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: August 3, 2026

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of RESCHEDULED Workshop/Committee Meetings, Wednesday, August 5, 2026, Rotella Magnet School Cafe

The Committees of the Board of Education will meet on **Wednesday, August 5, 2026, 6:15 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/Tl1zFstde_E.

A G E N D A

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

PUBLIC SPEAKING

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

2. *Committee of the Whole/5 minutes* ~ Request approval of PACT License with Home Builders Institute (HBI) for the Pre-Apprenticeship Certificate Training (PACT) Program – J. Frenis.

3. *Committee on Finance/3 minutes* ~ Request approval of a College Readiness and Success Agreement with College Board (CB-00042060) for PSAT and SAT student assessments– J. Frenis.

4. *Committee on Finance/3 minutes* ~ Request approval to apply for the CSDE Family Resource Center Grant Program FY27 for Wilson School – L. Allen-Brown, J. Frenis.

5. *Committee on Finance/3 minutes* ~ Request approval to apply for the CSDE Family Resource Center Grant Program FY27 for Reed School – L. Allen-Brown, J. Frenis.

6. *Committee on Finance/3 minutes* ~ Request approval of an Agreement with Intensive Education Academy, Inc. to provide educational services in accordance with student's IEP – T. Menzies.

7. *Committee on Finance/3 minutes* ~ Request approval of a Memorandum of Understanding with Connecticut State Community College Naugatuck Valley for classroom space for the School to Work Transition Academy and Step 2 Transition program – T. Menzies.

8. *Committee on Finance/3 minutes* ~ Request approval of Professional Services Agreement (RFP #8716) with Kaestle Boos Associates, Inc. for architectural and engineering design services for Roberto Clemente Dual Language School – R. Gonzalez.

9. *Committee on Finance/3 minutes* ~ Request approval of Construction Contract with Union Flooring Installation, LLC for gymnasium floor replacements at Maloney Magnet School and Bunker Hill School – R. Gonzalez.

10. *Committee on Finance/3 minutes* ~ Request approval of Amendment Two (2) to the Professional Services Agreement with Connecticut RISE Network, Inc. for Data Hub Setup, Configuration and Implementation – R. Gonzalez.

11. *Committee on Finance/3 minutes* ~ Request approval of a Professional Services Agreement with Weston & Sampson Engineers, Inc. for engineering on-call services – 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.*
Lugo-Tiru, Xiomara	Classroom Assistant Roberto Clemente IDL	FT	$16.94/hr	UPSEU 68	Priority 25-26	08/25/26
Richard, Linda	Adult ED-Certified Instructor (concurrent position)	PT	$38.00/hr	NON BOE	Adult Ed Provid	07/01/26

b. Maloney Magnet School 2026-27 Before & After School Care Program appointments:

Administrators	*Teachers*	
Dombrowski, Jason	Barbieri, Katie	Goggins, Coleen
Fiore, Patience (sub)	Beltran, Erin (sub)	Grazhdani, Eneida
Gittings, Stacey	Cancro, Dana	Grendziski, Katie
Goggins, Coleen (sub)	Capaldo, Christine	Irizarry, Dana
Silva, Karen (sub)	Colangelo, Esther	Lund, Kelly
Yamashita-Iverson, Kazumi	Conner, Carrington	Murphy, Heather
	Couture, Cheryl	Nomoto, Emiko
Assistants:	DiGiovanna, Lisa (sub)	Padua, Maria
Daunis, Joan	Dunn, Andrew	Palomba, Margaret (sub)
Kelly, Erica (sub)	Fengler, Deanna (sub)	Smith, Holly
Pino, Holly (sub)	Ferati, Jeannette	Strachan, Andrea
Rearson, Michael	Fiore, Patience	Yamashita-Iverson, Kazumi (sub)
Zukauskas, Leah	Fusco, Sara (sub)	

c. Teacher new hires:

Name	School	Position	Grade Level
Kenesha Willis	Wilby	Allied Health	9-12
Crystal Goss	Wallace	Art	6-8
Allison Kenefick	Washington	Art	K-5
Warner Cole	Kennedy	Bilingual Social Studies	9-12
Dulce Aragon Mendoza	Bucks Hill	Bilingual Sped	K-5
Laney Dunn	NEMS	ELA	6
Jenna Joyce	Wallace	ELA	7
Anna Boxell	Wilby	ELA	9-12
Danielle Long	Driggs	Elementary Teacher	3
Yaritza De La Cruz	International	Elementary Teacher	6
Ryan Troy	Reed	Elementary Teacher	3
Grace Parker	Reed	Elementary Teacher	4
Melanie Currie	Regan	Elementary Teacher	K
Alyssa Meneo	Tinker	Elementary Teacher	1
Christine DeSanto	Tinker	Elementary Teacher	2
Brooke Morgan	Chase	Elementary Teacher	5
Claudia Kosko	Bunker Hill	Elementary Teacher	K
Susan Johnson	Driggs	Elementary Teacher	4
Isabelle Lucarelli	Generali	Elementary Teacher	3
Francisca Ramos	International	Elementary Teacher	K
Samantha Martino	Rotella	Elementary Teacher	1

Stephanie Markie	Sprague	Elementary Teacher	4
Alycia Thomas	Washington	Elementary Teacher	5
Olivia Minor	Wilson	Elementary Teacher	1
Daniel Trzcinski	Crosby	FCS - Culinary	9-12
Stephanie Trombley	Driggs/State Street Split	Library/Media	K-10
Sarah Robertson	Reed	Library/Media	K-8
Matthew Walker	Crosby	Math	9-12
Tamires Rodela	NEMS	Math	8
Bushra Khan	Wallace	Math	8
Jason Largent	WCA	Music	9-12
Timothy Dubin	Rotella	Music	K-5
Casey Navin	Regan / Washington Split	PE/Health	K-5
Zhanise Arline Mendoza	Wallace	School Counselor	6-8
DeAnna Zammit	Wilson	School Social Worker	K-5
Zaya Powell	Wallace	Science	8
John Goebel	WSMS	Science	8
Vanessa Rouker	WAMS	Science - Chemistry	9-12
Brittney Lamar	Districtwide	SLP	K-5
Ariella Kudrle	Carrington	Social Studies	7-8
Steven Colon	Crosby	Social Studies	9-12
Eric Capo	NEMS	Social Studies	7
Seamus O'Reilly	WAMS	Social Studies	6-8
Beatrice Suarez	Kingsbury	Special Ed	K-5
Kate Sansom	Reed	Special Ed	4-8
Maria Rivera Rodriguez	Walsh	Special Ed	K-2
Susan O'Brien	Wilson	Special Ed	K
Micxel Martinez-Segarra	Bucks Hill Annex	Special Ed	Pre-K
Abigail Campbell	Hopeville	Special Ed	K-2
Tammie Ross	Walsh	Special Ed	K-2
David Hayes	State Street	Special Ed	9-12
Brittany Davis	NEMS	Special Ed - ABA	6-8
Jill Guglielmo	Bunker Hill	Special Ed - BDLC	3-5
Melissa Fortunato	Crosby	Special Ed - BDLC	9-12
Tyrell Davis	Wilby	Special Ed – Ess. Skills	9-12
Brianna Stone	Wendell Cross	Special Ed – Ess. Skills.	PK-8
Meghan Messier	Kingsbury	Special Ed - IDEA	Pre-K
Oheneba Amponsah	NEMS	Special Ed - Resource	6-8
Nora Tracey	NEMS	Special Ed - Resource	6-8
Jamila Williams	Bunker Hill	Special Ed - Resource	K-5
Gabriella Del Valle	International / Regan	Special Ed - Resource	K-2
Katherine Griffin	WAMS	Special Ed - Resource	6-8
Beth Agdish	WAMS	Special Ed - Resource	6-8
Shantae Campbell	WAMS	Special Ed - Resource	9-12
Joseph Galante	WSMS	Special Ed - Scope	6-8
Tanishaliz Guadalupe De Jesus	WCA	World Lang. - Spanish	9-12
Martha Velazquez	Wallace	World Lang. - Spanish	6-8

d. Resignations:

Name	*Position*	*Effective*
Chicano, Christina	Kingsbury/Library Media Specialist	06/30/26
Piccolo, Carla	WHS/Special Ed-ABA	07/31/26
Rivera, Ana	Duggan/Special Ed Co-Taught Grade K	06/30/26
Roman, Kaleb	CHS/Science	06/30/26

ADJOURNMENT

ATTEST: _____
Carrie A. Swain, Clerk

WATERBURY
PUBLIC SCHOOLS

Jennifer Orso-Marino #1
Director of Human Capital & Talent Management
(203) 597-3446
jorso-marino@waterbury.k12.ct.us

Date: July 28, 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 up to ten (10) 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 ten (10) 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, Assistant Principal, 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 ten (10) 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

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: _____

WATERBURY
PUBLIC SCHOOLS

Michael Merati
Supervisor of Career & Technical Education
(203) 573-5029
mmerati@waterbury.k12.ct.us

#2

To: Board of Education / Board of Aldermen

From: Michael Merati, Supervisor of Career & Technical Education, Academic Office

Date: July 17, 2026

Re: Board of Education / Board of Aldermen Approval Request for licensing agreement RfA - No Cost - Home Builder Institute Construction Curriculum / Home Builders Institute - Executive Summary

The Academic Office/Education Department respectfully requests approval for the above-referenced vendor to a no cost contract to provide Career and Technical Education carpentry students at Crosby, Kennedy, Wilby, and State Street with the Pre-Apprenticeship Certificate Training (PACT) program between the City of Waterbury and Home Builders Institute.

This licensing agreement was initiated after approval as a sole source. Under this contract, high school carpentry students will gain access to the PACT curriculum, teachers will receive training and students can complete module assessments to earn industry-recognized credentials.

The Contract Term is one year, effective on the date of mayoral execution and terminating on June 30, 2027, with one 1-year option for the period of July 1, 2027- June 30, 2028. There is no cost for this contract.

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: *Kristen Nelson*
File: RfA - No Cost - Home Builder Institute Construction Curriculum

Building Careers.
Changing Lives.

PACT LICENSE

This PACT LICENSE ("License") effective on the date of Mayoral Execution ("Effective Date") by and between Home Builders Institute, a District of Columbia nonprofit corporation ("HBI") whose address is 1201 15th Street NW, Sixth Floor, Washington, D.C. 20005 and City of Waterbury, a State of Connecticut municipality with an address of 236 Grand Street, Waterbury, CT 06702 ("Licensee").

A. Wherefore, HBI operates various programs which are designed to train individuals in various crafts in the construction industry. HBI offers a program to prospective employees in the construction industry ("Students") known as the Pre-Apprenticeship Certificate Training ("PACT Program") in which, among other things, HBI provides an Instructor Guide ("Guide") and a Student Workbook ("Workbook") and access to the Instructor and Student HBI Learning Management System accounts ("LMS"), CTEtechWorks (hbi.litmos.com), and other Instructor Resources to assist in training Students to qualify for the PACT Assessment and issue the PACT Certificate, an industry-recognized credential accepted by the U.S. Department of Labor and sponsored by the National Association of Home Builders issued by HBI ("Assessment") which qualifies Students to obtain employment in the construction industry throughout the United States.

B. Wherefore, Licensee desires to offer the PACT Program to Students enrolled in Waterbury Public Schools which, among other things, requires HBI to train and certify ("PACT Instructor Certification") the instructors ("Instructors") employed by Licensee to offer the PACT Program.

C. Wherefore, HBI has caused the Guide, Workbook and LMS content to be copyrighted and the names and brands utilized by HBI to be trademarked.

D. Wherefore, subject to the terms of this License, HBI desires to authorize Licensee to offer the PACT Program and utilize the Guide, Workbook, LMS and Instructor Resources. In

addition, HBI (or its designee) will certify Instructors identified in Attachment 1 by Licensee, which are reasonably acceptable to HBI; and

E. Wherefore, Licensee agrees to adhere to all federal, state, and local laws and regulations concerning work site and OSHA safety laws and regulations, workers compensation, discrimination in the workplace and all other relevant requirements while using HBI training materials under this License.

NOW, THEREFORE, based upon the covenants, agreements, warranties and representations of this License, HBI and Licensee agree as follows:

1. **License.** HBI hereby grants to Licensee a non-exclusive license, without the right to sublicense or assign, and subject to and in accordance with the terms contained in this License to use the Instructor Guide, Student Workbook, LMS and associated Instructor Resources only by HBI approved Instructors (as set forth below) to train Students. HBI will be available to train two Instructor candidates per licensed school/site to provide the PACT Program ("Technical Assistance").

2. **HBI Fees.** Licensee shall pay no cost during the Contract Term of this Agreement for the Technical Assistance, use of the Guide, LMS and Workbook, review of prospective Instructors, and reasonable ongoing assistance from time to time, for the Term of this License, the ability to cause Assessments to be utilized, and Certificates to be issued.).

3. **Term.** This Term of this License, effective on the date of Mayoral execution shall commence on July 1, 2026, and terminate on June 30, 2027 ("Contract Term") unless terminated earlier in accordance with the terms provided herein

   3.1 Upon mutual written agreement of HBI and Licensee, this License may be renewed for one (1) one (1) year option period ("Option Period") upon the same terms and conditions contained in this License.

4. **Student Fee**. Licensee may offer the PACT Program during the Contract Term for profit or not for profit. The amount Licensee charges each Student to receive the PACT Program shall receive prior approval by HBI, which approval shall not be unreasonably withheld.

5. **Territory and Costs**. Licensee may only offer the PACT Program to Students directly enrolled with Licensee, or within additional sites/schools noted in license agreement. The PACT Program may only be offered by Licensee within the Waterbury Public School District. Offering of remote programs or other sites/schools is not permitted without the prior written approval of HBI Licensee shall pay all the costs incurred to present the PACT Program including, without limitation, rent, wages of Instructors and cost printed materials.

6. **Tools and Materials**. HBI shall furnish to Licensee a printed Workbook and a printed Guide together with access to the Learning Management System and other online Instructor Resources. During the Term of a current License, Licensee will have access to any new or updated PACT materials at no additional cost. All tools, materials, equipment and supplies necessary to offer the PACT Program, including, without limitation, copies of the Workbook, construction materials and building sites remain the responsibility and cost of Licensee.

7. **Use and Distribution of Materials.** During the Term, Licensee shall be permitted to purchase additional copies and distribute the Guide and associated material solely to HBI approved Instructors, and the Workbook solely to HBI PACT-enrolled Students within the Licensee's direct organization. Licensee shall not offer, provide, or distribute electronic, digital, or computer access (whether on the internet, or any other means) to the Guide, LMS, Workbook, or any other materials provided by HBI (collectively, "HBI Materials") to any third party without prior written request to and approval from HBI. Licensee promotional materials must prominently display the HBI logo and the HBI and PACT trademark(s). Any removal, disguise, or modification of the HBI trademark or HBI copyright notice shall be a violation of this License in addition to applicable law. Licensee shall not provide any HBI Materials to non-approved Instructors or Students, or any unauthorized third parties. Upon termination of this License or upon HBI's request, Licensee shall promptly return all HBI Materials, in accordance with the terms herein.

8. **Student Assessments**: The method for students to earn certification from HBI is managed through the LMS, utilizing a combination of standardized assessments and instructor-led performance-based evaluations. Student assessment access, certifications, and related services provided at no cost under this Agreement are limited to the funding available through the applicable grant program and/or approved funding allocation associated with this Agreement. Any additional assessments, certifications, LMS access, retesting, or related services exceeding the funded allocation may be subject to additional fees upon prior written notice to and approval by the Licensee.

9. **Violation of Copyright**. Licensee shall not copy the Guide or any content in the LMS under any circumstances. Subject to HBI's right to demand return of all HBI Materials, Licensee may keep the Workbook and allow Students to retain the Workbook and related materials for their own personal use.

10. **Instructors.** Licensee shall select people which have at least five (5) years construction trade experience to be candidates to be Instructors. Only Licensee employees who have received PACT Instructor Certification from HBI shall be considered Instructors and authorized to have students complete Assessments and issue Certificates. In order to retain PACT Instructor Certification, the PACT Instructor must teach one complete PACT class and certify at least one student during the Contract dates of this agreement. Failure to comply with

above provision will result in expiration of PACT Instructor Certification and will require re-certification. Licensee is responsible for notifying HBI in a timely manner of any changes in primary points of contact, accounts payable contacts, Instructors, or other direct employees with access to the LMS. Failure to do so may negatively impact access to LMS. Please refer to appropriate HBI staff for costs and conditions for additional Instructor training.

11. **Books and Records.** Licensee shall give HBI access to all records and materials generated by the Licensee in the presentation of the PACT Program, including without limitation, enrollment information and evaluations of Students participating in the PACT Program, as permitted under the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time, and Connecticut General Statutes §§ 10-234aa et seq . The information maintained by Licensee in connection with the PACT Program shall be true and correct. Licensee and Instructors shall follow the curriculum established in the PACT Program, and utilize the LMS to register, evaluate, assess, and certify students as directed by HBI. HBI shall have the right to observe Instructors as they present the PACT Program. Licensee shall, during the Term, maintain PACT Program skill achievement records sufficient to document Student competency along with other records that Licensee uses for documentation of construction training related to the PACT Program. HBI, or its designated agent, shall have the right, during normal business hours during the Term Licensee shall give HBI access to the presentations of the PACT Program and the books and records produced by Students, Instructors and Licensee in the PACT Program during normal business hours. Licensee shall notify HBI immediately, but, in any event, within 48 hours of receipt of any complaint concerning the actions of any Instructor, the materials or the PACT Program and shall provide all relevant details. Any access to or retention of Student Data by HBI shall remain subject to the confidentiality, data privacy, retention, and security provisions set forth in Section 14.

12. **Reporting**. HBI may request additional or supplemental information related to student enrollment, progress, and certifications for information not contained within the LMS. HBI does require Student first and last name but will not require additional personal identifying information, except where permitted by Licensee and applicable confidentiality and privacy laws.

13. **No Solicitation**. HBI and Licensee shall be independent contractors. HBI and Licensee shall each maintain separate business operations, books, and records. HBI shall have no right to act on behalf of or bind Licensee in any manner. Licensee shall have no right to act on behalf of or bind HBI in any manner. During the Term, and thereafter, HBI may provide the PACT Program to other persons, organizations, and firms. Neither HBI nor Licensee shall, either directly or indirectly, through any person, entity, or by any other means (i) induce or

attempt to induce any employee of the other party to leave the employ of the party or in any way interfere with the relationship between the party and any employee thereof.

14. **Confidentiality**. Licensee will hold in confidence all documents, records, materials and all other information it receives from HBI in connection with the PACT Program (whether received before or after the date of this License), including the Guide and Workbook, provided, however, Licensee shall be permitted to provide the Workbook to Students in hardcopy only. At the request of HBI, Licensee, except as provided herein, shall return to HBI all copies of nonpublic documents and materials that have been furnished to Licensee, including the Guide and Workbook, ("Confidential Materials"). Confidential Materials shall not be communicated, distributed, or provided to any third party. The obligation of Licensee to treat Confidential Materials in confidence shall not apply to any information which (i) is or becomes available to Licensee from a source other than HBI, (ii) is or becomes available to the public other than as a result of disclosure by Licensee or its agents, or (iii) is required to be disclosed under applicable law or judicial process, but only to the extent it must be disclosed. Notwithstanding the foregoing, in the event that Licensee is required to disclose any Confidential Materials or information by applicable law, judicial process or rule of governmental agency, it is agreed that Licensee shall provide HBI with prior notice of such requirement and HBI may seek an appropriate protective order if it so desires.

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

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

14.1.2 HBI acknowledges that in the course of providing services under this Agreement, it may come into the possession of City of Waterbury student education records 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). HBI and City shall comply with the requirements of said statute and regulations,

as amended from time to time and HBI agrees to use any and all information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, HBI has no authority to make disclosures of any information from education records. HBI shall instruct its employees of their obligations to comply with FERPA.

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

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

14.2.2 The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the HBI 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 HBI. 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 HBI to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the HBI within fifteen (15) 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 HBI 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.

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

14.3.4 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 HBI receives a request to review Student Data in the HBI's possession directly from a student, parent, or guardian, the HBI agrees to refer that individual to the Board and to notify the Board within

fifteen (15) business days of receiving such a request. The HBI 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 HBI, and correct any erroneous information therein.

14.3.5 The HBI shall take actions designed to ensure the security and confidentiality of student data.

14.3.6 The HBI will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps: Upon discovery by the HBI of a breach of Student Data, the HBI 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.

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

14.3.7.1 Limited Retention of Student Data for Credential Verification Purposes. Notwithstanding any provision herein to the contrary, HBI may retain limited identifiable Student Data beyond the expiration or termination of this Agreement solely for the purposes of verifying student participation, certification completion, credential issuance, program performance validation, transcript verification, audit compliance, reporting obligations, or responding to requests made by the student or an authorized representative of the student. Any Student Data retained by HBI following expiration or termination of this Agreement shall continue to be maintained in accordance with the confidentiality, security, and data protection obligations set forth herein and applicable law. HBI shall not use retained Student Data for marketing, commercial exploitation, or any unauthorized purpose. This provision shall survive expiration or termination of the Agreement , to the extent permitted under applicable federal and state student data privacy laws.

14.3.8 The HBI 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.

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

15.**Termination for Cause**. If either party defaults in the performance of, or compliance with, any term or condition of this License, the other party may terminate this License. The non-defaulting party shall give the defaulting party prompt written notice of any default under this License and termination of this License shall be effective thirty (30) days from the date the non-defaulting party sends such notice, unless, within thirty (30) days of the date notice is sent, the defaulting party has corrected or cured the default or if the non-defaulting party is satisfied that the defaulting party has taken appropriate action likely to affect such correction within a reasonable time, in the sole discretion of the non-defaulting party. The non-defaulting party may, at its option, terminate this License including, without limitation, all the rights hereunder. Upon termination or expiration of this Agreement, Licensee shall cease use of the HBI Materials and LMS access provided under this Agreement and shall return, destroy, or discontinue use of HBI Materials as directed by HBI, except as otherwise expressly permitted herein. Termination shall not relieve either Party of obligations accrued prior to termination, including obligations relating to confidentiality, student data privacy, intellectual property protections, reporting obligations, or any authorized fees or costs incurred prior to termination.

16. **Termination for Convenience**. Either Party may terminate this Contract at any time for convenience with (90) days' notice in writing to the other Party.

17. **Indemnification**.

A. By HBI. HBI hereby indemnifies and holds Licensee and its directors, officers, employees and agents harmless from and against any and all liabilities, losses, claims, damages, costs and expenses (including court costs and reasonable attorney's fees) incurred by one or more of such parties and arising from HBI's services, duties and obligations (or violation thereof) hereunder, to the extent arising from HBI's negligent acts, willful misconduct, or material breach of its services, duties, and obligations hereunder, including, but not limited to, any unauthorized use or release of student data, except where such liabilities, losses, claims, damages, costs or expenses are solely attributable to the willful, intentional, reckless or negligent act or omission of Licensee or its directors, officers, employees or agents. HBI 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 Licensee as provided in this Contract.

B. By Licensee. Licensee hereby indemnifies and holds HBI and its directors, officers, employees and agents harmless from and against any and all liabilities, losses, claims, damages, costs and expenses (including court costs and reasonable attorney's fees) incurred by one or more of such parties and arising from Licensee's duties and obligations (or violation thereof) hereunder, including, but not limited to, any unauthorized use of the HBI Materials, except where such liabilities, losses, claims, damages, costs or expenses are solely attributable to the willful, intentional, reckless or negligent act or omission of HBI or its directors, officers, employees or agents.

C. Limitation of Liability. Except for obligations arising from a Party's gross negligence, willful misconduct, breach of confidentiality obligations, or unauthorized use or disclosure of Student Data in violation of applicable law, neither Party shall be liable to the other for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating to this Agreement.

18. **Severability**. Should any provision of this License be determined to be invalid for any reason, such invalidity shall not affect the validity of any other provisions, which other provisions shall remain in full force and effect as if this License had been executed with the invalid provision eliminated, and it is hereby declared the intention of the parties that they would have executed the other provisions of this License without including therein any such provision which may for any reason be hereafter determined invalid. Whenever possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License or the application of any such provision to any party or circumstance shall be held to be prohibited by or invalid, illegal, or unenforceable under applicable law in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this License. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this License, a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible. Notwithstanding the foregoing, if any such determination materially and adversely affects either party, the parties shall negotiate in good faith to modify this License to the fullest extent permitted by applicable law so as to affect their original intent as closely as possible to the end that the transactions contemplated hereby are fulfilled and consummated to the maximum extent possible.

19. **Assignment**. No party may assign any of its rights under this License, except with the prior written consent of the other party. Any purported assignment of rights or delegation of performance in violation of this License is void.

20. Governing Law. This License shall be construed in accordance with and governed by the laws of the Connecticut without reference to principles of conflict of laws.

21. Counterparts. This License may be executed in counterparts, all of which taken together shall constitute one agreement binding on all the parties, notwithstanding that all the parties are not signatories to the original or the same counterpart. The parties shall become bound by this License only when all parties have executed a counterpart of this License.

22. Expenses. Each party hereto will pay all costs and expenses incident to its negotiation and preparation of this License and to its performance and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including the fees, expenses and disbursements of its counsel and accountants.

23. Discriminatory Practices. In performing this Contract, the HBI 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.

23.1. 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.

23.2. Equal Opportunity. In its execution of the performance of this Contract, the HBI 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 HBI 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.

24. This section is intentionally left blank.

25. Entire Agreement. This License shall constitute the entire agreement between the Parties with respect to the limited subject matter specified herein and may not be modified or amended other than by a written instrument executed by both Parties. This License supersedes all prior oral and written communications, agreements, and understandings of the Parties with respect to the limited subject matter of this License.

26. Third Party Beneficiaries. None of the provisions of this License shall be for the benefit of or enforceable by any creditors of the parties.

27. Waivers. Any term of this License may be waived, or the time for its performance may be extended, by the party or parties entitled to the benefit thereof. Any such waiver shall be validly and sufficiently authorized for the purposes of this License if, as to any party, it is authorized in writing by an authorized representative of such party. The failure of any party hereto to enforce at any time any provision of this License shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this License or any part hereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this License shall be held to constitute a waiver of any other or subsequent breach.

28. Captions. The captions of the paragraphs of this License have been inserted only for the purpose of convenience and such captions are not a part of this License and shall not be deemed in any manner to modify, explain, enlarge, or restrict any of the provisions of this License.

29. Insurance. HBI shall not commence work under this Contract until all insurance required under this Section 29 has been obtained by the HBI and such insurance has been approved by the City. The HBI shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VIII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

29.1 At no additional cost to the City, HBI 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 HBI's obligation under this Contract, whether such obligations are the HBI's or subcontractor or person or entity directly or indirectly employed by HBI or said subcontractor, or by any person or entity for whose acts HBI or subcontractor may be liable.

29.2 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 maintained for up to 60 months, to the extent commercially available under HBI's applicable insurance policies

29.3 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 HBI:

29.3.1 General Liability Insurance:
$1,000,000 each occurrence
$2,000,00 general aggregate
$2,000,000 products/completed operations aggregate

29.3.2 Professional Liability/E&O:
$1,000,000 each wrongful act
$1,000,000 aggregate

29.4 Cancellation: To the extent notice of cancellation is provided to HBI by its insurer, HBI shall use commercially reasonable efforts to provide written notice to the City of Waterbury at least thirty (30) calendar days prior to the effective date of cancellation.

29.5 Certificates of Insurance: HBI's General, and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability;. The insurance afforded the additional insured shall be primary and non-contributory insurance, and the coverage and limits provided under the HBI'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 HBI 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 Professional Liability. 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. HBI 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;

30. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the HBI 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 HBI 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.

30.1. Permits, Laws, and Regulations. Permits and licenses necessary for HBI to perform its obligations under this Agreement shall be secured in advance and paid by HBI. The HBI shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified. Licensee shall secure any permits and licenses necessary to deliver the program to Waterbury Public School students and to perform its obligations under this Agreement.

30.2. 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 HBI for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The HBI remains liable, however, for any applicable tax obligations it incurs. Moreover, the HBI represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

30.3. Labor and Wages. The HBI 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.

30.3.1 The HBI 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.

30.3.2 The HBI 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.

31. 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:

31.1 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.

31.2 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.

31.3 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 HBI or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

31.4 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.

31.5 Upon a showing that a subcontractor made a kickback to the City, a prime HBI 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.

31.6 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 31.6 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.

31.7 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.

31.8 The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 31.1-31.7.

31.9 The HBI 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.

31.10 The HBI hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: https://www.waterburyct.org/services/city-clerk/code-of-ordinances [click link titled "Code of Ordinances (*Rev. 12/31/19)*". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

31.11 The HBI 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.

31.12 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.

31.13 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.

31.14 PROHIBITION AGAINST CONTINGENCY FEES. The HBI 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.

31.15 FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the HBI 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 HBI 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.

32. System Requirements. Instructors and Students must be registered on HBI's LMS to complete course requirements. Please ensure your IT point of contact whitelists the system; for more information, contact lmssupport@hbi.org with subject line: whitelist. For optimal user experience and product performance, please note the LMS system requirements below, which are subject to change in HBI's discretion:

Desktop:

- Broadband Internet connection Web browser:
- Internet Explorer 8+
- Firefox 2+
- Safari on Mac 1.2+
- Google Chrome (current version)
- Javascript and Cookies enabled Mobile Devices:
- Apple iOS devices using Safari mobile web browser
- Android devices using Google Chrome mobile web browser

If premium Interplay Learning content is purchased through HBI, note the system requirements and end-user hardware suggested for optimal delivery:

Browser-Based Training Requirements for PC, MAC, and Chromebook:

- 64 bit operating system required-simulations run on most modern 64 bit browsers, including
- Google Chrome, Firefox, and Safari. Microsoft Edge or Internet Explorer are not supported. Apple/Macs work in this mode ONLY.

- 8GB of RAM is recommended, though the simulations may load on a machine with 4GB of RAM. They will not load on a machine with less than 4GB of RAM.
- Most Intel i3, i5, or i7 processors should be sufficient.
- Machines with Pentium, Atom, and Celeron processors are usually not powerful enough for the simulations.
- You should have an internet connection speed of at least 15mbps.

Hardware requirements for Virtual Reality (VR) use (optional):

- GPU: Nvidia GeForce GTX 970, AMD Radeon R9 290 equivalent or better.
- CPU: Intel i5-4590, AMD FX 8350 equivalent or better.
- RAM: 4 GB or more.
- Video Output: HDMI 1.4, DisplayPort 1.2 or newer.
- USB Port: 1x USB 2.0 or better port.
- Operating System: Windows 7 SP1, Windows 8.1 or later, Windows 10.
- HTC Vive, Oculus Rift S HMD or equivalent

33. Notice. Any notices, approvals, authorizations, determinations, satisfactions, waivers or other communications required or permitted under this License shall be sufficiently given if in writing and (i) hand-delivered, including delivery by courier service, or (ii) sent by certified mail, return receipt requested, postage prepaid, addressed to the recipient(s) at the address(es) stated below, which, until changed by written notice to the other party, are as follows:

Home Builders Institute:
1201 15th Street NW, Sixth Floor
Washington, DC 20005
Attn: Jeremy Albritton

City of Waterbury, Board of Education:
236 Grand Street
Waterbury, CT 06405
Attn: Michael Merati

All notices hand-delivered shall be deemed received on the day of delivery. All notices forwarded by mail shall be deemed received on the date two (2) business days immediately following date of deposit in the U.S. mail; provided, however, the return receipt indicating the date upon which the notice is received shall be prima facie evidence that such notice was received on the date of the return receipt. Addresses may be changed by giving notice of such

change in the manner provided herein. Unless and until such written notice is received, the last address given shall be deemed to continue in effect for all purposes.

34. Site/School Information.

Please complete the requested information for each site/school represented by this agreement.

Site/School 1: Kennedy High School

Site/School 2: Crosby High School

Site/School 3: State Street High School

Site/School 4: Wibly High School

35. Instructor Contact Information.

Please complete the requested information per each Instructor to be Trained & Certified.

Instructor 1: Jose Torres, jose.torres@waterbury.k12.ct.us

Instructor 2: Heather Deveau, hdeveau@waterbury.k12.ct.us

Instructor 3: Kevin Danaher, kdanaher@waterbury.k12.ct.us

Instructor 4: Howard Carr, hcarr@waterbury.k12.ct.us

[signature page follows]

CITY OF WATERBURY

I am authorized to enter this License on behalf of Licensee and agree to the terms,

conditions and payment schedule of this License as listed above.

_____

The Honorable Paul K. Pernerewski, Jr., Mayor

_____

Date

HOME BUILDERS INSTITUTE

I am authorized to enter this License on behalf of HBI and agree to the terms and conditions of this License.



By: Ed Brady

Its: Chief Executive Officer

8/3/2026

Date

WATERBURY
PUBLIC SCHOOLS

#3

Tara Battistoni
Supervisor of Research,
Development, and Student Testing
(203) 574-8283
tbattistoni@waterbury.k12.ct.us

To: Ms. Carrie Swain, Board of Education Clerk

Mr. Michael J. Dalton, City Clerk

Date: July 29, 2026

Re: College Board PSAT Contract – Board of Education and Board of Aldermen Executive Summary

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The Department of Education respectfully requests approval to enter into a contract with the College Board to administer PSAT assessments to students in grades 9 and 10 during the 2026-2027 school year. This contract will allow continuous measure of student growth toward the ultimate outcome for state accountability, the grade 11 CT-SAT. Taking the assessment multiple times has proven to result in higher scores, providing all Waterbury Public Schools students an increased opportunity for college acceptance.

The term of the contract will be from **mayoral signature through 6/30/2027**. Compensation to College Board shall not exceed **$51,364.70**, and will be paid for by the Connecticut State Department of Education Alliance Grant. Alliance Grant funds have already been confirmed and secured.

College Board is the sole source provider of PSAT products and services as reviewed and confirmed by the Director of Purchasing. The Board of Education has contracted with College Board for the same services in previous years, and the quality of College Board's services has been exemplary. Corporation Counsel has reviewed and approved all aspects of this contract.

COLLEGE BOARD'S
COLLEGE READINESS AND SUCCESS AGREEMENT #: CB-00042060

THIS AGREEMENT, including all appendices, exhibits, and schedules attached hereto (this 'Agreement'), is as of this Agreement is fully executed ('Effective Date'), by and between Waterbury Public School District, 236 Grand Street, Waterbury, Connecticut, 06702 ('Client') and College Board, 225 Liberty Street, 28th Floor, New York, New York 10281.('College Board').

WHEREAS, College Board shall make available, and Client may order the following College Board exams, products, and services related to College Board's College Readiness and Success System.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to the following:

1.0 Services. College Board shall furnish Client with the exams, products, licenses, services and/or materials (collectively, 'Services') in accordance with the applicable schedules, which outline the Services hereunder, attached hereto and incorporated herein by this reference ('Schedule'). If Client has additional orders after the Effective Date of this Agreement, and during the Term (as defined in Section 2.1), the parties agree such Services shall be added by an addendum signed by both parties.

2.0 Term & Termination.

2.1 Term. This Agreement shall be for a term beginning as of the Effective Date and, unless sooner terminated as provided herein, will expire on June 30, 2027 ('Initial Term'). Client may renew this Agreement in twelve (12) month increments ('Renewal Term'), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement or any renewal term. During any Renewal Term, this Agreement shall be subject to College Board's then-current fees and policies at the time of renewal which shall be subject to negotiations between the parties. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the 'Term.' If, during the Term, Client decides to change to the administration of a digital College Board assessment, College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

2.2 Termination. If either party breaches any of the provisions of this Agreement (including but not limited to Client's failure to make any payment when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties or Ownership of Intellectual Property, or both, then College Board shall have the right to terminate this Agreement immediately.

2.2.1 Rights After Termination. If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the Services under that Schedule shall cease, and Client shall; (a) immediately cease all use of the applicable Services and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

2.2.2 Partial Payment Upon Termination. Client will compensate College Board for all services, including any costs associated with the initial deployment of resources in preparation for providing the Services under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by College Board.

2.2.3 Availability of Services. In addition to its other rights hereunder, College Board may cease making certain Services commercially available at any time by providing Client sixty (60) days written notice. In such event, College Board will cease furnishing such Services under this Agreement and this Agreement shall continue in full force and effect, except for provisions specifically affecting such Services. College Board will refund Client any fees paid for the unused portion of such Services.

3.0 Fees and Payment. Client shall pay those fees set forth in each Schedule for the Services furnished during the 2026-2027 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.

4.0 Taxes. Client agrees to pay any sales, use, value added or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Agreement, unless Client is exempt from such taxes as the result of Client's corporate or government status and Client has furnished College Board with a valid tax exemption certificate.

5.0 Representations and Warranties.

5.1 Authority. Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

5.2 College Board Services Warranty. College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

5.3 College Board Disclaimer of Implied Warranties. EXCEPT AS PROVIDED ABOVE, COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES, AS APPLICABLE, ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE SERVICES OR THE RESULTS OBTAINED THEREFROM OR THAT THE SERVICES WILL SATISFY CLIENT'S REQUIREMENTS.

6.0 Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND COLLEGE BOARD'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF COLLEGE BOARD OR COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC SERVICE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.0 Indemnification. To the extent permitted by law and notwithstanding any other provision of this Agreement, Client agrees to indemnify, hold harmless, and defend College Board from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which College Board may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, contamination of or adverse effect on natural resources or the environment, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, 'Damages') provided, however, that Client shall not be obligated to indemnify College Board to the extent such Damages are caused directly by the gross negligence or willful misconduct of College Board.

To the extent permitted by law and notwithstanding any other provision of this Agreement, College Board agrees to indemnify, hold harmless, and defend the Client from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which the Client may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, contamination of or adverse effect on natural resources or the environment, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, 'Damages') as result of the College Board's negligence, provided, however, that College Board shall not be obligated to indemnify the Client to the extent such Damages are caused directly by the gross negligence or willful misconduct of Client.

7.1 Intellectual Property Infringement Indemnification. The College Board shall defend and indemnify Client against any claim, liabilities, demands, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witness' fees and other costs and expenses of defense and settlement, by an unaffiliated third party of this Agreement that a College Board Software Product, used within the scope of this Agreement, directly infringes that party's registered United States patent, copyright or trademark issued and existing as of the Effective Dates or as of the distribution date of a release to the Product, and

will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement made by the College Board.

8.0 Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

9.0 Miscellaneous.

9.1 Cooperation. Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for College Board to furnish the Services as applicable, including but not limited to: (a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.

9.2 Force Majeure. Neither party shall be considered in default in the performance of its obligations under this Agreement to the extent that performance of its obligations is prevented or delayed in whole or in part by any cause beyond its reasonable control, whether foreseeable or not, including, without limitation, acts of God, acts or omissions of governmental authorities, strikes, lockouts or other industrial disturbances, acts of public enemies, terrorism, wars, blockades, riots, civil disturbances, curtailment of transportation, Client's failure to cooperate as described in Section 9.1 (Cooperation), pandemics or epidemics including without limitation COVID-19 virus or new strains of the COVID-19 virus, floods, hurricanes, tornadoes, environmental or nuclear contamination, and any other similar acts, events, or omissions (each a 'Force Majeure Event') that make it illegal, impracticable, inadvisable, unsafe, or impossible for a party to perform its obligations under this Agreement, provided that College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). College Board's obligation to furnish the Services shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Services is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

9.3 Governing Law and Choice of Forum. This Agreement 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 Agreement or otherwise shall be determined by a court of competent jurisdiction in New Haven County, Connecticut State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction. Client agrees not to demand a trial by jury in any action, proceeding or counterclaim.

9.4 Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service), or if sent by e-mail, or if not a business day, the next succeeding business day, provided that the email sender retains confirmation of a 'read-receipt' which acknowledges recipient's opening of such email, or if not available, promptly confirms by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

To College Board:	*With a copy to:*	**To Client:**
K-12 Contract Management	Legal Department	Paul Pernerewski
College Board 225 Liberty Street, 28th Floor New York, NY 10281 Tel: (212) 713-8000 Contractsmanagement@collegeboard.org	College Board 225 Liberty Street, 28th Floor New York, NY 10281 Tel: (212) 713-8000 Legalnotice@collegeboard.org	Waterbury Public Schools 236 Grand St Waterbury, CT 06702-1933 Tel: 2035746712 ppernewski@waterburyct.org

9.5 Publicity. Each party agrees to promptly inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the services provided for under this Agreement.

9.6 Relationship of the Parties. The relationship of the Client and College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. College Board, its employees, and agents shall not be considered employees of the Client while performing these services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and College Board recognize and agree that College Board is an independent contractor.

If the Client is using federal funds to pay for all or a portion of the Services furnished by College Board under this Agreement, Client acknowledges and agrees that College Board shall not be categorized as a 'subrecipient' receiving a federal award as defined by OMB Circular Subpart A.210(c) of Circular No. A-133. College Board shall be defined as a 'vendor' that provides good and services within normal business operations, provides similar goods or services to other purchasers and operates in a competitive environment. Client acknowledges and agrees that the substance of the relationship with College Board is that of a vendor not a subrecipient.

9.7 Third-Party Rights. Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party.

9.8 Survival. It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

9.9 Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

9.10 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

9.11 Order of Precedence. In the event of conflict between the terms and conditions of any Schedule and this Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any required Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Services to ensure prompt payment for Services received under this Agreement ('Client Purchase Order'). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall supersede any terms and conditions included in the Client Purchase Order; and further, Client understands that College Board is accepting the Client Purchase Order solely to effectuate payment but does not agree to accept any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that if Client required to provide a Client Purchase Order College Board may delay and/or withhold furnishing Services if Client fails to issue the Client Purchase Order for such Services, as applicable, prior to the scheduled delivery date for such Services.

9.12 Headings. Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.

9.13 Integration, Execution and Delivery. This Agreement includes the Schedules attached hereto and constitutes the entire agreement between College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice that party's exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by

electronic transmission, including through DocuSign, shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement (except if the parties are using DocuSign), but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.

9.14 Interest of City Officials. No member of the governing body of the Client, and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

9.15 Prohibition Against Gratuities and Kickbacks . No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of this agreement.

9.16 Prohibition Against Contingency Fees. College Board 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.

9.17 City of Waterbury's Ethics Code Ordinance. College Board hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest (Chapter 39). The text of the Ethics and Conflicts of Interest 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/http://www.waterburyct.org/content/9569/9605/9613/default.aspx click on the link tiled "The City of Waterbury Code of Ordinances *Current to* 12/31/2015". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST

9.18 Confidentiality/FERPA. College Board acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records or information of the Client's 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) and shall comply with the requirements of said statutes and regulations and shall hold said information in the strictest of confidence, and agrees to use information obtained from the Client only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, College Board has no authority to make disclosures of any information obtained in the course of performing this agreement.

9.19 Student Data Privacy

9.19.1 College Board shall comply will all relevant provisions of Public Act No. 16-189 entitled An Act Concerning Student Data Privacy, as it applies to this contract, and agrees to take all actions designed and required by applicable State, Federal, and local law to ensure the confidentiality of all student data.

9.19.2 The City's Board of Education ("Board") shall have access to Student Data in the possession of COLLEGE BOARD or its employees in College Board's Online Reporting Portal (if such permissions have been set up to allow access in accordance with College Board's standard guidelines for setting up such accounts) 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 COLLEGE BOARD or its employees. 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 COLLEGE BOARD or its employees within ten (10) 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 COLLEGE BOARD and/or its employee(s) 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.

9.19.3 Neither COLLEGE BOARD nor its employees shall use Student Data for any purposes other than those authorized pursuant to this Agreement.

9.19.4 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 COLLEGE BOARD or its employees receive a request to review Student Data in their possession directly from a student, parent, or guardian, COLLEGE BOARD and its employee(s) agree to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. COLLEGE BOARD and its employees agree 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 COLLEGE BOARD or its employees, and correct any erroneous information therein.

9.19.5 COLLEGE BOARD and its employees shall take actions designed to ensure the security and confidentiality of student data.

9.19.6 COLLEGE BOARD and its employees 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, which is the subject of this Agreement. Such notification will include the following steps:

Upon discovery by COLLEGE BOARD or its employees of a breach of Student Data, COLLEGE BOARD 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.

9.19.7 Student Data shall not be retained or available to COLLEGE BOARD or its employees upon expiration of the contract between COLLEGE BOARD and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with COLLEGE BOARD for the purpose of storing student generated content.

9.19.8 COLLEGE BOARD and the 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.

9.19.9 COLLEGE BOARD and its employees acknowledge and agree 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.

9.19.10 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. The Parties agree that the provisions herein shall only apply to Student Data which is the subject matter of this Agreement and shall not apply to any other data or information that College Board may have or receive. The Parties agree that the provisions herein shall not prohibit students and/or their families from accessing or using data provided by students and/or their families directly to College Board. The Parties agree that College Board shall use the data in accordance with this Agreement, including Attachment 1.

10. Required from College Board.

10.1 College Board shall not commence work under this Agreement until all insurance required under this Section 7 has been obtained by College Board and such insurance has been approved by the City. College Board 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.

10.2 At no additional cost to the City, College Board 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 College Board's obligation under this Agreement, whether such obligations are College Board'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.

10.3 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 Agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

10.4 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:

10.4.1 **General Liability Insurance: $1,000,000.00** per occurrence,
$2,000,000.00 aggregate and
$2,000,000.00 Products and completed operations aggregate

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

10.4.2 Excess/Umbrella Liability Insurance:
$1,000,000.00 each occurrence
$1,000,000.00 aggregate

10.4.3 Professional Liability/E&O
$1,000,000.00each wrongful act
$1,000,000.00 aggregate.

10.5 Intentionally Omitted.

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

10.7 Certificates of Insurance: College Board's General Liability policy shall be endorsed to add the City and its Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under College Board'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 College Board 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 all lines of coverage except Professional Liability. All policies shall include a waiver of subrogation and be written on an Occurrence basis**". The City's request for proposal number must be shown on the certificate of insurance. College Board 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.

10.8. No later than thirty (30) calendar days after Consultant receipt, College Board shall deliver to the City endorsements, and Certificates of Insurance.

11. College Board acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through general fund appropriations, federal or state assistance or grant monies provided by the federal or state governments. College Board acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City and /or State or Federal government, including the funding of grants for the purpose of this Agreement. College Board therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay the Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced or eliminated pursuant to law.

WATERBURY PUBLIC SCHOOLS	COLLEGE BOARD
Signature	Signature
Jeremy Singer	
Name	Name
President	
Title	Title
7/29/2026	
Date	Date

F:\New Electronic Filing System\FILE MANAGEMENT\Transactional\Contracts\Education Contracts\College Board - College Readiness & Success 26-27 CRT26-292\Drafts\Contract - City Redlines 7.27.26.docx

PSAT™ 8/9
SHELF SCHEDULE

I. BACKGROUND

College Board owns and delivers its national standardized tests to students. This Schedule outlines how a Client sponsors a PSAT™ 8/9 administration at its schools ('Participating Schools') for students during a certain designated period ('Testing Window') and what data and reports may be provided to Client through our online data portal (collectively, the 'Program').

II. PROGRAM MATERIALS AND INFORMATION

College Board shall furnish PSAT 8/9 materials and information as follows:

1. Materials for Students:
- a. Link to the Student Guide.
- b. PSAT 8/9 test materials delivered via College Board's Digital Testing Platform, BlueBook™, Assessment score report delivered as a PDF to Client via College Board's K-12 Reporting Portal.
- c. Information about scholarship and recognition programs College Board.
- d. Information from College Board to help students understand and navigate post-secondary and career pathways and opportunities through a College Board mobile application, as described in Annex 1 attached below.
- e. Access to SAT Practice Tools and Support as set forth below.
- f. Access to Bluebook and the test at school (Client will have access to a digital test preview to demonstrate the navigation and tools available to students in Bluebook).

2. Materials for Participating Schools:
- a. Materials to support test administration.
- b. Client will receive online access to test day toolkit (TDTK), College Board's digital test administration tool, and a downloadable PDF of the PSAT 8/9 testing publications.
- c. Access to a digital test preview to demonstrate the navigation and tools available to students in the digital testing platform.
- d. Materials to support students receiving accommodations which require a paper test, including applicable instructions and the paper testing materials.
- e. Access to individual student score reports and aggregate score reports, and downloadable student data file delivered via College Board's K-12 Reporting Portal.
- f. Access to AP Potential™ via College Board website.
- g. Insights and reporting on students' participation in the College Board mobile application and insights to support student engagement in exploring college and career information and opportunities, as further described in Annex1.

3. Reports for District:
- a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board's K-12 Reporting Portal.
- b. Access to AP Potential via College Board website.

4. Delivering SAT Practice Tools and Support. In addition to the free practice tools available at https://sat.collegeboard.org/practice, all students will have access to a. full-length practice tests in Bluebook and b. focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website at https://www.khanacademy.org/digital-sat. Client and students shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

III. CLIENT RESPONSIBILITIES

1. In connection with PSAT 8/9, Client agrees that it will, or will ensure each Participating School will:
- a. Comply with the Legal Terms for Educators and Institutions at https://privacy.collegeboard.org/educator-legal-terms?navId=gf-edterms.
- b. Review the information in Annex 1 below and incorporated herein about College Board's mobile application available for students.
- c. Place orders by the ordering deadline. Orders cannot be decreased after the ordering deadline for PSAT 8/9.
- d. Designate personnel to act as a Test Coordinator, SSD Coordinator (defined below), Technology Coordinator, Technology Monitor, Proctors and Room or Hall Monitors (collectively, 'Designated Personnel').
- e. Ensure compliance with the requirements for training and other guidelines in publications shared with you.
- f. Verify and update, if necessary, the Test Coordinator name and contact information.
- g. Submit Eligibility Forms for students with disabilities who do not already have a College Board SSD Eligibility Code (see calendar for deadlines).

h. Ensure that registered students are provided a link to the online PSAT 8/9 Student Guide (https://satsuite.collegeboard.org/media/pdf/psat-8-9-student-guide.pdf) **at least two weeks before the anticipated start of testing.**
i. Administer the test to students under standard College Board national test administration and security policies, procedures and protocols as specified in training and/or instructional material shared with Client and in compliance with Designated Personnel Guide directions.
j. Administer the test only during the authorized Testing Window for which the school is registered.
k. Receive emails from College Board regarding the tests and their related offerings and share emails and coordinate communications with other staff at your schools as necessary.
l. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where the only option is to complete testing on the other days during the testing window. This is Client's sole remedy in relation to such disruption.
    1. Testing may not be available in the case of severe weather or other disruptions, including without limitation epidemics, that require lengthy closures at your school that extend beyond the end of the Testing Window.

IV. DIGITAL AND PAPER TESTING REQUIREMENTS; ACCOMMODATIONS

1. Digital Testing Requirements

a. The Test Coordinator will ensure compliance with training requirements for all testing staff at each Participating School who will complete all required College Board Test Day Staff Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
b. The Technology Coordinator for each Participating School will ensure the successful and accurate completion of all digital readiness and technology setup activities. These include: a dedicated device for Test Coordinator(s) to monitor test activities, a proctor device to administer the digital test in each testing room, and devices for each test-taking student with College Board's Digital Testing Platform, Bluebook™, installed. Additional information on the devices required for test day, including recommendations on battery and power source, supported operating systems, supported web browsers, and network configuration can be found at https://bluebook.collegeboard.org/technology/devices. Client must ensure that each Participating School can meet College Board Digital Testing Requirements as outlined on the referenced website.
c. Client shall complete College Board's Registration process for each student scheduled to test by the registration deadline.
d. If you are administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet students' testing needs, Client should arrange for alternate accommodation supports.

2. Paper Tests

a. College Board may provide a limited number of paper test books for students requiring accommodations that cannot be delivered as a digital test or otherwise as approved by College Board.
b. Client, or Participating Schools, as applicable, will keep all test books in locked storage until test date.
c. Participating Schools will collect all test books at the end of the test.
d. Participating Schools will promptly complete the process for submitting responses for students that test using paper materials in accordance with the policies and processes provided by College Board to Test or SSD Coordinators.
e. Participating Schools will promptly return all paper test materials in accordance with the policies and processes provided by College Board to Test Coordinators.

3. ACCOMMODATIONS

Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each Participating School to facilitate the application for and administration of approved accommodations. SSD Coordinators are responsible for notifying students when and where to report on test day. Early testing or testing at times other than those published by College Board is not permitted under any circumstances. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at SSD Coordinator Form (https://app.smartsheet.com/b/form/eb56b797c0e64cf392fbeb5d28edee4b). Test coordinators may order special test formats that best match students' accommodations, including, for example, braille with raised line drawings; contracted, large-print materials; and reader's script, such as text or prerecorded audio (MP3) via streaming.

English Learner (EL) Supports include printed translated test directions, use of approved bilingual word-to-word dictionaries, and up to time-and-one-half extended time, Text to speech for Math sections and extended time must be requested annually in SSD Online for each student seeking to use one or more of these EL Support(s).

V. REQUIRED INFORMATION AND TRAINING

1. Client shall furnish College Board with: a. a list of Participating Schools with their respective College Board school code online in College Board's SAT Suite Ordering and Registration system located at the following location ordering.collegeboard.org ('SSOR'), b. a list of all students registered for the exam are submitted online using the registration template in the College Board registration system located at the following location ordering.collegeboard.org and c. Client's contacts entered online in SSOR.

Changes to Participating Schools. Changes to the list of Participating Schools must be made online in the SSOR no later than **two weeks prior to the beginning of the Testing Window.**

If Client omits schools from the List of Participating Schools, then such schools shall not be covered under this Schedule.

2. **Training of Designated Personnel at the Participating Schools.** College Board will make available online all necessary training and/or instructional materials to Designated Personnel. The required training and/or instructional materials will be made available online by College Board to Client and **must be completed two weeks before the test administration date**.

Designated Personnel are required to utilize College Board's Test Day Toolkit ('TDTK') application in connection with the administration of the PSAT 8/9. Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the PSAT 8/9 Coordinator training and instructional materials. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fails to complete such training prior to the scheduled test administration.

VI. TESTING

1. **PSAT 8/9 Testing Window.** Client has agreed to administer the PSAT 8/9 to registered students during the Testing Window(s) selected by Client in SSOR. In order to test, Client, or students, as applicable, will be required to install Bluebook on school owned devices that meet College Board technical specifications. Students using personal devices will be required to install Bluebook on compatible devices. Client shall provide internet access to each testing device.

2. **Administering the PSAT 8/9.** The PSAT 8/9 will be administered to Students under standard College Board national test administration and security protocols as specified in the PSAT 8/9 testing publications and PSAT 8/9 Test Coordinator training and instructional materials, unless otherwise stated in this Schedule. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the PSAT 8/9 Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration from College Board. Client personnel must use TDTK in connection with the administration of the PSAT 8/9. This Agreement does not guarantee that all students registered by Client for the Program will actually test. It is the responsibility of Client to encourage students to complete the program. Students will follow the guidelines in applicable College Board digital student materials.

3. **Client Testing Delays.** Should an event occur that would require Participating School(s) to close for reasons beyond the reasonable control of such Participating School(s) (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a 'Delay Event'), the Participating School(s) should adjust testing until later in the Testing Window.

Client understands that by selecting the last week of a Testing Window as their main administration date, if there is a Delay Event, there may be no additional PSAT 8/9 test dates. In such cases, this Agreement remains in full force and effect. No additional administration of the assessment will be made available after the Testing Window.

VII. COLLEGE BOARD COLLECTION, USE AND DISCLOSURE OF DATA.

1. Client acknowledges and agrees that the data collected from the administration of the assessment ordered under this Agreement is subject to the terms below, which are further described within College Board's privacy policies, available at https://privacy.collegeboard.org.

College Board shall collect from Client, or Participating School, as applicable, the following student data in connection with the registration of the assessments you are ordering under this Agreement, with those asterisked required for registration. Client and College Board agree to comply with the Family Educational Rights and Privacy Act, 20 U.S.C.

s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ('FERPA'), as applicable. Client will obtain any and all consents necessary for students to participate in the assessment(s), if any.

- *First and last name
- Middle initial
- *Date of Birth
- *Attending institution (AI Code)
- *Grade
- *Gender
- *Test administration indicator (that is, which assessment)
- *Season for testing
- *Student identifier

For digital testing, College Board will receive certain information about the device used by the student and monitor and capture actions students take when using Bluebook to ensure the device is compatible for and monitor test security purposes, for test validation and research, as well as to develop and improve College Board products and services. We may disclose this information but only in aggregated and de-identified form.

College Board may collect additional data and information from students in connection with the assessments, all of which is optional and subject to College Board's privacy policies. *See Annex 1 for more information.*

2. College Board may also collect, retain, use and share students' personally identifiable information to perform this Agreement including for the purposes outlined below.

a. Score Reporting to Students: College Board will report to the student the score achieved on assessments which are the subject matter of this Agreement, insights from those scores, and their AP Potential.
b. Score Report to Schools, Districts and State' Schools, Districts and the State will have access, including through College Board's online reporting portals, to students' assessments score(s) and data derived from the score(s) the student received on past and future College Board assessments, consistent with disclosures to the students.
c. Accommodations: College Board uses student data to process applications for testing accommodations and to communicate with the SSD coordinator and students regarding accommodations.
d. Test Security: College Board may use student data to identify and investigate potential test security incidents, communicate with students about any such incidents, and protect and enhance test security. College Board may disclose the results of test security investigations with third parties, including to the student's school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient government agency in the U.S or abroad, parents, legal guardians, or law enforcement.
e. Research: College Board may use de-identified student data for psychometric and educational research purposes to evaluate the validity of our assessments and ensure that tests are unbiased in terms of race, gender, and culture. College Board may use de-identified data to demonstrate the effectiveness of College Board programs and services. College Board may also use data to maintain, develop, support, improve and diagnose our services and applications.
f. Operational Third Parties: College Board may use and disclose personally identifiable information to third parties providing services to College Board as necessary for its performance of the services in this Agreement and others necessary to administer the SAT Suite and related services. These vendors cannot relicense, sell, rent, or otherwise repurpose the information. These organizations have contractual requirements to protect personally identifiable information from unauthorized access, use, or disclosure.
g. Other: College Board may disclose student data as required by law, when we believe in good faith that it's necessary to protect our rights, protect an individual's safety or the safety of others, investigate fraud, or respond to a government request.

College Board may retain information as needed for legitimate educational purposes, to provide services to students or their educational institution, comply with legal obligations, resolve disputes, and enforce College Board's agreements, which survive this Agreement.

Client acknowledges that students may desire to continue and further develop a direct relationship beyond the administration of SAT Suite of Assessments for the purposes of students' college and career readiness by utilizing College Board's services available to all students. The terms and conditions of this Agreement related to the collection, maintenance, use, and disclosure of data shall only apply to the data College Board receives in connection with this Agreement, or any data privacy agreement. Nothing in this Agreement is intended to diminish or interfere with student's personal rights in their assessment data, as students have rights independent of this Agreement to access, retain, and use their test scores, including for tests which are the subject matter of this Agreement, and no provisions in this Agreement are intended to address or cover data that College Board has, or may receive, for services which are outside the scope of this Agreement.

VIII. DATA PROTECTION AND SECURITY MEASURES

1. **Data Protection**. College Board shall take actions to protect the security and confidentiality of personally identifiable information that may be obtained pursuant to this Agreement in a manner consistent with industry standards. College Board will maintain a SOC 2 Type II report.

College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of personally identifiable information that may be obtained pursuant to this Agreement, as determined by College Board. College Board shall host content in a secure environment that uses Web Application Firewalls/security groups and other advanced technologies designed to prevent interference or access from outside intruders.

College Board encrypts personally identifiable information that may be obtained pursuant to this Agreement in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When College Board's platforms are accessed using a supported web browser, Transport Layer Security('TLS') or equivalent technology protects information while in transit, using both server authentication and data encryption to help secure the data and limit availability to only authorized users.

Client shall be responsible for removing access to College Board's platforms for any personnel who no longer should have access, or promptly notifying College Board to request removal of any such access.

2. **Security Measures**. College Board will extend the confidentiality requirements and security measures identified in this Agreement by contract to subcontractors used by College Board, if any, to provide services related to this Agreement. College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies for the duration of this Agreement, as defined by College Board. College Board utilizes cloud hosting service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained pursuant to this Agreement in the United States where technically feasible and reasonable, as determined solely by College Board.

IX. COLLEGE BOARD CUSTOMER SERVICE

1. **Dedicated PSAT 8/9 Customer Service for Educators:** College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:

a) Step-by-step assistance with College Board online tools including the SSD System, SSOR and TDTK;
b) Assistance with completing required forms such as School Code Request Form;
c) Assistance with technical complications for Bluebook Installation and Registration login, for example; and
d) Feedback mechanism for counselors.

Dates and Times of Service: **Available three months prior to primary test date.** Standard hours of operation: Monday through Friday 9:00 a.m. to 6:00 p.m. Eastern Standard Time. Customer service for the PSAT 8/9 Program can also be accessed online at the following web address: https://satsuite.collegeboard.org/contact-us.

X. ADDITIONAL PSAT 8/9 TERMS AND CONDITIONS

1. **Ownership of Intellectual Property**. College Board is the exclusive owner of all rights in and to the digital Testing Platform, Bluebook, Test Day Toolkit (TDTK), K-12 Reporting Portal, AP Potential, guidebooks for students and Designated Personnel, SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10, and PSAT 8/9 examinations, all individual test items (questions) contained therein, including all copies thereof, test booklets, all examination materials and all data collected therefrom, including but not limited to student scores derived from the exam, are at all times exclusively owned by College Board. In addition, College Board is the exclusive owner of AP Potential, College Board's mobile app described below, and all publications and reports associated with SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10 and PSAT 8/9 described in this Agreement including all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (all platforms, exams and related material referenced in this provision are collectively referred to as 'College Board Intellectual Property'). Client acknowledges and agrees that nothing in this Agreement shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing any questions from the assessments including from digital testing or paper test booklets (if used) in whole or in part, without the prior written consent of College Board.

Education Question Bank and License. The Educator Question Bank (f/k/a SAT Suite Educator Bank) provides educators with the ability to access released PSAT 8/9, PSAT 10, and SAT questions by content domain, and score bands are provided for each question. College Board will release at least one full 'adaptive test panel' of content for each section of each assessment each year.

College Board grants Client a non-exclusive, limited and revocable license to use the Educator Question Bank and any other released questions for the purpose of classroom teaching and internal reporting only. The questions and answers explanation include College Board copyrighted content and may also include third-party copyrighted content which you may only use for the aforementioned purposes. Client acknowledges and agrees that there is no right to upload or post online, cache, reproduce, modify, display, edit, alter or enhance any portion of the Educator Question Bank questions and answers or the third-party content in any manner without express written permission from College Board and the owner of the third-party content.

College Board reserves the right to revoke the above license grant if Client violates the terms of the license. In addition, College Board shall not be liable to Client nor any third party for Client's use of the question and answers explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.

2. **Student Score Report License**. College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to access and use the student score reports provided for the assessment(s) pursuant to this Agreement for the legitimate educational purposes of internal analysis, which includes your internal training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports or the data derived from them externally or to third parties other than the student without the express written consent of College Board.

XI. FEE CALCULATION

Fees. The fee calculation for this Schedule is based on the Client selections in SSOR to the extent applicable. Pricing adjustments that reduce the fee per test for an amount less than the retail price are provided at the sole discretion of College Board.

Clients will be charged the fee in the attached Budget Schedule based on the number of PSAT 8/9 tests submitted. For assessment orders exceeding 50 tests, student registrations may not exceed 150% of the order volume specified in the Budget Schedule. The test volumes and total cost indicated in the Budget Schedule are estimates.

College Board reserves the right to suspend ordering for the SAT Suite of Assessments if Client has an outstanding undisputed invoice(s) to College Board in an amount greater than $300 for more than 90 days from the invoice date. Clients who have been suspended will be precluded from ordering any SAT Suite of Assessments in College Board's online ordering system until the invoice(s) has been paid in full. Access will not be denied if there is a third party (your District or State or another school) responsible for the payment of such outstanding invoices.

XII. CLIENT CONTACT INFORMATION

	Primary[1]	Procurement[2]
Name:	Tara Battistoni	Kevin McCaffery
Title:	Supervisor of Research, Development, and Student Testing	
Address:	422 Highland Ave	236 Grand St
City/State/Zip:	Waterbury, CT 06708-3443	Waterbury, CT 06702-1933
Phone:	2035748283	2035746747
Email:	tbattistoni@waterbury.k12.ct.us	kmccaffery@waterburyct.org

[1] This is the person to whom College Board should direct primary communications.
[2] This is the person to whom College Board should send the Contract for review and approval within the district procurement/contract department.

PSAT™ 10
SHELF SCHEDULE

I. BACKGROUND

College Board owns and delivers its national standardized tests to students. This Schedule outlines how a Client sponsors a PSAT™ 10 administration at its schools ('Participating Schools') for students during a certain designated period ('Testing Window') and what data and reports may be provided to Client through our online data portal (collectively, the 'Program').

II. PROGRAM MATERIALS AND INFORMATION

College Board shall furnish PSAT 10 materials and information as follows:

1. Materials for Students:
- a. Link to the Student Guide.
- b. PSAT 10 test materials delivered via College Board's Digital Testing Platform, BlueBook™, Assessment score report delivered as a PDF to Client via College Board's K-12 Reporting Portal.
- c. Information about scholarship and recognition programs offered by College Board.
- d. Information from College Board to help students understand and navigate post-secondary and career pathways and opportunities through a College Board mobile application, as described in Annex 1 below.
- e. Access to SAT Practice Tools and Support as set forth below.
- f. Access to Bluebook and the test at school (Client will have access to a digital test preview to demonstrate the navigation and tools available to students in Bluebook).

2. Materials for Participating Schools:
- a. Materials to support test administration.
- b. Client will receive online access to test day toolkit (TDTK), College Board's digital test administration tool, and a downloadable PDF of the PSAT 10 testing publications..
- c. Access to a digital test preview to demonstrate the navigation and tools available to students in the digital testing platform.
- d. Materials to support students receiving accommodations which require a paper test, including applicable instructions and the paper testing materials.
- e. Access to individual student score reports and aggregate score reports, and downloadable student data file delivered via College Board's K-12 Reporting Portal.
- f. Access to AP Potential™ via College Board website.
- g. Insights and reporting on students' participation in the College Board mobile application and insights to support student engagement in exploring college and career information and opportunities, as further described in Annex1.

3. Reports for District:
- a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board's K-12 Reporting Portal.
- b. Access to AP Potential via College Board website.

4. Delivering SAT Practice Tools and Support. In addition to the free practice tools available at https://sat.collegeboard.org/practice, all students will have access to a. full-length practice tests in Bluebook and b. focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website at https://www.khanacademy.org/digital-sat. Client and students shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

III. CLIENT RESPONSIBILITIES

1. In connection with PSAT 10, Client agrees that it will, or will ensure each participating school will:
- a. Comply with the Legal Terms for Educators and Institutions at https://privacy.collegeboard.org/educator-legal-terms?navId=gf-edterms.
- b. Review the information in Annex 1 below and incorporated herein about College Board's mobile application available for students.
- c. Place orders by the ordering deadline. Orders cannot be decreased after the ordering deadline for PSAT 10.
- d. Designate personnel to act as a Test Coordinator, SSD Coordinator (defined below), Technology Coordinator, Technology Monitor, Proctors and Room or Hall Monitors (collectively, 'Designated Personnel').
- e. Ensure compliance with the requirements for training and other guidelines in publications shared with you.
- f. Verify and update, if necessary, the Test Coordinator name and contact information.

g. Submit Eligibility Forms for students with disabilities who do not already have a College Board SSD Eligibility Code (see calendar for deadlines).
h. Ensure that registered students are provided a link to the online PSAT 10 Student Guide (https://satsuite.collegeboard.org/media/pdf/official-student-guide-psat-10.pdf) **at least two weeks before the anticipated start of testing.**
i. Administer the test to students under standard College Board national test administration and security policies, procedures and protocols as specified in training and/or instructional material shared with Client and in compliance with Designated Personnel Guide directions.
j. Administer the test only during the authorized Testing Window for which the school is registered.
k. Receive emails from College Board regarding the tests and their related offerings and share emails and coordinate communications with other staff at your schools as necessary.
l. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where the only option is to complete testing on the other days during the testing window. This is Client's sole remedy in relation to such disruption.
    1. Testing may not be available in the case of severe weather or other disruptions, including without limitation epidemics, that require lengthy closures at your school that extend beyond the end of the Testing Window.

IV. DIGITAL AND PAPER TESTING REQUIREMENTS; ACCOMMODATIONS

1. Digital Testing Requirements

a. The Test Coordinator will ensure compliance with training requirements for all testing staff at each Participating School who will complete all required College Board Test Day Staff Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
b. The Technology Coordinator for each Participating School will ensure the successful and accurate completion of all digital readiness and technology setup activities. These include: a dedicated device for Test Coordinator(s) to monitor test activities, a proctor device to administer the digital test in each testing room, and devices for each test-taking student with College Board's Digital Testing Platform, Bluebook™, installed. Additional information on the devices required for test day, including recommendations on battery and power source, supported operating systems, supported web browsers, and network configuration can be found at https://bluebook.collegeboard.org/technology/devices. Client must ensure that each Participating School can meet College Board Digital Testing Requirements as outlined on the referenced website.
c. Client shall complete College Board's Registration process for each student scheduled to test by the registration deadline.
d. If administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet students' testing needs, Client should arrange for alternate accommodation supports.

2. Paper Tests

a. College Board may provide a limited number of paper test books for students requiring accommodations that cannot be delivered as a digital test or otherwise as approved by College Board.
b. Client, or Participating Schools, as applicable, will keep all test books in locked storage until test date.
c. Participating Schools will collect all test books at the end of the test.
d. Participating Schools will promptly complete the process for submitting responses for students that test using paper materials in accordance with the policies and processes provided by College Board to Test or SSD Coordinators.
e. Participating Schools will promptly return all paper test materials in accordance with the policies and processes provided by College Board to Test or SSD Coordinators.

3. ACCOMMODATIONS.

Accommodations for students with disabilities will be granted and administered according to College Board's standard eligibility and administration procedures. Students must apply for accommodations under College Board's Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at https://accommodations.collegeboard.org/. Only College Board-approved accommodations are permitted. Students who use accommodated test materials without the College Board's prior approval may not receive scores or may otherwise have their scores cancelled or invalidated, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each Participating School to facilitate the application for and administration of approved accommodations. SSD Coordinators are responsible for notifying students when and where to report on test day. Early testing or testing at times other than those published by College Board is not permitted under any circumstances. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at SSD Coordinator

Form (https://app.smartsheet.com/b/form/eb56b797c0e64cf392fbeb5d28edee4b). Students with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program. Test coordinators may order special test formats that best match students' accommodations, including, for example, braille with raised line drawings; contracted, large-print materials; and reader's script, such as text or prerecorded audio (MP3) via streaming.

English Learner (EL) Supports include printed translated test directions, use of approved bilingual word-to-word dictionaries, and up to time-and-one-half extended time, Text to speech for Math sections and extended time must be requested annually in SSD Online for each student seeking to use one or more of these EL Support(s).

V. REQUIRED INFORMATION AND TRAINING

1. Client shall furnish College Board with: a. a list of Participating Schools with their respective College Board school code online in College Board's SAT Suite Ordering and Registration system located at the following location ordering.collegeboard.org ('SSOR'), b. a list of all students registered for the exam are submitted online using the registration template in the College Board registration system located at the following location ordering.collegeboard.org and c. Client's contacts entered online in SSOR.

Changes to Participating Schools. Changes to the list of Participating Schools must be made online in SSOR no later than **two weeks prior to the beginning of the Testing Window**.

If Client omits schools from the List of Participating Schools, then such schools shall not be covered under this Schedule.

2. **Training of Designated Personnel at the Participating Schools.** College Board will make available online all necessary training and/or instructional materials to Designated Personnel. The required training and/or instructional materials will be made available online by College Board to Client and **must be completed two weeks before the test administration date**.

Designated Personnel are required to utilize College Board's Test Day Toolkit ('TDTK') application in connection with the administration of the PSAT 10. Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the PSAT 10 Coordinator training and instructional materials. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fails to complete such training prior to the scheduled test administration.

VI. TESTING

1. **PSAT 10 Testing Window.** Client has agreed to administer the PSAT 10 to registered students during the Testing Window(s) selected by Client in SSOR. In order to test, Client, or students, as applicable, will be required to install Bluebook on school owned devices that meet College Board technical specifications. Students using personal devices will be required to install Bluebook on compatible devices. Client shall provide internet access to each testing device.

2. **Administering the PSAT 10.** The PSAT 10 will be administered to students under standard College Board national test administration and security protocols as specified in the PSAT 10 testing publications and PSAT 10 Test Coordinator training and instructional materials, unless otherwise stated in this Schedule. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the PSAT 10 Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration from College Board. Client personnel must use TDTK in connection with the administration of the PSAT 10. This Agreement does not guarantee that all students registered by Client for the Program will actually test. It is the responsibility of Client to encourage students to complete the program. Students will follow the guidelines in applicable College Board digital student materials.

3. **Client Testing Delays.** Should an event occur that would require Participating School(s) to close for reasons beyond the reasonable control of such Participating School(s) (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a 'Delay Event'), the Participating School(s) should adjust testing until later in the Testing Window.
Client understands that by selecting the last week of a Testing Window as their main administration date, if there is a Delay Event, there may be no additional PSAT 10 test dates. In such cases, this Agreement remains in full force and effect. No additional administration of the assessment will be made available after the Testing Window.

VII. COLLEGE BOARD COLLECTION, USE AND DISCLOSURE OF DATA.

1. Client acknowledges and agrees that the data collected from the administration of the assessment ordered under this Agreement is subject to the terms below, which are further described within College Board's privacy policies, available at https://privacy.collegeboard.org.

College Board shall collect from Client, or Participating School, as applicable, the following student data in connection with the registration of the assessments you are ordering under this Agreement, with those asterisked required for registration. Client and College Board agree to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ('FERPA'), as applicable. Client will obtain any and all consents necessary for students to participate in the assessment(s), if any.

- *First and last name
- Middle initial
- *Date of Birth
- *Attending institution (AI Code)
- *Grade
- *Gender
- *Test administration indicator (that is, which assessment)
- *Season for testing
- *Student identifier

College Board may collect additional data and information from students in connection with the assessments, all of which is optional and subject to College Board's privacy policies. *See Annex 1 for more information.*

For digital testing, College Board will receive certain information about the device used by the student and monitor and capture actions students take when using Bluebook to ensure the device is compatible and for test security purposes, for test validation and research, as well as to develop and improve College Board products and services. We may disclose this information but only in aggregated and de-identified form.

2. College Board may also collect, retain, use and share students' personally identifiable information to perform this Agreement including for the purposes outlined below.

a. For PSAT 10 and PSAT/NMSQT, National Recognition Programs: College Board uses student data to determine a student's eligibility to apply for or to receive its National Recognition Programs, award(s), for administration of the National Recognition Program, and share information with the student and their high school and district about the students' eligibility and recognition status.
b. Score Reporting to Students: College Board will report to the student the score achieved on assessments which are the subject matter of this Agreement, insights from those scores, and their AP Potential.
c. Score Report to Schools, Districts and State: Schools, Districts and the State will have access, including through College Board's online reporting portals, to students' assessments score(s) and data derived from the score(s) the student received on past and future College Board assessments, consistent with disclosures to the students.
d. Accommodations: College Board uses student data to process applications for testing accommodations and to communicate with the SSD coordinator and students regarding accommodations.
e. Test Security: College Board may use student data to identify and investigate potential test security incidents, communicate with students about any such incidents, and protect and enhance test security. College Board may disclose the results of test security investigations with third parties, including to the student's school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient government agency in the U.S or abroad, parents, legal guardians, or law enforcement.
f. Research: College Board may use de-identified student data for psychometric and educational research purposes to evaluate the validity of our assessments and ensure that tests are unbiased in terms of race, gender, and culture. College Board may use de-identified data to demonstrate the effectiveness of College Board programs and services. College Board may also use data to maintain, develop, support, improve and diagnose our services and applications.
g. Operational Third Parties: College Board may use and disclose personally identifiable information to third parties providing services to College Board as necessary for its performance of the services in this Agreement and others necessary to administer the SAT Suite and related services. These vendors cannot relicense, sell, rent, or otherwise repurpose the information. These organizations have contractual requirements to protect personally identifiable information from unauthorized access, use, or disclosure.
h. Other: College Board may disclose student data as required by law, when we believe in good faith that it's necessary to protect our rights, protect an individual's safety or the safety of others, investigate fraud, or respond to a government request.

College Board may retain information as needed for legitimate educational purposes, to provide services to students or their educational institution, comply with legal obligations, resolve disputes, and enforce College Board's agreements, which survive this Agreement.

Client acknowledges that students may desire to continue and further develop a direct relationship beyond the administration of SAT Suite of Assessments for the purposes of students' college and career readiness by utilizing College Board's services available to all students. The terms and conditions of this Agreement related to the collection, maintenance, use, and disclosure of data shall only apply to the data College Board receives in connection with this Agreement. Nothing in this Agreement, or any data privacy agreement, is intended to diminish or interfere with student's personal rights in their assessment data, as students have rights independent of this Agreement to access, retain, and use their test scores, including for tests which are the subject matter of this Agreement, and no provisions in this Agreement are intended to address or cover data that College Board has, or may receive, for services which are outside the scope of this Agreement.

VIII. DATA PROTECTION AND SECURITY MEASURES

1. **Data Protection**. College Board shall take actions to protect the security and confidentiality of personally identifiable information that may be obtained pursuant to this Agreement in a manner consistent with industry standards. College Board will maintain a SOC 2 Type II report.

College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of personally identifiable information that may be obtained pursuant to this Agreement, as determined by College Board. College Board shall host content in a secure environment that uses Web Application Firewalls/security groups and other advanced technologies designed to prevent interference or access from outside intruders.

College Board encrypts personally identifiable information that may be obtained pursuant to this Agreement in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When College Board's platforms are accessed using a supported web browser, Transport Layer Security ('TLS') or equivalent technology protects information while in transit, using both server authentication and data encryption to help secure the data and limit availability to only authorized users.

Client shall be responsible for removing access to College Board's platforms for any personnel who no longer should have access, or promptly notifying College Board to request removal of any such access.

2. **Security Measures**. College Board will extend the confidentiality requirements and security measures identified in this Agreement by contract to subcontractors used by College Board, if any, to provide services related to this Agreement. College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies for the duration of this Agreement, as defined by College Board. College Board utilizes cloud hosting service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained pursuant to this Agreement in the United States where technically feasible and reasonable, as determined solely by College Board.

IX. COLLEGE BOARD CUSTOMER SERVICE

1. **Dedicated PSAT 10 Customer Service for Educators:** College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:

a. Step-by-step assistance with College Board online tools including the SSD System, SSOR and Test Day Toolkit (TDTK);
b. Assistance with completing required forms such as School Code Request Form;
c. Assistance with technical complications for Bluebook Installation and Registration login, for example; and
d. Feedback mechanism for counselors.

Dates and Times of Service: **Available three months prior to primary test date**. Standard hours of operation: Monday through Friday 9:00 a.m. to 6:00 p.m. Eastern Standard Time. Customer service for the PSAT 10 Program can also be accessed online at the following web address: https://satsuite.collegeboard.org/contact-us.

X. ADDITIONAL PSAT 10 TERMS AND CONDITIONS

1. **Ownership of Intellectual Property**. College Board is the exclusive owner of all rights in and to the digital Testing Platform, Bluebook, Test Day Toolkit (TDTK), K-12 Reporting Portal, AP Potential, guidebooks for students and Designated Personnel, SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10, and PSAT 8/9 examinations, all individual test items (questions) contained therein, including all copies thereof, test booklets, all examination materials and all data collected therefrom, including but not limited to student scores derived from the exam, are at all times exclusively owned by College Board. In addition, College Board is the exclusive owner of AP Potential, College Board's mobile app described below, and all publications and reports associated with SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10 and PSAT 8/9 described in this Agreement including all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (all platforms, exams and related material referenced in this provision are collectively referred to as 'College Board Intellectual Property'). Client acknowledges and agrees that nothing in this Agreement shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing any questions from the assessments including from digital testing or paper test booklets (if used) in whole or in part, without the prior written consent of College Board.

Educator Question Bank and License. The Educator Question Bank (f/k/a SAT Suite Educator Bank) provides educators with the ability to access released PSAT 8/9, PSAT 10, and SAT questions by content domain, and score bands are provided for each question. College Board will release at least one full 'adaptive test panel' of content for each section of each assessment each year.

College Board grants Client a non-exclusive, limited and revocable license to use the Educator Question Bank and any other released questions for the purpose of classroom teaching and internal reporting only. The questions and answers explanation include College Board copyrighted content and may also include third-party copyrighted content which you may only use for the aforementioned purposes. Client acknowledges and agrees that there is no right to upload or post online, cache, reproduce, modify, display, edit, alter or enhance any portion of the Educator Question Bank questions and answers or the third-party content in any manner without express written permission from College Board and the owner of the third-party content.

College Board reserves the right to revoke the above license grant if Client violates the terms of the license. In addition, College Board shall not be liable to Client nor any third party for Client's use of the question and answers explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.

2. **Student Score Report License**. College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to access and use the student score reports provided for the assessment(s) pursuant to this Agreement for the legitimate educational purposes of internal analysis, which includes your internal training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports or the data derived from them externally or to third parties other than the student without the express written consent of College Board.

XI. FEE CALCULATION

Fees. The fee calculation for this Schedule is based on the Client selections in SSOR to the extent applicable. Pricing adjustments that reduce the fee per test for an amount less than the retail price are provided at the sole discretion of College Board.

Clients will be charged the fee in the attached Budget Schedule based on the number of PSAT 10 tests submitted. For assessment orders exceeding 50 tests, student registrations may not exceed 150% of the order volume specified in the Budget Schedule. The test volumes and total cost indicated in the Budget Schedule are estimates.

College Board reserves the right to suspend ordering for the SAT Suite of Assessments if Client has an outstanding undisputed invoice(s) to College Board in an amount greater than $300 for more than 90 days from the invoice date. Clients who have been suspended will be precluded from ordering any SAT Suite of Assessments in College Board's online ordering system until the invoice(s) has been paid in full. Access will not be denied if there is a third party (your District or State or another school) responsible for the payment of such outstanding invoices.

XII. CLIENT CONTACT INFORMATION

	Primary[1]	Procurement[2]
Name:	Tara Battistoni	Kevin McCaffery
Title:	Supervisor of Research, Development, and Student Testing	
Address:	422 Highland Ave	236 Grand St
City/State/Zip:	Waterbury, CT 06708-3443	Waterbury, CT 06702-1933
Phone:	2035748283	2035746747
Email:	tbattistoni@waterbury.k12.ct.us	kmccaffery@waterburyct.org

[1] This is the person to whom College Board should direct primary communications.
[2] This is the person to whom College Board should send the Contract for review and approval within the district procurement/contract department.

PSAT/NMSQT®
SHELF SCHEDULE

I. BACKGROUND

College Board owns and delivers its national standardized tests to students. Taking the PSAT/NMSQT®[1] provides students with the opportunity to receive national recognition and scholarships through National Merit Scholarship Corporation. This Schedule outlines how a Client sponsors the PSAT/NMSQT administration at its schools ('Participating Schools') for students during a certain designated period ('Testing Window') and what data and reports may be provided to Client through our online data portal (collectively, the 'Program').

II. PROGRAM MATERIALS AND INFORMATION

College Board shall furnish PSAT/NMSQT materials and information as follows:

1. Materials for Students:
- a. Link to the Student Guide.
- b. PSAT/NMSQT test materials delivered via College Board's Digital Testing Platform, BlueBook™. Assessment score report delivered as a PDF to Client via College Board's K-12 Reporting Portal.
- c. Information about scholarship and recognition programs, offered by each of National Merit Scholarship Corporation and College Board, as applicable.
- d. Information from College Board to help participants understand and navigate post-secondary and career pathways and opportunities through a College Board mobile application, as described in Annex 1 below.
- e. Access to SAT Practice Tools and Support as set forth below.
- f. Access to Bluebook and the test at school (Client will have access to a digital test preview to demonstrate the navigation and tools available to students in Bluebook).

2. Materials for Participating Schools:
- a. Materials to support test administration.
- b. Client will receive online access to test day toolkit (TDTK), College Board's digital test administration tool, and a downloadable PDF of PSAT/NMSQT testing publications.
- c. Access to a digital test preview to demonstrate the navigation and tools available to students in the digital testing platform.
- d. Materials to support students receiving accommodations which require a paper test, including applicable instructions and the paper testing materials.
- e. Access to individual student score reports and aggregate score reports, and downloadable student data file delivered via College Board's K-12 Reporting Portal.
- f. Access to AP Potential™ via College Board website.
- g. Insights and reporting on students' participation in the College Board mobile application and insights to support student engagement in exploring college and career information and opportunities, as further described in Annex1.

3. Reports for District:
- a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board's K-12 Reporting Portal.
- b. Access to AP Potential via College Board website.

4. Delivering SAT Practice Tools and Support. In addition to the free practice tools available at https://sat.collegeboard.org/practice, all students will have access to a. full-length practice tests in Bluebook and b. focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website at https://www.khanacademy.org/digital-sat). Client and students shall use the Khan Academy Prep tool and materials in accordance with Khan Academy's guidelines.

III. CLIENT RESPONSIBILITIES

1. In connection with PSAT/NMSQT, Client agrees that it will, or will ensure each Participating School will:
- a. Comply with the Legal Terms for Educators and Institutions at https://privacy.collegeboard.org/educator-legal-terms?navId=gf-edterms.
- b. Review the information in Annex 1 below and incorporated herein about College Board's mobile application available for students.
- c. Place orders by the ordering deadline. Orders cannot be decreased after the ordering deadline for PSAT/NMSQT.

[1] PSAT/NMSQT is a registered trademark of College Board and National Merit Scholarship Corporation.

d. Designate personnel to act as a Test Coordinator, SSD Coordinator (defined below), Technology Coordinator, Technology Monitor, Proctors and Room or Hall Monitors (collectively, 'Designated Personnel').
e. Ensure compliance with the requirements for training and other guidelines in publications shared with you.
f. Verify and update, if necessary, the Test Coordinator name and contact information.
g. Submit Eligibility Forms for students with disabilities who do not already have a College Board SSD Eligibility Code (see calendar for deadlines).
h. Ensure that registered students are provided a link to the online PSAT/NMSQT Student Guide (https://satsuite.collegeboard.org/media/pdf/psat-nmsqt-student-guide.pdf) **at least two weeks before the anticipated start of testing.**
i. Administer the test to students under standard College Board national test administration and security policies, procedures and protocols as specified in training and/or instructional material shared with Client and in compliance with Designated Personnel Guide directions.
j. Administer the test only during the authorized Testing Window for which the school is registered.
k. Receive emails from College Board regarding the tests and their related offerings and share emails and coordinate communications with other staff at your schools as necessary.
l. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where the only option is to complete testing on the other days during the testing window. This is Client's sole remedy in relation to such disruption.
    1. Testing may not be available in the case of severe weather or other disruptions, including without limitation epidemics, that require lengthy closures at your school that extend beyond the end of the Testing Window.

IV. DIGITAL AND PAPER TESTING REQUIREMENTS; ACCOMMODATIONS

1. Digital Testing Requirements

a. The Test Coordinator will ensure compliance with training requirements for all testing staff at each Participating School who will complete all required College Board Test Day Staff Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
b. The Technology Coordinator for each Participating School will ensure the successful and accurate completion of all digital readiness and technology setup activities. These include: a dedicated device for Test Coordinator(s) to monitor test activities, a proctor device to administer the digital test in each testing room, and devices for each test-taking student with College Board's Digital Testing Platform, Bluebook™, installed. Additional information on the devices required for test day, including recommendations on battery and power source, supported operating systems, supported web browsers, and network configuration can be found at https://bluebook.collegeboard.org/technology/devices. Client must ensure that each Participating School can meet College Board Digital Testing Requirements as outlined on the referenced website.
c. Client shall complete College Board's Registration process for each student scheduled to test by the registration deadline.
d. If you are administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet students' testing needs, Client should arrange for alternate accommodation supports.

2. Paper Tests

a. College Board may provide a limited number of paper test books for students requiring accommodations that cannot be delivered as a digital test or otherwise as approved by College Board.
b. Client, or Participating Schools, as applicable, will keep all test books in locked storage until test date.
c. Participating Schools will collect all test books at the end of the test.
d. Participating Schools will promptly complete the process for submitting responses for students that test using paper materials in accordance with the policies and processes provided by College Board to Test or SSD Coordinators.
e. Participating Schools will promptly return all paper test materials in accordance with the policies and processes provided by College Board to Test or SSD Coordinators.

3. ACCOMMODATIONS

Accommodations for students with disabilities will be granted and administered according to College Board's standard eligibility and administration procedures. Students must apply for accommodations under College Board's Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at https://accommodations.collegeboard.org/. Only College Board-approved accommodations are permitted. Students who use accommodated test materials without the College Board's prior approval may not receive scores or may otherwise have their scores cancelled or invalidated, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator

('SSD Coordinator') is designated for each Participating School to facilitate the application for and administration of approved accommodations. SSD Coordinators are responsible for notifying students when and where to report on test day. Early testing or testing at times other than those published by College Board is not permitted under any circumstances. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at SSD Coordinator Form (https://app.smartsheet.com/b/form/eb56b797c0e64cf392fbeb5d28edee4b). Students with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program. Test coordinators may order special test formats that best match students' accommodations, including, for example, braille with raised line drawings; contracted, large-print materials; and reader's script, such as text or prerecorded audio (MP3) via streaming.

English Learner (EL) Supports include printed translated test directions, use of approved bilingual word-to-word dictionaries, and up to time-and-one-half extended time, Text to speech for Math sections and extended time must be requested annually in SSD Online for each student seeking to use one or more of these EL Support(s).

V. REQUIRED INFORMATION AND TRAINING

1. Client shall furnish College Board with: a. a list of Participating Schools with their respective College Board school code online in College Board's SAT Suite Ordering and Registration system located at the following location ordering.collegeboard.org ('SSOR'), b. a list of all students registered for the exam are submitted online using the registration template in the College Board registration system located at the following location ordering.collegeboard.org and c. Client's contacts entered online in SSOR.

Changes to Participating Schools. Changes to the list of Participating Schools must be made online in the SSOR no later than **two weeks prior to the beginning of the Testing Window**.

If Client omits schools from the List of Participating Schools, then such schools shall not be covered under this Schedule.

2. Training of Designated Personnel at the Participating Schools. College Board will make available online all necessary training and/or instructional materials to Designated Personnel. The required training and/or instructional materials will be made available online by College Board to Client and **must be completed two weeks before the test administration date**.

Designated Personnel are required to utilize College Board's Test Day Toolkit ('TDTK') application in connection with the administration of the PSAT/NMSQT. Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the PSAT/NMSQT Coordinator training and instructional materials. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fails to complete such training prior to the scheduled test administration.

VI. TESTING

1. PSAT/NMSQT Testing Window. Client has agreed to administer the PSAT/NMSQT to registered students during the Testing Window(s) selected by Client in SSOR. In order to test, Client, or students, as applicable, will be required to install Bluebook on school owned devices that meet College Board technical specifications. Students using personal devices will be required to install Bluebook on compatible devices. Client shall provide internet access to each testing device.

2. Administering the PSAT/NMSQT. The PSAT/NMSQT will be administered to students under standard College Board national test administration and security protocols as specified in the PSAT/NMSQT testing publications and PSAT/NMSQT Test Coordinator training and instructional materials, unless otherwise stated in this Schedule. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the PSAT/NMSQT Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration from College Board. Client personnel must use TDTK in connection with the administration of the PSAT/NMSQT. This Agreement does not guarantee that all Students registered by Client for the Program will actually test. It is the responsibility of Client to encourage students to complete the Program. Students will follow the guidelines in applicable College Board digital student materials.

3. Client Testing Delays. Should an event occur that would require Participating School(s) to close for reasons beyond the reasonable control of such Participating School(s) (for example, including, but not limited to, severe weather, extended

power outages, or a teacher's strike) (a 'Delay Event'), the Participating School(s) should adjust testing later in their Testing Window. No additional administration of the assessment will be made available after the Testing Window.

VII. COLLEGE BOARD COLLECTION. USE AND DISCLOSURE OF DATA

1. Client acknowledges and agrees that the data collected from the administration of the assessment ordered under this Agreement is subject to the terms below, which are further described within College Board's privacy policies, available at https://privacy.collegeboard.org.

College Board shall collect from Client, or Participating School, as applicable, the following student data in connection with the registration of the assessments you are ordering under this Agreement, with those asterisked required for registration. Client and College Board agree to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ('FERPA'), as applicable. Client will obtain any and all consents necessary for students to participate in the assessment(s), if any.

- *First and last name
- Middle initial
- *Date of Birth
- *Attending institution (AI Code)
- *Grade
- *Gender
- *Test administration indicator (that is, which assessment)
- *Season for testing
- *Student identifier

College Board may collect additional data and information from students in connection with the assessments, all of which is optional and subject to College Board's privacy policies. *See Annex 1 for more information.*

For digital testing, College Board will receive certain information about the device used by the student and monitor and capture actions students take when using Bluebook to ensure the device is compatible for and test security purposes, for test validation and research, as well as to develop and improve College Board products and services. We may disclose this information but only in aggregated and de-identified form.

2. College Board may also collect, retain, use and share students' personally identifiable information to perform this Agreement including for the purposes outlined below.

a. For PSAT 10 and PSAT/NMSQT, National Recognition Programs: College Board uses student data to determine a student's eligibility to apply for or receive its National Recognition Programs, award(s), for administration of the National Recognition Program and share information with the student, their high school and district about the students' eligibility and recognition status.
b. For PSAT/NMSQT, College Board will share scores, data derived from scores, certain student demographic information, and other information provided by students during testing with the National Merit Scholarship Corporation (NMSC) in order for NMSC to determine whether students are eligible for its National Merit Scholarship Program and administer this program in accordance with the PSAT/NMSQT Student Guide (https://satsuite.collegeboard.org/media/pdf/psat-nmsqt-student-guide.pdf) and www.nationalmerit.org. This includes NMSC sharing information with the student and their high school about the students' eligibility and recognition status.
c. Score Reporting to Students: College Board will report to the student the score achieved on the tests which are the subject matter of this Agreement, insights from those scores, and their AP Potential.
d. Score Report to Schools, Districts and State: Schools, Districts and the State will have access, including through College Board's online reporting portals, to students' assessments score(s) and data derived from the score(s) the student received on past and future College Board assessments, consistent with disclosures to the students.
e. Accommodations: College Board uses student data to process applications for testing accommodations and to communicate with the SSD coordinator and students regarding accommodations.
f. Test Security: College Board may use student data to identify and investigate potential test security incidents, communicate with students about any such incidents, and protect and enhance test security. College Board may disclose the results of test security investigations with third parties, including to the student's school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient government agency in the U.S or abroad, parents, legal guardians, or law enforcement.
g. Research: College Board may use de-identified student data for psychometric and educational research purposes to evaluate the validity of our assessments and ensure that tests are unbiased in terms of race, gender, and culture.

College Board may use de-identified data to demonstrate the effectiveness of College Board programs and services. College Board may also use data to maintain, develop, support, improve and diagnose our services and applications.

h. Operational Third Parties: College Board may use and disclose personally identifiable information to third parties providing services to College Board as necessary for its performance of the services in this Agreement and others necessary to administer the SAT Suite and related services. These vendors cannot relicense, sell, rent, or otherwise repurpose the information. These organizations have contractual requirements to protect personally identifiable information from unauthorized access, use, or disclosure.

i. Other: College Board may disclose student data as required by law, when we believe in good faith that it's necessary to protect our rights, protect an individual's safety or the safety of others, investigate fraud, or respond to a government request.

College Board may retain information as needed for legitimate educational purposes, to provide services to students or their educational institution, comply with legal obligations, resolve disputes, and enforce College Board's agreements, which survive this Agreement.

Client acknowledges that students may desire to continue and further develop a direct relationship beyond the administration of SAT Suite of Assessments for the purposes of students' college and career readiness by utilizing College Board's services available to all students. The terms and conditions of this Agreement related to the collection, maintenance, use, and disclosure of data shall only apply to the data College Board receives in connection with this Agreement. Nothing in this Agreement, or any data privacy agreement, is intended to diminish or interfere with student's personal rights in their assessment data, as students have rights independent of this Agreement to access, retain, and use their test scores, including for tests which are the subject matter of this Agreement, and no provisions in this Agreement are intended to address or cover data that College Board has, or may receive, for services which are outside the scope of this Agreement.

VIII. DATA PROTECTION AND SECURITY MEASURES

1. **Data Protection**. College Board shall take actions to protect the security and confidentiality of personally identifiable information that may be obtained pursuant to this Agreement in a manner consistent with industry standards. College Board will maintain a SOC 2 Type II report.

College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of personally identifiable information that may be obtained pursuant to this Agreement, as determined by College Board. College Board shall host content in a secure environment that uses Web Application Firewalls/security groups and other advanced technologies designed to prevent interference or access from outside intruders.

College Board encrypts personally identifiable information that may be obtained pursuant to this Agreement in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When College Board's platforms are accessed using a supported web browser, Transport Layer Security ('TLS') or equivalent technology protects information while in transit, using both server authentication and data encryption to help secure the data and limit availability to only authorized users.

Client shall be responsible for removing access to College Board's platforms for any personnel who no longer should have access or promptly notifying College Board to request removal of any such access.

2. **Security Measures**. College Board will extend the confidentiality requirements and security measures identified in this Agreement by contract to subcontractors used by College Board, if any, to provide services related to this Agreement. College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies for the duration of this Agreement, as defined by College Board. College Board utilizes cloud hosting service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained pursuant to this Agreement in the United States where technically feasible and reasonable, as determined solely by College Board.

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a. Step-by-step assistance with College Board online tools including SSD System, SSOR and Test Day Toolkit (TDTK);

b. Assistance with completing required forms such as School Code Request Form;
c. Assistance with technical complications for Bluebook Installation and Registration login, for example; and
d. Feedback mechanism for counselors.

Dates and Times of Service: **Available three months prior to primary test date**. Standard hours of operation: Monday through Friday 9:00 a.m. to 6:00 p.m. Eastern Standard Time. Customer service for the PSAT/NMSQT Program can also be accessed online at the following web address: https://satsuite.collegeboard.org/contact-us .

X. ADDITIONAL PSAT/NMSQT TERMS AND CONDITIONS

1. **Ownership of Intellectual Property**. College Board is the exclusive owner of all rights in and to the digital Testing Platform, Bluebook, Test Day Toolkit (TDTK), K-12 Reporting Portal, AP Potential, guidebooks for students and Designated Personnel, SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10, and PSAT 8/9 examinations, all individual test items (questions) contained therein, including all copies thereof, test booklets, all examination materials and all data collected therefrom, including but not limited to student scores derived from the exam, are at all times exclusively owned by College Board. In addition, College Board is the exclusive owner of AP Potential, College Board's mobile app described below, and all publications and reports associated with SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10 and PSAT 8/9 described in this Agreement including all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (all platforms, exams and related material referenced in this provision are collectively referred to as 'College Board Intellectual Property'). Client acknowledges and agrees that nothing in this Agreement shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing any questions from the assessments including from digital testing or paper test booklets (if used) in whole or in part, without the prior written consent of College Board.

Educator Question Bank and License. The Educator Question Bank (f/k/a SAT Suite Educator Bank)provides educators with the ability to access released PSAT 8/9, PSAT 10, and SAT questions by content domain, and score bands are provided for each question. College Board will release at least one full 'adaptive test panel' of content for each section of each assessment each year.

College Board grants Client a non-exclusive, limited and revocable license to use the Educator Question Bank and any other released questions for the purpose of classroom teaching and internal reporting only. The questions and answers explanation include College Board copyrighted content and may also include third-party copyrighted content which you may only use for the aforementioned purposes. Client acknowledges and agrees that there is no right to upload or post online, cache, reproduce, modify, display, edit, alter or enhance any portion of the Educator Question Bank questions and answers or the third-party content in any manner without express written permission from College Board and the owner of the third-party content.

College Board reserves the right to revoke the above license grant if Client violates the terms of the license. In addition, College Board shall not be liable to Client nor any third party for Client's use of the question and answers explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.

2. **Student Score Report License**. College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to access and use the student score reports provided for the assessment(s) pursuant to this Agreement for the legitimate educational purposes of internal analysis, which includes your internal training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports or the data derived from them externally or to third parties other than the student without the express written consent of College Board.

XI. FEE CALCULATION

Fees. The fee calculation for this Schedule is based on the Client selections in SSOR to the extent appliable. Pricing adjustments that reduce the fee per test for an amount less than the retail price are provided at the sole discretion of College Board.

Clients will be charged the fee in the attached Budget Schedule based on the number of PSAT/NMSQT tests submitted. For assessment orders exceeding 50 tests, student registrations may not exceed 150% of the order volume specified in the Budget Schedule. The test volumes and total cost indicated in the Budget Schedule are estimates.

College Board reserves the right to suspend ordering for the SAT Suite of Assessments if Client has an outstanding undisputed invoice(s) to College Board in an amount greater than $300 for more than 90 days from the invoice date. Clients who have been suspended will be precluded from ordering any SAT Suite of Assessments in College Board's online ordering system until the invoice(s) has been paid in full. Access will not be denied if there is a third party (Client's District or State or another school) responsible for the payment of such outstanding invoices.

XII. CLIENT CONTACT INFORMATION

	Primary[1]	Procurement[2]
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Title:	Supervisor of Research, Development, and Student Testing	
Address:	422 Highland Ave	236 Grand St
City/State/Zip:	Waterbury, CT 06708-3443	Waterbury, CT 06702-1933
Phone:	2035748283	2035746747
Email:	tbattistoni@waterbury.k12.ct.us	kmccaffery@waterburyct.org

[1] This is the person to whom College Board should direct primary communications.
[2] This is the person to whom College Board should send the Contract for review and approval within the district procurement/contract department.

Annex 1

College Board's College and Career Readiness Educational Services

With the Covered Assessments, College Board shall provide the following educational services to help students navigate post-secondary and career pathways and to help K-12 educators and counselors serve their students' needs (collectively, 'Educational Services').

'App' refers to a College Board mobile application, BigFuture® School, that students age 13 and older can download from the App Store to access Educational Services. The App is only available for students taking the SAT School Day, PSAT/NMSQT, PSAT 10 and PSAT 8/9. 'BigFuture School' as used herein refers to the Educational Services provided on the App (including in-App notifications if the student elects to turn on those notifications) and potential other channels such as through a website portal exclusively for the Educational Services.

SCORE INFORMATION: In BigFuture School, students may access their scores and other score information (collectively, 'Score Information') for College Board assessments including scores received by students on Covered Assessments. For the SAT Suite of Assessments, Score Information will include career readiness indicator(s) derived from the student's scores and the U.S. Department of Labor/Employment and Training Administration Occupational Information Network (O*NET), mapping the math, reading, and writing skills measured by the SAT to the qualitative and literacy skills for occupations in O*NET.

RECOMMENDATIONS: In BigFuture School, College Board may provide students with educational information and recommendations about college and career options including, for example, AP Potential, postsecondary options and opportunities, career pathways, scholarships, National Recognition Program potential eligibility, financial aid and paying for college information, and opportunities to participate in College Board research studies (collectively, 'Recommendations'). In providing and customizing Recommendations, College Board may use score(s) achieved on Covered Assessments, career readiness indicators as provided in their Score Information for SAT School Day, and student information collected in connection with Covered Assessments and through students' use of Educational Services. In the Recommendations, College Board may include third-party links to other sites that are not operated by us, including colleges, universities, scholarship organizations, and career information sites. College Board is not responsible for the content or operation of other websites, and links to other websites are not intended to imply endorsement of them by College Board.

CONNECTIONS*: Connections is available to students taking the SAT School Day, PSAT/NMSQT, PSAT 10 and PSAT 8/9 (for those students in 9th grade). Connections is a College Board program through which students are provided information about non-profit colleges, universities, nonprofit scholarship providers, and other government agencies administering educational programs ('Eligible Institutions') and may receive preliminary offers of admission from nonprofit colleges and universities ('Participating Colleges'). Information provided to students is based on criteria provided by those Eligible Institutions and Participating Colleges and student information and interests. This may include:

- student interests, demographics, students' use of Educational Services, and other information collected by College Board during Covered Assessment(s) for which the student opts-in to Connections;
- students' interests and preferences (such as through user controls within the App, through engagement in BigFuture School, and any updates students make to their information in their use of Educational Services);
- assessment score ranges the student received on past and future SAT, AP, PSAT/NMSQT, PSAT10 and PSAT 8/9 assessments;
- academic participation in AP classes (included only if a student is also participating in Connections through specific AP Classroom experience); and
- for preliminary offers of admission from Participating Colleges, assessment score ranges the student received on past and future SAT assessments may be used, and race and ethnicity will not be used.

College Board never shares students' personally identifiable information with Eligible Institutions or Participating Colleges as part of Connections.

Connections is entirely optional, and students must affirmatively opt-in and agree to College Board's use of their information as described above for Connections if they wish to participate. Unless an LEA or a school directs College Board to exclude its students from Connections (as further described below), students can opt-in during Covered Assessment(s) or in the App and may be able to do so through other channels. If a student opted-in to Connections during a prior SAT School Day, PSAT/NMSQT, PSAT 10, PSAT 8/9 assessment pursuant to an agreement with their school, district, or state, Client acknowledges and agrees to use of the student's information from Covered Assessment(s) under this Agreement in Connections, with notice of the same and opportunity to opt-out presented to any such students during the Covered Assessment(s).

Students can opt-out of Connections at any time, using any of the multiple ways provided, including, an opt-out feature within the App, an unsubscribe option from Connections emails, and by contacting College Board's customer service. Students can also choose to remain in Connections but opt-out of individual communications channels (emails and in-App).

Opted-in students may receive information from and about Eligible Institutions and Participating Colleges in the App (including in-App notifications if the student elects to turn on those notifications) and by email, subject to the student providing their email, and/or downloads the mobile application, all of which data elements are optional. Eligible Institutions and Participating Colleges do not know the identity of a student to whom information is delivered unless and until the student chooses to provide their personal information directly to the Eligible Institution or Participating College, which the student can only do outside of the App and outside of the Educational Services. A student may be able to link from the App or email to further content within BigFuture School or to an external webpage or webform hosted by that Eligible Institution or Participating College. Any preliminary offer of admission will include a school-specific website link through which the student may share their information directly with the Participating College, after which the Participating College may inform the student about any next steps to enroll as well as to be considered for any financial aid. College Board may track students' access to such links/webpages for purposes of reporting and analytics, but College Board will not disclose such information to Eligible Institutions or Participating Colleges other than in de-identified and aggregated form.

Content provided to students through Connections is created by Eligible Institutions and Participating Colleges and may include text, images, videos, and interactive elements. While Connections may be personalized by College Board (e.g., student name at the top of an email) through automated means, College Board is not responsible for and does not create, edit, or approve of the content. Notwithstanding the foregoing, College Board may send a communication to the student alerting them that information through Connections is forthcoming and/or available in BigFuture School for them to access.

For students who receive a preliminary offer of admission, there is no guarantee of admission, scholarships, or financial aid and it may require them to complete additional steps to accept the offer as defined by the Participating College(s). The Participating College(s) may also require confirmation of information it relied upon in making a preliminary offer of admission, such as requiring the student to submit their final transcript to complete the admissions process. Each Participating College makes the decision on preliminary offers of admission. College Board is not involved in any of the selection or decision making by the Participating College(s).

*Not offered in New York at this time. There may be other exclusions.

ADDITIONAL DETAILS REGARDING EDUCATIONAL SERVICES:

There is no incremental cost for Educational Services.

College Board shall provide Client with reporting on its students' use of Educational Services, with the content and cadence within College Board's sole discretion.

College Board collects certain information from students during Covered Assessments to ensure test validity and fairness, for identity matching and the purposes described above under the 'College Board Collection, Use, and Disclosure of Data' section. College Board also uses that information in Educational Services, as described above, and to communicate with students about their Covered Assessment(s) and the Educational Services. For students who use the Educational Services, they may be able to update this information within the Educational Services, if they so choose. **All questions are optional.**

Questions include the following:
- Home/Mailing Address
- Email Address
- Race
- Ethnicity
- First Language
- Best Language
- GPA
- Intended College Major
- Level of Education Aspirations
- Parents' Level of Education

The following are only asked for the PSAT/NMSQT:
- Whether the student is enrolled in high school traditional or homeschooled
- Whether the student will complete or leave high school and enroll full-time in college
- How many total years the student will spend in grades 9-12
- Whether the student is a U.S. citizen (for students testing outside the United States)

To use the App, College Board will provide a secure method for the student to access and authenticate their identity using information collected about them in connection with the Covered Assessment(s) and Educational Services. This may include Client

providing student information for this purpose, including, for example, student email address, students providing a mobile number during the administration of the Covered Assessment with their phone number then being used to authenticate into the App, and/or Client providing an access code to each student. By providing their mobile number, the student authorizes College Board to text them to download the App, authenticate into the App, and about their scores, including when their scores are available for Covered Assessments. **College Board does not use mobile numbers collected during Covered Assessments for any other purposes**. Students are encouraged to provide an email address solely for App account recovery purposes. The foregoing is clearly explained to the student.

Client may direct College Board to automatically exclude its students from Connections for the Covered Assessment(s) under this Agreement by contacting College Board Customer Service at (866) 609-1369. Client may visit collegeboard.org/connections-tc for more information about Connections and for access to an opt-out form. The purchase confirmation email will include a link to collegeboard.org/connections-tc and the opt-out form.

- Opt-outs must be submitted before the deadline communicated by College Board in order to suppress displaying the Connections opt-in to students during their testing experience for the Covered Assessment(s).
- If a student had already opted-in to Connections under this Agreement before Client opted-out, the student's data from Covered Assessment(s) under this Agreement will no longer be used for Connections upon College Board's implementation of Client's opt out.
- If Client excludes its students from Connections and a student is not participating in Connections through other assessment(s) outside of this Agreement, the student will not receive any new content or messaging and anything previously delivered may be still accessed by the student.
- If Client opts-out, scores the student received on Covered Assessment(s) may still be used for Connections as described above if the student opted-in to Connections through an agreement between College Board and their school, district, or state which has access to Covered Assessment score(s).
- In some instances, Client's state may have elected to opt-out its students and College Board will abide by that exclusion for Client's students.
- If Client opts-out, Client may revoke this opt-out election by contacting College Board at SAT Customer Service at 888-SAT-HELP, +1-212-520-8600 (International), or email sateducator@collegeboard.org.
- Upon opt-out, students will still be able to use BigFuture School to receive Score Information and Recommendations.

Students may have opportunities to link from BigFuture School to BigFuture® and to other college and career planning services on College Board's website, www.collegeboard.org. Those services are not part of Educational Services and do not use student data collected under the Covered Assessments which are the subject matter of this Agreement or any DPA; the only exception being scores on College Board assessments, as all students have independent rights in their own test scores, as further acknowledged above. Students use BigFuture in their personal capacity and may need a personal College Board account to use certain features. Students with personal College Board accounts may also be able to access their scores through their personal accounts. Students may also have opportunities to copy data from their personal College Board accounts to Educational Services for use in the Educational Services. Such data copies shall be considered part of Educational Services, and those copies are subject to the same privacy rules as student data collected during Covered Assessments. collegeboard.org/privacycenter.

Use of Artificial Intelligence. College Board may use artificial intelligence, machine learning, and other computational methods (collectively, 'AI'), including in the development and scoring of tests and for test security purposes. The use of AI is monitored and is designed to help improve efficiency and fairness.

Budget Schedule

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
PSAT 8/9: Fall 2026	Upon Full Execution	June 30, 2027	1,435	$14.00	$20,090.00	$10,001.95	$10,088.05
PSAT 10: Spring 2027	Upon Full Execution	June 30, 2027	1,395	$18.00	$25,110.00	$12,499.20	$12,610.80
PSAT/NMSQT: Fall 2026	Upon Full Execution	June 30, 2027	2,695	$18.00	$48,510.00	$29,932.20	$18,577.80
PSAT 8/9: Spring 2027	Upon Full Execution	June 30, 2027	1,435	$14.00	$20,090.00	$10,001.95	$10,088.05

Subtotal: $113,800.00
Total Discount: $62,435.30
Total Cost: $51,364.70

#4 & #5

Waterbury Public Schools

Office of Competitive Grants

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

July 21, 2026

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

RE: Family Resource Center Grant Program FY27 [CSDE]

Dear President Brown and Education Commissioners:

The Connecticut State Department of Education (CSDE) has invited Waterbury to apply for another extension year of the current Wilson and Reed Elementary Schools' Family Resource Center (FRC) grants. Waterbury has been a grant recipient of this CSDE program for several years.

I am working in consultation with the central/district level FRC Coordinator, to update the current applications. This year, the application amount per FRC is $122,650/year. FRC grants require a 25% local match; and both cash and in-kind contributions are acceptable.

Again this year, the Waterbury application will reflect use of dedicated school spaces for the FRCs at Reed and Wilson as an in-kind local match. Additionally, in previous years, the school district has partially paid for fringe benefit costs in excess of grant costs for fringe, in light of the many requirements of the FRC grants, and the limited grant funds this program offers relative to the grant activities required.

The grant applications are being accepted on a rolling basis by CSDE until August 24, 2026, and Board of Education approval must be submitted to CSDE. I respectfully request your permission to apply for the FY27 Wilson and Reed Family Resource Center grants extension, contingent upon approval by CFO Biolo of the matching funds needed to cover fringe benefits costs in excess of $15,000/school. Thank you for your consideration.

Very truly yours,

Louise Allen Brown

Louise Allen Brown
Grant Writer

cc: Dr. Darren M. Schwartz
Doreen Biolo
Maureen Bergin

Connecticut State Department of Education
Family Resource Center Program Grant
Louise Allen Brown
July 29, 2027

Grant Highlights

Name of Grant: Family Resource Center Grant Program

Purpose of Grant:
The purpose of the grant is "to seek proposals from eligible applicants for program and funding renewal pursuant to Connecticut General Statutes Section 10-4o."

Grant Deadline: Accepted on Rolling Basis until August 24, 2026

Grant Period: July 1, 2026 – June 30, 2027 (Extension Year)

Award amount: $122,650. Per FRC site

Cost Sharing or Matching: 25% in-kind or cash

Eligible Applicants:
"…organizations/school districts that were awarded funding under the original RFP#092 (Application Package for the Renewal of a Family Resource Center Program July 1, 2023 - June 30, 2025) to apply for an additional one-year extension of funding, pursuant to Connecticut General Statutes Section 10-4o, for the July 1, 2026, through June 30, 2027, funding term...." [eGMS email]

Waterbury's two existing FRCs can apply for another extension year: Wilson Elementary School, and Reed Elementary School.

FRC Requirements:
Each FRC is required to provide, or collaborate with existing agencies to provide, seven 'comprehensive service components.' (See details below.)

Waterbury Proposals:
Waterbury will submit two grant applications to CSDE, one for Wilson, and one for Reed. At both Wilson and Reed Elementary Schools, there is dedicated space for the Family Resource Center (FRC), including a common/play area for students and families, and office/desk space for staff. Services consistent with the seven (7) required FRC components are offered through direct service by the Site Administrators, the Parent Educator/Positive Youth Development Leader(s), and/or teachers and paraprofessionals, or through collaboration with partners and referrals to other programs. Specifically, these FRC services/activities include:

1) Early Care and Education – Both FRC Site Administrators will collaborate with the Waterbury School Readiness Liaison and the WPS Early Childhood Supervisor to obtain information to be shared with families about area pre-school programs for three and four year olds. Also, at each of the schools where there are WPS Pre-K classes; the FRC Parent Educators will investigate and/or continue going into the Pre-K classrooms to provide storytelling or music time activities. Additionally, the FRC Parent Educator will conduct home visits to families' homes, and/or playgroup sessions at the FRC, for families with children ages birth to five.

2) School-Age Child Care – Both FRCs will work to provide or refer students to before and after school programs for school-age children, in multiple sessions. These programs will be staffed by certified teachers and paraprofessionals, or other providers, and will include literacy and STEAM activities.

3) Adult Education and Family Literacy – Both FRC Site Administrators will coordinate with the WPS Adult Education Office to refer parents to the ABE, Citizenship, ESL, High School Diploma, GED, and/or other programs there. Additionally, family literacy programs that improve the quality of family life will be offered at the FRCs, addressing a) helping children to be successful in school, b) helping parents/caregivers to be primary teachers for their children, c) parent literacy leading to economic self-sufficiency, and d) intergenerational literacy activities for parents and their children. Activities will include events such as a Welcome Back to School Workshop, Literacy and/or STEAM Nights, Financial Info Night, and/or the like.

4) Family Day Care Provider Training – The FRC Site Administrators will conduct outreach to child day care centers, family day care homes, relatives, and in-home care providers in their school communities to offer training to improve caregivers' "skills and knowledge" as appropriate.

5) Families in Training (FIT) – The FRC Site Administrators and Parent Educator/Positive Youth Development Leaders will offer services for expectant parents and parents of children under the age of three to promote parents' understanding of their role in their child's development. For example, the Parent Educator/Positive Youth Development Leader will offer services such as: a) home visits (or meetings at the FRCs) to advise about language, cognitive, social and motor development, b) playgroups at the FRCs for families with children birth to three, whether or not they are also in an early intervention program, c) screenings for hearing, vision, developmental and general health, or referrals for same in connection with CSDE requirements and recommendations, and d) connections to resources to assist families. Home visits and playgroups will follow the PAT (Parents as Teachers) program, for which both the Parent Educators and the Site Administrators will be certified. PAT/FIT families also take field trips.

6) Positive Youth Development (PYD) – PYD includes recreational and educational activities which emphasize decision-making and communication skills, and which build assets students need to be successful. Activities will include programs/activities at the FRCs offered by FRC staff and/or youth serving organizations, field trips, PBIS recognition, intergenerational Family Nights, a 'Father/daughter' dance, a 'Muffins with Mom' breakfast, and/or collaboration with other school staff or entities such as Safe Haven, WFD, and WPD, for anti-bullying events, cybersecurity, and other prevention and positive youth development programming.

7) Resource and Referral Services – Resource and referral services are coordinated with United Way 211, and with other local agencies such as WPS Adult Education, PAL, Safe Haven, etc., as needed. The FRCs participate in or co-host open house events and/or community resource fairs both to share, and to obtain, resource information for families. Additionally, at each FRC and school, the FRC Site Administrator displays resource information for families to take.

FRC Site Administrators work with the school principal, parent liaison, and committees such as the Chronic Absenteeism Committee to ascertain ways they can assist students and families to meet school, school climate, and student, goals and expectations.

Budget

CSDE has indicated that the 2026-27 grant amount per FRC will be $122,650. Staff at each FRC paid through the grant will include: a full-time Site Administrator, and a part-time Parent Educator/ Positive Youth Development Leader, and potentially certified teachers and paraprofessionals who work in the before and after school program sessions. CSDE requires districts like WPS with two Family Resource Centers to have someone serving in a central coordinator role also. For WPS, the central coordinator is a district administrator, not paid through the grant.

Matching funds of 25% of the grant amount requested are required for this grant. In prior years, the district has covered fringe benefit costs above what could be included in the grant budget. This year, the grant is expected to cover approximately $15,000/site of the fringe benefit costs. CFO Doreen Biolo has been asked to approve the district covering the fringe benefit costs in excess of $15,000/site.

An in-kind match of use of space at Reed and Wilson for the FRC programs will add to the district's match to meet the 25% match requirement.

Limited grant funds will remain beyond required salaries and partial fringe costs. Those funds will be used to provide on- and off-site activities and supplies related to the seven FRC components detailed above, as well as staff travel costs for travel required by the grant.

WATERBURY
PUBLIC SCHOOLS

#6

Tracy-Ann Menzies
Director of Pupil Services
(203) 346-3505
Tracyann.Menzies@waterbury.k12.ct.us

EXECUTIVE SUMMARY

Date: July 30, 2026

TO: Board of Education
Board of Aldermen

FROM: Tracy-Ann Menzies, Assistant Director of Pupil Services

RE: Approval of Agreement between the City of Waterbury and **Intensive Education Academy (IEA) – Out-of-District Special Education Placement**

The Special Education Department requests approval of the Agreement between the City of Waterbury Public Schools (WPS) and **Intensive Education Academy (IEA) for an Out-of-District (OOD) Special Education Placement.** The purpose of this agreement is to provide a specialized educational program, including instruction and related services, in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act (IDEA), all applicable regulations, and each student's IEP as developed by the City and the Planning and Placement Team (PPT).

Intensive Education Academy (IEA) is a Connecticut State Department of Education-approved private special education school uniquely qualified to serve students with complex educational needs identified through Individualized Education Programs (IEPs). IEA provides specialized instructional, behavioral, and therapeutic services that are not available within the district and is specifically designed to meet the individualized requirements of students whose needs cannot be appropriately addressed in traditional public school settings. Approval of this contract would ensure availability of placements and prevent any interruption to mandated services for eligible students.

The agreement will commence on July 1, 2026, and will terminate on June 30, 2029. The total cost of the three-year agreement is $539,832.45, funded through General Funds.

AGREEMENT
between
CITY OF WATERBURY, CONNECTICUT
and
INTENSIVE EDUCATION ACADEMY, INC.

THIS AGREEMENT, ("Agreement" or "Contract") effective on the date signed by the Mayor (the "Effective Date"), is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, ("City"), and **INTENSIVE EEDUCATION ACADEMY, INC.**, a domestic corporation organized and existing under the laws of the State of Connecticut, and having a place of business at 840 North Main Street, West Hartford, CT 06117 (the "School").

WHEREAS, the School is a private education institution specializing and licensed in the education of children with disabilities;

WHEREAS, the educational needs of the students covered by this Agreement cannot be met with public school arrangements;

WHEREAS, the School is willing to provide educational services to each identified City of Waterbury student in accordance with student's Individual Education Program (IEP), by providing education to children with disabilities, placed in its facility for non-residential reasons, by the Waterbury Board of Education; and

WHEREAS, the City is desirous of having the School perform said educational services for the City.

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services.

1.1. School hereby agrees to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team (PPT), which IEP is incorporated herein by reference as if fully set forth herein. Each student's IEP contains a description of the student's educational program, supports and related services the student is to receive, a statement of goals and objectives relating to the student, and an estimated time schedule for returning the child to the community or transferring such student to another appropriate facility. School shall provide conferences with parents and report to the City when required by the student's IEP, by Section 10-76d of the Connecticut General Statutes or when necessary, regarding the progress of the child.

1.2. School agrees to provide the educational program, supports and related services, as approved by the City and identified in the student's IEP by the Planning and Placement Team (PPT). All other activities will be the responsibility of the School.

1.3. The School shall hold and attend PPT meetings as needed, but at a minimum, on an annual basis. It shall be the responsibility of the City to notify all necessary participants of any PPT meeting, which shall include a representative from the City and a representative from School. A PPT meeting may be held via a telephone conference as required by the City.

1.4. School shall provide the City with monthly reports of the attendance of each child at School's facility along with documentation of the specific services and frequency of services rendered to students under this Agreement. Said reports may be reviewed by the City and reconciled to the services to be provided under this Agreement. Student attendance reports shall accompany the City of Waterbury voucher and the School's billing.

1.5. School shall not withdraw any child from the program for any reason, without providing the City with thirty (30) day prior written notice.

1.6. The Superintendent or their designees may, at any time, conduct periodic site visits at the location where the special education services hereunder are being provided.

1.7. School shall immediately notify the child's parents and/or guardian and the City in the event of an emergency or injury, concerning or involving the child.

2. Term.

2.1. The term of this Agreement shall be for three (3) fiscal years commencing on the date of mayoral execution and terminating on June 30, 2029, or any part thereof (the "Term"). No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City's prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

2.2. The parties agree that the Agreement may be amended from time to time by way of a letter placing additional students in School's facility and acknowledged by School that services will be provided to such students in accordance with each student's IEP and in accordance with the Agreement.

3. Payment.

3.1. The City shall pay School an amount up to **FIVE HUNDRED THIRTY-NINE THOUSAND EIGHT HUNDRED THIRTY-TWO AND 42/100 DOLLARS ($539,832.45)** for the entire Term, educational program, supports and related services properly rendered hereunder, unless this Agreement is sooner terminated as provided

herein. Payment shall not exceed **ONE HUNDRED SEVENTY NINE THOUSAND NINE HUNDRED FORTY-FOUR AND 15/100 DOLLARS ($179,944.15)** for any one year of the Contract Term. The basis for payment of said services shall be as set forth in **Attachment A** entitled "Rate Schedule". **Attachment A** shall consist of one rate schedule for each student placed in the School's facility. The rate schedule shall set forth the name of the student, the services to be provided to each student, number of days anticipated to be in attendance and the cost of said service. **Attachment A** is incorporated herein and made a part of this Agreement.

3.2. Each child's tuition or cost for services provided under the Agreement shall be calculated based upon the number of days at said facility and/or specified hours of required specialized instruction and related services. If the child attends said school for only a portion of the school year the tuition rate will be determined by multiplying the number of days in attendance by the daily rate or hourly rate as set forth in the Rate Schedule, **Attachment A.** The School's Rate Schedule shall provide an explanation of how the tuition or costs for services provided under this Agreement are calculated. Payment shall be made only for the school days and provision of the educational program, supports and related services as identified in each child's IEP and shall be in accordance with the City of Waterbury's payment policy and procedures. School shall provide a yearly "Rate Schedule" for each fiscal year of this three (3) year Agreement for all services that may be rendered by School under this Agreement.

3.3. The City may add or delete students, or any services required by each student, at any time as it deems necessary per each student's IEP, as may be amended from time to time, thereby increasing or decreasing the number of students placed in the School facility. Accordingly, all rates shall remain as set forth in the current "Rate Schedule" for each fiscal year.

3.4. For all the services provided to each child under this Agreement, the City shall pay to School an amount based upon the "Rate Schedule" for that fiscal year. Payment for each child may be changed from time to time based upon each child's individual IEP and services required. Payment to be made by the City shall be for educational costs, supports and related services only.

3.5. The School shall submit all required Medicaid documentation to the City for purposes of submitting claims to the Medicaid School Based Child Health Program administered by the department of Social Services. Such documentation shall include, but is not limited to, daily service logs, session notes, monthly progress reports, and detailed invoicing including the types of services provided, the dates of the services, the units of services, the names, disciplines, and licensing and certification information of the individual providing the service. All progress notes references in this section shall be signed by the individual(s) who performed and/or supervises the service. This information shall be entered directly into the District's electronic Medicaid Billing System. The School acknowledges and agrees that its submission of all required documentation to the City for purposes for purposes of submitting claims to the Medicaid School Based Child Health Program shall be a condition precedent to any payment by the City to the School pursuant to this Agreement.

3.6. In the event that any child enters School's facility at a time subsequent to the beginning of the school term or should withdraw from School's facility prior to the end of the school year, said educational costs, supports and related services shall be proportionately reduced. School shall provide the City with a yearly rate per child as mandated by the State of Connecticut. The daily rate per child shall be calculated by dividing the annual rate by the days each child is required to attend School's program as indicated on each child's IEP. School shall provide the City with a monthly attendance log and the City shall only be responsible to pay School for days the child is actually in attendance, or in which School is providing services. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon School's adhering to the City of Waterbury Board of Education's attendance policy with regard to absences. City will compensate School for school days as set forth under this Agreement unless the student is withdrawn by the City. Further, unless the Planning and Placement Team recommends a change in placement or length of the school day the City shall compensate School in accordance with the day rate schedule attached hereto. In no case will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

4. Records/Reports.

4.1. The City hereby agrees to provide to School such medical, psychological and educational evaluations, as are available to the City, to determine the appropriateness of the placement of those children with disabilities under this Agreement. It shall be the responsibility of the City, in conjunction with the Planning and Placement Team (PPT), to develop an annual IEP for each student placed at the School facility. School shall provide evaluative reports that may be required to keep the City duly informed concerning the educational needs of children enrolled and to enable the City to make judgments concerning those needs and the desirability of continuing the children in School's program. School and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes, without the written permission of the parent or guardian.

4.2. School agrees to adhere to the City of Waterbury Board of Education's policy regarding student attendance and shall notify and contact all parties regarding attendance or lack thereof pursuant to said policy. School hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy.

4.3. The School agrees to provide all required documentation to the City and its Board of Education for the purposes of submitting claims to the Medicaid School Based Child Health Program administered by the State of Connecticut, Department of Social Services.

5. Student Data Requirements.

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

5.2. The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the School 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 School. 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 School 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 School 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.

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

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

5.5. The School shall take actions designed to ensure the security and confidentiality of student data.

5.6. The School will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps:

> Upon discovery by the School of a breach of Student Data, the School 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.

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

5.8. The School 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.

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

5.10. 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.

6. **Confidentiality/FERPA.**

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

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

6.3. School acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99) School and City shall comply with the requirements of said statute and regulations, as amended from time to time and School agrees to use information obtained from the City or student education records only for the

purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, School has no authority to make disclosures of any information from education records.

6.4. The School shall ensure that the confidential information in the electronic IEP is maintained and kept secure at all times. The School shall provide access only to those who provide services to the identified students and who have been identified as requiring electronic access by the School's Administrator. The School's Administrator shall provide a list of School identified by them as requiring electronic access to each students IEP and their respective positions prior to access being given.

7. Criminal Background Check and DCF Registry Check.

7.1. The School 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 may be 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 School 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 School shall not permit any person with a disqualifying criminal history to have direct contact with a student. The School agrees the "direct contact" shall include the School 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.

8. Representation Regarding Qualifications.

8.1. School hereby represents that it has been duly approved by the Connecticut State Department of Education for the education of children with or without disabilities, as defined by the Connecticut General Statutes and its regulations.

8.2. School hereby represents that it is knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes, participant protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education. School hereby represents that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes (applicable to this Agreement) and agrees to adhere to each and every condition as it applies.

8.3. School represents that its employees are licensed and certified to perform the scope of work set forth in this Agreement. School further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Agreement. Upon request, School shall provide the City with copies of School's license, certification and resumes, as applicable. School further represents and shall provide documentation that all present staff have the requisite skill and are properly licensed and credentialed, and shall make such licenses available for inspection upon said request. If School is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.

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

8.3.2 The School represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending. That each of School's employees have submitted to a state and national criminal history records check and a DCF registry check and said results revealed not violations.

9. **Debarment.** School hereby certifies that it and its principals are not debarred or suspended from doing business as required by Executive Order 12549 and shall provide to the City of Waterbury a signed certificate regarding debarment and suspension.

10. **Indemnification.**

10.1. School shall indemnify and hold harmless the City, the City's Board of Education and their agents, commissioners, 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 performance of the School's services, caused in whole or in part by any willful or negligent act or omission of School, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.2. School assumes all risk in the operation of this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the City and the Board and their officers, agents or employees. School hereby covenants and agrees to (i) indemnify, (ii) pay the City and Board, their officers, agents, or employees attorney's fees, and (iii) hold harmless the City and Board and their officers, agents or employees from any claims, suits, actions, damages,

losses and injury to person or property arising out of the operation of this Agreement or the negligence or improper conduct of School or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

10.3. In any and all claims against the City, the Board of Education or any of its employees by any employee of School, 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 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 School or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

10.4. School expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by School, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.

10.5. In any and all claims against School, or any of its employees by any employee of the City, any of the City's subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation 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 City or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

11. School's Liability Insurance.

11.1. The School shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the School and such insurance has been approved by the City. The School shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VIII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

11.2. At no additional cost to the City, the School 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 School's obligation under this Contract, whether such obligations are the School's or subcontractor or person or entity directly or indirectly employed by said School or subcontractor, or by any person or entity for whose acts said School or subcontractor may be liable.

11.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than

the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

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

11.4.1 General Liability Insurance.
$1,000,000 each Occurrence
$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate

11.4.2 Auto Liability Insurance:
$1,000,000.00 Combined Single Limit each Accident
Any Auto, All Owned and Hired Autos

11.4.2 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

11.4.3 Professional Liability/Errors and Omissions.
$1,000,000 each Wrongful Act
$1,000,000 Aggregate

11.4.4 Excess/Umbrella Liability Insurance.
$1,000,000 each Occurrence
$1,000,000 Aggregate

11.4.5 Abuse & Molestation Liability.
$1,000,000 each Occurrence
$1,000,000 Aggregate

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

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

11.7. Certificates of Insurance: The School'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 the additional

insured shall be primary and non-contributory insurance and the coverage and limits provided under the School'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 School 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 City's request for proposal number must be shown on the certificate of insurance. The School 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.

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

12. Discriminatory Practices.

12.1. In performing this Agreement, School 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 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.

12.2. The School shall admit any eligible child and shall not discriminate against any child regardless of race, religion, color, ancestry, natural origin, sex, handicap or disability.

12.2.1 Equal Opportunity. In its execution of the performance of this Agreement, School 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. School agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

13. Termination.

13.1. Termination of Agreement for Cause. If, through any cause, School shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if School 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 School 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 School under this Agreement shall, at the option of the City, become its property.

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

13.3. Termination for Convenience of the City. The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City, to School. If this Agreement is terminated by the City as provided herein, School will be paid an amount for the services actually performed and provided for under this Agreement.

13.4. Termination for Lack of Funding. The School acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through General Fund appropriations, federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City. School acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement. Moreover, this Agreement may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations, (as determined by opinion of bond counsel and or the Internal Revenue Service) and to do so in a commercially viable manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. School therefore agrees that the City and Board shall have the right to terminate this Agreement in whole or in part without penalty in the event that: (1) the City is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by Bond counsel or the Internal Revenue Service; or, (2) the City is unable to market and or timely sell the required amount of debt obligations required to fund the Agreement in whole or in part, or, (3) the money required to enable the City to pay School is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

13.5. The School therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay School is either not appropriated, authorized or made available

pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law.

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

13.5.2 No Payment for Lost Profits. In no event shall the Board or the City be obligate to pay or otherwise compensate School for any lost or expected future profits.

14. Delivery of Documents. In the event of termination or fulfillment of this Agreement, or at any point that each individual student no longer receives services at School, School shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by the City. This shall include, but is not limited, to any and all student records, evaluations, reports, IEP, or any other records provided to School under this Agreement. The City shall have the right to withhold any payment due to School until said documents have been returned to the City of Waterbury.

15. Subcontracting.

15.1. The School shall not, without the prior written approval of the City, subcontract, in whole or in part, any of School's services.

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

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

17. Audit. The City reserves the right to audit School's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this Agreement, or as required by the grant. In the event the City elects to make such an audit, School shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, documentation of the type, frequency and duration of all services provided to each student, student records including staff records relating to the student, payroll records, bank statements and canceled checks.

18. **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 School, 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:

School: Intensive Education Academy, Inc.
840 North Main Street
West Hartford, Connecticut 06117

City: The City of Waterbury
Board of Education
c/o Director of Special Education
236 Grand Street
Waterbury, CT 06702

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

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

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

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

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

23. **Disputes; Legal Proceedings and Continued Performance.** Notwithstanding any such claim, dispute or legal action, School shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

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

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

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

27. **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:

27.1. 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.

27.2. 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.

27.3. 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.

27.4. 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.

27.5. 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.

27.6. 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 27.6, 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 27.6 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.

27.7. 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 27.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

27.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 27.1- 27.7.

27.9. The School 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.

27.10. The School hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: https://www.waterburyct.org/services/city-clerk/code-of-ordinances [click link titled "Code of Ordinances (*Rev. 12/31/19)*". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

27.11. The School 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.

27.12. 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.

27.13. 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.

27.14. PROHIBITION AGAINST CONTINGENCY FEES. The School 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.

27.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the School set forth in Section 3 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all School 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 Agreement on the dates signed below.

WITNESSES:

_____
Print name

_____
Print name

CITY OF WATERBURY

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

Date: _____

WITNESSES:

Cindy Martin
Print name

Angie Diaz
Print name

Jackie Colon

INTENSIVE EDUCATION ACADEMY,

By: Cindy Martin, Head of School

Date: 7/21/26

SCHEDULE "A"
Yearly Rate Schedule
City of Waterbury
and
Intensive Education Academy, Inc.
(Consisting of 1 page)

2026 – 2027 School Calendar
Special Education rate per year

WATERBURY
PUBLIC SCHOOLS

Tracy-Ann Menzies
Director of Pupil Services
(203) 346-3505
Tracyann.Menzies@waterbury.k12.ct.us

#7

DATE: July 29, 2026

To: Board of Education

FROM: Tracy Menzies, Director of Pupil Services

RE: Approval of a **Memorandum of Understanding (MOU)** between the **City of Waterbury** (Waterbury Public Schools) and **Connecticut State Community College Naugatuck Valley**

The Special Education Department requests the approval of a **Memorandum of Understanding (MOU)** between the City of Waterbury Public Schools (WPS) and **Connecticut State Community College Naugatuck Valley**. The purpose of the MOU is to provide a classroom space for students ages 18-22 to participate in the WPS Step 2 Transition program and the School to Work Transition Academy.

The term of this Agreement shall begin on August 15, 2026, and terminate on June 30, 2027. The agreement is at a cost of **$14,352.00** for a one-year term. The purpose is to provide classroom space for students placed in our special education transition-age district programs. It will be paid through IDEA 611 Funds.

MEMORANDUM OF UNDERSTANDING

between

Connecticut State Community College Naugatuck Valley

and

the City of Waterbury Department of Education

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between Connecticut State Community College Naugatuck Valley ("College" or "CT State Naugatuck Valley"), a constituent unit of the State of Connecticut System of Higher Education, having a principal place of business located at 750 Chase Parkway, Waterbury, Connecticut 06708, and the City of Waterbury Department of Education on behalf of Waterbury Public Schools (the "City" or "WPS"), with a principal place of business at 236 Grand Street, Waterbury, Connecticut 06702 (jointly referred to as the "Parties" in the Agreement).

WHEREAS, the City seeks space for students between the ages of 19-22 who are enrolled in the Waterbury School to Work Transition Academy ("Academy"); and

WHEREAS, pursuant to Section 10-76a of the Connecticut General Statutes and the Individuals with Disabilities Education Act, the City is obligated to educate these students in a community setting outside of the WPS; and

WHEREAS, Connecticut State Community College Naugatuck Valley values our community partners and endeavors to engage our service region through extensive community outreach; and

WHEREAS, the College currently provides classroom space for the WPS Step 2 Transitions program; and

WHEREAS, the College is a constituent unit authorized to enter into this Agreement pursuant to Connecticut General Statutes §§ 10a-6, 10a-1b, 4a-52a, and/or 10a-151b;

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. **Term**. The term of this Agreement shall begin on August 15, 2026, and terminate on June 30, 2027, or the last scheduled school date of the Academy, whichever occurs first, unless terminated earlier in accordance with the terms provided herein.

2. **Costs**. The City agrees to pay the cost of renting a classroom, identified as S410 in the ASL Building (the "Classroom"), with 1,380 square feet of space, at a cost of $10.40 per square foot, totaling **$14,352.00** for the term of the Agreement.

3. **Responsibilities of the College**

   3.1 The College will provide the Classroom equipped with tables and chairs, a sink, and an instructor station, with convenient access to rest rooms. An ADA-accessible rest room is located one floor below the Classroom.

   3.2 The College will provide a whiteboard, smart board, instructor station with computer, and wifi access for teachers and students.

   3.3 The College provides custodial services to maintain the ASL building, including the Classroom, restrooms, and shared spaces therein.

4. Responsibilities of the City

4.1 The number of students in the program will be capped at 15 students.

4.2 Students will undergo a selection process to ensure that the students in the program:

4.2.1 Have a desire to enter the workforce with or without supports for part- or full-time employment

4.2.2 Have no discipline referral within the last 12 months

4.2.3 Do not require nursing staff unless it is provided by WPS

4.3 Classroom staff will be limited to one special education teacher, one paraprofessional, and one behavioral therapist.

4.4 WPS will provide the following services to students in the program:

4.4.1 Student transportation to and from the College.

4.4.2 Serve breakfast and lunch to students enrolled in the program. Students, under WPS staff supervision, will have access to CT State Naugatuck Valley's cafeteria.

4.5 Seek the College administration's approval prior to moving, rearranging, or otherwise modifying tables, chairs, or other Classroom equipment.

4.6 The City may provide tables and chairs of their preference and notify the College of this change, either verbally or in writing, within one (1) week of making such change.

4.7 All students will be expected to follow both WPS and the College's Code of Conduct.

4.8 Ensure that the Classroom is left in a tidy condition at the end of each day and any materials left behind or spills that may have occurred because of activities or projects undertaken are cleaned up prior to leaving the space for the day.

5. Student Education Records.

5.1 The parties acknowledge that in the course of providing/hosting the Students pursuant to this Agreement, the College or Student 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 College and Students shall comply with the requirements of said statute and regulations, and agree to use information obtained in connection with the Program 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 College and Students have no authority to make any other disclosures of any information from education records. The College shall instruct its Students on their obligations to comply with FERPA.

5.2 The College shall require the College, its employees, and each Student shall comply with all Federal, State, and Local, laws regulations, City 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, "College" includes any employees of the College, including but not limited to, any College Supervisor and/or Faculty Advisor affiliated with the Program.

5.3 The City acknowledges that it may be given access to College student education records in the course of performing its obligations pursuant to this Agreement. The City acknowledges that such information is subject to the Family Educational Rights and Privacy Act ("FERPA") and agrees that it will utilize such information only to perform the services required by this Agreement and for no other purpose. The City further agrees that it will not disclose such information to any third party without the prior written consent of the Student to whom such information relates.

6. Proprietary Information

6.1 Except as otherwise permitted under this Agreement, the College 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 College 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 College's obligation to maintain the confidentiality of the City's Confidential Information shall survive the expiration or earlier termination of this Agreement.

6.2 Nothing herein shall prohibit or limit the College from disclosing the City's Confidential Information if so required by any court order, subpoena or other legal Information Act, provided, however, that the College 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 College receives any such demand, order or other legal process compelling such disclosure, the College 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 College of any of the City's Confidential Information in any instance will not relieve the College of the obligation to adhere to the confidentiality obligations imposed by this Agreement in all other instances and for all other purposes.

7. College Closures. On days of closures due to inclement weather or other emergencies, the City will not be permitted to use the Classroom for the duration of such weather or emergency closure.

8. Insurance.

8.1 Commercial General Liability: City shall provide the College a certificate of insurance from its insurance provider each year by August 1, which states that the City is insured for the period of time covered by this MOU with minimum Commercial General liability coverage established at: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage coverage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Fire Legal Liability, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit. The College and its Board of Regents and their agents, officers and employees shall be named as Additional Insured. Said certificate of insurance shall indicate the specific dates covered by and purpose of this MOU. The coverage shall contain no special limitations on the scope of protection afforded to the State.

8.2 **Workers' Compensation and Employers Liability**: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of $100,000 each accident, $500,000 Policy Disease Limit, $100,000 each employee.

8.3 College's Insurance:

8.3.1. College agrees to maintain at its own cost all necessary insurance coverage and shall maintain and provide to the City, upon request, written proof of insurance with coverages stated below in 8.3.1.1 or as otherwise approved by the City.

Notwithstanding the foregoing, the City acknowledges that the College is an agency of the State of Connecticut, and any claims against the College shall be controlled by Chapter 53 "Claims Against the State" in the event of a claim and the College has no obligation to purchase insurance coverage to meet the requirements of this section.

8.3.1.1. General Liability Insurance in the amount of $1,000,000.00 per occurrence, $2,000,000.00 aggregate.

9. Termination.

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

9.2 Termination for Non-Appropriation or Lack of Funding. The College 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 College therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

10. Accommodations for Persons with Disabilities. The City shall be responsible for making any arrangements necessary to meet the accommodations for students with disabilities.

11. 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 College at the addresses set forth below. The notice shall be effective on the date of delivery indicated on the return receipt.

To the College: Connecticut State Community College Naugatuck Valley
750 Chase Parkway
Waterbury, Connecticut 06708
Attention: Dana D. Elm, Interim Dean of Administration, Facilities, and Operations

To the City: City of Waterbury
236 Grand Street
Waterbury, CT 06702
Attention: Director of Pupil Services

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

13. 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.

14. GENERAL PROVISIONS – STATE OF CONNECTICUT

References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Client Business.

14.1 Client Business, its employees and representatives shall, at all times comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this contract.

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

14.3 Liability of the Parties. Each party shall be responsible for the acts and omissions of themselves, their respective, employees, agents and sub-contractors for any and all claims, liabilities, injuries, 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 therefrom, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent or reckless act or mission of the responsible Party , 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 responsible Party's duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder

14.4 Insurance. The Client Business agrees that while receiving services specified in this Contract that it shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the Client Business work site and the service(s) to be received so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be provided to the State Contracting Agency.

14.5 Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Client Business waives any objection

which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

14.6 Sovereign Immunity. The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise, or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this section conflicts with any other section, this section shall govern.

14.7 Nondiscrimination. Each party agrees, as required by sections 4a-60 and 4a-60a of the Connecticut General Statutes, not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. Each party agrees to comply with all applicable federal and state of Connecticut nondiscrimination and affirmative action laws, including, but not limited to, sections 4a-60 and 4a-60a of the Connecticut General Statutes.

14.8 Executive Orders and Other Enactments.
All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
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 this Contract as if they had been fully set forth in it.
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.

14.9 Entire Agreement. This written Contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgement shall be effective or binding unless expressly agreed to in writing by the State Contracting Agency. This Contract may not be changed other than by a formal written amendment signed by the parties hereto and, if applicable, approved by the Connecticut Attorney General.

15. City Required Provisions.

15.1 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 this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

15.2 Prohibition Against Gratuities and Kickbacks. No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or purchase order, or to any solicitation or proposal therefore. No person shall make any payment, gratuity, or offer of employment as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime contractor or higher tier subcontractor or any person associated therewith, under contract or purchase order to the City. The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.

15.3 Prohibition Against Contingency Fees. The City 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.

15.4

**For purposes of the above Section, CT State Naugatuck Valley is herein referred to as "Contractor" as is stated in the City ordinance language.*

16. **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.

17. **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.

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

CITY OF WATERBURY

WITNESS:

_____ By: _____

Sign & Print Name

Paul K. Pernerewski, Jr.

Mayor

_____ Date: _____

Sign & Print Name

CONNECTICUT STATE COMMUNITY COLLEGE NAUGATUCK VALLEY

WITNESS:

_____ By: _____

Sign & Print Name

Michael A. Rooke, Ph.D.

Campus President
Naugatuck Valley and Northwestern

_____ Date: _____

Sign & Print Name

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#8

WATERBURY
PUBLIC SCHOOLS

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

EXECUTIVE SUMMARY

DATE: August 3, 2026

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

FROM: Rebecca Gonzalez, Chief Operating Officer

RE: Professional Services Agreement for RFP #8716 for Architectural and Engineering Design Services for Renovations to the Roberto Clemente International Dual Language School with Kaestle Boos Associates, Incorporated

The Education Department respectfully requests your review and approval of an architectural and engineering design services agreement for renovations to the Roberto Clemente International Dual Language School with Kaestle Boos Associates. The project includes construction of a connector between the existing school and new classroom space in the former convent. The grant commitment from Connecticut Department of Administrative Services (DAS) has a reimbursement rate of 78.93% and the Board of Aldermen approved the City Bond portion of 21.07%. This architectural portion of the project is $1,023,155 ($807,576.25 DAS / $215,578.76 City). The contract was initiated under the Request for Proposal process (RFP#8716) with Kaestle Boos Associates (KBA) being the most qualified respondent.

The project will provide all architectural and engineering services necessary to prepare design and engineering plans and bidding documents, as well as construction administration services for the Roberto Clemente International Dual Language School during the renovation stage. KBA's services includes survey work and all hazardous material and geotechnical testing required for design and construction.

Pre-design services must be completed within 60 days of the City's written Notice to Proceed; the work shall reach final completion within 270 consecutive calendar days from the City's procurement of a Program Manager and Construction Manager for the ultimate construction of the renovation. The detailed project schedule and milestone dates will be finalized prior to project commencement, and construction administration services will begin upon the City's written authorization once construction is ready to proceed. KBA has successfully completed numerous projects in other districts and comes highly recommended for this project.

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 continued assistance and consideration.

c: Superintendent Schwartz, Doreen Biolo, Michal Konopka, File

CONNECTICUT
Administrative Services

GRANT COMMITMENT NOTIFICATION
General Assembly Authorization of School Construction Priority List Project

Grant Recipient:	Waterbury Town Treasurer	**Effective Date:**	05/26/2026
Legislative Reference:	Public Act 26-68	**Reimbursement Rate:**	78.93 %
School Name:	Roberto Clemente International Dual Language School	**Estimated Project Cost:**	$38,755,850
Project Type:	Extension/Alteration	**Estimated Grant:**	$30,589,992
Event Number:	SCP0000126	**Project No.:**	**151-0318 EA**

The State of Connecticut has authorized a grant to your school district for an extension/alteration project at the reimbursement rate listed above. This authorization for grant commitment and payment is contingent upon compliance with all applicable laws, regulations and school construction policies and procedures. Please see Exhibit A for additional information related to your grant and Exhibit B for grant guidelines.

If you wish to accept this grant, the superintendent must sign and date the Grant Acceptance below and return by email to: DAS.GrantsAdministration@ct.gov.

This project has been approved as an extension/alteration only. Costs outside the scope of this approval are ineligible for reimbursement.

This grant is also subject to plan approval. You may request a plan review meeting by sending an email to das.planreviewschools@ct.gov and include the Project Number in your email.

GRANT ACCEPTANCE
My signature below, for and on behalf of the above named Grant Recipient, indicates acceptance of the above referenced grant commitment and further certifies that: (1) I have the authority to accept this commitment on behalf of the Grant Recipient; (2) the Grant Recipient will comply with all applicable laws, regulations and school construction policies and procedures; and (3) the Grant Recipient has reviewed and will comply with the grant guidelines in Exhibit B.

BY: _____ 06/17/26
Signature of Superintendent — Date
Printed Name:
Title:

FOR THE OFFICE OF GRANTS ADMINISTRATION

BY: _____ June 16, 2026
Michelle H. Gilman, Commissioner — Date

cc:
Yadira Gonzalez, Director of Program Monitoring and Fiscal Review
Erika D'Aquila, Chief Fiscal Officer
Michelle Dixon, Education Consultant
Heather Petit, Grants and Contracts Specialist
Robert Ficeto, Accounting Specialist
Taimur Ejaz, Accountant
Thomas Reault, Education Services Assistant

EXHIBIT A
Additional Information for School Construction Grant Commitments

Grant Payments

The State will pay its share of eligible project costs through progress payments during the life of the project. The State share will be the reimbursement rate specified in the Grant Commitment Notification multiplied by project costs adjusted for ineligible and limited eligible project components, state standard space specifications, bonus reimbursement rates, and standards for site eligibility as applicable.

Start of Construction

Construction must begin within two (2) years of the effective date specified in the Grant Commitment Notification. *See* Connecticut General Statutes § 10-284(b) and § 10-282(9).

Plan Review and Bidding

The Grant Commitment Notification does not constitute approval for bid purposes. School construction projects must not be bid until the district has received written approval of the final plans and specifications for this project from the Department of Administrative Services. Local authorities in the jurisdiction must also review and approve all final plans and specifications. *See* Connecticut General Statutes § 10-291 and § 10-292.

Additional Resources

School construction grant resources, including all grant forms and instructions, are available through the website at: https://portal.ct.gov/DAS/Services/For-Agencies-and-Municipalities/Municipal-and-Other-Public-Entity-Resources/Office-of-Grants-Administration .

Questions

If you have any questions, please contact the **Office of Grants Administration** via email to: DAS.GrantsAdministration@ct.gov and include your Project Number in the email.

Please use the Project Number assigned in your Grant Commitment Notification on all communications and submissions to the Office of Grants Administration.

EXHIBIT B
School Construction Grant Guidelines

This Grant Commitment Notification is issued based on the application and supporting materials submitted by the Grant Recipient to Connecticut Administrative Services (DAS) pursuant to Chapter 173 of the Connecticut General Statutes. Failure to follow the requirements and procedures outlined in these Guidelines may result in delayed reimbursements.

The statutory and regulatory requirements for school building project grants can be found in Chapter 173 of the Connecticut General Statutes (§ 10-282 through § 10-292v) as well as the regulations adopted pursuant to said Chapter (Regulations of Connecticut State Agencies § 10-287c-1 through § 10-287c-23).

Office of Grants Administration Policies and Procedures

Please review the Office of Grants Administration policies, memos, and online training.

For town staff, municipal staff, and school superintendents, please find information on how to navigate our CORE-CT system and how to manage your account.

Reimbursement Requests

The Office of Grants Administration processes payment requests for eligible school districts with projects that have been approved for State grant commitments. See the Payment Request Checklist for a list of all payment requirements. Payment requests should be submitted through the following website: https://www.osc.ct.gov/vendor/index.html.

The Commissioner of Administrative Services may withhold subsequent grant payments if the Connecticut Administrative Services (DAS) Commissioner determines that the project has not met the original conditions in the approved grant application. Payments are withheld until the Commissioner determines that appropriate action has been taken to bring the project into compliance. The Commissioner can also require recipients to repay the state for all previous grant payments made if appropriate action is not taken within a reasonable time (CGS § 10-287(c)).

For all projects, DAS withholds 5% of the grant until a final audit of the project has been completed.

Audit Requirements

Please review Form SCG-3075 for Audit Requirements for School Construction Grants.

PROFESSIONAL SERVICES AGREEMENT
for
RFP NO. 8716
for
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES
for
RENOVATIONS
to the
ROBERTO CLEMENTE DUAL LANGUAGE SCHOOL
between
THE CITY OF WATERBURY
and
KAESTLE BOOS ASSOCIATES, INC.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between **CITY OF WATERBURY** (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and **KAESTLE BOOS ASSOCIATES, INC.**, located at 416 Slater Road, New Britain, Connecticut 06053, a duly registered Connecticut corporation (the "Consultant").

WHEREAS the Consultant submitted a proposal to the City responding to **RFP NO. 8716**, titled **DESIGN SERVICES FOR RENOVATIONS TO THE ROBERTO CLEMENTE INTERNATIONAL DUAL LANGUAGE SCHOOL** (the "Project"); and

WHEREAS the City selected the Consultant to perform services regarding **RFP NO. 8716**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Consultant shall furnish all 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 the "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. As more particularly described in **Section 1.1** and **Attachment A**, the Consultant will provide all necessary architectural and engineering services necessary to prepare design and engineering plans and bidding documents and provide construction administration services as part of the Project; additionally, as confirmed at the scope review meeting on July 14, 2026, Consultant's services include survey work and all hazardous material and geotechnical testing required for design and construction. The Consultant agrees that the compensation, as stated in Article 6, represents adequate and sufficient consideration for his provision of all its professional services (including those of his consultants (when approved by the City)) necessary to complete the Project, whether or not those services are individually expressed in this Agreement, the only

exceptions to this being: (a) cost of those services that are provided by third parties and that are expressly designated therein as being the "City's responsibility" or are "City provided"; and (b) the cost of those engineering or consulting services that become necessary as a result of change in Project scope affecting the Consultant and that are the subject of a written agreement between the City and the Consultant as provided herein. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with 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 to be deemed complete. As described generally in Consultant's Proposal, dated March 12, 2026, and prior to commencement of construction administration services, the parties shall agree upon more definitive lead times for submittals and responses to RFIs, as well as Consultant's scheduling of site visits with its consultants.

1.1. The Project consists of the architectural and engineering services referred to above and more particularly detailed and described in **Attachment A**, which is material element 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. Consultant's Proposal submitted in response to **RFP NO. 8716**, consisting of 148 pages, dated March 12, 2026, attached hereto;
2. Consultant's Fee Proposal, dated March 30, 2026;
3. City's **RFP NO. 8716**, incorporated by reference;
4. Solicitation Addendum Nos. 1 and 2, dated February 19 and March 3, 2026, respectively, attached hereto;
5. Consultant's Certificate(s) of Insurance, attached hereto;
6. Consultant's Stockholder's Affidavit, Non-Collusion Affidavit, and Debarment Certificate, incorporated by reference;
7. All applicable Federal, State and local statutes, regulations charter and ordinances to the extent such provisions are applicable to professional service agreements are made part of this Agreement;
8. All permits and licenses, incorporated by reference; and
9. All amendment(s) and Change Orders issued by the City after execution of Contract, 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. If any provision in the Contract Documents conflicts with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern any other component part which follows it numerically:

1.2.1 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 RFP Addenda;
1.2.5 RFP Documents; and
1.2.6 Consultant's 148-page proposal, dated March 12, 2026, including a fee schedule, entitled Price Proposal (**Attachment E**), dated March 30, 2026.

2. Consultant Representations Regarding Qualification, Accreditation and Personal Services. 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. The services provided by the Consultant are deemed to be personal services. The Consultant shall assign to leadership positions those persons listed in **Attachment A**. The Consultant shall not make substantial changes to this team without the approval of the City. Should circumstances beyond the control of the Consultant result in changes to this team, the Consultant shall submit the credentials of the Consultant's proposed replacement team member for the City's approval, which approval shall not be unreasonably withheld. However, nothing in this clause shall be construed to limit the City's rights to terminate the Contract, as provided for in this Agreement. Termination by the City because of a change in the Project Team shall be deemed a justifiable Termination for Cause.

2.1. Representations regarding Personnel. The 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 its 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 provided herein.

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 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 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. The Consultant agrees to provide professional services that reflect the highest standards of professional care. If changes in schedule are requested by the City or otherwise develop during the Project that would require the Consultant to perform with a lesser standard of care to meet the schedule, it is solely the responsibility of the Consultant to notify the City in advance in writing that such deviation will be required and to provide to the City the specific basis for that opinion. The Consultant shall not deviate to a lesser standard of care in the absence of express written authorization by the City. This paragraph shall not be construed to authorize performance by the Consultant at a standard of care that is less than that which is required by law, or which is expected of consultants practicing under similar circumstances and conditions.

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

3.7. Due Diligence Obligation. The 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. The Consultant, unless directed otherwise by the City, shall deliver written reports bi-weekly to the Department of Education (the City's "Using Agency") and The School Inspectors Office, the City's designated representative, setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the 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 3.8(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 Consultant's designated representative. The Consultant's failure to deliver any report required herein shall be deemed a material breach of this Contract and the City hereby reserves the right to exercise all available legal remedy(ies) to address said breach.

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. Additionally, the City shall be responsible for securing all necessary zoning and land use approvals necessary for the Project; in the event such approvals are delayed and not forthcoming in a timely manner, Consultant shall be entitled to a reasonable extension of the

Contract Time (defined below) associated with said delay.

5. Contract Time. The Consultant shall commence certain work and services required under this Contract for the construction documents for the renovations at the school upon the City's issuance of a Notice to Proceed; the Consultant shall finally complete such work product within **two hundred seventy (270) consecutive calendar days** ("Contract Time") from the City's procurement of an Owner Program Manager and a Construction Manager for the ultimate construction of the renovations at the subject school; provided, however, Consultant's Pre-Design Services shall be completed within **sixty (60) days** of the City providing the following:

a. Existing as-built drawings or digitally scanned school building information to Consultant;
b. The SLAM existing conditions assessment referenced on the second page of Addendum No.2; and
c. Approved Education Specifications by the City, generally, and its Department of Education, specifically.

The estimated project schedule and milestone dates are set forth on **Attachment B**. Prior to Project commencement, the parties shall agree on the final schedule with milestone dates. Construction administration services shall commence upon a separate written notice to proceed once the renovation of the subject school commences.

5.1. Time is of the essence in this Agreement. The Consultant will be bound by Project Milestones and will not deviate from it without the City's prior written authorization. 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 milestone dates equal to $750 in liquidated damages for each day the Consultant exceeds the performance time provided above and Consultant agrees that such liquidated damages are not a penalty and are fair and reasonable as the City's damages are difficult to ascertain in the event of such breach.

5.2. Delay Damages.

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

5.2.1.1 The Consultant shall pay to the City the sum of the greater of **Seven Hundred Fifty Dollars ($750.00)** per calendar day for each calendar day for which the Consultant is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

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

5.3. No Damage for Delay. In no event shall the Consultant 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 Consultant for satisfactory provision of all 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 not exceed **ONE MILLION TWENTY-THREE THOUSAND ONE HUNDRED FIFTY-FIVE DOLLARS ($1,023,155)** and shall be in accordance with Consultant's proposal, dated March 30, 2026, and more particularly attached in **Attachment A**. The hourly rates set forth in said attachment shall be used for invoicing purposes. In no event shall the cost of the Project exceed the fee set forth above.

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 relating to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Consultant's demand for payment. The City shall not certify fees for payment to the Consultant until the City has determined that the Consultant has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP NO. 8716** 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, 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 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, Department of Education, commissions, agents, officials and employees, as well all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, 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 and all affiliated entities and each of their respective members, managers, partners, officers, directors and shareholders 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 and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, commissioners and officials 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, the City's boards, agents, employees or officers, as well as all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions and officials 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 Consultant's, or its subcontractor's, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the 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 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 and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees from claims which may arise out of or result from the 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 effective date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

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

9.4.1 General Liability Insurance: $1,000,000.00 per occurrence, **$2,000,000.00** aggregate and **$2,000,000.00**; products and completed operations aggregate; 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**
EL Disease Each Employee: **$1,000,000**
EL Disease Policy Limit: **$1,000,000**

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

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

9.4.5 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability

and Workers Compensation insurances: **$1,000,000.00** each occurrence and **$1,000,000.00** aggregate.

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

9.6. Cancellation: The City of Waterbury and its School Inspectors Office 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 and Automobile Liability Insurance policies shall be endorsed to add the City of Waterbury, its Department of Education and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the 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 as follows: "**The City of Waterbury, the Department of Education and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees is listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability. All policies include a waiver of subrogation on all lines of coverage except Professional Liability.**" The City's request for proposal number must be shown on the certificate of insurance. 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. Upon execution of this Agreement, the Consultant shall deliver to the City a copy of the Consultant's insurance policies, endorsements, and riders.

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 to the extent applicable, the provisions of both the Federal Davis-Bacon Act and the American Rescue Plan Act of 2021, the provisions of both acts are hereby incorporated by reference and made a part of this Contract.

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. Place Holder.

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. 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 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, but less any damages or costs incurred by the City because of such for cause termination.

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. To the degree that the Consultant's negligent conduct, failure to perform, or omissions results in damage to the City, the Consultant will be liable for those damages. Nothing in this Agreement shall relieve the Consultant of liability for the consequence of the failure to fully perform his services meeting the requisite standard of care as established in this Agreement.

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the 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 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. Regarding 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 Consultant hereby assigns to the City, without reservation, all copyrights to all project related documents, models,

photographs, and other expression created by the Consultant. Among those documents are certain "Instruments of Service", including but not limited to the data, studies, reports, specifications, deliverables, drawings, prints, maps, etc. prepared for the City. Also, the City's obligation to pay the Consultant is expressly conditioned upon the Consultant's obtaining a valid written comprehensive assignment of copyrights from his Consultants in terms identical to those that obligate the Consultant to the City as expressed in this subparagraph, which copyrights the Consultant, in turn, hereby assigns to the City. The City, in return, hereby grants the Consultant a nonexclusive license to reproduce the document for purposes relating directly to the Consultant's performance of this Project, for the Consultant's archival records, and for the Consultant's reproduction of drawings and photographs in the Consultant's marketing materials, provided the contents of those materials, as to this Project, are approved in advance by the City in its reasonable discretion. No other project-related documents may be reproduced for any other purpose without the express written permission of the City in its reasonable discretion. No other copyrights are included in this grant of nonexclusive license to the Consultant. This nonexclusive license shall terminate automatically and immediately upon the occurrence of either a breach of this Agreement by the Consultant or the commission by the Consultant of a tort or a crime potentially affecting the City or the Project. This nonexclusive license is granted to the Consultant alone and shall not be assigned by the Consultant to any other person or entity. Other provisions of this Agreement notwithstanding, this nonexclusive license shall terminate automatically upon Consultant's assignment of this nonexclusive license to another or his attempt to do so.

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; and

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 may not assign his interest or obligations under this Agreement without the written consent of the City, which consent may be withheld by the City without cause. The City reserves the right, upon notice to the Consultant, to assign this Agreement to an institutional lender providing financing for the Project or to other persons ready and capable of performing the City's obligation under the Agreement. The 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. If the Consultant determines that services beyond the Project's scope are required, it shall notify the City in writing, stating the basis for that determination and the fees and expenses that the Consultant believes will be incurred by the City if the City authorizes such services. Under no circumstances will the City be obligated to compensate the Consultant or others for fees and expenses related to additional services unless the City has authorized the performance of such services in writing in advance. Upon receipt of such written notice, at the sole discretion of the City, a

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

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

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

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection, a 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 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 changes NOT fully complying with this **Section 25** shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the 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 **RFP NO. 8716** and **(ii)** the Consultant's proposal responding to **RFP NO. 8716.**

26.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other

communications between the parties relating to this subject.

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

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance; Forum Selection. The Consultant agrees that it waives a trial by jury as to all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. The City may elect to subject disputes arising out of this Agreement to resolution by meditation, arbitration, or litigation. This election can be made at any time by the City. Unless otherwise agreed by the parties at the time of such election, the rules governing mediation or arbitration invoked by the City shall be the Construction Industry Dispute Resolution Procedures of the American Arbitration Association. The Consultant hereby waives the right to elect the method of dispute resolution and agrees that this waiver is supported by sufficient and appropriate consideration. The Consultant also agrees to prepare or modify all project related documents used or prepared by the Consultant, including, but not limited to, Agreements between Consultant and his consultants, Agreement between the City and other parties, and any other agreement for this Project to reflect this waiver and to coordinate all original documents prepared by the Consultant and his Consultants to conform with this paragraph. The Consultant waives all objections to joinder of the Consultant as a party to any mediation, arbitration, or litigation related to this Project in which the City is joined or is otherwise positioned as a party and in which the Consultant's conduct or his performance of professional services is in any way relevant to the subject of a dispute. Notwithstanding any such claim, dispute or legal action, the Consultant shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City. Finally, the prevailing party in any litigation arising hereunder shall be entitled to attorney's fees and costs from the losing party.

28. Binding Agreement. The City and the 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:	Kaestle Boos Associates, Inc. 416 Slater Road New Britain, CT 06053
City:	City of Waterbury Corporation Counsel's Office City Hall, Third Floor 235 Grand Street Waterbury, CT 06702
With a copy to:	School Inspectors Office 236 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 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: *https://www.waterburyct.org/content/9569/9605/9613/15125.aspx* [click link titled "The City of Waterbury Code of Ordinances Rev. 12/31/19". For Chapter 38, click on "**TITLE III: ADMINISTRATION**", then click on "**CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM**". For Chapter 39, click on "**TITLE III: ADMINISTRATION**", then click on "**CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST**"].

32.11. The 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.

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

WITNESSES:

_____

_____

CITY OF WATERBURY

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

Date: _____

WITNESSES:

_____

_____

KAESTLE BOOS ASSOCIATES, INC.

By: _____
Paul Dominov, duly authorized

Date: 7/28/26

ATTACHMENT A

ATTACHMENT B

KBA USING DESIGN TO ELEVATE ENVIRONMENTS AND EXPERIENCES

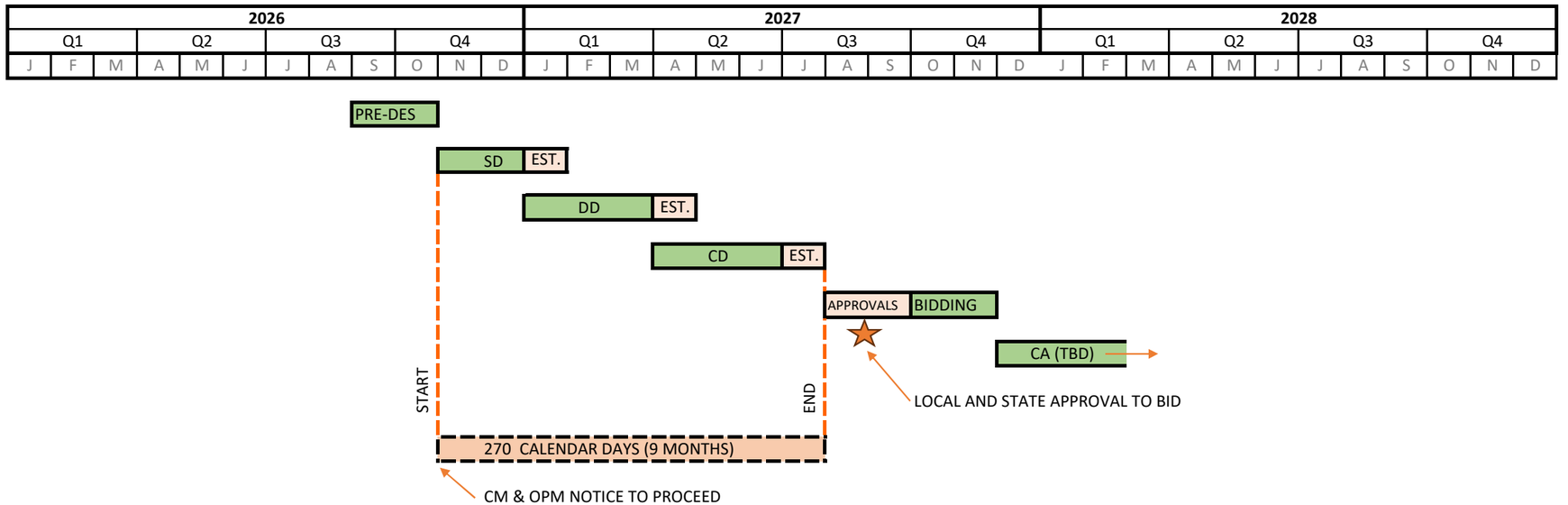
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Roberto Clemente International Dual Language School

Waterbury, CT

7/28/26

Design Schedule



5%	**Pre-Design**	$51,158
15%	**Schematic Design**	$153,473
20%	**Design Development**	$204,631
35%	**Construction Documents**	$358,104
5%	**Bidding**	$51,158
18%	**Construction Contract Administration (TBD)**	$184,168
2%	**Closeout (TBD)**	$20,463
100%	**Total**	**$1,023,154**

KBA

AN EMPLOYEE OWNED COMPANY



REQUEST FOR PROPOSAL NO. 8716

DESIGN SERVICES FOR

RENOVATIONS TO THE ROBERTO CLEMENTE INTERNATIONAL DUAL LANGUAGE SCHOOL

Prepared For:
CITY OF WATERBURY, CONNECTICUT
DEPARTMENT OF EDUCATION

MARCH 12, 2026

Architecture • Landscape Architecture •
Interior Design • Educational Planning

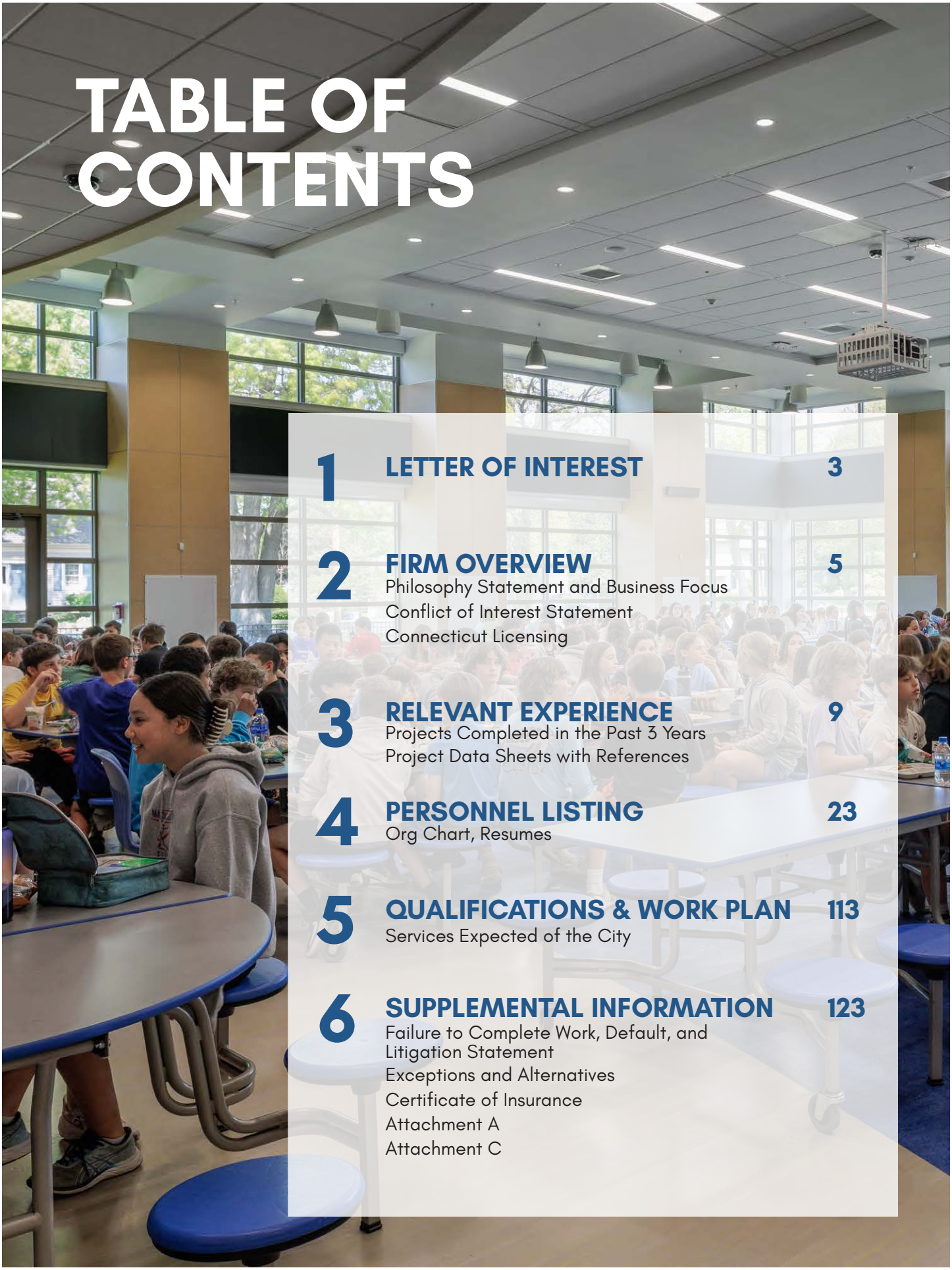


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1 LETTER OF INTEREST

AN EMPLOYEE OWNED COMPANY

March 9, 2026

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

RFP #8716: Proposal for Architectural and Engineering Design Services – Roberto Clemente International Dual Language School

Dear Selection Committee:

Kaestle Boos Associates (KBA) is honored to submit our qualifications and proposal for comprehensive architectural and engineering design services for the Roberto Clemente International Dual Language School project. We are inspired by the City of Waterbury's vision for this transformative initiative and look forward to the prospect of partnering with you in shaping a modern, unified PreK-8 campus that meets the highest standards of educational excellence, safety, and accessibility.

Our team brings over fifty years of dedicated experience in PreK-12 educational facility design. We recognize that this project is more than a renovation, it is an opportunity to re-imagine how Waterbury prepares its students for success in a diverse, global society. The integration and adaptive reuse of the existing convent building, its connection to the elementary school, and site-wide modernization will create an innovative learning environment that supports educational continuity, programmatic growth, and community collaboration.

KBA's qualifications align directly with the requirements set forth in your Request for Proposal. Our expertise encompasses the full range of architectural and engineering services necessary for campus expansion, renovation, and reconfiguration, providing code compliance, state-of-the-art safety and accessibility, and the creation of secure, welcoming spaces for students and staff. We have a proven track record in delivering similar projects for municipal and educational clients across Connecticut, and the City of Waterbury including J.F. Kennedy High School, and Waterbury Arts Magnet School.

We are well versed in the State of Connecticut's School Construction Grants & Review process, and our commitment to financial stewardship ensures that your project will achieve maximum value and state reimbursement. As an employee-owned firm, every KBA team member is personally invested in delivering a project that meets your budget, timeline, and educational goals through transparent communication and rigorous project oversight.

416 Slater Road
New Britain, CT 06053
860-229-0361

16 Chestnut Street, Suite 301
Foxborough, MA 02035
508-549-9906

313 Congress Street, Suite 150
Boston, MA 02210
617-752-2212

www.kba-architects.com

AN EMPLOYEE OWNED COMPANY

Student and staff safety is at the forefront of our design process. Our approach integrates best practices in school security, including recommendations from the Connecticut School Safety Infrastructure Council, while fostering an atmosphere of openness and community engagement. Our in-house capabilities in interior design, landscape architecture, and educational planning allows for a seamless, high-quality solution at every stage of the project.

KBA envisions the Roberto Clemente International Dual Language School as a beacon of educational innovation that honors Waterbury's heritage and invests in the success of every learner for decades to come. We appreciate the opportunity to submit our proposal and look forward to collaborating with the City of Waterbury to realize your vision for a vibrant, modern, and inclusive school community.

Thank you for your consideration.

Sincerely,

Paul F. Dominov, AIA
Principal-in-Charge
KAESTLE BOOS ASSOCIATES, INC.
pdominov@kba-architects.com
(860) 259-1739



Kaestle Boos hereby certifies that we meet all requirements for your project and accept all terms and conditions and requirements contained in the RFP. Paul Dominov, AIA is a Connecticut Registered Architect and will be responsible for, and in control of, services to be provided pursuant to the contract. We acknowledge receipt of Addendum #1 dated 2/19/2026, and Addendum #2 dated 3/2/2026.

2 FIRM OVERVIEW

KAESTLE BOOS ASSOCIATES, INC.

FIRM PROFILE | PHILOSOPHY STATEMENT

At KBA, our devotion to our clients has been the cornerstone of our success. By forging strong partnerships, we ensure that their vision transforms into reality. Our experience includes designing new structures, multi-phased construction of additions and renovations, preparing space needs assessments, feasibility studies, and master plans. Each member of our talented team is driven by a sustained passion for architecture and a commitment to their craft. Their expertise allows us to tackle diverse and complex projects with confidence and finesse. We stand united in the pursuit of excellence in design, as we firmly believe that great design has the power to transform lives and uplift communities.



USING DESIGN TO ELEVATE ENVIRONMENTS AND EXPERIENCES

EMPLOYEE OWNED SINCE 2021



FIRM SERVICES

ARCHITECTURE: Facility Programming, Space Planning, Innovative Design

LANDSCAPE ARCHITECTURE: Site Analysis & Design, Permitting, Construction Documents & Administration

EDUCATIONAL PLANNING: Visioning, Programming, Ed Specs, Demographics Analysis

INTERIOR DESIGN: FF&E, Space Programming, Installation Oversight

SUSTAINABLE DESIGN: Energy Efficient Building, Materials, and Site Design

MARKETS SERVED

EDUCATION
KBA's innovative design helps to transform educational delivery for PreK-12 schools (public & private) and higher education.

PUBLIC SAFETY
Southern New England's public safety design firm, specializing in police stations, fire stations/EMS, combined public safety facilities, and emergency communication centers.

SPORTS & ATHLETIC FACILITIES
Our landscape architecture team specializes in athletic complexes, synthetic turf and natural grass sports fields and tracks, site amenities, site planning, and recreation facility design.

SPECIALTY PROJECTS
Our design work includes town halls, community centers, libraries, healthcare facilities, and theaters.

OFFICE FACTS

TEAM MEMBERS: 65
Registered Architects: 21

FOUNDED IN 1963

EMPLOYEE OWNED
since 2021

STATE REGISTRATIONS:
CT, MA, RI

OFFICE LOCATIONS

NEW BRITAIN, CT
(860) 229-0361

FOXBOROUGH, MA
(508) 549-9906

BOSTON, MA
(617) 752-2212

EAST PROVIDENCE, RI
(401) 270-0365

Firm Name: Kaestle Boos Associates, Inc.

Permanent Main Office Address:
416 Slater Road
New Britain, CT 06053
Phone: (860) 229-0361
Fax: (860) 229-5303

Date Firm Organized: 1963

Tax Identification Number: 06-0866741

Legal Form of Ownership: Corporation

State of Incorporation: Connecticut

Years of Service Under Present Name: 50

Servicing Office
Services for the Roberto Clemente International Dual Language School Project will be performed out of the local New Britain, CT office.

Contact Person
Paul Dominov, AIA
Vice President/Principal/Architect
Work: (860) 259-1739
Cell: (860) 505-9120
pdominov@kba-architects.com

KBA Ownership
Kaestle Boos Associates, Inc. Employee Stock Ownership Trust (100% Employee Owned)

Connecticut Registered Architectural Firm
Kaestle Boos Associates, Inc. is a registered architectural firm licensed in the State of Connecticut.


STATE OF CONNECTICUT ✦ DEPARTMENT OF CONSUMER PROTECTION
Be it known that
KAESTLE BOOS ASSOCIATES INC
416 SLATER RD
NEW BRITAIN, CT 06053-3464
has been certified by the Department of Consumer Protection as an
ARCHITECTURE FIRM
Registration #: ARC.0000009
Effective Date: 08/01/2025
Expiration Date: 07/31/2026
verify online at www.elicense.ct.gov
Bryan T. Caffenelli, Commissioner

Conflict of Interest Statement
Kaestle Boos Associates, Inc. has no business, financial, personal, or other relationships which may pose a conflict of interest.

Kaestle Boos Associates, Inc. will adhere to all conditions outlined in the RFP.





*BRIAN A. SOLYWODA, AIA, NCARB, MCPPO
President/Chief Executive Officer/Architect

Brian Solywoda has more than 30 years of experience in architectural design, project management and client development. He first joined KBA in 1987 and served as an architect for 10 years on over 20 educational facility projects. He returned to the firm in 2010. His extensive background includes school, police station, fire department, and other municipal projects. Brian works closely with client representatives and project team members to see that each project is successfully completed.



NICOLE GREEN
Vice President/Secretary/Principal | Director of Operations & Business Development Leader

Nicole has been with KBA for more than 15 years. As the Director of Business Development and Strategic Planning, she strives to create authentic client-centric relationships. Most recently, Nicole's been selected for the International Society for Female Professionals where she mentors younger female professionals. In addition, she volunteers with Boston Partners in Education, a non-profit that focuses on the education and growth of Boston's students through mentorship.



*PAUL A. DOMINOV, AIA, NCARB, MCPPO
Vice President/Principal/Architect | Education Studio Leader

Paul Dominov has more than 25 years experience in the design and project management of educational, public safety, and municipal facilities. He has a comprehensive understanding of the design and construction process and strives to make this complicated process simple and manageable for our clients. Paul cultivates teamwork and collaboration with all stakeholders and the entire project team as he develops creative, innovative design solutions that meet their current and future needs.



*TODD M. COSTA, AIA
Vice President/Principal/Architect | Public Safety Studio Leader

Todd Costa specializes in programming, planning and designing public safety and municipal facilities. Todd's expertise is his knowledge of the unique needs of police, EMS, fire, and dispatch operations. He uses this knowledge and his wide range of project experience to collaborate with our clients to design state-of-the-art public safety facilities that maximize use of space so the departments can function at optimal efficiency and effectiveness. Todd is a member of the Connecticut Police Chiefs Association and the International Association of Chiefs of Police (IACP).



*SCOTT J. MANGIAGLI, AIA, LEED AP BD+C
Principal/Architect

Scott Mangiagli has been with KBA for over 25 years and brings deep expertise to every phase of the design and construction process. As a Principal, he plays a key role in project administration, overseeing the development of construction documents and managing construction administration to ensure quality and consistency from concept through completion. His experience includes major renovations and new construction of educational and public safety facilities.



*LAWRENCE P. TRIM, AIA, MCPPO
Principal/Architect

Larry Trim has more than 25 years of experience in school and public safety facility design. He is involved in developing and coordinating all elements of a project, from the preliminary study and design phase through construction completion. Larry collaborates with clients, stakeholders, consultants, and colleagues to achieve practical solutions to complex, program-driven projects. Larry understands that continuous, clear, and open communications are vital to a project's success. He enjoys working on projects of all scales and has a diverse background of experience.



*MICHAEL J. MCKEON, AIA, LEED AP
Principal/Architect

Michael has practiced architecture for more than four decades, specializing in educational, municipal, and public safety facility planning and design. He has overseen more than 75 public safety projects and is highly versed in Building Codes, Architectural Barrier Regulations, and public bid laws. Prior to joining KBA in 1989, he served in the Peace Corps and operated a private practice in Venezuela. He is also a member of the Massachusetts Chiefs of Police Association and the International Association of Chiefs of Police (IACP).



*GREGORY R. JOYNT, AIA, LEED AP BD+C, MCPPO
Principal/Architect

Since joining KBA in 2007, Greg has built extensive experience in the planning and design of educational, public safety, and municipal facilities. He is a strong advocate for a collaborative design process, guiding projects from preliminary planning through construction administration and closeout. Greg brings excellent communication skills to stakeholder engagement and team coordination, and is a talented, disciplined designer known for his creativity and attention to detail across both renovation/addition and new construction projects

*** Individual authorized to bind the company in negotiations with the owner.**

3 RELEVANT EXPERIENCE

PROJECTS COMPLETED IN THE PAST THREE YEARS

KBA has completed the following projects over the past three years in CT. Additional details for projects most similar to the proposed project are included on the following pages.

MIDDLEFIELD FIRE STATION, Middlefield, CT
Project Type: Needs Assessment and Structural Analysis
Services Provided: Study Analysis
Start/Completion Date: 12/2021 - 9/2023; Completed on schedule
Project Cost: $78,200; Completed on budget
Contact: Town of Middlefield
Peter Tyc, Fire Chief
406 Main Street, Suite 7, Middlefield, CT 06455
(860) 349-7124
ptyc@middlefieldfirect.org

WESTERN CT REGIONAL FIREARM TRAINING FACILITY, Sandy Hook, CT
Project Type: Feasibility Study
Services Provided: Program Study
Start/Completion Date: 6/2024 - 11/2024; Completed on schedule
Project Cost: $112,000; Completed on budget
Contact: WestCOG
Mike Towle, Deputy Director
1 Riverside Road, Sandy Hook, CT 06482
(475) 323-2064
mtowle@westcog.org

RIDGEFIELD POLICE AND FIRE FACILITIES, Ridgefield, CT
Project Type: Feasibility Study
Services Provided: Schematic Design Plan Adjustments
Start/Completion Date: 1/2025 - 11/2025; Completed on schedule
Project Cost: $100,586; Completed on budget
Contact: Town of Ridgefield
Jake Muller, Director of Public Works and Facilities
60 South Street, Ridgefield, CT 06877
(203) 431-2748
dpssuper@ridgefieldct.gov

WESTPORT FIRE, POLICE, AND RESCUE PUBLIC SAFETY, Westport, CT
Project Type: Feasibility Study (KBA was a Sub-Consultant for Wendel Architecture, P.C.)
Services Provided: Program Study and Conceptual Design
Start/Completion Date: 2/2023 - 3/2025; Completed on schedule
Project Cost: $35,000; Completed on budget
Contact: Wendel Architecture, P.C.
375 Essjay Road, Suite 200, Williamsville, NY 14220
Robert Mitchell
(716) 688-0766
rmitchell@wendelcompanies.com

CHAMBERLAIN ELEMENTARY SCHOOL, New Britain, CT
Project Type: Addition / Renovate-as-New
Services Provided: SD - CA
Start/Completion Date: 6/24/2020 - 9/29/2023; Completed 4 months ahead of schedule
Project Cost: $60,000,000; Completed on budget
Contact: Paul Salina, Director of Support Services
27 West Main Street, New Britain, CT 06051
(860) 202-3830
paul.salina@newbritainct.gov

HOLMES ELEMENTARY SCHOOL, New Britain, CT
Project Type: Feasibility Study
Services Provided: Feasibility Study, Existing Conditions, Site Assessment
Start/Completion Date: 2/14/2022 - 7/28/2023; Completed on schedule
Project Cost: $7,400; Completed on budget
Contact: Paul Salina, Director of Support Services
27 West Main Street, New Britain, CT 06051
(860) 202-3830
paul.salina@newbritainct.gov

ANNA REYNOLDS ELEMENTARY SCHOOL, Newington, CT
Project Type: Addition / Renovate-as-New
Services Provided: SD-CA
Start/Completion Date: 12/9/2020 - 11/14/2025; Completed on schedule
Project Cost: $35,500,000; Completed on budget
Contact: Steven Woods, Building Committee Chairman
Newington Public Schools
200 Garfield Street, Newington, CT 06111
(860) 655-4906
stephenwoods1@cox.net

SLADE MIDDLE SCHOOL, New Britain, CT
Project Type: Re-roof
Services Provided: Design, CD, Bid, CA
Start/Completion Date: 11/18/2022 - 1/26/2024; Completed on schedule
Project Cost: $2,624,376; Completed on budget
Contact: Paul Salina, Director of Support Services
27 West Main Street, New Britain, CT 06051
(860) 202-3830
paul.salina@newbritainct.gov

WOODLAND HIGH SCHOOL - REGION 16, Beacon Falls, CT
Project Type: New Synthetic Turf Field & Track Replacement
Services Provided: Feasibility Study - CA
Start/Completion Date: 1/16/2023-10/25/2024; Completed on schedule
Project Cost: $3,202,297; Completed on budget
Contact: Tony DiLeone, Chief Financial Officer
135 Black Rimmon Road, Beacon Falls, CT 06403
(203) 758-6671
adileone@region16ct.org

BAILEY MIDDLE SCHOOL, West Haven, CT
Project Type: Cafeteria Addition and Renovation
Services Provided: DD-CA
Start/Completion Date: 10/1/2021-3/31/2023; Completed on schedule
Project Cost: $3,202,297; Completed on budget
Contact: Neil Cavallaro, Superintendent of Schools
355 Main Street, West Haven, CT 06516
(203) 937-4300
neil.cavallaro@whschools.org

NORTHWEST CATHOLIC HIGH SCHOOL, West Hartford, CT
Project Type: Baseball & Multisport Field
Services Provided: DD-CA
Start/Completion Date: 12/1/2022-2/2/2024; Completed on schedule
Project Cost: $3,432,392; Completed on budget
Contact: Patrick Williamson, Director of Advancement
Northwest Catholic High School
29 Wampanoag Dr, West Hartford, CT 06117
(860) 236-4221 x153
pwilliamson@nwcath.org

WATERTOWN HIGH SCHOOL, Watertown, CT
Project Type: Synthetic Turf Field and Track Replacement
Services Provided: DD-CA
Start/Completion Date: 4/24/2023-1/26/2024; Completed on schedule
Project Cost: $1,273,062; Completed on budget
Contact: Luigi Velardi, Facilities Director
Town of Watertown
61 Echo Lake Road, Watertown, CT 06795
(860) 945-4816
velardilu@watertownps.org

CITY OF WATERBURY CONTRACTS & PURCHASE ORDERS IN THE PAST THREE YEARS

Kaestle Boos Associates has not had any contracts or purchase orders with the City of Waterbury in the past three years.

MIDDLE SCHOOL OF PLAINVILLE

Plainville, CT



The current middle school building no longer supports the district's vision or mission, with outdated systems and facilities that limit both safety and educational opportunities. Critical upgrades are needed to address mechanical and infrastructure deficiencies, roof replacement, and worn instructional spaces. To provide students with a healthy, inspiring environment while remaining cost-effective for the town, a renovate-as-new approach was approved at the March 2024 referendum.

The renovation will create modern classrooms for all subjects, including STEAM and Visual & Performing Arts, designed with natural daylight and state-of-the-art technology. Key improvements include a secure, accessible main entry; updated library/media center for collaborative learning; new physical education facilities and equipment; reconstructed athletic fields; and energy-efficient upgrades to windows, doors, and the roof. Mechanical, plumbing, cooling, and electrical systems will also be replaced. Construction will be phased to keep the building occupied throughout, prioritizing safety and minimizing disruptions for students, staff, and visitors.

Project Type: Renovate-as-New

Total Square Footage: 113,020 SF

Original Construction Budget: $53,008,015

Final Construction Cost: TBD

Change Orders: TBD **Cost:** TBD

Project Cost: $61,913,393 (est.)

Completion Date: 2028 (est.)

Original Schedule: 32 Months

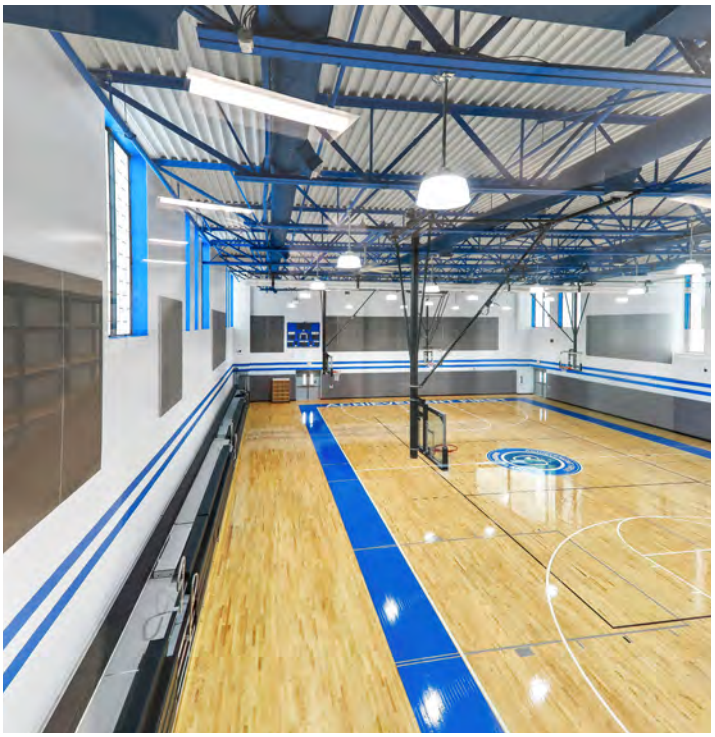
Final Schedule: Currently on Schedule

Owner: Town of Plainville

Owners Reference:
Andy Cirioli
(860) 793-0221 x8702
cirioli@plainville-ct.gov

ACHIEVEMENT FIRST ILLUMINAR K-8 SCHOOL

Cranston, RI







KBA partnered with Achievement First to transform an existing facility into a cohesive, high-performing combined K-8 campus that supports students from early elementary through middle school in a unified, purpose-built environment.

Originally constructed as a private technical college, the building was thoughtfully reimagined to meet the academic, developmental, and enrichment needs of a fully enrolled elementary and middle school program. The project includes comprehensive third-floor renovations to accommodate the complete middle school, alongside enhancements that support the growing elementary population occupying other areas of the building.

A new 17,000 SF, two-story addition anchors the campus transformation, featuring a 9,000 SF high school-level competition gymnasium with associated support spaces, dedicated physical enrichment areas, storage, and mechanical infrastructure. Site improvements further strengthen the campus experience with full-size multi-sport fields and age-appropriate exterior play spaces, creating a dynamic setting for athletics, recreation, and community engagement.

Interior renovations deliver 12 core classrooms, six enrichment rooms, a library/intervention space, administrative offices, and teacher collaboration areas—ensuring the academic environment is flexible, supportive, and aligned with Achievement First's educational model.

Project Type: Addition / Renovation

Total Square Footage: 208,000 SF

Original Construction Budget: $15,884,187

Final Construction Cost: $15,952,226

Change Orders: 12 **Cost:** $5,399,803

Project Cost: $15,952,226

,Completion Date: 2025

Original Schedule: 34 Months

Final Schedule: 34 months

Owner: Achievement First Schools

Owners Reference:
David Crockett
(781) 541-5653
davidcrockett@achievementfirst.org

BARRINGTON MIDDLE SCHOOL

Barrington, RI

2021 & 2022 GREEN RIBBON AWARD WINNER
U.S. Department of Education







The new Barrington Middle School, serving grades 6 through 8, replaces the former facility on the same site, which had deteriorated and no longer met modern educational needs. KBA collaborated closely with the District and school staff to create a flexible, future-ready learning environment tailored to young adolescents. After eight years of planning, studies, community engagement, and state reviews, Barrington's vision has come to life.

The school is organized into small learning community clusters that support 21st Century education through collaboration and cooperative learning. These clusters are centered around shared spaces including a 400-seat auditorium, full-size gymnasium, learning commons, cafeteria, and specialty areas such as a TV studio, robotics and business labs, and art and music classrooms. The design supports adaptability to evolving technology and educational practices.

Sustainability, security, and community use were key priorities. Durable, low-maintenance materials create a warm atmosphere, and new athletic fields were completed in 2022. As one of the first major projects under the new RIDE funding program, Barrington's submissions were approved on the first attempt, setting a strong precedent for future school design.

Project Type: Feasibility Study, New Facility

Total Square Footage: 143,053 SF

Original Construction Budget: $51,275,000

Final Construction Cost: $54,095,872

Change Orders: 5% **Cost:** $2,820,872

Project Cost: $68,400,000

Completion Date: 2019

Original Schedule: 32 Months

Final Schedule: 32 Months

Owner: Town of Barrington

Owners Reference:
Marc Zawatsky
(401) 252-1100
mzawatsky@PORT-PM.com

HENRY JAMES MEMORIAL SCHOOL

Simsbury, CT







KBA collaborated with the Town of Simsbury to develop a master plan for the school district. Visioning sessions were held with key stakeholders, including school and town administrators, teachers, and community members, to assess district needs and establish a strategic direction. The first project following this process was the renovation of Henry James Memorial School, which serves students in grades 6 to 8.

To minimize disruption, the renovation was completed in phases. Phase I focused on relocating the main office and implementing security upgrades. Phase II introduced major improvements, including a new media center, updated auditorium, upgraded locker rooms, new flooring, and extensive classroom renovations. The media center now features enhanced daylighting, updated technology, and flexible spaces for individual and small-group learning. The renovated auditorium provides an improved venue for performances, assemblies, and community events, while classroom upgrades support diverse teaching and learning styles.

Most of the Phase III work was completed while the school remained fully occupied, ensuring continuity for students and staff.

Project Type: Addition & Interior Renovations

Total Square Footage: 143,032 SF

Original Construction Budget: $18,489,191

Final Construction Cost: $18,981,697

Change Orders: <1% **Cost:** $492,506

Project Cost: $25,000,000

Completion Date: 2020

Original Schedule: 28 Months

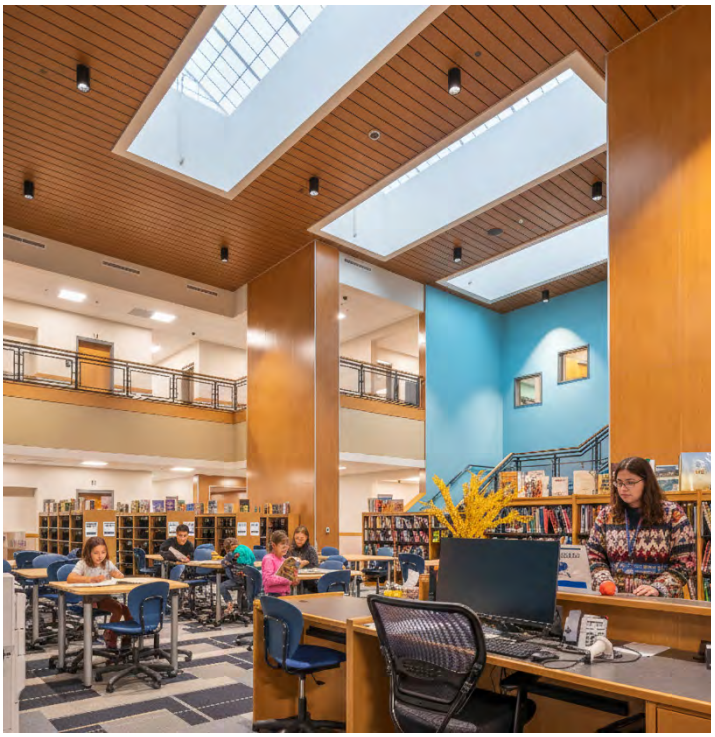
Final Schedule: 28 Months

Owner: Town of Simsbury

Owners Reference:
Mr. Richard Ostop
(203) 658-2739
marshalreo@sbcglobal.net

MOSER SCHOOL

Rocky Hill, CT







The new Moser School was designed as an intermediate school for students in grades four and five to reduce student overcrowding while supporting a smooth transition from elementary to middle school. The design supports a dynamic 21st century teaching and learning environment which combines various characteristics of both the elementary model and the middle school team model.

A two-story academic wing includes six small learning clusters surrounding a central learning commons. Each learning cluster includes three classrooms, a STEM science lab, and shared collaboration spaces between classrooms for small group and interdisciplinary learning. The corridors were designed to be more than just circulation space but also break-out areas for group work. Additional breakout spaces are incorporated into the circulation to provide flexibility within the school. Music classrooms, cafetorium, gymnasium, and support services are separated from academic areas to allow secure after-hours community access.

Outdoor learning areas, a new baseball field, multi-purpose field, and age-appropriate playscapes complement the school's village-like scale and materials, designed to harmonize with the surrounding residential neighborhood.

Project Type: Feasibility Study, New Facility

Total Square Footage: 83,500 SF

Original Construction Budget: $39,021,888

Final Construction Cost: $31,315,563

Change Orders: 0.16% **Cost:** $47,615

Project Cost: $48,000,00

Completion Date: 2019

Original Schedule: 32 Months

Final Schedule: 31 Months

Owner: Town of Rocky Hill

Owners Reference:
Dr. Mark Zito
(860) 258-7701
zitom@rockyhillps.com

ANNA REYNOLDS ELEMENTARY SCHOOL

Newington, CT







Originally built in 1954 with additions in 1994 and 1999, the 61,644-square-foot school required major upgrades to address outdated mechanical systems, traffic flow and parking limitations, hazardous materials, ventilation, roof remediation, and deteriorating exterior conditions. A renovation plan was approved to improve safety, learning environments, and accessibility for all students.

The design emphasizes collaboration, flexibility, and efficiency, with breakout spaces in each section for small group learning, flexible furniture, natural daylight in every room, and resource rooms throughout the building. Key features include a secure and welcoming main entrance, cafetorium, separate Pre-K wing, bright media center, and student work displayed throughout the hallways.

Construction was carefully phased to keep the school fully operational. Improvements included a new roof, upgraded mechanical systems, ADA accessibility, energy-efficient windows, and enhanced security. Site upgrades addressed circulation for separate parent and bus drop-off, expanded parking, age-appropriate play areas, and outdoor learning spaces. The redesigned entrance improves both security and visibility.

Project Type: Addition & Renovate-as-New

Total Square Footage: 61,644 SF

Original Construction Budget: $31,023,636

Final Construction Cost: $31,735,017

Change Orders: 2.29% **Cost:** $711,381

Project Cost: $35,500,000

Completion Date: Fall 2024

Original Schedule: 23 Months

Final Schedule: 23 Months

Owner: Town of Newington

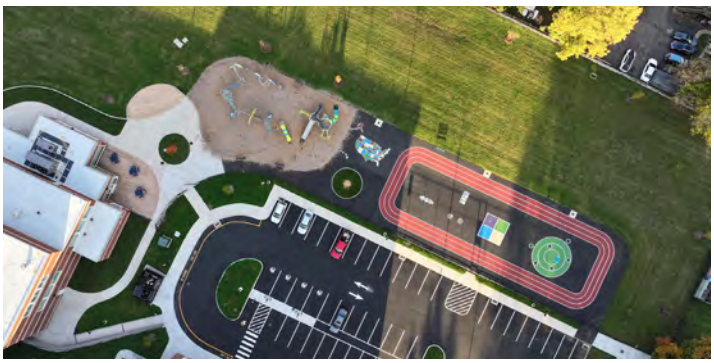
Owners Reference:
Mr. Stephen R. Woods
(860) 655-4906
stephenwoods1@cox.net

CHAMBERLAIN ELEMENTARY SCHOOL

New Britain, CT







Chamberlain Elementary School now offers a dynamic and secure learning environment for approximately 500 students in Kindergarten through 5th grade. Originally built in 1953, the school has undergone a comprehensive transformation to meet the needs of today's learners, incorporating modern technology, enhanced security, and improved accessibility.

KBA worked with the School Building Committee, the New Britain Board of Education, school staff, and the City of New Britain to conduct a feasibility study that guided the renovation and expansion. Key challenges such as sloped topography, outdated infrastructure, and inefficient traffic circulation shaped the design strategy to improve safety and functionality. The redesigned school features a larger, naturally lit media center, breakout areas for small group learning, and state-of-the-art innovation labs supporting the STEAM curriculum. Technology is integrated throughout classrooms to enhance instruction and collaboration.

Site improvements include separate parent and bus drop-off areas, new age-appropriate playgrounds, and revitalized outdoor spaces. As a vital community resource, the school also includes a Family Resource Center and Health Clinic to support students and families.

Project Type: Feasibility Study, Addition & Renovate-as-New

Total Square Footage: 112,740 SF

Original Construction Budget: $38,848,878

Final Construction Cost: $39,747,399

Change Orders: 2.3% **Cost:** $898,521

Project Cost: $60,000,000

Completion Date: 2023

Original Schedule: 24 Months

Final Schedule: 20 Months

Owner: City of New Britain

Owners Reference:
Paul Salina
(860) 202-3830
paul.salina@newbritainct.gov

HOLMES ELEMENTARY SCHOOL

New Britain, CT







Originally built in 1955 and renovated in 1997, the elementary school required significant upgrades to create a safe, modern learning environment. Aging mechanical systems, including heating, cooling, plumbing, and electrical, needed extensive improvements, along with ventilation, traffic flow, and exterior repairs.

The project will modernize classrooms and key spaces such as the Administrative Suite, Media Center, Cafeteria, STEAM classrooms, Special Education areas, Art and Music Rooms, and the Auditorium. A new two-story classroom wing will add learning space to accommodate growing enrollment and expand educational opportunities. A school-based Health Clinic will provide essential healthcare services. Site improvements will enhance safety and efficiency with separate bus and parent drop-off areas to reduce congestion. Additional parking, including accessible spaces, will improve access for families, staff, and visitors.

Beyond infrastructure, this renovation invests in student success. Updated classrooms will foster creativity, improved ventilation will support health, and new spaces will promote wellness and inclusion.

Project Type: Feasibility Study, Addition & Renovate-as-New

Total Square Footage: 84,230 SF
36,870 SF Addition

Original Construction Budget:
$51,030,222

Final Construction Cost: TBD

Change Orders: TBD **Cost:** TBD

Project Cost: $70,000,000 (est.)

Completion Date: Fall 2026 (est.)

Original Schedule: 24 months

Final Schedule: Currently on Schedule

Owner: City of New Britain

Owners Reference:
Paul Salina
(860) 202-3830
paul.salina@newbritainct.gov

NORWALK HIGH SCHOOL

Norwalk, CT







The planned construction of the new Norwalk High School will result in a combined 336,681 square foot facility, estimated at $239 million. It will include a four-story high school and a three-story P-TECH Academy, both located along King Street. The complex will serve 2,000 students, including 500 enrolled in the expanded P-TECH Academy, which focuses on college and career readiness in technology and business.

The new school will be built in a single phase, while parking and athletic facilities will be completed in multiple phases over a 46-month schedule. This phased approach allows the existing school, located adjacent to the site, to remain operational during construction until its eventual demolition. Careful planning ensures minimal disruption to students and staff throughout the process.

Designed to support innovative teaching and learning, the facility will include modern classroom and lab spaces, a gymnasium, kitchen and cafeteria, auditorium, natatorium, and ample parking. The new Norwalk High School will offer a flexible, technology-rich environment that reflects the district's commitment to future-ready education. Completion is slated for February 2028.

Project Type: New Facility

Total Square Footage: 336,681 SF

Original Construction Budget: $222,485,592

Final Construction Cost: TBD

Change Orders: TBD **Cost:** TBD

Project Cost: $239,000,000 (est.)

Completion Date: 2028 (est.)

Original Schedule: 46 Months

Final Schedule: Currently on Schedule

Owner: City of Norwalk

Owners Reference:
Alan Lo
(203) 854-7877
alo@norwalkct.org

The following representative list demonstrates some of KBA's Connecticut School educational facility design experience including feasibility studies, space needs assessments, addition/renovation projects, and new facilities. All projects listed in **bold** were completed in the past five years or are currently in construction. We have completed many of these projects with the proposed team members for the Roberto Clemente International Dual language School project.

CONNECTICUT

Moser School, Rocky Hill, CT
Anna Reynolds Elementary School, Newington, CT
Griswold Elementary, Middle, and High Schools, Griswold, CT
Henry James Memorial School, Simsbury, CT
Park Avenue, Shelter Rock, Stadley Rough Elementary Schools, Danbury, CT
Holmes, Smith, Chamberlain, Smalley, Gaffney, Lincoln, Northend, and Vance Elementary Schools, New Britain, CT
DiLoreto Dual Languages K-8 Magnet School, New Britain, CT
Stafford Elementary and High School, Stafford Springs, CT
Judson and Polk Elementary Schools, Watertown, CT
Wheeler Elementary School, Plainville, CT
Middle School of Plainville, Plainville, CT
Hawley Elementary and Newtown Middle Schools, Newtown, CT
Swift Middle and Watertown High Schools, Watertown, CT
Westbrook Middle/High School, Westbrook, CT
Nathan Hale-Ray Middle School, East Haddam, CT
Shepaug Valley Middle/High School AgriScience Center, Regional School District No. 12, CT
Avon High School, Avon, CT
Naugatuck High School, Naugatuck, CT
Norwalk High School, Norwalk, CT
New Britain High School, New Britain, CT
Torrington High School, Torrington, CT
North Haven High School, North Haven, CT
John F. Kennedy High School, Waterbury, CT
Arts at the Capitol Theater Magnet School, Willimantic, CT
Performing Arts Magnet School, Waterbury, CT
E.C. Goodwin Regional Technical School, New Britain, CT
Metropolitan Learning Center Magnet School, Bloomfield, CT
Regional Vocational Aquaculture School, Bridgeport, CT

KBA's school experience also includes school projects in Massachusetts and Rhode Island including:

- **Barrington Middle School,** Barrington, RI
- **Achievement First Illuminar K-8 Schoo**l, Cranston, RI
- **Achievement First High School,** Providence, RI
- **Mabelle Burrell Elementary School,** Foxborough, MA
- **Attleboro High School,** Attleboro, MA
- **Minuteman Regional Vocational Technical High School,** Lexington, MA
- **Diman Regional Vocational Technical High School,** Fall River, MA
- **Nashoba Regional High School,** Bolton, MA









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4 PERSONNEL LISTING



ROBERTO CLEMENTE INTERNATIONAL DUAL LANGUAGE SCHOOL

CITY OF WATERBURY, DEPARTMENT OF EDUCATION



Paul Dominov, AIA
Principal-in-Charge
CT Reg. #9724



Scott Mangiagli
AIA, LEED AP BD+C
Project Manager
CT Reg #8531



Lance Green, RA
Project Architect
CT Reg #16257



Seunghwan Lee
AIA, LEED AP
Project Designer



Eric Q. Roise, PLA
Landscape Architect
CT Reg. #731



Danielle Sitler-Moore
Interior Design / FF&E



Kate Jessup
AIA, ALEP, LEED AP
Educational Planner
CT Reg. #15413



Jennifer Mangiagli
RA, LEED AP BD+C
OGA Specialist
CT Reg. #10944

CONSULTANTS

VAN ZELM HEYWOOD & SHADFORD, INC.
HVAC, Electrical, Plumbing & Fire Protection Engineering
R. Scott Madigan, P.E.
CT Reg. #19514
Scott Martin, P.E., LEED AP
Joel Baker
Allison D. Cote, P.E.
CT Reg. #36199
Mark Gutowski

RZ DESIGN ASSOCIATES, INC., A GM2 COMPANY
Structural Engineering
Christopher Zajda, P.E
CT Reg. #19709

BSC GROUP, INC.
Civil, Site, Survey Engineering
Robert Newton, P.E., LEED AP
CT Reg. #20662
Matthew Stephan, P.E.
CT Reg. #34678

FUSS & O'NEILL, INC.
Hazardous Materials
Kathleen Pane
CT Reg. #66.002163, 67.002263
Eric Cooley
CT Reg. #66.002166, 67.002285
Sandra Guzman
CT Reg. #41.000370, 46.002296

CLARENCE WELTI ASSOCIATES, INC.
Geotechnical Engineering
Max Welti, P.E.
CT Reg. #18817

D'AGOSTINO & ASSOCIATES, LLC
Data/Communications & Technology / Audio-Visual
Marc J D'Agostino
Nicholas A D'Agostino, RCDD, PSP, PMP, TLT

O&G INDUSTRIES
Cost Estimating
Tim Ruland

ACENTECH, INC.
Acoustics
Nicole Cuff, P.E., LEED AP BD+C

SCHIAVONE DESIGNS, LLC
Food Service Design
Joanne M. Schiavone, FCSI

VERSTEEG ASSOCIATES, LLC
Code and Accessibility
Joseph H. Versteeg

GOOD HARBOR TECHMARK, LLC
Security
Matt Allain, AIA, NCARB, CSL

SALAS O'BRIEN
Building Envelope Specialist
Jon Haehnel, CEI,
BPI-BA-P & BA-T, CABS
Tim Kendzia

ASSA ABLOY
Hardware
Kenneth Raikowski, AHC, CSI



PAUL DOMINOV, AIA

Vice President/Principal/Architect | Education Studio Leader

Paul brings over 30 years experience in the design of intricate educational facility design projects for both renovations and new facilities. He has a comprehensive understanding of the design and construction process and strives to make this complicated process simple and manageable for our clients. Paul cultivates teamwork and collaboration with all stakeholders to develop innovative design solutions that meet their current and future needs. As the leader of KBA's Educational Studio, Paul is passionate about creating vibrant and inspiring environments that have a positive impact on students learning during their educational journey.

EDUCATION / MEMBERSHIPS

Master of Architecture
University of Colorado at Denver, 1993

Master of Landscape Architecture
University of Colorado at Denver, 1992

Bachelor of Landscape Architecture
University of Rhode Island, 1990

American Institute of Architects

LICENSES / CERTIFICATIONS

State of Connecticut #9724

State of Rhode Island and Providence Plantations #5369

Commonwealth of Massachusetts #951886

Learning Environments for Tomorrow: Next Practices for Architects and Educators, Harvard Graduate School of Education, 2017

RELEVANT PROJECT EXPERIENCE

Moser School, Rocky Hill, CT - new facility

Anna Reynolds Elementary School, Newington, CT - addition and renovate-as-new

Holmes Elementary School, New Britain, CT - addition and renovate-as-new

Smalley Elementary School, New Britain, CT - feasibility study, addition and renovate-as-new

Chamberlain Elementary School, New Britain, CT - feasibility study, addition and renovate-as-new

Wheeler Elementary School, Plainville, CT - addition and renovations

Middle School of Plainville, Plainville, CT - feasibility study, addition and renovate-as-new

Norwalk High School, Norwalk, CT - new facility

Mabelle Burrell Elementary School, Foxborough, MA - feasibility study, additions, renovations, and site improvements

Sharon Middle School, Sharon, MA - feasibility study, additions and renovations

Barrington Middle School, Barrington, RI - feasibility study, new facility, RIDE Stages I, II, III, and IV

Achievement First High School, Providence, RI - renovations and adaptive re-use

Achievement First Iluminar School, Cranston, RI - renovation, master plan

Franklin Public Schools, Franklin, MA - facilities assessment study of 10 schools in the district for a physical and programmatic assessment to develop a Comprehensive School Facilities Plan

Minuteman Regional Vocational Technical High School, Lexington, MA - feasibility study, new facility

Brockton High School, Brockton, MA - feasibility study

Diman Regional Vocational Technical High School, Fall River, MA - feasibility study, new facility

Attleboro High School, Attleboro, MA - feasibility study, new facility

Nashoba Regional High School, Bolton, MA - feasibility study, new facility



Scott J. Mangiagli, AIA, LEED AP BD+C

Principal/Architect

Since joining KBA in 1993, Scott has built extensive experience leading the planning, design, and delivery of complex municipal and educational facility projects. As Project Manager, he provides steady leadership throughout every phase, from preliminary design through construction, ensuring that project goals, stakeholder priorities, and client expectations remain central to the process. Scott works closely with clients, consultants, and project teams to coordinate all aspects of the work, guiding the development of clear, high-quality architectural documents while advancing sustainability objectives. His thorough knowledge of State and Federal building codes, combined with a strong attention to detail and collaborative approach, enables him to lead teams that consistently deliver well-coordinated projects on time and within budget.

EDUCATION / MEMBERSHIPS

Bachelor of Architecture, Roger Williams University, 1993

American Institute of Architects

LICENSES / CERTIFICATIONS

State of Connecticut #8531

LEED AP BD+C Accredited Professional

RELEVANT PROJECT EXPERIENCE

Norwalk High School, Norwalk, CT - new 336,000 SF high school facility that includes a 3 story P-Tech Academy

Arts Magnet School, Waterbury, CT - 210,000 SF new school facility. Features include a black box theater, recital hall, and outdoor amphitheater

Smalley Academy, New Britain, CT - 83,500 SF addition and reno-as-new project

Griswold Elementary School, Griswold, CT - 120,000 SF new PK-4 elementary school

Wheeler Elementary School, Plainville, CT - 51,419 SF facility renovation

Naugatuck High School, Naugatuck, CT - 342,000 SF addition and phased renovation-as-new

Avon High School, Avon, CT - 80,000 SF phased addition and renovation project

Metropolitan Learning Center Magnet School, Bloomfield, CT - new facility

Arts at the Capitol Theater Magnet School, Willimantic, CT - addition and renovation of a former movie theater to a performing arts magnet school

Palace Theater, Waterbury, CT - addition, renovations, and historic restoration

Pomfret Community K-8 School, Pomfret, CT - feasibility study

Lewis Mills High School, Burlington, CT - renovations and code updates

E.C. Goodwin Regional Technical School, New Britain, CT - additions and renovations

Judson and Polk Elementary Schools, Watertown, CT - feasibility study, additions and renovations

Hospital for Special Care, New Britain, CT - additions and renovations, new in-patient autism unit

Robertson Elementary School, Coventry, CT - portable classroom addition

East Windsor Jr./Sr. High School, East Windsor, CT - additions and renovations

Tyrell Middle School, Wolcott, CT - additions and renovations

Regional School District No. 12 Elementary Schools, Bridgewater, CT - existing conditions study



LANCE GREEN, RA

Architect

Lance is a Project Architect with advanced degrees in Architecture, bringing strong technical expertise and leadership to complex educational projects. He leads coordination with consultants and owners, conducts product research and code analysis, and ensures construction documents are thorough, clear, and aligned with project goals. Lance manages general construction administration tasks such as the review and approval of submittals, issuing ASI's, PR's and RFI's, attending on-site coordination and kick-off meetings, and performing punch lists for project completion. Passionate about innovative design strategies that support student success, he delivers solutions that reflect each school's educational vision while honoring the history and character of the community through a collaborative, communication-driven approach.

EDUCATION / MEMBERSHIPS

Master of Engineering,
Technology & Architecture
University of Hartford
2018

Master of Architecture
College of Engineering
University of Hartford
2018

Bachelor of Science,
Architectural Engineering
Technology
University of Hartford
2015

LICENSES / CERTIFICATIONS

State of Connecticut
#16257

RELEVANT PROJECT EXPERIENCE

Norwalk High School, Norwalk, CT - new 336,000 SF high school facility that includes a 3 story P-Tech Academy

Middle School of Plainville, Plainville, CT - feasibility study, addition and renovate-as-new

Plainville High School Security Vestibule, Plainville, CT

Achievement First Rhode Island High School, Providence, RI - renovations and adaptive re-use

Pembroke Public Safety, Pembroke, MA - feasibility study

Leominister Police Station, Leominster, MA - new facility

Milford Police Department, Milford CT - new facility

Windsor Police Department, Windsor CT - feasibility study, renovations

Windsor Fire and EMS Complex, Windsor CT - feasibility study, renovations

Boston City Hall HVAC Study, Boston MA - HVAC upgrades

Lincoln Centralized Rescue & Learning Center, Lincoln, RI -

Rhode Island State Police Southern Barracks, West Greenwich, RI - new facility



SEUNGHWAN S. LEE, AIA, LEED AP

Associate Principal/Architect/Design Studio Leader

Seunghwan is a talented Project Designer with over 20 years of experience in architectural design and project management. Since joining KBA in 2016, he has been instrumental in shaping innovative and efficient school facilities that reflect the unique character of each community they serve. With expertise in both new construction and renovation projects, Seunghwan leads a collaborative design process, working closely with clients to understand their vision and translate it into forward-thinking, functional spaces. As the Design Studio Leader, he specializes in developing creative solutions to complex design challenges, ensuring that each school project is both inspiring and adaptable to evolving educational needs. An accomplished artist and designer, Seunghwan blends creativity with technical expertise to deliver thoughtful, high-performing learning environments that support students, educators, and communities alike.

EDUCATION / MEMBERSHIPS

Bachelor of Architecture Engineering
Dong-A University, Korea, 1999

Masters of Architecture
Boston Architectural College, 2019

American Institute of Architects

LICENSES / CERTIFICATIONS

Commonwealth of Massachusetts #952942

LEED Accredited Professional

RELEVANT PROJECT EXPERIENCE

Chamberlain Elementary School, New Britain, CT - feasibility study, addition and renovate-as-new

Anna Reynolds Elementary School, Newington, CT - addition and renovate-as-new

Mabelle Burrell Elementary School, Foxborough, MA - feasibility study, additions, renovations, and site improvements

Smith Elementary School, New Britain, CT - feasibility study, renovate-as-new

Holmes Elementary School, New Britain, CT - addition and renovate-as-new

Middle School of Plainville, Plainville, CT - feasibility study, addition and renovate-as-new

Norwalk High School, Norwalk, CT - new facility

Minuteman Regional Vocational Technical High School, Lexington, MA - feasibility study, new facility

Diman Regional Vocational Technical High School, Fall River, MA - feasibility study, new facility

Attleboro High School, Attleboro, MA - new facility

Nashoba Regional High School, Bolton, MA - feasibility study, new facility

Torrington High School, Torrington, CT - feasibility study

William Davies Career & Technical High School, Lincoln, RI - health career program study and schematic design

Achievement First High School, Providence, RI - renovations and adaptive re-use

Achievement First Iluminar School, Cranston, RI - renovation, master plan

Barrington Public Schools, Barrington, RI - facilities master plan, RIDE Stage I & II



ERIC Q. ROISE, PLA

Associate Principal/Landscape Architect/Landscape Department Manager

With more than 30 years of experience, Eric is a senior landscape architect at KBA who provides strong leadership in the planning and delivery of athletic facility, K-12 school and public safety projects throughout New England. He specializes in the design, permitting, and construction administration of complex sites and works closely with clients, user groups, and regulatory agencies to guide projects from concept through completion. Eric's extensive background allows him to approach each project with a comprehensive understanding of site planning, environmental considerations, and regulatory requirements. He brings a disciplined, detail-oriented approach to design, with a clear focus on how decisions affect budget, quality, constructibility, and schedule, ensuring projects are well-coordinated, cost-effective, and responsive to client goals.

EDUCATION / MEMBERSHIPS

Bachelor of Science
Landscape Design
University of Connecticut, 1988

Central Connecticut State University ITBD Construction Management, 2010

American Society of Landscape Architects (ASLA)

New England Sports Turf Managers Association (NESTMA)

Synthetic Turf Council (STC)

American Sports Builders Association (ASBA)

Massachusetts Certified Public Purchasing Official for School Project Designers & OPMs (MCPPO)

LICENSES / CERTIFICATIONS

State of Connecticut #731

Commonwealth of Massachusetts #4027

State of Rhode Island and Providence Plantations #348

RELEVANT PROJECT EXPERIENCE

Moser School, Rocky Hill, CT – new facility, outdoor fields and age appropriate playscapes

Mabelle Burrell Elementary School, Foxborough, MA – feasibility study, additions and renovations and site improvements

Region 16 - Woodland Regional High School, Beacon Falls, CT – synthetic turf track and multi-purpose field improvements

Southington High School, Southington, CT – athletic complex facilities study, renovations to the natural grass varsity baseball and softball fields

Plainville High School Athletic Facility, Plainville, CT – natural grass baseball, softball, and multi-sport field, (2) synthetic turf multi-use fields, track, track events, and scoreboards

Windsor High School, Windsor, CT – construction administration for the renovation of the varsity baseball and softball fields, JV softball field, and ADA accessibility improvements

Guilford High School, Guilford, CT – independent consultant for repairs to multi-sport synthetic turf field; replacement of the existing multi-sport field and running track

Ridgefield High School, Ridgefield, CT – synthetic turf field and track replacement at Tiger Hallow Stadium

Scalise Field at Sage Park, Berlin, CT – synthetic turf field replacement and renovation

Softball Field #1 at Sage Park, Berlin, CT – assessment, programming, feasibility study, design, and construction oversight for the renovations to the existing softball field

Ledyard High School, Ledyard, CT – new running track and synthetic turf all-purpose field

John F. Kennedy High School Athletic Facility, Waterbury, CT – tennis courts, ADA compliance, synthetic turf softball/multi-sport field, and scoreboard

Derby High School Athletic Complex, Derby, CT – ADA compliance, synthetic turf multi-sport field, track, bleacher improvements, press box, field lighting upgrades, and security improvements



DANIELLE SITLER-MOORE

Interior Designer/Job Captain - Interior Design

Danielle is a creative and detail-oriented interior designer with a strong foundation in project management and a proven ability to guide projects from concept through completion. She brings extensive experience designing for educational environments and public safety facilities, along with a diverse portfolio that includes high-end residential, hospitality, retail, and municipal projects. Danielle is known for her collaborative approach, working closely with clients, consultants, and project teams to develop thoughtful design solutions that balance functionality, aesthetics, and user needs, creating spaces that support performance, comfort, and community.

EDUCATION / MEMBERSHIPS

Bachelor of Science in
Interior Design
Art Institute of Pittsburgh
2016

Associate of Art in
Visual Fine Art
Manchester Community
College
2009

RELEVANT PROJECT EXPERIENCE

Chamberlain Elementary School, New Britain, CT - addition and renovation-as-new

Middle School of Plainville, Plainville, CT - renovate-as-new

Achievement First Iluminar K-8 School, Cranston, RT - renovations

Achievement First Rhode Island High School, Providence, RI - conversion, renovation

Minuteman Regional Vocational Technical High School, Lexington, MA - new facility

Nashoba Valley Regional High School, Bolton, MA - MSBA feasibility study, new facility

Milford Police Station, Milford, CT - feasibility study

Newtown Police Station, Newtown, CT - adaptive reuse, addition and renovations

WESTCOMM Regional Emergency Communications Center, Chicopee, MA - adaptive re-use and renovations

Bedford Fire Station, Bedford, MA - feasibility study, new facility

Windsor Police and Fire Facilities, Windsor, CT - adaptive reuse and renovations

Griswold Senior Center, Griswold, CT - new facility

Tunxis Country Club, Farmington, CT - pavilion and tavern room renovations

Holyoke Community Charter School, Holyoke, MA - gymnasium addition

William M. Davies Career and Technical High School, Lincoln, RI - health career program upgrades study

Relevant Project Experience with Previous Firms

MGM Springfield, Springfield, MA - new facility

Mason Wright Retirement Community, Springfield, MA - renovations



KATHERINE JESSUP, AIA, ALEP, LEED AP

Associate/Architect | Educational Planner

Kate is an Architect and Accredited Learning Environments Planner whose work includes K-12 projects of varying size and scope. As an Educational Planner, Kate engages in active listening and facilitates rich discussion with teachers, students, school administrators and community members to reach conclusions that consider best practices. She brings a deep understanding that the built environment has a profound impact on physical, cognitive, and social-emotional development of our students. She collaborates with clients, school and community leadership and contractors to deliver architectural solutions that exceed clients' educational goals and accommodate innovative 21st century teaching and learning practices.

EDUCATION / MEMBERSHIPS

Bachelor of Architecture
Roger Williams University, 2006

American Institute of Architects

LICENSES / CERTIFICATIONS

State of Connecticut #15413

State of Rhode Island and Providence Plantations #5063

Commonwealth of Massachusetts #50923

LEED Accredited Professional

Accredited Learning Environments Planner (ALEP)

RELEVANT PROJECT EXPERIENCE

Anna Reynolds Elementary School, Newington, CT - addition and renovation-as-new

Middle School of Plainville, Plainville, CT - feasibility study, addition and renovation-as-new

Norwalk High School, Norwalk, CT - new facility

Achievement First High School, Providence, RI - renovations and adaptive re-use

Achievement First Iluminar School, Cranston, RI - renovation, master plan

Achievement First Schools, Providence and Cranston, RI - 3 campus plan

Barrington Public Schools, Barrington, RI - facilities master plan, RIDE Stage I & II

Franklin Public Schools, Franklin, MA - facilities assessment study of 10 schools in the district for a physical and programmatic assessment to develop a Comprehensive School Facilities Plan

Diman Regional Vocational Technical High School, Fall River, MA - feasibility study, new facility

Nashoba Regional High School, Bolton, MA - feasibility study, new facility

Relevant Project Experience with Previous Firms

Newport School District, Newport, RI - prepared RIDE Stage I & II documents

Providence Public School District, Providence, RI - prepared RIDE Stage II documents

Warwick School District, Warwick, RI - master plan for district schools

Boston Public Schools, Boston, MA - educational and system-wide facilities for 10-year educational and facilities master plan for 128 K-12 schools

Somerville High School, Somerville, MA - educational planning and services for an anticipated 386,500 SF comprehensive high school for 1,590 students

Lawrence Public Schools, Lawrence, MA - comprehensive feasibility study for 21 schools in the district

Waltham Public Schools, Waltham, MA - facility assessments and educational programming for 6 elementary schools, 2 middle schools, and 1 high school



JENNIFER MANGIAGLI, RA, LEED AP BD+C

Associate Principal/Architect

Jennifer is involved with many aspects of the design and construction process including feasibility studies, project administration of construction documents and construction contract administration. She believes in the value of a collaborative design process throughout all project phases from preliminary design to project closeout and beyond. She specializes in code compliance including ADA accessibility and building codes, and is experienced with major renovations and new construction of educational and municipal facilities. Jennifer leads the day-to-day activities of the design team including consultant coordination, code compliance review, and construction document completion. She will serve as the OGA contact through the design and construction process making sure all approvals and deadines are met. Jennifer will attend critical presentations and meetings throughout the project. Jennifer is very knowledgeable of OGA requirements and has a proven track record of successful project completion.

EDUCATION / MEMBERSHIPS

Bachelors of Architecture
Pennsylvania State University, 1998

LICENSES / CERTIFICATIONS

State of Connecticut #10944

LEED AP BD+C
Accredited Professional

RELEVANT PROJECT EXPERIENCE

Chamberlain Elementary School, New Britain, CT - feasibility study, addition and renovation-as-new

Anna Reynolds Elementary School, Newington, CT - addition and renovations

Gaffney Elementary School, New Britain, CT - additions and renovation-as-new. Renovations include mechanical and electrical systems upgrades, new classrooms, code compliance updates, and new site circulation

Smith Elementary School, New Britain, CT - feasibility study

Middle School of Plainville, Plainville, CT - renovate-as-new

Henry James Memorial School, Simsbury, CT - phased renovations for middle school

Westbrook Middle/High School, Westbrook, CT - addition and renovations

Griswold Middle School, Griswold, CT - addition and renovations

Nathan Hale-Ray Middle School, East Haddam, CT - new facility

DiLoreto Dual Languages Magnet School, New Britain, CT - addition and renovation of a school serving grades K-8. Site renovations included new circulation routes and bus and parent drop-off locations

Norwalk High School, Norwalk, CT - new 336,000 SF high school facility that includes a 3 story P-Tech Academy

New Britain High School, New Britain, CT - ADA and code compliance renovations

Torrington High School, Torrington, CT - study and design services for facility renovation

Shepaug Valley STEM Agriscience Center, Washington, CT - feasibility study and new $34 million addition agriscience STEM academy and associated renovations to the existing school facility

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HVAC, Electrical, Plumbing & Fire Protection Engineering

van Zelm Heywood & Shadford, Inc.
10 Talcott Notch Road
Farmington, CT 06032
(860) 284-5064



VAN ZELM ENGINEERS

VAN ZELM HEYWOOD & SHADFORD, INC.

FIRM PROFILE

Who We Are:

van Zelm Engineers is a well-established mechanical and electrical consulting engineering firm headquartered in Farmington, CT. We are devoted solely to the planning, study and design of mechanical and electrical systems for the built environment, completing projects in excess of $800 Million in mechanical and electrical construction value each year. These projects range in size from small studies to large, complex facilities.

As the design of mechanical and electrical systems becomes more complex, van Zelm is always found at the forefront in the development of new concepts for design and management. We are proud of the fact that more than 90% of our work is through repeat client activity. Client satisfaction with our performance, and engineering excellence are the primary concerns of our organization.

Professional Philosophy

Henri B. van Zelm, a graduate of Dartmouth College and Pratt Institute, founded the Firm in 1930. A man of high principles and determination, Mr. van Zelm believed that client satisfaction and quality design are essential to successful growth and repeat client business. This culture continues to be embraced by today's third and fourth generations of principals and staff. van Zelm's goal of engineering excellence continues today. Our designs must be responsive to each client's individual project needs. The Firm has always excelled in allowing its engineers and designers the freedom to utilize their talent and creativity in developing designs under the guidance and mentoring of those responsible for overall project management. The staff is encouraged to attend seminars, workshops, formal degree programs and continuing education classes.

What We Do:

Our solution-oriented designs are responsive to building system infrastructure requirements for healthcare, laboratory, academic, athletic, college/university, libraries, performing arts, historic and adaptive reuse, and office and institutional facilities. Our reputation in the building industry is for the successful design of complicated mechanical and electrical systems demanded by today's sophisticated buildings.

Our staff includes specialists in:

- Sustainable Design
- Alternative Technologies / Renewable Energy
- Energy Planning, Management & Conservation
- Photovoltaics and Solar Thermal
- Indoor Air Quality
- Environmental Control
- Building Management Systems
- Central Heating & Cooling Plant Design
- Computer Power & Data Transmission
- Contaminated Exhaust Systems
- Control Logic Design
- Integrated Controls Systems
- Fire Protection Systems
- Heat Recovery Systems
- Heating, Air Distribution & Refrigeration Systems
- Radiant Heating & Cooling
- High & Low Voltage Distribution Systems
- Lighting Systems
- Plumbing Systems
- Thermal Storage Systems
- Technology Systems
- Emergency and Stand-by Generation
- Combined Heat and Power Cogeneration
- Commissioning / Retro-Commissioning

Follow-through during construction and start-up is a major concern at van Zelm. We continue to work with the client after project completion to ensure adequate and reliable system performance.



VAN ZELM ENGINEERS

VAN ZELM HEYWOOD & SHADFORD, INC.

FIRM PROFILE

How We Work:

van Zelm operates under a "permanent team concept" within Practice Groups focused on Corporate, Healthcare/ Pharmaceutical, Academic, Commissioning and Energy Planning & Management sectors. Each team, led by a project manager, provides clients the personalized service of a small firm with the resources of a large firm.

Two principals, typically from complementary disciplines (e.g., mechanical/electrical), are assigned to every project – one as a principal-in-charge and the other as backup – to ensure continuity, communication, and technical depth. The project manager services as the client's primary point of contact.

Teams include mechanical, electrical, plumbing, and fire protection specialists responsible for all project phases, from field surveys to design, specifications, and shop drawings. Teams remain with the project through completion, supported by an experienced field engineer for Construction Administration. Field engineers handle cost verification, requisitions, construction observation, scheduling, change orders, and punch lists, all in collaboration with the design team.

Quality Engineering:

Continuous Quality Improvement is the responsibility of the entire van Zelm organization. We recognize that there is quality "in fact", and quality "perceived." Quality in fact is provided by hiring the best staff, providing them with ongoing training and education, and assigning our independent Quality Engineering Team to provide objective benchmark review of technical design, scope, budgets and schedule for each project.

Perceived quality can only be determined by our clients. To assess our performance in this area, we solicit input through written surveys, and conduct client focus meetings to determine client satisfaction. Through these candid meetings, important feedback is used to improve our performance. We continually look inward, reassessing and fine tuning our strategic philosophy, and changing to meet the demands of the times.

Corporate Citizenship

van Zelm Engineers is dedicated to advancing the engineering profession through education, mentorship, and charitable initiatives. In 2024, we established the van Zelm Foundation, Inc. to support students pursuing careers in architecture, engineering and construction. We are longstanding supporters of the ACE Mentor Program, with staff serving as mentors and on national, state and local boards to insure the next generation of professionals.

Our team also participates in the Professional Women in Construction (PWC) Mentorship Program, with representation on the PWC National Board and active involvement at the chapter level.

To further support engineering education, we established the van Zelm Heywood & Shadford, Inc. Scholarship at the University of Hartford College of Engineering students who excel academically and contribute to their community.

We also offer internships to college engineering students and support various philanthropic organizations, reflecting our commitment to giving back.

R. Scott Madigan, P.E.

Vice President and Senior Team Leader

Professional Overview	Scott Madigan has more than 30 years of experience in mechanical engineering systems design for the built environment. As both a technical design leader and project team leader, he has extensive experience overseeing teams managing intricate and complex projects, both new and renovated, for higher education, academic, office, commercial and industrial facilities. Energy efficiency and sustainable systems design features are incorporated into all of Scott's projects, including LEED, Living Building Challenge (LBC) and Passive House certifications. His team designed the recently completed 544,000 s.f. Harvard University Science Engineering Center in Allston, MA which earned LEED Platinum and LBC petal certifications. In addition, the team designed the Wesleyan Science Building currently under construction. He ensures that the best technical and administrative resources of his team are made available to his project and reviews projects during the development stage and benchmark progress points to ensure that the design meets the requirements of the client.
Education	B.S.M.E. degree from Villanova University
Professional Registration	Professional Engineer in CT and MA
Industry Associations	ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers
Project Experience	Windsor Oliver Ellsworth HVAC Upgrades Ledyard, Juliet Long School, HVAC Replacements Norwalk High School, New Building Hartford, SINA the Learning Corridor, new school construction West Hartford, Conard HS, Additions and Renovate as new West Hartford, Hall HS, Additions and Renovate as new Waterbury new arts magnet school and palace theater renovation Choate Rosemary Hall Hill House Renovation Choate Rosemary Hall – Main Dining Hall Servery Renovation Hotchkiss School, Dining Hall Renovation Hotchkiss School, Memorial Hall Renovations

Scott Martin, P.E., LEED AP

Associate - Team Leader / NC Office

Professional Overview	Scott Martin brings over 25 years of experience as both a technical design leader and project manager, specializing in award-winning mechanical systems for the built environment. He oversees projects from initial planning through completion, including interdisciplinary coordination, deliverables management, and construction administration. His portfolio includes energy-efficient HVAC designs for complex environments such as clean rooms, central plants, and specialized academic, corporate, research, and industrial facilities. Scott's work features numerous projects with sustainable design goals, including LEED Platinum–certified buildings, Living Building Challenge achievements, high-efficiency dormitories, athletic facilities, and campus-wide energy conservation initiatives.
Education	B.S. degree in Mechanical Engineering from the University of Massachusetts He has additional training in project management and leadership.
Professional Registration	Professional Engineering license in the States of CO and NC and is a LEED AP – Accredited Professional.
Industry Associations	Very active in ASHRAE, on the local, regional and national levels Past Society Research Promotion Chair and Develop Committee member Currently serving on the Society Honors and Awards Committee and technical committees for Geothermal Heat Pump and Energy Recovery Applications, Clean Spaces and Building Environmental Impacts and Sustainability Past president of the Rocky Mountain Chapter of ASHRAE Member of the U.S. Green Building Council (USGBC)
Project Experience	Plainville Middle School Renovations Yale University – 127,000 SF Divinity School – Living Building Challenge 3.0 Colby College – Mayflower Hill Residence Hall – Dormitory Building UConn Connecticut Hall, Dorm and Dining, LEED Gold University of Massachusetts Amherst, Manning College of Info & Computer Sciences Princeton University, Multi-Sport Athletics Complex Lawrenceville School, Tsai Dining and Athletic Complex Bowdoin College, Schiller Coastal Studies Center Expansion, Passive House Dartmouth College, Clean Room Harvard Allston Science & Engineering Complex, LEED Platinum and LBC Petal Cert. UPenn, Vagelos Laboratory for Energy Sciences and Technology, LEED Platinum Total Mortgage Arena, HVAC System Upgrades

Joel M. Baker

Senior Electrical Consultant I

Professional Overview	Mr. Baker is responsible for electrical engineering design, specification and shop drawing review for all types of building infrastructure including historic preservation and adaptive reuse, higher education, schools, healthcare, office, manufacturing and recreational facilities. Mr. Baker is experienced in lighting and lighting controls, in the preparation of plans and specifications, cost estimates and reports for projects involving medium and low voltage electrical distribution power generation, electrical switchgears, building illumination and wiring; street, parking lot, and sports field illumination systems, fire alarm and communication systems, public address systems, emergency lighting and lightning protection systems. He is proficient in the use of AutoCAD and Revit.
Education	Porter and Chester Institute in Enfield, CT specializing in AutoCAD and drafting, he has also completed multiple IESNA Courses in Lighting Design.
Industry Associations	IES Illuminating Engineering Society Past Vice President of the Northeast Region Hartford Section District 2 chapter Mentor for the ACE Mentor Program of Connecticut since 2005.
Project Experience	Plainville Middle School, Renovations Harvard University 1930 Dunster House, 180,500 SF Renewal - LEED Gold Lawrenceville School Tsai Dining and Athletic Complex Harvard Allston Science & Engineering Complex, LEED Platinum and LBC Petal Cert. Mass Wildlife Field Headquarters - Zero Net Energy, LEED Platinum SUNY College of Environmental Science and Forestry – LEED Platinum Boston University Center for Student Services, 109,600 SF- LEED Gold Bowdoin College, Schiller Coastal Studies Center Expansion, Passive House Colby College – Mayflower Hill Residence Hall – Dormitory Building Wesleyan University, New Science Center Building UConn Connecticut Hall, Dorm and Dining, LEED Gold Framingham State University, Dormitory, LEED Gold Dartmouth College, Arthur L. Irving Institute for Energy/Society – LEED Platinum

Allison D. Cote, P.E.

Senior Mechanical Consultant I

Professional Overview	Ms. Cote has extensive experience in the design of HVAC systems for a variety of projects including academic, laboratory, office, industrial, and commercial facilities. Projects include complex HVAC systems for renovation, retrofit and new construction of sustainably designed, energy efficient spaces. Ms. Cote's projects require analysis, design, and computer implementation. She has valuable experience in mechanical systems, specifications, project coordination and client interface. Her involvement assures an efficient, complete, and a unique end project. Allison served as the mechanical Engineer for much of the initial Harvard Allston SEC design and was involved in all phases of the Recent fit-out projects, including the SEAS Phase II fit-outs.
Education	B.S. in Mechanical Engineering with an Energy and Sustainability concentration from the University of Hartford.
Professional Registration	Professional Engineering License from the State of Connecticut.
Industry Associations	ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers, and Professional Women in Construction.
Project Experience	Plainville Middle School, Renovations Yale University – 127,000 SF Divinity School – Living Building Challenge 3.0 Princeton University, Multi-Sport Athletics Complex Lawrenceville School Tsai Dining and Athletic Complex Harvard Allston Science & Engineering Complex, LEED Platinum and LBC Petal Cert. Dartmouth College Anonymous Building Wesleyan University, New Science Center Building Bowdoin College, Schiller Coastal Studies Center Expansion, Passive House Colby College – Mayflower Hill Residence Hall – Dormitory Building Allston Kempner Institute Fit out

Mark E. Gutowski

Senior Plumbing / Fire Protection Consultant I

Professional Overview	Mark has over 20 years of experience in the building industry and the design of plumbing and fire protection systems for virtually all types of facilities. He specializes in the design of energy-efficient plumbing systems. His designs also include life safety, fire protection and sprinkler design for complex facilities, i.e., academic, laboratory, commercial and office facilities. Mark's breadth of knowledge is invaluable to any project team. Proficient in key software tools such as Revit, AutoCAD, and MS Office, he has extensive knowledge of NFPA Standards Building and Plumbing Codes which further enhances his ability to deliver high-quality work in compliance with industry regulations. His recent academic design projects include the Dartmouth Burke Hall & Science Complex System Upgrades, the Harvard Allston Science & Engineering Center, and the new University of Connecticut STEM Research Science One Facility, Each of these projects was designed utilizing sustainable design principles and practices.
Education	B.S. degree in Mechanical Engineering from Western New England University.
Industry Associations	ASPE – American Society of Plumbing Engineers
Project Experience	Plainville Middle School, Renovations Avon Old Farms School Kitchen and Dining Renovations Noble & Greenough School, Dining & Residence Hall Windsor Oliver Ellsworth HVAC Upgrades Ledyard, Juliet Long School, HVAC Replacements Norwalk HS - New Construction Brunswick School CD – Greenwich, CT Hotchkiss School - New Dining Hall and Memorial Hall Renovation Choate School - Hillhouse Renovation Framingham State University, Framingham, MA, Dormitory Harvard University New 550,000 SF Allston Science & Engineering Center University of Connecticut 200,000 SF STEM Research Center (Science One) Dartmouth College Burke Hall & Science Complex Systems Upgrades

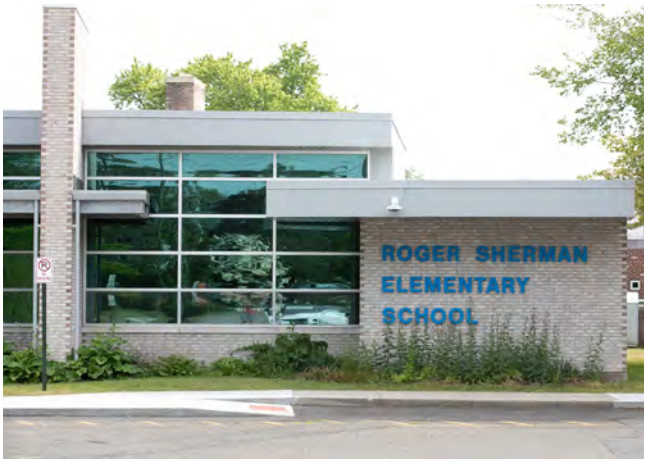
Public Elementary School Experience



Juliet W. Long School, Ledyard, CT
HVAC Replacement



Oliver Ellsworth School, Windsor, CT
HVAC Upgrades



Roger Sherman Elementary, Fairfield, CT
Boiler Replacement

- Avraham Pierson School, Clinton, CT
- Barkhamsted Elementary, Air Conditioning, Barkhamsted, CT
- Beecher School, Woodbridge, CT
- Benjamin Jepson School, New Haven, CT
- Bishop Elementary School, Norwich, CT
- Bradley Elementary, HVAC Consultant, Derby, CT
- Brooklyn Schools, Brooklyn, CT
- Center Elememtary School, Old Lyme, CT
- Chaplin Elementary School, Chaplin, CT
- Cherry Brook Elementary School, Canton, CT
- Coventry Grammer School, Coventry, CT
- East Haddam Elementary School, East Haddam, CT
- Farmington Upper Elementary School, Farmington, CT
- Frisbie Elementary School, Wolcott, CT
- Gilead Hill Elementary School, Hebron, CT
- Green's Farm Elementary School, Westport, CT
- Haddam Elementary Schools, Haddam, CT
- Hebron Elementary School, Hebron, CT
- Juliet W. Long School, HVAC Replacement, Ledyard, CT
- Lewin G. Joel School, Clinton, CT
- Lyme Consolidated Elementary School, Lyme, CT
- Mashantucket Pequot Child Development Center, Ledyard, CT
- Mead Elementary School Renovation and Expansion, Ansonia, CT
- Mile Creek Elementary School, Old Lyme, CT
- North Stonington Elementary, North Stonington, CT
- Norwich Public Schools, Norwich, CT
- Oliver Ellsworth School, HVAC Upgrades, Windsor, CT
- Plymouth Center School, Plymouth, CT
- Prendergast Elementary School Pre-K-2 Renovation and Expansion, Ansonia, CT
- Redding Elementary School, Redding, CT
- Roger Sherman Elementary, Boiler Replacement, Fairfield, CT
- Samuel Huntington Elementary School, Norwich, CT
- Simsbury Schools, Simsbury, CT
- "The Learning Corridor", Hartford, CT
- Torrington Elementary School, Torrington, CT
- Trumbull Schools, Trumbull, CT
- Wallingford School System, Wallingford, CT
- Watertown Schools, Watertown, CT
- Westport Elementary School, Westport, CT
- Whiting Lane School, West Hartford, CT
- Windsor Elementary Schools, Windsor, CT

Public Middle School Experience



Plainville Middle School, Plainville, CT
Renovation



Kelly Middle School, Norwich, CT
Expansion and Renovation



Teachers Memorial Global Studies Magnet Middle School, Norwich, CT
Boiler Replacement

- Bedford Middle School, Westport, CT
- Brooklyn Schools, Brooklyn, CT
- Capt. Nathan Hale School, Coventry, CT
- Har-Bur Middle School, Burlington, CT
- Jared Eliot School, Clinton, CT
- John Winthrop Middle School, Deep River, CT
- Kelly Middle School, Expansion and Renovations, Norwich, CT
- Kent Center School, Kent, CT
- King Philip Middle School, Science Department Renovation, West Hartford, CT
- Middlesex Middle School, Addition and Renovation, Darien, CT
- Nathan Hale-Ray Middle School, East Haddam, CT
- New Canaan Middle School, Boiler Room Assessment, New Canaan, CT
- Plainville Middle School, Renovation, Plainville, CT
- Plymouth Middle School, Plymouth, CT
- Regional District 18, Feasibility Study, Old Lyme, CT
- RHAM - Regional School District No. 8, New Middle School and expansion and renovation of the existing High School, Hebron/Andover/Marlborough
- Sage Park Middle School, Addition, Code Update and Full Renovation, Wolcott, CT
- Saxe Middle School, New Canaan, CT
- Shepaug Valley Middle School, Washington, CT
- Simsbury Schools, Simsbury, CT
- "The Learning Corridor", Middle School, Hartford, CT
- Teachers Memorial Global Studies Magnet Middle School, Boiler Replacement, Norwich, CT
- Trumbull Public Schools, Trumbull, CT
- Tyrrell Middle School, Wolcott, CT
- Tyrrell Middle School, Wolcott, CT
- Wallingford School System, Wallingford, CT
- Waterbury Magnet School, Waterbury, CT
- Westbrook Middle School, Westbrook, CT
- Wheeler Middle School, North Stonington, CT
- Windham Middle School, Willimantic, CT



Structural Engineering

RZ Design Associates, Inc., A GM2 Company

750 Old Main Street, Suite 202

Rocky Hill, CT 06067

(860) 436-4336



RZ Design Associates, Inc.

A EM2 COMPANY

Innovative Engineering Solutions



Services

RZ Design Associates is a multi-disciplined engineering consulting firm providing a wide range of services:

Mechanical Services

- Boiler systems
- Chilled water systems
- Cooling tower systems
- Pumping systems
- Heating water, chilled water and condenser water piping systems
- Glycol feed systems
- VAV system design
- Constant volume system design
- Under floor air distribution
- Displacement ventilation
- Chilled beams
- Water heating systems
- Direct digital control systems
- Automated building management systems
- Geothermal systems
- Snow melt systems
- Radiant in-floor heating systems
- Thermal storage
- Computer/data room cooling systems
- Existing system renovations and remodels
- Laboratory fume hood systems
- Energy analysis studies
- Life cycle cost benefit studies

Fire Protection

- Fire pump design
- Wet pipe sprinkler design
- Pre-action sprinkler systems
- Dry pipe sprinkler design
- Deluge sprinkler systems
- Standpipe design
- Total flooding systems

Electrical Services

- Power distribution
- Site photometric analysis
- Interior and exterior lighting design
- Electrical service one-line diagrams
- Emergency power systems
- Office tenant finish design
- Office core and shell design
- Designs for retail big box, office/warehouse, recreation center, medical office building, medical imaging equipment infrastructure, industrial process infrastructure
- Computer/data room facilities
- Fire alarm design and layout
- School PA system design
- Telecommunication infrastructure design
- Security infrastructure design
- Lightning protection

Plumbing Services

- Piping layout
- Meter sizing
- Flow and pressure profiles
- System zoning and remote monitoring
- Fixture selections
- Water consumption/waste reduction analysis
- Pump calculations
- Booster systems
- Central vs. multiple pump analysis
- Efficiency calculations
- Grease trap sizing
- Gas piping design
- Hot/tempered water circulating design

Structural Services

- New Building Analysis
- Design & Detailing
- Existing Building Renovation & Modification
- Special Inspection
- Contract Administration
- Third Party Peer Review
- Roof Analysis
- Prefab Steel Building Foundation Design
- Steel Moment Connections & Braced Frames Calculations

RZ Design Associates, Inc.
A GM2 COMPANY

Design Excellence and Dedicated Client Service

RZ Design Associates, Inc. specializes in mechanical, electrical, plumbing (MEP), fire protection and structural engineering services. We are large enough to handle complex projects, yet small enough to give you and your project personalized attention. Our principals are involved in a project from the first meeting to the final details. Each member of our engineering design team feels a personal responsibility for the successful completion of a project.



Throughout the process, we pay careful attention to your design, budget and schedule requirements. In our more than 60 years in the engineering business, we have a strong history of responding quickly to client needs and completing projects on time and on budget.



Beekley Center for Breast Health & Wellness, Bristol, CT

Construction Manager: ACG North America

Trusted and Innovative Engineering Design Solutions

Our design process begins with thoughtful questions that elicit your project's goals, requirements and timeline. Working from extensive industry experience, we develop energy-efficient, sustainable and workable engineering designs that match your particular needs. Current on the latest in MEP and Structural systems, we offer innovative solutions that you may not have considered. Supporting our licensed engineers during the design process, our highly skilled AutoCAD and Revit designers and drafters give dimension to your system concepts.





From concepts to completion, our team works closely with everyone involved in your project to ensure its smooth progress and successful completion.

Old Saybrook High School
Old Saybrook, CT



Region 18 High School, Old Lyme, CT

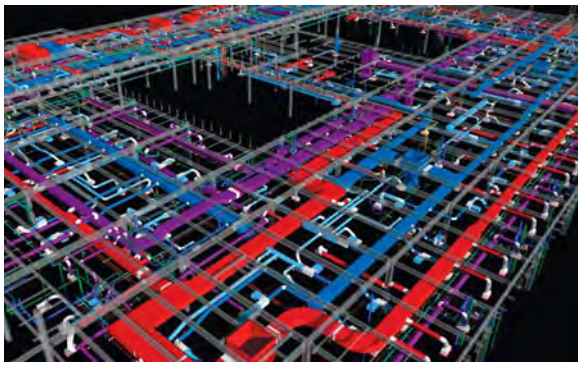
Utilizing LEED and Sustainable Systems

RZ Design Associates embraces incorporating sustainability, energy efficiency and renewable resources into design projects and takes a practical approach when proposing LEED-driven MEP and Structural systems. We use the LEED rating system as a design and planning tool, not an end goal.

Early in the design process we identify the financial impact of LEED design strategies to determine if the project's budget can accommodate these strategies. If not, we explore other creative cost-effective techniques for sustainable MEP and Structural systems that achieve the desired LEED rating without straining your project's construction budget. RZ Design Associates has LEED-certified consultants on staff who can provide sustainable LEED design and assistance with the LEED certification process if that is your goal.



Hamden Town Hall - green roof



BIM computer model

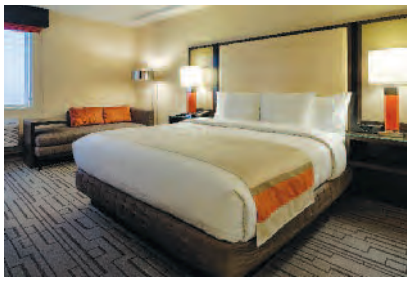
Visualize the Building Process: Building Information Modeling

Using state-of-the-art technologies, our designers can create detailed 3-D digital representations of a building's proposed systems. Building information modeling (BIM) illustrates all stages of a project's building process, allowing everyone involved in the project to identify and correct potential design issues before construction begins. BIM enhances collaboration between design and construction professionals, and typically creates savings in a building's construction and operation costs.

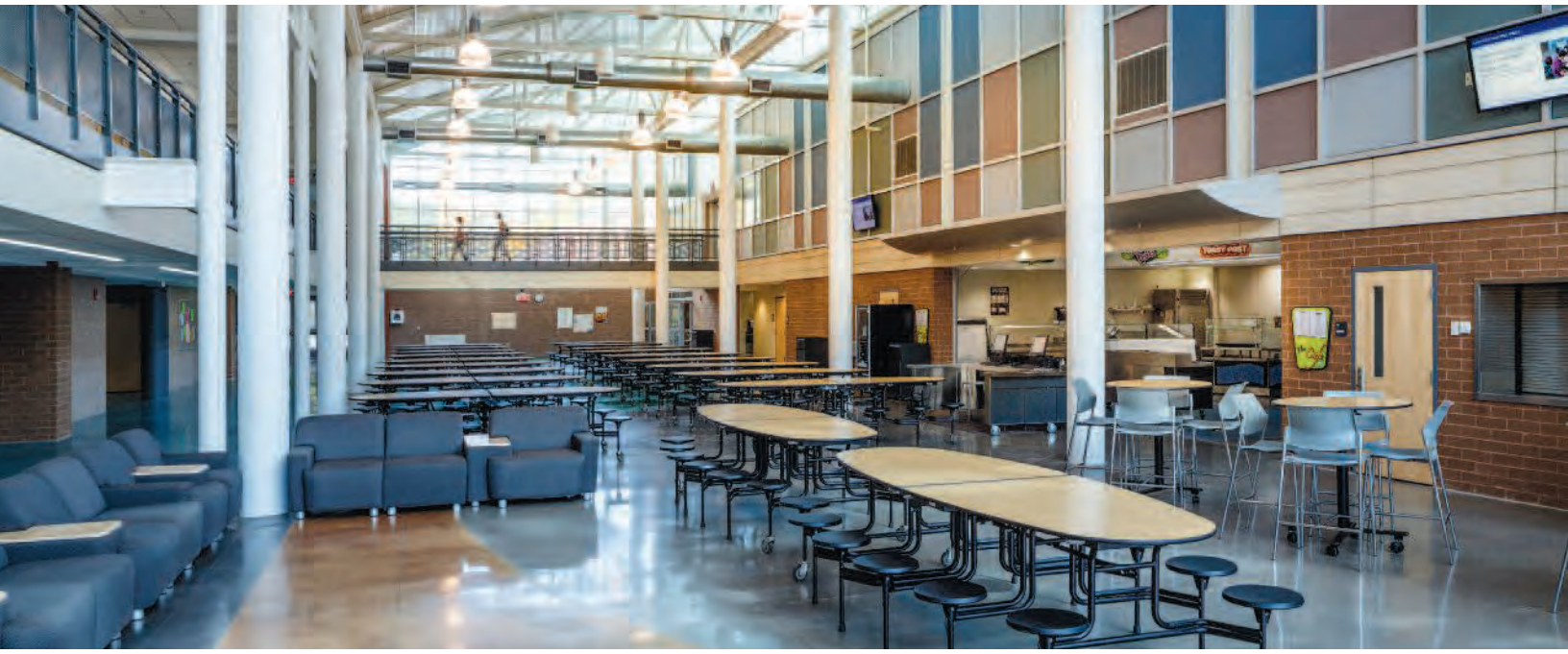
Extensive Experience Across Industries

RZ Design Associates has completed engineering designs for a wide range of public-sector and private-sector clients, giving us a thorough understanding of the distinct needs of specific industries. With each project, we provide a high level of personalized service that leaves you confident about the successful completion of your project—and the operation of your systems.





Doubletree Hotel, Bristol, CT
ACG North America



Region 18 High School - Commons, Old Lyme, CT

To learn more about how RZ Design Associates can provide valuable engineering design services during your building project, contact us at 860.436.4336, extension 121 or visit RZDesignAssociates.com.

Our engineering design experience includes MEP and Structural systems for projects in these areas:

- Municipal
- Educational
- Commercial
- Industrial
- Retail
- Restaurant
- Residential
- Hospitality
- Healthcare

Visit **RZDesignAssociates.com** to see our portfolio of projects by industry.





Hartford Steam Company, Hartford, CT

Mr. Zajda has more than 35 years of experience in structural design and has been responsible for all stages of design in concrete, steel, masonry and wood structures for a variety of projects in the institutional, industrial, residential and commercial markets. His focus on client relations, strategic project leadership and technical excellence underscore project quality and helps strengthen success.

PROFESSIONAL EXPERIENCE
35 Years / 5 with Firm

PROFESSIONAL REGISTRATION
CT PE #0019709; MA PE #55657
MI PE#6201312614; NH PE #16363
VA PE #0402062148; AL PE #52024
NJ PE #24GE04210100; NY PE #075368-1
FL PE #95565; SC PE #40926; PA PE #094296
RI PE #15002; OH PE #E-89665; ME PE #18360
MN PE #61792; MO PE #; NV PE #031654
TX PE #148224; MS PE #34307

EDUCATION
- MS, Civil Engineering, Rensselaer Polytechnic Institute, 1989
- BS, Civil Engineering, University of Miami, 1987

PROFESSIONAL AFFILIATIONS
- State of Connecticut Department of Homeland Security's Urban Search & Rescue Task Force 1, Engineering Division
- American Institute of Steel Construction- AISC
- ASCE

PROJECT EXPERIENCE:

North Branford High School, North Branford, CT. Structural Engineer for a new 108,000 square foot high school, strategically phased to ensure seamless construction while maintaining school operations. Chris provided structural engineering design services for this new state-of-the-art facility that includes an academic wing, media center, cafeteria, gymnasium, locker rooms, tech ed space, full wood shop, and a culinary classroom.

Bristol Arts & Innovation, Magnet School, City of Bristol, CT. Structural Engineer for the restoration and expansion of Memorial Boulevard School into the Bristol Arts and Innovation Magnet School. Chris provided structural engineering design services to renovate and modernize the existing 96,000 square foot building into a new school to house aspiring artists, musicians, and engineers in grades 6 to 12 including the 900-seat theater that was restored back to grandeur for the school and community.

Bank Street Recreational Park, Waterbury, CT. Structural Engineer. The 909 Bank Street site, located in Waterbury's Brooklyn neighborhood, has a long history of serving the community as home to various eating and drinking establishments over the years. Chris performed structural engineering services for the new public park that features a three-hoop basketball court, a slide, and a playground area. Completed in 2022, this new park provides a vibrant and engaging space for residents to enjoy.

ADDITIONAL PROJECT EXPERIENCE

- State Police Firing Range, Simsbury, CT
- Hopkinton Town Hall Expansion, RI
- Xfinity Theatre, Structural Improvements, Hartford, CT
- Torrington Town Hall, Torrington, CT
- Reroofing Town Buildings, Avon, CT
- Rocky Hill Senior/Community Center, Rocky Hill, CT
- Vernon Community Arts Center, New Britain, CT
- Community Education Center, New Britain, CT
- Athletic Fields, Nation Hale Ray H.S. Moodus, CT
- O'Brien Stadium Fieldhouse, Windsor, CT
- Advanced Manufacturing Training Center, Danbury, CT
- Alfred E. Plant Housing, West Hartford, CT
- Lyman Hall High School, Wallingford, CT
- CREC Academy of Aerospace & Engineering Intermediate School, Rocky Hill, CT
- CREC Soundbridge, Wethersfield, CT
- UCONN—Jorgensen Center for the Performing Arts, Mansfield, CT

Portfolio of School Projects

Gilbert Middle School, Science Rooms
Winsted, CT

CREC Academy of Aerospace & Engineering, Rocky Hill, CT

Old Saybrook Middle & High Schools Science Lab Addition/Various Renovations
Old Saybrook, CT

New Fairfield High School,
Culinary Arts Program, New Fairfield, CT

Tootin' Hills, Vestibule
West Simsbury, CT

Newington High School, Vestibule
Newington, CT

Xavier High School, Renovations
Middletown, CT

Memorial Blvd Intradistrict Arts Magnet School, Bristol, CT

Windham High School, Renovations
Willimantic, CT

Philip R. Smith Elementary School
South Windsor, CT

Norton Elementary School, Vestibule
Cheshire, CT

Henry James Memorial School, Phased Renovations, Simsbury, CT

Union Elementary School, Vestibule
Unionville, CT

West Woods Upper Elementary School
Vestibule, Farmington, CT

The Loomis Chaffee School, Library
Windsor, CT

Naylor School
Hartford, CT

Preston Veterans Memorial School
Preston, CT

Meeting House Hill Elementary School
New Fairfield, CT

Norfeldt Elementary School, Renovations
West Hartford, CT

Stafford Springs High School
Stafford Springs, CT

Palmer High School, Renovations Palmer, MA

Annie Fisher Magnet School, Science Rooms
Hartford, CT

Memorial Blvd Intradistrict Arts Magnet School, Bristol, CT

New Fairfield High School, Science Labs
New Fairfield, CT

Moser School, new grade 4 & 5 school
Rocky Hill, CT

Windham High School, Renovate as New
Windham, CT

Newington High Aerospace, Biomedical, Genomics and Culinary Academies,
Newington, CT

East Farms Elementary School, Vestibule
Farmington, CT

No. Stonington Elementary & High Schools
North Stonington, CT

CREC Medical & Teacher Prep Magnet
Windsor, CT

Eli Terry Elementary School
South Windsor, CT

Stafford Springs Elementary School
Stafford Springs, CT

Irving A. Robbins Middle School, Vestibule
Farmington, CT

West District School, Vestibule
Unionville, CT

Granby Memorial High School, Vestibule
Granby, CT

Lyman Hall High School, Vestibule
Wallingford, CT

Region 18 Lyme-Old Lyme High School
Old Lyme, CT

Somers High School, Boiler Replacement
Somers, CT

Kelly Lane and Wells Road Schools
Granby, CT

Derby Middle School
Derby, CT

Region 12: Shepaug Valley High School Agriscience Center
Washignton, CT

Somers Elementary School, Renovations
Toilet Rooms/Class Rooms, Somers, CT



Civil, Site, Traffic Engineering

BSC Group, Inc.
655 Winding Brook Drive
Glastonbury, CT 06033
(860) 652-8227

BSC GROUP

WWW.BSCGROUP.COM

AT A glance

OFFICE LOCATIONS

HEADQUARTERS

Boston, MA

Glastonbury, CT

Andover, MA

West Yarmouth, MA

Worcester, MA

Manchester, NH

1965
BSC FOUNDED

200
TEAM MEMBERS

CORE SERVICES

Engineering

Planning & Design

Ecological Science & Permitting

Land Surveying

GIS & Software Solutions

Landscape Architecture











FIRM OVERVIEW

At BSC, we partner with our clients to deliver creative, practical, and climate-resilient land development, transportation, and environmental solutions. Clients trust BSC to work with them to expertly guide siting, strategically navigate regulatory processes, and holistically design infrastructure to help achieve their vision.

BSC's engineers, planners, and scientists take pride in their ability to respond nimbly to move projects forward.

We solve complex challenges by applying expertise across disciplines, sharing ideas and perspectives to see a project from every side.

The purpose of our work is to improve the quality of life in and around our communities using our skills and experience to promote balance between the built and natural environment, and to support our clients and communities in adapting to our changing climate. Proudly employee-owned, our people are the heart of our company.

REPRESENTATIVE SERVICES

- **Civil and Site Engineering**
- **Planning & Design**
- **Landscape Architecture**
- **Ecological**
- **Land Surveying & Spatial Services**
- **Transportation Planning & Engineering**
- **Climate Resilience**

REPRESENTATIVE PROJECTS

CRYSTAL LAKE SCHOOL
Ellington, CT

DR. MICHAEL D. FOX SCHOOL
Hartford, CT

WEST MIDDLE SCHOOL
Hartford, CT

GALLUP HILL SCHOOL
Ledyard, CT

LEDYARD MIDDLE SCHOOL
Ledyard, CT

SCHOOL FACILITIES ASSESSMENT
Lyme-Old Lyme, CT

JOSEPH FORAN HIGH SCHOOL
Milford, CT

CHALK HILL SCHOOL
Monroe, CT

REGIONAL SCHOOL DISTRICT 18 HIGH SCHOOL
Old Lyme, CT

TOLLAND HIGH SCHOOL
Tolland, CT

COOPERATIVE EDUCATIONAL SERVICES
Trumbull, CT

JOSEPH F. KENNEDY HIGH SCHOOL
Waterbury, CT

STORIES OF

Success



Wendell Cross Elementary School
Waterbury, CT

Provided design of the site layout, drainage, grading, landscape architecture, and site utilities for the renovations and additions of this 95,000-square-foot facility.



Bethel High School Renovations
Bethel, CT

Provided site design for a 30,000 square foot addition to Bethel High School. Site design services included supporting utilities, additional/revised parking, and stormwater management, as well as permitting.



School Facilities Study
Old Lyme-Lyme, CT

Provided a schools facilities assessment for the following: Lyme-Old Lyme Middle School, Center School, Lyme Consolidated School, and Mile Creek School.

MEET OUR

Team



Robert
Newton, PE, LEED AP
Civil Engineer

Rob has extensive civil engineering experience, especially in the areas of site and roadway design, hydraulic analyses, and permitting support for municipalities, private entities, and government organizations, He has been responsible for the development of several K-12 projects in CT, including Wendell Cross Elementary School in Waterbury, CT and Henry James Memorial School Renovations in Simsbury, CT.



Matthew
Stephan, PE
Civil Designer

Matt is a professional engineer with experience in areas of site design and drafting, including erosion and sedimentation control, site demolition, grading and drainage, utilities, hydrologic analysis, stormwater management, stream modeling, permitting, and site inspection. He has recently provided integrated site design services for Wendell Cross Elementary School in Waterbury, CT and Crystal Lake School in Ellington, CT.



Robert
Newton, PE, LEED AP

Senior Civil Engineer
Vice President

YEARS OF EXPERIENCE
29

EDUCATION
BS, Civil Engineering
Union College

REGISTRATIONS
Professional Engineer

- CT #20662
- MA #49276 (2011)

LEED Accredited Professional

AFFILIATIONS
- American Society of Civil Engineers
- U.S. Green Building Council

MEET ROB
Rob has extensive civil engineering experience, especially in the areas of site and roadway design, hydraulic analyses, and permitting support for municipalities, private entities, and government organizations, including both the Connecticut Department of Transportation (CTDOT) and Massachusetts Department of Transportation (MassDOT). Rob is well-versed in all aspects of site and roadway design, including site planning, drainage design, stormwater management, site utility design, sedimentation, and erosion control plans.

ACCUSTOMED TO LEADING TEAMS OF ENGINEERS, PLANNERS, SURVEYORS, AND SCIENTISTS IN THE DELIVERY OF COHESIVE AND EXEMPLARY PROJECTS, ROB MANAGES TO COMBINE HIS TECHNICAL EXPERTISE WITH BEST MANAGEMENT PRACTICES.

PROJECT EXPERIENCE HIGHLIGHTS

Henry James Memorial School – Phase III Renovations, Simsbury, CT
Project Manager

Responsible for the development of the site utilities, drainage systems and mitigation, and erosion control measures for the renovations and additions of the existing middle school. The additions included a new theater and media center to support the school's activities. The design was performed in association with Kaestle Boos Associates and Downes Construction.

Wendell Cross Elementary School, Waterbury, CT
Project Manager

Responsible for the development of the site layout, drainage, grading, landscape architecture, and site utilities for the renovations and additions of this 95,000-square-foot facility. This renovate-as-new project significantly increased space to provide additional educational opportunities to an aging facility in a residential neighborhood of Waterbury. The design was performed in association with Friar Architects and Newfield Construction.

The Renbrook School Athletic Field Reconstruction, West Hartford, CT

Civil Engineer

Responsible for the drainage and hydraulic design, permitting, and construction administration services for the conversion of a natural grass multi-purpose field to a synthetic turf field complete with fencing, sidewalks, and associated parking. The design team worked closely with the school and the town staff to incorporate the synthetic field into the historic landscape with challenging topography and geotechnical concerns. Services were provided in association with Kaestle Boos Associates.

Region 14 (Nonnewaug High School) Renovate as New, Woodbury, CT

Project Manager

Responsible for the development of the site utilities, drainage systems and mitigation, septic design, and erosion control measures for the renovations and additions of the existing high school. BSC was instrumental in obtaining local and state permits for the site design, floodplain management, and septic system improvements. The design was performed in association with the SLAM Collaborative.

Improvements at Kelly Martin Tighe Field, Milford, CT

Civil Engineer

Responsible for the design, permitting, and construction administration services for the conversion of a natural grass soccer field to two synthetic turf multiuse fields complete with fencing, ball safety netting, sidewalks, and wetland restoration plantings. The team was challenged to fit the desired program by existing soil conditions and surrounding wetlands. The design team's solution met the defined program with minimal impact to surrounding wetlands, which required local and federal permitting and long-term stability of the underlying soils. Rob played a large role in reviewing the project as well as troubleshooting challenging components.

Baseball and Softball Field Improvements at Jonathan Law High School, Milford, CT

Civil Engineer

Responsible for design, permitting, and construction administration for the conversion of existing natural grass baseball and softball fields to synthetic turf along with new dugouts, fencing, ball safety netting, and site electrical upgrades. The new facility includes a baseball and softball turf system tuned for the respective sports performance requirements. There is also a multiuse field overlay in the outfield to accommodate Junior Varsity play and practices. Rob played a large role in reviewing the project as well as troubleshooting challenging components.

PRIOR TO JOINING BSC, ROB CONTRIBUTED TO THE FOLLOWING PROJECTS:

Rocky Hill Intermediate School, Rocky Hill, CT

Project Manager

Responsible for managing the site and traffic engineering services associated with the design of an 83,000-square-foot facility located on over 10 acres. The project involved partial reuse of the existing structure, which presented unique concerns for utility relocations. Stormwater management was of particular concern for the Town. Services were provided in association with Kaestle Boos Associates.

Smalley School, New Britain, CT

Project Manager

Responsible for the development of the site layout, drainage, grading, and site utilities for the renovations and additions of this 95,000-square-foot facility. This renovate-as-new project brought new life to an aging facility of the Consolidated School District of New Britain. The design was performed in association with Kaestle Boos Associates.

Annie Fisher Montessori Magnet School, Hartford, CT

Project Manager

Responsible for managing the renovation of this 102,000-square-foot facility offering an experiential learning environment for pre-K–8 students. Additional services for the 17,000-square-foot addition included survey; structural modifications to the existing building, including the incorporation of curved steel members into the new steel framing for the cafeteria and library additions; analysis and design of drainage and utilities; environmental permitting; sedimentation and erosion control methods required to meet LEED certification requirements; special inspections; and construction administration. Rob provided overall project management and site/civil engineering for the project, which was performed in association with Amenta/Emma Architects.



Matt
Stephan, PE

Civil Engineer
Associate

YEARS OF EXPERIENCE

10

EDUCATION

BS, Civil Engineering
University of Connecticut

REGISTRATIONS

Professional Engineer

- CT #34678 (2021)
- MA # 57373 (2022)
- RI #15358 (2024)

AFFILIATIONS

- American Society of Civil Engineers

MEET MATT

Matt is a professional engineer with experience in areas of site design and drafting, including erosion and sedimentation control, site demolition, grading and drainage, utilities, hydrologic analysis, stormwater management, stream modeling, permitting, and site inspection.

MATT HAS RECENTLY PROVIDED INTEGRATED SITE DESIGN SERVICES FOR SEVERAL CT SCHOOLS.

PROJECT EXPERIENCE HIGHLIGHTS

Nonnewaug High School Renovation, Woodbury, CT

Civil Designer

Responsible for design services for the full site renovation of the existing Nonnewaug High School. Project tasks included design of drainage, utilities, utility demolition, erosion and sedimentation control, preparation of CT DEEP Stormwater General Permit, preparation of CT DEEP Flood Management Certification, and construction administration. Additional scope to the project involved a complete redesign of the onsite septic systems as well as the associated state permitting through DEEP for state-regulated septic systems.

Wendell Cross Elementary School, Waterbury, CT

Civil Designer

Responsible for integrated site design services for the renovate as new and expansion of the existing school facility and the reconfiguration of the site layout, including site erosion and sedimentation control design, site grading, existing hydrologic analysis, proposed hydrologic analysis and design, utility design, and preparation of the stormwater management report. BSC was responsible for integrating new elements into the existing school facility, site/civil engineering, stormwater management, traffic/parking, design of landscape, and permitting.

Crystal Lake School, Ellington, CT

Civil Designer

Responsible for integrated site design services for the renovation and expansion of the existing school facility and the rehabilitation and reconfiguration of the 16-acre site, including revised grading, new access drives, parking, and bus loading/unloading areas, new athletic fields, new play areas, and a walking path. BSC was responsible for integrating new elements into the existing school facility; site/civil engineering; stormwater management; traffic/parking; design of landscape, a walking path, and playground; and permitting.

Nathan Hale-Ray Middle School Conversion, East Haddam, CT

Civil Designer

Provided design services for the Nathan Hale-Ray Middle School conversion in East Haddam, CT. This project converted the school into a facility for the Town's municipal offices, Board of Education, Fire and EMS services, and police. BSC conducted site study/analysis, site planning, and civil/landscape design. These efforts addressed site access, vehicular circulation and parking, emergency vehicle accommodations, pedestrian routes and building access, landscaping and green space, recreational amenities, stormwater management, and utilities.

Gallup Hill School, Ledyard, CT

Civil Designer

Responsible for integrated site design services for the renovate as new and expansion of the existing school facility and the reconfiguration of the site layout, including site erosion and sedimentation control design, site grading, existing hydrologic analysis, proposed hydrologic analysis and design, and preparation of the stormwater management report. BSC was responsible for integrating new elements into the existing school facility, site/civil engineering, stormwater management, traffic/parking, design of landscape and playgrounds, and permitting.

Ledyard Middle School, Ledyard, CT

Civil Designer

Provided integrated site design services for the renovate as new and expansion of the existing school facility and the reconfiguration of the site layout, including site erosion and sedimentation control design, site grading, existing hydrologic analysis, proposed hydrologic analysis and design, and preparation of the stormwater management report. BSC was responsible for integrating new elements into the existing school facility, site/civil engineering, stormwater management, traffic/parking, design of landscape, and permitting.

Plainville High School Field and Track Improvements, Plainville, CT

Civil Designer

Responsible for providing support for the installation of two artificial turf fields, regrading, paving, and surfacing of the existing track as well as new runways for pole vault, long/triple jump, and high jump. The engineering components included site demolition, erosion and sedimentation control, grading and drainage, and utility configuration.

Crosby High School Athletic Field and Track Improvements, Waterbury, CT

Civil Designer

Responsible for engineering design for the Crosby High School Athletic Field and Track Improvements project. The project involved the installation of an artificial turf field; an alternate design for a sod field including regrading and an irrigation system; installation of an additional track lane; field drainage improvements; regrading, paving and surfacing of the existing track and track/field event stations; installation of new field and track event equipment; and fencing improvements.

Loomis Chaffee School Athletic Facility, Windsor, CT

Civil Designer

Responsible for providing design services for the Athletic Field Renovations at the Loomis Chaffee School. The project involved the installation of an artificial turf field and the construction of new bleachers with a few alternate additions. The engineering components included site demolition, erosion and sedimentation control, grading and drainage, and utility configuration. The project also required a Stormwater Pollution Control Plan as well as permits for the Inland Wetland & Watercourse Commission and Floodplain Development.

Athletic Field Renovations at Bloomfield High School, Bloomfield, CT

Civil Designer

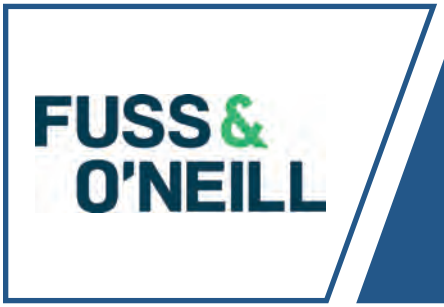
Provided design services for the Athletic Field Renovations at Bloomfield High School project. Project tasks included resurfacing of the existing track, a new all-weather grass sports system, and new runways for pole vault, long/triple jump, and high jump. The engineering components included site demolition, erosion and sedimentation control, grading and drainage, and utility configuration.

L.P. Wilson Field Improvements, Windsor, CT

Civil Designer

Provide design services for the L.P. Wilson Field Improvements project. The project involved the installation of multiple artificial turf fields. The engineering component included site demolition, erosion and sedimentation control, and grading and drainage. Additionally, the project required a Stormwater Pollution Control Plan to be prepared and submitted to the Department of Energy and Environmental Protection.

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Hazardous Materials

Fuss & O'Neill, Inc.
1 Financial Plaza, 15th Floor
Hartford, CT 06103
(860) 646-2469

Firm Overview



Fuss & O'Neill is a civil and environmental engineering firm that provides client-specific, forward-thinking, and holistic solutions. Since 1924, we have made it our mission to improve the built and natural environments in response to our public and private clients' evolving needs.

We specialize in planning, design, and construction work in the buildings, energy, government, industry, transportation, and water market sectors. We count more than a dozen Fortune 100 and Fortune 500 companies as part of our extensive list of clients.

We operate as a cohesive team; a team made of individuals dedicated to safety, science-based decision making, and providing our clients with fiscally-responsible results.

We thrive at the intersection of industry and community issues such as economic development, livable communities, complete streets, Environmental Justice, and climate change, while offering traditional public and private services.

Our Services

- Civil Engineering
- Climate Resilience and Sustainability
- Construction
- Environmental Engineering
- Facility Engineering
- Landscape Architecture
- Structural Engineering
- Transportation and Traffic Engineering
- Water and Natural Resources
- Water and Wastewater Engineering

YEARS
Experience is our foundation for innovation.
100+

PROFESSIONALS
Diverse perspectives with a common goal of progress.
400+

OFFICES
Strategically located to deliver results.
12

K-12 Environmental and Hazardous Building Material Services



Working directly with educational facilities or working with architects and contractors, Fuss & O'Neill provides a multitude of services to ensure the health and safety of students, faculty, staff, and visitors.

Our licensed professionals have provided services for renovations, full and partial demolition, and redevelopment at both public and private institutions. We are project partners throughout the entirety of the process from management plans through construction monitoring/periodic surveillance, and including providing training for school maintenance and facility personnel.

Representative Projects:

Bay Path Regional Vocational Technical High School - Charlton, MA

Chamberlain Elementary School – New Britain, CT

Diman Regional Vocational Technical High School - Fall River, MA

Holmes Elementary School – New Britain, CT

Middle School of Plainville – Plainville, CT

New Early Childhood Center / Smith Elementary School – New Britain, CT

Pulaski Middle School – New Britain, CT

Rowayton Elementary School – Norwalk, CT

Slade Middle School – New Britain, CT

Gideon Welles Elementary School – Norwalk, CT

K-12 Services:

- Abatement and Technical Specifications
- Design Development
- Indoor Air Quality
- Hazardous Building Material Investigation
- Project Monitoring
- Radon Assessment
- Safety Services
- Soil Management



Smith Elementary School, New Early Childhood Center - New Britain, CT

Smith Elementary School – New Early Childhood Center

New Britain, CT



Fuss & O'Neill is providing environmental consulting services to support the renovation and addition of Smith Elementary School as it becomes the new Early Childhood Center. Our work includes a comprehensive review of building materials to identify environmental conditions that may influence project planning, design, and construction.

> **These services ensure environmental considerations are built into project planning, supporting a safe and successful transformation of Smith Elementary School.**

Building on our extensive experience with the District, including Chamberlain Elementary School, Holmes Elementary School, Slade Middle School, Pope John Paul School, Lincoln Elementary School, and New Britain High School, we bring a strong understanding of local facility conditions and client expectations. Smith Elementary School is similar in age and construction to Chamberlain Elementary School, where we recently completed comparable services, allowing us to anticipate project needs and deliver efficient, informed solutions.



We are also conducting a Phase I Environmental Site Assessment to identify any potential environmental concerns on the property.



Kathleen Pane



Kathleen has extensive experience conducting, overseeing, coordinating, and reviewing the technical quality of environmental investigations and assessments. She has completed a wide range of hazardous building material projects working with multiple technical disciplines. Projects include hazardous material inspections and designs involving asbestos, lead-based paint, PCBs, indoor air quality, industrial hygiene, and Phase I, II, and III environmental site assessments. She has worked on numerous demolition, renovation, and redevelopment projects. Kathleen oversees project investigation and remedial design methods, and interfaces with clients, regulators, contractors, and the public.

Firm Role

Associate | Department Manager

Education

Bachelor of Science, Environmental Studies
1999 - Connecticut College

Experience

13 Years with Fuss & O'Neill
26 Years Professional Experience

Licenses and Registrations

Lead Planner Project Designer CT
Lead Inspector Risk Assessor CT
Asbestos Project Monitor CT
Asbestos Project Designer CT
Asbestos Inspector Management Planner CT

kathleen.pane@fando.com
860.783.4721
www.fando.com

Representative Projects:

Holmes Elementary School - New Britain, CT

Provided hazardous building materials construction administration and project monitoring services at Holmes Elementary School. Supported evaluation of abatement contractor submittals for compliance with project specifications and coordinated supplemental sampling for asbestos, lead, and PCB-impacted materials identified during demolition. Conducted post-abatement verification sampling and oversight to ensure regulatory compliance. Services included on-site monitoring of abatement activities, documentation of contractor performance, and project coordination.

Middle School of Plainville - Plainville, CT

Project Manager for Engineering Design Services for the Middle School of Plainville. Our team is providing environmental consulting services to support Kaestle Boos Associates (KBA) with further investigations. Our team is conducting supplemental hazardous building materials investigations, including assessment of walls, flooring, ceilings, soffits, and other suspect materials. The work also evaluates potential silica and lead hazards, elevator hydraulic staining, and concealed adhesives, with field verification and coordination for previously inaccessible areas.

Smith Elementary School, New Early Childhood Center - New Britain, CT

Project Manager provided environmental consulting services related to hazardous building materials for the renovation and addition project at Smith Elementary School. Our team will conduct a building materials inspection to identify potential environmental concerns, including materials that may contain asbestos or lead, as well as a visual review of lighting and electrical components for mercury and other regulated materials.

HVAC Improvements Slade Middle School - New Britain, CT

Project Manager for HVAC improvements at Slade and Pulaski Middle Schools. Our team is providing a limited asbestos inspection to support the replacement of heating, ventilation, and air conditioning (HVAC) systems in large spaces, including the cafeteria, auditorium, and gymnasium.

Eric Cooley



Eric has been involved in a variety of industrial hygiene and hazardous material programs. He provides environmental services that include asbestos and lead inspections, asbestos management plans, project designs, and asbestos abatement project monitoring.

Eric also provides safety and industrial hygiene services for manufacturing, commercial, and construction facilities.

Firm Role

Senior Environmental Analyst

Education

Bachelor of Science, Industrial Technology
1994 - Keene State College

Experience

13 Years with Fuss & O'Neill
28 Years Professional Experience

Licenses and Registrations

AAR Registered Analyst
Asbestos Inspector MA and RI
Asbestos Management Planner CT
Asbestos Project Designer CT
Asbestos Project Monitor CT
Lead Inspector Risk Assessor CT
Lead Planner Project Designer CT

Representative Projects:

Project Manager Multiple Projects , Hopkins School - New Haven, CT
Provided hazardous materials inspection, design, construction monitoring, and environmental services, including final visual inspections and clearance air sampling following abatement.

Smith Elementary School, New Early Childhood Center - New Britain, CT
Project Engineer for the renovation and addition project at Smith Elementary School. Our team will conduct a building materials inspection to identify potential environmental concerns, including materials that may contain asbestos or lead, as well as a visual review of lighting and electrical components for mercury and other regulated materials.

Westminster School, Hazardous Materials Inspection and Design Cushing Dining Hall Renovation - Simsbury, CT
Provided hazardous materials inspection and design services in support of the Cushing Dining Hall renovation.

Project Manager, Hazardous Building Materials Consulting, Indoor Air Quality and AHERA Compliance, Shelton Public Schools, Multiple Projects - Shelton, CT
Fuss & O'Neill provided three-year asbestos reinspections, management plan updates, and semi-annual surveillance services for Shelton Public Schools. We assessed asbestos-containing materials (ACM), updated plans, reviewed records, submitted state documentation, and conducted asbestos awareness training for custodial and maintenance staff.

JFK Middle School PCB Management - Enfield, CT
Fuss & O'Neill developed a comprehensive O&M Plan to address PCB contamination, including quarterly air and dust sampling, ventilation assessments, and reporting per USEPA guidelines. The plan also covered interim soil management and proactive maintenance to protect human health.

Comprehensive Lead-based Paint Inspection, Regional School District 1 Public Schools - Salisbury, CT
Managed comprehensive lead inspection services in areas of the school to be occupied by children of a proposed daycare program.

eric.cooley@fando.com
860.783.4673
www.fando.com

Sandra Guzman



Sandra is a performance-driven professional and experienced environmental consultant. Her expertise includes Phase II environmental evaluations; hazardous materials assessments; indoor air quality investigations; water sampling; asbestos project monitoring; and phase contrast microscopy air sampling analysis in asbestos abatement projects. Sandra is an experienced asbestos, lead, and Renovation Repair and Painting (RRP) Spanish trainer. She has provided numerous environmental consulting services to commercial, public, and residential buildings, including schools, hospitals, stores, and private and public housing.

Firm Role

Environmental Analyst

Education

Bachelor of Arts, Environmental Management - 2007
District University Francisco Jose de Caldas

Experience

11 Years with Fuss & O'Neill
21 Years Professional Experience

Licenses and Registrations

AAR Registered Analyst CT
Asbestos Inspector NY
Asbestos Inspector Management Planner CT
Asbestos Project Designer CT, NY
Asbestos Project Monitor CT, NY
Lead Inspector CT
Lead Inspector / Risk Assessor CT

Representative Projects:

Fairfield Hills Campus Hazardous Material Inspection - Newtown, CT
Performed supplemental lead-based paint determination and toxic characteristic leaching procedure "TCLP" testing for the Grey House and the Shelton Building.

Loomis Chaffee School Grubbs Squad Dormitory Pre-renovation HAZMAT Inspection - Windsor, CT
Lead Inspector for a hazardous building inspection for renovation of the Grubbs Squad Dormitory. Responsibilities included: asbestos inspection, lead-based paint determination, lead waste characterization using toxicity characteristic leaching procedure (TCLP), as well as visual inspection and inventory of presumed polychlorinated biphenyls (PCBs) in source building materials containing ballast and mercury-containing equipment.

Dolan Middle School Window Replacement and Brick Restoration Project - Stamford, CT
Sandra conducted asbestos project monitoring and phase contrast microscopy (PCM) air sampling analysis services during asbestos abatement associated with the window replacement and brick restoration project.

Dolan Middle School Elevator Project - Stamford, CT
Conducted asbestos project monitoring and phase contrast microscopy air sampling analysis activities throughout asbestos abatement associated with the Dolan Middle School elevator project.

Monroe Public Schools AHERA Asbestos Periodic Surveillance - Monroe, CT
Performed AHERA inspection services.

Taft School Congdon House and Horace Dutton Renovation - Watertown, CT
Performed asbestos project monitoring and PCM air sample analysis during asbestos abatements related to the interior renovation of the Congdon House and Horace Dutton buildings.

sandra.guzman@fando.com
475.273.1096
www.fando.com

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CLARENCE WELTI ASSOCIATES INC.

Geotechnical Engineering

Welti Geotechnical, P.C.
227 Williams Street
Glastonbury, CT 06033
(860) 633-4623

Company Profile

Dr. Clarence Welti, P.E., P.C. and
Welti Geotechnical, P.C.
227 Williams Street
Glastonbury, CT 06033-2301
Telephone (860)633-4623
Fax (860)657-2514

Facilities:

Includes offices, soil laboratory, full shop facility, all owned by company principals. Equipment includes all soil testing equipment (in basement of the office building) plus exploration machines. The latter includes 10 drill rigs, 20 vehicles with ancillary tools and specialized testing equipment. Employees are as follows:

Senior Soils and Geotechnical Engineer
Soils Engineer
Office Employees
Shop Personnel
Field Exploration Personnel
Driller and Helper

Special Capabilities and Qualifications:

Full in-house service permits rapid mobilization and services in geotechnical and geoenvironmental projects.

Specialized experience in the Hartford County area for over 50 years. Dr. Welti holds a Bachelor of Science in Civil Engineering and a PhD in Structural Engineering. He can provide valuable information prior to field investigations. 50 years of files on projects in the area provide additional information.

The years of experience with the construction industry in the area also permits knowledge into capabilities of Contractors and economic means to achieve results.

Apart from the special qualifications, cited above, the firm has provided day to day soil studies for every town in the Hartford County on a regular basis for almost 50 years.

COMPANY PROFILES

CLARENCE WELTI ASSOCIATES INC.

Principal Operations relate to test borings (geotechnical and environmental) and in house geotechnical soil testing. This company has been in existence since 1968, succeeding a prior similar company owned by Clarence Welti. This company employs normally about 10 persons. In general 2 to 3 rigs are operated. The company is housed in family owned offices and shop. The ownership at this time is by Max C.Welti and Katharina E. Welti. The work area by this company and the preceding company has been in most Connecticut towns, in Western Massachusetts and Rhode Island. The company has performed work for every major municipality in Connecticut.

CLARENCE WELTI LEASING, INC

All vehicles and machinery are owned by this corporation. Ownership is jointly by Max Welti and Katharina Welti

WELTI GEOTECHNICAL P.C.

This company is a professional engineering corporation and is personally owned by Max Welti. This company provides engineering services related to geotechnical issues and foundation engineering. The latter work involves primarily specialized foundations such as bulkheads, boat lifts, tower or pole foundations and raft foundations.

MAX C. WELTI, P.E.

Graduate of Clarkson University 1984, BS in Civil Engineering; Licensed since 1994

Has been in geotechnical practice since graduation in addition to operating the drilling and testing company. He has written many of the geotechnical reports for the firm and directs laboratory testing. Special projects have included (1) geotechnical engineer at major additions to Hartford Hospital; (2) geotechnical engineer at Sub-Station in West Springfield for Eversource;(3) Slope evaluation at Head Race at Eversource Bulls bridge Hydro Station in; (4) geotechnical engineer fort transmission towers at Waterbury- Middlebury-Oxford line and (5) geotechnical engineer at Kleen Energy Plant; Middletown, CT

Dr. Clarence Welti, P.E., P.C. and
Welti Geotechnical, P.C.
227 Williams Street
Glastonbury, CT 06033-2301
Telephone (860)633-4623
Fax (860)657-2514

Representative List of Projects with Kaestle Boos Associates.

1. Project: Additions and Renovations to Watertown High School, Judson Elementary School, and Polk Elementary School, Watertown, CT
2. Project: Addition and Renovations to John F. Kennedy High School, Waterbury, CT
3. Project: Additions and Renovations to Park Avenue, Stadley Rough, and Shelter Rock Elementary Schools, Danbury, CT
4. Project: Additions and Renovations to New Canaan High School, New Canaan, CT
5. Project: Additions and Renovations to Stafford High School, Stafford, CT
6. Project: Additions and Renovations to Avon High School, Avon, CT
7. Project: Additions and Renovations to Griswold Middle School and New Griswold Elementary School Facility, Griswold, CT
8. Project: Additions and Renovations to New Britain High School, New Britain, CT
9. Project: Additions and Renovations to Westbrook Middle/High School, Westbrook, CT
10. Project: New East Haddam 4-8 School, East Haddam, CT
11. Project: Additions and Renovation to Canterbury School Athletic Facilities. New Milford, CT
12. Project: Additions and Renovation to Lewis Mills High School/Har-Bur Middle School, Burlington, CT
13. Project: New North Haven High School, North Haven, CT
14. Project: Additions and Renovations to Gaffney Elementary School, New Britain, CT
15. Project: Additions and Renovations to DiLoreto Magnet School, New Britain, CT

The following is a list of school projects on which geotechnical engineering was performed:

1. Quirk School; Hartford, Fletcher Thompson Architects
2. Kennelly School; Hartford; Fletcher Thompson Architects
3. Kinsella School; Hartford; Fletcher Thompson Architects
4. SAND School; Hartford, Tai Soo Kim Associates
5. East Haddam Middle School; Kaestle Boos Architects
6. Carmen Arace Middle School; Bloomfield, CT; Friar Associates, Architects
7. Journalism & New Media Academy; Hartford; SLAM Collaborative Architects
8. Illing Middle School; Manchester; Friar Associates, Architects
9. Bridgeport Multi Magnet School; Trumbull; JCJ Architecture
10. Stratfield Elementary School; Fairfield, CT; Silver Petrucelli & Associates, Architects
11. CREC Regio Magnet School; Avon, CT; Friar Associates, Architects
12. CREC Public Safety Academy; Enfield, CT; SLAM Collaborative Architects

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d'agostino
& ASSOCIATES

Data/Communications, Technology/Audio Visual

D'Agostino & Associates, LLC
477 Main Street, Suite 210B
Monroe, CT 06468
(203) 497-3064



PROFESSIONAL RESUME

Marc J. D'Agostino
Founder, CEO

As Founder and CEO of D'Agostino & Associates, Marc brings over 30 years' experience assessing, designing, and managing the implementation of client-specific and relevant technology solutions for the built environment. Marc founded D'Agostino & Associates to bridge the gap between Technology expertise and Design / Constructability expertise, providing clients seamless solutions that encompass and support the wide range of technology systems and functionality needed in today's modern spaces.

Marc has led the technology design for multiple $100M budget projects and is frequently sought for high-profile, atypical projects that require elegant technology solutions. By instilling a culture of collaboration and constant learning at D'Agostino & Associates, he has created a team of experts that consistently evolve with the latest technology trends to best support clients and their visions.

VALUE OFFERED:

- Security System Design
- Audio-Visual System Design
- Technology System Design
- Data Center Design
- Commissioning
- Strategic Planning
- Project Management
- Peer Reviews
- Feasibility Studies
- Master Plan Creation
- Construction Administration
- Cost Estimating

EXPERTISE & PROFESSIONAL AFFILIATIONS:

- Member of ASIS International (American Society for Industrial Security)
- Member of BICSI (Building Industry Consulting Service International)
- Comprehension of the ANSI/TIA/EIA, ISO/IEC, BICSI and the IEEE standards.
- Knowledge of the NEC, NFPA & NECS codes that apply to low voltage systems; including the data, telecommunication, security and AV industries.
- Past and ongoing accredited training and affiliations ensure that all technology designs conform to the current industries standards.

PROFESSIONAL EXPERIENCE:

Marc has spearheaded numerous projects involving Technology, Security and Audio-Visual systems in Higher Education, Municipality, Libraries, State, Federal, Healthcare, Corporate, Retail, and the Private Sectors. Highly adept at directing projects commanding time-critical and new technologies, transitioning from outdated technologies to highly functional, efficient, and cost-effective solutions. The scope of Marc's experience includes project management and lead design responsibilities for multi-million dollar projects throughout North America, including projects with more than $3 Billion in construction costs.



PROFESSIONAL RESUME

Nicholas A D'Agostino, RCDD, PSP, PMP, TLT

Partner & Director of Design

As Partner & Director of Design, Nicholas leads all design and project management efforts for D'Agostino & Associates. With over a decade's experience designing converged, project-specific Technology, Electronic Security, and Audio-Visual systems, Nicholas is an expert directing project teams in designing clear, concise, and applicable systems for the built-environment that are both client-specific and cutting edge. Constantly evolving with the newest technologies, mandates, and best practices, he is highly skilled at taking complex technology requirements and seamlessly integrating them into any project. As design lead for all major projects within the firm, his skill set of effective communication with all stakeholders to ensure each systems successful implementation is highly valued on all engagements.

Nicholas is a Board-Certified Physical Security Professional (PSP) and Registered Communications Distribution Designer (RCDD). He has been published in Security Management (ASIS) and acted as a contributor to ASIS' latest Protection of Assets (2021).

VALUE OFFERED:

- Security System Design
- Audio-Visual System Design
- Technology System Design
- Data Center Design
- Commissioning
- Strategic Planning
- Project Management
- Peer Reviews
- Feasibility Studies
- Master Plan Creation
- Construction Administration
- Cost Estimating

CERTIFICATION & PROFESSIONAL AFFILIATIONS:

- Registered Communication Distribution Designer (BICSI Certification – RCDD #276281)
- Certified Physical Security Professional (ASIS Certification – PSP #19011)
- Certified Project Management Professional (PMI Certification – PMP #1786569)
- State of Connecticut Licensed Telecommunications Layout Technician (TLT License - #126)
- Multiple courses with FEMA
- Graduate of Berklee College of Music
- Member of ASIS International (American Society for Industrial Security)
- Member of BICSI (Building Industry Consulting Service International)

PROFESSIONAL EXPERIENCE:

The scope of Nicholas's experience includes project management and lead design responsibilities for multiple $100 Million projects throughout North America, including projects with more than $3 Billion in construction costs. By overseeing hundreds of projects during his time with D'Agostino & Associates, he has developed a wide range of skills required to properly design and specify low-voltage systems for the built environment. Sectors of engagement include Public / Private K-12, Higher Education, Health Care, Corporate, Municipal, Non-Profit, Retail, Performance, and Cultural Institutions.

RELEVANT PROJECT EXPERIENCE

Education – Partial List

The following is a partial list of major construction education projects which our firm has performed design, bid management and construction administration services pertaining to Technology, Physical Security, Audio Visual and Technology FF&E disciplines. Our firm has designed these types of systems for more than 200 educational facilities throughout the country.

Middle Schools

ACES at Chase, Waterbury CT
Project type: Renovate as New
Technology – Audio Visual – Physical Security Design – Technology FF&E services

Bennie Dover Jackson Middle School, New London CT
Project type: New Construction
Technology – Audio Visual – Physical Security Design – Technology FF&E services

Betances Learning Lab Magnet School, Hartford CT
Project type: Renovate as New
Technology – Audio Visual – Physical Security Design – Technology FF&E services

Brunswick School, Greenwich CT
Project type: Renovation
Technology – Audio Visual – Physical Security Design

Cromwell Middle School, Cromwell CT
Project type: New Construction
Technology – Audio Visual – Physical Security Design – Technology FF&E services

E.B. Kennelly School, Hartford CT
Project type: Renovate as New
Technology – Audio Visual – Physical Security Design

Greenwich Public Schools, Central Middle School
Project type: New Construction
Technology – Audio Visual – Physical Security Design – Technology FF&E services

John F. Kennedy Middle School, Southington CT
Project type: Renovate as New
Technology – Audio Visual – Physical Security Design – Technology FF&E services

John Winthrop Middle School, Deep River CT
Project type: Renovation
Technology – Physical Security Design

Joseph DePaolo Middle School, Southington CT
Project type: Renovate as New
Technology – Audio Visual – Physical Security Design – Technology FF&E services

Ledyard Middle School, Ledyard CT
Project type: Renovate as New
Technology – Audio Visual – Physical Security Design – Technology FF&E services

North Haven Middle School, North Haven CT
Project type: Renovate to New
Technology – Audio Visual – Physical Security Design – Technology FF&E services

Northeast Middle School, Bristol CT
Project type: New Construction
Technology – Audio Visual – Physical Security Design

Plainville Middle School, Plainville CT
Project type: Renovate as New
Technology – Audio Visual – Physical Security Design

Polson Middle School, Madison CT
Project type: Renovation
Audio Visual Design

Ponus Ridge Middle School, Norwalk CT
Project type: Renovation & New Construction
Technology – Audio Visual – Physical Security Design – Technology FF&E services

Torrington Middle / High School, Torrington CT
Project type: New Construction
Technology – Audio Visual – Physical Security Design – Technology FF&E services

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Cost Estimating

O&G Industries
112 Wall Street
Torrington, CT 06790
(860) 489-9261

1,000 EMPLOYEES — HIGHLY SKILLED

3,500 PIECES — OF WELL MAINTAINED EQUIPMENT

100+ YEARS — OF CONSTRUCTION INDUSTRY KNOWLEDGE

One of the Northeast's leading providers of construction services and products

O&G OVERVIEW

Services

- Construction Management
- General Contracting
- Design / Build
- Self-performing Labor

ANNUAL REVENUE.. $700 million
BONDING CAPACITY $5 billion
SAFETY RATING..... .66 EMR

Our professional staff

- 16 Professional Engineers
- 15 LEED Accredited Professionals
- 65 Field Supervisory Personnel
- 15 Estimators
- 800 Skilled Trades People
- 4 Safety Professionals

ENR Engineering News-Record

O&G is rated as one of the Top 400 Contractors in the country



A Century of Strength, Built by Our People. Through every challenge, innovation, and milestone—our team is the foundation of our success.

O&G was founded by two hardworking immigrants in Connecticut's northwest corner. *Our founders Andrew Oneglia and Flaviano Gervasini set out to build a business founded on the principles of quality service and excellence in craftsmanship provided by a company deeply rooted in a commitment to family values. Today, O&G Industries is one of the largest and most successful construction companies in the country - currently led by the third and fourth generation of the Oneglia family. For 50+ years, O&G has consistently ranked as one of the country's 400 largest construction companies and is one of the Northeast's largest construction companies. Our clients include some of the most well respected brands in the region and throughout the world.*

MISSION *Sharing our expertise and enthusiasm to build lasting relationships that enable our employees and project partners to achieve success.*

VISION *To be the region's foremost leader in construction services, committed to our communities and clients, by focusing on excellence, innovation, and sustainability.*

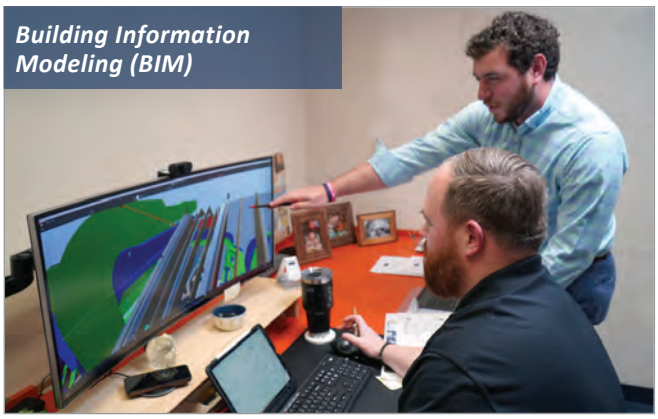
VALUES *Safety | Integrity | Inclusivity | Quality | Accountability | Creativity*

IN-HOUSE RESOURCES ***provide a streamlined approach, enhancing efficiency, accuracy, and project coordination.***



In-House MEP Coordination

Keeping systems in sync - Joseph Fucci ensures seamless integration on site.



Building Information Modeling (BIM)

VDC Manager Nick Castler collaborating in the virtual world to build better in the real one.

Tim Ruland

VICE PRESIDENT OF PRECONSTRUCTION SERVICES



INDUSTRY EXPERIENCE

33 years

O&G EXPERIENCE

1 year

EDUCATION

B.S. Construction Management
Syracuse University at Utica Collage

A.S. Construction Technology
State University of New York at Delhi

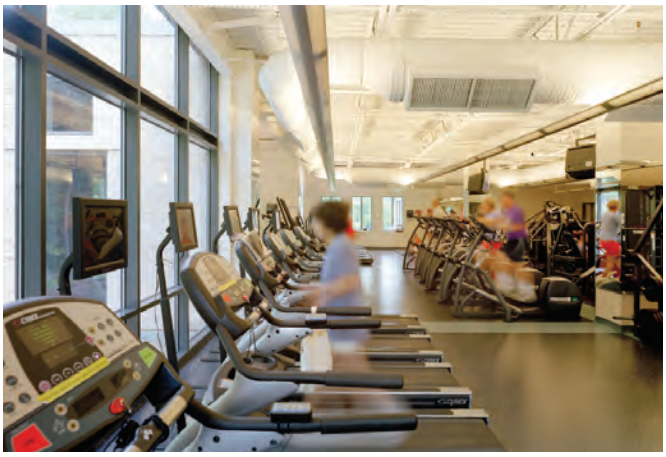
LICENSES & CERTIFICATIONS AND TRAINING

OSHA 10-Hour Construction

Tim provides strategic leadership for all preconstruction activities, overseeing estimating, budgeting, value management, and design coordination to position projects for success from the outset. He leads the largest estimating team in the state, including specialists focused on complex sitework and civil scopes, enabling comprehensive and accurate cost development across all project components. Working closely with clients, design teams, and operations leadership, Tim aligns scope, schedule, and cost objectives while advancing constructability and delivery strategies. His team utilizes advanced estimating and data analysis software to produce detailed quantity takeoffs, real-time cost benchmarking, and scenario modeling which provides owners with reliable budgets and the insight needed to make informed decisions. With extensive experience managing complex pursuits across diverse market sectors, Tim is known for delivering accurate estimates that support predictable project outcomes.

RELEVANT EXPERIENCE

- $3.5 million, Renovations and a multi-bay PEMB Addition, Greenwich Fire, Greenwich, NY
- $25 million, New Construction, 911 Center and Essex County Jail, Lewis, NY
- $24 million, Renovations, Warren County Public Safety Building, Glens Falls, NY
- $48 million, Renovations, Albany County Courthouse, Albany, NY
- $45 million, New Construction, Albany County Judicial Center, Albany, NY
- $34 million, Additions/Renovations, Correctional Facility, Troy, NY
- $34 million, New Construction, Correctional Facility, Schoharie, NY
- $25 million, New Construction, New Correction Facility, Seneca County, NY
- $27 million, Renovations and Additions, CT Department of Administrative Services, Windsor, CT
- $11 million, Addition, Albany County Correction Facility - Mental Health Annex, Albany, NY
- $137 million, Addition/Renovation, Kingston City School District, Kingston, NY
- $55 million, Renovations, Northeastern Clinton Component School District, NY
- $50 million, Concept level estimate, 40 Guest Rooms, Luxury Resort, Mineral Springs, Sharon Springs, NY
- $40 million, Addition/Renovation High School and Middle School, Hudson, NY
- $20+ million, 54 Units - Low income supportive housing project, Harbor House at the YWCA, Schenectady, NY
- $19+ million, 4-story hotel / 120 rooms, Underground Parking, AC Marriot, Saratoga Springs, NY





RIDGEFIELD PARKS AND RECREATION BUILDING

Ridgefield's Park and Recreation building consists of a gym, dance room and an aquatic center with a "zero entry" pool, lap swimming area, tumble bucket and large slide. Two sets of men's and women's locker rooms were constructed. The first pair consisted of conventional locker space and showers, while the second set was deluxe lockers, which were restricted to adults and include nicer accommodations and a spa. The facility also includes two daycare facilities, classrooms, 11,000 SF of office space and a kitchen. The site has a large playing field and a giant playscape.

CLIENT	**Town of Ridgefield**
ARCHITECT / ENGINEER	**SLAM**
CONSTRUCTION TYPE	**New Construction**
SERVICES	**Construction Manager**
LOCATION	**Ridgefield**
SIZE	**55,000 SF**
COST	**$24,726,186**





BRISTOL BOYS AND GIRLS CLUB

Uniquely designed to be a multi-faceted facility, the new 41,640 SF Bristol Boys and Girls Club features precast concrete wall panels and brick veneer, houses two regulation basketball courts, a wrestling room, volleyball courts and batting cages in the Field House. The two-story clubhouse includes large community spaces that can be transformed for any community function. Natural light fills the building, including the technology center, teen room, pre-school and game room. The new facility also includes the latest technology throughout and a fully equipped fitness center.

CLIENT	**Bristol Boys and Girls Club**
ARCHITECT / ENGINEER	**Amara Associates**
CONSTRUCTION TYPE	**New Construction**
SERVICES	**Construction Manager**
LOCATION	**Bristol, CT**
SIZE	**41,640 SF**
COST	**$7,741,344**





WATERFORD MUNICIPAL COMPLEX

O&G was hired as the design/builder for this new municipal complex which replaced the existing facility. The project included construction of an improved vehicle and equipment garage, maintenance bays with an overhead crane and vehicle lifts, a vehicle wash bay, storage mezzanine, and administrative offices.

CLIENT	City of Waterford
ARCHITECT / ENGINEER	Studio 3C
CONSTRUCTION TYPE	New Construction
SERVICES	Design/Build
LOCATION	Waterford, CT
SIZE	61,783 SF
COST	$14,320,507





WATERFORD COMMUNITY CENTER

This project consisted of the conversion of a former manufacturing facility into a 30,000 SF community center and 82,000 SF of educational space. Classrooms, a cafeteria, and a family resource center and offices were created in the existing building. The remaining sections of the facility were newly constructed and incorporate additional classrooms along with an arts room and a media center. Also a new courtyard, which is comprised of an outdoor learning center and play area, was constructed in the southern portion of the site. New parking lots and landscaping complement the project.

CLIENT	Town of Waterford
ARCHITECT / ENGINEER	JCJ Architecture
CONSTRUCTION TYPE	New Construction and Renovation
SERVICES	Construction Manager
LOCATION	Waterford, CT
SIZE	112,000 SF
COST	$9,082,179

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Acoustics

Acentech, Inc.
33 Moulton Street
Cambridge, MA 02138
(617) 499-8000

ACENTECH
ACOUSTICS TECHNOLOGY VIBRATION

Company Profile

Whether you're looking to perfect the acoustics of a performance space, implement cutting-edge systems technology, or quiet a noisy product, Acentech is your resource. We provide acoustics, technology, and noise and vibration consulting to clients across the US and beyond.



BUILDING ACOUSTICS



TECHNOLOGY



NOISE AND VIBRATION CONTROL

Acentech is a multi-disciplinary acoustics, technology, and vibration consulting firm. We are one of the oldest and largest organizations of our type, with roots stretching back more than 75 years. We are unequaled partners to architects, engineers, institutions, manufacturers, planners, and designers worldwide.

Acentech's acousticians, engineers, scientists, and technical consultants bring collective expertise and innovative thinking to the critical design relationship between sound, technology, and the built environment.

Good listening conditions are vital to teaching and learning. Studies show that background noise in school environments directly influences young learners' engagement, development, and academic performance. Reducing background noise and improving acoustics is even more challenging post-COVID with the advent of hybrid and remote learning. Acentech's depth of experience with K-12 schools provides clients with the assurance of optimal acoustics and technology designs for their campuses.

CONSULTING SERVICES

- Building Acoustics
- Mechanical Systems Noise and Vibration
- Environmental Noise
- Vibration
- Audiovisual
- ICT/Telecommunications
- Physical Security
- Product Noise and Sound Quality

SPECIALTY SERVICES

- 3DListening® (3DL) Acoustic Simulation and Evaluation
- Real-Time, Remote Monitoring of Noise and Vibration
- Technology Advisory Services
- Research and Development
- Sound Power Measurements

BOSTON | LOS ANGELES | PHILADELPHIA | WASHINGTON, DC
HQ: 33 Moulton Street | Cambridge, MA 02138 | acentech.com

ACENTECH
ACOUSTICS TECHNOLOGY VIBRATION

Selected Experience



Wheeler Elementary School

Plainville, CT

Completed: 2020 | Building Area: 51,419 SF | Construction cost: $27M

Acentech Services: Acoustics Consulting

Architect: Kaestle Boos Associates (KBA)



Norwalk High School

Norwalk, CT

Completed: Ongoing | Building Area: 337,000 sf | Est. Construction cost: $239M

Acentech Services: Audiovisual Consulting

Client: Kaestle Boos Associates, Inc.



Helene Grant Early Learning Center

New Haven, CT

Completed: 2016 | Building Area: 70,000 sf | Construction cost: $28M

Acentech Services: Acoustics

Architect: Kenneth Boroson Architects



Cardinal Child Development Center

San Bernardin, CA

Completed: Ongoing | Building Area: 14,700 sf | Est. Construction cost: $27M

Acentech Services: Acoustics

Architect: LPA Design Studios



Coburn Elementary School

West Springfield, MA

Completed: 2022 | Building Area: 119,000 sf | Construction cost: $57M

Acentech Services: Acoustics, Audiovisual Consulting

Architect: TSKP Studio

ACENTECH
ACOUSTICS TECHNOLOGY VIBRATION



EDUCATION

M.Eng., Acoustics, Pennsylvania State University, 2016

B.S., Mechanical Engineering, Boston University, 2002

CERTIFICATIONS / LICENSES

Registered Professional Engineer (MA, NH, RI, FL, VT)

LEED Accredited Professional, Building Design and Construction, USGBC

PROFESSIONAL SOCIETIES

Acoustical Society of America (ASA), Greater Boston Chapter of ASA, Member, Former Executive Board Member and Treasurer

American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE), Member

National Business Officers Association (NBOA), Member

Association for Learning Environments (A4LE), Member

TEACHING

Roger Williams University, Adjunct Professor of Acoustics, 2020-present

Nicole Cuff, PE, LEED AP BD+C

Principal | Building Acoustics

EXPERIENCE AND RESPONSIBILITIES

Nicole Cuff is an acoustician with over 20 years of consulting experience in building acoustics, sound isolation, room acoustics, mechanical system noise control, and vibration isolation on a broad range of projects. As a Principal, she collaborates with clients from initial strategic planning, through the design process, to the completion and opening of projects. Her portfolio consists of the acoustics of sound sensitive spaces, such as performing arts centers, worship halls, large atriums, lecture halls, conference rooms, offices, classrooms, and recording studios. She also consults on noise and vibration control into critical spaces within a building and to evaluate and mitigate the impact of environmental noise within a community.

Nicole serves as Acentech's K-12 Education Market Leader, responsible for marketing strategy, client development and industry thought leadership.

SELECTED PUBLICATIONS

- "The Case for Inclusive Classroom Acoustics," *Design Museum Magazine: Inclusive Design*, December 2023

REPRESENTATIVE PROJECTS

- Balmer Elementary School, Whitinsville, MA
- Driscoll Elementary School, Brookline, MA
- Dryden Memorial Elementary School, Springfield, MA
- Eliot Innovation School, Boston, MA
- Fox Hill Elementary School, Burlington, MA
- Fuller Middle School, Framingham, MA
- Hatherly Elementary School, Scituate, MA
- Holmes Elementary School, Darien, CT*
- McKinley School Mixed-Use and Early Childhood Education Center, Revere, MA
- Middle School of Plainville, Plainville, CT*
- Nathan Hale Elementary School, Chicago, IL
- Naugatuck High School, Naugatuck, CT*
- North Reading Middle and High School, North Reading, MA
- Penn Brook Elementary School, Georgetown, MA
- Pitkin Community Center, Wethersfield, CT*
- Rockwell Elementary School, Bethel, CT
- Stoughton Elementary School, Stoughton, MA

** Project with Kaestle Boos Associates (KBA)*

Schiavone Designs, LLC

Food Service Design

Schiavone Designs, LLC
112 Saddle Rock Road
Holbrook, NY 11741
(631) 403-4268

Schiavone Designs, LLC

Food Facilities Planners & Consultants

Firm Overview

For the past thirty years, Ms. Joanne Schiavone, FCSI has been involved in the food service industry providing comprehensive consulting and design services. Schiavone Designs, LLC is a single member Limited Liability Company.

Schiavone Designs, LLC, Food Facilities Planners & Consultants, offers planning and consultation services for every phase of commercial food facilities. Our diversification enables us to carry out all activities relating to the planning of a food service facility including programming, design, construction documents, and contract administration.

Schiavone Designs, LLC has experience with a wide variety of food facilities and knowledge of all aspects of the food service industry which will ensure accurate and superior project results.

Our approach has always been consistent, regardless of the size and scope of a project. Client inclusion is one of our most important strengths. Our communication is continuous and we encourage input from our Clients throughout the life of the project so that we can ensure Client satisfaction and the successful completion and seamless operation of the food facility.

Our team will meet the needs of the Client and provide the highest level of service required for success. We are dedicated to complete satisfaction from project initiation to completion.

We have been retained as consultants for projects throughout the Northeast, as well as abroad. Our experience with a wide variety of food facilities and knowledge of all aspects of the food service industry enables us to look at each project as a whole and our recommendations are tailored to the requirements of the particular project and its' budget.

As professional members of the Foodservice Consultants Society International, an organization dedicated to progress and professionalism within our industry. As members, Schiavone Designs, LLC combines years of experience with the latest designs and technology.

We believe that our experience in all aspects of the food service industry allows Schiavone Designs, LLC to bring a thorough and complete knowledge base to a particular project. The ability to extract solutions and recommendations from this experience produces accurate and superior project results.

Our commitment to service is evident throughout the life of a project's development; our clients have often cited our responsiveness to program requirements.

Schiavone Designs, LLC will meet and exceed the needs of this Client and provide the highest level of service required for success. Our commitment to excellence leads to a successful project completion and its continued operational success.

Services

- Food Facility Assessments
- Operations & Management Advisory
- Project Master Planning
- Facility Programming
- Layout & Space Utilization
- LEED Participation
- HACCP Implementation
  Hazard Analysis Critical Control Points
- Accurate Equipment Cost Estimating
- Design & Contract Documents
- Construction Administration

Food Service Industry Segments

- Academic
- Corporate
- Correctional
- Healthcare
- Hotels
- Military
- Restaurants
- Sports & Cultural

112 Saddle Rock Road, Holbrook, New York 11741 - Phone: (631) 403-4268 – Fax: (631) 403-4269
www.schiavonedesigns.com

JOANNE M. SCHIAVONE, FCSI

Sr. Food Service Consultant



Years of Experience
Total: 30 With Current Firm: 15

Professional Background
For the past thirty years, Joanne M. Schiavone, FCSI has been involved in the food service industry providing comprehensive consulting and design services.

Ms. Schiavone began her career in 1994 as an intern with Zaralban & Associates, Inc. For the next fifteen years, Ms. Schiavone worked her way to Food Service Director of Design and earned Partnership with the firm.

Joanne M. Schiavone, FCSI has developed a background that encompasses all phases of food service planning, operations and management. She is responsible for programming, design, construction documents, and contract administration. Her planning and organizational skills enable her to successfully coordinate all aspects for each project, from inception through completion. Her ability to communicate with Clients, Architects and Engineers ensures clear and concise project coordination. Ms. Schiavone has experience with a wide variety of food facilities and knowledge of all aspects of the food service industry which will ensure accurate and superior project results. As a professional member of the Foodservice Consultants Society International, Schiavone Designs, LLC combines years of experience with the latest designs and technology.

Summary of Qualifications

- Food Facilities Assessment
- Project Master Planning
- Facility Programming
- Layout & Space Utilization
- LEED Participation
- HACCP Implementation
  Hazard Analysis Critical Control Points
- Design & Contract Documents
- Accurate Equipment Cost Estimating
- Construction Administration

Education
New York Institute of Technology; B.S., Business Administration/Marketing
SUNY Farmingdale; Associates Degree, Business Management

Certifications; WBE (Women-Owned Business Enterprise)
New York State Department of Economic Development
State of Rhode Island, Office Of Diversity, Equity and Opportunity
Common Wealth of Massachusetts (SOMWBA)

Professional Affiliations
Foodservice Consultants Society International, Professional Member

References
Janice Watt, Food Service Director, Foxborough Public School, MA – 508.543.1656
Carol Noonan, Director of Nutritional Services, Lawrence Public Schools, MA – 978.722-8448
Maria Torres, Assistant Principal of Technical Affairs, Diman RVHS, Fall River, MA – 508.678.2891 ext.1310

Academic Facilities - Elementary Schools

Beatrice Rafferty Elementary School K-8 (Replacement), Pleasant Point, ME
Bourne Elementary School, Bourne, MA
Brookside Elementary School, New Castle County, DE
Burrell Elementary School, Foxborough, MA
East Haddam 4-8 School, East Haddam, CT
Elementary School #5, East Orange, NJ
Elizabeth Green Elementary School, Newington, CT
Frisbie Elementary School, Wolcott, CT
Griswold Elementary School, Jewett City, CT
Hampton Elementary School, Hampton, CT
Hatton Elementary School, Southington, CT
Jennie Smith Elementary School, Christina School District, Newark, DE
Judson Elementary School, Watertown, CT
Lisbon Center School, Lisbon, CT
Lyme Consolidated School, Lyme, CT
Maclary Elementary School, Christina School District, Newark, DE
Meeting House Hill Elementary School, New Fairfield, CT
Mile Creek Elementary School, Old Lyme, CT
New Southern District Elementary School, DE City, DE
Northend Elementary School, New Britain, CT
Polk Elementary School, Watertown, CT
Porter Road Elementary School, Christina School District, Bear, DE
PS-138X Bronx New Building, Bronx, NY
PS-144 Queens New Building, Queens, NY
Roaring Brook School, Avon, CT
Rockland Elementary School, Rockland, MA
Robert S. Gallaher Elementary School, Christina School District, Newark, DE
Ruth Chaffee Elementary School, Newington, CT
Stafford Elementary School, Stafford Springs, CT
Sunnyside Elementary School, Smyrna, DE
Thalberg Elementary School, Southington, CT
The Gilbert School, Winsted, CT
The Granville Charter High School, Trenton, NJ
The New Franklin K-8 School, Franklin, MA
Vance Elementary School, New Britain, CT

Schiavone Designs, LLC

Food Facilities Planners & Consultants

Food Service - Project Data

Project Name: **Moser School** Rocky Hill, CT
Location:

Client Contact: Mr. Ron Lamontagne, Facilities Director (860) 258-7700

Project Involvement: Food Facilities Planning & Consultation

Scope of Work:

The new self-sustaining food facility was designed to feed approximately 582 students per day. Design includes all food service kitchen areas and separate serving area. The serving area was designed in traditional straight serving lines.

Responsibilities included: existing facility conditions evaluation, facility programming, project coordination, layout and space utilization, accurate equipment cost estimating, design and construction documents through construction administration.

Complete date on time: 2019

Estimated cost of project for which this firm is responsible for $401,120.00.





Project Name: **Barrington Middle School**
Location: 261 Middle Highway,
Barrington, RI 02806
Barrington Middle School

Client Contact: Ms. Kim Orr, Food Service Director (Chartwells)
(401) 253-1452

Scope of Work:

The new self-sustaining food facility was designed to feed approximately 815 students per day. Design included all food service kitchen areas and separate serving area. The serving area was designed in traditional straight serving lines.

Responsibilities included: existing facility conditions evaluation, facility programming, project coordination, layout and space utilization, accurate equipment cost estimating, design and construction documents through construction administration.

Complete date on time: 2019

Cost of project for which this firm is responsible for and within budget: $663,500.00.







Code & Accessibility

Versteeg Associates, LLC
86 University Drive
Torrington, CT 06790
(860) 480-3951

Versteeg Associates

Code Compliance & Life Safety Consultants

86 University Drive
Torrington, CT 06790
(860) 480-3951
josephversteeg@gmail.com
www.versteeg-associates.com

Summary of Services

Principal of Versteeg Associates LLC, a Connecticut based firm providing technical consulting services to designers, construction managers, code officials, and property owners in the proper application of building, fire, life safety, and accessibility codes and standards. Services include third-party compliance reviews of construction documents, guidance to designers during project development, and compliance strategies to resolve matters of non-compliance. Established 1994, currently with 1 Full time employee.

Project experience involves compliance reviews of plans and specifications of schools on behalf of the municipal Building and Fire Officials to determine compliance with the Connecticut State Building, Fire Safety, and Fire Prevention Codes, as well as ADA accessibility mandates. Each project involved general science and biology laboratories/ classrooms with associated chemical storage, prep, and use areas, fume hoods, flammable gases, and mechanical systems.

New Fairfield High School – New Fairfield CT

Compliance review of new 143,00 sq. ft. high school; Project value: $84.2 million. Work completed April 2021

Windham High School – Willimantic CT

Compliance review of additions and renovations to an existing high school, which included 11,945 sq. ft. of new construction and 225,000 sq. ft. of renovations; Project value: $93.3 million. Work completed April 2021

New London High School – New London CT

Compliance review of additions and renovations to an existing elementary school, which included 54,900 sq. ft. of new construction and 173,900 sq. ft. of renovations; Project value: $98 million. Work completed January 2020.

Dr. Martin Luther King, Jr. Campus – Additions & Renovations - Hartford CT

Compliance review of additions and renovations to an existing high school, which included 38,000 sq. ft. of new construction and 136,600 sq. ft. of renovations. Project value: $68 million. Work completed January 2019.

Shepaug Valley Middle/High Agriscience School – Washington CT

Compliance review of additions and renovations to an existing middle/high school, which included 38,600 sq. ft. of new construction and 20,600 sq. ft. of renovations. Project value: $25 million. Work completed August 2018.

West Haven High School – West Haven CT

Compliance review of additions and renovations to an existing high school, which included 168,000 sq. ft. of new construction and 98,000 sq. ft. of renovations. Project value: $129.9 million. Review completed September 2017.

Nonnewaug High School – Woodbury CT

Compliance review of additions and renovations to an existing high school, which included 5,360 sq. ft. of new construction and 145,000 sq. ft. of renovations. Project value: $63.8 million. Review completed September 2017.

Stratford High School – Stratford CT

Compliance review of additions and renovations to an existing high school, which included 190,000 sq. ft. of new construction and 50,000 sq. ft. of renovations. Project value: $126 million. Review performed in 2016/2017 (2 phases).

Anna Reynolds Elementary School – Newington CT

Compliance review of an addition and renovations to an existing elementary school, which included 450 sq. ft. of new construction and 65,100 sq. ft. of renovations; Project value: $35.5 million. Work completed January 2022.

Chamberlain Elementary School – New Britain CT

Compliance review of additions and renovations to an existing elementary school, which included 15,856 sq. ft. of new construction and 86,098 sq. ft. of renovations; Project value: $50 million. Work completed March 2021.

Smalley Elementary School – New Britain CT

Compliance review of additions and renovations to an existing elementary school, which included 21,600 sq. ft. of new construction and 67,600 sq. ft. of renovations. Project value: $53 million. Work completed April 2018.

Bennie Douglas Jackson Middle School – New London CT

Compliance review of additions and renovations to an existing elementary school, which included 12,000 sq. ft. of new construction and 132,000 sq. ft. of renovations; Project value: $49 million. Work completed August 2020.

Groton Consolidated Middle School – Groton CT

Compliance review of a new 156,000 sq. ft. middle school; Project value: $86 million. Work completed December 2018.

Pleasant Valley Elementary School – South Windsor CT

Compliance review of additions and renovations to an existing elementary school, which included 102,300 sq. ft. of new construction and 43,304 sq. ft. of renovations; Project value: $58.8 million. Work completed September 2021

New Fairfield High School – New Fairfield CT

Compliance review of new 143,00 sq. ft. high school; Project value: $84.2 million. Work completed April 2021

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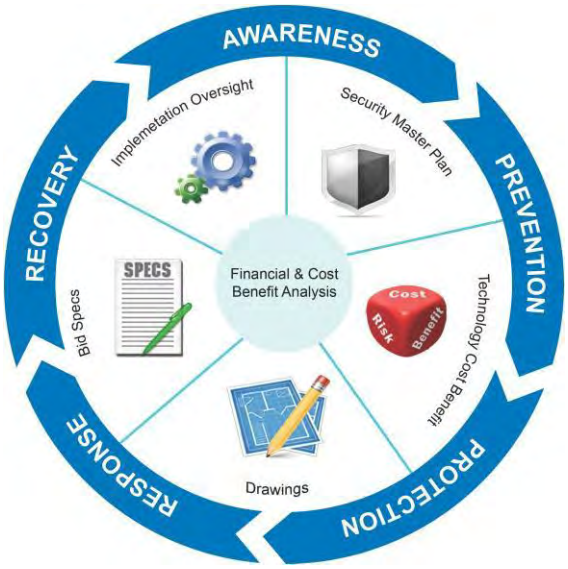
Security

Good Harbor Techmark, LLC
17 Accord Park Drive, Suite 201
Norwell, MA 02061
(781) 871-6555

Good Harbor Techmark, LLC

Good Harbor Techmark is a registered small business that is the product of a rich history created by Good Harbor Consulting, LLC (Good Harbor) and Techmark Security Integration, Inc. (Techmark).

In 2002, Richard Clarke, Roger Cressey, and John Tritak, all of whom served in senior National Security advisory positions at the White House, founded Good Harbor as a boutique security and risk management consultancy. The firm leveraged its National Security and broader security expertise to build a strategic consulting practice to give clients a more informed understanding of risk management.



The Good Harbor Team provides effective consulting services to increase organizational resiliency.

Techmark, located in Norwell, MA was founded as an independent security design and engineering services company. For over 20 years, the organization grew to become a premier leader in designing and implementing exclusive security concepts to clients throughout the world. In 2009, Good Harbor acquired Techmark to create a holistic approach to organizational resiliency that emphasized the mitigation of both physical and logical threats to enterprise assets.

Due to unparalleled growth and the need to increase efficiencies, Good Harbor recently created four independently owned and operated companies consistent with the organization's core competencies. One of these entities was Good Harbor Techmark.

Today, GHT remains aligned with the other three entities and shares the fundamental mission of providing a unique approach to organizational resiliency, but remains independent from the unified corporate structure.

Over the past decade, the Good Harbor Team (GHT) has carefully recruited and built partnerships with experts from the public and private sectors, enabling the firm to offer a unique combination of expertise in critical infrastructure protection, emergency management, and physical security design to provide strategic advice and counsel to our clients.

Matthew Allain, AIA, NCARB, CSL
Good Harbor Techmark, LLC
Director, Design & Engineering

Education

Masters of Architecture, Boston Architectural College, USA – 2006 *Class Valedictorian*

Bachelors of Science in Architecture, The Catholic University of America, USA

Key Skills and Expertise

Architectural Design

Electronic Physical Security Engineering

Regulatory Compliance

Cost Estimating & Bid Review

Document & Consultant Coordination

Security System Design, Engineering & Commissioning

Security Planning & Analysis

Affiliations, Memberships & Qualifications

Member of the American Institute of Architects, MA License 50748

NCARB Certificate

Member of the Boston Society of Architects

Massachusetts

Matthew Allain is a Director at Good Harbor Techmark, LLC. specializing in the engineering of physical security systems, including access control, video management, communication and perimeter intrusion detection systems, as well as the design of security operation centers, security control rooms and sensitive compartmented information facilities (SCIF). Mr. Allain is responsible for design coordination, addressing architectural, code and regulatory issues as well as providing security technical specifications, cost estimating and implementation oversight. Mr. Allain is a Registered Architect, Member of the American Institute of Architects and licensed Massachusetts Construction Supervisor.

Relevant Project Experience – Education

William M. Davies Career and Technical High School - Lincoln, RI

Mr. Allain assisted in the bid review, security integrator selection and construction administration to procure and install a video assessment and recording system for the high school consisting of 29 CCTV fixed and PTZ exterior cameras.

Irwin Jacobs Elementary (Hannigan School), New Bedford, MA

Mr. Allain was the lead security consultant who provided an assessment of the existing school, which was deemed inadequate and ultimately demolished, and developed the physical security requirements, electronic security system design and specifications, including access control, video surveillance, video intercom and intrusion detection, for the New Bedford Public School District through Turowski2 Architecture, Inc.

Holyoke Public Schools, Holyoke, MA

Mr. Allain assisted in the assessments of the city's security, IT, and life safety infrastructure in regards to the City's school district and public buildings including the development of a Security Design Memorandum and a Security Basis of Design. Assessments included 12 schools, additional city facilities, and all 26 departments within the City to identify threats, vulnerabilities, and risks associated with each facility and neighborhood. Simultaneously, a network infrastructure readiness assessment for future IT enhancements, unified security integration and enhanced 911 operating systems was conducted.

Licensed Unrestricted Construction Supervisor, License CS-098090

Certified Crown Manager

- MA License lteOeNKNLS4mBtK
- RI License 41017

AIA/Henry Adams Medal & Certificate, 2006

FEMA ICS / NIMS Independent Study Course Certifications

Revit Certification from an Autodesk® Authorized Training Center (ATC)

Worcester Public Schools, Worcester, MA
Mr. Allain assisted with the comprehensive security evaluation for 15 schools and the administration building in the District. The evaluation included a safety report of the condition and adequacy of the schools, including existing security equipment and door hardware, recommendations for equipment upgrades and written recommendations and a cost estimate for each school including modifications and upgrades.

Attleboro High School, Attleboro, MA
Mr. Allain was the lead security consultant for the design and construction administration of the new building through Kaestle Boos Associates, Inc. Support for this project included the assessment of the existing security devices and camera. Services also included electronic safety and security design and infrastructure specifications for public bidding.

City of Bristol, Bristol, CT
Mr. Allain was the lead security consultant who assisted the city in providing a comprehensive surveillance camera evaluation for 12 schools in Bristol, CT. The evaluation included a report of the condition and adequacy of the existing security equipment, recommendations for equipment upgrades and written recommendations for each school including modifications to existing layouts and mapping. With these findings and collaboration with key stakeholders, Mr. Allain and the Department of Education devised a plan with completed drawing set and specifications that was placed to bid to integrators to replace and install new cameras that would be beneficial to the City with the budget that was given for current and future expansion.

Burrell Elementary School, Foxborough, MA
Mr. Allain is supporting Burrell Elementary School for the design and construction administration of the new building. Services include electronic safety and security design and infrastructure specifications for public bidding.

Clarksburg Elementary School, Clarksburg, MA
Mr. Allain was the lead security consultant who supported the Clarksburg School project under Jones Whitsett Architects, Inc. for the feasibility study and schematic design phase. In 2017, the town of Clarksburg voted not to move forward with the work and the project was cancelled.

Islamic School of Rhode Island, West Warwick, RI
Mr. Allain assisted in the physical security audit and assessment of ISRI, a K-8 school. The assessment included assessing the school and the school's phone and intercom system and providing various options for physical security, access control, security cameras and emergency procedures. In addition to

findings and recommendations, a three-year capital improvement plan was submitted to Sr. administration members as part of a long-term fundraising effort.

Minuteman Regional Vocational High School, Lexington, MA
Mr. Allain is the lead security consultant who is supporting Minuteman High School for the design and construction administration of the new building. Support for this project included the assessment of the existing security devices and camera. Services also included electronic safety and security design and infrastructure specifications for public bidding.

Moser School, Rocky Hill, CT
Mr. Allain is the lead security consultant who provided an assessment of the existing school, and developed the physical security requirements, electronic security system design and specifications, including access control, video surveillance, video intercom and intrusion detection, for the Rocky Hill School District through Kaestle Boos Associate, Inc.

Town of Tisbury, Tisbury, MA
Mr. Allain was the lead security consultant who supported the Tisbury School project under Turowski2 Architecture, Inc. for the feasibility study and schematic design phase. In 2018, the town of Tisbury voted not to move forward with the work and the project was cancelled.

Virgin Islands Department of Education, U.S. Virgin Islands
Mr. Allain assisted in providing a comprehensive security evaluation for 15 schools in the St. Croix School District and 15 Schools in the St. Thomas/St. John School District. The evaluation included a report of the condition and adequacy of the existing security equipment, recommendations for equipment upgrades and written recommendations for each school including modifications to existing layouts and mapping. The assessment also included a review of emergency response plans and a detailed cost analysis for each associated recommendation.

Westport Fuller School, Westport, MA
Mr. Allain provided a 3rd party review of the security documents provided by the security consultant under the project team lead by Jonathan Levi Architects. Mr. Allain reviewed and provided comments and recommendations for the design development and construction document submission to the Massachusetts School Building Authority (MSBA).

Projects with Kaestle Boos Associates, Inc.

Education:
Moser School - Rocky Hill, CT (2017 - 2019)
Torrington High School - Torrington, CT (2019)
Mabelle Burrell Elementary School - Foxborough, MA (2017 - Present)
Minuteman Regional High School - Lexington, MA (2015 - 2017)
Attleboro High School - Attleboro, MA (2016 - Present)
Beverly Schools - Beverly, MA (2018 - 2019)
Diman Regional Vocational Technical High School - Fall River, MA (2020 - Present)

Public Safety:
Abington Fire Station - Abington, MA (2019 - Present)
Beverly Police Department - Beverly, MA (2018 - 2021)
Hingham Public Safety - Hingham, MA (2020 - Present)
Hyannis Fire Station - Hyannis, MA (2017 - 2019)
Middleborough Police Station - Middleborough, MA (2016 - 2018)
Windsor Fire Department and EMS - Windsor, CT (2019 - 2021)
Windsor Police Station - Windsor, CT (2018 - 2020)



Building Envelope Specialist

Salas O'Brien
206 W. Newbury Road
Bloomfield, CT 06002
(860) 286-9171

Salas O'Brien

Engineered for Impact™



We deliver learning environments that are safe, energy efficient, and engaging

Salas O'Brien is deeply experienced in engineering and technical services for public and private K-12 schools. We understand the needs for safety and security, hygiene, energy resilience and advanced technology in K-12. We have teams that specialize in STEM, maker spaces, athletic facilities, and the arts. Most of all, we understand how to work with a variety of stakeholders and deliver with quality.

Our holistic approach enables each project to be not just a structure but an environment conducive to learning and growth, and our commitment to sustainability and innovation positions schools to lead in education excellence now and in the future. We have a deep bench of experts who specialize in this education sector.

- **Engineering Design**
  We provide full-service mechanical, electrical, plumbing, structural, civil, and fire protection design, providing customized solutions for educational buildings and campuses.
- **Technology**
  Salas O'Brien's technology design team provides design for data infrastructure, security systems, and audio-video technology.
- **Safety & Security**
  Salas O'Brien collaborates with clients to design and implement customized physical security solutions that safeguard vulnerable spaces with deep experience in K-12 schools.
- **Sustainability**
  We support long-term capital decisions with energy modeling and lifecycle cost analysis of systems that reduce operating costs and enhance the end-user experience.

BUILDING ENVELOPE SERVICES

Specialists in building envelope commissioning and air tightness testing, Salas O'Brien's building envelope expertise is part of our integrated services, providing clients single source access from pre-design through post-occupancy. Our cross-disciplinary knowledge delivers finely tuned buildings that meet exacting energy, material, and climate demands.

Salas O'Brien has the knowledge, experience, and equipment to make building envelope commissioning a smooth process for your project. Our team of Building Envelope Specialists is qualified and experienced in a variety of building envelope commissioning, diagnostic, and testing services.

Top 10

2025 ENR Top 500 - Education

BUILDING ENVELOPE CONSULTING

- Building Envelope Commissioning
- Building Envelope Diagnostics and Forensics
- Building Envelope Plan & Specification Review
- Building Envelope Consulting
- Large Scale Blower Door Testing E779, E3158, E1827
- Pressure Balanced Blower Door Testing
- Roof Flood Testing D5957
- Infrared Imaging ASTM C1060, E1186
- Pressurized Fog Testing ASTM E1186
- Window Airtightness Testing ASTM E1186
- Window Water Penetration Testing ASTM E1105, AAMA 501.2
- Membrane Adhesion Testing ASTM D4541
- Mock-up Testing and Inspections
- Infrared Imaging Roofs for Trapped Water ASTM C1153

Salas O'Brien



Selected K-12 Experience | Commissioning + Building Envelope Services

RHODE ISLAND
Barrington Schools
Rogers High School

CONNECTICUT
A.I. Prince Vo-Tech High School
Amistad High School
Asian Studies at Bellizzi School
Barack H. Obama Magnet University School
Barnard Magnet School
Betsy Ross School
Birch Grove Primary School
Cheney/Bennet Academy
Choate Rosemary Hall
Clinton Avenue PreK-8 School
Dryden Elementary School
E.C. Goodwin Vo-Tech High School
East End Elementary School
East Rock Elementary School
Eli Whitney Vo-Tech I High School
Elias Brookings Elementary School
ESUMS Magnet School
Francis T. Maloney High School
Great Path Academy
Griswold Middle School
H.C. Wilcox Vo-Tech High School
Hanover High School
Henry Abbott Vo-Tech High School
Hill Regional Career High School
Howell Chaney Vo-Tech High School
Irving A. Robbins Middle School
JM Wright Vo-Tech High School
John F. Kennedy Middle School
Joseph A. DePaolo Middle School
Kingswood Oxford School
Longfellow School
M.D. Fox School
Manchester Public Schools
New Haven Academy School
North Branford High School
North Haven Middle School
Orville H. Platt High School
Region 16 Elementary School
Regional Vocational Aquaculture School
Roberto Clemente Learning Academy
Shepaug Valley High School
Tolland High School
Verplanck Elementary School
Waddell Elementary School
Westhill High School
Westside School
Wethersfield High School
Wilbur Cross High School
Windham Interdistrict Magnet School
Woodrow Wilson Middle School

MASSACHUSETTS
Agawam Junior High School
Alcott School
Amesbury Elementary School
Belmont Middle & High School
Bristol/Plymouth Regional Technical High School
Dean Technical High School
Doherty Memorial High School
Douglas and Gates School
Dryden Elementary School
E.N. White Elementary School
Elias Brookings Elementary School
Estabrook Elementary School
Greenfield High School
Holyoke Public School
J. Henry Higgins Middle School
James F. Peebles Elementary School
Mary Dryden Elementary School
Mount Greylock Regional School
Pine Grove Elementary School
Powder Mill School
Provincetown Public School
Robert Doering School
Roberta G. Doering Middle School
Sarah Gibbons Middle School
Westport Middle/High School
Woodland Elementary School
Worcester Public Schools

MAINE
Bangor Schools
Falmouth Elementary School
Jonesport Schools

NEW HAMPSHIRE
Keene Middle School
Lebanon Middle School

VERMONT
Burlington High School
Burr and Burton Academy
Long Trail School
Winooski School



Jon Haehnel CEI, BPI-BA-P & BA-T, CABS

Associate Vice President, Director of Building Envelope Services

Jon has been testing and inspecting all building types across the Northeast. His commissioning and building envelope forensics experience includes various types of educational buildings, laboratories, municipal and government buildings, manufacturing, military bases, and hospitals. Jon is coauthor of "Setting Airtightness Standards" and has presented on building envelope commissioning at the Better Buildings by Design Conference numerous times.

YEARS OF EXPERIENCE
24 Years

PROJECT ROLE
Director of Building Envelope Services

EDUCATION
Bachelor of Science, Biology, Utah State University

REGISTRATIONS
Certified EIFS Inspector (CEI)

BPI Certified Building Analyst Professional (BPI-BA-P)

BPI Certified Building Analyst Technician (BPI-BA-T

ABAA Certified Air Barrier Specialist (CABS)

OSHA 10

RECOGNITION
2024 recipient of the IIBEC Excellence in Building Envelope Consulting Award in the Commissioning category

RELEVANT EXPERIENCE

Manchester Public Schools MANCHESTER, CT

Cheney/Bennet - Comprehensive renovations to the 26,000-SF Cheney building and 5,000-SF Boiler building. A classroom and pedestrian bridge link both buildings to Bennet Academy. Minor classroom renovations, a cafeteria addition, and retro-commissioning of MEP and fire alarm systems were also included.

Waddell Elementary School - Renovations to the 66,000-SF school building and a 17,000-SF addition to create additional classrooms, special education, art, music, band, orchestra, and an expansion to the cafeteria. Renovations include demolition, exterior envelope improvements, all new MEP/FP systems.

Verplanck Elementary School - Renovations to a 51,000-SF school building and 19,000-SF addition to create 4 additional classrooms, small group, special education, art, music, band, orchestra, pupil services and an expansion to the cafeteria. Renovations include demolition, exterior envelope improvements, all new MEP/FP systems.

Berman Middle School (formerly Woodrow Wilson) MIDDLETOWN, CT

Commissioning and Building Envelope services for the new 150,000-SF school which has the capacity for 650 students, grades 6 through 8. The building meets CT High Performance Building Standards. In addition to classrooms, the school also has an innovation lab, auditorium, and gym.

Regional School District 12, Shepaug Valley High School WASHINGTON, CT

Building envelope and commissioning services for renovations to a science wing and addition of a new Agriscience STEM Center totaling approximately 52,500 SF. The STEM center includes classrooms, labs, storage, outbuildings, animal growing rooms, offices, meeting rooms, and riding/demonstration areas. Designed and constructed to CT High Performance Building Standards.

Barack H. Obama Magnet University School NEW HAVEN, CT

Commissioning and Building Envelope services for the construction of an approximately 62,000-SF school. The school (formerly 21st Century Strong) accomodatesr 490 students from Pre-K through 4th grade. It will be used by Southern Connecticut State University's School of Education as a "laboratory school" preparing students to become elementary school teachers.



Tim Kendzia

Building Envelope Commissioning Provider

Tim provides oversight and execution of building enclosure testing, including window systems, whole-building air tightness testing, infrared thermography, and related evaluations, while monitoring installation through field inspections to safeguard quality and performance from start to finish. Through active participation in construction meetings and close collaboration with contractors and specialists, he brings a practical, systems-based approach that delivers measurable project value and high client satisfaction.

YEARS OF EXPERIENCE

10 Years

PROJECT ROLE

Building Envelope Commissioning Provider

EDUCATION

American Public University, Master of Science, Environmental Policy and Management

American Public University, Bachelor of Science, Environmental Science

RECOGNITION

Chapter President, National Association of Environmental Professionals

RELEVANT EXPERIENCE

Madison Elementary School MADISON, CT

Building envelope services for a new elementary school to house approximately 640 students in pre-kindergarten through grade 5. The 75,000-SF facility is being constructed on property recently purchased by the Town and includes demolition of an existing school and site restoration. The project is taking into consideration incorporating the most advanced technologies in sustainability, energy, and water conservation, and other design characteristics that reduce greenhouse gas emission.

North Branford High School NORTH BRANFORD, CT

Building envelope services for the high school. The project included the demolition of the existing school in its entirety, replacing it with a new 108,750 SF building. The first phase included a three-story building housing academic spaces, science rooms, offices, a kitchen and cafeteria. The second phase includes a two-story building that will house additional academic spaces, art classrooms, a gymnasium, locker rooms, and additional support spaces.

Regional School District 13, Middlefield Memorial School MIDDLEFIELD, CT

Building envelope services for the $76 million expansion and renovation of the existing 50,580-SF elementary school originally constructed in 1954 with subsequent additions, to support a PreK–Grade 5 program and consolidate students from two other district schools. The project adds approximately 54,360 square feet for a total of 101,135 square feet.

Fort River Elementary School AMHERST, MA

Building Envelope services including air tightness testing for the new 105,750-SF Fort River Elementary School. The sustainable design components of the project include geothermal and photovoltaic elements sufficient for net-zero operation. The project is working toward LEED Gold certification.

Rockingham County Municipal Complex BELLOWS FALLS, VT

Building envelope commissioning services for a new 110,000 SF municipal complex that will house the county Sheriff's Department and Dispatch Headquarters, Department of Community Corrections, County Attorney's office, and Registry of Deeds. The project also includes 131-seat multi-use auditorium.

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Hardware

Assa Abloy
110 Sargent Drive
New Haven, CT 06511
(800) 377-3948

Consulting Objective

Provide solutions for Door Hardware, Hollow Metal Doors/Frames and Wood Doors that bring together the ***Form*** set out by the Design Team with the ***Function*** required by your Client AND meet the ***Demands*** of building codes, manufacturer warranties and systems integration -- through assembly of complete and concise specifications.

Professional Profile

I have gained extensive product application knowledge and intimate insight into the requirements of many market segments through 50+ years of working experience in this Industry, with multiple contract hardware distributors & product manufacturer.

Work History

1972-1983	Atlantic Hardware & Supply Corp	New York, NY
1983-1992	Hillsberg & Gough, Inc.	New York, NY
1993-1997	Superior Hardware	Farmingdale, NY
1998-2004	ESSEX Industries	New Haven, CT
2004-2006	Door Security Solutions of Metro NY	Hackensack, NJ
2006-Present	ASSA ABLOY Door Security Solutions	New Haven, CT

Areas of Work Experience

- Specification Writing & Shop Drawing Review
- Project Management & Coordination
- Component Detailing & Conflict Resolution
- Code & Warranty Conformity
- Submittal Development & Preparation (CAD drawings & schedules)
- Sales & Estimating
- Branch Manager (Superior Hardware)
- Territory Manger (ESSEX Industries)

Areas of Support

- Door Hardware | Hollow Metal Doors & Frames
- Standards: SDI 100 – Steel Door Institute
- IBC – International Building Code
- NFPA 80 – Fire Doors & Windows
- NFPA 101 – Life Safety
- ANSI 117.1 – Accessibility (ADA)
- Electro-Mechanical Hardware Integration with Security and Life-Safety Systems
- Shop Drawing Review
- Site Surveys
- Product & Code Compliance
- AIA accredited CES Course Presentations

Associations

- Door & Hardware Institute (DHI) -- AHC Certification
- Construction Specifications Institute (CSI) – Current Metro NY Chapter Treasurer

5 QUALIFICATIONS & WORK PLAN

At KBA, our mission is to provide innovative design solutions that successfully address the unique goals of each individual client. Our team fosters a highly collaborative environment throughout the design process in order to establish a client-focused experience resulting in projects that positively impact its users, enhance student development, and become a source of school and community pride.

PROJECT UNDERSTANDING

Our firm understands that the City seeks comprehensive professional design services to support the expansion, renovation, and reconfiguration of the Roberto Clemente International Dual Language School campus. This project involves the adaptive reuse of the existing convent building to serve grades 7 & 8 and its seamless integration with the current elementary school structure. The City's vision is to unify elementary and middle school grade levels on a single, modernized campus that meets current educational, safety, and accessibility standards, while providing secure, code-compliant, and educationally appropriate environments for both students and staff.

The International Dual Language School serves a growing population of students from Pre-K through Grade 8 through a 50/50 dual language immersion model designed to develop full bilingualism and biliteracy in English and Spanish. Drawing students from neighborhoods across Waterbury, the program reflects the City's rich linguistic and cultural diversity while fostering a strong student, and family-centered community. Through this immersive educational approach, the school aims to inspire high levels of academic achievement while building cross-cultural understanding.

The Roberto Clemente campus comprises three key components: the existing elementary school building, the adjacent convent building slated for renovation and re-purposing, and the supporting site infrastructure, parking, and utility systems. Our team recognizes the importance of creating a cohesive and functional campus that not only honors the legacy of the existing structures but also addresses the evolving needs of a 21st-century educational environment for your students. We are committed to delivering design solutions that will facilitate the City's goals and ensure a vibrant, inclusive, and future-ready school community.

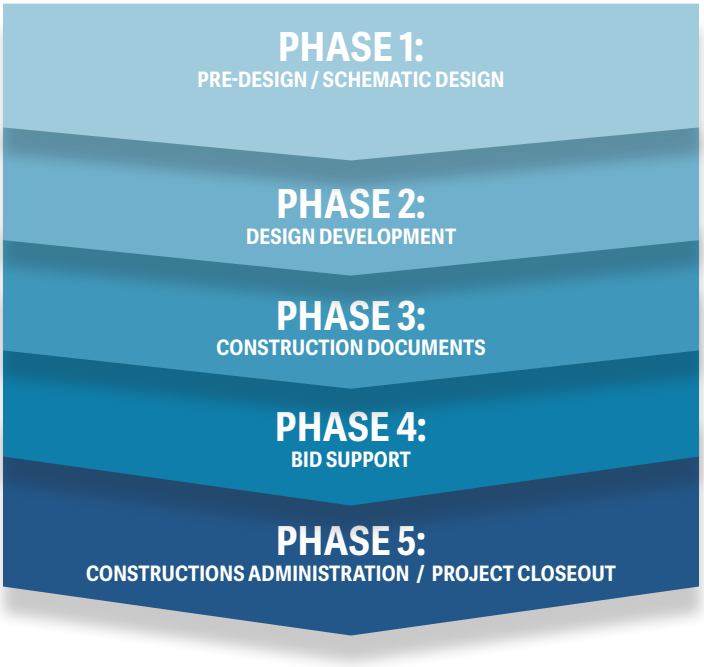


The following priorities will be addressed throughout the design and construction process:

- ☑ Design and build flexible, state-of-the-art learning environments that promote interdisciplinary instruction, collaboration, and dual-language-based education.
- ☑ Maximize natural daylight and integrate the latest technology in classrooms.
- ☑ Apply universal design principles to ensure accessibility and address the social-emotional needs of all students.
- ☑ Implement site improvements such as environmental remediation, play areas, parking, and safe pedestrian paths.
- ☑ Create a welcoming, secure, and inclusive campus that serves both the school and broader community, while maintaining compatibility with the surrounding neighborhood.

PROJECT APPROACH

KBA employs a collaborative, client-focused approach to ensure the success of the addition and renovation project. Drawing on our extensive experience with educational facilities, we guide the project through each phase with a commitment to design excellence, efficiency, and stakeholder engagement. We have allocated the services to the following phases:



PHASE 1

PRE DESIGN / SCHEMATIC DESIGN

Programming & Feasibility: We begin by engaging with school leadership and user groups to assess needs, establish project goals, and evaluate the existing gym space for conversion. This phase involves site analysis, code review, and feasibility studies to ensure the project's viability and alignment with the school's vision.

Programming and existing conditions assessment will begin with a collaborative review of the educational program requirements for both the elementary and middle school uses. Through a series of meetings and interviews led by Kate Jessup, AIA, our in-house Educational Planner, we will work closely with the City and school stakeholders to review, refine, and prioritize the educational program and associated support services. This process ensures that the educational vision and goals remain central to all planning and design decisions. Our Accredited Learning Environment Planners (ALEPs) guide the team in aligning the facility with contemporary educational pedagogy, supporting flexible learning environments while also prioritizing safety, security, and the social-emotional well-being of students through thoughtful space planning.

In parallel, our team will conduct a comprehensive evaluation of existing conditions across the campus. This assessment will include the elementary school building and convent building, as well as structural systems, roofs, windows, building envelope, HVAC, plumbing, electrical, and fire protection systems. We will also review site conditions, including parking, utilities, and circulation. The evaluation will identify deficiencies, deferred maintenance issues, and code compliance gaps, while confirming the suitability of the convent building for middle school occupancy. These findings will inform the programming and design process, helping to establish priorities, identify opportunities for improvement, and ensure that the proposed solution supports a healthy, inclusive, and high-performing learning environment.



Schematic Design: Building on the programming outcomes, we develop schematic options that creatively address the functional requirements for the new gymnasium, circulation, and any necessary support spaces. We present these options for review and incorporate feedback from all stakeholders.

We aim to maximize the program capacity, taking advantage of interior and exterior elements to create an efficient design that can be used to further support your unique program needs. Each following design phase incorporates comments from a review of the previous design phase, adds further refinement of the design solution, and ends with a submission that includes an opinion of probable costs from our cost estimating partner O&G.

The design options will be explored and measured against the project's goals, budget, site constraints, and community feedback.



PHASE 2

DESIGN DEVELOPMENT

Our team refines the selected schematic design, integrating structural, mechanical, electrical, plumbing, and fire protection systems. We coordinate with consultants to resolve technical challenges and ensure that the design supports both the educational mission and operational needs of the school.

- Schematic design reviewed and refined
- Site testing and evaluation is completed
- The project gets defined with general building materials selected, mechanical, electrical, plumbing, and structural systems set, and the integration with communications and data technology
- Plans and required drawings are submitted to the City and regulatory boards for approval
- The design development specification is issued and reviewed
- The design development phase cost estimate is established and refined continuously, to maintain budget alignment
- Design development package is approved by the City

PHASE 3

CONSTRUCTION DOCUMENTS

We prepare comprehensive drawings and specifications that clearly communicate the design intent to contractors. Our documents emphasize constructability, code compliance, and cost control, minimizing risk and enabling a smooth construction process.

- KBA will complete a comprehensive, detailed set of construction documents with final cost estimates and construction schedule. These include plans, drawings needed for bidding including but not limited to bid drawings, specifications, special conditions, general conditions, technical specifications, and divisions of labor
- 90% completed Construction Documents are submitted and cost estimates is established prior to bidding
- Final Construction Documents (plans and specifications) are approved prior to bidding

PHASE 4

BID SUPPORT

KBA will assist the City with the bidding process, conducting pre-bid conferences as well as creating and issuing any addenda to the project specifications which may be necessary. We will then review the bid proposals and offer recommendations. Our goal is to ensure fair competition and the selection of qualified contractors who share our commitment to quality.



Barrington Middle School

PHASE 5

CONSTRUCTION ADMINISTRATION & PROJECT CLOSEOUT

Construction Administration

KBA is particularly proud of our reputation for providing exceptional service during construction. All members of our team have extensive experience administering public construction and will assist with providing construction administration services. We will work to confirm that the renovation of the middle school, the addition of the gym and main entrance are in conformance with the intent of the Construction Documents.

KBA and members of the design team will provide Construction Administration services including:

- Site visits to review conformance with the intent of the Construction Documents
- Attendance at project meetings
- Answer any request for information
- Review and approve all project submittals and shop drawings and provide change orders if necessary
- Review requested change orders
- Resolution of conflicts
- Prepare written punch lists, certificates of completion and other necessary construction closeout documents
- Issue Certificate of Completion
- Assist with preparing a set of reproducible record prints showing significant changes in work made during construction

Our construction administration services help to provide a no-nonsense atmosphere, accelerate communications, and will ultimately result in the successful completion of your extension/alterations project at Roberto Clemente International Dual Language School.

Project Closeout Services

Closeout procedures begin far in advance of Substantial Completion and must occur for each trade contractor. Upon completion of the extensions/renovations, KBA will review all warranty documents and "as-built" plans and manuals to ensure compliance with the construction contract documents. We verify the completion of punch list items, confirm contractors' compliance with staff training requirements, and authorize the final payment to the contractor. We remain involved for post-occupancy support to ensure the renovated space meets the school's expectations. to see that the project closeout occurs in a timely manner.

This phased approach allows for transparent communication, proactive problem-solving, and a final product that enhances the school environment for students and staff.

UNDERSTANDING RENOVATION COMPLEXITY

Renovating and adaptive re-use of buildings presents unique challenges absent in new construction. These include working within existing spatial and structural constraints, uncovering unforeseen conditions, navigating phased implementation, and managing hazardous material abatement. KBA draws on deep expertise in educational renovations, successfully guiding districts through these complexities while maintaining safety and educational continuity.



Anna Reynolds Elementary School

Renovating a convent into a school requires comprehensive modernization to meet today's educational standards, building codes, and community expectations. Key upgrades may include updating HVAC, plumbing, and electrical systems, enhancing accessibility, strengthening structural elements, and installing modern safety features. Projects often focus on LEED certification or sustainable, energy-efficient designs to create healthy learning environments.

A thorough assessment informs all design decisions and reduces the risk of unforeseen conditions during the renovation. KBA will leverage completed feasibility studies and collaborate with City of Waterbury stakeholders to provide thoughtful, detail-driven renovation solutions that meet the district's goals and deliver lasting value for students and the community.

DESIGNING INNOVATIVE SPACES FOR MIDDLE SCHOOL TEACHING & LEARNING

When designing a forward thinking middle school facility, spaces must reflect the needs of both students and faculty. The classrooms, common spaces and active areas need to engage and relate to the middle schoolers' minds. By designing a school with "the teenagers view" of their environment in mind and where there are active, stimulating places where people can talk and share, quiet places for downtime and space for movement is planned for, the building will encourage connection and curiosity while being inclusive, accessible and safe for every student.

GYMNASIUM DESIGN

The new gymnasium addition for the renovated K-8 school is designed to provide a modern, versatile space for school, athletic and community activities. Located outside the main elementary school building but seamlessly connected to both facilities, the gym will feature high-quality athletic flooring, advanced lighting systems, and essential support spaces such as locker rooms and restrooms. This thoughtful integration ensures accessibility and functionality for students across all grade levels, while fostering a welcoming environment for physical education and extracurricular events

CONNECTICUT OGA EXPERIENCE AND REGULATORY EXPERTISE

KBA brings extensive experience navigating Connecticut's school construction grant process under C.G.S. 10-287. The firm has successfully delivered multiple Connecticut K-12 projects through the OGA process, including Norwalk High School (new facility), Middle School of Plainville (addition/renovation), Henry James Memorial School in Simsbury (phased renovations), and numerous other Connecticut educational facilities. This experience ensures that KBA understands OGA requirements for educational specifications, milestone submissions, cost estimating and reconciliation, design reviews and approvals, permitting coordination, and project closeout documentation.

KNOWLEDGE OF LOCAL, STATE, AND FEDERAL LAWS

With more than a dozen educational facility projects completed in the past five years, KBA brings extensive knowledge of local, state, and federal laws governing public construction. Our team is well-versed in the building and fire codes, ADA accessibility standards, and other regulatory requirements that shape the design and execution of school facilities.

This expertise is woven into every stage of our work, from initial planning through construction administration, ensuring full compliance while promoting design innovation and efficiency. Project Manager Scott Mangiagli, AIA, brings particular expertise in interpreting and applying building and life-safety codes, as well as the health and environmental standards specific to educational environments.

By integrating this comprehensive regulatory knowledge into our design process, KBA consistently delivers projects that meet the highest standards for safety, accessibility, and performance while aligning with all applicable state and federal requirements

CASE STUDY: ILLUMINAR FIRST SCHOOL — Cranston, RI

Adaptive Re-use / Addition | 208,000 SF | $15.9 Million | Completion: 2025

KBA partnered with Achievement First to transform an existing facility into a cohesive, high-performing combined K-8 campus that supports students from early elementary through middle school in a unified, purpose-built environment.

Originally constructed as a private technical college, the building was thoughtfully re-imagined to meet the academic, developmental, and enrichment needs of a fully enrolled elementary and middle school program. The project includes comprehensive third-floor renovations to accommodate the complete middle school, alongside enhancements that support the growing elementary population occupying other areas of the building.

A new 17,000 SF, two-story addition anchors the campus transformation, featuring a 9,000 SF high school-level competition gymnasium with associated support spaces, dedicated physical enrichment areas, storage, and mechanical infrastructure. Site improvements further strengthen the campus experience with full-size multi-sport fields and age-appropriate exterior play spaces, creating a dynamic setting for athletics, recreation, and community engagement.



The project was designed to comply with Northeast CHPS standards and current energy codes, reinforcing a commitment to sustainability, operational efficiency, and long-term value.

The result is a vibrant, integrated K-8 campus that supports academic excellence, physical development, and a strong sense of school community.

GREEN / SUSTAINABLE DESIGN

Green, sustainable design and long-term operational efficiency are central to KBA's culture and will guide the Roberto Clemente School. Our collaborative, high-performance approach brings together the full design team and stakeholders to evaluate the Connecticut High Performance Building requirements, while exploring the most feasible and cost-effective strategies for the project, including the potential for net-zero energy. We have extensive experience delivering projects aligned with NE-CHPS and LEED for Schools standards.

Using an integrative design process supported by energy modeling and life-cycle cost analysis, we evaluate sustainable strategies such as solar orientation, enhanced building envelope performance, daylighting, durable low-maintenance materials, and low- or no-VOC fixtures and finishes. Each initiative is carefully assessed for energy performance, site constraints, budget alignment, and long-term value to ensure the right solutions for the City of Waterbury.

Some recent examples of our sustainable design include the following projects.

Moser School - Rocky Hill, CT

- **Meets CT High Performance Guidelines**
- Reduced potable water by minimum 30%
- Use of 10% each recycled content and local materials
- Minimum 75% of construction debris was recycled or salvaged
- Low-flow fixtures reduce water use by 30%
- Low or no VOC fixtures and furniture
- Storm water management plan reducing run-off by 25%

Smalley Elementary School - New Britain, CT

- **Meets CT High Performance Guidelines**
- Energy performance is minimum 24.5% better than code
- Reduced potable water by minimum 30%
- Use of 10% each recycled content and local materials
- Minimum 75% of construction debris was recycled or salvaged

BUDGET MANAGEMENT AND FINANCIAL STEWARDSHIP

KBA recognizes that Waterbury's total project investment represents a tremendous community commitment. The firm's approach to financial stewardship includes:

- **Continuous Cost Estimating:** KBA's consultants provide professional construction estimates in accordance with C.G.S. 10-287c-21 requirements throughout every design phase. This allows early identification of budget pressures and enables proactive adjustments.
- **Proactive Value Management:** Rather than waiting until bids exceed the budget, KBA incorporates value management throughout the design process, evaluating alternative materials, systems, and approaches that maintain design intent while optimizing cost.
- **Life-Cycle Cost Analysis:** Beyond initial construction costs, KBA evaluates long-term operational expenses to ensure the facility remains affordable over its 50+-year lifespan.
- **Maximizing State Reimbursement:** KBA leverages Connecticut OGA guidelines to maximize reimbursable square footage. Jennifer Mangiagli, RA, LEED AP BD+C, serves as KBA's in-house OGA specialist, expertly navigating the State submission process to ensure accuracy and compliance at every stage.

SAFETY AND SECURITY

Student and staff safety is foundational to KBA's design approach. The team integrates multiple layers of security while maintaining a welcoming, open environment:

- **Connecticut's School Safety Infrastructure Council (SSIC)**
  The concept design will adhere to the Connecticut School Safety Infrastructure Council's (SSIC) best practice recommendations, which guide site planning and building design. These state-adopted principles support secure access control, clear visibility to entrances and corridors, strategic landscaping, elimination of blind corners or secluded spaces, and development of well-lit, open areas that facilitate natural supervision and rapid response by staff.
- **Layered Security Systems**
  Electronic security systems, including access control, video surveillance, intrusion detection, and emergency communication, will be fully integrated throughout the facility. The main office may feature a secure vestibule with ballistic-resistant transparent walls, allowing administrative staff to control the main entrance, while maintaining clear visibility.

HEALTHY BUILDING DESIGN

Beyond physical security, KBA prioritizes occupant health and well-being through design. We will integrate these strategies to ensure the highest standards of healthy building practices are achieved throughout the project:

- **Indoor Air Quality:** Mechanical systems provide fresh air and proper air exchange, often incorporating DOAS with ERV that enhance air quality while maintaining efficiency
- **Lighting and Daylighting:** Soft color, dimmable LED lighting with room-darkening shades; designs maximize natural light through strategic window placement and classroom orientation
- **Acoustic Comfort:** Acoustical insulation for soundproofing between spaces with proper treatments in music, performing arts, and large gathering spaces
- **Thermal Comfort:** Climate-controlled environments with efficient HVAC systems
- **Ergonomics and Flexibility:** Age-appropriate, flexible furniture supporting varied instructional arrangements
- **Biophilia and Outdoor Learning:** Integration of outdoor learning spaces adjacent to classrooms, science labs, and special education areas
- **Safe Materials:** Durable, safe flooring materials and finishes promoting healthy indoor environments

COMMUNITY ENGAGEMENT STRATEGY

Effective community engagement is essential to project success. KBA's strategic outreach approach creates transparent communication channels:

- **Educational Workshops and Visioning Sessions:** Collaborative workshops engage students, parents, educators, administrators, and community members in defining project goals and exploring design options
- **Public Forums and Community Meetings:** KBA assists the City with presentations to the Board of Education, City leadership, key stakeholders, civic organizations, and the broader public, using visual communication tools including renderings, models, videos, and detailed graphics
- **Ongoing Communication: Strategic outreach plans utilize multiple channels:** Project websites, social media, postcards, handouts, posters, press releases, local television, and newspapers

KBA's transparent approach has achieved over 95% success rates in securing community support for public projects in comparable communities.

QUALITY CONTROL / QUALITY ASSURANCE

Quality assurance begins on day one and is a way of life at KBA. We hold regular coordination meetings with our consultants through all phases of the project. All consultants share access to a "live" three-dimensional Revit 3-D building model, so all are instantly aware of design updates, keeping the entire project team aware of each discipline's progress. As the design develops, updates to the design can be made immediately during live discussions, with multiple parties commenting on constructability and value management. This setting facilitates creative solutions and timely decisions from the entire project team working together efficiently and collaboratively.

At the end of each design phase, an independent peer review is conducted by a staff architect, not associated with the project, to provide an objective opinion on the thoroughness of the documents. Additionally, all documents are reviewed at the principal level before the project goes to bid. Fewer changes to construction documents result in fewer change orders, which helps keep the project on schedule and on budget.

COST EFFECTIVE DESIGN

The KBA team listens to your needs. We continuously challenge ourselves to develop creative, cost effective design solutions and dynamic environments that excite and inspire students and staff to immersive themselves in learning. We will collaborate with the City throughout the entire process to ensure all expectations are met prior to a shovel ever piercing the ground. Because of this approach, the following recent projects are an example of those completed on time and on budget:

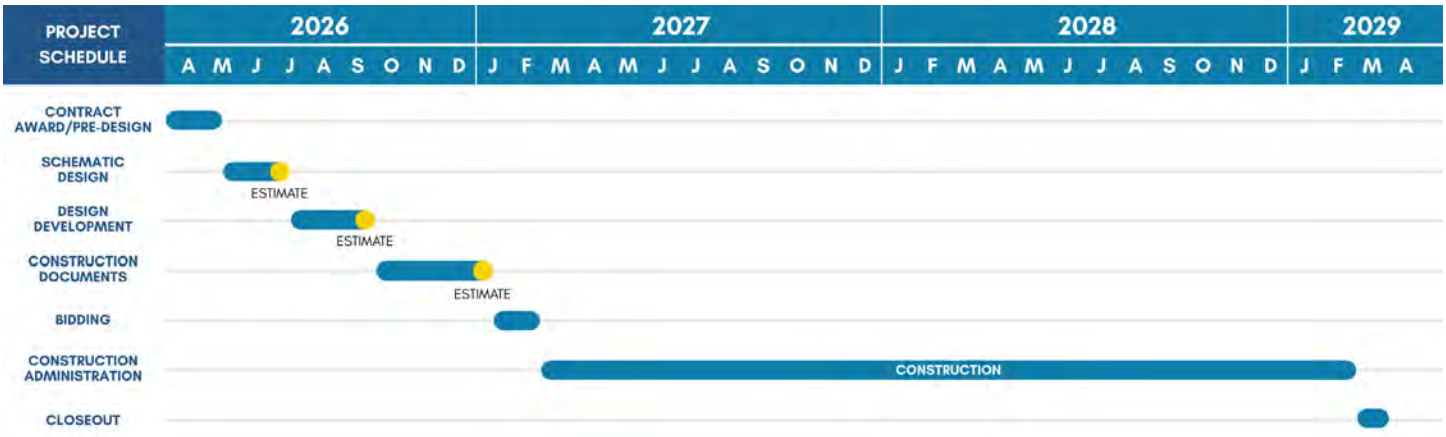
Moser School, Rocky Hill, CT
79,000 SF
Construction Cost: $31,000,000
Design Change Orders: <.01%

Naugatuck High School, Naugatuck, CT
342,021 SF
Construction Cost: $68,898,619
Design Change Orders: 0.0%
Bids received over $3,000,000 below estimate

Milestone construction cost estimates are developed throughout the design process, typically at the end of each design phase. As each estimate is developed, the entire team will review the total budget and if estimates exceed the budget, they will develop strategies to reduce costs. The project will not be permitted to proceed to the next phase without a resolution of the budget.

PROPOSED PRELIMINARY SCHEDULE*

*pending review and comment by Owner



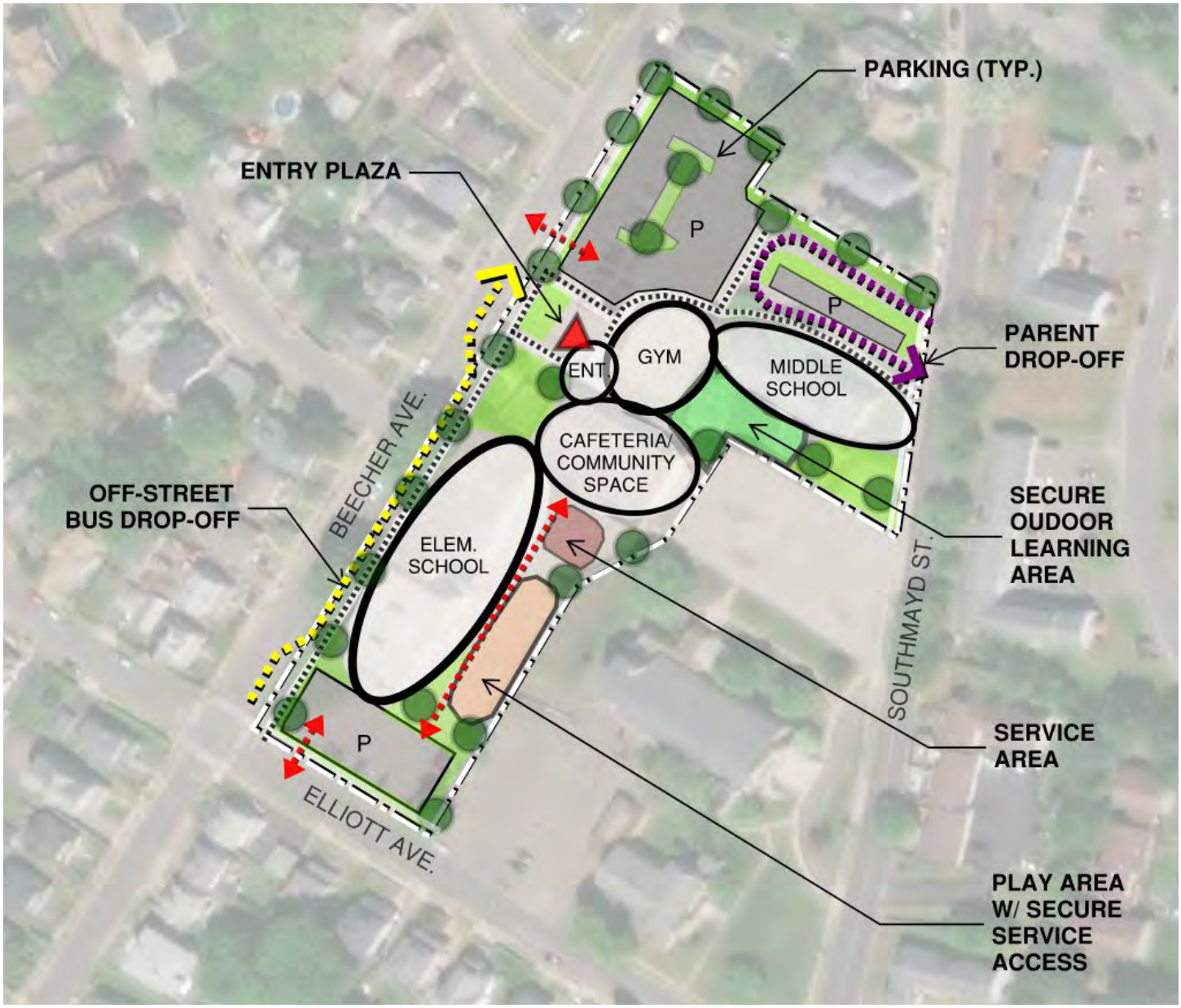
We are proud to state we have achieved all our scheduling goals, and we look forward to doing the same for you. We have weekly scheduling and coordination meetings to adjust staffing levels, if necessary, to meet all deadlines. Our extensive educational facility experience provides us the distinct advantage of recognizing potential issues and proactively seeking solutions to keep a project on schedule. Our team has the staff ready and available to begin this project immediately, and the capacity to meet your preferred timeline.

SERVICES EXPECTED OF THE CITY

As partners with the City on this important project, KBA's design team will collaborate closely on every aspect. KBA expects the following from the City of Waterbury:

- Existing Drawings / Digital Scanning
- Previous Reports
- Materials Testing / Special Inspections
- Traffic Studies
- CM Services if required
- OPM Services if required
- Clerk of the Works if Required
- Third Party Code Review for DAS
- Threshold Review
- Commissioning

Our dynamic and dedicated team is committed to excellence and looks forward to partnering with the City of Waterbury to make the Roberto Clemente International Dual Language School project a priority throughout every phase of design and construction, resulting in a vibrant and supportive school where students can learn, grow, and thrive.



The initial concept diagram for the PreK-8 unified campus proposal illustrates a thoughtfully organized environment designed to support students at every stage of their development. The layout highlights distinct learning zones for different age groups, each closely linked to shared resources, a secure and welcoming main entry plaza, and community amenities. This arrangement not only prioritizes safety and collaboration but also ensures flexibility, enabling the campus to adapt and grow alongside the district's evolving needs. The cohesive structure encourages interaction while maintaining clear boundaries, fostering an atmosphere that nurtures both academic and social growth.

A school construction project provides an opportunity to ensure appropriate relationships and adjacencies to facilitate 21st century education. KBA's approach ensures that planners and design team members understand the pedagogical approach to your school and can provide low cost changes of use in existing spaces. The needs of today's students for social emotional and intervention services has evolved and proximity to spaces to serve these spaces from the classroom environment can maximize engagement and inclusion.

At the Roberto Clemente International Dual Language School, attention to language and culture is paramount to serving the students. KBA's commitment to understanding the pedagogical approach as well as the unique needs of this student body will provide insight into these strategic relationships of spaces.

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6 SUPPLEMENTAL INFORMATION

FAILURE TO COMPLETE WORK, DEFAULT, AND LITIGATION

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

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

3. **Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.**
   Yes

   Please see response to Question 5 below.

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

5. **Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.**
   Yes

   Kaestle Boos Associates, Inc. (the "Company") is involved in various legal actions in the normal course of its activities. Although the ultimate outcome of any particular matter is not determinable at this time, after taking into consideration advice of legal counsel, the Company believes that the resolution of these pending matters will not have a material adverse effect, individually or in the aggregate, upon the operations of the Company, or affect our organizations ability to perform this agreement.

   Past claims under professional liability insurance are confidential. If requested, the Company could provide a professional liability litigation history summary to the Owner at the time that contract negotiations commence.

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

7. **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

EXCEPTIONS AND ALTERNATIVES

Kaestle Boos Associates, Inc. has no exceptions or alternatives to any requirement in the RFP.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Smith Brothers Insurance, LLC 68 National Drive Glastonbury, CT 06033	PHONE (A/C, No, Ext): (860) 652-3235	FAX (A/C, No): (860) 652-3236
	E-MAIL ADDRESS: GeneralMailbox@SmithBrothersUSA.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Company	30104
INSURER B : Nutmeg Insurance Company	39608
INSURER C : Hartford Ins Group - DBC	00914
INSURER D : XL Specialty Insurance Co	37885
INSURER E :	
INSURER F :	

INSURED

Kaestle Boos Associates, Inc.
416 Slater Road
New Britain, CT 06053

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			02SBWBK9LM7	10/15/2025	10/15/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Valuable Papers	$ 500,000
B	AUTOMOBILE LIABILITY			02UEGBD7643	10/15/2025	10/15/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			02SBWBK9LM7	10/15/2025	10/15/2026	EACH OCCURRENCE	$ 9,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 9,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			02WEGBK9LTG	10/15/2025	10/15/2026	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab.			DPR5052898	1/25/2026	1/25/2027	Each Claim	5,000,000
D	Retro Date 1/25/1966			DPR5052898	1/25/2026	1/25/2027	Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED. THIS LIMIT WILL BE REDUCED BY PAYMENTS OF CLAIMS AND EXPENSES. THIS INSURANCE IS NOT FOR A SPECIFIC PROJECT. 30 DAY NOTICE OF CANCELLATION APPLIES AS PER POLICY FORMS.

CERTIFICATE HOLDER

For Proposal

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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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

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City [X]

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2026)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City [X]

(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

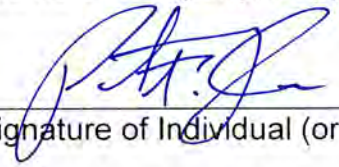
1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

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.

Kaestle Boos Associates, Inc.
(Name of Company, if applicable)



Signature of Individual (or Authorized Signatory)

3/9/2026
Date

Paul Dominov, AIA | Principal
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: Kaestle Boos Associates, Inc.
416 Slater Road
New Britain, CT 06053

Print Name and Title of Authorized Representative: Paul Dominick, AIA | Principal

Signature of Authorized Representative:

Date: 3/9/2026

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

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

1. I am the ***owner, partner, officer, representative, agent or*** Principal of Kaestle Boos Associates, Inc. (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

_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.

_X_ 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

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

__X__ 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): see attached for additional names

	Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	Paul Dominov	Principal-in-Charge	Kaestle Boos Associates, Inc.	Architect	6/25/1967
2	Scott Mangiagle	Project Manager	KaestleBoos Associates, Inc.	Architect	6/5/1970
3	Lance Green	Project Architect	Kaestle Boos Associates, Inc.	Architect	12/6/1990
4	Eric Roise	Landscape Architect	Kaestle Boos Associates, Inc.	Landscape	4/9/1965

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): NONE

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) : NONE

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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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	Brian Solywoda	President | CEO	2/24/1959	ESOP
2	Nicole Green	Vice President. Secretary	10/2/1979	ESOP
3	Paul Dominov	Vice President	6/25/1967	ESOP
4	Todd Costa	Vice President	2/25/1976	ESOP

(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): NONE

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: 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

4. con't

List of names of persons affiliated with the business of the Contractor.

	Name	Title	Affiliated Company	Service	DOB
5.	Seunghwan Lee	Project Designer	Kaestle Boos Associates, Inc.	Architect	10/24/1973
6.	Danielle Moore	Interior Designer	Kaestle Boos Associates, Inc.	FF&E	7/25/1988
7.	Kate Jessup	Ed Planner	Kaestle Boos Associates, Inc.	Architect	1/22/1983
8.	Jennifer Mangiagli	OGA Specialist	Kaestle Boos Associates, Inc.	Architect	7/8/1975

Signature: _____ Date: 3/11/2026

Notary

State of Connecticut)

) SS

County of Hartford)

Paul Dominov being duly sworn,

deposes and says that he/she is Principal of Kaestle Boos Associates, Inc. and

that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 11th day of March 2026.

_____

(Notary Public) Jill Farina

My Commission Expires: 12-31-2028

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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

Paul Dominov
Name of Corporate Signatory

416 Slater Road, New Britain, CT 06053
Address of Business

Affix
Corporate
Seal

By: Nicole Green
Name of Authorized Corporate Officer

Its: Vice President/Principal
Title

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

State of Connecticut)

) SS

County of Hartford)

Paul Dominov being duly sworn,

deposes and says that he/she is Principal of Kaestle Boos Associates, Inc. and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 11th day of March 2026.

Jill Farina (Notary Public)

My Commission Expires: 12-31-2028

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 2/19/2026 4 _____

2 3/2/2026 5 _____

3 _____ 6 _____

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

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

06-0866741
Social Security Number
or Federal Identification Number

Kaestle Boos Associates, Inc.
Signature of Individual or Corporate Name
Incorporated in State of Connecticut

Corporate Officer
(if applicable)

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

Name Paul Dominov
By: Principal
(Title)
Business Address: 416 Slater Road, New Britain, CT 06053
(City, State, Zip Code)

Phone: (860) 259-1739
Email: pdominov@kba-architects.com
Date: 3/11/2026

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.

AUTHORIZATION OF REQUEST FOR INFORMATION

Kaestle Boos authorizes that the City of Waterbury can request verification of information included in the RFQ response from any persons, firms or corporations included in the submission.

This page intentionally left blank.



416 Slater Road, New Britain, CT 06053
Phone: 860-229-0361 • Fax: 860-229-5303
Additional offices located in Boston & Foxborough, Massachusetts and Rhode Island
Email: kba@kba-architects.com • Web: www.kba-architects.com

REQUEST FOR PROPOSAL #8716
BY
THE CITY OF WATERBURY BOARD OF EDUCATION
FOR
Design Services Clemente School Renovation

ATTACHMENT E

Price Proposal

(Must be submitted as part of Proposal in a separate sealed envelope, marked "Confidential: Price Proposal.")

Date: 3/30/2026

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,

Kaestle Boos Associates, Inc.
(Print or Type Company/Corporate Name)

416 Slater Road, New Britain, CT 06053
(Print or Type Business Address)

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

[Proposal continued on following page(s)]

	RFP# 8716 Design Services Clemente School Renovation		
	DESCRIPTION	**COST IN WORDS**	**COST IN NUMBERS**
40%	Pre-Design/Schematic Design/Design Development	Four Hundred Nine Thousand Two Hundred Sixty-Two Dollars and Zero Cents	$ 409,262.00
35%	Construction Documents	Three Hundred Fifty-Eight Thousand One Hundred Four Dollars and Zero Cents	$ 358,104.00
5%	Bid Support	Fifty One Thousand One Hundred Fifty-Eight Dollars and Zero Cents	$ 51,158.00
20%	Construction Administration & Project Closeout	Two Hundred Four Thousand Six Hundred Thirty-One Dollars and Zero Cents	$ 204,631.00
100%	**Total Design Fees for Project**	One Million Twenty-Three Thousand One Hundred Fifty-Five Dollars and Zero Cents	**$** 1,023,155.00

06-0866741
Social Security Number
or Federal Identification Number

Signature of Individual or
Corporate Name

Kaestle Boos Associates, Inc.
Company Name

Paul Dominov
Corporate Officer
(if applicable)

By: Principal
(Title)

416 Slater Road
(Business Address)

New Britain, CT 06053
(City, State, Zip Code)

Date: 3/30/2026

Email: pdominov@kba-architects.com

END OF ATTACHMENT E

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

February 19, 2026

RFP 8716 Design Services for Renovations to the Roberto Clemente Int'l Dual Language School

Please Be Advised:

1. All Proposers are hereby notified that this Addendum No. 1 shall be part of the Contract Documents for the above referenced **RFP #8716**.
2. This Addendum amends or supplements the RFP Documents. All provisions which are not so amended or supplemented remain in full force and effect.
3. Each Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form (see Attachment C). Failure to do so may subject the Proposer to disqualification.

The Contract Documents are hereby amended as follows:

> **NOTE:** The Mandatory Information Session has been moved to Tuesday, February 24, 2026 at 9:00AM, due to the weather forecast for Monday.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

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

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #2

March 2, 2026

RFP 8716 Design Services for Renovations to the Roberto Clemente Int'l Dual Language School

Please Be Advised:

1. All Proposers are hereby notified that this Addendum No. 2 shall be part of the Contract Documents for the above referenced **RFP #8716**.
2. This Addendum amends or supplements the RFP Documents. All provisions which are not so amended or supplemented remain in full force and effect.
3. Each Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form (see Attachment C). Failure to do so may subject the Proposer to disqualification.

Please refer to the questions and answers below.

Question: We are interested in submitting a proposal for this project. However, The City of Waterbury's standard Professional Services Agreement that we are required to accept without modifications poses significant risks to our and our consultants' business. Of specific concern are sections §3.5, §5.1, §5.2, and §8.1, which require us to broadly accept open-ended liabilities not covered by Professional Liability Insurance, exposing us to unlimited financial risk. Would the City consider waiving the requirement to accept the standard contract and allow for negotiations to occur with the selected proposer?
Answer: No. The provisions are required by the City and not to be modified.

Question: Is HazMat by the City or should we include them on our team?
Answer: Include HAZMAT.

Question: Is a Phase I required of the design team of will the City perform this?
Answer: Define phase 1. We are looking for a proposal of retrofit and expend current school .

Question: Will the building be occupied during construction?

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Answer: Yes . school will be operational during construction and effort will need to be put on correlating both tasks .

Question: Is the City or CM responsible for IAQ monitoring?
Answer: CM.

Question: Will there be a third party project manager for the project?
Answer: Yes. Not awarded yet.

Question: Has there been a Facilities Condition Assessment done of the existing buildings?
Answer: Yes. SLAM files .

Question: How far has the project gone in the OGA process?
Answer: Start of the process falls on architect.

Question: Are there ed specs available?
Answer: Will be provided to winning party.

Question: Has there been a study/conceptual design done?
Answer: No.

Question: Has an Environmental Site Assessment (Phase 1) been done?
Answer: Please see the attached AHERA for the Convent Building; please be aware, we did go above and beyond with the survey testing to allow for work activities within the building. However, please do note that should the district decide to demolish the structure instead of renovating it, some supplemental NESHAP testing of inaccessible materials will need to be done prior to that work (Inaccessible materials noted within the limitations of this document).

Question: Can you share a plan that shows the extents of the site(s) owned by the City?
Answer: We do not have site plans .

Question: Does the school intend to re-use the church space as part of this project or in the future?
Answer: No it will not .

Question: What is the decision-making process for the project? Is there a building committee formed for this project?
Answer: Proposals are reviewed by a Selection Committee who has the option to bring respondents in for an interview (or not). The Selection Committee may choose to award the project to the respondent they find most qualified to do the work. They also have the option not to award at all.

Question: Would you consider rescheduling the preproposal meeting for later in the week? We would very much like to attend, but we may not be able due to road conditions. / We understand that the mandatory pre-bid meeting for this project was held on 2/24 @ 9AM. We made every effort to have a senior representative attend the pre-bid, however, continued weather-related issues did not allow us to get someone to the site. Is it possible there will be a second pre-bid meeting, or the pre-bid meeting on 2/24 will be made non-mandatory?
Answer: Another pre-bid meeting will not be held for this RFP.

Question: The mandatory information session was held on February 24 at 16 Beecher Avenue in Waterbury, CT. Could you please advise how we may obtain a copy of the attendance sign-in sheet from that meeting?
Answer: Please see attached.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

Waterbury School District - Convent

Asbestos Hazard Emergency Response Act Management Plan Report and Operation and Maintenance Program

City of Waterbury
236 Grand Street, Waterbury, CT 06702

Prepared by:

SLR International Corporation

2 Commerce Drive, Suite 110, Bedford, New Hampshire, 03110

SLR Project No.: 144.021768.00001

July 16, 2025

Making Sustainability Happen

Limitations

The services described in this work product were performed in accordance with generally accepted professional consulting principles and practices. No other representations or warranties, expressed or implied, are made. These services were performed consistent with our agreement with our client. This work product is intended solely for the use and information of our client unless otherwise noted. Any reliance on this work product by a third party is at such party's sole risk.

Opinions and recommendations contained in this work product are based on conditions that existed at the time the services were performed and are intended only for the client, purposes, locations, time frames, and project parameters indicated. The data reported and the findings, observations, and conclusions expressed are limited by the scope of work. We are not responsible for the impacts of any changes in environmental standards, practices, or regulations subsequent to performance of services. We do not warrant the accuracy of information supplied by others, or the use of segregated portions of this work product.

Although SLR's intent was to conduct an evaluation of the facility targeting suspect ACM, it is important to note that we cannot guarantee that all ACM, or other potentially hazardous materials within the surveyed areas, have been identified. Building areas, systems, structural components, or surfaces that could not be observed because a space was unsafe or impractical to demolish, disassemble, or remove systems or coverings; or because a person could not physically enter or observe the area or component were not surveyed.

Though AHERA inspections do not satisfy EPA renovation/demolition requirements, SLR did sample a limited number of suspect materials for general NESHAP compliance. Any suspect material must be assumed to contain asbestos unless sample results prove otherwise. A through NESHAP survey will still be required prior to any disturbance of materials not previously sampled.

The following inaccessible areas may have materials that contain asbestos, and testing must be conducted by a licensed asbestos inspector prior to any disturbance:

- Behind wall/ceiling and floor cavities
- Inside heating, ventilating, and air conditioning (HVAC) mechanical equipment
- Inside operational electrical equipment
- Inside boiler equipment, et al.

Exterior materials that are not under a porta-walkway (*i.e.,* roofs, windows/doors, below-grade, etc.) are outside the scope of AHERA. However, SLR collected several accessible exterior materials to generally comply with NESHAP.

No investigation can be thorough enough to exclude the presence of hazardous materials at a given site. If hazardous conditions have not been identified during the assessment, such a finding should not therefore be construed as a guarantee of the absence of such materials on the site, but rather as the result of the services performed within the scope, practical limitations, and cost of the work performed.

Environmental conditions that are not apparent may exist at the site. Our professional opinions are based in part on interpretation of data from a limited number of discrete sampling locations and therefore may not be representative of the actual overall site environmental conditions.

A condition assessment of non-ACMs is not required in accordance with AHERA regulations.

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Appendices

Appendix A Periodic Surveillance
Appendix B Operation and Maintenance Program

Acronyms and Abbreviations

ACBM	asbestos-containing building materials
ACM	Asbestos-Containing Materials
AFD	Asbestos filtration device
AHERA	Asbestos Hazard Emergency Response Act
APF	Assigned protection factor
APR	Air-Purifying Respirator
CFM	cubic feet of air per minute
CFR	Code of Federal Regulations
CIH	Certified Industrial Hygienist
COC	chain of custody
CTDPH	Connecticut Department of Health
DP	Designated Person
EPA	Environmental Protection Agency
f/cc	Fibers per cubic centimeter
HA	Homogenous Area
HEPA	high efficiency particulate air
HMFH	HMFH Alexander Architects, Inc.
HVAC	heating, ventilating, and air conditioning
IEE	Institute for Environmental Education
LEA	Local Education Agency
MUC	Maximum Use Concentration
NESHAP	National Emission Standards for Hazardous Air Pollutants
NIOSH	National Institute for Occupational Safety and Health
O&M	Operations and Maintenance
OSHA	Occupational Safety and Health Administration
PACM	presumed asbestos-containing material
PAPR	powered air-purifying respirator

PCM	phase contrast microscopy
PLM	Polarized light microscopy
PEL	Permissible exposure limit
Poly	Polyethylene sheeting
S/mm^2	structures per square millimeter
SDS	safety data sheets
SEM	Scanning electron microscopy
SLR	SLR International Corporation
SSSD	Small-scale, Short-duration Activities
TEM	Transmission Electron Microscopy
TSI	Thermal system insulation
TWA	time-weighted average

Definitions

Abatement (asbestos) – The removal, encapsulation, enclosure, or repair of asbestos-containing materials.

Acoustical material – Material often containing asbestos, perlite, vermiculite, etc., applied to ceilings or walls to dampen sound.

Actinolite – One of six naturally occurring asbestos minerals. It is not normally used commercially.

Acute – A condition of rapid onset and short, severe course.

Addenda – Changes made to working drawings and specifications for a building before the work is bid.

Adequately wetted – Sufficiently mixed or coated with water or an aqueous solution to prevent dust emissions.

Aggressive sampling – Sampling technique in which the person who is collecting the air sample blows walls, ceilings, and floors with at least a one-horsepower leaf blower before the sampling period to stir up settled dust or particulate matter. Stationary fans are used during sampling to maintain air circulation within the containment area. Aggressive sampling is designed to create a worst-case scenario for airborne fiber levels.

Airless sprayer – An airless sprayer suitable for application of an encapsulant or amended water wetting agent.

Airlock – A system for permitting the entering and exiting with minimum air movement between a contaminated area and the external environment.

Air monitoring – The collection of a known volume of air through a filter media for assessing airborne fiber concentrations.

Air plenum – Space above a ceiling used for the circulation of air through a building.

Air-Purifying Respirator (APR) – Respirator with an air-purifying filter, cartridge, or canister that removes specific air contaminants by passing ambient air through the air-purifying element.

Air samples – Samples of airborne fibers taken by drawing air through a filter to trap the airborne fibers. Analyzed by phase contrast microscopy (PCM) or transmission electron microscopy (TEM).

Algorithm – A formal numerical procedure for assessing suspect material; results are given a numerical score.

Amended water – Water to which a surfactant has been added to increase the ability of the liquid to penetrate asbestos-containing materials (ACM).

Amosite – An asbestiform mineral of the amphibole group. It is the second most commonly used form of asbestos in the U.S. Also known as brown asbestos.

Amphibole – One of the two major groups of minerals from which the asbestiform minerals are derived, distinguished by their chainlike crystal structure and chemical composition. Amosite and crocidolite are examples of amphibole minerals.

Anthophyllite – One of six naturally occurring asbestos minerals. It is of limited commercial value.

Area monitoring – Any form of air sampling for fiber concentration within an asbestos controlled area, outside the asbestos controlled area, or outside of the building that is representative of an airborne concentration of fibers within the breathing zone.

As-built drawings – Drawings and specifications that reflect the way a building was actually constructed.

Asbestos – A generic name given to a number of naturally occurring hydrated mineral silicates that possess a unique crystalline structure, are incombustible in air, and are separable into fibers. Asbestos includes the asbestiform varieties of chrysotile (serpentine), crocidolite (riebeckite), amosite (cummingtonite-grunerite), anthophyllite, actinolite, and tremolite.

Asbestosis – A scarring of the lungs caused by exposure to asbestos. Continued exposure may lead to degeneration of lung function and death.

Asbestos bodies – Coated asbestos fibers often seen in the lungs of asbestos-exposure victims

Asbestos-containing materials (ACM) – Materials composed of any type of asbestos in an amount greater than 1-percent asbestos.

Asbestos-containing building materials (ACBM) – Surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that are found in or on interior structural members or other parts of a school building (Asbestos Hazard Emergency Response Act (AHERA) definition).

Asbestos fibers – This extension refers to asbestos fibers having an aspect ratio of 3:1 and longer than 5 micrometers in length (National Institute for Occupational Safety and Health (NIOSH) 7400 method).

Asbestos filtration device (AFD) – Shall use high efficiency particulate air (HEPA) filtration systems.

Asbestos Management Plan – A document to assist in administering the asbestos programs in a facility.

Assigned protection factor (APF) – Workplace level of respiratory protection that a respirator or class of respirators is expected to provide to employees when the employer implements a continuing, effective respiratory protection program as specified by Occupational Safety and Health Administration (OSHA) (29 Code of Federal Regulations (CFR) 1910.134).

Baker's scaffolding – Scaffolding with partial or complete polyethylene sheeting (poly) containment with HEPA filtration unit capable of exhausting 300 to 600 cubic feet of air per minute (CFM).

Breeching – A duct that transports combustion gases from a boiler or heater to a chimney or stack. Also called a flue.

Bulk samples – Samples of bulk material, in the case of asbestos, suspect material

Certified Industrial Hygienist (CIH) – An industrial hygienist certified by the American Board of Industrial Hygiene.

Chain of custody (COC) – Formal procedures for tracking samples and ensuring their integrity

Change order – A change to construction documents after a contract for construction has been signed.

Change room – A component of a containment through which the worker enters and exits the work area.

Chronic – of long duration, continuing. Chronic exposure usually refers to exposure to an agent over a long time at low dose.

Chrysotile – White asbestos, fine silky fibers, flexible with high tensile strength.

Claims-made insurance – A form of insurance in which a claim is allowed only if the insurance is in effect when the claim is made, that is, when the injury or effect is observed.

Class I asbestos work – Activities involving the removal of thermal system insulation (TSI) and surfacing ACM and presumed asbestos-containing material (PACM).

Class II asbestos work - Activities involving the removal of ACM that are not TSI or surfacing material. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics.

Class III asbestos work – Repair and maintenance operations where ACM, including TSI and surfacing material, are likely to be disturbed.

Class IV asbestos work – Maintenance and custodial activities during which employees contact ACM and PACM and activities to clean up waste and debris containing ACM and PACM.

Clean room – An uncontaminated area or room that is a part of the worker decontamination chamber with provisions for storage of workers' street clothes and clean personal protective equipment.

Clearance air monitoring – Employing aggressive air sampling techniques in a previously contaminated area to check that airborne asbestos levels are at or below 0.01 fibers per cubic centimeter of air.

Code of Federal Regulations (CFR) – The codification of the regulations of federal agencies. The regulations are published in the *Federal Register*.

Competent person (asbestos) – In addition to the definition in 29 CFR 1926.32(f), one who is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure and who has the authority to take prompt corrective measures to eliminate them, as specified in 29 CFR 1926.32(f). In addition, for Class I and Class II work, a person who has completed a training course which meets the criteria of Environmental Protection Agency (EPA)'s Model Accreditation Plan (40 CFR 763) for supervisor, or its equivalent, or, for Class II and Class IV work, who has completed an operations and maintenance (O&M) course that meets EPA requirements [40 CFR 763.92(A)(2)].

Condition factors – Describe the physical condition of ACM.

Container – 6-mil polyethylene bags or 55-gallon barrels labeled with appropriate warning labels meeting OSHA requirements.

Contract document – Legally binding building drawings and specifications. Also called *construction documents.*

Contractor – The individual or business with which arranges to perform the asbestos abatement.

Control opinions – Methods of reducing or eliminating the exposure potential of asbestos containing materials, e.g., removal, enclosure, encapsulation, or operations and maintenance.

Corrective action – An activity undertaken to reduce or eliminate the exposure potential of ACM: enclosure, encapsulation, removal, or operations and maintenance.

Corrugated paper – A type of thermal insulation characterized by cardboard box-type corrugated paper wrapped around pipes or applied in sheets to boilers and tanks; usually contains asbestos woven in with paper.

Crawl space – The area of the building below the ground floor, but above the ground, often only a few feet high.

Critical barrier – Primary seal or barrier on all openings into adjacent areas including doors, vents, corridors, etc.

Crocidolite – Strongest of asbestos minerals also known as blue asbestos. An asbestiform mineral of the amphibole group. It is of minor commercial value in the U.S.

Damaged ACM – ACM which have deteriorated or sustained physical injury or where the ACM have delaminated from its bond to the substrate. Such damage or deterioration may be illustrated by the separation of ACM into layers; separation of ACM from the substrate; flaking, blistering, or crumbling of the ACM surface; water damage; significant or repeated water stains, scrapes, gouges, mars or other signs of physical injury on the ACM. Asbestos debris originating from the ACM in question may also indicate damage.

Demolition – The wrecking or removing of any building component, system, finish, assembly, or load-supporting structural member of a facility together with any related handling operations.

Doffing – The process of taking off personal protective equipment.

Donning – The process of putting on personal protective equipment.

Dose-response – The relationship between the amount of pollutant a person is exposed to (dose) and the increased risk of disease (effect). Usually the greater the dose, the greater the effect.

Electrical systems – The system of wires, lights, power generation equipment, and related facilities to produce, convey, and use electrical power in a building.

Emergency renovation – A renovation operation that was not planned but result from a sudden, unexpected event. This term includes operations necessitated by nonroutine failures of equipment.

Encapsulant – A liquid material which can be applied to asbestos-containing material which controls the possible release of asbestos fibers from the material either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant).

Encapsulation – The treatment of asbestos-containing material with an encapsulant that surrounds and embeds asbestos fibers in an adhesive matrix to prevent fiber release.

Enclosure – The construction of an airtight, impermeable, permanent barrier around asbestos-containing materials to control the release of asbestos fibers into the ambient air

Epidemiology – The study of causes, occurrence, and distribution of disease throughout a population.

Errors and omissions insurance – A type of insurance that protects professionals for mistakes they may make in contracted plans and recommendations.

Exposure – Contact with a hazardous substance by inhalation, ingestion, skin contact, or absorption.

Exposure monitoring – The sampling and analysis of air both inside and outside the work area to determine the degree of worker and resident exposure to airborne contaminants, often involving air sampling inside a worker's breathing zone.

Facility component – Any pipe, duct, boiler, tank, reactor, turbine, or furnace at or in a facility; or any structural member of a facility.

Fiber release episode – Any controlled or unintentional disturbance of ACM resulting in visible emissions.

Fibers per cubic centimeter (f/cc) – A measurement to express the concentrations of fibers in the air.

Fibrils – A small bundle of individual fibers.

Final cleaning – Final cleaning consists of a combination of wet wiping or HEPA vacuuming a previously contaminated area.

Fireproofing – Spray or trowel-applied fire-resistant materials.

Fit testing – The act of ensuring a respirator has a proper seal to the wearer's face and works properly.

Fixed objects – A unit of equipment or furniture in the work area that cannot be moved from the work area.

Friable – Material that can be crumbled, pulverized, or reduced to powder by hand pressure, when dry.

Friable asbestos-containing material – Any material that contains more than 1 percent asbestos by weight and that can be crumbled, pulverized, or reduced to powder by hand pressure, when dry.

Full-body disposable suit – Disposable protective suits, e.g. Tyvek or approved equal

Functional spaces – Spatially distinct units within a building that contain identifiable populations of building occupants.

General liability insurance – A type of insurance that covers the insured for damage to property and person caused by his or her own negligence.

Glove bag technique – A method with limited applications for removing small amounts of friable asbestos-containing material from heating, ventilating, and air conditioning (HVAC) ducts, short piping runs, valves, joints, elbows, and other nonplanar surfaces in an uncontaminated work area. The glove bag assembly is a manufactured or fabricated device, typically constructed of 6-mil transparent polyethylene or polyvinyl chloride plastic, with two inwardly projecting long sleeves, rubber gloves, and internal tool pouch. The glove bag is constructed and installed in such a manner that it surrounds the object or material to be removed and contains the asbestos fibers released during the process.

Hazard – A circumstance, mechanism, or event that has the potential to create injury.

Hazardous waste – As defined in EPA regulations (40 CFR 261.3), *hazardous waste* is solid waste or a combination of solid wastes that because of its quantity; concentration; or physical, chemical, or infectious characteristics may cause or significantly contribute to increases in mortality; serious and irreversible, or incapacitating but reversible illnesses; or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed. As defined in the regulations, solid waste is hazardous if it meets one of four conditions: (1) exhibits a characteristic of hazardous waste (40 CFR



261.20 through 262.24); (2) has been listed as hazardous (40 CFR 261.31 through 261.33); (3) is a mixture containing a listed hazardous waste combined with a nonhazardous solid waste, unless the mixture is specifically excluded or no longer exhibits any of the characteristics of hazardous waste; or (4) is not excluded from regulation as hazardous waste.

Heating, ventilating, and air-conditioning (HVAC) system – The system of pipes, ducts, equipment (air conditioners, chillers, heaters, boilers, pumps, fans) used to heat, cool, move, and filter air in a building. HVAC systems are also known as mechanical systems.

HEPA filter – A high efficiency particulate air-purifying filter capable of removing particulate greater than 0.3 micrometers in diameter with 99.97% efficiency.

Homogeneous areas – An area that appears similar throughout in terms of color, texture, and date of material application.

Hudson sprayer – A manual, hand-held, pressure sprayer with water holding capacity of 2 to 3 gallons.

Inadvertent contamination – The disturbance of asbestos-containing products not caused intentionally by the parties involved in the project.

Indemnify – to pay for or pay back. Indemnification clauses in contracts are intended to cover the cost of judgments and/or legal defenses in the event of litigation.

Inspection – The process of locating ACM, determining its condition, and reporting the results.

Latency – Period of time between first exposure to a disease-causing agent and the appearance of the disease.

Local Education Agency (LEA) – Defined in Section 198 of the Elementary and Secondary Education Act of 1965; authority responsible for complying with AHERA.

Liability – Being subject to legal action for one's behavior.

Lung cancer – A malignant growth of tissue in the lungs, specifically of the bronchi covering.

Magnesia – A type of thermal insulation, generally white fibrous material formed into "I" shaped pieces or bricks; often contains asbestos.

Maximum Use Concentration (MUC) – Maximum atmospheric concentration of a hazardous substance from which an employee can be expected to be protected when wearing a respirator. It is determined by the APF of the respirator or class of respirators and the exposure limit of the hazardous substance. The MUC can be determined mathematically by multiplying the APF specified for a respirator by the required OSHA permissible exposure limit, short-term exposure limit, or ceiling limit.

Mechanical area – An area of building not normally accessed by the public containing air handling systems, air conditioners, heat exchangers, tanks, pipes, or other mechanical equipment.

Mechanical system – The heating, ventilation, air conditioning, and plumbing components of a facility.

Medical surveillance program – A program to ensure workers are physically and psychologically able to wear a respirator and perform asbestos activities.

Mesothelioma – A rare cancer of the lining around the lungs (pleura) or the abdomen (peritoneum). It is usually caused by exposure to asbestos.

Miscellaneous material – Interior building material on structural components, structural members, or fixtures, such as floor and ceiling tiles, and does not include surfacing material or thermal system insulation (AHERA definition).

Movable object – A piece of equipment or furniture in the work area that can be removed from the work area.

Mudded joint fittings – Plaster compound packed onto pipe joints and around valves, pumps, elbows, or tees for thermal insulation; often contain asbestos.

Negative air – A process by which air is continually removed from the work area to keep the air pressure in the work area less than the air pressure outside the work area.

Negative air pressure ventilation system – A portable exhaust system equipped with HEPA filtration and capable of maintaining a pressure differential whereas a negative pressure is created inside the containment area. It also serves to filter out airborne fibers inside the containment area.

Negative pressure respirators – Respirators that function by the wearer breathing in air through a filter.

Negative pressure fit check – A method of testing respirator fit in which the wearer covers the filters of a negative pressure APR and inhales to check for leaks around the face seal.

National Institute for Occupational Safety and Health (NIOSH) – The agency that sets standards for respirators and other protective equipment.

Occurrence insurance – A form of insurance in which a claim is allowed regardless of when the claim is filed. For asbestos insurance, the "occurrence" could be the time of first exposure.

Outside air – The air outside buildings and structures.

Packing – Material applied to tanks, boilers, ducts, or air handlers for thermal insulation; often contains asbestos.

Permissible exposure limit (PEL) – The maximum amount or concentration of a chemical that a worker may be exposed to under OSHA regulations.

PEL-excursion limit (EL) – No employee may be exposed above an airborne concentration of asbestos in excess of 1.0 fiber per cubic centimeter of air (1 f/cc) as averaged over a sampling period of 30 minutes [(29 CFR 1926.1101(c)(2)].

PEL-time-weighted average (TWA) limit – No employee may be exposed to an airborne concentration of asbestos in excess of 0.1 fiber per cubic centimeter of air as an 8-hour TWA [29 CFR 1926.1101(c)(1)].

Personal monitoring – Air sampling of asbestos fiber concentrations within the breathing zone of an abatement worker, thus measuring the worker's exposure to airborne fibers.

Phase contrast microscopy (PCM) – method of optical microscopy used to count fibers for determining airborne fiber concentrations in air samples. Results are reported in f/cc.

Physical assessment – Assessing suspect material to determine the current condition of the material and the potential for future disturbance.

Planned renovation – A renovation operation, or a number of such operations, in which the amount of friable asbestos material that will be removed or stripped within a given period of time can be predicted. Individual non-scheduled operations can be predicted to occur during a given period of time based on operating experience.



Plenum – A horizontal space designed to transport air in a building. Plenums are commonly the space between a dropped ceiling and the floor above.

Pleura – The membranes encasing each lung.

Plumbing system – The system of pipes, valves, fittings, and related components designed to convey liquid or gas fluids throughout a building. Some piping may also be part of the HVAC system.

Polarized light microscopy (PLM) – A method used to analyze bulk samples for the presence of asbestos in which the sample is illuminated with polarized light (light which vibrates in only one plane) and viewed under a light microscope.

Polyethylene sheeting (poly) – Plastic sheeting used as critical barriers and to cover walls and floors of the containment area; usually 6-mil thickness.

Positive pressure respirators – Respirators that function by blowing air or providing pressurized air to the wearer.

Positive pressure fit check – A method of testing respirator fit in which the wearer covers the exhalation valve of a negative pressure APR and exhales to check for leaks around the face seal.

Powered air-purifying respirator (PAPR) – full-face respirator with battery-powered fan unit capable of delivering 4 to 6 CFM to the facepiece that forces the ambient atmosphere through air-purifying elements to the inlet covering.

Preliminary air sampling – The method used to measure ambient airborne fiber concentrations inside and outside of the building prior to asbestos abatement work.

Presumed asbestos-containing materials (PACM) – Thermal systems insulation, surfacing material, and vinyl or asphalt floor covering found in buildings constructed no later than 1980.

Qualitative fit testing – Testing the fit of a respirator by a subjective evaluation for leaks around the face seal.

Quality assurance – A program for collecting and analyzing additional samples of suspect materials to check on the reliability of procedures.

Quantitative fit testing – Testing the fit of a respirator by calculating concentrations of contaminants inside and outside the mask. This requires the use of testing instruments.

Rales – Cracking sounds in the lower half of the lung; symptomatic of progressing asbestosis.

Regulated areas – Areas where fiber levels exceed OSHA's PEL.

Reinspection – A periodic re-evaluation of the ACM over a regular time period.

Removal – The stripping of any asbestos-containing materials from surfaces or components of a facility.

Renovation – Altering in any way, one or more facility components, excluding demolition.

Repair – Encapsulation or restoration of the integrity of the outer protective covering of asbestos-containing materials. This would result in a nonfriable condition of the materials.

Respiration – The exchange of gases in the lungs.

Respiratory protection program – A set of procedures and equipment required by OSHA if employees wear respiratory protection or if fiber levels are above the PEL.



Respiratory tract – The organs of the body that convey air to the blood, allow exchange of gases, and remove carbon dioxide.

Response action – Any work operation involving the disturbance of more than three linear feet of friable asbestos on or in pipes, ducts or wires or more than three square feet of friable asbestos on or in structures or components other than pipes, ducts or wires.

Routine maintenance area – An area, such as a boiler room or mechanical room, not normally frequented by the public in which maintenance employees or contract workers regularly conduct maintenance activities.

Salient – A limited area of significantly different material condition within a homogeneous area.

Scanning electron microscopy (SEM) – A method to analyze air samples for the presence of asbestos.

Serpentine – One of the two major groups of minerals from which the asbestiform minerals are derived, distinguished by their tubular structure and chemical composition. Chrysotile is a serpentine mineral.

Service personnel – People engaged in repair, maintenance, and/or custodial activities.

Shop drawings – Detailed drawings of selected items used in the construction of a building.

Significantly damaged friable surfacing material – Friable surfacing (miscellaneous) ACM in a functional space where damage is extensive and severe (AHERA definition).

Small-scale Asbestos Project – Any work operation involving the disturbance of:

- (a) three or fewer linear feet of friable asbestos on or in pipes, ducts or wires; or
- (b) three or fewer square feet of friable or non-friable asbestos on or in structures or components other than pipes, ducts or wires.

Small-scale, Short-duration Activities (SSSD) – Repairs, involving encapsulation, enclosure, or removal, to small amounts of friable ACM only if required in the performance of emergency or routine maintenance activity and not intended solely as asbestos abatement. Such work may not exceed amounts greater than those which can be contained in a single prefabricated mini-enclosure. Such an enclosure shall conform spatially and geometrically to the localized work area, in order to perform its intended containment function. SSSD includes tasks such as, but not limited to:

- Removal of asbestos-containing insulation on pipes;
- Removal of small quantities of asbestos-containing insulation on beams or above ceilings;
- Replacement of an asbestos-containing gasket on a valve. Installation or removal of a small section of drywall;
- Installation of electrical conduits through or proximate to asbestos-containing materials;
- Removal of small quantities of ACM only if required in the performance of another maintenance activity not intended as asbestos abatement;
- Removal of asbestos-containing thermal system insulation not to exceed amounts greater than that which can be contained in a single glove bag;
- Minor repairs to damaged thermal system insulation which do not require removal; or

- Repairs to a piece of asbestos-containing wallboard.

Specifications – A written set of standards, procedures, and materials for the construction of a building.

Structural system – The system of beams, walls, piers, and such items that supports a building.

Submittals – Drawings or descriptive literature such as operating manuals transmitted to the building owner upon construction completion.

Surfacing material – Material in a building that is sprayed on, troweled on, or otherwise applied to surfaces, such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, or other purposes (AHERA definition).

Surfactant – A chemical wetting agent, typically one part (50%) polyoxyethylene ether to one part (50%) polyoxyethylene ester, or equivalent, mixed with water to provide a concentration of 1 ounce surfactant to 5 gallons of water.

Symbols – Drawn figures that represent real objects. Symbols are the shorthand of architectural and mechanical drawings.

Synergistic – The combination of two effects, which is greater than the sum of the two independent effects.

Tape – Capable of sealing seams of adjacent sheets of poly and for attaching poly to finished/unfinished surfaces and capable of adhering under both dry and wet conditions, including amended water.

Transmission electron microscopy (TEM) – A method to analyze air samples or bulk samples for the presence of asbestos. Results are reported in structures per square millimeter (S/mm^2).

Thermal system insulation (TSI) – Insulation found on pipes, hot water tanks, boilers, breeching, heat exchangers, etc.

Tort – A legal wrong, sometimes referred to as negligence.

Tradesmen – People engaged in a construction trade, i.e., electricians, plumbers, carpenters, painters, etc.

Transite – A trade name for asbestos cement wallboard and pipe.

Tremolite – One of six naturally occurring asbestos minerals. Tremolite has few commercial uses.

Time weighted average (TWA) – An average concentration of material over a set period of time.

Tyvek – Brand name for a disposable clothing worn during asbestos work.

Vacuum – Dry vacuum or combination wet/dry vacuum equipped with HEPA filter.

Visible emissions – Emissions containing particulate matter that are visually detectable without the aid of instruments. This does not include a condensed uncombined water vapor.

Washroom – A room between the work area and the holding area where equipment or waste containers are wet wiped or HEPA vacuumed prior to transfer to the holding area.

Water filtration system – Water-filtering system capable of trapping and retaining fibers greater than 5 micrometers in length.

Wetting agent – see Surfactant.

Wet cleaning – A cleaning technique where the material is kept wet. Wet towels or mops are used to reduce the potential for material becoming airborne.

Wet-wipe – The process of eliminating asbestos contamination from building surfaces and objects by wiping surfaces with cloths, mops, or other cleaning utensils, which have been dampened with water. Afterwards, cleaning items are decontaminated or disposed of as asbestos-contaminated waste.

Work area – A contained work area that has been sealed and equipped with a decontamination chamber system and engineering controls.

Work drawings – A set of drawings that reflect the intended construction and appearance of the building; also known as building plans.

Wrapped paper – A type of thermal insulation characterized by layers of kraft paper wrapped around pipes. There is usually a layer of woven asbestos paper or tar paper imbedded with asbestos.

LEA Statement and Acceptance

In accordance with 19a-333 and 40 CFR 763, the LEA must ensure that the Designated Person has received proper training to carry out all duties as stated in the AHERA regulation. Furthermore, all response actions including removal, encapsulation, enclosure, or repair, other than small-scale/short-duration repairs, shall be designed and conducted by persons accredited to design and conduct response actions.

The AHERA regulation requires that the following information be provided and entered on this page by the LEA.

This LEA has accredited personnel on staff to carry out response actions.

YES ___ NO ___

Statement of Designated Person (DP) Training

Name: _____

Address: _____

Telephone #: _____

Training Course Name: _____

Date of Training: _____

Hours of Training: _____

As a representative of this LEA, I accept this management plan and agree to implement and carry-out all provisions of this plan in accordance with 19a-333 and 40 CFR 763.

Name of Authorized Person: _____

Signature of Authorized Person: _____

Date: _____

1.0 Local Education Agency (LEA) Summary

In accordance with CT Department of Public Health (CTDPH) delegation from Environmental Protection Agency (EPA) effective October 24, 1998, published in the Federal Register on Tuesday, October 27, 1998, schools subject to Asbestos Hazard Emergency Response Act (AHERA) must comply with 19a-333.

The 19a-333 regulation requires the LEA to develop an asbestos management plan for each school building under its administrative control or direction. The management plan must be developed by an accredited asbestos Management Planner.

Some of the major components required in the management plan include:

- A description of the results from inspections and re-inspections
- A plan for periodic surveillance
- Documentation of response actions

Each LEA is required to maintain a copy of the management plan in its administrative office, and each school is required to maintain a copy of the school's management plan in the school's administrative office. These plans are to be made available for inspection by the public without cost or restriction.

The regulation further requires that the LEA make an evaluation of the resources needed to complete response actions successfully and to carry out re-inspections, operations, and maintenance activities, periodic surveillance and training, or any other associated costs needed to implement the management plan.

AHERA regulation is very complex, requiring the compilation of enormous amounts of data to be presented in this report. The intent of this report is twofold: to assist in protecting human health and the environment and to maintain compliance with 40 CFR 763 and 19a-333. Every attempt has been made to present all information in an orderly, user-friendly format to make the accomplishment of these goals as efficient as possible.

This report uses a format that combines inspection data and management planner information on a single Homogenous Area (HA) findings page to provide comprehensive information about a given material.

Because this report is a living document, each LEA must maintain and update its management plans to reflect all changes in material condition that have taken place. Documentation should include the official appointment of a "Designated Person," all operations and maintenance (O&M) records, periodic surveillance records, inspection and reinspection records, all appropriate documentation for response action activities, annual dated notifications, and new employee and annual retraining records. All revisions and/or updates shall also be retained in the management plan. All of this information and any other information required by the AHERA regulation shall be retained by the LEA as part of the management plan.

1.1 History

"Asbestos" is a commercial term applied to a mineral fiber insulation containing amphibole or serpentine mineral fibers. While there are many asbestiform minerals found naturally, only two were widely used commercially, amosite and chrysotile. Several others such as tremolite, crocidolite, and actinolite can be found in building materials, but these occurrences are rare.

The insulation properties of asbestos are documented back to the period of the Roman Empire, derived from the Greek language known as the "miracle mineral" because of its softness, flexibility, and its ability to withstand heat. The Greeks used asbestos much like cotton, spinning and weaving it into cloth. Asbestos was not widely available until the late 1800s, when major deposits were found in Canada. Thereafter, asbestos was used to make thermal insulation for boilers, pipes, and other high-temperature applications and was also used as a fireproofing and reinforcement material. During World Wars I and II, the military used asbestos extensively on ships and other applications. Commercial usages of asbestos in buildings increased greatly thereafter, but growing concerns about health risks associated with asbestos exposure resulted in a voluntary reduction in the use of asbestos beginning in the 1970s. Since it is a mineral, crude asbestos is mined from rock quarries along with talc and chalk products. Large asbestos mines were operated at length in Africa and North America, most notably in Vermont, New Hampshire, and Maine. Some asbestos mines are still in operation in Canada, not far from Montreal. However, the dangers of asbestos materials as carcinogens are now well documented and recognized, and use of asbestos in building materials has been banned by the EPA as of 1978.

In the twentieth century, asbestos was widely used as insulation on boilers and heating pipes, valves, and pipe elbows. This type of asbestos-containing building material is now referred to as thermal system insulation. Asbestos was also widely used as a spray-on fireproofing material applied to structural members of buildings. Asbestos fireproofing was also sometimes troweled onto ceilings as a finishing plaster. This material served two purposes; it provided a fireproofing agent and was easily formed to provide easy sculpting of elaborate ceiling structures. This "troweled-on" or "sprayed-on" material is now referred to as surfacing material.

Asbestos has also been found in many other products such as ceiling tiles; roofing felts; exterior siding and roofing shingles; gypsum wallboard; flue cements; vinyl floor tiles; window putty; some joint compounds; mastic compounds that hold chalkboards, wall/ceiling paneling, and mirrors onto walls; and many more products. Unfortunately, the analytical procedures that are used to detect asbestos in bulk samples of suspect material are not effective in identifying asbestos in some of these products. Therefore, if the accredited inspector suspects some materials to contain asbestos, that inspector may assume that the material is an asbestos-containing material as described in the AHERA regulations.

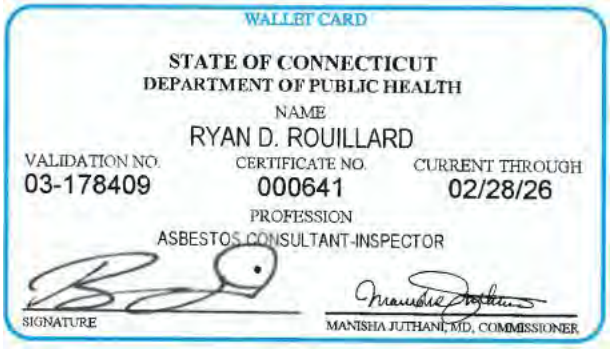
These assumed materials must not be subjected to any procedure that would cause them to produce a dust unless the area where this work is being performed is under a full containment as described elsewhere in this report.

2.0 Inspector Certification

The inspector signature below certifies that the facility was reinspected and reassessed in accordance with 40 CFR 763 and 19a-333.

Inspector:	Ryan Rouillard
State of Accreditation:	CT
Accreditation Number:	**R. Rouillard:** 24-5452-106-226296
Expiration Date:	**R. Rouillard:** 11/18/2025
State License:	CT
State License Number:	**R. Rouillard:** 641
Expiration Date:	**R. Rouillard:** 02/28/2026

R. Rouillard Signature: 


WALLET CARD

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME
RYAN D. ROUILLARD

VALIDATION NO. 03-178409
CERTIFICATE NO. 000641
CURRENT THROUGH 02/28/26

PROFESSION
ASBESTOS CONSULTANT-INSPECTOR

SIGNATURE

MANISHA JUTHANI, MD, COMMISSIONER

2.1 Inspection

The inspection process began with the inspector(s) meeting with Mike Konopka (Designated Person) to become familiar with the facility. The inspector did a complete building walk-through to determine if suspect ACBMs exist and the current condition.

The inspector performed a visual assessed the condition of suspect materials and determined that it was friable if it could be crushed, pulverized, or broken when subjected to hand pressure, therefore producing a dust.

Assessments included the following considerations:

1 Location and the amount of the material, both in estimated quantity and as a percentage of the functional space;

2 Condition of the material, specifying:

- Type of damage or significant damage (e.g., flaking, blistering, water damage, or other signs of physical damage)
- Severity of damage (e.g., major flaking, severely torn jackets, as opposed to occasional flaking, minor tears to jackets)
- Extent or spread of damage over large areas or large percentages of the homogeneous area

3 Whether the material is accessible;

4 The material's potential for disturbance;

5 Known or suspected causes of damage or significant damage (e.g., air erosion, vandalism, vibration, water); and

6 Preventive measures which might eliminate the reasonable likelihood of undamaged.

2.2 Asbestos Bulk Sampling Protocol

Table 1: Minimum Bulk Sampling Criteria and SLR Inspection Protocol

Type of Suspect Material	Minimum Sampling Criteria
Surfacing	Statistically random criteria/protocol (minimum of three samples; maximum of seven samples per each homogeneous material)
Thermal	Minimum of three samples per homogeneous area of suspect material
Miscellaneous	Minimum of two samples per homogeneous area of suspect material since potential for nonuniform mixture is relatively slight

3.0 Management Planner Certification

In accordance with 40 CFR 763.88 and 19a-333, the Management Planner reviewed the results of the reinspection for ACBM present within the facility. The recommendations are based on the professional judgment of the Management Planner and the inspector(s) comments concerning material condition and potential for disturbance.

I hereby certify that all Management Planner components contained in this report were completed in accordance with 40 CFR 763.93 and 19a-333.

Management Planners: Ryan Rouillard

State of Accreditation: CT

Accreditation Numbers: **R. Rouillard:** 24-5458-136-226296

Expiration Date: **R. Rouillard:** 11/18/2025

State Licenses: CT

State License Numbers: **R. Rouillard:** 312

Expiration Dates: **R. Rouillard**: 02/28/2026

R. Rouillard Signature: 


WALLET CARD

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME
RYAN D ROUILLARD

VALIDATION NO. 03-178408
CERTIFICATE NO. 000312
CURRENT THROUGH 02/28/26

PROFESSION
ASBESTOS CONSULTANT-INSP/MGMT PLANNER

SIGNATURE

MANISHA JUTHANI, MD, COMMISSIONER

Table 2: Summary of AHERA Management Plan Operation and Maintenance Program

Item	Estimated Cost	Schedule (complete by)				
6-Month Periodic Surveillance[1]	$5,000	12/2025	6/2026	12/2026	6/2027	12/2027
Annual 2-Hour Asbestos Awareness Training[2]	$6,000	2025		2026		2027
3-Year AHERA Re-inspection[3]	$3,000	4/21/2028				

[1] Based on four 6-Month Periodic Surveillance at $1,000 each

[2] One 2-Hour Asbestos Awareness Training, at one location, at $2,000 per year

[3] Based on one 3-year AHERA reinspection and Management Plan update, with no sampling

3.1 Training of Workers

The local education agency shall ensure, prior to the implementation of the O & M.

provisions of the management plan, that all members of its maintenance and custodial staff (custodians, electricians, heating/air conditioning engineers, plumbers, etc.) who may work in a building that contains ACBM receive awareness training of at least two (2) hours, whether or not they are required to work with ACBM. New custodial and maintenance employees shall be trained within sixty (60) days after commencement of employment. Training shall include, but not be limited to:

- information regarding asbestos and its various uses and forms,
- information on the health effects associated with asbestos exposure,
- locations of ACBM identified throughout each school building in which they work,
- recognition of damage, deterioration, and delamination of ACBM,
- name and telephone number of the person designated to carry out general local education agency responsibilities under section 19a-333-2 of the regulations of Connecticut State Agencies and the availability and location of the management plan.

The local education agency shall ensure that all members of its maintenance and custodial staff who conduct any activities that will result in the disturbance of ACBM shall receive training described in subdivision (1) of this subsection and fourteen (14) hours of additional training. Additional training shall include, but not be limited to:

- descriptions of the proper methods of handling ACBM;
- information on the use of respiratory protection as contained in the EPA/NIOSH *Guide to Respiratory Protection for the Asbestos Abatement Industry*, September 1986 (EPA 560/OPTS-86-001), as amended, and other personal protection measures;
- the provisions of: this section and section 19a-333-8 of the regulations of Connecticut State Agencies, Appendices A, B, C, D to Subpart E of 40 CFR Part 763, EPA regulations contained in 40 CFR Part 763, Subpart G, and in 40 CFR Part 61, Subpart M, and OSHA regulations contained in 29 CFR 1926.58, as respectively amended; and
- hands-on training in the use of respiratory protection, other personal protection measures, and good work practices.

LEA maintenance and custodial staff who have attended a training program accredited under the EPA Model Accreditation Plan which includes as a minimum all of the training requirements listed in this section, shall be considered trained for the purposes of the section.

Certified training courses are provided by the following institution(s):

- Superior Industries LLC

  Southington, CT | (860) 628-6814

- Environmental Management & Geological Consultants, Inc.

  Derby, CT | (203) 924-9544

- Earth Environmental Consultants, LLC

  Norwalk, CT | (203) 831-8911

3.2 Annual Notifications

LEA shall notify in writing parents, teachers, and employee organizations of the availability of management plans and shall include in the management plan a description of the steps taken to notify such organizations, and a dated copy of the notification. In the absence of any such organizations for parents, teachers, or employees, the LEA shall provide written notice to that relevant group of the availability of management plans and shall include in the management plan a description of the steps taken to notify such groups, and a dated copy of the notification.

3.3 Recordkeeping

Records required under this section shall be maintained in a centralized location in the administrative office of both the school and the local education agency as part of the management plan. For each homogeneous area where all ACBM has been removed, the local education agency shall ensure that such records are retained for three (3) years after the next reinspection required under subdivision (1) of subsection (b) of section 19a-333-3 of the regulations of Connecticut State Agencies.

1 For each preventive measure and response action taken for friable and nonfriable ACBM and friable and nonfriable suspected ACBM assumed to be ACM, the local education agency shall maintain as part of the management plan the following:

- a detailed written description of the measure or action, including methods used, the location where the measure or action was taken, reasons for selecting the measure or action, start and completion dates of the work, names and addresses of all contractors involved, and if applicable, their state of accreditation, and accreditation numbers, and if ACBM is removed, the name and location of storage or disposal site of the ACM;
- the name and signature of any person collecting any air sample required to be collected at the completion of certain response actions specified by subsection (h) of section 19a-333-7 of the regulations of Connecticut State Agencies, the locations where samples were collected, date of collection, the name and address of the laboratory analyzing the samples, the date of analysis, the results of the analysis, the method of analysis, the name and signature of the person performing the analysis, and a statement that the laboratory meets the applicable requirements of subdivision (3) of subsection 19a-333-7 (h) of the regulations of Connecticut State Agencies.

For each person required to be trained under subdivisions (1) and (2) of subsection (a) of section 19a-333-9 of the regulations of Connecticut State Agencies, the local education agency shall record the person’s name and job title, the date that training was completed by that person, the location of the training, and the number of hours completed in such training.

For each time that periodic surveillance under subsection (b) of section 19a-333-9 of the regulations of Connecticut State Agencies is performed, the local education agency shall record the name of each person performing the surveillance, the date of the surveillance, and any changes in the conditions of the materials.

For each time that cleaning under subsection (b) of section 19a-333-8 of the regulations of Connecticut State Agencies is performed, the local education agency shall record the name of each person performing the cleaning, the date of such cleaning, the locations cleaned, and the methods used to perform such cleaning.

For each time that an operations and maintenance activity under subsection (c) of section 19a-333-8 of the regulations of Connecticut State Agencies is performed, the local education agency shall record the name of each person performing the activity, the start and completion dates of the activity, the locations where such activity occurred, a description of the activity including preventive measures used, and if ACBM is removed, the name and location of the storage or disposal site of the ACM.

For each time that major asbestos activity under subsection (d) of section 19a-333-8 of the regulations of Connecticut State Agencies is performed, the local education agency shall record the name and signature, state of accreditation, and if applicable, the accreditation number of each person performing the activity, the start and completion dates of the activity, the locations where such activity occurred, a description of the activity including preventive measures used, and if ACBM is removed, the name and location of the storage or disposal site of the ACM.

For each fiber release episode under subsection (e) of section 19a-333-8 of the regulations of Connecticut State Agencies, the local education agency shall record the date and location of the episode, the method of repair, preventive measures or response action taken, the name of each person performing the work, and if ACBM is removed, the name and location of the storage or disposal site of ACM.

3.4 Warning Labels

The local education agency shall attach a warning label adjacent to any friable or nonfriable ACBM or suspected ACBM assumed to be ACM located in routine maintenance areas (such as boiler rooms) at each school building. These labels shall be placed adjacent to the following locations:

1 Friable ACBM for which the response was any action other than removal, and

2 ACBM for which no response action was carried out.

- All labels shall be of large size and prominently displayed in readily visible locations so that persons may read the signs and take necessary protective steps before entering the area. All labels shall remain posted until the ACBM that is labeled is removed.
- The warning label shall read, in black print on a contrasting yellow background, as follows:

CAUTION: ASBESTOS. HAZARDOUS.

DO NOT DISTURB WITHOUT PROPER TRAINING AND EQUIPMENT.

The local education agency shall post these labels in a bilingual form whenever it determines that a significant student and/or employee population requires a translated format.

3.5 Contractor Information

Prior to any contractor initiating non-asbestos work activities at the site school building, the Asbestos Program Coordinator shall notify an authorized representative of the contracting firm of the presence, location, and quantities of ACM within the school building. The Asbestos Program Coordinator shall inform the contractor of the O&M program requirements, with particular emphasis on precautions to be taken not to disturb ACMs and reporting procedures to be used if additional ACM are discovered. The contractor shall ensure that the presence, locations, and quantities of ACM that may be encountered during its work in the building are

communicated to the contractor's employees. The contractor shall complete and sign an acknowledgment form stating that it has been informed of the ACM at the facility and of the O&M program requirements. If the contractor's work may disturb ACM, these ACM must be removed by the CT-licensed asbestos abatement contractor before the scheduled work activity is conducted. The contractor shall ensure compliance by its personnel with the school system's Asbestos Operations and Maintenance Program.

4.0 Building Data

Building Name: Convent

Address: 67 Southmayd Road

Square-Footage: 39,788

Inspection Date: June 20, 2025

This circa 1970 building is a two and a half-story structure with a precast concrete facade and pitched-roof system. Functional spaces include, but are not limited to, offices, bathrooms, mechanical spaces, storage, conference rooms, staircases, hallways, and kitchen. Accessible suspect materials include, but are not limited to, suspended ceiling tiles, 9-inch and 12-inch floor tile systems, gypsum and plaster wall/ceiling systems, carpets, various TSI systems, various cove base systems and brick and mortar system.

4.1 Summary of Sampled Suspect ACM

The below summary contains suspected ACM that were sampled and analyzed.

Table 3: Summary of Sampled Suspect ACM

Note: ND = No Asbestos Detected, POS = Positive Stop

Material Location Sampled	Material Description	Asbestos Content
Exterior - Decorative Windows	White Caulk (also on Basement Windows)	ND
Exterior - Decorative Windows	White Caulk (also on Basement Windows)	ND
Exterior - Decorative Windows	White Glaze	ND
Exterior - Decorative Windows	White Glaze	ND
Exterior - South/East Entry	White Textured Ceiling Paint	ND
Exterior - South/East Entry	White Textured Ceiling Paint	ND
Exterior - Side Windows (& Granite Sill to Wood Frame)	Replacement Glass Caulk	ND
Exterior - Side Windows (& Granite Sill to Wood Frame)	Replacement Glass Caulk	ND
Exterior - Wood Windows	White Glaze	ND

Material Location Sampled	Material Description	Asbestos Content
Exterior - Wood Windows	White Glaze	ND
1st Floor Interior - South Entry Foyer	**9”x9" Red Mottle Floor Tile**	**5.0%**
1st Floor Interior - Main Hallway(s)	9”x9" Red Mottle Floor Tile	POS
1st Floor Interior - South Entry Foyer [Same on Floor #2 (Except Hall)]	**9”x9" Gray Mottle Floor Tile**	**5.0%**
1st Floor Interior - Main Hallway(s) [Same on Floor #2 (Except Hall)]	9”x9" Gray Mottle Floor Tile	POS
1st Floor Interior - Office (adjacent to Chapel) [Same on Floor #2 (Except Hall)]	**9”x9" Green Mottle Floor Tile**	**5.0%**
1st Floor Interior - Office (adjacent to Chapel) [Same on Floor #2 (Except Hall)]	9”x9" Green Mottle Floor Tile	POS
9”x9" Red/Gray/Green Mottle Floor Tile 1st Floor Interior - South Entry [Same on Floor #2 (Except Hall)]	Black Mastic (assoc. w. 006, 007 & 008)	ND
9”x9" Red/Gray/Green Mottle Floor Tile 1st Floor Interior - South Entry [Same on Floor #2 (Except Hall)]	Black Mastic (assoc. w. 006, 007 & 008)	ND
1st Floor Interior - East Corner Bedroom [Same on Floor #2 (Except Hall)]	**9x9" Blue Mottle Floor Tile**	**5.0%**
1st Floor Interior - East Corner Bedroom [Same on Floor #2 (Except Hall)]	9x9" Blue Mottle Floor Tile	POS
1st Floor Interior - Chapel (beneath Carpet) [Same on Floor #2 (Except Hall)]	9x9" Brown Mottle Floor Tile	ND
1st Floor Interior - Chapel (beneath Carpet) [Same on Floor #2 (Except Hall)]	9x9" Brown Mottle Floor Tile	ND
1st Floor Interior - Chapel (beneath Carpet) [Same on Floor #2 (Except Hall)]	Yellow Carpet Adhesive	ND

Material Location Sampled	Material Description	Asbestos Content
1st Floor Interior - Chapel (beneath Carpet) [Same on Floor #2 (Except Hall)]	Yellow Carpet Adhesive	ND
1st Floor Interior – Northwest Bedroom Light	**Light Heat Paper (Foil Tan)**	**50.0%**
1st Floor Interior - Northwest Bedroom Light	Light Heat Paper (Foil Tan)	POS
1st Floor Interior - Main Halls	4" Brown Cove Base	ND
1st Floor Interior - Entry Foyer	4" Brown Cove Base	ND
4" Brown Cove Base 1st Floor Interior - Main Halls	Brown Adhesive	ND
4" Brown Cove Base 1st Floor Interior - Entry Foyer	Brown Adhesive	ND
1st Floor Interior - Halls - Walls	Plaster Base Coat (Gray)	ND
1st Floor Interior - Rooms - Walls	Plaster Base Coat (Gray)	ND
1st Floor Interior - Halls - Walls	Plaster Base Coat (Gray)	ND
1st Floor Interior - Rooms - Walls	Plaster Base Coat (Gray)	ND
1st Floor Interior - Entry Foyer - Walls	Plaster Base Coat (Gray)	ND
Interior (1st Floor) - Halls - Walls	Plaster Skim Coat (White)	ND
Interior (1st Floor) - Halls - Walls	Plaster Skim Coat (White)	ND
Interior (1st Floor) - Halls - Walls	Plaster Skim Coat (White)	ND
Interior (1st Floor) - Rooms - Walls	Plaster Skim Coat (White)	ND
Interior (1st Floor) - Rooms - Walls	Plaster Skim Coat (White)	ND
Interior (1st Floor) - Rooms - Ceilings	White Textured Popcorn Paint	ND

Material Location Sampled	Material Description	Asbestos Content
Interior (1st Floor) - Rooms - Ceilings	White Textured Popcorn Paint	ND
Interior (1st Floor) - Rooms - Ceilings	White Textured Popcorn Paint	ND
Interior (1st Floor) - Northeast Stairwell	Brown Mottle Stair Tread	ND
Interior (1st Floor) - Northeast Stairwell	Brown Mottle Stair Tread	ND
Brown Mottle Stair Tread Interior (1st Floor) - Northeast Stairwell	Yellow Adhesive	ND
Brown Mottle Stair Tread Interior (1st Floor) - Northeast Stairwell	Yellow Adhesive	ND
1”x2" (Green) Ceramic Floor Tile Interior (1st Floor) - Southeast Bath - Floor	Gray Grout	ND
1”x2" (Green) Ceramic Floor Tile Interior (1st Floor) - Southeast Bath - Floor	Gray Grout	ND
1”x2" (Green) Ceramic Floor Tile Interior (1st Floor) - Southeast Bath - Floor	Gray Adhesive	ND
1”x2" (Green) Ceramic Floor Tile Interior (1st Floor) - Southeast Bath - Floor	Gray Adhesive	ND
4" Ceramic Wall Tile Interior (1st Floor) - Southeast Bath - Walls	White Grout	ND
4" Ceramic Wall Tile Interior (1st Floor) - Southeast Bath - Walls	White Grout	ND

Material Location Sampled	Material Description	Asbestos Content
4" Ceramic Wall Tile Interior (1st Floor) - Southeast Bath - Walls	Gray Adhesive	ND
4" Ceramic Wall Tile Interior (1st Floor) - Southeast Bath - Walls	Gray Adhesive	ND
Interior (2nd Floor) - (West Room) Kitchen	2'x2' Suspended Ceiling Tile (Fissure)	ND
Interior (2nd Floor) - (West Room) Kitchen	2'x2' Suspended Ceiling Tile (Fissure)	ND
Exterior - Roof	3-Tan Asphalt Shingle	ND
Exterior - Roof	3-Tan Asphalt Shingle	ND
Exterior - Roof	3-Tan Asphalt Shingle	ND
Interior (1st Floor) - Chapel - Ceiling	1'x1' Tongue & Groove Tile (Fissure)	ND
Interior (1st Floor) - Confessional - Wall	1'x1' Tongue & Groove Tile (Fissure)	ND
1'x1' Tongue & Groove Tile (Fissure) Interior (1st Floor) - Chapel - Ceiling	Brown Glue Daub	ND
1'x1' Tongue & Groove Tile (Fissure) Interior (1st Floor) - Confessional - Wall	Brown Glue Daub	ND
Interior (2nd Floor) - West Room/Kitchen	Small-Pattern Linoleum Sheet Floor	ND
Interior (2nd Floor) - West Room/Kitchen	Small-Pattern Linoleum Sheet Floor	ND
Small-Pattern Linoleum Sheet Floor Interior (2nd Floor) - West Room/Kitchen	White Backing	ND
Small-Pattern Linoleum Sheet Floor Interior (2nd Floor) - West Room/Kitchen	White Backing	ND

Material Location Sampled	Material Description	Asbestos Content
Small-Pattern Linoleum Sheet Floor Interior (2nd Floor) - West Room/Kitchen	Yellow Adhesive	ND
Small-Pattern Linoleum Sheet Floor Interior (2nd Floor) - West Room/Kitchen	Yellow Adhesive	ND
Beneath Small-Pattern Linoleum Sheet Floor Interior (2nd Floor) - West Room/Kitchen	Large-Pattern Linoleum Sheet Floor	ND
Beneath Small-Pattern Linoleum Sheet Floor Interior (2nd Floor) - West Room/Kitchen	Large-Pattern Linoleum Sheet Floor	ND
Large-Pattern Linoleum Sheet Floor Interior (2nd Floor) - West Room/Kitchen	Cream Backing	ND
Large-Pattern Linoleum Sheet Floor Interior (2nd Floor) - West Room/Kitchen	Cream Backing	ND
Beneath Large-Pattern Linoleum Sheet Floor Interior (2nd Floor) - West Room/Kitchen	Black Adhesive	ND
Beneath Large-Pattern Linoleum Sheet Floor Interior (2nd Floor) - West Room/Kitchen	Black Adhesive	ND
Carpet Interior (2nd Floor) - Hall/Rooms	Brown Adhesive	ND
Carpet Interior (2nd Floor) - Hall/Rooms	Brown Adhesive	ND
Interior (2nd Floor) - Northeast Kitchen	**Black Sink Undercoating**	**10.0%**
Interior (2nd Floor) - Northeast Kitchen	Black Sink Undercoating	POS

Material Location Sampled	Material Description	Asbestos Content
Interior - Basement - Kitchen - Floor	12" Gray Mottle Floor Tile (Checker Pattern)	ND
Interior - Basement - Kitchen - Floor	12" Gray Mottle Floor Tile (Checker Pattern)	ND
Interior - Basement - Kitchen - Floor	12" Red Mottle Floor Tile (Checker Pattern)	ND
Interior - Basement - Kitchen - Floor	12" Red Mottle Floor Tile (Checker Pattern)	ND
12" Gray/Red Mottle Floor Tile Interior - Basement - Kitchen	Yellow Mastic	ND
12" Gray/Red Mottle Floor Tile Interior - Basement - Kitchen	Yellow Mastic	ND
Interior - Basement - Common Area	12" Blue Mottle Floor Tile	ND
Interior - Basement - Common Area	12" Blue Mottle Floor Tile	ND
Interior - Basement - Office	12" Cream Mottle Floor Tile	ND
Interior - Basement - Office	12" Cream Mottle Floor Tile	ND
Beneath all Floor Tile Interior - Basement - Kitchen	Gray Leveler	ND
Beneath all Floor Tile Interior - Basement - Common Area	Gray Leveler	ND
Interior - Basement - Office	Gray Leveler	ND
Interior - Basement - Kitchen	4" Gray Cove Base	ND
Interior - Basement - Common Area	4" Gray Cove Base	ND
4" Gray Cove Base Interior - Basement - Hallway	Dark Yellow Adhesive	ND

Material Location Sampled	Material Description	Asbestos Content
4" Gray Cove Base Interior - Basement - Offices	Dark Yellow Adhesive	ND
Interior - Basement - Pipes (on Fiber Glass Insulation) (Going into Walls)	**Gray "Hard Packed" Pipe Fitting Insulation**	**5.0%**
Interior - Basement - Pipes (on Fiber Glass Insulation) (Going into Walls)	Gray "Hard Packed" Pipe Fitting Insulation	POS
Interior - Basement - Pipes (on Fiber Glass Insulation) (Going into Walls)	Gray "Hard Packed" Pipe Fitting Insulation	POS
Interior - Basement - Pipes	Pipe Insulation Paper	ND
Interior - Basement - Pipes	Pipe Insulation Paper	ND
Interior - Basement - Pipes	Pipe Insulation Paper	ND
Pipe Insulation Paper Interior - Basement - Pipes	Yellow Adhesive	ND
Pipe Insulation Paper Interior - Basement - Pipes	Yellow Adhesive	ND
Pipe Insulation Paper Interior - Basement - Pipes	Yellow Adhesive	ND
Interior - Basement - Kitchen	Gypsum Board (White/Pink)	ND
Interior - Basement - Kitchen Closet	Gypsum Board (White/Pink)	ND
Gypsum Board (White/Pink) Interior - Basement - Kitchen Walls	White Joint Compound	ND
Gypsum Board (White/Pink) Interior - Basement - Kitchen Walls	White Joint Compound	ND
Gypsum Board (White/Pink) Interior - Basement - Common Area	White Joint Compound	ND



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EMSL Order:	132503537
Customer ID:	MMAC42
Customer PO:	
Project ID:	

Attention:	Keith Allard SLR International Corporation 2 Commerce Drive, Suite 110 Bedford, NH 03110	**Phone:**	(603) 289-1951
		Fax:	
		Received Date:	06/23/2025 9:10 AM
		Analysis Date:	06/27/2025 - 06/28/2025
		Collected Date:	
Project:	144.021768.00001 - Convent AHERA		

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
001A *132503537-0001*	Exterior - Decorative Windows - White Caulk (also on Basement Windows)	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
001B *132503537-0002*	Exterior - Decorative Windows - White Caulk (also on Basement Windows)	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
002A *132503537-0003*	Exterior - Decorative Windows - White Glaze	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
002B *132503537-0004*	Exterior - Decorative Windows - White Glaze	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
003A *132503537-0005*	Exterior - South/East Entry - White Textured Ceiling Paint	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
003B *132503537-0006*	Exterior - South/East Entry - White Textured Ceiling Paint	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
004A *132503537-0007*	Exterior - Side Windows (& Granite Sill to Wood Frame) - Replacement Glass Caulk	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
004B *132503537-0008*	Exterior - Side Windows (& Granite Sill to Wood Frame) - Replacement Glass Caulk	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
005A *132503537-0009*	Exterior - Wood Windows - White Glaze	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
005B *132503537-0010*	Exterior - Wood Windows - White Glaze	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
006A *132503537-0011*	1st Floor Interior - South Entry Foyer - 9x9" Red Mottle FT	Red Non-Fibrous Homogeneous		95% Non-fibrous (Other)	**5% Chrysotile**
006B *132503537-0012*	1st Floor Interior - Main Hallway(s) - 9x9" Red Mottle FT				**Positive Stop (Not Analyzed)**
007A *132503537-0013*	1st Floor Interior - South Entry Foyer [Same on Floor #2 (Except Hall)] - 9x9" Gray Mottle FT	Tan Non-Fibrous Homogeneous		95% Non-fibrous (Other)	**5% Chrysotile**

Initial report from: 06/28/2025 07:39:30

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Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
007B *132503537-0014*	1st Floor Interior - Main Hallway(s) [Same on Floor #2 (Except Hall)] - 9x9" Gray Mottle FT				**Positive Stop (Not Analyzed)**
008A *132503537-0015*	1st Floor Interior - Office (adj. to Chapel) [Same on Floor #2 (Except Hall)] - 9x9" Green Mottle FT	Green Non-Fibrous Homogeneous		95% Non-fibrous (Other)	**5% Chrysotile**
008B *132503537-0016*	1st Floor Interior - Office (adj. to Chapel) [Same on Floor #2 (Except Hall)] - 9x9" Green Mottle FT				**Positive Stop (Not Analyzed)**
009A *132503537-0017*	1st Floor Interior - South Entry [Same on Floor #2 (Except Hall)] - Black Mastic (assoc. w. 006, 007 & 008)	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
009B *132503537-0018*	1st Floor Interior - Main Halls [Same on Floor #2 (Except Hall)] - Black Mastic (assoc. w. 006, 007 & 008)	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
010A *132503537-0019*	1st Floor Interior - East Corner Bedroom [Same on Floor #2 (Except Hall)] - 9x9" Blue Mottle FT	Blue Non-Fibrous Homogeneous		95% Non-fibrous (Other)	**5% Chrysotile**
010B *132503537-0020*	1st Floor Interior - East Corner Bedroom [Same on Floor #2 (Except Hall)] - 9x9" Blue Mottle FT				**Positive Stop (Not Analyzed)**
011A *132503537-0021*	1st Floor Interior - Chapel (beneath Carpet) [Same on Floor #2 (Except Hall)] - 9x9" Brown Mottle FT	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
011B *132503537-0022*	1st Floor Interior - Chapel (beneath Carpet) [Same on Floor #2 (Except Hall)] - 9x9" Brown Mottle FT	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
012A *132503537-0023*	1st Floor Interior - Chapel (beneath Carpet) [Same on Floor #2 (Except Hall)] - Yellow Carpet Adhesive	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
012B *132503537-0024*	1st Floor Interior - Chapel (beneath Carpet) [Same on Floor #2 (Except Hall)] - Yellow Carpet Adhesive	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

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Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
013A *132503537-0025*	1st Floor Interior - NW Bedroom Light - Light Heat Paper (Foil Tan)	White Fibrous Homogeneous	30% Cellulose	20% Non-fibrous (Other)	**50% Chrysotile**
013B *132503537-0026*	1st Floor Interior - NW Bedroom Light - Light Heat Paper (Foil Tan)				**Positive Stop (Not Analyzed)**
014A *132503537-0027*	1st Floor Interior - Main Halls - 4" Brown Cove Base	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
014B *132503537-0028*	1st Floor Interior - Entry Foyer - 4" Brown Cove Base	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
015A *132503537-0029*	1st Floor Interior - Main Halls - Brown Adhesive (assoc. w. 014)	Brown/Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
015B *132503537-0030*	1st Floor Interior - Entry Foyer - Brown Adhesive (assoc. w. 014)	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
016A *132503537-0031*	1st Floor Interior - Halls - Walls - Plaster Base Coat (Gray)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
016B *132503537-0032*	1st Floor Interior - Rooms - Walls - Plaster Base Coat (Gray)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
016C *132503537-0033*	1st Floor Interior - Halls - Walls - Plaster Base Coat (Gray)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
016D *132503537-0034*	1st Floor Interior - Rooms - Walls - Plaster Base Coat (Gray)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
016E *132503537-0035*	1st Floor Interior - Entry Foyer - Walls - Plaster Base Coat (Gray)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
018A *132503537-0036*	Interior (1st Floor) - Halls - Walls - Plaster Skim Coat (White)	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
018B *132503537-0037*	Interior (1st Floor) - Halls - Walls - Plaster Skim Coat (White)	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
018C *132503537-0038*	Interior (1st Floor) - Halls - Walls - Plaster Skim Coat (White)	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
018D *132503537-0039*	Interior (1st Floor) - Rooms - Walls - Plaster Skim Coat (White)	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
018E *132503537-0040*	Interior (1st Floor) - Rooms - Walls - Plaster Skim Coat (White)	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
019A *132503537-0041*	Interior (1st Floor) - Rooms - Ceilings - White Textured Popcorn Paint	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

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			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
019B *132503537-0042*	Interior (1st Floor) - Rooms - Ceilings - White Textured Popcorn Paint	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
019C *132503537-0043*	Interior (1st Floor) - Rooms - Ceilings - White Textured Popcorn Paint	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
020A *132503537-0044*	Interior (1st Floor) - NE Stairwell - Brown Mottle Stair Tread	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
020B *132503537-0045*	Interior (1st Floor) - NE Stairwell - Brown Mottle Stair Tread	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
021A *132503537-0046*	Interior (1st Floor) - NE Stairwell - Yellow Adhesive (assoc. w. 020)	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
021B *132503537-0047*	Interior (1st Floor) - NE Stairwell - Yellow Adhesive (assoc. w. 020)	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
022A *132503537-0048*	Interior (1st Floor) - SE Bath - Floor - 1x2" (Green) Cer. FT Grout (Gray)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
022B *132503537-0049*	Interior (1st Floor) - SE Bath - Floor - 1x2" (Green) Cer. FT Grout (Gray)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
023A *132503537-0050*	Interior (1st Floor) - SE Bath - Floor - 1x2" (Green) Cer. FT Adhesive (Gray)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
023B *132503537-0051*	Interior (1st Floor) - SE Bath - Floor - 1x2" (Green) Cer. FT Adhesive (Gray)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
024A *132503537-0052*	Interior (1st Floor) - SE Bath - Walls - 4" Cer. WT (Brown) Grout (White)	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
024B *132503537-0053*	Interior (1st Floor) - SE Bath - Walls - 4" Cer. WT (Brown) Grout (White)	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
025A *132503537-0054*	Interior (1st Floor) - SE Bath - Walls - 4" Cer. WT (Brown) Adhesive (Gray)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
025B *132503537-0055*	Interior (1st Floor) - SE Bath - Walls - 4" Cer. WT (Brown) Adhesive (Gray)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
026A *132503537-0056*	Interior (2nd Floor) - (West Room) Kitchen - 2x2' Susp. CT (Fissure)	Gray/White Fibrous Homogeneous	80% Cellulose	20% Non-fibrous (Other)	None Detected

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EMSL Order: 132503537
Customer ID: MMAC42
Customer PO:
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
026B *132503537-0057*	Interior (2nd Floor) - (West Room) Kitchen - 2x2' Susp. CT (Fissure)	Gray/White Fibrous Homogeneous	80% Cellulose	20% Non-fibrous (Other)	None Detected
027A *132503537-0058*	Exterior - Roof - 3-Tan Asphalt Shingle	Black Fibrous Homogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
027B *132503537-0059*	Exterior - Roof - 3-Tan Asphalt Shingle	Black Fibrous Homogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
027C *132503537-0060*	Exterior - Roof - 3-Tan Asphalt Shingle	Black Fibrous Homogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
028A *132503537-0061*	Interior (1st Floor) - Chapel - Ceiling - 1x1' T&G Tile (Fissure)	Gray/White Fibrous Homogeneous	80% Min. Wool	20% Non-fibrous (Other)	None Detected
028B *132503537-0062*	Interior (1st Floor) - Confessional - Wall - 1x1' T&G Tile (Fissure)	Gray/White Fibrous Homogeneous	80% Min. Wool	20% Non-fibrous (Other)	None Detected
029A *132503537-0063*	Interior (1st Floor) - Chapel - Ceiling - Brown Glue Daub (assoc. w. 028)	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
029B *132503537-0064*	Interior (1st Floor) - - Confessional - Wall - Brown Glue Daub (assoc. w. 028)	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
030A *132503537-0065*	Interior (2nd Floor) - West Room/Kitchen - Small-Pattern Linol. Sheet Floor	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
030B *132503537-0066*	Interior (2nd Floor) - West Room/Kitchen - Small-Pattern Linol. Sheet Floor	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
031A *132503537-0067*	Interior (2nd Floor) - West Room/Kitchen - White Backing (assoc. w. 030)	White Fibrous Homogeneous	80% Cellulose	20% Non-fibrous (Other)	None Detected
031B *132503537-0068*	Interior (2nd Floor) - West Room/Kitchen - White Backing (assoc. w. 030)	White Fibrous Homogeneous	80% Cellulose	20% Non-fibrous (Other)	None Detected
032A *132503537-0069*	Interior (2nd Floor) - West Room/Kitchen - Yellow Adhesive (assoc. w. 030 & 031)	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
032B *132503537-0070*	Interior (2nd Floor) - West Room/Kitchen - Yellow Adhesive (assoc. w. 030 & 031)	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
033A *132503537-0071*	Interior (2nd Floor) - West Room/Kitchen (beneath 030, 031, 032) - LG Pattern Linol. Sheet Floor	Tan/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

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Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
033B *132503537-0072*	Interior (2nd Floor) - West Room/Kitchen (beneath 030, 031, 032) - LG Pattern Linol. Sheet Floor	Tan/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
034A *132503537-0073*	Interior (2nd Floor) - West Room/Kitchen (beneath 030, 031, 032) - Cream Backing (assoc. w. 033)	White Fibrous Homogeneous	80% Cellulose	20% Non-fibrous (Other)	None Detected
034B *132503537-0074*	Interior (2nd Floor) - West Room/Kitchen (beneath 030, 031, 032) - Cream Backing (assoc. w. 033)	White Fibrous Homogeneous	80% Cellulose	20% Non-fibrous (Other)	None Detected
035A *132503537-0075*	Interior (2nd Floor) - West Room/Kitchen (beneath 030, 031, 032) - Black Adhesive (beneath 034)	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
035B *132503537-0076*	Interior (2nd Floor) - West Room/Kitchen (beneath 030, 031, 032) (& Most Likely 009) - Black Adhesive (beneath 034)	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
036A *132503537-0077*	Interior (2nd Floor) - Hall/Rooms (assoc. w. Carpet) - Brown Adhesive	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
036B *132503537-0078*	Interior (2nd Floor) - Hall/Rooms (assoc. w. Carpet) - Brown Adhesive	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
037A *132503537-0079*	Interior (2nd Floor) - NE Kitchen - Black Sink Undercoating	Black Non-Fibrous Homogeneous		90% Non-fibrous (Other)	**10% Chrysotile**
037B *132503537-0080*	Interior (2nd Floor) - NE Kitchen - Black Sink Undercoating				**Positive Stop (Not Analyzed)**
038A *132503537-0081*	Interior - Basement - Kitchen - Floor - 12" Gray Mottle FT (Checker Pattern)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
038B *132503537-0082*	Interior - Basement - Kitchen - Floor - 12" Gray Mottle FT (Checker Pattern)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
039A *132503537-0083*	Interior - Basement - Kitchen - Floor - 12" Red Mottle FT (Checker Pattern)	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
039B *132503537-0084*	Interior - Basement - Kitchen - Floor - 12" Red Mottle FT (Checker Pattern)	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
040A *132503537-0085*	Interior - Basement - Kitchen - Mastic (Yellow) assoc. w. 038, 039 & 041 & 042	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

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Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
040B *132503537-0086*	Interior - Basement - Kitchen - Mastic (Yellow) assoc. w. 038, 039 & 041 & 042	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041A *132503537-0087*	Interior - Basement - Common Area - 12" Blue Mottle FT	Blue Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041B *132503537-0088*	Interior - Basement - Common Area - 12" Blue Mottle FT	Blue Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
042A *132503537-0089*	Interior - Basement - Office - 12" Cream Mottle FT	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
042B *132503537-0090*	Interior - Basement - Office - 12" Cream Mottle FT	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
043A *132503537-0091*	Interior - Basement - Kitchen - Gray Leveler (beneath all FT in Basement)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
043B *132503537-0092*	Interior - Basement - Common Area - Gray Leveler (beneath all FT in Basement)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
043C *132503537-0093*	Interior - Basement - Office - Gray Leveler (beneath all FT in Basement)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
044A *132503537-0094*	Interior - Basement - Kitchen - 4" Gray Cove Base	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
044B *132503537-0095*	Interior - Basement - Common Area - 4" Gray Cove Base	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
045A *132503537-0096*	Interior - Basement - Hallway - Dark Yellow Adhesive (assoc. w. 044)	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
045B *132503537-0097*	Interior - Basement - Offices - Dark Yellow Adhesive (assoc. w. 044)	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
046A *132503537-0098*	Interior - Basement - Pipes (on FG Insul.) (Going into Walls) - Gray "Hard Packed" Pipe Fitting Insul.	Gray Fibrous Homogeneous	75% Min. Wool	20% Non-fibrous (Other)	**5% Chrysotile**
046B *132503537-0099*	Interior - Basement - Pipes (on FG Insul.) (Going into Walls) - Gray "Hard Packed" Pipe Fitting Insul.				**Positive Stop (Not Analyzed)**
046C *132503537-0100*	Interior - Basement - Pipes (on FG Insul.) (Going into Walls) - Gray "Hard Packed" Pipe Fitting Insul.				**Positive Stop (Not Analyzed)**
047A *132503537-0101*	Interior - Basement - Pipes - Pipe Insul. Paper	White/Silver Fibrous Homogeneous	85% Cellulose 5% Glass	10% Non-fibrous (Other)	None Detected

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Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
047B *132503537-0102*	Interior - Basement - Pipes - Pipe Insul. Paper	White/Silver Fibrous Homogeneous	85% Cellulose 5% Glass	10% Non-fibrous (Other)	None Detected
047C *132503537-0103*	Interior - Basement - Pipes - Pipe Insul. Paper	White/Silver Fibrous Homogeneous	85% Cellulose 5% Glass	10% Non-fibrous (Other)	None Detected
048A *132503537-0104*	Interior - Basement - Pipes - Adhesive (Yellow) (assoc. w. 047)	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
048B *132503537-0105*	Interior - Basement - Pipes - Adhesive (Yellow) (assoc. w. 047)	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
048C *132503537-0106*	Interior - Basement - Pipes - Adhesive (Yellow) (assoc. w. 047)	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
049A *132503537-0107*	Interior - Basement - Kitchen - Gypsum Board (White/Pink)	Tan/White Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
049B *132503537-0108*	Interior - Basement - Kitchen Closet - Gypsum Board (White/Pink)	Tan/White Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
050A *132503537-0109*	Interior - Basement - Kitchen Walls - Joint Compound (White) assoc. w. 049	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
050B *132503537-0110*	Interior - Basement - Kitchen Walls - Joint Compound (White) assoc. w. 049	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
050C *132503537-0111*	Interior - Basement - Common Area - Joint Compound (White) assoc. w. 049	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Analyst(s)
Kevin Pine (103)

Steve Grise, Laboratory Manager
or Other Approved Signatory

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Samples analyzed by EMSL Analytical, Inc. Woburn, MA NVLAP Lab Code 101147-0, CT PH-0315, MA AA000188, RI PLM00139, VT AL998919, ME LB-0039

Initial report from: 06/28/2025 07:39:30

OrderID: 132503537

Asbestos Bulk Building Materials - Chain of Custody

EMSL Order Number / Lab Use Only: **132503537**

EMSL Analytical, Inc.
200 Route 130 North
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EMSL ANALYTICAL, INC.
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Customer Information		Billing Information	
Customer ID:	MMAC42	Billing ID:	
Company Name:	SLR International Corporation	Company Name:	SLR International Corporation
Contact Name:	Keith Allard / Ryan Rouillard	Billing Contact:	Keith Allard / Ryan Rouillard
Street Address:	2 Commerce Drive, Suite 110	Street Address:	2 Commerce Drive, Suite 110
City, State, Zip:	Bedford, NH 03110	City, State, Zip:	Bedford, NH 03110
Country:	US	Country:	US
Phone:	603 289-1951 / 781 603-5375	Phone:	603 289-1951 / 781 603-5375
Email(s) for Report:	kallard@slrconsulting.com / rrouillard@slrconsulting.com	Email(s) for Invoice:	AP-US@slrconsulting.com

Project Information

Project Name/No: 144.021768.00001 - Convent AHERA
Purchase Order:
EMSL LIMS Project ID: (If applicable, EMSL will provide)
US State where samples collected: CT
State of Connecticut (CT) must select project location: ☐ Commercial (Taxable) ☐ Residential (Non-Taxable)
Sampled By Name: Ryan Rouillard
Sampled By Signature:
No. of Samples in Shipment: 111

Turn-Around-Time (TAT)

☐ 3 Hour ☐ 6 Hour ☐ 24 Hour ☐ 32 Hour ☐ 48 Hour ☐ 72 Hour ☐ 96 Hour ☑ 1 Week ☐ 2 Week

Please call ahead for large projects and/or turnaround times 6 Hours or Less. *32 Hour TAT available for select tests only; samples must be submitted by 11:30am.

Test Selection

PLM - Bulk (reporting limit)

☑ PLM EPA 600/R-93/116 (<1%)
☐ PLM EPA NOB (<1%)
☐ POINT COUNT
☐ 400 (<0.25%) ☐ 1,000 (<0.1%)
POINT COUNT w/ GRAVIMETRIC
☐ 400 (<0.25%) ☐ 1,000 (<0.1%)
☐ NIOSH 9002 (<1%)
☐ NYS 198.1 (Friable - NY)
☐ NYS 198.6 NOB (Non-Friable - NY)
☐ NYS 198.8 (Vermiculite SM-V)

TEM - Bulk

☐ TEM - Bulk
☐ TEM EPA NOB
☐ NYS NOB 198.4 (Non-Friable-NY)
☐ TEM EPA 600/R-93/116 w Milling Prep (0.1%)

Other Tests (please specify)

☑ Positive Stop - Clearly Identified Homogeneous Areas (HA)

Sample Number	HA Number	Sample Location	Material Description
001A		Exterior - Decorative Windows	WHITE CAULK
B			
002A			WHITE GLAZE
B			
003A		- South/Front Entry	WHITE TEXTURED CEILING
B			
004A		- Side Windows (Granite Sill & wood frame)	Replacement GLASS Caulk
B			
005A		- Wood Windows	WHITE GLAZE
B			

(Also on different windows)

Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)

RUSH 9to10 (2/2)

Method of Shipment:		Sample Condition Upon Receipt:	
Relinquished by:	Date/Time: 6/20/2025	Received by: EMSL-BOSTON JUN 23 2025	Date/Time
Relinquished by:	Date/Time:	Received by: efx 7918.1854.5351	Date/Time

Controlled Document - Asbestos Bulk R5 03/18/2021

☐ **AGREE TO ELECTRONIC SIGNATURE** (By checking, I consent to signing this Chain of Custody document by electronic signature.)

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Page 1 of 6

OrderID: 132503537

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Asbestos Bulk Building Materials - Chain of Custody

EMSL Order Number / Lab Use Only

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Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)

Sample Number	HA Number	Sample Location	Material Description
006A		1st Fl Interior - South Entry Foyer	9"x9" Red Mottle F/T
B		- Main Hallway(s)	
007A		- South Entry Foyer	9"x9" Gray Mottle F/T
B		- Main Hallway(s)	
008A		- Office (Adj. to Chapel)	9"x9" Green Mottle F/T
B			
009A		- South Entry (Same as for #2 Except Hall)	Black Mastic (Assoc. w/ 006, 007 & 008 + 010)
B		- Main Halls	
010A		- East Corner Bedroom	9"x9" Blue Mottle F/T
B			
011A		- Chapel (Behind Altar)	9"x9" Brown Mottle F/T
B			
012A			Yellow Carpet Adhesive
B			
013A		- N.W. Bedroom Closet	Light Heat Paper (Foil Tan)
B			
014A		- Main Halls	4" Brown Cove Base
B		- Entry Foyer	
015A		- Main Halls	Brown Adhesive (Assoc. w/ 014)
B		- Entry Foyer	
016A		- Halls - walls	Plaster Base Coat (Gray)
B		- Rooms	
C		- Halls	
D		- Rooms	
E		- Entry Foyer	

Method of Shipment:		Sample Condition Upon Receipt:	
Relinquished by:	Date/Time: 6/20/25	Received by:	Date/Time
Relinquished by:	Date/Time:	Received by: REC'D EMSL-BOSTON JUN 23 2025	Date/Time

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Asbestos Bulk Building Materials - Chain of Custody

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Sample Number	HA Number	Sample Location	Material Description
018A		Interior (1st FLR) - Halls - walls	Plaster Skim Coat (WHT)
B			
C			
D		- Rooms	
E			
019A		- Ceilings	WHT. Textured Popcorn Paint
B			
C			
020A		- N.E. Stairwell	Brown Mottle Sheetrock
B			
021A			Yellow Adhesive (Assoc. w/020)
B			
022A		- S.E. Bath - FLR	1"x2" Ceil. (Grn) P/T Grout (Gray)
B			
023A			Adhesive (Gray)
B			
024A		- walls	4" Ceil. w/T (Brown) Grout (White)
B			
025A			Adhesive (Gray)
B			
026A		(2nd FLR) - (West Room / Kitchen)	2'x2' Susp. C/T (Assume)
B			
027A		Exterior - Roof	3-TAB Asphalt Shingle
B			
C			

Method of Shipment:			Sample Condition Upon Receipt:		
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Relinquished by:		Date/Time:	Received by:		Date/Time

Controlled Document - Asbestos Bulk R5 03/18/2021

☐ AGREE TO ELECTRONIC SIGNATURE (By checking, I consent to signing this Chain of Custody document by electronic signature.)

EMSL Analytical, Inc.'s Laboratory Terms and Conditions are incorporated into this Chain of Custody by reference in their entirety. Submission of samples to EMSL Analytical, Inc. constitutes acceptance and acknowledgment of all terms and conditions by Customer.

OrderID: 132503537

EMSL ANALYTICAL, INC.
TESTING LABS • PRODUCTS • TRAINING

Asbestos Bulk Building Materials - Chain of Custody

EMSL Order Number / Lab Use Only

132503537

EMSL Analytical, Inc.
200 Route 130 North
Cinnaminson, NJ 08077

PHONE (800) 220-3675
EMAIL CinnAsbleb@EMSL.com

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)

Sample Number	HA Number	Sample Location	Material Description
028 A		Interior (1st FLR) - Chapel - Ceiling	1'x1' TAN TILE (Assoc w/ 029)
B		- Confessional - WALL	
029 A		- Chapel - Ceiling	BROWN GLUE DAUB (Assoc w/ 028)
B		- Confessional - WALL	
030 A		(2nd FLR) - West Lav/Kitchen	SMALL - Pattern Vinyl Sheet FLR
B			
031 A			WHT BACKING (Assoc w/ 030)
B			
032 A			Yellow Adhesive (Assoc w/ 030 & 031)
B			
033 A			LG. Pattern Vinyl Sheet FLR (Beneath 030, 031, 032)
B			
034 A			CREAM BACKING (Assoc w/ 033)
B			
035 A			BLACK Adhesive (Beneath 034)
B		(+most likely 009)	
036 A		- Hall/Rooms	Brown Adhesive (Assoc w/ carpet)
B			
037 A		- N.E. Kitchen	BLACK Sink Undercoating
B			
038 A		Basement - Kitchen - FLR	12" GRAY Mottle F/T (Checker Pattern)
B			
039 A			12" Red Mottle F/T (Checker Pattern)
B			

Method of Shipment:			Sample Condition Upon Receipt:		
Relinquished by:		Date/Time: 6/20/25	Received by: REC'D EMSL-BOSTON JUN 23 2025		Date/Time
Relinquished by:		Date/Time:	Received by:		Date/Time

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Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)

Sample Number	HA Number	Sample Location	Material Description
040A		Exterior - Basement - Kitchen	Mastic (Yellow) Assoc w/ 038 & 039 & 041 & 042
B			
041A		- Common Area	12" Blue Mottle F/T
B			
042A		- office	12" Cream Mottle F/T
B			
043A		- Kitchen	Gray Leveler (beneath all F/T in Basement)
B		- Common Area	
C		- office	
044A		- Kitchen	4" Gray Cove Base
B		- Common Area	
045A		- Hallway	Blk-Yellow Adhesive (Assoc w/ 044)
B		- Offices	
046A		- Pipes into Crawl Space (Office Insul.)	Gray "Hard-Packed" Pipe Fitting Insul.
B			
C			
047A			Pipe Insul. Paper
B			
C			
048A			Adhesive (Yellow) (Assoc w/ 047)
B			
C			
049A		- Kitchen	Gypsum Board (Wall & Ceiling)
B		- Kitchen Closet	

Method of Shipment:		Sample Condition Upon Receipt	
Relinquished by:	Date/Time: 6/20/25	Received by: REC'D EMSL-BOSTON JUN 23 2025	Date/Time
Relinquished by:	Date/Time:	Received by:	Date/Time

Controlled Document - Asbestos Bulk R5 03/18/2021

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TESTING LABS • PRODUCTS • TRAINING

Asbestos Bulk Building Materials - Chain of Custody

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200 Route 130 North
Cinnaminson, NJ 08077

PHONE: (800) 220-3675
EMAIL: CinnAsblab@EMSL.com

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)

Sample Number	HA Number	Sample Location	Material Description
050A		Interior - Basement - Kitchen WAlls	Joint Compound (w HT) Assoc. w/049
B		| - |	|
C		| | - Common Area	|

END

Method of Shipment:		Sample Condition Upon Receipt:	
Relinquished by: [signature]	Date/Time: 6/20/25	Received by: REC'D EMSL-BOSTON JUN 23 2025	Date/Time
Relinquished by:	Date/Time:	Received by:	Date/Time

Controlled Document - Asbestos Bulk R5 03/18/2021

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4.2 Remaining ACM

The following abbreviations were used in the inspection Assessment Table that follows:

SF = Square Feet LF = Linear Feet EA = Each NF = Nonfriable F = Friable

The assessment is divided into the physical assessment and the hazard potential assessment as follows:

The physical assessment is divided into the following seven categories and describes the material condition at the time of the inspection:

Physical Condition #1 – Damaged or significantly damaged thermal insulation ACM

Physical Condition #2 – Damaged friable surfacing ACM

Physical Condition #3 – Significantly damaged friable surfacing ACM

Physical Condition #4 – Damaged or significantly damaged friable miscellaneous ACM

Physical Condition #5 – ACBM with potential for damage

Physical Condition #6 – ACBM with potential for significant damage

Physical Condition #7 – Any remaining friable ACBM or friable suspected ACBM

The hazard assessment is a combination of the physical assessment combined with the potential for disturbance (*i.e.*, physical contact, vibration air movement) as follows:

Hazard Rank #1 – Good condition/low potential for disturbance

Hazard Rank #2 – Good condition/moderate potential for disturbance

Hazard Rank #3 – Good condition/high potential for disturbance

Hazard Rank #4 – Damaged condition/low potential for disturbance

Hazard Rank #5 – Damaged condition/moderate potential for disturbance

Hazard Rank #6 – Damaged condition/high potential for disturbance

Hazard Rank #7 – Significantly damaged condition

The response action schedule determines the priority of the maintenance per the materials as follows:

#1 – High Priority to be addressed within 90 Days

#2 – Moderate/High Priority to be addressed within 6 months

#3 – Moderate/Low (low risk/material not readily accessible) Priority to be addressed prior to the next 3-year reinspection

#4 – Low Priority (no risk) to be addressed on an as-needed basis

Table 4: Chase Building ACM/ACBM Inventory and Conditions Assessment/Response Action Table

Material	Asbestos %	Location	Quantity, Friability, Category	Physical Condition	Hazard Rank	Response Action	Comments
9”x9" Red Mottle Floor Tile	5%	1st Floor - South Entry Foyer	Non-friable Miscellaneous	5	2	4	
9”x9" Gray Mottle Floor Tile	5%	1st Floor - South Entry Foyer 2nd Floor	Non-friable Miscellaneous	5	2	4	Not Hallways
9”x9" Green Mottle Floor Tile	5%	1st Floor - Office (adjacent to Chapel) 2nd Floor	Non-friable Miscellaneous	5	2	4	Not Hallways
9”x9" Blue Mottle Floor Tile	5%	1st Floor - East Corner Bedroom 2nd Floor	Non-friable Miscellaneous	5	2	4	Not Hallways
Heat Paper (Foil Tan)	50%	1st Floor - Northwest Bedroom Light	1 Light Non-friable Miscellaneous	5	1	4	
Black Sink Undercoating	10%	2nd Floor - Northeast Kitchen	1 Sink Non-friable Miscellaneous	5	1	4	
Gray "Hard Packed" Insulation	5%	Basement - Pipe Fittings	2 fittings Friable TSI	1	4	1	

4.3 Response Action Selection

The LEA must select and implement in a timely manner the appropriate response actions in 19a-333(5) consistent with the assessment conducted in 19a-333(5). The response actions selected shall be sufficient to protect human health and the environment. The LEA may then select, from the response actions which protect human health and the environment, that action which is the least burdensome. For purposes of determining which of these response actions is the least burdensome, the LEA may consider local circumstances, including occupancy and use patterns within the school building, and its economic concerns, including short-term and long-term costs. The response action must at a minimum meet the requirements as set forth in 19a-333-7 (a) through (h). No asbestos abatement shall be performed in a school building while school is in session during normal school hours without the prior written approval of the Department, except for an emergency project.

If damaged or significantly damaged thermal system insulation ACM is present in a building, the LEA must:

1 Repair the damaged area; or

2 Remove the damaged material if it is not feasible, due to technological factors, to repair the damage; and

3 Maintain all thermal system insulation ACM and its covering in an intact state and undamaged condition.

If damaged friable surfacing ACM or damaged friable miscellaneous ACM is present in a building, the LEA must select the response actions that best protects human health and the environment from among the following:

1 Encapsulation;

2 Enclosure;

3 Removal; or

4 Repair.

If significantly damaged friable surfacing ACM or significantly damaged friable miscellaneous ACM is present in a building the LEA must:

1 Immediately isolate the functional space and restrict access, unless the licensed management planner determines that isolation is not necessary to protect human health and the environment; and

2 Remove the material in the functional space or, depending upon whether the licensed management planner determines that enclosure or encapsulation would be sufficient to protect human health and the environment, enclose or encapsulate.

If any friable surfacing ACM, thermal system ACM, or friable miscellaneous ACM that has potential for damage is present in a building, the LEA must at least implement an O&M program, as described under 19a-333(7).

If any friable surfacing ACM, thermal system insulation ACM, or friable miscellaneous ACM that has potential for significant damage is present in a building, the LEA must:

1 Implement an O & M program as described under 19a-333(7);

2 Immediately isolate the area and restrict access if necessary to avoid an imminent and substantial endangerment to human health or the environment;

3 Institute preventive measures appropriate to eliminate the reasonable likelihood that the ACM or its covering will become significantly damaged, deteriorated, or delaminated; and

4 Remove the material as soon as possible if appropriate preventive measures cannot be effectively implemented. Or, unless other response actions are determined to protect human health and the environment, immediately isolate the area and restrict access if necessary to avoid an imminent and substantial endangerment to human health or the environment.

Response actions including removal, encapsulation, enclosure, or repair, other than small-scale, short-duration repairs, must be designed and conducted by persons licensed to design and conduct response actions.

4.4 Completion of Response Actions

1 At the conclusion of any action to remove, encapsulate, or enclose ACBM or material assumed to be ACBM, an accredited person designated by the local education agency shall visually inspect each functional space where such action was conducted to determine whether the action has been properly completed.

2 An accredited person designated by the local education agency shall collect air samples using aggressive sampling as described in Appendix A to 40 CFR Part 763 Subpart E, as amended, to monitor air for clearance after each removal, encapsulation, and enclosure project involving ACBM, except for projects that are spot repairs as defined in section 19a-332a-1 of the regulations of Connecticut State Agencies.

3 Local education agencies shall have air samples collected under this section analyzed for asbestos using laboratories accredited by the National Institute of Standards and Technology to conduct such analysis using transmission electron microscopy (TEM) or, under circumstances permitted in this section, laboratories enrolled in the American Industrial Hygiene Association Proficiency Analytical Testing Program for phase contrast microscopy (PCM).

4 Except as provided in subdivisions (5) and (6) of this subsection, an action to remove, encapsulate, or enclose ACBM shall be considered complete when the average concentration of asbestos of five (5) air samples collected within the affected functional space and analyzed by the TEM method in Appendix A to 40 CFR Part 763 Subpart E, as amended, is not statistically significantly different, as determined by the Z-test calculation found in Appendix A from the average asbestos concentration of five (5) air samples collected at the same time outside the affected functional space and analyzed in the same manner, and the average asbestos concentration of the three (3) field blanks described in Appendix A is below the filter background level, as defined in Appendix A, of seventy structures per square millimeter (70 s/sq mm).

5 An action shall also be considered complete if the volume of air drawn for each of the five (5) samples collected within the affected functional space is equal to or greater than one thousand one hundred and ninety-nine liters (1,199 L) of air for a twenty-five millimeter (25 mm) filter or equal to or greater than two thousand seven hundred and ninety-nine liters (2,799 L) of air for a thirty-seven millimeter (37 mm) filter, and the



average concentration of asbestos as analyzed by the TEM method in Appendix A to 40 CFR Part 763 Subpart E, as amended, for the five (5) air samples does not exceed the filter background level, as defined in Appendix A, of seventy structures per square millimeter (70 s/sq mm). If the average concentration of asbestos of the five (5) air samples within the affected functional space exceeds seventy structures per square millimeter (70 s/sq mm), or if the volume of air in each of the samples is less than one thousand one hundred and ninety-nine liters (1,199 L) of air for a twenty-five millimeter (25 mm) filter or less than two thousand seven hundred and ninety-nine liters (2,799 L) of air for a thirty-seven millimeter (37 mm) filter the action shall be considered complete only when the requirements of subdivision (4) or (6) of this subsection are met.

6 At any time, a local education agency may analyze air monitoring samples collected for clearance purposes by phase contrast microscopy (PCM) to confirm completion of removal, encapsulation, or enclosure of ACBM that is greater than a spot repair as defined in section 19a-332a-1 of the regulations of Connecticut State Agencies, and less than or equal to one hundred and sixty (160) square feet or two hundred and sixty (260) linear feet. The action shall be considered complete when the results of samples collected in the affected functional space and analyzed by phase contrast microscopy using the most current National Institute for Occupational Safety & Health (NIOSH) Method 7400 as amended in the Federal Register, show that the concentration of fibers for each of the five (5) samples is less than or equal to a limit of quantitation for PCM - 0.01 fibers per cubic centimeter (0.01 f/cc) of air.

7 To determine the amount of ACBM affected under subdivision (6) of this subsection, the local education agency shall add the total square or linear footage of ACBM within the containment barriers used to isolate the functional space for the action to remove, encapsulate, or enclose the ACBM. Contiguous portions of material subject to such action conducted concurrently or at approximately the same time within the same school building shall not be separated to qualify under subdivision (6) of this subsection.

The requirements of this section in no way supersede the worker protection and work practice requirements under any applicable state regulations.

5.0 Closure

Should renovations be conducted that may utilize new building materials, the City of Waterbury shall obtain either safety data sheets (SDS) or an architect letter depicting "no asbestos-containing materials were utilized during the renovation activities of the site building." Should the City of Waterbury not obtain the SDS or architect letter, a supplemental inspection must be performed by an accredited and licensed Connecticut Asbestos Inspector and Management Planner. If the new/additional materials are found to contain asbestos, they must be presented within this management plan.

This document has been prepared by SLR. The material and data in this report were prepared under the supervision and direction of the undersigned.

Sincerely,

SLR International Corporation



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Appendix A Periodic Surveillance

Waterbury School District - Convent

Asbestos Hazard Emergency Response Act Management Plan Report and Operation and Maintenance Program

236 Grand Street, Waterbury, CT 06702

SLR Project No.: 144.021768.00001

July 16, 2025

Periodic Surveillance

At least once every six (6) months after a management plan is in effect, each local education agency shall conduct periodic surveillance in each building that it leases, owns, or otherwise uses as a school building that contains ACBM or is assumed to contain ACBM. The reinspection required every three (3) years under subsection (b) of section 19a-333-3 of the regulations of Connecticut State Agencies will satisfy the six (6) month periodic surveillance requirement if the reinspection coincides with the date of the six (6) month surveillance inspection.

Each person performing periodic surveillance shall:

- Visually inspect all areas that are identified in the management plan as ACBM or assumed ACBM;
- record the date of the surveillance, his or her name, and any changes in the condition of the materials; and
- submit to the person designated to carry out general local education agency responsibilities under section 19a-333-2 of the regulations of Connecticut State Agencies a copy of such record for inclusion in the management plan.

Building Name: Convent

Address: 67 Southmayd Road

Printed name of person performing surveillance: _____

Signature of person performing surveillance: _____

Date of surveillance: _____

Material	Location	Condition of ACM/ACBM (Date if removed)	Comments
9”x9" Red Mottle Floor Tile	1st Floor - South Entry Foyer		
9”x9" Gray Mottle Floor Tile	1st Floor - South Entry Foyer 2nd Floor		
9”x9" Green Mottle Floor Tile	1st Floor - Office (adjacent to Chapel) 2nd Floor		
9”x9" Blue Mottle Floor Tile	1st Floor - East Corner Bedroom 2nd Floor		
Heat Paper (Foil Tan)	1st Floor - Northwest Bedroom Light		
Black Sink Undercoating	2nd Floor - Northeast Kitchen		
Gray "Hard Packed" Insulation	Basement - Pipe Fittings		

ASBESTOS REASSESSMENT EVALUATION FORM

Type of asbestos-containing material: _____

(Complete a separate form for each type of ACM in the facility.)

Location of asbestos-containing material (area or general description):

_____

_____

Abatement Status:

1. The material has been: ☐ removed, ☐ repaired, ☐ encapsulated, ☐ enclosed

Assessment:

1. Evidence of physical damage to ACM: ☐ none, ☐ delaminating, ☐ cracking, ☐ gouges, ☐ other (describe) _____

2. Evidence of water damage: ☐ none, ☐ fresh stain, ☐ old stain

3. Evidence of delamination or other damage: ☐ none, ☐ peeling

4. Accessibility of the material: ☐ easy, ☐ moderate, ☐ hard

5. Degree of activity near the material: ☐ high, ☐ moderate, ☐ low

6. Location in an air plenum, airshaft, or airstream: ☐ blowing on ACM, ☐ near ACM, ☐ not applicable

7. Other observations (including the condition of the encapsulant or enclosure, etc.)

_____

Signed: _____ Date: _____

(Evaluator)

O&M Plan Manager

*Recommended Action: ☐ None, Work Authorization Form No. _____

Signed: _____ Date_____

O&M Plan Manager

Appendix B Operation and Maintenance Program

Waterbury School District - Convent

Asbestos Hazard Emergency Response Act Management Plan Report and Operation and Maintenance Program

236 Grand Street, Waterbury, CT 06702

SLR Project No.: 144.021768.00001

July 16, 2025

WORK AUTHORIZATION FORM

Project/Maintenance work activities to be conducted:

_____

_____

_____

_____

Asbestos-Containing Materials (ACM)

☐ Materials have been tested for asbestos: ☐ Yes (in AHERA binder) ☐ No (contact PM)

If Yes:

☐ ACM is not present within the work area. Nearest ACM _____(feet away)

☐ ACM is present, but its disturbance is not anticipated. Nearest ACM _____(feet away)

☐ ACM is present and may be disturbed.

Requested by: _____ (print name)

Signed: _____ Date: _____

☐ DO NOT PROCEED ☐ Authorized to proceed

Signed: _____ Date: _____

O&M Plan Manager

☐ AQ 04 ASBESTOS NOTIFICATION FORM (ANF-001)

Submitted on _____(date)

☐ Licensed Asbestos Designer notified on _____(date)

I fully understand the risks and requirements necessary to conduct the above activities:

Signed: _____ Date: _____

(Worker/Contractor)

CERTIFICATE OF WORKER'S ACKNOWLEDGMENT

NOTICE: Working with asbestos can be dangerous. Inhaling asbestos fibers has been linked to lung cancer and other respiratory diseases. If you smoke and inhale asbestos fibers, you will have a greater chance of developing lung cancer than the nonsmoking public.

The below materials have been as ACM:

FLOORING	HVAC, PIPING, TANKS	MISCELANEOUS
9”x9" Red Mottle Floor Tile	Gray "Hard Packed" Insulation	Heat Paper (Foil Tan)
9”x9" Gray Mottle Floor Tile		Black Sink Undercoating
9”x9" Green Mottle Floor Tile		
9”x9" Blue Mottle Floor Tile		

You must take all necessary precautions to prevent disturbance of these materials. If any of these materials may be or are disturbed, the Designated Person must be notified immediately.

Prior to working near or with ACM and/or ACM debris, it is required that:

- You be familiar with the Operations and Maintenance (O&M) Plan for this facility, which is available for review at the Maintenance Office.
- You be appropriately trained in asbestos-related work practices and in the use of the specialized equipment for the work.
- You be supplied with the proper respirator and be trained in its use.

By signing this document, you acknowledge that you have been notified of the identified ACMs at the facility.

Signature: _____ Date: _____

Printed Name:_____Social Security No.: _____

Witnessed by: _____ Date: _____

ASBESTOS FIBER RELEASE EPISODE REPORT

1 Description of area where episode occurred:

_____

_____

_____

2 The release episode was reported by _____ on _____ (date)

3 Describe the episode:

_____

_____

4 Asbestos-containing material was _____ was not _____ cleaned up according to approved procedures.

Describe the cleanup:

_____

_____

5 Final clearance and area air sampling results:

Sample No.	Sample Location	Sample Results

Signed: _____ Date_____

O&M Plan Manager

OPERATIONS AND MAINTENANCE

CLEANING

Initial cleaning. Unless the building has been cleaned using equivalent methods within the previous six (6) months, all areas of a school building where friable ACBM, damaged or significantly damaged thermal system insulation ACM, or friable suspected ACBM assumed to be ACM are present shall be cleaned at least once after the completion of the required initial inspection under subsection (a) of section 19a-333-3 of the regulations of Connecticut State Agencies and before the initiation of any response action, other than O & M activities or repair, according to the following procedures:

6 HEPA-vacuum or steam-clean all carpets, and

7 HEPA-vacuum or wet-clean all other floors and all other horizontal surfaces, and

8 Dispose of all debris, filters, mopheads, and cloths in sealed, leak-tight containers.

Additional cleaning.

OPERATIONS AND MAINTENANCE ACTIVITIES.

The local education agency shall ensure that the procedures described below to protect building occupants shall be followed for any operations and maintenance activities disturbing friable ACBM.

1 Restrict entry into the area by persons other than those necessary to perform the maintenance project, either by physically isolating the area or by scheduling.

2 Post signs to prevent entry by unauthorized persons.

3 Shut off or temporarily modify the air-handling system and restrict other sources of air movement.

4 Use work practices or other controls, such as: wet methods, protective clothing, HEPA-vacuums, mini-enclosures or glove bags, as necessary to inhibit the spread of any released fibers.

5 Clean all fixtures or other components in the immediate work area.

6 Place the asbestos debris and other cleaning materials in a sealed, leak-tight container.

MAINTENANCE ACTIVITIES OTHER THAN SPOT REPAIRS.

The response action for any maintenance activities disturbing friable ACBM, other than spot repairs, shall be designed by persons accredited to design response actions and conducted by persons accredited to conduct response actions.

FIBER RELEASE EPISODES

Minor fiber release episode. The local education agency shall ensure that the procedures described below are followed in the event of a minor fiber release episode (*i.e.,* the falling or dislodging of three (3) square or linear feet or less of friable ACBM).

1 Thoroughly saturate the debris using wet methods.

2 Clean the area, as described in subsection (d) of this section.

3 Place the asbestos debris in a sealed, leak-tight container.

4 Repair the area of damaged ACM with materials such as; asbestos-free spackling, plaster, cement, or insulation; or seal with latex paint or an encapsulant; or immediately

have the appropriate response action implemented as required by section 19a-333-7 of the regulations of Connecticut State Agencies.

Major fiber release episode. The local education agency shall ensure that the procedures described below are followed in the event of a major fiber release episode (*i.e.,* the falling or dislodging of more than three (3) square or linear feet of friable ACBM).

1. Restrict entry into the area and post signs to prevent entry into the area by persons other than those necessary to perform the response action.
2. Shut off or temporarily modify the air-handling system to prevent the distribution of fibers to other areas in the building.
3. The response action for any major fiber release episode must be designed by persons accredited to design response actions and conducted by persons accredited to conduct response actions.
4. The local education agency shall notify the Department of any major fiber release episode within twenty-four (24) hours of its occurrence and, if necessary provide written notification as required by applicable federal and/or state regulations.

NOTIFICATION REQUIREMENTS

The asbestos abatement contractor, the facility owners or any person who will be conducting demolition activities shall notify the Commissioner before engaging in any asbestos abatement which involves more than ten (10) linear feet or more than twenty-five (25) square feet of asbestos-containing material or before engaging in the demolition of any facility. If the notification is provided by the asbestos abatement contractor, a copy of the notification shall be simultaneously submitted to the facility owner. Notification shall be on forms prescribed by the Commissioner. Notification shall be postmarked or hand delivered at least ten (10) days before the start of asbestos abatement or demolition activities. In the case of emergency asbestos abatement or emergency demolition, notification shall be postmarked or hand delivered within one (1) working day after the start of asbestos abatement or demolition. A copy of the written order requiring demolition shall accompany the notification. This notification shall not relieve the asbestos contractor, facility owner or any person who will be conducting demolition activities of the responsibility for making written notification as may be required by any other municipality, agency of the State of Connecticut, or any agency of the federal government. Such additional federal requirements may include, but are not limited to, notification to the EPA under requirements of the Clean Air Act, the Toxic Substances Control Act, the Asbestos School Hazard Abatement Act, and the AHERA.

A single asbestos abatement notification may be provided to the Department for asbestos abatement which will cumulatively involve more than ten (10) linear or more than twenty-five (25) square feet of asbestos-containing material when a facility owner can provide an accurate estimate of the additive amounts of asbestos-containing material. Such notification may be provided for a period of time not to exceed one year.

Asbestos abatement notification to the Commissioner shall, at a minimum, include the following:

1 The name, address and telephone number of the asbestos contractor;

2 The name, address and telephone number of the facility owner;

3 The exact location of the facility;

4 The nature of the asbestos abatement;

5 The type of asbestos abatement activity;

6 A description of the facility including the size, age and use of the facility;

7 The amount of asbestos-containing material to be removed, enclosed or encapsulated or contained in the facility or part thereof to be demolished;

8 The scheduled start and completion dates;

9 A description of work practices to be followed to comply with Section 19a-332a-5 to Section 19a-332a-12; and,

10 The name and the location of the authorized asbestos disposal facility where asbestos-containing materials will be deposited.

A separate notification form shall be completed for each facility for which there is a proposed demolition.

Demolition notification to the commissioner shall, at a minimum, include the following:

1 The name, address and telephone number of any person undertaking the demolition;

2 The name, address and telephone number of the facility owner;

3 The location and street address (including building number or name and floor or room number, if appropriate), and city of the facility being demolished;

4 A description of the facility including its size, age and use;

5 A statement of whether an inspection of the facility has been conducted by a licensed asbestos inspector or inspector/management planner;

6 The start and completion dates;

7 The name and the location of the disposal facility where demolition materials will be deposited; and,

8 The name, address and phone number of the demolition waste hauler.

GENERAL REQUIREMENTS FOR ASBESTOS ABATEMENT PROJECTS

Signs shall be posted which meet the specifications set forth in 29 CFR 1926.1101(k)(7)(ii)(A) at all approaches to the work area. Signs shall be posted a sufficient distance from the work area to permit a person to read the sign and take precautionary measures to avoid exposure to asbestos.

The facility heating, ventilating and air conditioning (HVAC) systems within the asbestos abatement work area shall be shut down, locked out and isolated to prevent contamination of and fiber dispersal to other areas of the facility.

The work area shall be isolated from non-work areas by air-tight barriers attached securely in place. All openings between the work area and non-work areas including but not limited to windows, doorways, elevator openings, corridor entrances, ventilation openings, drains, ducts, grills, grates, diffusers and skylights, shall be sealed airtight with 6 mil polyethylene sheeting.

All movable objects which can be removed from the work area shall be removed. Cleaning of contaminated items shall be performed if the item is to be salvaged or reused. Otherwise the item shall be properly disposed of as asbestos waste. All non-movable objects in the work area shall be covered with a minimum of 6 mil polyethylene sheeting secured in place.

Floor and wall surfaces in the work area shall be covered with polyethylene sheeting or equivalent. All seams and joints shall be sealed with tape or equivalent. Floor covering shall consist of at least two layers of 6 mil polyethylene and must cover at least the bottom 12 inches



of adjoining wall. Wall covering shall consist of a minimum of two layers of 4 mil polyethylene sheet which shall overlap the floor covering to prevent leaks. There shall be no seams in the polyethylene sheet at the wall-to-floor joints.

Work area access shall be restricted to authorized personnel afforded proper respiratory protection and protective clothing.

Clean-up procedures shall involve high efficiency particulate air (HEPA) filtration and wet cleaning techniques. Amended water shall be used. The sequence of wet cleaning and HEPA-filtered vacuuming shall be repeated until no visible residue is observed in the work area.

Negative pressure ventilation units with HEPA filtration shall be provided in sufficient number to allow at least one (1) work place air change every 15 minutes. Filtered air should be exhausted to areas outside the building which are not near any intake for the building ventilation system.

Waste water generated during asbestos abatement shall be filtered by best available technology prior to discharge.

All asbestos containing waste shall be adequately wetted with an amended water solution and be placed in leak-tight containers.

All leak-tight containers shall be labeled in accordance with OSHA 29 CFR 1910.1200 and EPA 40 CFR Part 61.152 as appropriate.

Disposal of asbestos waste shall be at an authorized asbestos disposal facility. If the authorized asbestos disposal site is located within Connecticut, written authorization for disposal shall be obtained from the Department of Environmental Protection, Bureau of Waste Management.

SHOULD LEA HAVE ASBESTOS TRAINED/LICENSED EMPLOYEES

WORKER DECONTAMINATION SYSTEM FOR ASBESTOS ABATEMENT PROJECTS

At all asbestos abatement projects, work areas shall be equipped with decontamination facilities consisting of: a clean room, a shower room, and an equipment room. Each room shall be separated from the other and from the work area by airlocks such as will prevent the free passage of air or asbestos fibers and shall be accessible through doorways protected with two (2) overlapping 4 mil polyethylene sheets. The clean room (or change room) shall be equipped with suitable hooks, lockers, shelves, etc. for workers to store personal articles and clothing. The shower room shall be contiguous to the clean room and equipment room. All personnel entering or leaving the work area shall pass through the shower room. The number of showers provided shall satisfy the requirements of OSHA 29 CFR 1910.141 (d) (3) (ii). Warm water shall be supplied to the showers. The equipment room (dirty room) shall be situated between the shower room and the work area, and separated from both by means of suitable barriers or overlapping flaps such as will prevent the free passage of air or asbestos fibers.

No person or equipment shall leave the asbestos abatement project work area unless first decontaminated by showering, wet washing or HEPA vacuuming to remove all asbestos debris. No asbestos contaminated materials or persons shall enter the clean room.

Where feasible, decontamination systems shall abut the work area. In situations where it is not possible, due to unusual conditions, to establish decontamination systems contiguous to the work area, personnel shall be directed to remove visible asbestos debris from their persons by HEPA-filtered vacuuming prior to donning clean disposable coveralls while still in the work area and proceeding directly to a remote decontamination system to shower and change clothes.

In specific situations where the asbestos contractor determines that it is not feasible to establish a contiguous decontamination system at a work site, the asbestos contractor shall provide written notification and provide a copy to the facility owner of intent to utilize a remote decontamination system. Such systems must be operated in conformance with 29 CFR 1926.1101(j). Such notice shall be made with the notification required under Section 19a-332a-3.

SPECIFIC REQUIREMENTS FOR ASBESTOS REMOVAL

All ACM to be removed or disturbed by removal shall be adequately wetted unless otherwise approved by the Department.

Components shall be removed intact or in large sections whenever possible and carefully lowered to the floor.

A coating of encapsulant, chosen so as to be compatible with subsequent coverings, shall be applied to all surfaces that have been stripped of ACM to securely seal any residual fibers that may be present after the surfaces have been visually inspected and found to be free of all visible residue.

No equipment, supplies, or materials (except properly containerized waste material) shall be removed from an asbestos abatement project work area unless such equipment, supplies, or materials have been thoroughly decontaminated and cleaned free of asbestos debris. Where the configuration of the equipment, supplies or materials is such that decontamination and cleaning free of asbestos debris is neither possible nor feasible, then the object shall be thoroughly wrapped in a minimum of two (2) layers of six (6) mil polyethylene sheeting with all joints, seams and overlaps sealed with tape; or containerized in a metal drum with a locking lid. Examples include, but are not limited to, air filtration or HEPA-filtered vacuuming equipment which may be wrapped in polyethylene rather than dismantling beyond the HEPA filters for cleaning purposes; sections of insulated pipe or other objects to be disposed of intact may be wrapped in polyethylene without prior removal of asbestos. Wood or other materials used to construct on-site decontamination or shower units may be wrapped in polyethylene for disposal or transport to another contaminated work site for re-use.

HEPA-filtered vacuum cleaners shall be emptied of collected asbestos waste contents prior to removal of the equipment from the work area.

All pre-filters in the air filtration devices shall be removed prior to removal of the unit from an asbestos work site. The air filtration device shall be damp cleaned completely inside and out. The equipment shall be wrapped in polyethylene pursuant to Subsection 19a-332a-7 (b) prior to removing it from the work area. The replacement of filters shall occur prior to the beginning of the next asbestos abatement project after installation of containment barriers.

SPECIFIC REQUIREMENTS FOR ASBESTOS ENCAPSULATION

All loose and hanging ACM shall be adequately wetted and removed as required in Section 19a-332a-7.

Filler material applied to gaps in existing material shall contain no asbestos, adhere well to the substrate and provide an adequate base for the encapsulant.

Encapsulants shall be applied using only airless spray equipment unless otherwise approved by the Department.



SPECIFIC REQUIREMENTS FOR ASBESTOS ENCLOSURE

All loose and hanging ACM shall be adequately wetted and removed as required in Section 19a-332a-7 unless otherwise approved by the Department.

Areas of ACM shall be sprayed with an encapsulant if they are to be disturbed during the installation of hangers, brackets or other portions of the enclosure.

Non-asbestos containing substitutes shall be used to patch surfacing materials or thermal system insulation.

SPECIFIC REQUIREMENTS FOR SPOT REPAIRS

Air-tight barriers shall be constructed to assure that asbestos fibers released during abatement activities are contained within the work area. Glove bags are permitted for removal or repair of asbestos-containing materials.

All asbestos-containing materials shall be wet and placed in leak tight containers prior to being disturbed. They shall be kept wet until containerized.

A HEPA-filtered vacuum cleaner or wet cleaning technique shall be used to clean up the work area following abatement until there is no visible residue.

Asbestos-containing waste shall be properly containerized in appropriately labeled impermeable and leak tight containers prior to disposal.

All leak tight containers shall be labeled in accordance with OSHA 29 CFR 1926.1101(k)(8) and EPA 40 CFR part 61.152 as appropriate.

Waste water generated during asbestos abatement shall be filtered by best available technology prior to discharge.

Disposal of asbestos waste shall be at an authorized asbestos disposal facility. If the authorized asbestos disposal site is located within Connecticut, written authorization for disposal shall be obtained from the Department of Environmental Protection, Bureau of Waste Management.

POST ABATEMENT REOCCUPANCY CRITERIA FOR ASBESTOS ABATEMENT PROJECTS FOR FRIABLE ASBESTOS-CONTAINING MATERIAL

No individual shall reoccupy the work area of an asbestos abatement project within a facility until compliance with the reoccupancy requirements of this section is achieved.

Except as required by EPA Regulation 40 CFR Part 763 which applies to public and private schools, an asbestos abatement project shall be considered complete when there is no visible residue in the work area and when air samples demonstrate that the ambient interior airborne concentration of asbestos after the abatement project, does not exceed the levels specified in Subsection 19a-332a-12 (e).

Air samples shall be collected using aggressive sampling as described in Appendix A of 40 CFR Part 763, subpart E to monitor air for post abatement reoccupancy after each asbestos abatement project.

Air samples collected under this Section shall be analyzed for asbestos using laboratories accredited by the National Institute of Standards and Technology to conduct such analysis using transmission electron microscopy (TEM) or:

Under circumstances specified in this section, laboratories accredited by the American Industrial Hygiene Association Proficiency Analytical Testing Program for phase contrast microscopy (PCM); or individuals listed in the American Industrial Hygiene Association's



Asbestos Analyst's Registry, or until the National Institute of Standards and Technology TEM laboratory accreditation program is operational, laboratories that use the protocol described in Appendix A of 40 CFR Part 763, Subpart E.

Except as provided for in Subsections 19a-332a-12 (f), and 19a-332a-12 (g), an asbestos abatement project shall be considered complete when the average concentration of asbestos of five air samples collected within the work area and analyzed by the TEM method in Appendix A of 40 CFR Part 763 subpart E, is not statistically significantly different, as determined by the Z-test calculation found in Appendix A of 40 CFR Part 763, subpart E, from the average asbestos concentration of five air samples collected at the same time outside the work area and analyzed in the same manner, and the average asbestos concentration of the three field blanks described in Appendix A of 40 CFR Part 763, subpart E, is below the filter background level, as defined in Appendix A of 40 CFR Part 763 subpart E, of 70 structures per square millimeter (70 s/mm^2).

An asbestos abatement project may also be considered complete if the volume of air drawn for each of the five samples collected within the work area is equal to or greater than 1,199 L. of air for a 25 mm. filter or equal to or greater than 2,799 L. of air for a 37 mm. filter, and the average concentration of asbestos as analyzed by the TEM method in Appendix A, of 40 CFR part 763 subpart E. For the five air samples does not exceed the filter background level, as defined in Appendix A, of 70 structures per square millimeter (70 s/mm^2). If the average concentration of asbestos of the five air samples within the work area exceeds 70 s/mm^2, or if the volume of air in each of the samples is less than 1,199 L. of air for a 25 mm. filter or less than 2,799 L. of air for a 37 mm. filter, the project shall be considered complete only when the requirements of subsections 19a-332a-12 (e) and 19a-332a-12 (g) are met.

Air samples for post abatement reoccupancy may be collected and analyzed by phase contrast microscopy (PCM) to confirm completion of an asbestos abatement project involving less than or equal to 1500 square feet or 500 linear feet of asbestos-containing material. The project shall be considered complete when the results of samples collected in the work area and analyzed by phase contrast microscopy using the most current National Institute for Occupational Safety and Health (NIOSH) method 7400, to show that the concentration of fibers for each of the five samples is less than or equal to a limit of quantitation for PCM (0.010 fibers per cubic centimeter (0.010 f/cm^3) of air).



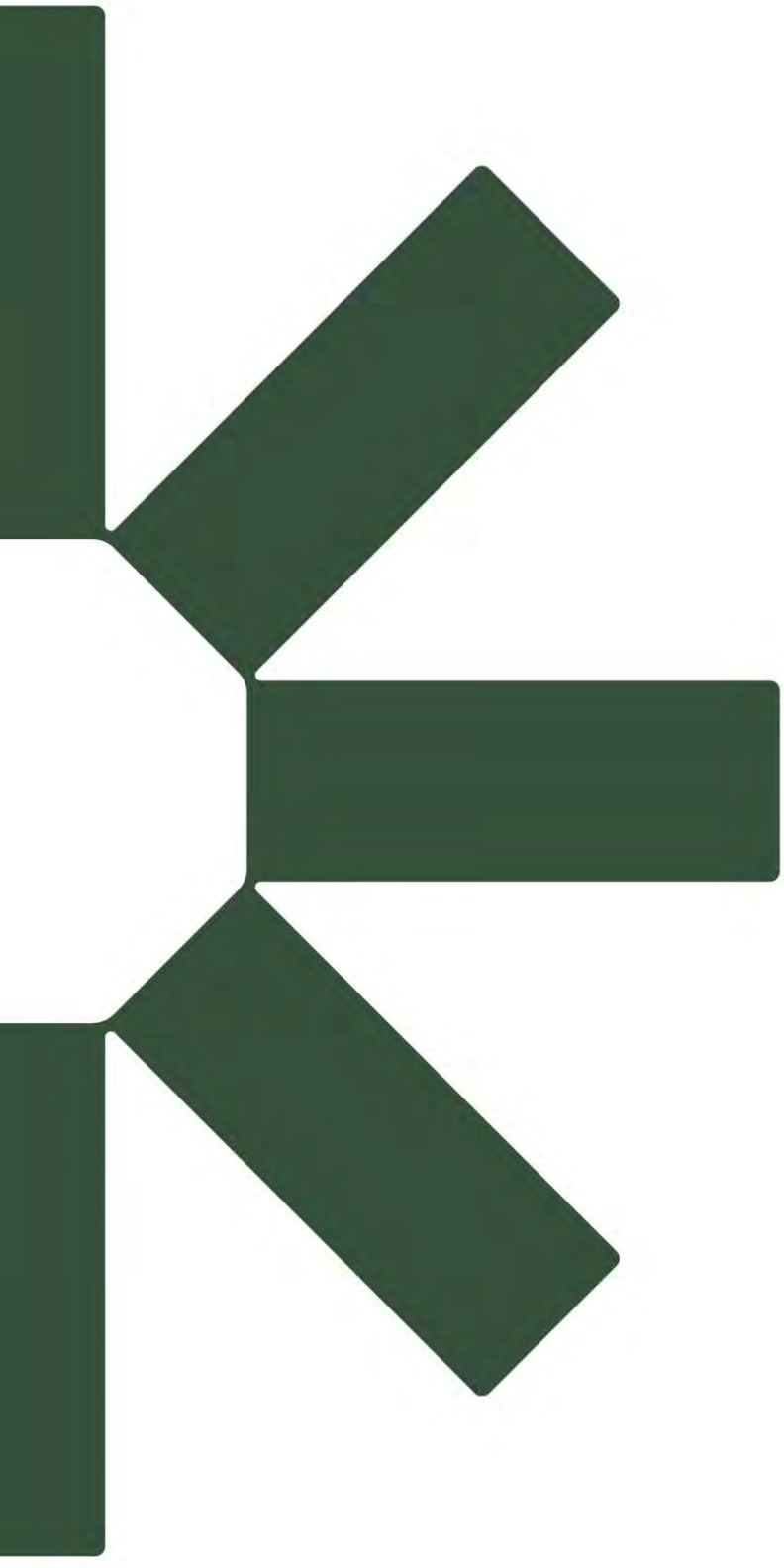
REGULATORY PUBLICATIONS AND WEBSITES

The following is a list of guidebooks published by government agencies to assist with the management of asbestos-containing materials in buildings:

1. "Managing Asbestos in Place: A Building Owner's Guide to Operation and Maintenance Programs for Asbestos-Containing Materials," U.S. Environmental Protection Agency, July 1990 (the green book)
2. "Guidance for Controlling Asbestos-Containing Materials in Buildings," U.S. Environmental Protection Agency, 1985 Edition (the purple book)
3. "Guidelines for Catastrophic Emergency Situations Involving Asbestos," U.S. Environmental Protection Agency, September 1991
4. "Guide for Reducing Asbestos Exposure," U.S. Environmental Protection Agency, 40 CFR 763.111(b)
5. Asbestos Fact Sheet, Occupational Health and Safety Administration, 2002
6. *Asbestos Regulations Brochure*, Air Quality Bureau Connecticut Department of Natural Resources
7. Asbestos Training Video, Air Quality Bureau Connecticut Department of Natural Resources
8. Occupational Health and Safety Administration:

   Asbestos - http://www.osha.gov/SLTC/asbestos/index.html
9. Environmental Protection Agency:

   Asbestos - http://www.epa.gov/asbestos/help.html
10. Regulations of Connecticut State Agencies - Department of Public Health Asbestos Program - https://portal.ct.gov/dph/asbestos-program/asbestos-program/asbestos-program
11. UD EPA Asbestos Laws and Regulations - https://www.epa.gov/asbestos/asbestos-laws-and-regulations



Making Sustainability Happen

Date: 2/24/26 Project: RFP 8716 / CLEMENTE

COMPANY INFORMATION

Representative:	RALPH SPINELLI
Company Name:	RUSSELL & DAWSON IN
City:	EAST HARTFORD
State:	CT Zip: 06108
Tel:	860-317-7000 Fax:
E-mail Address	ralph.spinelli@rdacp.com
Representative:	DAVID STEIN
Company Name:	SILVER PETRUCELLI + ASSOC,
City:	HAMDEN
State:	CT Zip: 06518
Tel:	203 230.9007 Fax: 203 230.8247
E-mail Address	dstein@silverpetrucelli.com
Representative:	BRUCE SENS
Company Name:	FRAR ARCHITECTURE
City:	FARMINGTON
State:	CT Zip: 06032
Tel:	860.678.1291 Fax:
E-mail Address	BRS@FRAR.COM
Representative:	CARSON COLLIER
Company Name:	QA+M ARCHITECTURE
City:	FARMINGTON
State:	CT Zip: 06032
Tel:	860-470-5040 Fax:
E-mail Address	CCOLLIER@QAMARCH.COM
Representative:	Scott Mangiagli
Company Name:	Kaestle Boos Associates, INC.
City:	New Britain
State:	CT Zip: 06053
Tel:	860-229-0361 Fax:
E-mail Address	smangiagli@kba-architects.com

Date: 2/24/26 Project: RFP 8716 / CLEMENTE

COMPANY INFORMATION

Representative:	PAUL DOMINOV
Company Name:	KARSTEL BOOS ASSOC.
City:	NEW BRITAIN
State:	CT Zip: 06053
Tel:	860-505-9120 Fax:
E-mail Address	PDOMINOV@KBA-ARCHITECTS.COM
Representative:	JEFF WISZYNSKI
Company Name:	TECTON ARCHITECTS PC
City:	HARTFORD
State:	CT Zip: 06106
Tel:	413.210.1004 Fax:
E-mail Address	JEFFW@TECTONPC.COM
Representative:	BRIAN STONE
Company Name:	JLJ ARCHITECTURE
City:	HARTFORD
State:	CT Zip: 06106
Tel:	860 240 9381 Fax:
E-mail Address	bstone@jlj.com
Representative:	Matthew Kennedy
Company Name:	Geddis Architects
City:	Westport
State:	CT Zip: 06880
Tel:	203 947 4380 Fax:
E-mail Address	MatthewK@geddisarchitects.com
Representative:	BROOKS FISCHER
Company Name:	NEWMAN ARCHITECTS
City:	NEW HAVEN
State:	CT Zip: 06510
Tel:	475-441-7250 Fax:
E-mail Address	bfischer@newmanarchitects.com

Date: 2/24/26 Project: RFP 8716 / CLEMENTE

COMPANY INFORMATION

Representative:	Arthur J. Secker, III
Company Name:	Lothrop Associates Architects D.P.C
City:	Hartford
State:	Connecticut Zip:
Tel:	(914) 741-1115 Fax: (914) 741-1116
E-mail Address	asecker@lothropassocites.com
Representative:	MATHEW GALLERANI
Company Name:	GWWO ARCHITECTS
City:	WEST HARTFORD
State:	CONNECTICUT Zip:
Tel:	860-502-3017 Fax:
E-mail Address	mgalleranic@gwwoinc.com
Representative:	Jamie Young
Company Name:	Friar Architecture
City:	Farmington
State:	CT Zip: 06032
Tel:	860-678-1291 Fax:
E-mail Address	jmy@friar.com
Representative:	JIM HOAGLAND
Company Name:	SLAM COLLABORATIVE
City:	GLASTONBURY
State:	CT Zip: 06033
Tel:	860 368-4289 Fax:
E-mail Address	JHOAGLAND@SLAMCOLL.COM
Representative:	
Company Name:	
City:	
State:	Zip:
Tel:	Fax:
E-mail Address	

CITY OF WATERBURY
DEPARTMENT OF FINANCE – RISK MANAGEMENT
CERTIFICATE OF INSURANCE REVIEW FORM

Contract Recipient or Vendor Name: Kaestle Boos Associates, Inc

Requesting Department: BOE

Department Contact: Jerry Gay jerry.gay@waterbury.k12.ct.us
Mike Konopka mike.konopka@waterbury.k12.ct.us
Tim Brown tbrown1@waterbury.k12.ct.us

Description of work to be performed: Redesign Services for expansion Reno/Reconfiguration of Roberto Clemente

Estimated Contract Duration and End Date: multi

Date Reviewed: 07/21/2026

Insurance Certificate Term: 12/28/2025 – 12/28/2026

Payment / Performance Bond:
Verification of Existence of Fidelity and Surety in CT
https://portal.ct.gov/-/media/CID/1_Lists/licencom.pdf

Certificate Meets Insurance Specifications: Yes

Insurance Carrier A.M. Best Rating: A-VIII or better

Comments:

Approved: Yes

7/21/26

Risk Manager or Authorized Designee

KAESTLBO01 STURCHIK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/15/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Smith Brothers Insurance, LLC
68 National Drive
Glastonbury, CT 06033

CONTACT NAME:
PHONE (A/C, No, Ext): (860) 652-3235 FAX (A/C, No): (860) 652-3236
E-MAIL ADDRESS: GeneralMailbox@SmithBrothersUSA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Company	30104
INSURER B : Nutmeg Insurance Company	39608
INSURER C : Hartford Casualty Insurance Company	29424
INSURER D : XL Specialty Insurance Co	37885
INSURER E :	
INSURER F :	

INSURED
Kaestle Boos Associates, Inc.
416 Slater Road
New Britain, CT 06053

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	X	X	02SBWBK9LM7	10/15/2025	10/15/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Valuable Papers	$ 500,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	02UEGBD7643	10/15/2025	10/15/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 9,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	02SBWBK9LM7	10/15/2025	10/15/2026	AGGREGATE	$ 9,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A	X	02WEGBK9LTG	10/15/2025	10/15/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab.			DPR5052898	1/25/2026	1/25/2027	Each Claim	5,000,000
D	Retro Date 1/25/1966			DPR5052898	1/25/2026	1/25/2027	Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED. THIS LIMIT WILL BE REDUCED BY PAYMENTS OF CLAIMS AND EXPENSES. THIS INSURANCE IS NOT FOR A SPECIFIC PROJECT. 30 DAY NOTICE OF CANCELLATION APPLIES AS PER POLICY FORMS.

RE: Redesign Services for Expansion Reno/Reconfiguration of Roberto Clemente

CERTIFICATE HOLDER

City of Waterbury & BOE
235 Grand St
Waterbury, CT 06702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Submitting Department: BOE
Contact Name: Jerry Gay
Description of Project/Work/Services: Professional design services for the expansion, reno/reconfiguration of Roberto Clemente

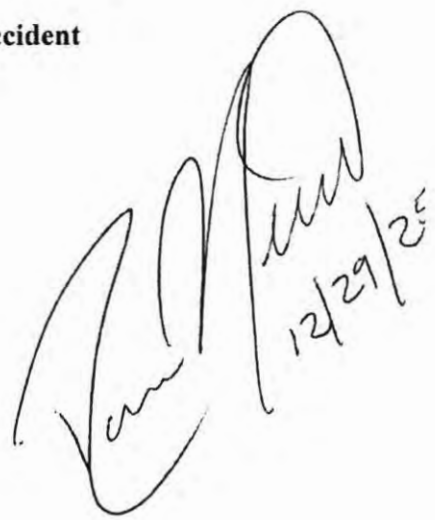
Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name City of Waterbury and the Waterbury Board of Ed as an 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 Ed 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 Ed.

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

Insurance Bid Request Form

I. Project Description:

Scope of Services -

Professional design services for the expansion, renovation, and reconfiguration of the Roberto C

II. Project information:

RFP# TBD

Anticipated Cost: $2-4M

Bonds will be required: **Yes** ☐ / **No** ☑

Expected Start Date (if known): April 2026

Agreement Term: **1 Year** ☐ / **Multi Year** ☑

III. General Information:

a. Project/program associated with the BOE. **Yes** ☑ / **No** ☐

b. Project/program involves students. **Yes** ☐ / **No** ☑

1. If involving students:
   i. Is the vendor working directly with children? **Yes** ☐ / **No** ☐

   ii. Staff members *will* be with vendor at all times while on school/city property or where program is running? **Yes** ☐ / **No** ☐

   iii. If the project/program requires transportation to a different location – how will the students/staff members be transported?
   Vendor provided service ☐ / **City contracted bus company** ☐ **OR**
   other: _____

c. Vendor ***will*** be coming on-site anywhere in the City. **Yes** ☑ / **No** ☐

d. Vendor ***will*** be delivering in their business owned or personal vehicles. **Yes** ☐ / **No** ☑

e. Vendor ***will*** be instructing or giving direction on anything (either on-line or in person) to staff and/or students. **Yes** ☐ / **No** ☑

f. There ***will*** be cash or electronic banking transactions involved. **Yes** ☐ / **No** ☑

g. There ***will*** be information exchanged between the City's computer system and the vendor's system. **Yes** ☐ / **No** ☑

h. Services being provided ***will*** involve design work. **Yes** ☑ / **No** ☐

i. Services being provided ***will*** involve actual construction work. **Yes** ☐ / **No** ☑

j. Services being provided ***will*** involve digging into soil. **Yes** ☐ / **No** ☑

   a. If yes, how deep? _____

k. Vendor ***will*** be storing items/supplies on site. **Yes** ☐ / **No** ☑

l. Vendor ***will*** be finished in one day. **Yes** ☐ / **No** ☑

Note: For all of the above, "vendor" shall mean "vendor," "contractor," or "consultant," as may be applicable to the project.

If there is any other information you feel will be helpful, please make note of it:

Again, the email to send this is:

Insurancerequest@waterburyct.org

If you would like to cc the emails for any reason, please note the below email addresses for the Risk Management Team:
Rona Nickerl rnickerl@waterburyct.org Risk Manager
Crystal Burr cburr@waterburyct.org Administrative Assistant

*****If you have any questions please reach out to our Team.*****

Crystal Burr

From: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Sent: Tuesday, July 7, 2026 12:47 PM
To: Insurance Requests
Subject: KBA CoI -
Attachments: 8716 KBA CoI - Proposal.pdf; 8716 Ins Limits - Clemete Design.pdf

Please see the attached CoI from the awarded proposal, for if acceptable or what to adjust if not, Thanks,

Jerry Gay, BOE Contracts Manager
Waterbury Board of Education
236 Grand Street, Rm 263
Waterbury, CT. 06702
203-346-3989 ; Ext 11225
jerry.gay@waterbury.k12.ct.us

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Crystal Burr

From: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Sent: Thursday, July 16, 2026 8:21 AM
To: Insurance Requests
Cc: Crystal Burr
Subject: FW: BOE - DESIGN SERVICES FOR EXPANSION RENO/RECONFIGURATION OF ROBERTO CLEMENTE ~ KAESTLE BOOS ASSOCIATES
Attachments: Scan2026-07-07_152217.pdf; CoI Updated - KBA.pdf

The updated CoI, Thanks, JG

From: Crystal Burr [mailto:cburr@waterburyct.org]
Sent: Tuesday, July 7, 2026 3:24 PM
To: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Cc: Insurance Requests <InsuranceRequests@waterburyct.org>; Tim Brown <tbrown1@waterbury.k12.ct.us>
Subject: BOE - DESIGN SERVICES FOR EXPANSION RENO/RECONFIGURATION OF ROBERTO CLEMENTE ~ KAESTLE BOOS ASSOCIATES

EXTERNAL MAIL- Think before you click. Always verify the sender's email address, not just the display name. Watch for unusual requests or urgency. If suspicious, contact the sender via a known method before taking action. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.

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WATERBURY
PUBLIC SCHOOLS

#9

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

EXECUTIVE SUMMARY

DATE: August 3, 2026

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

FROM: Rebecca Gonzalez, Chief Operating Officer

RE: Construction Contract for RFP #8857 for Gymnasium Floor Replacements at the Maloney Interdistrict Magnet School and Bunker Hill Elementary School with Union Flooring Installations, LLC

The Education Department respectfully requests your review and approval of gymnasium floor replacements at the Maloney Interdistrict Magnet School and Bunker Hill Elementary School with Union Flooring Installations, LLC. The project includes removal and replacement of gymnasium flooring at Maloney and Bunker Hill Schools. Funding will be provided through the Capital Budget in the amount of $199,395 which includes $112,300 for Maloney Magnet School, $77,600 for Bunker Hill School, and an owner-controlled contingency of $9,495. This contract was initiated under the Request for Proposal process (RFP#8857), with Union Flooring Installations, LLC being the sole qualified respondent.

The project will provide removal and disposal of the existing gym floors, inspection and preparation of existing concrete subfloor, moisture testing and mitigation, installation of new athletic gym flooring systems, new striping (basketball, volleyball, etc.), court logos and school markings, transitions, edge terminations, thresholds, and base, and reinstallation or coordination around existing equipment (bleachers, volleyball sleeves, basketball standards, wall padding, etc.), and final cleaning, commissioning, and turnover.

Substantial work and services shall be complete within 120 consecutive calendar days and final completion within 150 consecutive calendar days from the City's Notice-to-Proceed. Union Flooring was successfully completed the Tinker gymnasium flooring removal and replacement last year and comes highly recommended for this project.

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 continued assistance and consideration.

c: Superintendent Schwartz, Doreen Biolo, Michal Konopka, File

Construction Contract
for
Gymnasium Floor Replacements
at the
Maloney Interdistrict Magnet School
and the
Bunker Hill Elementary School
between
City of Waterbury
and
Union Flooring Installations, LLC

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

WHEREAS the Contractor submitted a bid to the City in response to **Request for Proposal ("RFP") No. 8857** for gymnasium floor replacements at the Maloney Interdistrict Magnet and the Bunker Hill Elementary Schools in Waterbury, Connecticut (the "Project"); and

WHEREAS the City accepted the Contractor's bid for **RFP No. 8857**; and

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

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

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

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

1.1.1 City's **RFP No. 8857** (incorporated by reference);
1.1.2 Addendum 1 to **RFP No. 8857** (incorporated by reference);
1.1.3 Contractor's Price Proposal, dated July 9, 2026, consisting of 3 pages (attached hereto);
1.1.4 Contractor's Response with associated attachments to **RFP No. 8857** (incorporated by reference);
1.1.5 City of Waterbury, **RFP No. 8857, Attachment G**, which more particularly sets forth the "Scope of Services" (also referred to as "Technical Specifications") (incorporated by reference);
1.1.6 State of Connecticut's Prevailing Wage Schedule, dated June 10, 2026, and related information, consisting of 9 pages (attached hereto and as otherwise incorporated by reference);
1.1.7 Contractor's Certificate of Insurance (attached hereto, or otherwise incorporated by reference);
1.1.8 Contractor's Performance Bond (attached hereto, or otherwise incorporated by reference);
1.1.9 Contractor's Payment Bond (attached hereto, or otherwise incorporated by reference);
1.1.10 All amendments and Change Orders issued by the City after execution of Contract (incorporated by reference);
1.1.11 All applicable Federal, State and local statutes, regulations charter and ordinances; and
1.1.12 All applicable permits and licenses (incorporated by reference).

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

1.2.1 All applicable Federal, State, and local laws, regulations, charter and ordinances;
1.2.2 Contract amendment and change orders;
1.2.3 This Contract;
1.2.4 Addendum 1 to **RFP No. 8857**;
1.2.5 **RFP No. 8857**, including, but not limited to, **Attachment G**;
1.2.6 Contractor's Price Proposal, dated July 9, 2026; and
1.2.7 Contractor's Response.

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

this Contract, including any supplementary work and the City relies upon Contractor's representations.

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

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

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

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

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

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

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

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

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

3.1.6 it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents and other documents for **RFP No. 8857** (collectively, the "Bid Documents");

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

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

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

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

3.2. **Safety.** Contractor shall perform all work in a safe manner in full compliance with local, state and federal health and safety regulations. Contractor shall immediately correct any dangerous conditions caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which the City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required

to, correct same at Contractor's expense. City shall Contractor in writing any oral notice given within five (5) business days thereafter.

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

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

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

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

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

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

3.8. Contractor's Employees. The Contractor shall always enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned. The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove any Contractor employee expressly named, identified or required in this Contract.

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

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

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

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

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

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

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

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

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

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

4.2. The City reserves the right to **(i)** perform work related or unrelated to the Project with the City's own forces adjoining, adjacent to, or in the vicinity of, the Project site and/or **(ii)** let separate contracts related or unrelated to the Project for work and services adjoining, adjacent to, or in the vicinity of, the Project site. In such an event, the Contractor shall afford all such parties reasonable opportunity for storage of

materials and equipment and for the uninterrupted provision and delivery of such parties' work and/or services. The Contractor shall cooperate with such parties and in the case of a dispute, the decision of the City shall be complied with by all.

5. Contract Time. The Contractor shall Substantially Complete all work and services required under this Contract within **one hundred twenty (120) consecutive calendar days** of the City's issuance of a written Notice to Proceed and shall reach Final Completion within **one hundred fifty (150) consecutive calendar days** of the City's issuance of a written Notice to Proceed. Contractor shall not commence work until the City issues a written Notice to Proceed ("Contract Time").

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

5.2. Delay Damages.

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

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

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

State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

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

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

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this **Section 6**, the fee payable to the Contractor shall not exceed **ONE HUNDRED NINETY-NINE THOUSAND THREE HUNDRED NINETY-FIVE DOLLARS ($199,395)** (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. **$112,300** (base payment for Maloney Interdistrict Magnet School);
ii. **$77,600** (base payment for Bunker Hill Elementary School) and
iii. **$9,495** in Owner Controlled Contingency as governed by **Section 6.1.1** below.

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

6.2. Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage of five percent (5%) of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor

otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contact are fully completed and accepted in writing by the City. The retainage does not include additional sums that the City may withhold due to the Contractor's failure to comply with the provisions of this Contract.

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

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

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

6.4. Bid Costs. All costs of the Contractor in preparing its bid for **RFP No. 8857** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

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

6.6. Liens. Neither the City's final payment nor any part of the retained percentage, if any, shall become due until the Contractor, if required by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Contractor has

knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fees.

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

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

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

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

6.10.1 Submit Applications for Payment in accordance with the following:

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

6.10.2 Progress and Final Payments.

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

Contract Documents, subject to reasonable monetary holdback for punch list items.

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

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

8. **Passing of Title and Risk of Loss.**

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

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

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

9. **Indemnification.**

9.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the

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

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

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

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

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

9.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State

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

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

11. Contractor's Insurance.

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

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

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

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

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

occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

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

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

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

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

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

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

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

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

stakeholders, shareholders and employees are listed as additional insured on all lines of coverage except Pollution Liability and waiver of subrogation applies to all lines of coverage except Pollution Liability and Builder's Risk as their interest may appear". The City's Invitation to Bid Number must be shown on the certificate of insurance to ensure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

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

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

12.2.1 The Contractor is aware of, and shall comply with, the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages for work on public facilities. The provisions of the Act are hereby incorporated by reference and made a part of

this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Stat. 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

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

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

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

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

13.2. Equal Opportunity. In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting

discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements and will require the same of all subcontractors.

13.3. Contractor Corrective Action. – NOT APPLICABLE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Place Holder.

15. Place Holder.

16. Termination.

16.1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by either **(i)** giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or **(ii)** giving written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination. Notwithstanding the above, upon determination by a court of competent jurisdiction that the termination of the agreement pursuant to this **Section 16.1** was wrongful, such termination will be deemed converted to a termination for convenience pursuant to **Section 16.2** and the Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience pursuant to **Article 16.2.**

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

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

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

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

agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City.

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

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

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

16.4. Rights Upon Termination.

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

16.4.2 Termination for Lack of Funding or Convenience. In the event of termination by the City for lack of funding or convenience, the City shall pay the Contractor for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc.(including any holdbacks) installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights

in and to said labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. delivered to, in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to changes in the Project.

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

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

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

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

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

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

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

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

by them, as it is for the acts and omissions of persons directly employed by the Contractor.

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

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

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

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

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

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

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

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

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

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

27. Changes in the Project: Change Orders.

27.1. Requests for Change Orders. The City reserves the right on its own volition or based upon a proposal for a Change Order submitted in written form with a thorough explanation by the Contractor, to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and the functions and services to be performed by the Contractor under this Contract. Such changes must be authorized by the City. The City will not approve of any change orders, deletions, additions, or additional work items to the Scope of Services or any change in the terms and conditions of this Contract except by means of a City authorized amended Scope of Services, applicable and restricted to those items set forth in §1, above, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

27.2. Procedures.

27.2.1 The Contractor's Response to a Change Request.

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

price adjustment, including the charges for any products required to implement the change request.

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

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

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

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

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

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: **(i)** the City's **RFP No. 8857** and **(ii)** the Contractor's Bid response to **RFP No. 8857**. Said historical documents are attached hereto as part of **Attachment A.**

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

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

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

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

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

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

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

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

34. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions. The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the labor, services, equipment, materials, reports, plans, specifications,

drawings, deliverables, incidentals, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc, whether they are expressly stated in this Contract, including but not limited to the following:

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

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

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

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

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

34.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission,

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

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

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

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

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

34.11. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on

Certain Publicly Funded Construction Projects," and the State of Connecticut Legislature's Special Act No. 01-1.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

35.19. Using Agency: The Waterbury Department of Education.

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

WITNESSES:

_____

_____

CITY OF WATERBURY

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

Date: _____

WITNESSES:

UNION FLOORING INSTALLATIONS, LLC

By: _____
J.R. Laliberte, General Manager

Date: 7-30-2026

ATTACHMENT A

1. City's **RFP No. 8857** (incorporated by reference);
2. Addendum 1 to **RFP No. 8857** (attached hereto);
3. Contractor's Price Proposal, dated July 9 , 2026, consisting of 3 pages (attached hereto);
4. Contractor's Response with associated attachments to **RFP No. 8857** (incorporated by reference);
5. City of Waterbury, **RFP No. 8857, Attachment G**, which more particularly sets forth the "Scope of Services" (also referred to as "Technical Specifications") (incorporated by reference);
6. State of Connecticut's Prevailing Wage Schedule, dated June 10, 2026, and related information, consisting of 9 pages (attached hereto and as otherwise incorporated by reference);
7. Contractor's Certificate of Insurance (attached hereto, or otherwise incorporated by reference);
8. Contractor's Performance Bond (attached hereto, or otherwise incorporated by reference);
9. Contractor's Payment Bond (attached hereto, or otherwise incorporated by reference);
10. All amendments and Change Orders issued by the City after execution of Contract (incorporated by reference);
11. All applicable Federal, State and local statutes, regulations charter and ordinances; and
12. All applicable permits and licenses (incorporated by reference).

ATTACHMENT B

Final JPY 6.16.26

REQUEST FOR PROPOSAL NO. 8857
BY
THE CITY OF WATERBURY
GYMNASIUM FLOOR REPLACEMENTS
AT THE
MALONEY INTERDISTRICT MAGNET SCHOOL
AND THE
BUNKER HILL ELEMENTARY SCHOOL

ATTACHMENT E
Price Proposal

(Must be submitted as part of Proposal in a separate sealed envelope, marked "Confidential: Price Proposal.")

Date: 7-9-2026

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,

Union Flooring Installations
(Print or Type Company/Corporate Name)

40 Callender Rd
(Print or Type Business Address)

Watertown, CT
06795

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

[Proposal continued on following page(s)]

Gymnasium Floor Replacements		
Description	**Amount (In Words)**	**Amount (In $)**
Maloney Magnet School (per scope)	one hundred twelve thousand three hundred	$ 112,300 00
Bunker Hill Elementary School (per scope)	seventy seven thousand six hundred	77,600 00
	GRAND TOTAL	$ 189,900 00

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

Respectfully submitted by: J.R Laliberte

De-1576598
Social Security Number or Federal Identification Number (Print or Type)

Union Flooring Installations
Company/Corporate Name (Print or Type)

Signature of Authorized Official

J.R Laliberte
Name of Authorized Official (Print or Type)

General Manager
Title of Authorized Official (Print or Type)

Proposer shall provide Proposer's Contact Information below:

40 Callender Rd — Business Address: (Print or Type)

860-274-0071 — Business Fax Number: (Print or Type)

Watertown CT 06795 — City, State, Zip Code: (Print or Type)

860-309-0378 — Business Mobile Number: (Print or Type)

860-274-3020 — Business Telephone Number: (Print or Type)

jr@unionfhr.com — Business Email Address: (Print or Type)

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal.

END OF ATTACHMENT E

#10

WATERBURY
PUBLIC SCHOOLS

Janet Frenis
Chief Operating Officer
(203) 574-8000
jfrenis@waterbury.k12.ct.us

EXECUTIVE SUMMARY

Date: August 3, 2026

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

From: Janet Frenis, Chief Academic Officer

Re: Amendment #2 to the Professional Services Agreement for Data Hub Setup, Configuration and Implementation with Connecticut RISE Network, Inc.

The Department of Education respectfully requests your review and approval to amend the professional services agreement with Connecticut RISE Network, Inc. (RISE) that provides access to the RISE Network's Data Hub platform. The Data Hub original scope of services includes collaboration with the Education Department for the initial set-up, configuration, data migration and customization of the platform at Kennedy and Wilby High Schools.

The RISE Network's Data Hub gives these schools access to a secure, user-friendly, and timely platform, including interactive and downloadable student lists, student profile tools, customization charts, strategic data calendars and linked protocols. The original contract includes unlimited access to the Data Hub for Central Office leaders and Professional Development for Kennedy and Wilby High Schools. The term of the original agreement is for a period of three (3) years, at the cost of $126,400 commencing on January 14, 2025 and terminating on June 30, 2028. The original contract's funding sources were the School Improvement Grant (SIG) and Commissioner's Network (CN).

Amendment #1 added Crosby High School to receive the same original services through this specialized data utilization system, uniquely customized to highlight and address academic and behavioral challenges related to Crosby High School. The cost for Crosby High School was $43,200 ($14,400 per year), increasing the total agreement amount to $169,600. Funding for Crosby High School is provided through Commissioner's Network. All other contract terms remain unchanged.

For Amendment #2, we respectfully request additional platform services for Kennedy High School in the amount of $47,500. Services include Grade 9 collaboratives, on-track mentoring, postsecondary working group, postsecondary summit, Grade 9 visit to RISE Core Network Partner High School and RISE annual convening. The cost for Amendment #2 is $47,500, increasing the total agreement amount to $217,100. Funding will be provided through the Commissioner's Network. All other contract terms remain unchanged.

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

c: Chief Financial Officer

Amendment No. 2
to
Professional Services Agreement
for
Data Hub Setup, Configuration and Implementation
between
The City of Waterbury, Connecticut
and
Connecticut RISE Network, Inc.

THIS SECOND AMENDMENT ("Amendment No. 2"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and CONNECTICUT RISE NETWORK, INC. (the "Contractor"), located at 700 State Street, 3rd Floor, New Haven, Connecticut 06511, a State of Delaware duly registered foreign corporation (jointly referred to as the "Parties").

WHEREAS, the parties hereto executed a three (3)-year Agreement effective January 14, 2025, for the setup, configuration and implementation of the RISE Network's Data Hub platform at Wilby and Kennedy High Schools at a cost not to exceed $126,400.00 (the "Agreement" or "Contract");

WHEREAS, the parties amended the Agreement, effective November 20, 2025 to add Crosby High School to the Scope of Services at an additional cost not to exceed $43,200.00, and a total contract cost not to exceed $169,600.00; and

WHEREAS, in accordance with Section 21 of the Agreement, the Parties wish to amend the Agreement to provide additional platform services to Kennedy High School at an additional cost of $47,500.00 for a cost not to exceed $217,100.00 for the entire term of the Agreement;

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

1. **Subsection 1.1** of **Section 1 ("Scope of Services")** shall be amended to read as follows:

1.1. The Project consists of, and the Contractor shall provide setup, configuration and implementation of the RISE Network's Data Hub ("Hub") platform at Wilby, Kennedy and Crosby High Schools, including but not limited to:

- Initial setup, configuration and implementation of the Hub for Waterbury Public Schools, including necessary infrastructure, data migration and customization (e.g, on-track criteria, credit types, etc.) to meet district requirements.
- Educator access to a secure, user-friendly, and timely data platform, including interactive and downloadable student lists, student profile tools, customizable charts and dashboards, strategic data calendars, linked protocols and more.

- Unlimited Hub accounts for central office leaders and educators at Wilby, Kennedy and Crosby High Schools.
- On-Track Professional Mentor at Kennedy High School
- Grade 9 Collaborative Sessions for Kennedy and Wilby High Schools
- Post-secondary working group for Kennedy High School
- Grade 9 Visit to RISE Core Network Partner High school for two Kennedy High School students
- RISE annual convention invitation for two Kennedy High School students
- Up to two introductory Hub training sessions for school and district staff with turnkey materials.
- Opportunity to administer postsecondary student surveys at up to two key moments, with data integrated in the Hub.
- Ongoing Hub maintenance and new features.

as detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1. Sole Source letter, dated April 18, 2024, consisting of one (1) page; attached hereto;
1.1.2. Contractor's Partnership Proposal for Wilby and Kennedy High Schools, entitled "WPS-RISE Partnership Scope of Work," consisting of seven (7) pages, attached hereto;
1.1.3. Contractor's Partnership Proposal for Crosby High School, entitled "Waterbury-RISE Partnership Scope of Work," consisting of two (2) pages, attached hereto;
1.1.4. Contractor's Partnership Proposal for 2026-2027 School Year entitled "Kennedy High School-RISE Scope of Work," consisting of four (4) pages, attached hereto;
1.1.5. Certificates of Insurance, incorporated by reference
1.1.6. All applicable Federal, State and local statutes, regulations, charter and ordinances, incorporated by reference
1.1.7. All required licenses and certifications, incorporated by reference.

2. **Section 6 ("Compensation")** shall read as follows:

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

Compensation for the Contractor's services shall not exceed **TWO HUNDRED SEVENTEEN THOUSAND ONE HUNDRED AND 00/100 DOLLARS ($217,100.00)** for the entire term of the Agreement.

The compensation shall be paid in conformity with Contractor's Partnership Proposal for Wilby and Kennedy High Schools, Contractor's Partnership Proposal for Crosby High School and Contractor's Partnership Proposal for 2026-2027 School Year, which are set forth in **Attachment A** of this Contract and are hereby made part of Section 6 of this

Agreement as if fully set forth herein.

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

(Signatures next page)

IN WITNESS WHEREOF, the parties hereto execute this Amendment No. 2 on the dates signed below.

WITNESSES:

_____

_____

CITY OF WATERBURY

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

Date: _____

WITNESSES:

_____

_____

CONNECTICUT RISE NETWORK, INC.

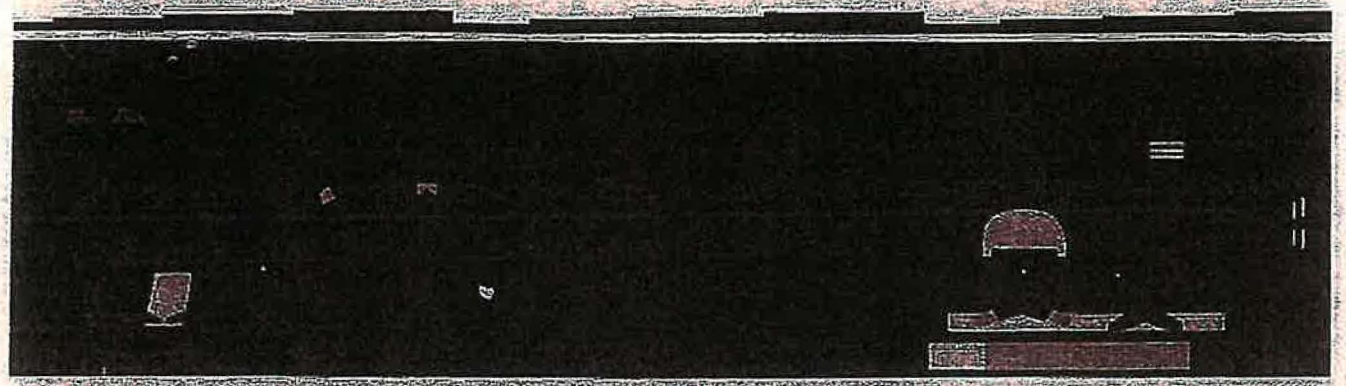
By:_____

Its _____

Date: _____

WPS-RISE Partnership

Scope of Work



Partnership Proposal

The RISE Network team is pleased to submit this proposal for the expansion of our partnership with Waterbury Public Schools (WPS) to support the district's high schools in the adoption of data tools to support on-track achievement and postsecondary access for all students.

Bringing the RISE Data Hub to WPS high schools will help build on the progress made during the 2022-23 school year, when Kennedy High School and Wilby High School participated in RISE's Freshman Focus Network and augment the ongoing work through Kennedy, Wilby, and Crosby high schools' participation in the 2023-24 Freshman Focus Network. To date, partnership between RISE and WPS has helped teams make improvements to the student experience around the high school transition and strengthen key foundational conditions to promote increased on-track outcomes. RISE has also worked with these three high schools on developing systems to increase FAFSA completion through the Connecticut FAFSA Challenge. In 2022-23, both Kennedy and Wilby met their FAFSA completion growth goals through this partnership.

The purpose of this proposal is to offer a draft scope of work to expand our partnership with WPS to include adoption of the Data Hub. Through this partnership, we would seek to support WPS in adopting the RISE Data Hub and using this custom-built data platform to promote results-driven and equity-centered student support around both on-track and postsecondary planning.

About the RISE Network

The RISE Network's mission is to ensure all RISE high school students graduate with a plan and the skills and confidence to achieve college and career success. Founded in 2015, RISE partners with Connecticut public high schools to lead statewide networks where school communities work together to use data to learn and improve. Through its core and most comprehensive network, RISE partners with nine high schools and eight public school districts, serving over 13,000 students; the majority of RISE students identify as Black, Latinx, and/or low-income. RISE high schools work together to ensure all students experience success as they transition to, through, and beyond high school by using data to pinpoint needs, form hypotheses, and pursue ideas to advance student achievement. Over the past seven years, RISE high schools have achieved double-digit gains improving Grade 9 on-track achievement, four-year-high school graduation rates, and student identification of postsecondary plans, while also decreasing subgroup gaps across all indicators. In 2021, the

RISE Network was honored to receive the Carnegie Foundation's annual Spotlight on Quality in Continuous Improvement recognition. Increasingly, RISE is pursuing opportunities to scale its impact through consulting partnerships with public school districts, state agencies, and non-profit organizations. RISE is eager to partner with mission-aligned organizations to improve student outcomes and close opportunity gaps.

Our Core Service Areas

The RISE Network offers services in four areas aligned with our core competencies. It is through this combination of services that we have supported schools in achieving double-digit gains across multiple student outcome indicators. The scope of work presented on the following pages aligns to these four areas.



RISE Data Hub

Access to actionable, secure, and user-friendly data tools designed by educators, for educators.



Educator Coaching

Personalized coaching and capacity building for educators leading continuous improvement efforts.



Network Community

Facilitation of cross-school learning and the exchange of resources and promising practices.



Effective Strategies

Design and pursuit of evidence-based practices to promote on-track achievement postsecondary success.

Outline of Services for WPS and WHS

The section outlines a scope of work between Waterbury and RISE for Kennedy and Wilby high schools. The first table outlines each service package and their cost. The second table unpacks each service package in more detail, with key activities and brief descriptions. The final tables provide a detailed payment schedule by funding source.

The planned services include Data Hub Access for 2025-26 through the 2027-28 school year. Each of these components are unpacked below with key activities, brief descriptions, and annual budget amounts.

Packages and Total Associated Costs

Component	What's included	Timeline	Value	Cost to WPS
RISE Data Hub	Configuration fee	Configuration in 24-25	$60,000	$40,000 *Reflects partially waived fee*
RISE Data Hub (Wilby)	Annual Access to the RISE Data Hub, 2 trainings, 3 post-secondary surveys	3 full years of access: 25-26, 26-27, 27-28	$48,000	$43,200 *Reflects 10% multi-year discount*
RISE Data Hub (Kennedy)	Annual Access to the RISE Data Hub, 2 trainings, 3 post-secondary surveys	3 full years of access: 25-26, 26-27, 27-28	$48,000	$43,200 *Reflects 10% multi-year discount*
Total			$156,000	$126,400

	2024-25 Total	2025-26 Total	2026-27 Total	2027-28 Total	Contract Total
Wilby	$19,400.00	$19,400.00	$14,400.00	$0	$53,200.00
Kennedy	$24,400.00	$24,400.00	$24,400.00	$0	$73,200.00
WPS Total	*$43,800.00*	*$43,800.00*	*$38,800.00*	$0	*$126,400.00*

Detailed Outline of Partnership Components

Component	Description	Cost
RISE Data Hub	• Initial setup, configuration, and implementation of the Hub for WPS, including necessary infrastructure, data migration, and customization (e.g., on-track criteria, credit types, etc.) to meet district requirements. • Educator access to a secure, user-friendly, and timely data platform, including interactive and downloadable student lists, student profile tools, customizable charts and dashboards, strategic data calendars, linked protocols, and more. • Unlimited Hub accounts for central office leaders and educators at Kennedy and Wilby. • Up to two introductory Hub training sessions for school and district staff with turnkey materials. • Opportunity to administer postsecondary student surveys at up to two key moments, with data integrated in the Hub. • Ongoing Hub maintenance and new features.	Initial district configuration: $40,000, with integration to start immediately upon signing (reflecting $20,000 waived integration fee) Hub access: $28,800 annually for 3-year contract that includes 25-26, 26-27, 27-28 (reflecting 10% multi-year discount)

Payment Schedule

The RISE Network will submit multiple invoices for payment aligned to this scope of work for Kennedy and Wilby. Payment will be due within 30 days of receipt of the invoice. The table below provides a payment schedule for the services outlined above.

Kennedy

Below is the payment schedule for Kennedy.

Invoices	Amount
Invoice #1: Payment due upon acceptance of this Agreement	$24,400.00
Invoice #2: On July 1, 2025	$24,400.00
Invoice #3: On July 1, 2026	$24,400.00
Total:	$73,200.00

Wilby

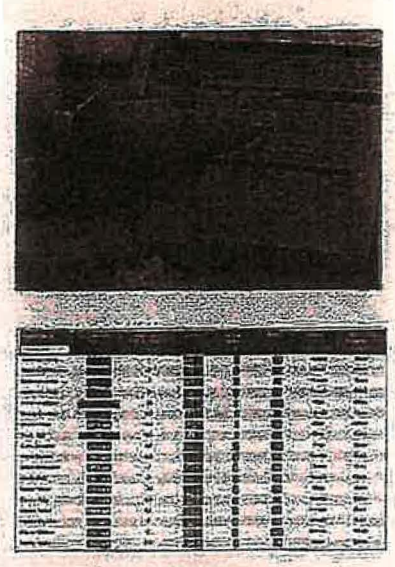
Below is the payment schedule for Wilby.

Invoices	Amount
Invoice #1: Payment due upon acceptance of this Agreement	$19,400.00
Invoice #2: On July 1, 2025	$19,400.00
Invoice #3: On July 1, 2026	$14,400.00
Total:	$53,200.00

Overview of the RISE Data Hub

The RISE Data Hub is a secure, action-oriented data platform built by educators, for educators to promote on-track achievement and postsecondary success for all students. The Hub streamlines many data sources into one user-friendly interface and supports teachers, counselors, and administrators to efficiently support all students.

Providing features that meet schools' needs



- Integrated data sources pull directly into the Hub each night, giving educators secure and timely access to important information from multiple systems, including PowerSchool, Naviance, and more. Educators can also input custom tags and other information directly into the Hub interface.
- Student lists allow administrators and teams of teachers to filter, sort, and view trends across many students, identifying needs and narrowing down to targeted groups that need similar interventions. Lists can be exported, downloaded, and shared among educators as needed.
- Custom charts allow administrators and teams to see trends and analyze metrics down by demographic subgroups. Charts may be shared with external stakeholders or used collaboratively with teams to dig into root causes of trends in the data.
- The strategic data calendar highlights the most relevant data to be discussing at each time of year. It equips administrators and team leads with agendas and protocols to guide team meetings and links directly to the relevant data within the Hub.
- Student profiles allow teams to see all the relevant information about a student in one place and facilitate deep conversations about the root causes behind successes and struggles that enable the planning of effective interventions. Profiles can be exported in bulk into student- and family-facing On Track Reports.

Empowering educators to drive results

The Hub's features work together to support educators in improving outcomes while saving time and money.

	Streamlined access ➤	Focused plan ➤	Actionable data
The Hub:	● Pulls data nightly from multiple systems ● Displays critical data in lists and charts	● Centers tools around research-based metrics and a strategic data calendar ● Suggests filters to focus on relevant data	● Pairs relevant data with actionable protocols ● Filters and summarizes data to highlight trends ● Records tasks and tracks completion and notes
So that educators:	● Save time manually compiling data ● See a holistic picture of each student, grade level, or school	● Run efficient, collaborative meetings ● See data that is directly related to their workflow at this time in the year	● Identify root causes for student successes and struggles ● Walk away from the data with clear next steps
And the	● Saves tens of thousands	● Engages teachers in	● Saves thousands of dollars

district	of dollars worth of leader work hours every year	effective PD, decreasing attrition	on credit recovery costs when students courses

Working closely with district partners

RISE highly values its close working relationships with school and district partners. If a district decides to pursue the RISE Data Hub, we start by establishing the terms of our data sharing agreement. After that, we work directly with district and school personnel to understand the unique context of the school, ingest the relevant data safely and securely, and prepare the relevant educators to make the best use of the tool.

Partnership Principles

Through our consulting engagements, we prioritize partnerships that reinforce the following principles:

- **Impact:** We prioritize excellent and equitable student outcomes through all of our work. While most of our partnerships involve capacity- and systems-building work with educators, we remain deeply focused on how these investments translate to improved student experiences and results. We hold ourselves accountable for student outcomes, and we ask our partners to do the same.
- **Collaboration:** Our approach is deeply collaborative. We believe in empowering partners and school communities to create the changes they want to see for their students, caregivers, and educators. We roll up our sleeves alongside partners to understand the school context and iteratively develop approaches that reflect the voices and feedback of school community members.
- **Sustainability:** We strive to ensure that strategies and mindsets cultivated during the partnership live on far beyond the partnership. We are committed to building capacity, structures, and solutions that local educators champion and will sustain over time. We also believe in approaches that are scalable and cost effective, ensuring the school and district can maintain the work.
- **Equity:** We partner exclusively with organizations and districts committed to disrupting opportunity gaps with a focus on communities that serve high concentrations of historically marginalized populations. Our data-driven approach centers our work in evidence and personalization. We differentiate support for schools and educators, just as we support educators in differentiating their support for students. We value diversity and strive to create inclusive spaces where unique perspectives are welcomed and embraced.
- **Improvement:** As an organization that facilitates networks for school improvement, we are committed to inquiry cycles and seek to grow, learn, and improve over time. We promote disciplined reflection -- among RISE staff and with partners -- to learn from successes and challenges. We value progress and improvement over time, and we support school teams in building a culture of continuous improvement.

Partnership Assurances

RISE asks schools, districts, and partners to take accountability for progress and results, and we do the same for ourselves. Our proposal identifies a number of areas requiring deep collaboration and shared accountability. We are committed to delivering in an excellent way, and we require the following from our partners in order to do so:

- **Capacity:** We pursue deeply collaborative partnerships designed to be sustainable and impactful. Our work is dependent on significant access to and support from our partners. To ensure our work is completed in a timely and highly effective manner, partners must commit sufficient capacity to this effort.

- **Conditions:** Our work is complex, and dependent on policies, politics, and environments that can be challenging. While we pride ourselves on the ability to navigate difficult conditions, unexpectedly poor conditions may cause unintended barriers to completing the deliverables exactly as described.

- **Flexibility:** Together, we will embark on innovative and ambitious projects. This work is necessarily dynamic. We ask our partners to be understanding of the occasional need to revisit and modify components of the work plan in order to pursue our intended outcomes.

- **Diversity, Equity, and Inclusion:** Achieving educational equity requires our collective efforts to close long-standing opportunity gaps for historically marginalized populations. We ask partners to confront policies, structures, and practices that may perpetuate inequities, and we ask partners to facilitate transparent and inclusive processes to empower educators, caregivers, and students in shaping improvement efforts.

- **Communication:** Changes to the scope of work will require mutual agreement. We make every effort to communicate early and often about the changing nature of our work and ask our partners to do the same. We ask the partner to identify a communications lead for the central office, as well as each of the partner schools. That way, we can remain coordinated and ensure effective communication.

- **Transparency and Access:** Given the collaborative nature of our work, we will work to establish reciprocal access and transparency. This will ensure that RISE supports are timely, aligned, and representative of organizational context and needs.

Waterbury-RISE Partnership

Scope of Work



Partnership Proposal

The RISE Network team is pleased to submit this proposal for the expansion and amendment of our partnership with Waterbury Public Schools (WPS) to support Crosby High School in the adoption of data tools to support on-track achievement and postsecondary access for all students.

Outline of Services for WPS and Crosby

The section outlines a scope of work between WPS and RISE for Crosby. The planned services include Data Hub Access for the 2025-26 school year through the 2027-28 school year.

Detailed Outline of Partnership Components

Component	Description	Value	Cost to
RISE Data Hub Access for Crosby	• Initial setup, configuration, and implementation of the Hub for Crosby, including necessary infrastructure, data migration, and customization (e.g., on-track criteria, credit types, etc.) to meet district requirements. • Educator access to a secure, user-friendly, and timely data platform, including interactive and downloadable student lists, student profile tools, customizable charts and dashboards, strategic data calendars, linked protocols, and more. • Unlimited Hub accounts for central office leaders and educators at Crosby	Initial district configuration: $50,000 *Waived due to existing integration* Hub access: $16,000 annually	$14,400 annua *Reflects 10% mu discount*

Component	Description	Value	Cost to
	• Up to two introductory Hub training sessions for school and district staff with turnkey materials. • Opportunity to administer postsecondary student surveys at up to two key moments, with data integrated in the Hub. • Ongoing Hub maintenance and new features.		

Payment Schedule

The RISE Network will submit multiple invoices for payment aligned to this scope of work for Crosby. Payment will be due within 30 days of receipt of the invoice. The table below provides a payment schedule for the services outlined above.

Invoices	Amount
Invoice #1: Payment due upon acceptance of this Agreement	$14,400.00
Invoice #2: On July 1, 2026	$14,400.00
Invoice #3: On July 1, 2027	$14,400.00
Total:	**$43,200.00**

Kennedy High School-RISE Scope of Work

2026-27 School Year

Purpose and Project Objectives:

The RISE Network team is pleased to submit this scope of work outlining the continuation of our partnership with John F. Kennedy High School (KHS) to support their continued growth in Grade 9 On-Track and Postsecondary Success. To date, RISE and KHS have partnered in several ways, including coaching and professional learning to increase FAFSA completion; participation by school and district leaders in RISE's Grade 9 Symposium; participation with Crosby and Wilby in the cross-district Grade 9 Focus Network; and access to the RISE Data Hub. With the services outlined in this scope of work, RISE aims to support continued progress in Kennedy High School, specifically pursuing the following objectives:

- Strengthen schools' capacity to sustain on-track efforts in Grade 9 and postsecondary access initiatives by building robust systems, structures, and practices.
- Improve Grade 9 on-track performance and postsecondary access rates through continued refinement of proven strategies and strengthening comprehensive postsecondary partnerships.
- Foster a unified district-wide approach by facilitating cross-school learning opportunities and establishing consistent practices across comprehensive high schools.
- Enhance educators' and leaders' abilities to effectively use on-track and postsecondary access data to design, implement, and refine evidence-based strategies.

Scope of Work

The scope of work below outlines the services in which Kennedy High School leaders have expressed interest for the 2026-27 school year.

Component	Description	Total Cost
Waterbury Grade 9 collaboratives	Four two-hour strategy sessions with leaders from central office, Kennedy, and Wilby HS to review Grade 9-focused school and district data, reflect on progress and challenges, establish focus areas, and commit to action items. RISE will seek input and feedback in the creation of agendas and materials, data review protocols, and action planning tools.	$5,000 total for KHS
On-Track Mentor	Youth development professional embedded at Kennedy High School five days per week supporting a Grade 9 student caseload. Each OTM supports approximately 50 students identified based on Grade 8 attendance and academic challenges. The OTM serves as a liaison between staff, administrators, families, and students, promoting Grade 9 on-track achievement.	$35,000 per 1 OTM, including salary and benefits

Component	Description	Total Cost
Postsecondary Working Group	Three two-hour in-person working group sessions for Kennedy's postsecondary team to focus on effective practices for postsecondary improvement teams, increasing financial access, systems for pathway exploration and planning, and review of student postsecondary survey data. Half-hour check-in calls with Kennedy's postsecondary leader between working group sessions to check in on progress and establish shared priorities for future working group sessions.	$5,500 total for KHS
Postsecondary Summit ***11/18/26***	Participation in one-day professional learning experience designed to support school teams in expanding postsecondary access and opportunity for all students. (Cost: $500 per attendee.)	$1,000 total for KHS (2 attendees)
Grade 9 Visit to RISE Core Network Partner High School ***Early Dec. date TBD***	RISE will host a delegation of educators for a facilitated visit to a Core Network partner high school. During the visit, educators will observe key structures and practices in action, connect with and learn from fellow educators working on improving on-track outcomes, and reflect on implementation and strategy design in light of their own contexts and observations. (Cost: $250 per attendee.)	$500 total for KHS (2 attendees)
RISE Annual Convening ***3/23/27***	Educators from each participating high school and central office will attend this annual event that brings together educators from all RISE Network partner schools and districts for community building, networking, and professional learning around our shared outcome goals. (Cost: $250 per attendee.)	$500 total for KHS (2 attendees)
	FY27/SY26-27 Total	**$47,500**

Payment Schedule for Kennedy High School

The RISE Network will submit quarterly invoices for payment aligned to this scope of work. Payment will be due within 30 days of issuance of the invoice.

Invoice Date	Invoice Amount - Kennedy
Upon the execution of the agreement.	$11,875
On December 1, 2026.	$11,875
On February 1, 2027.	$11,875
On May 1, 2027.	$11,875

RISE Network Overview

The RISE Network's mission is to ensure all students graduate from high school with a plan and the skills and confidence to achieve college and career success. Founded in 2015 in partnership with Connecticut educators and Dalio Education, RISE partners with public high schools to lead regional networks where school communities work together to use data to learn and improve. School partners collaborate to ensure all students experience success as they transition to, through, and beyond high school by using data to pinpoint needs, form hypotheses, and pursue change ideas to advance student achievement. Through our founding and most comprehensive network, we partner with eight high schools across seven school districts, serving over 13,000 students. Increasingly, we are pursuing opportunities to scale our impact within these same communities and in new schools and districts. Across our growing network of networks, RISE partners with 60 schools in 33 districts across six states reaching more than 40,000 students. Through our work, we focus on closing opportunity gaps, and the majority of RISE students identify as Black, Latine, and/or from low-income backgrounds. In 2021, the RISE Network was honored to receive the Carnegie Foundation's annual Spotlight on Quality in Continuous Improvement recognition.

Partnership Principles

Through our consulting engagements, we prioritize partnerships that reinforce the following principles:

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- **Equity:** We partner exclusively with organizations and districts committed to disrupting opportunity gaps with a focus on communities that serve high concentrations of historically marginalized populations. Our data-driven approach centers our work in evidence and personalization. We differentiate support for schools and educators, just as we support educators in differentiating their support for students. We value diversity and strive to create inclusive spaces where unique perspectives are welcomed and embraced.
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- **Flexibility:** Together, we will embark on innovative and ambitious projects. This work is necessarily dynamic. We ask our partners to be understanding of the occasional need to revisit and modify components of the work plan in order to pursue our intended outcomes.
- **Diversity, Equity, and Inclusion:** Achieving educational equity requires our collective efforts to close long-standing opportunity gaps for historically marginalized populations. We ask partners to confront policies, structures, and practices that may perpetuate inequities, and we ask partners to facilitate transparent and inclusive processes to empower educators, caregivers, and students in shaping improvement efforts.
- **Communication:** Changes to the scope of work will require mutual agreement. We make every effort to communicate early and often about the changing nature of our work and ask our partners to do the same. We ask the partner to identify a communications lead for the central office, as well as each of the partner schools. That way, we can remain coordinated and ensure effective communication.
- **Transparency and Access:** Given the collaborative nature of our work, we will work to establish reciprocal access and transparency. This will ensure that RISE supports are timely, aligned, and representative of organizational context and needs.

#11

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 31, 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 Weston & Sampson Engineers, 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 Weston& Sampson Engineers, 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
WESTON & SAMPSON ENGINEERS, INC.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and WESTON & SAMPSON ENGINEERS, INC., located at 55 Walkers Brook Drive, Suite 100, Reading, MA 01867, a State of Connecticut duly registered foreign (MA) corporation with a place of business at 712 Brook Street, Suite 102, Rocky Hill, CT 06547 (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 November 1, 2024 and consisting of 218 pages (incorporated by reference), and the Consultant's completed ATTACHMENT D – DISCIPINE LIST, and ATTACHMENT E – COST INFORMATION SCHEDULE (15 page "Cost Information Schedule Packet") (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 November 1, 2024 and consisting of 218 pages, and Consultant's Cost Information Schedule, consisting of 15 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:

- Parks/Recreation – Inspection
- Construction Administration
- Construction or Resident Engineering Inspection Services
- Water Pollution Control Facility Construction Administration Services
- Water Pollution Control Facility Resident Engineer and Inspection Services
- Sanitary Sewer Collection System Construction Administration Services
- Sanitary Sewer Pump Station Construction Administration Services
- Sanitary Sewer Collection System Resident Engineer & Inspection Services
- Sanitary Sewer Pump Station Resident Engineer & Inspection Services
- Water Pump Station Inspection Services
- Reservoir/Dam – Inspection Services
- Water Filtration Plant Improvement Inspection Services
- Water Main Inspection Services
- Water Storage Tank 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 November 1, 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 VIII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, the 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:

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

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

10.3.2 The 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: WESTON & SAMPSON ENGINEERS, INC.
55 Walkers Brook Drive, Suite 100
Reading, MA 01867

With a copy to: WESTON & SAMPSON ENGINEERS, INC.
712 Brook Street, Suite 103
Rocky Hill, CT 06067

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:

WESTON & SAMPSON ENGINEERS, INC.

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 November 1, 2024 and consisting of 218 pages (incorporated by reference), and the Consultant's completed ATTACHMENT D – DISCIPINE LIST, and ATTACHMENT E – COST INFORMATION SCHEDULE (15 page "Cost Information Schedule Packet") (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.

City of Waterbury
CONNECTICUT

DISCIPLINE LIST, BFO INFORMATION & MBE, DBE, WBE, SBE STATUS

November 2024

Engineering On-Call Services 2025 through 2027

RFQ No. 8132








November 1, 2024

712 Brook Street, Suite 103, Rocky Hill, CT 06067
Tel: 860.513.1473

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

Re: RFP #8132 Discipline List, BFO Information, MBE, DBE, SBE Status Information Schedule

Dear Mr. Kevin McCaffery:

We appreciate the opportunity to submit our qualifications to provide on-call professional engineering services for the City of Waterbury.

As instructed in your Request for Qualifications (RFQ), we have provided the following form separately from our Technical Proposal. With our diverse service offerings, multidisciplinary capacity, and extensive project experience, Weston & Sampson is well positioned to provide the required services for this program. We are confident the experience of our project team will ensure expert, timely, and cost-effective services for your project.

We thank you for taking the time to review our proposal and appreciate your consideration of Weston & Sampson for this opportunity. Please contact project manager Raju Vasamsetti, PE, by phone at 860-986-7933 or by email at vasamsettir@wseinc.com if you have any questions or would like more information.

Sincerely,
WESTON & SAMPSON ENGINEERS, INC.

Raju Vasamsetti, PE, CFM
Regional Manager

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: Weston & Sampson Engineers, 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. ***Our BFO is 1.85 across all disciplines for all years.**

NOTE: Provide MBE/DBE/WBE/SBE status and certification/documentation of same. **No MBE/DBE/WBE/SBE Status included for all disciplines.

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: Weston & Sampson Engineers, 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: Weston & Sampson Engineers, 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	☑				
General Civil / Site Engineering	☑				
General Municipal Improvements	☑				

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

Submitted By: Weston & Sampson Engineers, 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	☑				
Construction or Resident Engineering Inspection Services	☑				
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: Weston & Sampson Engineers, 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: Weston & Sampson Engineers, 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	☑				

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

Submitted By: Weston & Sampson Engineers, 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: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: Weston & Sampson Engineers, 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 5 years of experience and specialty.	$ 150	$ 150
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum 10 years of experience and specialty.	$ 190	$ 190

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 3 years of experience and specialty.	$ 125	$ 125
Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum 8 years of experience and specialty.	$ 160	$ 160
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 8 years of experience and specialty.	$ 150	$ 150
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum 3 years of experience and specialty.	$ 115	$ 115
Senior Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum 6 years of experience and specialty.	$ 140	$ 140
Field Technician	Collects samples for material testing, performs field material testing, provides field support, uses, maintains and deploys equipment. Specify minimum 3 years of experience and specialty.	$ 110	$ 110
Licensed Surveyor	Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum 5 years of experience and specialty.	$ 130	$ 130
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the state of Connecticut for this professional title. Specify minimum 10 years of experience and specialty.	$ 180	$ 180
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.	$ n/a	$
Architect	Holds a bachelor's degree or higher. Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum 6 years of experience and specialty.	$ 140	$ 140

Landscape Architect	Holds a bachelor's degree or higher. Licensed by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$ 160	$ 160
Construction Inspector (Senior)	ACI and NICET certified or Professional Engineer, Specify minimum 15 years of experience and specialty.	$ 180	$ 180
Construction Inspector (Staff)	ACI and NICET certified Specify minimum 5 years of experience and specialty.	$ 150	$ 150
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.	$ 180	$ 180
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 10 years of experience and specialty.	$ 80	$ 80
2 Man Survey Crew	Survey Crew consists of a party Chief with a minimum of 6 years of experience and a Rod Man with a minimum of 6 months experience,	$ 240	$ 240
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,	$ 300	$ 300

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
Senior Project Manager	Specify minimum 20 years of experience and specialty. WATER, WASTERWATER, ENVIRONMENTAL, TRANSPORTATION, ARCHITECTURE, DRAINAGE	$ 220	$ 220
Team Leader	Specify minimum 20 years of experience and specialty. WATER, WASTERWATER, ENVIRONMENTAL, TRANSPORTATION, ARCHITECTURE, DRAINAGE	$ 220	$ 220
Senior Team Leader	Specify minimum 25 years of experience and specialty. WATER, WASTERWATER, ENVIRONMENTAL, TRANSPORTATION, ARCHITECTURE, DRAINAGE	$ 250	$ 250
Principal, VP	Specify minimum 25 years of experience and specialty. WATER, WASTERWATER, ENVIRONMENTAL, TRANSPORTATION, ARCHITECTURE, DRAINAGE	$ 280	$ 280

_____	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. **Direct expenses listed below will be included along with the project fees on a per project basis. Mileage will be billed at the standard federal rate of 67c/mile.**

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

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

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



COMMUNICATIONS



July 22, 2026 through
August 4, 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 29, 2026

Ian Zabbara
19 Wadsworth St.
Waterbury, CT 06706
ianzabbara@gmail.com

Dear Mr. Zabbara:

This is to inform you that your request for a voluntary demotion to a Maintainer I (Req. #20260783) in the Department of Education has been approved. Your rate of pay in this new assignment will be $21.66 per hour.

Your official start date in this position will be July 30, 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
Mike Konopka, School Inspector
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

Lesly Morquecho
1109 Meriden Rd.
Waterbury, CT 06705

Dear Ms. Morquecho:

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. #20260351) at $19.53 per hour. Please contact Tracyann Menzies, 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
Tracyann 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 2, 2026

Tiasha Sands
150 Manhan St., Apt. 1-4
Waterbury, CT 06710

Dear Ms. Sanda:

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. #20260343) at $19.53 per hour. Please contact Tracie Menzies, 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 2, 2026

Rashid Grier
1185 Bank St., Apt. 1
Waterbury, CT 06702

Dear Mr. Grier:

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. #20260234) at $19.53 per hour. Please contact Tracie Menzies, 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, 2 2026
(REVISED)

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 Tracie Menzies, 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, 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. **Your first day reporting to your new department/supervisor will be August 20, 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.

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd
cc Board of Education
Dr. Schwartz, Supt. of Schools
Tracie Menzies, Director of Pupil Serv.
file

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Connecticut
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July 2, 2026

Rahiem Cordero
172 Chestnut Ave.
Waterbury, CT 06710

Dear Mr. Cordero:

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. #20260344) at $19.53 per hour. Please contact Tracie Menzies, 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.

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd
cc Board of Education
Dr. Schwartz, Supt. of Schools
Tracie Menzies, Director of Pupil Serv.
file

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

July 9, 2026

Dennis Ayala
1652 Meriden Rd., Apt. 24
Waterbury, CT 06705

Dear Mr. Ayala:

Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #20270006 – pending approval) at $21.49 per hour.

Your official start date in this position will be July 16, 2026.

Please contact Tracy-Ann Menzies, Director of Pupil Services at (203) 574-8000 ext 11165 with any questions you may have in regards to this position.

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

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

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc: Board of Education
Dr. Schwartz, Supt. of Schools
Tracy-Ann Menzies, Director of Pupil Serv.
File

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The City of Waterbury
Connecticut
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Office of the Civil Service Commission

July 9, 2026

Schmon Spencer
120 Hillside Ave., Apt. B6
Waterbury, CT 06710
Schmon_spencer27@yahoo.com

Dear Mr. Spencer:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #20260701) at $18.58 per hour. Please contact Mike Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, July 16, 2026 at 9:15 a.m. at the Department of Education Training Room, located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be July 17, 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.

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Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 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
Mike Konopka, School Inspector
file

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Waterbury, CT 06702

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The City of Waterbury
Connecticut
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Office of the Civil Service Commission

July 9, 2026

Mandie Dreher
350 Newridge Ave.
Waterbury, CT 06708

Dear Ms. Dreher:

Your name is being certified to the Department of Education – Food Service for the position of Food Service Site Coordinator (Req. #20260574) at $29.09 per hour.

Your official start date in this position will be July 28, 2026

Please contact Adam Shaban, Director of Food Service at (203) 574-8195 with any questions you may have in regards to this position.

You are required to hold and maintain the Sanitation Certification approved by the State of Connecticut in your position. It is your responsibility to provide notice to Human Resources of any changes in your license or certification status. Further, it is your responsibility to provide proof of license renewal and/or active certification for any license or certification that expires or becomes inactive, for any reason, during your employment with the City of Waterbury.

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

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

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc: Board of Education
Dr. Schwartz, Supt of Schools
Adam Shaban, Director of Fd Serv
File