Board of Education

RESCHEDULED REGULAR MEETING

Thursday, August 20, 2026 – 5:30 p.m.

Rotella Magnet School, 380 Pierpont Road, Waterbury, CT

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/QrPHncLJi8I.

A G E N D A

1. Silent Prayer

2. Pledge of Allegiance to the Flag

3. Roll Call

4. Communications

a) Copy of communication dated June 29, 2026 from Civil Service to Ian Zabbara regarding voluntary demotion to Maintainer I.
b) Copy of communication dated June 30, 2026 from Civil Service certifying Lesly Morquecho for the position of Paraprofessional I.
c) Copy of communications dated July 2, 2026 from Civil Service certifying Tiasha Sands, Rashid Grier, Georgina Lopes, and Rahiem Cordero for the position of Paraprofessional I.
d) Copy of communications dated July 9, 2026 from Civil Service certifying Dennis Ayala for the position of Paraprofessional II, Schmon Spencer for the position of Maintainer I, and Mandie Dreher for the position of Food Service Site Coordinator.
e) Copy of communication dated July 31, 2026 from Civil Service to George Hage regarding voluntary demotion to Paraprofessional I.
f) Copy of communication dated August 4, 2026 from Civil Service certifying Lori Eldridge for the position of Assistant Superintendent of Schools – Elementary.
g) Copy of communication August 4, 2026 from Civil Service certifying Vincent Balsamo for the position of Assistant Superintendent of Schools – Secondary.
h) Copy of communication dated August 5, 2026 from Civil Service certifying Heather Graham for the position of Food Service Worker.
i) Copy of communication dated August 6, 2026 from Civil Service certifying Peter McCasland for the position of Assistant Superintendent of Schools – Secondary.
j) Copy of communication dated August 7, 2026 from Civil Service to Stephen Ezzo regarding voluntary demotion to Carpenter.
k) Copy of communication dated August 11, 2026 from Civil Service to Jette Trueheart regarding voluntary demotion to Paraprofessional I.
l) Copy of communication August 6, 2026 from Civil Service certifying Peter McCasland for the position of Assistant Superintendent of Schools – Secondary.

5. Public Addresses the Board - All speakers are encouraged to submit prepared written statements to the Commissioners. Comments shall be limited to a maximum of five minutes. There will be no responses this evening to any questions or concerns raised; they will be referred to the Administration for review and response.

6. Superintendent's Announcements

7. President's Comments

8. Consent Calendar

8.1 *Committee of the Whole:* Request approval of PACT License with Home Builders Institute (HBI) for the Pre-Apprenticeship Certificate Training (PACT) Program.

8.2 *Committee on Finance:* Request approval to apply for the CSDE Family Resource Center Grant Program FY27 for Wilson School.

8.3 *Committee on Finance:* Request approval to apply for the CSDE Family Resource Center Grant Program FY27 for Reed School.

8.4 *Committee on Finance:* Request approval of a Professional Services Agreement with Weston & Sampson Engineers, Inc. for engineering on-call services.

9. Items removed from Consent Calendar

10. Committee on Finance – Commissioner Orso

10.1 Request approval of Amendment Two (2) to the Student Intern Affiliation Agreement with University of Connecticut for social work student internships.

10.2 Request approval of a contract with KONE Inc. for elevator service, maintenance and repairs.

11. Superintendent's Notification to the Board

11.1 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

11.2 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)
Melo, Adelyn	Fengler, Deanna (sub)	Smith, Holly
Kelly, Erica (sub)	Ferati, Jeannette	Strachan, Andrea
Pino, Holly (sub)	Fiore, Patience	Yamashita-Iverson, Kazumi (sub)
Rearson, Michael	Fusco, Sara (sub)	
Zukauskas, Leah		

11.3 Roberto Clemente International Dual Language School 2026-27 Before & After School Care Program appointments:

Teachers		*Classroom Assistant*
De La Cruz, Yaritza (sub)	Garcia, Nilsa	Garcia Lugo, Raquel
Diodonet, Yamailys	Rodriguez Velez, Nanichi	

11.4 Teacher new hires:

Name		School	Position	Grade Level
Agdish	Beth	WAMS	Special Ed - Resource	6-8
Amponsah	Oheneba	NEMS	Special Ed - Resource	6-8
Aragon Mendoza	Dulce	Bucks Hill	Bilingual Sped	K-5
Arline Mendoza	Zhanise	Wallace	School Counselor	6-8
Boxell	Anna	Wilby	ELA	9-12
Campbell	Abigail	Hopeville	Special Ed	K-2
Campbell	Shantae	WAMS	Special Ed - Resource	9-12
Capo	Eric	NEMS	Social Studies	7
Cole	Warner	Kennedy	Bilingual Social Studies	9-12
Colon	Steven	Crosby	Social Studies	9-12
Currie	Melanie	Regan	Elementary Teacher	K
Davis	Brittany	NEMS	Special Ed - ABA	6-8
Davis	Tyrell	Wilby	Special Ed - Ess. Skills	9-12
De La Cruz	Yaritza	International	Elementary Teacher	6
Del Valle	Gabriella	International/Regan	Special Ed - Resource	K-2
DeSanto	Christine	Tinker	Elementary Teacher	2
Dubin	Timothy	Rotella	Music	K-5
Dunn	Laney	NEMS	ELA	6
Fortunato	Melissa	Crosby	Special Ed - BDLC	9-12
Galante	Joseph	WSMS	Special Ed - Scope	6-8
Goebel	John	WSMS	Science	8
Goss	Crystal	Wallace	Art	6-8
Griffin	Katherine	WAMS	Special Ed - Resource	6-8
Guadalupe De Jesus	Tanishaliz	WCA	World Lang. - Spanish	9-12
Guglielmo	Jill	Bunker Hill	Special Ed - BDLC	3-5
Hayes	David	State Street	Special Ed	9-12
Johnson	Susan	Driggs	Elementary Teacher	4
Joyce	Jenna	Wallace	ELA	7
Kenefick	Allison	Washington	Art	K-5
Khan	Bushra	Wallace	Math	8
Kosko	Claudia	Bunker Hill	Elementary Teacher	K
Kudrle	Ariella	Carrington	Social Studies	7-8
Lamar	Brittney	Districtwide	SLP	K-5
Largent	Jason	WCA	Music	9-12
Long	Danielle	Driggs	Elementary Teacher	3

Lucarelli	Isabelle	Generali	Elementary Teacher	3
Markie	Stephanie	Sprague	Elementary Teacher	4
Martinez-Segarra	Micxel	Bucks Hill Annex	Special Ed	Pre-K
Martino	Samantha	Rotella	Elementary Teacher	1
Meneo	Alyssa	Tinker	Elementary Teacher	1
Messier	Meghan	Kingsbury	Special Ed - IDEA	Pre-K
Minor	Olivia	Wilson	Elementary Teacher	1
Morgan	Brooke	Chase	Elementary Teacher	5
Navin	Casey	Regan/Washington Split	PE/Health	K-5
O'Brien	Susan	Wilson	Special Ed	K
O'Reilly	Seamus	WAMS	Social Studies	6-8
Parker	Grace	Reed	Elementary Teacher	4
Powell	Zaya	Wallace	Science	8
Ramos	Francisca	International	Elementary Teacher	K
Rivera Rodriguez	Maria	Walsh	Special Ed	K-2
Robertson	Sarah	Reed	Library/Media	K-8
Rodela	Tamires	NEMS	Math	8
Ross	Tammie	Walsh	Special Ed	K-2
Rouker	Vanessa	WAMS	Science - Chemistry	9-12
Sansom	Kate	Reed	Special Ed	4-8
Stone	Brianna	Wendell Cross	Special Ed - Ess. Skills.	PK-8
Suarez	Beatrice	Kingsbury	Special Ed	K-5
Thomas	Alycia	Washington	Elementary Teacher	5
Tracey	Nora Tracey	NEMS	Special Ed - Resource	6-8
Trombley	Stephanie	Driggs/State St. Split	Library/Media	K-10
Troy	Ryan	Reed	Elementary Teacher	3
Trzcinski	Daniel	Crosby	FCS - Culinary	9-12
Velazquez	Martha	Wallace	World Lang. - Spanish	6-8
Williams	Jamila	Bunker Hill	Special Ed - Resource	K-5
Willis	Kenesha	Wilby	Allied Health	9-12
Zammit	DeAnna	Wilson	School Social Worker	K-5

11.5 Resignations:

Name	*Position*	*Effective*
Blanchette, Skye	NEMS/Special Ed	06/30/26
Boucher, Jennifer	Driggs-Duggan/Elementary STEM Coach	07/08/26
Chicano, Christina	Kingsbury/Library Media Specialist	06/30/26
Ferreira, Justine	WMS/Special Ed	06/30/26
Golafshani, Laleh	State Street/Art	06/30/26
Hood, Morgan	KHS/ELA	06/30/26
Iacovone-Boivin, Rachel	Carrington/Grade K	06/30/26
Malin, Caroline	Walsh/Grade 5	06/30/26
Marchetti, Michele	WSMS/Special Ed-BDLC	07/31/26
Marchitto, Cassidy	RC International/Elementary (English)	06/30/26

Mckenzie, Makeda	WSMS/ELA Grade 7	07/30/26
Medina, Lori	WSMS/Science	06/30/26
Pierce, Kristine	WHS/Math	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
Senan, Naseem	Gilmartin/Grade 5	06/30/26
Spetrino, Louis	KHS/Tech Ed	06/30/26

11.6 Walsh School 2026-27 Before & After School Care Program appointments:

Name	*Position*
Just, Patricia	Lead Teacher
Danzinger, Byron	Teacher
Oley, Mary Beth	Paraprofessional
Anglin, Seritha	Assistant (AM/PM)
Laird, Jennifer	Sub-Teacher
Lubus Nicole	Sub-Teacher
Maldonado, Joanne	Sub-Teacher
Sanchez, Dawn	Sub-Teacher (AM)
Sargis, Kristen	Sub-Teacher
Stoto, Ashley	Sub-Teacher

12. Committee Chair Reports

13. ***Executive Session*** for discussion concerning the appointment, employment, performance, evaluation, health, or dismissal of a public officer or employee

14. Adjournment

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #8.1
August 20, 2026

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve of PACT License with Home Builders Institute (HBI) for the Pre-Apprenticeship Certificate Training (PACT) Program.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #8.2
August 20, 2026

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve to apply for the CSDE Family Resource Center Grant Program FY27 for Wilson School.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #8.3
August 20, 2026

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve to apply for the CSDE Family Resource Center Grant Program FY27 for Reed School.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #8.4
August 20, 2026

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve of a Professional Services Agreement with Weston & Sampson Engineers, Inc. for engineering on-call services.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #10.1
August 20, 2026

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve Amendment Two (2) to the Student Intern Affiliation Agreement with University of Connecticut for social work student internships.

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WATERBURY
PUBLIC SCHOOLS

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

EXECUTIVE SUMMARY

DATE: August 12, 2026

To: Board of Education

FROM: Tracy-Ann Menzies, Director of Pupil Services

RE: Approval of Amendment No. 2 to Student Intern Affiliation Agreement between the **City of Waterbury** and **The University of Connecticut**

The Pupil Services Department requests the approval of Amendment No.2 to the Agreement between the City of Waterbury Public Schools (WPS) and **The University of Connecticut**. The purpose of the Student Intern Affiliation Agreement is to provide a Waterbury Teacher Association (WTA) Social Workers, selected as mentors, a stipend to supervise and serve as a mentor to University of Connecticut School of Social Work Interns.

The City first entered into a three (3)-year Student Intern Affiliation Agreement with the University effective on November 29, 2022 and terminated on August 31, 2025, or the last scheduled school date, whichever occurs first, for Social Work Student Internships.

The City then elected to exercise its First Option to extend said Agreement for the period of September 1, 2025 through August 31, 2026, under the same terms and conditions as set forth in the November 29, 2022 Agreement.

The City elected to exercise its Second Option to extend said Agreement by letter signed June 11, 2026 from September 1, 2026 through August 31, 2027, under the same terms and conditions as set forth in the November 29, 2022 Agreement and its July 2, 2025 Amendment 1.

This Amendment No. 2 to the Agreement shall extend a stipend to compensate each selected WTA social worker in the amount of **$1,000.00 per semester** for the 2026-27 school year to supervise and serve as mentor to University of Connecticut School of Social Work Interns. The stipend will be paid through reimbursement by the University of Connecticut.

Sincerely,

Tracy Menzies

Director of Pupil Services

Amendment Number 2
to
Student Intern Affiliation Agreement
for
Social Work Student Internships
between
The City of Waterbury, Connecticut
and
The University of Connecticut

THIS AMENDMENT NUMBER 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 THE UNIVERSITY OF CONNECTICUT (the "University"), a constituent unit of the State of Connecticut System of Higher Education, having a principal place of business at 343 Mansfield Road, U-1280, Storrs, CT 06269-1280 (jointly referred to as the "Parties").

WHEREAS, the City entered into a three (3)-year Student Intern Affiliation Agreement with the University effective on November 29, 2022 and terminating on August 31, 2025, or the last scheduled school date, whichever occurs first, for Social Work Student Internships (the "Agreement" or "Contract");

WHEREAS, the City elected to exercise its First Option to extend said Agreement by letter signed April 2, 2025 for the period of September 1, 2025 through August 31, 2026, under the same terms and conditions as set forth in the November 29, 2022 Agreement;

WHEREAS, the City elected to exercise its Second Option to extend said Agreement by letter signed June 11, 2026 for the period of September 1, 2026 through August 31, 2027, under the same terms and conditions as set forth in the November 29, 2022 Agreement and its July 2, 2025 Amendment 1; and

WHEREAS, in accordance with Section 21 of the Agreement, the Parties hereby wish to amend Section 4 of the Agreement to reflect that the City shall pay a $1,000.00 per semester stipend to select Waterbury Public Schools social workers for mentorship and supervision of Student Interns, which shall be reimbursed by the University, for the 2026-2027 school year.

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

1. **Section 4.8** is hereby deleted in its entirety and replace with the following language:

4.8 The Hosting School shall assign the Student Intern a qualified SW Mentor employed by Waterbury Public Schools with at least two (2) years of relevant work experience

following completion of a Master in Social Work program from an accredited university. The SW Mentor shall provide mentorship and supervision of the Student Intern as detailed below for the duration of the Student Intern's placement with the Hosting School, September 2, 2026 through April 18, 2027 (the "Internship Period"). Each SW Mentor shall be paid a Stipend by the City, to be reimbursed by the University, in the amount of one thousand dollars **($1,000.00**) per semester for Student Intern mentorship and supervision. In the event that no qualified social worker employed by Waterbury Public Schools is available and willing to serve as a SW Mentor, or the Waterbury Teachers Association does not agree to permit its members to serve as SW Mentors under the Agreement, the City shall be excused from providing SW Mentors, and shall in no way be considered in breach thereof.

2. All other terms, conditions, and provisions of the Agreement and Amendment 1 remain in full force and effect and binding upon the parties hereto.

(Signatures next page)

IN WITNESS WHEREOF, the parties hereto executed this Amendment Number 2 on the dates indicated below.

WITNESSES:

_____

_____

CITY OF WATERBURY

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

Date: _____

WITNESSES:

Kim O'Connor

08/06/2026

THE UNIVERSITY OF CONNECTICUT
Pursuant to CGS §§ 10a-104 and 10a-108

By: _____
Jean McCarthy
Its: Director, OCPC

Date: 08/06/2026

KEVIN McCAFFERY
DIRECTOR OF PURCHASING

OFFICE OF THE DIRECTOR OF PURCHASING

THE CITY OF WATERBURY

CONNECTICUT

To: Tracy-Ann Menzies, Director of Pupil Services

From: Kevin McCaffery, Director of Purchasing

Subject: Waiver Request – Amendment to Contract with the University of Connecticut for Social Work Student Interns

Date: August 12, 2026

I have reviewed the information provided by Tracy-Ann Menzies, Director of Pupil Services, concerning the above amendment.

The following does apply per § 38.073 **AMENDMENTS TO CONTRACTS**

(B) (1) The amendment is consistent with the scope of the original procurement.

Therefore, it is my opinion to proceed with the amendment with the University of Connecticut.

WATERBURY
PUBLIC SCHOOLS

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

Date: August 12, 2026

To: Kevin McCaffrey, Director of Purchasing, City of Waterbury

From: Tracy-Ann Menzies, Director of Pupil Services

Subject: Request for Letter of Consistency to Amend the Student Intern Affiliation Agreement between the **City of Waterbury** and **The University of Connecticut**

Dear Mr. McCaffrey,

The Pupil Services Department seeks to amend the current Student Intern Affiliation Agreement between City of Waterbury and **The University of Connecticut**. The purpose of the Student Intern Affiliation Agreement is to provide Waterbury Teacher Association (WTA) Social Workers, selected as mentors, a stipend to supervise and serve as a mentor to University of Connecticut School of Social Work Interns.

The department is seeking to amend the terms of the current fully executed agreement to include a $1,000 stipend which will be funded through a Department of Education Grant as a flow through from The University of Connecticut. This will be of no cost to The City of Waterbury.

The Department requests your written permission, as Director of Purchasing under Section 38.073 of the Waterbury Procurement Ordinance, to amend the above referenced contract as described above. If there is any other information you need, please let me know.

Sincerely,

Tracy Menzies

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #10.2
August 20, 2026

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve a contract with KONE Inc. (RFP 8764) for elevator service, maintenance and repairs.

WATERBURY PUBLIC SCHOOLS

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

MEMORANDUM

DATE: August 18, 2026

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

FROM: Rebecca Gonzalez, Chief Operating Officer

RE: Executive Summary for Contract (RFP#8764) for Education Department Elevator Service Maintenance and Repairs with KONE, Incorporated

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The Education Department respectfully requests your review and approval of a maintenance service agreement with KONE, Incorporated (KONE) for elevator maintenance and repair services at all applicable schools in the total amount of $431,230.

The three-year agreement will provide routine elevator maintenance and on-call repair services, including monthly examinations, adjustments, cleaning, training, and lubrication of school elevators. The contract term begins September 1, 2026 through August 31, 2029, covering 30 elevators during the first year and 32 elevators during the second and third years, following the completion of the elevator additions at Wilson and Driggs. As required by the State of Connecticut, a five-year full-load test will be performed on an estimated 11 elevators during the contract term, as not all elevators will be due for testing within the three-year period. The full-load test is $5,440 per elevator, for a total estimated cost of $59,840 over the term of the contract. An owner-controlled contingency of $34,257.20 is also included to address unforeseen circumstances that may arise during maintenance or repair work.

The total contract amount of $431,230 is comprised of the following:

- Year 1: $108,000
- Year 2: $112,320
- Year 3: $116,812.80
- Five-year full-load tests: $59,840
- Owner-controlled contingency: $34,257.20

A representative from the Education Department will be present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you for your consideration.

c: Michal Konopka, Jerry Gay

Contract
for
Elevator Service Maintenance and Repairs
at
Department of Education Facilities
between
The City of Waterbury
and
KONE Inc.

THIS CONTRACT, effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY,** City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and **KONE INC.,** located at 60 Commerce Drive, Trumbull, Connecticut 0661, a Delaware corporation authorized to do business in Connecticut (the "Contractor").

WHEREAS the Contractor submitted a bid to the City in response to **Request for Proposal ("RFP") No. 8764** regarding elevator service maintenance and repairs on behalf of the City's Department of Education at certain of its facilities (the "Project");

WHEREAS the City accepted the Contractor's bid for **RFP No. 8764;** and

WHEREAS the City desires to obtain the Contractor's services pursuant to the terms set forth in this Contract.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this agreement (also referred to herein as the "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with (i) all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and (ii) generally accepted professional standards.

LL The Project consists of providing elevator service maintenance and on-call repair services at certain City Department of Education facilities -- all as more particularly detailed and described in the Bid Documents in **Attachments A,** which is attached hereto and made a material part hereof. **Attachment A** consists 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. 8764,** incorporated by reference;

1.1.2 Addendum 1 to **RFP No. 8764** (attached hereto);
1.1.3 Contractor's Price Proposal, dated May 11, 2026, consisting of 4 pages (attached hereto);
1.1.4 Contractor's Response with associated attachments to **RFP No. 8764,** consisting of 102 pages (attached hereto);
1.1.5 All applicable federal, state and local statutes, regulations charter and ordinances (incorporated by reference);
1.1.6 City of Waterbury, Board of Education, **RFP No. 8764,** Scope of Services;
1.1.7 Contractor's Certificate of Insurance (attached hereto, or otherwise incorporated by reference);
1.1.8 All amendments and change orders issued by the City after execution of Contract (incorporated by reference); and
1.1.9 All applicable permits and licenses (incorporated by reference).

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

1.2.1 All applicable Federal, State, and local laws, regulations, charter and ordinances;
1.2.2 Amendment(s) and Change Orders;
1.2.3 This Contract;
1.2.4 Addenda to **RFP No. 8764,** if any;
1.2.5 **RFP No. 8764** including City of Waterbury, Board of Education, **RFP No. 8764** Scope of Services;
1.2.6 Contractor's Price Proposal; 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 the use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by the Contractor or under its

supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

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

3. Responsibilities of the Contractor. The Contractor agrees to properly implement the services required in the manner herein provided. The Contractor shall, in addition to any other responsibilities set forth in this Contract and the Schedules and Attachments hereto, perform the following coincident with the performance of this Contract:

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

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

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

3.1.3 it is solely responsible for resolving any issues resulting from its failure to conduct due diligence and it shall assume all resulting costs it incurs during the Project;

3.1.4 it was responsible for specifying any changes and disclosing any associated new costs prior to 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. 8764** (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, unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times. This provision shall not excuse the Contractor from timely performance under the Contract.

3.5. Cleaning Up. The Contractor shall 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.

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 term of this Contract shall be September 1, 2026, through August 31, 2029 ("Contract Time").**[JPY1]**

5.1. Attached hereto as **Attachment B,** 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. 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 **FOUR HUNDRED THIRTY-ONE THOUSAND TWO HUNDRED THIRTY DOLLARS ($431,230)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Price Proposal set forth in **Attachment A,** which is summarized below and inclusive of the required payment and performance bonds:

i. Year 1 (9/1/26 through 8/31/27) -- **$108,000** (base payment);
ii. Year 2 (9/1/27 through 8/31/28) -- **$112,320** (base payment);
iii. Year 3 (9/1/28 through 8/31/29) -- **$116,812.80** (base payment);[JPY2]
iv. Allowance for 5 Year Load Test is **$5,440** per elevator with an estimated 11 elevators for a total of **$59,840** as governed by **Section 6.1.3** below; and
v. **$34,257.20** -- Owner Controlled Contingency as governed by **Section 6.1.3** below.

6.1.1 On-Call Repair Services. The Contractor shall bill for on-call repair services as per the Contractor's Price Proposal attached hereto.

6.1.2 Woodrow Wilson Elementary and Driggs Elementary Schools. If and when elevator maintenance services are required at Woodrow Wilson Elementary or Driggs Elementary Schools, the cost for those services shall be treated in accordance with **Section 27.**

6.1.3 Owner Controlled Contingency and Allowance(s). At the sole discretion and control of the City, the Contingency and Allowance amount as set forth in **Section 6.l(v)** of this Contract shall be utilized for payment to the Contractor for additional work requested and approved by the City in writing to be performed by the Contractor. The basis for payment for the additional work under the Contingency and Allowance shall be separate and apart from the Base Payment set forth above. The Owner Controlled Contingency and Allowance

shall be the funding source for any City approved additional work and services. Unless properly approved in writing by the City **(see Section 27),** Contractor shall not be entitled to any compensation from such contingency or allowance. The parties agree that a Change Order Form shall be utilized to set forth the additional services, cost of additional services and time for Contractor to provide said service.

6.2. 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.

6.2.1 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.

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

6.3. Bid Costs. All costs of the Contractor in preparing its bid for **RFP Number 8764** 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.

6.4. 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; at the City's discretion is may request written confirmation that such payment obligations are fulfilled prior to releasing any subsequent payments to the Contractor. Before final City payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all the foregoing payment obligations have been fully completed.

6.5. 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.

6.6. 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.

6.7. Contractor's Certificate of Completion. Upon the Contractor's completion of each service required hereunder, it shall, in each instance, file with the City a written, notarized affidavit setting forth the amount of work performed. The City reserves the right to verify or challenge by any reasonable means the accuracy of said affidavit.

6.8. Payments Subject to Correction. All City payments, including those relating to extra or additional work, retainage(s), and holdback(s), shall be subject to correction. No payment, final or partial, shall act as a release to the Contractor or its surety from any Contractor obligation(s) under this Contract.

~~**6.8. Tariffs. Notwithstanding anything to the contrary in this Contract, Contractor shall be entitled to an adjustment in the Price, including but not limited to any increased costs of materials, resulting from any change in law (by legislation, executive order, treaty, or other similar means), or any increase in duties or tariffs on imported materials, raw materials, and/or finished goods, whether imposed by domestic or foreign governments.~~**[JPY3]**

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

9.2. In any and all claims against the City, Board of Education or any of City's boards, including the Board of Education, and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials by the Contractor or any employee of the Contractor , any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation

under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

9.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees and officials as provided in this Contract.

9.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, including the Board of Education, and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, comrr11ss10ns, 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, with the exception of Contractor's Excess carrier who is Finnish and rated under Standard and Poor's/Moody's.**[JPY4]**

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 its Boards 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 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.

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.

11.4.5 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 Contractor.

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

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

11.7. Certificates of Insurance: The Contractor's General, Automobile, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees as an additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution Liability. The insurance afforded by the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees are listed as additional insured on all lines of coverage as their interests 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 certificate.

12. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: **EQUAL EMPLOYMENT OPPORTUNUTY; COPELAND ANTI-KICKBACK ACT,** as supplemented in the Department of Labor Regulations (29 CFR, Part 3); **DAVIS ,BACON ACT** as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); **THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974,** as amended; **TITLE 31** and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference made a part hereof.

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

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

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

12.2.2 The Contractor is aware of, and shall comply with, as applicable, the provisions of the Federal Davis-Bacon Act, the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021), the Elementary and Secondary School Emergency Relief Supplemental Appropriations Act of 2021 signed into law December 27, 2020 (ESSER II Fund) and the American Rescue Plan Elementary and Secondary School Emergency Relief Fund signed into law March 11, 2021, all the provisions of which are hereby incorporated by reference and made a part of this Contract.

12.3. Compliance with Chapters 34, 38, and 39 of the Code of Ordinances of the City. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with the provisions of Chapters 34, 38, and 39 of the Code of Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

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

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

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

13.3. Contractor Corrective Action.

13.3.1. Pursuant to Conn. Gen. Stat. § 4a-60, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:

(a) Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take corrective action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, as amended by this act, 46a-68e, 46a-68f and 46a-86; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the contractor related 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 projects.

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 the information requested by the commission, and permits 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 **Section 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 requirements shall not relieve the Contractor from its requirement that all services provided hereunder shall comply with all Federal, State and local laws, regulations and ordinances.

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

18.2. The Contractor is responsible for and shall control activities of its subcontractors, and the subcontractors shall consult and cooperate with one another and other contractors working on the Project site. Each subcontractor shall furnish all necessary information to other subcontractors and shall lay out and install its own work

to avoid any delays or interferences with the work of another. Any cost for changes, cutting and/or repairing made necessary by failure to observe the above requirements shall be borne by the Contractor or subcontractor responsible for such failure or neglect.

18.3. The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove a subcontractor.

18.4. The Contractor shall make payments to its subcontractors in accordance with all applicable state and federal laws and regulations. At the City's sole discretion (but not obligation), it may require written proof that all prior periodic payments to subcontractors have been made prior to releasing any subsequent payments, including final payment.

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

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

21. Interest of City Officials. No member of the governing bodies of the City, 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 Number 8764** and **(ii)** the Contractor's Bid response to **RFP Number 8764.** 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:	KONE Inc. 60 Commerce Drive, Trumbull, CT 06611
City:	City of Waterbury City Hall 235 Grand Street Waterbury, CT 06702
With a copy to:	Waterbury Corporation Counsel's Office City of Waterbury City Hall 235 Grand Street Waterbury, CT 06702

34. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions. The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the labor, services, equipment, materials, reports, plans, specifications,

drawings, deliverables, incidentals, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc, whether they are expressly stated in this Contract, including but not limited to the following:

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

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

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

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

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

34.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a

City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 34.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 34.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

34.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

34.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 34.1-34.7.

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

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

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

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

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

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

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

35. Definitions. Whenever the following, words, terms, etc. appear in this Contract, the intent and meaning shall be as follows:

35.1. **Additional Work:** Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.

35.2. **Bid or Proposal:** The form on which the bidder is to submit a bid for the Work contemplated.

35.3. **Bidder:** A person, partnership, corporation or other business organization submitting a bid on the form for the Work contemplated.

35.4. **City:** The City of Waterbury, acting directly or through specifically authorized personnel.

35.5. **Construction Supervisor:** An employee of the City of Waterbury, or another City duly authorized person.

35.6. **Contract Time:** The number of days as stated in the Contract to: (i) achieve Substantial Completion and (ii) Final Completion.

35.7. **Equal:** The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.

35.8. **Final Completion:** The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.

35.9. **Notice to Proceed:** A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.

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

35.11. **Project Engineer or Manager:** An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.

35.12. **Shop Drawings:** Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.

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

35.14. **Subcontractor:** A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.

35.15. **Substantial Completion:** The time at which, in the opinion of the Engineer, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project mean Substantial Completion thereof.

35.16. **Substitution:** A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.

35.17. **Supplementary General Conditions:** An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.

35.18. **Work:** All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.

35.19. **Using Agency:** School Inspector's Office, Department of Education.

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: **KONE INC.**

_____ By:_____
Aaron Ites, Senior Vice President

_____ Date:_____

ATTACHMENT A

ATTACHMENT B

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #11.1
August 20, 2026

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following 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

Respectfully submitted,

Dr. Darren Schwartz
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #11.2
August 20, 2026

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following 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)
Melo, Adelyn	Fengler, Deanna (sub)	Smith, Holly
Kelly, Erica (sub)	Ferati, Jeannette	Strachan, Andrea
Pino, Holly (sub)	Fiore, Patience	Yamashita-Iverson, Kazumi (sub)
Rearson, Michael	Fusco, Sara (sub)	
Zukauskas, Leah		

Respectfully submitted,

Dr. Darren Schwartz
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #11.3
August 20, 2026

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Roberto Clemente International Dual Language School 2026-27 Before & After School Care Program appointments:

Teachers		*Classroom Assistant*
De La Cruz, Yaritza (sub)	Garcia, Nilsa	Garcia Lugo, Raquel
Diodonet, Yamailys	Rodriguez Velez, Nanichi	

Respectfully submitted,

Dr. Darren Schwartz
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #11.4
August 20, 2026

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following teacher new hires:

Name		School	Position	Grade Level
Agdish	Beth	WAMS	Special Ed - Resource	6-8
Amponsah	Oheneba	NEMS	Special Ed - Resource	6-8
Aragon Mendoza	Dulce	Bucks Hill	Bilingual Sped	K-5
Arline Mendoza	Zhanise	Wallace	School Counselor	6-8
Boxell	Anna	Wilby	ELA	9-12
Campbell	Abigail	Hopeville	Special Ed	K-2
Campbell	Shantae	WAMS	Special Ed - Resource	9-12
Capo	Eric	NEMS	Social Studies	7
Cole	Warner	Kennedy	Bilingual Social Studies	9-12
Colon	Steven	Crosby	Social Studies	9-12
Currie	Melanie	Regan	Elementary Teacher	K
Davis	Brittany	NEMS	Special Ed - ABA	6-8
Davis	Tyrell	Wilby	Special Ed - Ess. Skills	9-12
De La Cruz	Yaritza	International	Elementary Teacher	6
Del Valle	Gabriella	International/Regan	Special Ed - Resource	K-2
DeSanto	Christine	Tinker	Elementary Teacher	2
Dubin	Timothy	Rotella	Music	K-5
Dunn	Laney	NEMS	ELA	6
Fortunato	Melissa	Crosby	Special Ed - BDLC	9-12
Galante	Joseph	WSMS	Special Ed - Scope	6-8
Goebel	John	WSMS	Science	8
Goss	Crystal	Wallace	Art	6-8
Griffin	Katherine	WAMS	Special Ed - Resource	6-8
Guadalupe De Jesus	Tanishaliz	WCA	World Lang. - Spanish	9-12
Guglielmo	Jill	Bunker Hill	Special Ed - BDLC	3-5
Hayes	David	State Street	Special Ed	9-12
Johnson	Susan	Driggs	Elementary Teacher	4
Joyce	Jenna	Wallace	ELA	7
Kenefick	Allison	Washington	Art	K-5
Khan	Bushra	Wallace	Math	8

Kosko	Claudia	Bunker Hill	Elementary Teacher	K
Kudrle	Ariella	Carrington	Social Studies	7-8
Lamar	Brittney	Districtwide	SLP	K-5
Largent	Jason	WCA	Music	9-12
Long	Danielle	Driggs	Elementary Teacher	3
Lucarelli	Isabelle	Generali	Elementary Teacher	3
Markie	Stephanie	Sprague	Elementary Teacher	4
Martinez-Segarra	Micxel	Bucks Hill Annex	Special Ed	Pre-K
Martino	Samantha	Rotella	Elementary Teacher	1
Meneo	Alyssa	Tinker	Elementary Teacher	1
Messier	Meghan	Kingsbury	Special Ed - IDEA	Pre-K
Minor	Olivia	Wilson	Elementary Teacher	1
Morgan	Brooke	Chase	Elementary Teacher	5
Navin	Casey	Regan/Washington Split	PE/Health	K-5
O'Brien	Susan	Wilson	Special Ed	K
O'Reilly	Seamus	WAMS	Social Studies	6-8
Parker	Grace	Reed	Elementary Teacher	4
Powell	Zaya	Wallace	Science	8
Ramos	Francisca	International	Elementary Teacher	K
Rivera Rodriguez	Maria	Walsh	Special Ed	K-2
Robertson	Sarah	Reed	Library/Media	K-8
Rodela	Tamires	NEMS	Math	8
Ross	Tammie	Walsh	Special Ed	K-2
Rouker	Vanessa	WAMS	Science - Chemistry	9-12
Sansom	Kate	Reed	Special Ed	4-8
Stone	Brianna	Wendell Cross	Special Ed - Ess. Skills.	PK-8
Suarez	Beatrice	Kingsbury	Special Ed	K-5
Thomas	Alycia	Washington	Elementary Teacher	5
Tracey	Nora Tracey	NEMS	Special Ed - Resource	6-8
Trombley	Stephanie	Driggs/State St. Split	Library/Media	K-10
Troy	Ryan	Reed	Elementary Teacher	3
Trzcinski	Daniel	Crosby	FCS - Culinary	9-12
Velazquez	Martha	Wallace	World Lang. - Spanish	6-8
Williams	Jamila	Bunker Hill	Special Ed - Resource	K-5
Willis	Kenesha	Wilby	Allied Health	9-12
Zammit	DeAnna	Wilson	School Social Worker	K-5

Respectfully submitted,

Dr. Darren Schwartz
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #11.5
August 20, 2026

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following resignations:

Name	*Position*	*Effective*
Blanchette, Skye	NEMS/Special Ed	06/30/26
Boucher, Jennifer	Driggs-Duggan/Elementary STEM Coach	07/08/26
Chicano, Christina	Kingsbury/Library Media Specialist	06/30/26
Ferreira, Justine	WMS/Special Ed	06/30/26
Golafshani, Laleh	State Street/Art	06/30/26
Hood, Morgan	KHS/ELA	06/30/26
Iacovone-Boivin, Rachel	Carrington/Grade K	06/30/26
Malin, Caroline	Walsh/Grade 5	06/30/26
Marchetti, Michele	WSMS/Special Ed-BDLC	07/31/26
Marchitto, Cassidy	RC International/Elementary (English)	06/30/26
Mckenzie, Makeda	WSMS/ELA Grade 7	07/30/26
Medina, Lori	WSMS/Science	06/30/26
Pierce, Kristine	WHS/Math	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
Senan, Naseem	Gilmartin/Grade 5	06/30/26
Spetrino, Louis	KHS/Tech Ed	06/30/26

Respectfully submitted,

Dr. Darren Schwartz
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #11.6
August 20, 2026

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Walsh School 2026-27 Before & After School Care Program appointments:

Name	*Position*
Just, Patricia	Lead Teacher
Danzinger, Byron	Teacher
Oley, Mary Beth	Paraprofessional
Anglin, Seritha	Assistant (AM/PM)
Laird, Jennifer	Sub-Teacher
Lubus Nicole	Sub-Teacher
Maldonado, Joanne	Sub-Teacher
Sanchez, Dawn	Sub-Teacher (AM)
Sargis, Kristen	Sub-Teacher
Stoto, Ashley	Sub-Teacher

Respectfully submitted,

Dr. Darren Schwartz
Superintendent of Schools



COMMUNICATIONS



August 5, 2026 through
August 18, 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

July 31, 2026

George Hage
21 Grove Ave.
Wolcott, CT 06710
geohage@yahoo.com

Dear Mr. Hage:

This is to inform you that your request for a voluntary demotion to a Paraprofessional I (Req. #20260359) in the Department of Special Education has been approved. Your rate of pay in this new assignment will be $20.25 per hour.

Your official start date in this position will be August 20, 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
Tracy-Ann 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

August 4, 2026

Lori Eldridge
50 Woodward Ave.
Wolcott, CT 06716
leldridge@waterbury.k12.ct.us

Dear Ms. Eldridge:

Your name is being certified to the Department of Education for the position of Assistant Superintendent of Schools - Elementary (REQ #20260097). Your salary will be $175,000.00 per year.

Your official start date in this position was August 11, 2026.

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.

Sincerely,

Tara Shaw
Director of Human Resources

TS/sd

cc: Board of Education
Darren Schwartz, Supt of Schools
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

August 5, 2026

Vincent Balsamo
9 Brookshire Dr.
Prospect, CT 06712
vbalsamo@waterbury.k12.ct.us

Dear Mr. Balsamo:

Your name is being certified to the Department of Education for the position of Assistant Superintendent of Schools - Secondary (REQ #20260642). Your salary will be $180,000.00 per year.

Your official start date in this position was August 11, 2026.

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.

Sincerely,

Tara Shaw
Director of Human Resources

TS/sd

cc: Board of Education
Darren Schwartz, Supt of Schools
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

August 5, 2026 **(REVISED)**

Heather Graham
180 Buckingham St.
Waterbury, CT 06710
Hgmermaid2@aol.com

Dear Ms. Graham:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #20260504) at **$18.42 per hour**.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

Your first day reporting to your new department/supervisor will be August 25, 2026 at your regular scheduled time.

We have scheduled your orientation for Thursday, August 27, 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.

Please call Donna Ignacio at 203-574-8195 with any questions you may have in regards to this position.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

Please call us prior to the orientation session if you should have any questions regarding the process.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resource Generalist
NW/sd
cc: Board of Education
Darren Schwartz, Supt. of Schools
Adam Shaban, Food Serv. Director
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

August 6, 2026

Peter McCasland
58 Meadowview Ct.
Watertown, CT 06795
pmccasland@waterbury.k12.ct.us

Dear Mr. McCasland:

Your name is being certified to the Department of Education for the position of Assistant Superintendent of Schools - Secondary (REQ #20270049). Your salary will be $180,000.00 per year.

Your official start date in this position was August 11, 2026.

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.

Sincerely,

Tara Shaw
Director of Human Resources

TS/sd

cc: Board of Education
Darren Schwartz, Supt of Schools
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

August 7, 2026

Stephen Ezzo
40 Hadley St.
Oakville, CT 06779
Smezzo58@gmail.com

Dear Mr. Ezzo:

This is to inform you that your request for a voluntary demotion to a Carpenter (Req. #20260723) in the Department of Education has been approved. Your rate of pay in this new assignment will be $29.67 per hour.

Your official start date in this position will be August 17, 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

August 11, 2026

Jette Trueheart
172 Chestnut Ave., 2nd Fl.
Waterbury, CT 06710
jettetrueheart@yahoo.com

Dear Ms. Trueheart:

This is to inform you that your request for a voluntary demotion to a Paraprofessional I (Req. #20260235) in the Department of Special Education has been approved. Your rate of pay in this new assignment will be $19.53 per hour.

Your official start date in this position was May 29, 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
TracyAnn Menzies, Director of Pupil Services
File