Board of Education

REGULAR MEETING

Thursday, September 17, 2026 – 5:30 p.m.

Waterbury Arts Magnet School, 16 South Elm Street, 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/01FGkaZ6wqc.

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 August 14, 2026 from Civil Service to Avarice Jacovino regarding acceptance of offer of employment for the position of Office Aide.
b) Copy of communication dated August 17, 2026 from Civil Service certifying Satcheena Julceus for the position of Food Service Worker.
c) Copy of revised communication dated August 17, 2026 from Civil Service to Avarice Jacovino regarding acceptance of offer of employment for the position of Office Aide.
d) Copy of communication dated August 20, 2026 from Civil Service to Faye Delorenzo regarding transfer.
e) Copy of communication dated August 31, 2026 from Civil Service to Maria Rego regarding voluntary demotion.
f) Copy of communication dated September 2, 2026 from Civil Service to Dennis Ayala Rivera regarding voluntary demotion.

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 on Finance:* Request approval of a Construction Contract with Millennium Builders, Inc. for Elevator Projects at Driggs and Woodrow Wilson Elementary Schools.

8.2 *Committee on Finance:* Request approval of Amendment One (1) to Construction Contract with Infrastructure Repair Service, LLC for the Kennedy High School pool slab repairs.

8.3 *Committee on Finance:* Request approval of Amendment Three (3) with Catapult Learning, LCC for Waterbury Non-Public (Title I) Tutoring Services.

8.4 *Committee on Finance:* Request approval of Transportation Microgrant Agreement with Naugatuck Valley Council of Governments and Driggs Elementary School.

8.5 *Committee on Finance:* of Transportation Microgrant Agreement with Naugatuck Valley Council of Governments and Sprague Elementary School.

8.6 *Committee on Building & School Facilities* ~ Use of School Facilities.

9. Items removed from Consent Calendar

10. Committee of the Whole – Vice President L. Ireland

10.1 Request approval of a no-cost Memorandum of Understanding with In A Heartbeat, Inc. for the implementation of a Cardiac Safety and Awareness Initiative.

10.2 Request approval of the application for the Connecticut Association of Boards of Education's (CABE) 2026 Board Recognition Award/Board of Distinction Award.

10.3 Authorization for Dr. Schwartz to sign grant applications and awards on behalf of the Board of Education.

11. Committee on Building & School Facilities – Vice President L. Ireland

11.1 Building Usage fees waiver request of Waterbury UNICO.

12. Committee on Finance – Commissioner Orso

12.1 Request approval of a Construction Contract with Tone Klear Communications, Inc. for public address systems at Bunker Hill & Tinker Schools.

12.2 Request approval to apply for the CT High Dosage Tutoring Competitive Grant (CSDE).

13. Superintendent's Notification to the Board

13.1 Athletic appointments:

Name	*Position*	*Location*	*Effective*
Chouinard, Alyssah	Intramural Girls Basketball Coach; Intramural Soccer Coach	Reed	8/21/26
Dubois, Zachary	Head Cross Country Coach	KHS	08/31/26
D'Eredita, Joshua	Intra-District Girls Soccer Coach	CHS	09/02/26
Green, David	Head Soccer Coach	CHS	08/21/26
Sharkis, Daniel	Assistant Football Coach	CHS	08/24/26
Ventura, Hermy	Intramural Boys Basketball Coach; Intramural Volleyball Coach	Reed	11/01/26

13.2 Grant funded appointments:

Name	*Position*	*FT/PT*	*Rate*	*Union*	*Funding*	*Eff.*
Cardova, RaeAnne	Tutor Kingsbury	PT	$25.00/hr	NON BOE	Title I DW 24-26	08/25/26

Olivero, Rosalva	Classroom Assistant RC International	FT	$22.45/hr	UPSEU68	Priority 25-26	08/25/26
Porter, Sandra	Position Change from Para to Parent Liaison at Duggan	FT	$20.97/hr	UPSEU69	Title I DW 25-27	09/03/26
Reyes, Leilanie	Classroom Assistant RC International	FT	$16.94/hr	UPSEU68	Priority 25-26	08/25/26

13.3 Rotella After School Program appointments – Academic and Enrichment:

SAW ADMINISTRATORS:	*WTA TEACHERS:*
Academic: Carla Cruess	Academic: Raffaele Banner
Enrichment: Dana Wallace	Academic: Bart Ianantuoni
Substitute: Angela Heidgerd	Academic: Cheryl Philips
Substitute: Dawn Biolo	Academic: Mary Monroe
Substitute: Melissa Lopez	Enrichment: Stephanie Colon
	Enrichment: Rebecca Hanlon
AV TECH:	Enrichment: Alexus Lee-Furlow
Zachary Boulier	Enrichment: Benjamin Snyder
	Enrichment: Jennifer DeJesus
	Enrichment: Mikaela Vitale
SECRETARY:	Substitute: Odet Simoes
Shonda Wiggins	Substitute: Julia Matthews
	Substitute: Krista Zaccagnini

13.4 Miscellaneous appointments:

Name	*School*	*Position*	*Program*
Bilbrough, Allyson	Walsh	Teacher	Before/After School Program
Fac, Elizabeth	Walsh	Sub-teacher	Before/After School Program
Flematti, Jessica	n/a	Social Worker Mentor	n/a
Miranda, Stephanie	n/a	Social Worker Mentor	n/a

13.5 Teacher new hires:

Name	*School*	*Position*	*Grade Level*
Boucher, Lauren	Gilmartin	Elementary	5
Cable, Ty	Bunker Hill	Art	K-5
DeLong, Matthew	Sprague	Music	K-5
Diaz, Katherine	Sprague	Special Ed	K-2
Garcia Perez, Giocondiz	WCA	World Language-Spanish	9-12
Gittleson, Geoffrey	WAMS	Science-Biology	9-12
Henry, Elizabeth	Carrington	Elementary	K
Johnson, Jada	WHS	PE/Health	9-12
Karim, Tarik	KHS	Tech Ed-TBD	9-12
Kelsey, Kaylee	WHS	Music	9-12
Klem, Leigha	Bunker Hill	Special Ed–Resource	2-3
Manuale, Sara	Districtwide	SLP	PK-12
Morea, Marianne	NEMS	Literacy Title 1	6-8
O'Donnell, Kayleigh	Tinker	Elementary	3
Osborne, Jessica	NEMS	ELA	7

Parry-Orsatti, Zoe	Bucks Hill	Elementary	2
Sargeant, Skylar	Washington	Elementary	K
Spatta, Dawn	Carrington	Science	7-8
Stango, Karie	Kingsbury	Library/Media	K-5
Stickney, Jenna	Gilmartin	ELA	7
Vashonti, Mack	WHS	ELA	9-12
Wrenn, Tyler	CHS	Science	9-12

13.6 Resignations:

Name	*Position*	*Effective*
Augelli, Martin	Brass City/Special Ed	09/08/26
Civitello, Rachel	WHS/Special Ed	09/18/26
Dail, Chantell	CHS/Special Ed	08/24/26
DeFusco, Anna	WHS/Special Ed	06/30/26
Haley, Joy	RMS/Elementary	09/11/26
Hunt, Scott	WHS/School Psychologist	08/21/26
Largent, Jason	WCA/Music	08/24/26
Orozco, SMI Ryan	WHS/MCJROTC	08/28/26
Rivera Rodriguez, Maria	Walsh/Special Ed	09/02/26
Robertson, Sarah	Reed/Library Media Specialist	08/20/26
Salazar, Ashley	Bucks Hill/Elementary	08/21/26

13.7 Retirements:

Name	*Assignment*	*Effective*
Cinquegrana, Rosanna	KHS/Spanish	10/30/26
Gorman, Joseph	Supervisor of Physical Education & Health	02/02/2027

13.8 First Lego League 2026/2027 appointments effective 09/10/26:

Name	*Position*	*Location*
Tilton, Liam	Lead Advisor	Gilmartin
Garrita, Dan	Assistant Advisor	NEMS
Lovell, Thomas	Lead Advisor	NEMS
Gilday, Michael	Lead Advisor	WMS
Geffken, Melissa	Assistant Advisor	WMS
Lund, Melissa	Lead Advisor	WAMS
Haines, Thomas	Lead Advisor	WSMS

14. Committee Chair Reports

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

16. Adjournment

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #8.1
September 17, 2026

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve a Construction Contract with Millennium Builders, Inc. (ITB #8799) for Elevator Projects (elevator installation) at Driggs and Wilson Elementary Schools.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #8.2
September 17, 2026

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve Amendment One (1) to the Construction Contract with Infrastructure Repair Service, LLC (RFP #8599) for pool slab repair at John F. Kennedy High School Swimming Pool.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #8.3
September 17, 2026

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve Amendment Three (3) to the Professional Services Agreement (RFP #6571) with Catapult Learning, LCC for Waterbury Non-public Schools (Title I) Tutoring Services.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #8.4
September 17, 2026

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve Transportation Microgrant Agreement with Naugatuck Valley Council of Governments and Driggs Elementary School.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #8.5
September 17, 2026

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve a Transportation Microgrant Agreement with Naugatuck Valley Council of Governments and Sprague Elementary School.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #8.6
September 17, 2026

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve the use of school facilities by the following groups and organizations subject to fees and insurance as required:

GROUP	FACILITIES AND DATES/TIMES
One Church Leroy Parker	W. Cross café: 9/20/26 – 8/29/27, Sundays, 9am-11:45am (Sunday morning church service)
UConn Health Lauresha Xhihani	Kennedy auditorium: Thursday, Sept. 17, 3:30-7:30 pm (Community meeting regarding CHNA findings)
Epsilon Alpha Upsilon Zeta Chapter of Zeta Phi Beta Sorority Gene Arline	WAMS atrium: Friday, September 18, 4:30-8:30 pm (Public meet & greet) Career Academy library: September thru June, 2nd Tuesday monthly, 9am-3pm (monthly Chapter meetings)
Wtby. UNICO P. Varanelli	Kennedy conference room: September 8 to June, 6:30-8:30 pm 2nd Tuesday of month for Board Meetings

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #10.1
September 17, 2026

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve a Memorandum of Understanding with In A Heartbeat, Inc. at no cost, to formalize a partnership to implement a comprehensive Cardiac Safety and Awareness Initiative.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #10.2
September 17, 2026

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve the application for the Connecticut Association of Boards of Education's (CABE) 2026 Board Recognition Award/Board of Distinction Award.

CABE Board Recognition Awards

Board Leadership Award and Board of Distinction Award

CABE believes that Boards of Education and Superintendents which exhibit the most effective leadership are characterized by their ability to work together as "teams." The **CABE Board Recognition Awards** are designed to recognize Boards which work effectively in this manner. Boards which fulfill 22 of the following 37 Level One criteria, including a minimum of three in each area, will earn the Level One **CABE Board Leadership Award.**

In order to appropriately recognize those Boards which are truly exemplary, CABE has now established a second level of awards, the **Board of Distinction Award**. Only Boards which have achieved Level One distinction at least twice in the prior four years are eligible to receive the **Board of Distinction Award.**

Please respond to the criteria requested on this form and send your information, with supporting data, to CABE when you believe your Board has earned a Leadership Award or a Board of Distinction Award. If you have any questions, need further information, or require help in satisfying any of the criteria, please contact us for assistance.

Deadline for submission is: **Friday, October 2, 2026**

REQUIRED CRITERIA

1. Board Leadership/Student Achievement

Level One (minimum of three)

- ☐ A. The Board has developed district goals for this year. ***(provide copy of goals)***
- ☐ B. The Board has conducted a self-evaluation and developed a plan for improvement in the past 12 months. ***(provide copy of plan or descriptive narrative)***
- ☐ C. The Board has conducted a superintendent evaluation in past 12 months.
- ☐ D. The Board monitors its performance against a Board of Education code of conduct. ***(provide copy of code)***
- ☐ E. The Board has conducted meetings pursuant to Board policy.
- ☐ F. The Board has established a calendar to ensure all responsibilities are conducted in timely manner. ***(provide copy of meeting calendar)***
- ☐ G. The Board ensures that student voice is part of its decision-making process. ***(provide bylaws that allow for student voice)***
- ☐ H. The Board models civil discourse while conducting Board business. (provide examples)
- ☐ I. The Board conducts orientation for new Board members. ***(provide agenda or bylaws)***

Level Two *(minimum of three)*

- ■ A. The Board of Education works to improve student achievement. ***(provide description)***
- ☐ B. The Board relates the mission statement and goals to agenda items. ***(provide examples)***
- ■ C. The Board supports the appropriate use of technology in educational programming. ***(provide examples)***
- ■ D. The Board uses data to make informed decisions regarding student achievement. ***(provide examples)***
- ☐ E. The Board addresses issues of diversity, equity, and inclusion. ***(provide examples)***

2. Board Member Professional Development

Level One (minimum of three)

- ☐ A. A majority of Board members have taken part in workshops or other in-service training during the last year. ***(provide list of workshops and/or in-service training)***
- ☐ B. The Board provides adequate funds to permit Board members to take part in training. ***(provide budget or listing for Board professional development)***
- ☐ C. A majority of the Board attended the CABE/CAPSS Convention in the last 12 months. ***(provide list of Convention participants)***
- ☐ D. A majority of the Board participated in the CABE Board Member Academy in the last 12 months. ***(provide list of programs and board members who attended)***
- ☐ E. The Board has used a CABE facilitator or other outside group for Board workshop/retreat in last 12 months. ***(provide agenda)***
- ☐ F. New Board members are provided orientation, including attending CABE New Board Member Orientation. ***(provide list of 2025-2026 participants)***
- ☐ G. The Board has participated in professional development about issues of diversity, equity and inclusion. ***(provide a list of workshops and provider)***

CABE Board Recognition Awards

Board Leadership Award and Board of Distinction Award

Level Two *(minimum of two)*

- ☐ A. The Board has developed district goals and reviews them on a regular basis. ***(provide examples)***
- ☐ B. The Board has incorporated Board professional development into policy. ***(provide examples)***
- ☐ C. The Board holds a retreat outside of a regular meeting with a component offering professional development. ***(provide copy of agendas)***

3. Policy

Level One (minimum of three)

- ☐ A. The Board has developed and adhered to procedure for policy review. ***(provide procedure)***
- ☐ B. The Board has a regular process for reviewing policies every three years.
- ☐ C. The Board uses CABE or a similar policy update service to ensure that policies remain current.
- ☐ D. The Board has adopted all required policies.
- ☐ E. The Board has reviewed appropriate policies as law and regulations have changed.
- ☐ F. The Board relies on policies as "living documents," by referring to them at Board meetings or in Board agendas.
- ☐ G. The Board provides the district policy manual in a searchable online version. ***(provide URL)***
- ☐ H. The Board has a Code of Ethics. ***(provide Code of Ethics)***

Level Two *(minimum of three)*

- ☐ A. The Board relates applicable agenda items to appropriate policies. *(**provide sample agendas that show this practice**)*
- ☐ B. Policy discussions are a regular part of Board meetings. ***(provide agendas where this takes place)***
- ☐ C. The Board has adopted a policy addressing diversity equity, and inclusion. ***(provide policy)***
- ☐ D. The Board has adopted a policy on civility. ***(provide policy)***

4. Community Relations

Level One (minimum of three)

- ☐ A. The Board has clear, written policies on Community-Board Relations. ***(provide copy)***
- ☐ B. The Board provides opportunities for appropriate participation at meetings by members of the community. ***(provide copies of two recent agendas)***
- ☐ C. The Board seeks active community involvement with the schools. ***(provide examples)***
- ☐ D. The Board demonstrates cooperation with news media. ***(describe)***
- ☐ E. The Board promotes the school system to the public. ***(provide copies of information disseminated)***
- ☐ F. The Board disseminates information to the public on its decisions in a unified, timely manner. ***(provide copy of information provided)***

Level Two *(minimum of two)*

- ☐ A. The Board sponsored a community-wide discussion of issues (courageous conversations, community conversations, CABE Equity Toolkit, etc.) during the past year. ***(provide agenda and report the end results of the program)***
- ☐ B. The Board has successfully worked with other community leaders. ***(provide description and/or supporting documentation)***
- ☐ C. The Board works with the community's local cable access channel. ***(provide description)***
- ☐ D. The Board works with other Boards of Education. ***(provide description)***

5. Related Organizational Leadership

Level One (minimum of three)

- ☐ A. A Board member serves on the CABE Board of Directors. ***(provide name)***
- ☐ B. One or more Board members are active participants in the Convention Committee, CABE Government Relations Committee, Resolutions Committee or Federal Relations Network. ***(provide name(s))***
- ☐ C. One or more Board members actively serve on a RESC Board. ***(provide name(s) and RESC)***
- ☐ D. One or more Board members participated in the NSBA Convention, CUBE or other NSBA-sponsored activity in the last 12 months. ***(provide name(s))***
- ☐ E. One or more Board members have participated in the CABE Delegate Assembly or Day-on-the-Hill in last 12 months. ***(provide name(s))***
- ☐ F. The Board has submitted a resolution to CABE for consideration by the CABE Delegate Assembly in last two years. ***(provide resolution(s))***
- ☐ G. The Board ensures that all collective bargaining agreements and the superintendent's contract are sent in a timely manner to CABE's Negotiations Service. ***(provide date information sent)***

CABE Board Recognition Awards
Board Leadership Award and Board of Distinction Award

Level Two *(minimum of two)*

- ❑ A. Representatives of the Board presented a workshop related to a district initiative at the annual CABE/CAPSS Convention or NSBA Convention. ***(provide a copy of any handouts and presentation materials)***
- ❑ B. The Board has sponsored a Legislative Breakfast or some other legislative event. ***(provide invitation or agenda)***
- ❑ C. The Board works closely with its local legislative delegation to improve the schools. ***(provide description)***
- ❑ D. The Board sponsors an annual area meeting. ***(provide agenda)***

Optional Question:

Level One

Please tell us what, in your opinion, makes your Board's leadership especially effective.
Feel free to provide any information that other Boards would find beneficial in learning about your Board's leadership.

Level Two

Please tell us what, in your opinion, makes your Board's leadership especially effective in improving student achievement.

SEE ATTACHED

CABE Board Recognition Awards

Board Leadership Award and Board of Distinction Award

To be eligible for the Board of Distinction Award, a motion must be made at a board meeting to approve the application. If the majority votes in favor, the Board Chair and Superintendent should sign below ***(please attach minutes)***.

_____ _____

Board Chair Date

_____ _____

Superintendent Date

CABE Connecticut Association of Boards of Education

81 Wolcott Hill Road • Wethersfield, CT 06109
860-571-7446 • 860-571-7452 (fax) • www.cabe.org

1. Board Leadership/Student Achievement
Level Two
Item A

A. The Board of Education works to improve student achievement. (provide description)

The Board of Education is dedicated to increasing student achievement by setting clear district-wide goals and providing high-quality, rigorous curricula. By prioritizing equitable teaching practices, the Board works to close achievement gaps and prepare every student for college, career, and life.

To support these goals, the Board invests heavily in professional development, equipping educators with research-based strategies, data-driven tools, and targeted interventions for both academic and social-emotional growth. This commitment to continuous improvement has empowered teachers to build a district-wide instructional framework and helped multiple schools successfully exit turnaround status. Furthermore, the Board fosters strong partnerships with families and the community through transparent communication and collaborative initiatives, ensuring shared accountability and guiding every student toward their fullest potential.

1. Board Leadership/Student Achievement
Level Two
Item C

C. The Board supports the appropriate use of technology in educational programming (provide examples)

- Google Workspace for Education
- Nearpod
- Clever
- Kami
- Atlas Curriculum Management
- Instructional and school management online platforms including:
  - Amplify Reading
  - Code.org
  - College Board Online
  - Common Sense Education
  - Destiny Discover
  - Discovery Education
  - E-Dynamic Learning
  - Edgenuity
  - eHallPass
  - EverFi
  - ExploreLearning (Gizmos)
  - Hill for Literacy
  - Houghton Mifflin Harcourt Science
  - i-Ready (Math)
  - Imagine Edgenuity
  - Khan Academy
  - Kickboard
  - Lexia
  - LanSchool
  - McGraw Hill StudySync
  - MusicPlay Online
  - Pearson NNAT3
  - Pebble Go
  - Performance Matters
  - Pivot Interactives
  - Quill.org
  - Savvas Learning
  - Scholastic Literacy Pro
  - Unified Talent Perform
  - Vista Higher Learning
  - Youscience
- Chrome Lenovo Tablets
- Robotics in grades 6-12
- Document Cameras
- SWIVL Technology
- SMARTBoards and Viewsonic Boards
- Chromebooks
- iPads
- Video Editing Software
- Computer-Assisted Drafting (CAD)

1. Board Leadership/Student Achievement
Level Two
Item D

D. The Board uses data to make informed decisions regarding student achievement (provide examples):

DATA POINT	GRADE BAND
Arts enrollment	9-12
Behavioral Data	ALL
Chronic Absenteeism- All students	ALL
Chronic Absenteeism- High Needs Students	ALL
Cognos - Number of student concentrators per career pathway	9-12
Cognos - Number of students earning college credit	9-12
Cognos - Number of students earning work based learning credit	9-12
CT-SAT ELA	9-12
CT-SAT MATH	9-12
Dibels Maze 8	PK-5
Drop-out Rate	9-12
Dynamic Indicators of Basic Early Literacy Skills (DIBELS) 8	PK-5
ELA Academic Growth	ALL
ELA Academic Growth High Needs	ALL
ELA Performance Index	ALL
ELA Performance Index High Needs	ALL
Graduation Rate (4 years)	9-12
Graduation Rate (6 years)	9-12
Interim Assessment Blocks (IABs) ELA	ALL
Interim Assessment Blocks (IABs) MATH	ALL
Interim Assessment Blocks (IABs) SCIENCE	ALL
iReady	ALL
Kindergarten Inventory ELA	PK-5
Kindergarten Inventory MATH	PK-5
LAS Links	ALL
Math Academic Growth	ALL
Math Academic Growth High Needs	ALL
Math Performance Index	ALL
Math Performance Index High Needs	ALL
NCCER, ASE, Comptia Fundamentals/A+/Security, CYIA, CNA, EMT, ParaPro, ServSafe, ProStart, OSHA10, EdRising, Drone Pilot Part107, NIMS	9-12
Number of students earning industry recognized credentials	9-12
On-track to Graduate (Credits Earned)	9-12
Performance Matters – Benchmarks SCIENCE	ALL
Performance Matters – Benchmarks SOCIAL STUDIES	ALL
Physical Fitness	ALL
Post-Secondary Entrance	9-12
Post-Secondary Persistence	9-12
Precision Exams Proficiency Data Report Pre/Post	9-12
Preparation for College and Career Readiness-% Passing Exams	9-12
Preparation for College and Career Readiness-% Taking Courses	9-12
Progress Toward English Proficiency-Literacy	ALL
Progress Toward English Proficiency-Oral	ALL
PSAT ELA	9-12
PSAT MATH	9-12
Quill usage	6-8
Science Performance Index	ALL
Science Performance Index High Needs	ALL
Seal of Biliteracy	9-12
Social Studies Unit Assessments	9-12
Speed DIAL 4 Pre and Post Test Summary	PK-5
Teacher Evaluation	ALL
Teaching Strategies Gold aligned to Early Learning Development Standards (ELDS) - ELA	PK-5
Teaching Strategies Gold aligned to Early Learning Development Standards (ELDS) - MATH	PK-5

2. Board Member Professional Development
Level Two
Items B & C

B. ***The Board has incorporated Board professional development into policy. (provide examples)***

C. ***The Board holds a retreat outside of a regular meeting with a component offering professional development. (provide copy of agendas)***

(SEE FOLLOWING TWO PAGES)

Organization and Methods of Operation, continued

Duties of the President

a) → In the absence of the Chair, the Board President shall preside at all Board meetings.
b) → The President shall appoint liaison positions as appropriate.
c) → The President shall appoint ad-hoc committees as needed.
d) → The President or his/her designee will conduct orientation/training for all new Board members within 30 days of taking office.
e) → Conduct a Board self-evaluation yearly and make provisions for Board member professional development.

Duties of the Vice President

In the absence of Chair and the President, the Vice President shall preside at the Board meeting.

Duties of the Secretary

a) → Review and report minutes to the Board.
b) → In the absence of the Chair, President, and Vice President, the Secretary shall preside at the Board meeting.

Order of Business

a) → Business shall proceed in the following order, unless the Board otherwise directs:

1. → Silent Prayer
2. → Pledge Allegiance to the Flag
3. → Minutes of previous meeting
4. → Communications
5. → Public addresses the Board
6. → Superintendent's Report
7. → President's Comments
8. → Consent Calendar
9. → Committee reports
10. → Adjournment

b) → The yeas and nays shall be taken and recorded by the Clerk of the Board whenever called for by any member of the Board.

Standing Committees

a) → The President shall appoint the following standing committees, each consisting of a minimum of three members to serve two calendar years or less, the member first named to be chairperson, who will appoint a vice-chairperson:

1) → The Committee on Policy and Legislation
2) → The Committee on Curriculum
3) → The Committee on School Personnel
4) → The Committee on Building and School Facilities
6) → The Committee on Finance
7) → The Committee on Grievances

→ At least one member of each committee shall be a member of the minority party.

MEMORANDUM

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: January 29, 2026

TO: Michael J. Dalton, City Clerk

SUBJECT: NOTICE/AGENDA of January 31, 2026 Special Workshop
Waterbury Arts Magnet School Media Center

The Board of Education will hold a Special Workshop on Saturday, January 31, 2026 at 9:00 a.m., Waterbury Arts Magnet School Media Center, 16 South Elm Street, Waterbury, Connecticut.

AGENDA

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

1. Discussion: Board Roles and Responsibilities, Board Self-Evaluation and Board Goals – facilitated by Nick Caruso of the Connecticut Association of Boards of Education.

ADJOURNMENT

ATTEST: Carrie A. Swain
Carrie A. Swain, Clerk
Waterbury Board of Education

3. Policy Level Two Items A & B

A. ***The Board relates applicable agenda items to appropriate policies. (provide sample agendas that show this practice)***

B. ***Policy Discussions are a regular part of the Board meetings. (provide agendas where this takes place)***

(SEE FOLLOWING 33 PAGES)

Board of Education

RESCHEDULED REGULAR MEETING

Wednesday, November 19, 2025 – 5:30 p.m.

Waterbury Arts Magnet School, 16 South Elm Street, Waterbury, Connecticut

This meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast 96, Frontier 6096) and streamed live on YouTube at https://youtu.be/4_KvMZYoix4

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 from Civil Service dated September 30, 2025 to Carla Cooper regarding acceptance of offer of employment for the position of Food Service Worker.
b) Copy of communication from Civil Service dated October 1, 2025 to Nila Robinson regarding acceptance of offer of employment for the position of Food Service Worker.
c) Copy of communication from Civil Service dated October 9, 2025 certifying Susan Burgess for the position of Teaching Vice Principal – Wallace Middle School.
d) Copy of communications from Civil Service dated October 6, 2025 certifying Moises Calderon Gonzalez, Kassandra Solla, and S'ri Johnson for the position of Paraprofessional I.
e) Copy of communication from Civil Service dated October 6, 2025 certifying Dandy Etienne for the position of Maintainer I.
f) Copy of communication from Civil Service dated October 6, 2025 to Angelena Nieves regarding acceptance of offer of employment for the position of Food Service Worker.
g) Copy of communication from Civil Service dated October 7, 2025 certifying AbdulKarim Muhammad for the position of Maintainer I.
h) Copy of communication from Civil Service dated October 9, 2025 certifying Lakeisha Massenbur for the position of Paraprofessional I.
i) Copy of communication from Civil Service dated October 10, 2025 certifying Laura Negron Ramos for the position of Paraprofessional I.
j) Copy of communications from Civil Service dated October 20, 2025 certifying Fior Done Tavarez, Litzy Aquino, Shenell Phillips, and Dilenia Rosado Sanchez for the position of Paraprofessional I.
k) Copy of communication from Civil Service dated October 20, 2025 certifying Lori Ann Schepis for the position of Executive Administrative Assistant.
l) Copy of communication from Civil Service dated October 21, 2025 certifying Ramatoulaye Loum for the position of Administrative Associate II.
m) Copy of communication from Civil Service dated October 21, 2025 certifying Anijah Godfrey for the position of Paraprofessional I.
n) Copy of communication from Civil Service dated October 28, 2025 to Shaquazia Clemons regarding acceptance of offer of employment for the position of Office Aide.
o) Copy of communication from Civil Service dated October 28, 2025 certifying Amilcar DaGraca for the position of Maintainer II.
p) Copy of communication from Civil Service dated October 29, 2025 to Rahees Andrade regarding acceptance of offer of employment for the position of Food Service Worker.
q) Copy of communication from Civil Service dated October 31, 2025 certifying Ian Zabbara for the position of Maintainer II.
r) Copy of communication from Civil Service dated November 3, 2025 to Tamara Gill regarding acceptance of offer of employment for the position of Food Service Worker.
s) Copy of communication from Civil Service dated November 3, 2025 certifying Taurean Jackson for the position of Maintainer II.
t) Copy of communication from Civil Service dated November 4, 2025 certifying Dianna Whitlock for the position of Administrative Associate I – Kingsbury.

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. Student Representative Comments

9. Consent Calendar

9.1 *Committee of the Whole:* Request approval of a Project Authorization Letter (PAL) to allow Waterbury Development corporation (WDC) to manage/administer the Wilby High School Football Field Renovations Project.

9.2 *Committee of the Whole:* Request approval to participate in The RePEAT Study: Understanding How Children Learn to Read Yale Child Study Center|Haskins Laboratories|UConn.

9.3 *Committee of the Whole:* Request approval of the revised 2025/2026 School Year Calendar.

9.4 *Committee on Finance:* Request approval to apply for the CT State Department of Education 2025-2026 Carl D. Perkins Grant.

9.5 *Committee on Finance:* Request approval of Amendment One (1) to the Services Agreement with Savvas Learning Company, LLC for English/Language Arts Core Programs.

9.6 *Committee on Building & School Facilities:* Use of school facilities by school organizations and/or City departments.

10. Items removed from Consent Calendar

11. Committee on Policy & Legislation – Vice President Brown

11.1 Request approval of revised policy #5114 – Discipline/Student Conduct (PA 25-67, 93).

11.2 Request approval of revised policy 5118.2 – Educational Opportunities for Military Children (PA 25-15).

11.3 Request approval of revised policy 5131.911 – Bullying/Cyber Policy & Plan (CGS 10-222hh (b)(6)).

11.4 Request approval of revised policy #5141.25 – Accommodating Students with Food Allergies.

11.5 Request approval of new policy 5142 – School Safety & Security Plan.

11.6 Request approval of revised/replaced policy 6142.101 – Student Nutrition and Physical Activity (School Wellness).

11.7 Request approval of new policy 6161.12 – Library Material Review and Consideration (PA 25-168).

11.8 Request approval of new policy 6161.13 – Library Collection Development and Maintenance (PA 25-168).

11.9 Request approval of new policy 6161.14 – Library Display and Program (PA 25-168).

12. Committee on Building & School Facilities– Commissioner LaToya Ireland

12.1 Use of school facilities by outside organizations and/or waiver requests.

13. Superintendent's Notification to the Board

13.1 Grant funded appointments:

Name	*Position*	*FT/ PT*	*Rate*	*Union*	*Funding*	*Effective*
Boniface, Nnena	Pre-K Classroom Asst. – Washington	FT	$16.35/hr	UPSEU68	Early Start FY 25-26	10/16/25
Borrelli, Christopher	Behavior Counselor-CHS (promotion)	FT	$22.00/hr	UPSEU69	CN Crosby S5 25-26	10/30/25
Damon, Lashinka	Prevention Specialist-NEMS	FT	$21.00/hr	UPSEU69	Title I DW 2	10/16/25
Gambrell Jaidyn	Behavior Counselor-State Street	FT	$23.00/hr	UPSEU69	Priority Schools 25-26	10/23/25
Perez, Yarielis	Pre-K Classroom Asst. - Carrington	FT	$16.35/hr	UPSEU68	SR Priority 24-25	11/06/25
Vargas, Yaixsa	Recruitment and Placement Coord. Early Childhood	FT	$17.58/hr	F/UPSEU 69	Title I OEC 2426	10/16/25
Williams, Dajee	Secretary 3 Liaison to Homeless	FT	$19.39/hr	F/UPSEU 69	Title I 25-27	10/02/25
White, Linda	Tutor-WAMS	PT	$25.00/hr	Non BOE	Title I DW 2	11/06/25

13.2 Miscellaneous appointments:

Name	*Program*
Agli, Katie	Teacher/Kingsbury Title IV /Arts for Learning After School Program
Franklin, Deborah	Teacher/Kingsbury Title IV/Arts for Learning After School Program
Fac, Elizabeth	Substitute Teacher/Walsh Before & After School Program (Priority)
Carlson, Ashley	Teacher/Academic Support Program/CHS
Gonzalez, Ilea	Lead Teacher/Academic Support Program/CHS
Graffam, Korena	Teacher/Academic Support Program/CHS
Jannetty, Julie	Teacher/Academic Support Program/CHS
Krawiec, Evan	Teacher/Academic Support Program/CHS
Muslli, Zamira	Teacher/Academic Support Program/CHS
Bleau, Lisa	After School Mastery Based Panel Administrator/State Street
Lombardo, Kiley	After School Mastery Based Panel Administrator/WAMS
McDonnel, Cassi	After School Mastery Based Panel Administrator/CHS

Pantoni, Dino	After School Mastery Based Panel Administrator/KHS
Sejdares, Benjola	After School Mastery Based Panel Administrator/WCA
Zappone, Evette	After School Mastery Based Panel Administrator/WHS

13.3 Extended School Hours Program appointments:

School	*Last name*	*First Name*	*Assignment*
Kingsbury	Muratori/Agli	Katie	Substitute Teacher
Reed	Beveridge	Gabrielle	Teacher
	Chouinard	Alyssah	Teacher
	Masters	Gail	Teacher
	Turell	Thomas	Teacher
	Whithey	Abigail	Teacher
Regan	Anulewicz	Allison	Teacher
	Sainfleur	Shasalee	Substitute Teacher
Walsh	Stoto	Ashley	Substitute Teacher
Wilson	Nieves	Ines	Secretary

13.4 21st Century After School Program Appointments effective immediately:

School	*Position*	*Last Name*	*First Name*
Academic Academy	Administrator	Burgess	Susan
Academic Academy	Teacher	Bruno	Lenore
Academic Academy	Teacher	Bunko	Katherine
Academic Academy	Teacher	Carter	Sa-Queen
Academic Academy	Teacher	Donahue	Jamie
Academic Academy	Teacher	Empie	Kelly
Academic Academy	Teacher	Geffken	Melissa
Academic Academy	Teacher	Gilday	Michael
Academic Academy	Teacher	Marquez	Chakira
Academic Academy	Teacher	Power	Stephanie
Academic Academy	Teacher	Torres	Andrea
Academic Academy	Teacher	Thayer	Aaron
Academic Academy	Teacher	Zareck	Corrin
Academic Academy	Teacher	Grossman	Melissa
Academic Academy	Teacher	Nightingale	Brooke
Academic Academy	Teacher	Quinlan	Stacey
Academic Academy	Teacher	Nolisa	Ndidi
Bucks Hill	Administrator	Vasiliou-Santiago	Koulla
Bucks Hill	Administrator	Thompson	Melissa
Bucks Hill	Teacher	Cruz	Mayra
Bucks Hill	Teacher	Glowa	Michael
Bucks Hill	Teacher	Jackson	Sarah
Bucks Hill	Teacher	Qosja	Blerina
Bucks Hill	Teacher	Rendon-Moreno	Miguel
Bucks Hill	Teacher	Robalino	Alexandra
Bucks Hill	Teacher	Scanlon	Amy
Bucks Hill	Teacher	Ureta	Isabelle
Bucks Hill	Rec Specialist	Arroyo	Maria
Bunker Hill	Administrator	Fleming	Sonya

Bunker Hill	Administrator	Dunn	Brittany
Bunker Hill	Administrator	Griffin	Emily
Bunker Hill	Teacher	Buinauskas	Marci
Bunker Hill	Teacher	DeSena	Deanna
Bunker Hill	Teacher	Mahan	Eileen
Bunker Hill	Teacher	McCarthy	Monica
Bunker Hill	Teacher	Sergi	Laura
Chase	Administrator	Hernandez	Ivan
Chase	Teacher	Campagna	Amanda
Chase	Teacher	Cianfagna	Traci
Chase	Teacher	Crane	Stephanie
Chase	Teacher	Crane	Evan
Chase	Teacher	Guerrera	Aimee
Chase	Teacher	Marchetti	Savannah
Chase	Teacher	McCue	Erin
Chase	Teacher	McKenna	Eibhilin
Chase	Rec Specialist	Arroyo	Ivet
Chase	Rec Specialist	Santiago	Jennifer
Driggs	Administrator	Rijos	Carmen
Driggs	Administrator	Drewry	Ann
Driggs	Teacher	Abarzua	Lauren
Driggs	Teacher	Edwards	Cara
Driggs	Teacher	Jaeger	Sarah
Driggs	Teacher	Matsuyama	Hailey
Driggs	Teacher	Modeen	Brianne
Driggs	Teacher	Parenteau	Lauren
Driggs	Teacher	Riley	Maryssa
Driggs	Teacher	Rodrigues	Nicole
Driggs	Teacher	Verretta	Williams Iverson
Duggan	Administrator	Sanzari	Dina
Duggan	Administrator	D'Alessio	Jennifer
Duggan	Administrator	DiGiovanni	Melissa
Duggan	Teacher	Brown	Charlene
Duggan	Teacher	Cipriano	Natalie
Duggan	Teacher	D'Alessio	Jennifer
Duggan	Teacher	Sanzari	Dina
Duggan	Teacher	Tzepos	Ioulia
Duggan	Rec Specialist	DeLauri	Courtney
Duggan	Teacher	Pelletier	Allison
Generali	Administrator	Evans-Foster	Shernett
Generali	Administrator	Gaudiosi-Copperthite	Kristen
Generali	Teacher	Feld	Roseann
Generali	Teacher	Ouellette	Katelynn
Generali	Teacher	Rhinesmith	Wendy
Generali	Teacher	Tejada	Felizaida
Generali	Rec Specialist	Jade	Pink
Hopeville	Administrator	Azar billini	Maria Alicia
Hopeville	Administrator	Piccochi-Frank	Christina
Hopeville	Administrator	Smith	Richard
Hopeville	Teacher	Guerrera	Christine

Hopeville	Teacher	Jason	Mastrianni
Hopeville	Teacher	mancini	mark
Hopeville	Teacher	Parisi	Melissa
Hopeville	Teacher	Paternostro	Gina
Hopeville	Teacher	Texidor	Julio
Kingsbury	Administrator	Chavoya	Kerry
Kingsbury	Administrator	Groppi	Susan
Kingsbury	Teacher	Miranda	Stephanie
Kingsbury	Teacher	McNamara	Morgan
Kingsbury	Teacher	Rinaldi	Christine
Kingsbury	Teacher	Zaino	Anthony
Kingsbury	Teacher	Agli (Muratori)	Katie
Kingsbury	Teacher	Zhuta	Arianna
Walsh	Administrator	Acevedo	Paul
Walsh	Administrator	Johnson	Tennyson
Walsh	Teacher	Acevedo	Paul
Walsh	Teacher	Holmes	Erin
Walsh	Teacher	LaChance	Mark
Walsh	Teacher	Johnson	Tennyson
Walsh	Teacher	Maldonado	Joanne
Walsh	Teacher	Power	Stephanie
Walsh	Teacher	Segarra	Israel
WAMS	Administrator	Deeley	Jennifer
WAMS	Administrator	DiTillo	Lori
WAMS	Administrator	Ferreira	Daniel
WAMS	Administrator	Milano	Regina
WAMS	Teacher	Helena	Gwiazdoski
WAMS	Teacher	King	Tracy
WAMS	Teacher	LeBlanc	Danielle
WAMS	Teacher	Machol	Cynthia
WAMS	Teacher	Magnavice	Jennifer
WAMS	Teacher	Mendello	Joseph
WSMS	Administrator	Acevedo	Paul
WSMS	Teacher	Ring	Katherine
WSMS	Administrator	Brenda	Toma
WSMS	Administrator	Ferrucci	Kathleen
WSMS	Administrator	Soares	Elenice
WSMS	Teacher	Acevedo	Paul
WSMS	Teacher	Holmes	Erin
WSMS	Teacher	Howard	Annalee
WSMS	Teacher	Kalach	Kevin
WSMS	Teacher	Linskey	Tara
WSMS	Teacher	Ouellette	Francene
WSMS	Teacher	Scursso	Laurie
WSMS	Teacher	Lachance	Mark
WSMS	Rec Specialist	Torres	China
WSMS	Rec Specialist	Torres	Cameron
Wilson	Administrator	Theriault	Michael
Wilson	Teacher	LaChance	Mark
Wilson	Teacher	Zhuta	Arianna

Wilson	Teacher	Callahan	Tanner
Wilson	Teacher	Perrotti	Lauren
Wilson	Teacher	Terenzi	Timothy
Wilson	Teacher	De Santis	Paula
NEMS	Administrator	Casceillo	Jennifer
NEMS	Administrator	Terenzi	Adriana
NEMS	Administrator	Herbert	Sharell
NEMS	Teacher	D'Amico	Audrey
NEMS	Teacher	Guerrera	Rocco
NEMS	Teacher	Hyland	Melissa
NEMS	Teacher	Katrenya	Wesley
NEMS	Teacher	Lovell	Thomas
NEMS	Teacher	Quinones	Adriana
NEMS	Teacher	Rinaldi	Christine
NEMS	Teacher	Rotella	David
NEMS	Teacher	Signore	Deirdre
NEMS	Teacher	Theriault	Patricia
NEMS	Teacher	Zaino	Anthony

13.5 Resignations/terminations:

Name	*Assignment*	*Effective*
Cavilla, Emilia	Bucks Hill/Bilingual Grade 5	10/20/25
Coles, Amanda	WHS/Special Education (termination)	11/14/25
Dossantos, Shannon	WHS/Special Education	11/21/25
Finateri-Laist, Ann	Kingsbury/Library Media Specialist	11/26/25
Olenius, Jennifer	Reed/Literacy Facilitator	11/07/25
Ostrander, Charles	WAMS/Tech Ed-Information Technology	10/28/25
Rinaldi, Joseph	Walsh/Special Education Grade K	11/19/25
Rodriguez, Beatriz	Hopeville/Bilingual Grade 2	10/21/25
Roth, Ellen	WHS/Special Education	11/21/25
Thorell, Rachel	Tinker/Grade 3	12/05/25
Zamora, Angel	Gilmartin/SLP	10/17/25

13.6 Retirements:

Name	*Assignment*	*Effective*
Bambus, Dolores	Bucks Hill/Bilingual Special Education	06/30/26
Richard, Claudia	CHS/Library Media Specialist	12/23/25

13.7 Athletic appointments:

Name	*Assignment*	*Effective*
Amaya, Darwin	CHS/Assistant Football	09/23/25
Arisian, Michael	CHS/Assistant Swimming Coach	11/14/25
Marquez, Chakira	WMS/Cheerleading Coach	11/17/25

14. Committee Chair Reports

15. Adjournment

WATERBURY PUBLIC SCHOOLS

Committee Meeting Agenda/Minutes

Committee:	BOE Policy & Legislation Committee		
Location: Superintendent's Office Chase Building/Room 158 236 Grand Street	**Date of Meeting:** Wednesday April 22, 2026	**Start Time:** 5:00 p.m.	**Finish Time:**

Team Norms:

1. All meetings will start on time
2. All team members will agree to stay on specific agenda topics
3. A specific agenda will be set for all meeting

Commissioners Present:	Staff Present:

AGENDA			MINUTES
	Agenda Item	**Time Allotted**	• **Motion** • **Motion by/seconded by** • **Vote tally**
1.	*Revised:* Policy 7230.2 – Indoor Air Quality/Heating, Ventilation, and Air Conditioning (HVAC) ~ *N. Albini*		
2.	*Revised:* Policy 6159 – Individualized Education Program/Special Education Program (25-15, 67, 143) ~ *W. Johns*		
3.	*New:* Policy 6171 – Special Education (PA 25-67, 93) ~ *W. Johns*		
4.	*Revised:* Policy 6161.12 – Library Material Review and Consideration (PA 25-168) ~ *J. Frenis*		
5.	*Revised:* Policy 6161.13 – Library Collection Development and Maintenance (PA 25-168) ~ *J. Frenis*		
6.	*Revised:* Policy 6161.14 – Library Display and Program (PA 25-168) ~ *J. Frenis*		
7.	*Discussion:* Student-Tracking Safety Devices – *D. Schwartz*		
8.	Adjournment		

Additional notes/minutes:

Minutes prepared by:

Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street ~ Waterbury, CT 06702 203-574-8009

M E M O R A N D U M

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: May 5, 2026

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Workshop/Committee Meetings, Thursday, May 7, 2026, Wallace Middle School Media Center

The Committees of the Board of Education will meet on Thursday, May 7, 2026, 5:30 p.m., Wallace Middle School Media Center, 3465 East Main Street, Waterbury, Connecticut.

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

A G E N D A

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

PRINCIPAL'S REPORT – Vincent Balsamo

PUBLIC SPEAKING

1. *Committee of the Whole/5 minutes* ~ Presentation: Overview of Educators Rising Program – P. Flammia, Waterbury Career Academy EdRising Students.

2. *Committee of the Whole/10 minutes* ~ Update: Waterbury Promise – K. Maull.

3. *Committee of the Whole/2 minutes* ~ Discussion: 2025/2026 School Year Calendar – Dr. Schwartz.

4. *Committee of the Whole/2 minutes* ~ Request approval of an Education Affiliation Agreement, at no cost, with Trinity Health of New England Corporation, Inc. to provide students with Certified Nurse Assistant Training/Clinical Hours – J. Frenis.

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

6. *Committee on Finance/2 minutes* ~ Request approval of a Contract with Forerunner Technologies, LLC for Voice-over IP Maintenance and Support Services – W. Zhuta.

7. *Committee on Finance/2 minutes* ~ Request approval of a Contract with Canon U.S.A., Inc. for Copier and Managed Print Services – W. Zhuta.

8. *Committee on Finance/2 minutes* ~ Request approval of Amendment Three (3) to the Professional Services Agreement with Linguistica International, Inc. for Phone and/or Video On-Demand Translation Services – M. Zaldivar Barahona.

9. *Committee on Finance/2 minutes* ~ Request approval of Amendment Three (3) to the Professional Services Agreement with Imagine learning LLC for On-line Learning System Provider – N. Toucet.

10. *Committee on Finance/2 minutes* ~ Request approval of a Construction Contract with Sound Stage Productions, Inc. (RFP #8739) for Sound System Upgrades at KHS and CHS gymnasiums – J. Begnal.

11. *Committee on Finance/2 minutes* ~ Request approval of the acceptance The 2025 CHET Dream Big! Competition for K-12 Students School Prize for Driggs School – Dr. Johnson.

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

13. *Committee on Finance/3 minutes* ~ Request approval of a Professional Services Agreement (RFP 8132) with the following for Engineering On-Call Services – N. Albini:
    a) BSC Group, Inc.
    b) Environmental Partners CT, Inc.
    c) Luchs Consulting Engineers, LLC
    d) Tata & Howard, Inc.

14. *Committee on Finance/3 minutes* ~ Request approval of a Professional Services Agreement (RFP 8580) with DVM Industries, LLC for Digital Fire Alarm Transmitter Services – N. Albini.

15. *Committee on Finance/3 minutes* ~ Request approval of a Services Agreement (RFP 8649) with Curriculum Associates, LLC for Online Math Intervention Software – N. Albini.

15a. *Committee on Finance/3 minutes* ~ Request approval of Steam Trap Study Agreements with Yankee Gas Service d/b/a Eversource Energy for energy efficiency stream trap studies at 15 schools – N. Albini.

16. *Committee on Finance/2 minutes* ~ Request approval of Amendment One (1) to the Professional Services Agreement with Access Rehab Centers, LLC for Occupational and Physical Therapy Services – W. Johns.

17. *Committee on Finance/2 minutes* ~ Request approval of Amendment One (1) to the Professional Services Agreement with Stepping Stones Group, LLC for Speech and Language Therapy Services – W. Johns.

18. *Committee on Finance/2 minutes* ~ Request approval of a Professional Services Agreement (RFP #8719) with Apex Education Services, LLC for *Board Certified Behavioral Analysts* – W. Johns.

19. *Committee on Finance/2 minutes* ~ Request approval of a Professional Services Agreement (RFP #8720) with Apex Education Services, LLC for *Registered Behavior Technician Services* – W. Johns.

20. *Committee on Finance/2 minutes* ~ Request approval of a Professional Services Agreement (RFP #8721) with Apex Education Services, LLC for *Board Certified Behavioral Analyst Services & Districtwide De-escalation and Restraint Training* – W. Johns.

21. *Committee on Policy & Legislation/3 minutes* ~ Request approval of new policy #6171 – Special Education – W. Johns.

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

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

24. *Committee of the Whole/10 minutes* ~ Presentation: Proposed Waterbury Preschool Center Project – N. Albini, Dr. Schwartz.

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

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

a. Athletic appointments:

Name	*Position*	*School*	*Effective*
Petteway, Kyren	Assistant Football Coach	WCA	06/15/26

b. Grant funded appointments:

Name	*Position*	*FT/ PT*	*Rate*	*Union*	*Funding*	*Eff.*
Anaya Morales, Wilkin	Hall Monitor-Kennedy	PT	$16.94	NON BOE	Title I DW 2	04/23/26
Bonicki, Andrew	Network Specialist (12mth)-DW	FT	$23.18/hr	UPSE U69	Priority 25-26	04/30/26
Cusack, Tara	Adult Education Evening Admin.	PT	$41.00/hr	NON BOE	Adult Educ.	05/04/26
D'Agostino, Anthony	Adult Education Evening Admin.	PT	$41.00/hr	NON BOE	Adult Educ.	05/04/26
Sapione, Daniel	Network Specialist (10mth)-IT	FT	21.00/hr	UPSE U69	Title I DW 25-27	04/30/26

Williams Jr, Robert	Hall Monitor Wilby Promotion to: Prevention Specialist NEMS	PT FT	$16.94/hr $20.00	Non BOE UPSE U69	Alliance 25-26 Title I DW 25-27	04/09/26 05/07/26

c. Rotella Magnet School Summer School appointments:

Name	*Assignment*
Candida Muro	Teacher Kindergarten
Raffaele Banner	Teacher Grade 1
Isabella Theriault	Teacher Grade 2
Stephanie Colon	Teacher Grade 2
Mary Monroe	Teacher Grade 3
Alexus Lee	Teacher Grade 4

Name	*Assignment*
Dana Wallace	Sub. Administrator
Angela Heidgerd	Sub. Administrator
Odet Simoes	Sub. Teacher
Julia Matthews	Sub. Teacher
Dana Wallace	Sub. Administrator

d. EAS Elementary School Summer School appointments:

Name		*Assignment*	*Location*
Fleming	Sonja	Administrator	Carrington
Acevedo	Paul	Administrator	Duggan
Fiore	Patience	Administrator	Gilmartin
Labagh	Michael	Administrator	Reed
Soares	Elenice	Administrator	Wendell Cross
Williams-Coleman	Brittany	Secretary	Carrington
Aidoo	Syreeta	Secretary	Duggan
Alexander	Lisa	Secretary	Gilmartin
DiGiovancarlo	Krista	Secretary	Reed
Grassi	Carmen	Secretary	Wendell Cross

e. EAS Middle School Summer School appointments:

ELA - David Rotella – 8th	ELA- Lena Pratt – 7th	ELA- Deirdre Signore – 6th
Math- Latasha Pete – 8th	Math- Laurie Scursso – 7th	Math- Adriana Gizzi – 6th
Science- Katia Shortt – 8th	Science- Thomas Lovell – 7th	Science- Erica Reynoso – 6th
S.S.- Andrea Torres – 8th	S. S.-Zulma Garcia- Pillot – 7th	Kathleen O'Keefe – ML
		Kendra O'Brien – Hall Monitor

f. ESY Summer School appointments:

Teachers	
Bell	Teresa
Burke	Heather
Cacho-Zuniga	Lurbin
Capobianco	Olivia
Civitello	Rachel
Clemente	Nera
Coleman	Lavern
Dail	Chantell
Delano	Teresa

Huyghue	Luz
Kowal	Michelle
Krafick	Kimberley
Mancini	Laure-Lyne
Marcellus	Martine
Marchetti	Michele
Padua	Maria
Parker	Devonne
Piccolo	Carla

D'eredita	Joshua
Doyle	Elisabeth
Facchini	Alexandra
Felton	Margaret
Frigo	Mark
Geci	Rayae
Grendzinski	Katie
Guido	Alexandra
Harris	Latonia
Hibbert	Alethia
Social Workers	
Flematti	Jessica
McAlinden	Patricia

Plachcinski	Stephany
Quintana	Carolyn
Scarduzio	Aimee
Scrivano	Cynthia
Shine	Christine
Taylor	Jamie
Tsekas	Jerry
Sp/Lang. Path.	
Fay	Heidi
Murphy	Jame

Paraprofessionals		
Alicea	Luz	Para 2
Alonso	Miriam	Para 1
Anthony	Kayla	Para 1
Arias Bernanbel	Carmen	Para 1
Bascetta	Renee	Para 1
Bermudez	Jarielitza	Para 2
Biolo	Judy	Para 2
Blasl	Alissa	Para 2
Borgos	Danielle	Para 2
Byrd	Shana	Para 2
Canfield	Kelly	Para 1
Cipriano	Lisa	Para 1
Clark	Naima	Para 2
Colangelo	Sharon	Para 1
Cosme	Iris	Para 2
Daily	Emily	Para 2
Delgado	Joel	Para 2
Diaz	Mildred	Para 1
Diaz	Katty	Para 1
Dulo	Majilinda	Para 2
Dunlap	Laura	Para 2
Dupre	Tamika	Para 2
Edwards	Janay	Para 2
Evans	Marlene	Para 1
Falzarano	Kathleen	Sign Lang. Inter./Para 1
Farina	Cheryl	Para 2
Fields	Jamesina	Para 2
Franks	Kendra	Para 2
Fuentes	Sonia	Para 1
Geary	Julie	Para 2
George	Kendra	Para 2
Gibson	Karri	Para 2

Paraprofessionals		
Lacy	Simone	Para 2
Lafountain	Amy	Para 2
Lathan-Eady	Lanita	Para 2
Levett	Latanya	Para 2
Lewis	Minasia	Para 1
Lopez	Marlene	Para 1
Lopez	Elvira	Para 1
Manning	Robert	Para 2
Marino	Janice	Para 2
Martinez	Sally	Para 1
Martinez	Joseph	Para 2
McKinnon	Kevaun	Para 2
Melo	Adelyn	Pare 1
Morrison	Dana	Para 1
Morrison	Dana	Para 1
Mullen-Ginyard	Vickie Mullen	Para 1
Nadimi	Candace	Para 2
Nazario	Jasmine	Para 2
Newman	Jessie	Para 1
Nowell	Delores	Para 2
Oley	Mary Beth	Para 1
Painter	Cynthia	Para 1
Perniciaro	Laura	Para 1
Perniciaro	Laura	Para 1
Pruden	Azhia	Para 2
Ramos	Kathleen	Para 2
Rinaldi	Lori Rae	Para 2
Rivera Rodriguez	Maria	Para 2
Rodriguez	Arwen	Para 2
Rosa	Michelle	Para 2
Samaha	Mary	Para 2
Shanahan-Petitti	Brittany	Para 2

Graham	Doreen	Para 2
Hardy	Paula	Para 1
Heady	Sandra	Para 2
Hicks	Uniquewa	Para 1
Johns	Jasmine	Para 2
Johnson	Mariah	Para 2
Johnson	Tyasia	Para 2
Kasidas	Karrie	Para 1
Kean	Michelle	Para 2
Kelolli	Albana	Para 2
Kociszewski	Kristina	Para 2
Kunkel	Jaclyn	Para 2

Shukaitis	Michael	Para 1
Solano	Barbara	Para 2
Turner	Gina	Para 1
Van Stone	Emily	Para 2
Williams	Shanice	Para 2
Yates	Lashuan	Para 2
Yates	Derek	Para 1
Yeasmin	Shahida	Para 2

g. Teacher transfers effective as listed:

Immediate INVOLUNTARY transfers 2025-2026 SY school year (CORRECTION)				
LAST	FIRST	FROM: Previous School Location	TO: New School Location	EFFECTIVE
Kenney	Cristina	WMS Guidance Counselor	CHS Guidance Counselor	02/05/26
Hasemann	Erich	WMS SEL Counselor	WMS Guidance Counselor	02/05/26
Phillips	Janet	Maloney Elementary VP	Wilson Elementary VP	04/02/26

h. Resignations:

Name	*Assignment*	*Effective*
Bailey, Teri	WMS/Art Teacher	06/30/26
Burgess, Jared	Duggan/English grade 8	06/30/26
Doran, Elizabeth	Bucks Hill/Library Media Specialist	06/30/26
Hudson, Giovanna	Kingsbury/Grade 2	06/30/26
Johns, Wendy	Director of Pupil Services	06/30/26
Johnson, Joseph	Assistant Superintendent	05/15/26
Kurker, Kellie	WHS/PE-Health	06/30/26
Nealy, Lashonda	Chase/Grade 2	06/30/26
Smith-Price, Marceon	Sprague/Grade 5	06/30/26

i. Retirements:

Name	*Assignment*	*Effective*
Albini, Nicholas	Chief Operating Officer	06/30/26
Draus, Lynn	DW/Teacher of Visually Impaired	06/30/26
Kruse, Margaret	Bucks Hill PreK/Special Ed	06/30/26

EXECUTIVE SESSION - discussion concerning the appointment, employment, performance, evaluation, health, or dismissal of a public officer or employee and discussion concerning pending claims and/or pending litigation.

ADJOURNMENT

ATTEST: _____
Carrie A. Swain, Clerk

Board of Education

RESCHEDULED REGULAR MEETING

Thursday May 14, 2026 – 5:30 p.m.

Waterbury Arts Magnet School, 16 South Elm Street, 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/X42cvVTz1mE

A G E N D A

1. Silent Prayer

2. Pledge of Allegiance to the Flag

3. Roll Call

4. CABE Leadership Award Presentation

Skylar Talbert - Carrington
Zahixa Deboulet-Lopez - Crosby
Norayah White - Crosby
Michael Verrier - Duggan
Sonia Jimenez - Enlightenment
Daniela Cedano - Gilmartin
Cyncere Stephens - Kennedy
Franklin Maillashungo - North End
Lucrecia Silva - Reed
Benny Nankoo - Wallace
Ellisandra Santos - Waterbury Arts Middle
Mya Soto - Waterbury Arts High
Michael Butterworth, Jr. - Waterbury Career
Joloni Brooks - Wendell Cross
Adrian Martinez - West Side
Janiya Johnson - Wilby

Kendrick Vazquez - Carrington
Aiden Mejia - Crosby

Jaela Crawford-Chambers - Duggan
Pamela Colon-Colon - Enlightenment
Adam Vlashi - Gilmartin
Asher Sims - Kennedy
Jessica Garcia - North End
Heidy Lema-Duchi - Reed
Anjali Khandai - Wallace
Brielle Wright - Waterbury Arts Middle
Lawton Teegardin - Waterbury Arts High
Luzmaria Rivera - Waterbury Career
Donald Garth-Rios - Wendell Cross
Nathan Yumba - West Side
Staci Velazquez - Wilby

5. Communications

a) Copy of communication from Civil Service dated April 1, 2026 certifying La'Shaun Yates for the position of Paraprofessional II.
b) Copy of communication from Civil Service dated April 1, 2026 certifying Dennis Thillet for the position of Maintainer I.
c) Copy of communication from Civil Service dated April 6, 2026 certifying Michelle Musco for the position of Food Service Site Coordinator.
d) Copy of communication from Civil Service dated April 5, 2026 to Liliana Hernandez regarding offer of employment for the position of Food Service Worker and revised communication dated April 7, 2026.
e) Copy of communication from Civil Service dated April 7, 2026 to Michael Jones regarding offer of employment for the position of Food Service Worker.
f) Copy of communication from Civil Service dated April 13, 2026 certifying Rochelle Hamel for the position of Administrative Associate I.
g) Copy of communication from Civil Service dated April 17, 2026 certifying Jasmine Nazario for the position of Paraprofessional II.
h) Copy of communication from Civil Service dated April 16, 2026 certifying Azhia Pruden for the position of Paraprofessional II
i) Copy of communication from Civil Service dated April 20, 2026 certifying Anthony Caraballo for the position of Maintainer I.
j) Copy of communication from Civil Service dated April 20, 2026 certifying Claudia DeMateeis for the position of Registered Dietitian.

k) Copy of communication from Civil Service dated April 22, 2026 certifying Christopher Churchill for the position of Maintainer I.
l) Copy of communications from Civil Service dated April 23, 2026 certifying Darlens Etienne and Barry Young for the position of Maintainer I.
m) Copy of communications from Civil Service dated April 24, 2026 certifying Michael King and Miguel Ramos for the position of Maintainer I.
n) Copy of communications from Civil Service dated April 28, 2026 certifying Ivelisse Concepcion and Dalynes Segarra for the position of Food Service Helper Lead

6. 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.

7. Superintendent's Announcements

8. President's Comments

9. Student Representative Comments

10. Committee on School Personnel – Commissioner Anthony Ireland

10.1 North End Middle School Principal appointment.

10.2 Rotella Interdistrict Magnet School Principal appointment.

10.3 Wendell L. Cross PreK – Eight School Principal appointment.

11. Consent Calendar

11.1 *Committee of the Whole:* Request approval of an Education Affiliation Agreement, at no cost, with Trinity Health of New England Corporation, Inc. to provide students with Certified Nurse Assistant Training/Clinical Hours.

11.2 *Committee on Finance:* Request approval of Amendment Two (2) to the Professional Services Agreement with Phi Delta Kappa Internationals, Inc. D.B.A. Educators Rising for Teacher Preparation Courses.

11.3 *Committee on Finance:* Request approval of a Contract with Forerunner Technologies, LLC for Voice-over IP Maintenance and Support Services.

11.4 *Committee on Finance:* Request approval of a Contract with Canon U.S.A., Inc. for Copier and Managed Print Services.

11.5 *Committee on Finance:* Request approval of Amendment Three (3) to the Professional Services Agreement with Linguistica International, Inc. for Phone and/or Video On-Demand Translation Services.

11.6 *Committee on Finance:* Request approval of Amendment Three (3) to the Professional Services Agreement with Imagine learning LLC for On-line Learning System Provider.

11.7 *Committee on Finance:* Request approval of a Construction Contract with Sound Stage Productions, Inc. (RFP #8739) for Sound System Upgrades at KHS and CHS gymnasiums.

11.8 *Committee on Finance:* Request approval of the acceptance The 2025 CHET Dream Big! Competition for K-12 Students School Prize for Driggs School.

11.9 *Committee on Finance:* Request approval of a Professional Services Agreement (RFP 8132) with the following for Engineering On-Call Services:

a) BSC Group, Inc.
b) Environmental Partners CT, Inc.
c) Luchs Consulting Engineers, LLC
d) Tata & Howard, Inc.

11.10 *Committee on Finance:* Request approval of a Professional Services Agreement (RFP 8580) with DVM Industries, LLC for Digital Fire Alarm Transmitter Services.

11.11 *Committee on Finance:* Request approval of a Services Agreement (RFP 8649) with Curriculum Associates, LLC for Online Math Intervention Software.

11.12 *Committee on Finance:* Request approval of Amendment One (1) to the Professional Services Agreement with Access Rehab Centers, LLC for Occupational and Physical Therapy Services.

11.13 *Committee on Finance:* Request approval of Amendment One (1) to the Professional Services Agreement with Stepping Stones Group, LLC for Speech and Language Therapy Services.

11.14 *Committee on Finance:* Request approval of a Professional Services Agreement (RFP #8719) with Apex Education Services, LLC for *Board Certified Behavioral Analysts.*

11.15 *Committee on Finance:* Request approval of a Professional Services Agreement (RFP #8720) with Apex Education Services, LLC for *Registered Behavior Technician Services.*

11.16 *Committee on Finance:* Request approval of a Professional Services Agreement (RFP #8721) with Apex Education Services, LLC for *Board Certified Behavioral Analyst Services & Districtwide De-escalation and Restraint Training.*

11.17 *Committee on Policy & Legislation:* Request approval of new policy #6171 – Special Education.

11.18 *Committee on Building & School Facilities:* Use of school facilities by school organizations and/or City departments.

11.19 *Committee on Building & School Facilities:* Use of school facilities by outside organizations.

12. Items Removed from Consent

13. Committee on Building & School Facilities – Vice President LaToya Ireland

13.1 Custodial fee waiver request of Yeshiva K'Tana for their use of Wilby High School.

13.2 Custodial fee waiver request of HangTime/Choice Awards for their use of Rotella Magnet School.

13.3 Custodial fee waiver request of Waterbury Knights Dance Group for their use of Wilby High School

13.4 Custodial fee waiver request of Catholic Academy for their use of Gilmartin School.

14. Committee on Policy & Legislation – Commissioner Lopez

14.1 Request approval of revised Policy 6159 – Individualized Education Program/Special Education Program.

14.2 Request approval of revised Policy 6161.12 – Library Material Review and Consideration.

14.3 Request approval of revised Policy 6161.13 – Library Collection Development and Maintenance.

14.4 Request approval of revised Policy 6161.14 – Library Display and Program.

14.5 Request approval of revised Policy 7230.2 – Indoor Air Quality/Heating, Ventilation, and Air Conditioning (HVAC).

15. Superintendent's Notification to the Board

15.1 Athletic appointments:

Name	*Position*	*School*	*Effective*
Petteway, Kyren	Assistant Football Coach	WCA	06/15/26

15.2 Grant funded appointments:

Name	*Position*	*FT/ PT*	*Rate*	*Union*	*Funding*	*Eff.*
Anaya Morales, Wilkin	Hall Monitor-Kennedy	PT	$16.94	NON BOE	Title I DW 2	04/23/26
Bonicki, Andrew	Network Specialist (12mth)-DW	FT	$23.18/hr	UPSE U69	Priority 25-26	04/30/26
Cusack, Tara	Adult Education Evening Admin.	PT	$41.00/hr	NON BOE	Adult Educ.	05/04/26

D'Agostino, Anthony	Adult Education Evening Admin.	PT	$41.00/hr	NON BOE	Adult Educ.	05/04/26
Sapione, Daniel	Network Specialist (10mth)-IT	FT	21.00/hr	UPSEU 69	Title I DW 25-27	04/30/26
Williams Jr, Robert	Hall Monitor Wilby Promotion to: Prevention Specialist NEMS	PT FT	$16.94/hr $20.00	Non BOE UPSE U69	Alliance 25-26 Title I DW 25-27	04/09/26 05/07/26

15.3 Rotella Magnet School Summer School appointments:

Name	*Assignment*
Candida Muro	Teacher Kindergarten
Raffaele Banner	Teacher Grade 1
Isabella Theriault	Teacher Grade 2
Stephanie Colon	Teacher Grade 2
Mary Monroe	Teacher Grade 3
Alexus Lee	Teacher Grade 4

Name	*Assignment*
Dana Wallace	Sub. Administrator
Angela Heidgerd	Sub. Administrator
Odet Simoes	Sub. Teacher
Julia Matthews	Sub. Teacher
Dana Wallace	Sub. Administrator

15.4 Maloney Magnet School Summer School appointments:

Name	*Assignment*
Gittins, Stacey	Administrator
Dombrowski, Jason	Admin Sub
Barbieri, Katie	Teacher
Buinauskas, Marci	Teacher
Bumbala, Haley	Teacher

Name	*Assignment*
Conner, Carrington	Teacher
Doran, Mary	Teacher
Dunn, Andrew	Teacher
Parker, Marlene	Teacher
Cancro, Dana	Teacher Sub

15.5 EAS Elementary School Summer School appointments:

Name		*Assignment*	*Location*
Fleming	Sonja	Administrator	Carrington
Acevedo	Paul	Administrator	Duggan
Fiore	Patience	Administrator	Gilmartin
Labagh	Michael	Administrator	Reed
Soares	Elenice	Administrator	Wendell Cross
Williams-Coleman	Brittany	Secretary	Carrington
Aidoo	Syreeta	Secretary	Duggan
Alexander	Lisa	Secretary	Gilmartin
DiGiovancarlo	Krista	Secretary	Reed
Grassi	Carmen	Secretary	Wendell Cross

15.6 EAS Middle School Summer School appointments:

ELA - David Rotella – 8th	ELA- Lena Pratt – 7th	ELA- Deirdre Signore – 6th
Math- Latasha Pete – 8th	Math- Laurie Scursso – 7th	Math- Adriana Gizzi – 6th
Science- Katia Shortt – 8th	Science- Thomas Lovell – 7th	Science- Erica Reynoso – 6th
S.S.- Andrea Torres – 8th	S. S.-Zulma Garcia- Pillot – 7th	Kathleen O'Keefe – ML
Jay Seay – Hall Monitor		

15.7 ESY Summer School appointments:

Teachers	
Bell	Teresa
Burke	Heather
Cacho-Zuniga	Lurbin
Capobianco	Olivia
Civitello	Rachel
Clemente	Nera
Coleman	Lavern
Dail	Chantell
Delano	Teresa
D'eredita	Joshua
Doyle	Elisabeth
Facchini	Alexandra
Felton	Margaret
Frigo	Mark
Geci	Rayae
Grendzinski	Katie
Guido	Alexandra
Harris	Latonia
Hibbert	Alethia
Social Workers	
Flematti	Jessica
McAlinden	Patricia

Huyghue	Luz
Kowal	Michelle
Krafick	Kimberley
Mancini	Laure-Lyne
Marcellus	Martine
Marchetti	Michele
Padua	Maria
Parker	Devonne
Piccolo	Carla
Plachcinski	Stephany
Quintana	Carolyn
Scarduzio	Aimee
Scrivano	Cynthia
Shine	Christine
Taylor	Jamie
Tsekas	Jerry
Sp/Lang. Path.	
Fay	Heidi
Murphy	Jame

Paraprofessionals		
Alicea	Luz	Para 2
Alonso	Miriam	Para 1
Anthony	Kayla	Para 1
Arias Bernanbel	Carmen	Para 1
Bascetta	Renee	Para 1
Bermudez	Jarielitza	Para 2
Biolo	Judy	Para 2
Blasl	Alissa	Para 2
Borgos	Danielle	Para 2
Byrd	Shana	Para 2
Canfield	Kelly	Para 1
Cipriano	Lisa	Para 1
Clark	Naima	Para 2
Colangelo	Sharon	Para 1
Cosme	Iris	Para 2
Daily	Emily	Para 2
Delgado	Joel	Para 2
Diaz	Mildred	Para 1
Diaz	Katty	Para 1
Dulo	Majilinda	Para 2

Paraprofessionals		
Lacy	Simone	Para 2
Lafountain	Amy	Para 2
Lathan-Eady	Lanita	Para 2
Levett	Latanya	Para 2
Lewis	Minasia	Para 1
Lopez	Marlene	Para 1
Lopez	Elvira	Para 1
Manning	Robert	Para 2
Marino	Janice	Para 2
Martinez	Sally	Para 1
Martinez	Joseph	Para 2
McKinnon	Kevaun	Para 2
Melo	Adelyn	Pare 1
Morrison	Dana	Para 1
Morrison	Dana	Para 1
Mullen-Ginyard	Vickie Mullen	Para 1
Nadimi	Candace	Para 2
Nazario	Jasmine	Para 2
Newman	Jessie	Para 1
Nowell	Delores	Para 2

Dunlap	Laura	Para 2		Oley	Mary Beth	Para 1
Dupre	Tamika	Para 2		Painter	Cynthia	Para 1
Edwards	Janay	Para 2		Perniciaro	Laura	Para 1
Evans	Marlene	Para 1		Perniciaro	Laura	Para 1
Falzarano	Kathleen	Sign Lang. nter./Para 1		Pruden	Azhia	Para 2
Farina	Cheryl	Para 2		Ramos	Kathleen	Para 2
Fields	Jamesina	Para 2		Rinaldi	Lori Rae	Para 2
Franks	Kendra	Para 2		Rivera Rodriguez	Maria	Para 2
Fuentes	Sonia	Para 1		Rodriguez	Arwen	Para 2
Geary	Julie	Para 2		Rosa	Michelle	Para 2
George	Kendra	Para 2		Samaha	Mary	Para 2
Gibson	Karri	Para 2		Shanahan-Petitti	Brittany	Para 2
Graham	Doreen	Para 2		Shukaitis	Michael	Para 1
Hardy	Paula	Para 1		Solano	Barbara	Para 2
Heady	Sandra	Para 2		Turner	Gina	Para 1
Hicks	Uniquewa	Para 1		Van Stone	Emily	Para 2
Johns	Jasmine	Para 2		Williams	Shanice	Para 2
Johnson	Mariah	Para 2		Yates	Lashuan	Para 2
Johnson	Tyasia	Para 2		Yates	Derek	Para 1
Kasidas	Karrie	Para 1		Yeasmin	Shahida	Para 2
Kean	Michelle	Para 2				
Kelolli	Albana	Para 2				
Kociszewski	Kristina	Para 2				
Kunkel	Jaclyn	Para 2				

15.8 High School Credit Recovery Summer School appointments:

Name		*Grade*	*Subject*
Sazo	Gustavo	Gr 9 – 12	Math – Alg 1
Scialla	Marlena	Gr 9 – 12	Math – Alg 2
Szwaba	Brigitt	Gr 9	Math - Geometry
Caruso	Anthony	Gr 10, Gr 11	Reading/ELA Gr 12
Franks-Blanchard	Lauren	Gr 11, Gr 12, Creative Writing	Reading/ELA Gr 10
Malcolm	Jacqueline	Gr 10, Gr 11, Gr 12	Reading/ELA Gr 11
McCord	Nicholas	Gr 9, Gr 10	ELA/Library Media Gr 9
Magnavice	Jennifer	Gr 9	Science
Phelan	Andrew	Gr 9	Science
Cusano	Vincent	Gr 7, Gr 8	Science
Taylor	Marnie	Gr 10, Gr 11, Gr 12	Science
Kampfman	William	Gr 9, Gr 11	Social Studies
Mendello	Joseph	Gr 10, Gr 11, Gr 12	Soc. Studies/Finance
Sarlo	Christopher	Gr 9 – 12	Social Studies
Clemon	Michael	n/a	Hall Monitor
DeJesus Roldan	Jessica	n/a	Secretary

15.9 Teacher transfers effective as listed:

Immediate INVOLUNTARY transfers 2025-2026 SY school year (CORRECTION)				
LAST	FIRST	FROM: Previous School Location	TO: New School Location	EFFECTIVE
Kenney	Cristina	WMS Guidance Counselor	CHS Guidance Counselor	02/05/26
Hasemann	Erich	WMS SEL Counselor	WMS Guidance Counselor	02/05/26
Phillips	Janet	Maloney Elementary VP	Wilson Elementary VP	04/02/26

15.10 Resignations:

Name	*Assignment*	*Effective*
Bailey, Teri	WMS/Art Teacher	06/30/26
Burgess, Jared	Duggan/English grade 8	06/30/26
Doran, Elizabeth	Bucks Hill/Library Media Specialist	06/30/26
Hudson, Giovanna	Kingsbury/Grade 2	06/30/26
Johns, Wendy	Director of Pupil Services	06/30/26
Johnson, Joseph	Assistant Superintendent	05/15/26
Kurker, Kellie	WHS/PE-Health	06/30/26
Nealy, Lashonda	Chase/Grade 2	06/30/26
Skinner, Dylan	WAMS/Chemistry	06/30/26
Smith-Price, Marceon	Sprague/Grade 5	06/30/26

15.11 Retirements:

Name	*Assignment*	*Effective*
Albini, Nicholas	Chief Operating Officer	06/30/26
Draus, Lynn	DW/Teacher of Visually Impaired	06/30/26
Kruse, Margaret	Bucks Hill PreK/Special Ed	06/30/26
Pontecorvo, Louis	WCA/Music Teacher	06/30/26

16. Committee Chair Reports

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

18. Adjournment

Committee:	BOE Policy & Legislation Committee		
Location: Waterbury Arts Magnet School Media Center 16 South Elm Street	**Date of Meeting:** Thursday June 18, 2026	**Start Time:** 4:45 p.m.	**Finish Time:**

Team Norms:

1. All meetings will start on time
2. All team members will agree to stay on specific agenda topics
3. A specific agenda will be set for all meeting

Commissioners Present:	Staff Present:

AGENDA			MINUTES
	Agenda Item	**Time Allotted**	• **Motion** • **Motion by/seconded by** • **Vote tally**
1.	Proposed new policy #1330 – Use of School Facilities.		
2.	Adjournment		

Additional notes/minutes:

Minutes prepared by:

Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street ~ Waterbury, CT 06702 203-574-8009

M E M O R A N D U M

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: July 21, 2026

TO: Michael J. Dalton, City Clerk

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

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

This meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast 96, Frontier 6096) and streamed live on YouTube at https://youtu.be/LkrJLcEC3H4.

A G E N D A

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

PUBLIC SPEAKING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Grant funded appointments:

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

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

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

c Miscellaneous appointments:

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

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

d. EAS Elementary School Summer School appointments:

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

e. ESY Summer School appointments:

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

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

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

f. Resignations:

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

g . Retirements:

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

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

ADJOURNMENT

ATTEST: Carrie A. Swain

Carrie A. Swain, Clerk

Board of Education

RESCHEDULED REGULAR MEETING

Thursday, July 23, 2026 – **6:30 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/LkrJLcEC3H4.

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 9, 2026 from Civil Service to Kejaana Gibbs regarding voluntary demotion.
b) Copy of communication dated June 15, 2026 from Civil Service certifying Mahalia Patterson for the position of Paraprofessional II.
c) Copy of communication dated June 9, 2026 from Civil Service certifying Francisco Ramos for the position of Paraprofessional II.
d) Copy of communication dated June 17, 2026 certifying Rebecca Gonzalez for the position of Chief Operating Officer.
e) Copy of communications dated June 23, 2026 from Civil Service certifying Doni Morgan for the position of Paraprofessional II and David Pagan, Jr. for the position of Paraprofessional I.
f) Email communication dated June 24, 2026 from CABE regarding Policy Highlights.
g) Copy of communication dated June 29, 2026 from Civil Service certifying Isamel Bodden for the position of Accountant II.
h) Copy of communication dated June 30, 2026 from Civil Service certifying Georgina Lopes for the position of Paraprofessional I.
i) Copy of communication dated July 7, 2026 from Civil Service certifying Thomas Bell, IV for the position of Department Account Manager – School Business Office.

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:* Communication from Police Chief regarding utilization of Waterbury Career Academy site.

8.2 *Committee of the Whole:* Request approval of a Project Authorization Letter for the Roberto Clemente International Dual Language School project.

8.3 *Committee of the Whole:* Request approval of a Project Authorization Letter for the Bucks Hill Elementary School Roof Project.

8.4 *Committee of the Whole:* Request approval of a Project Authorization Letter for the Walsh Elementary School Roof Project.

8.5 *Committee of the Whole:* Request approval of a Project Authorization Letter for the Wilson Elementary School Roof Project.

8.6 *Committee of the Whole:* Request approval of a Student Teacher Affiliation Agreement with University of Connecticut.

8.7 *Committee of the Whole:* Request approval of a Nondisclosure Agreement with NCS Pearson, Inc.

8.8 *Committee on Finance:* Request approval of First Amendment to the Construction Contract with All-Electric Construction & Communication L.L.C., for design and build rooftop solar photovoltaic systems at five schools.

8.9 *Committee on Finance:* Request approval of a Professional Services Agreement with Prime Consulting Inc. for on-call engineering services.

8.10 *Committee on Finance:* Request approval of a Professional Services Agreement with Facilities Compliance Fire Protection, LLC for fire suppression equipment testing and maintenance.

8.11 *Committee on Finance:* Request approval of a transfer in the fiscal year 2026/2027 Capital Improvement Budget.

8.12 *Committee on School Personnel:* Request approval of a SAW lateral transfer request.

8.13 *Committee on Policy & Legislation:* Request approval of the new policy "Use of School Facilities – 1330".

8.14 *Committee on Policy & Legislation:* Request approval of revised policy "Organization and Methods of Operation – 9010.

8.15 *Committee on Building & School Facilities:* Request approval of use of school facilities by school organizations and/or City departments.

8.16. *Committee on Building & School Facilities:* ~ Request approval of use of school facilities by outside organizations.

9. Items removed from Consent Calendar

10. Committee on Building & School Facilities – Vice President L. Ireland

10.1 Fee waiver request of Wren Community Events for their use of Crosby's Turf Field.

10.2 Fee waiver request of The Links, Inc. for their use of WAMS Library on various dates.

10.3 Fee waiver request of NEST for their use of various rooms at WAMS.

10.4 Fee waiver request of NEST for their use of Wendell Cross's Café.

10.5 Fee waiver request of Town Plot Sports for their use of Duggan gym on various dates.

10.6 Fee waiver request of CT Focus for their use of Wilby gym on various dates.

10.7 Fee waiver request of Bridge to Success to their use of Reed gym on various dates.

10.8 Fee waiver request of Bridge to Success for their use of Roberto Clemente's gym.

11. Superintendent's Notification to the Board

11.1 Grant funded appointments:

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

11.2 Rotella Magnet School's Before Care Program appointments:

Administrators	*Teachers*	*Assistants*
Cruess, Carla (sub)	Monroe, Mary	Kodra, Filoreta
Vargas, Melissa (sub)	Parker, Marly	Tytymce, Yllke

Wallace, Dana	Philips, Cheryl (sub)	Wigglesworth, Vanessa (sub)
	Santovasi, Monica (sub)	
Paraprofessional	Stanco, Kate (sub)	
James, Rebecca (sub)	Stasaitis, Heather (sub)	
Monteiro, Greta		

11.3 Miscellaneous appointments:

Last	*First*	*Assignment*
King	Tracy	HS Summer School/Spanish
Kelly	Wendy	School Counselor Summer Curriculum Committee
Alena	Cybart-Persenaire	Summer MS & HS Advisory Committee
Benjola	Sejdaras	Summer MS & HS Advisory Committee
DeAndre	Riddick	Summer MS & HS Advisory Committee
Evette	Zappone	Summer MS & HS Advisory Committee
Heather	Matthews	Summer MS & HS Advisory Committee
Jennifer	Magnavice	Summer MS & HS Advisory Committee
Kara	Poulter	Summer MS & HS Advisory Committee
Kimberly	Kulesza	Summer MS & HS Advisory Committee
Melissa	Geffken	Summer MS & HS Advisory Committee
Michelle	Bell	Summer MS & HS Advisory Committee
Shirelle	McGuire	Summer MS & HS Advisory Committee
Sian	Charles-Harris	Summer MS & HS Advisory Committee
Thomas	Haines	Summer MS & HS Advisory Committee
Dobransky	Christopher	Health & PE Curriculum Committee
Facchini	Alexandra	Health & PE Curriculum Committee
Froese	Justin	Health & PE Curriculum Committee
Gagliardi	Brett	Health & PE Curriculum Committee
Katrenya	Wesley	Health & PE Curriculum Committee
Linskey	Tara	Health & PE Curriculum Committee
Lorenzini	John	Health & PE Curriculum Committee
Murtishi	Shaban	Health & PE Curriculum Committee
Boutote	Ericka	EdRising Curriculum Writing Committee
Byrd	Diana	EdRising Curriculum Writing Committee
Krawiec	Evan	EdRising Curriculum Writing Committee
McDonnell	Cassi	ECHS Summer Instructor/ELA
Munoz	Angela	ECHS Summer Instructor/Science
Purnawsi	Muniram	ECHS Summer Instructor/Math
Bayliss	Michelle	Summer Secondary ELA Curriculum Committee
Carangelo	Casey	Summer Secondary ELA Curriculum Committee
Cybart-Persenaire	Alena	Summer Secondary ELA Curriculum Committee
Franks Blanchard	Lauren	Summer Secondary ELA Curriculum Committee
Gilday	Michael	Summer Secondary ELA Curriculum Committee

Howe	Jamie	Summer Secondary ELA Curriculum Committee
Jones	Michael	Summer Secondary ELA Curriculum Committee
LaBonte	Stephanie	Summer Secondary ELA Curriculum Committee
Lance	Michele	Summer Secondary ELA Curriculum Committee
Riddick	Deandre	Summer Secondary ELA Curriculum Committee
Travasino-Cusack	Tara	Summer Secondary ELA Curriculum Committee
Zappone	Evette	Summer Secondary ELA Curriculum Committee
Baumann	Nicole	Summer Secondary Social Studies Curr. Committee
Bosworth	Stephanie	Summer Secondary Social Studies Curr. Committee
Braun	Brooklyn	Summer Secondary Social Studies Curr. Committee
Casceillo	Jennifer	Summer Secondary Social Studies Curr. Committee
Catricala	Julia	Summer Secondary Social Studies Curr. Committee
Loustaunau	Taylor	Summer Secondary Social Studies Curr. Committee
McCartin	Sarah	Summer Secondary Social Studies Curr. Committee

11.4 EAS Elementary School Summer School appointments:

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

11.5 ESY Summer School appointments:

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

Paraprofessionals							
Angeletti, Mark	Para 1		Moran, Hailey	Para 1		Rosado, Suhjail	Para 1
Aquino, Litzy	Para 1		Ortiz, Maegen	Para 1		Sands, Tiasha	Para 1
Grier, Rashid	Para 2		Pagan, David	Para 1		Watts, Kairo	Para 1
Markiewichz, Kelly	Para 1		Pimentel, Annmarie	Para 1		Wymes, Timothy	Para 1

11.6 Resignations:

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

Rivera, Nicole	Rotella/Special Ed	07/14/26
Theriault, Isabella	Rotella/Grade 1	07/09/26
Veronesi, Caterina CSM	CHS/JROTC-Army	07/10/26

11.7 Retirements:

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

12. Committee Chair Reports

13. Executive Session

14. Adjournment

3. Policy Level Two Item C

C. The Board has adopted a policy addressing diversity, equity, and inclusion. (provide policy)

(SEE FOLLOWING FOUR PAGES)

Equity Policy

Purpose
The purpose of this policy is to establish a framework for educational equity for all students to ensure the elimination of bias, particularly institutionalized racism - and cultural bias, as factors affecting student achievement and learning experiences, and to promote teaching and learning and work environments that welcome, respect, and value strength in diversity.

Equity in education is about inclusiveness and social justice and not to be used interchangeably with the principles of equality. The principle of educational equity goes beyond formal equality where students are treated the same. Instead, educational equity fosters a barrier-free environment in which all students have the opportunity to benefit equally. Equity is achieved when there is sufficient evidence that each child has a high- quality educational experience, and outcomes and successes are not predicated by a student's subgroup.

Definitions
For the purposes of this policy the following terms shall have these meanings:

A. "Educational equity" means raising the achievement of all students while (1) narrowing the gaps between the lowest and highest performing students, and (2) eliminating the racial or cultural predictability and disproportionality of which student groups occupy the highest and lowest achievement categories including rates of graduation.

B. "Institutional racism" means the collective failure of a public or private organization, implicitly or explicitly, to provide an appropriate and professional service to people because of their race/, color, language, culture or ethnic origin which can be seen or detected in practices, processes, systems, attitudes and behavior. It looks beyond individual acts of prejudice to the systemic biases that may be built into institutions. These systemic biases discriminate against and disadvantage people of color through unwitting prejudice, ignorance, thoughtlessness, or racial stereotyping while maintaining the privilege of others.

C. "Diversity" includes characteristics of persons including, but not limited to race/color, culture, language, color, creed or religion, national origin, gender, mental and physical ability, age, marital status, family structure, citizenship status, sexual orientation, sexual expression or identity, economic status, veteran's status, and any other protected class in conformance with federal, state, and local laws.

D. "District staff" includes all faculty and staff, consultants, and contractors of the Waterbury Public Schools.

Policy
The inclusion of all students and families supports District goals to increase student engagement and academic performance.

Each child and member of the learning community deserves a respectful learning environment in which their cultural, racial, ethnic, and linguistic background is valued and contributes to successful academic outcomes. The responsibility for student success is shared by the Board of Education, District staff, students, families and the community. The Waterbury Public Schools

***Equity Policy,* continued**

is committed to identifying and correcting practices and policies that perpetuate racial disparities and institutional racism in all forms in order to provide all of its students with the opportunity to succeed. Learning and work environments are enriched and improved by the contributions, perspectives, and very presence of diverse participants.

The Waterbury Public Schools is committed to the success of every student in each of our schools and to our mission and vision statements. Persistent achievement and opportunity gaps are unacceptable if we are to meet the goals of these statements and our moral obligations to our students, their families, and our community as a whole. These gaps are contrary to our belief that all children can learn and succeed. Adult actions must not contribute to the perpetuation of inequities that create barriers to student success. Furthermore, adult actions must concentrate on the elimination of gaps, particularly those that are predicated on a student's race, ethnicity, home language, personal characteristics, or culture, and on the assurance of educational equity between students.

The Board is committed to hiring the most qualified employees who will bring their unique talents and skills into the school system. The District shall employ staffing processes that support and promote cultural, racial, ethnic, and linguistic diversity in its staff through recruitment, employment, training and retention of highly qualified employees that reflect the diversity of our students and community. It is important that all students see themselves as part of the education system. As such, the District is committed to increasing the recruitment and retention of highly qualified diverse staff.

The District shall offer opportunities for all staff to improve culturally responsive instructional practices, curriculum, and assessments in order to increase our individual and collective capacity to effectively teach our student population. Practices, procedures and programs that result in over or under representation of any group of students, compared to peers, shall be subject to close review to assure that such results are due to legitimate educational, social or emotional needs. Practices that do not meet this close review shall be modified or eliminated. Teachers, administrators and district staff shall collaborate to establish and implement researched based culturally responsive instructional practices, curriculum and assessments.

The District shall offer opportunities for all staff to improve its cultural competencies in serving a diverse student body and community. The District staff shall work together to increase their individual and collective capacity to effectively teach a culturally, racially and ethnically diverse student population and serve culturally, racially and ethnically diverse families and communities. The District shall provide professional development to staff specifically designed to strengthen employee's knowledge and skills for eliminating opportunity and achievement gaps between groups of students. The District shall seek partnerships with outside agencies, organizations and persons who have demonstrated culturally specific expertise to assist the District in meeting its equitable education and business goals, including, but not limited to: (1) government agencies, (2) non-profit organizations, (3) businesses, and (4) other community groups that support educational equity and cultural competencies.

Equity Policy, continued

The District is committed to promoting and providing equitable distribution of resources, opportunities, facilities and supports, even when this means differentiating resource allocations on the basis of student needs. Resource allocation shall support the definition of educational equity adopted in this policy while complying with state and federal funding mandates.

The District shall promote the diversification of its vendor and supplier corps in accordance with law and district policy.

The Board, Superintendent, and staff commit to using an equity verification protocol to ensure all future policies have a significant impact on the equitable advancement of learning and resource allocation for the success of every child. This commitment also includes conducting assessments on policies that are periodically reviewed and updated through the policy development process.

Responsibility

A. The Board shall consider the values stated in this policy in conducting its business and in exercising its responsibilities to the people of this community.

B. The Superintendent shall establish in accordance with this policy such plans and procedures as may be necessary and appropriate to accomplish its purpose and intent. Plans and procedures established shall include clear accountability for actions and oversight.

C. The Superintendent shall promulgate regulations for the implementation of this policy as deemed necessary.

D. The Board and Superintendent shall establish specific goals to implement this policy as permitted by law and deemed necessary.

E. The Superintendent shall annually report to the Board and the community regarding District performance goals on academic achievement and progress toward meeting these goals and closing the achievement gap.

F. Families are partners with the District in a collaborative effort to address achievement and opportunity gaps.

G. Students are partners in their academic achievement. School attendance and engagement are essential to reduce achievement and opportunity gaps that exist.

H. The Board, Superintendent and employees will work with students and families to identify barriers to achievement and opportunities for academic success.

(cf. 0521 - Nondiscrimination)
(cf. 1110.1 - Parental Involvement)
(cf. 1110.3 - School Governance Council)
(cf. 1210 - Community Associations)
(cf. 1212 - Volunteers)
(cf. 1330 or 3515 - Use of School Facilities)
(cf. 1205 - Participation by the Public)
(cf. 4111 - Recruitment and Selection)
(cf. 4111.1/4211.1 - Affirmative Action)

Equity Policy, continued

(cf. 4118.11 - Nondiscrimination)
(cf. 4118.113/4218.113 - Harassment)
(cf. 4118.3 - District Minority Recruitment Plan)
(cf. 4131 - Staff Development)
(cf. 5118.1 - Homeless Students)
(cf. 5131.911 - Bullying/Safe School Climate Plans)
(cf. 5145.4 - Nondiscrimination)
(cf. 5145.5 - Sexual Harassment)
(cf. 5145.51 - Peer Sexual Harassment)
(cf. 5145.52 - Harassment)
(cf. 5145.53 - Transgender and Non-Conforming Youth)
(cf. 5145.6 - Student Grievance Procedure)
(cf. 6115 - Ceremonies and Observances)
(cf. 6121 - Nondiscrimination)
(cf. 6121.1 - Equal Educational Opportunity)
(cf. 6141.21 - Religions in the Public Schools)
(cf. 6141.22 - Religious Accommodations)
(cf. 6141.311 - Limited English Proficiency Program (English Learners))
(cf. 6171 - Special Education)
(cf. 9133 - Board of Education Advisory Committees)

Legal Reference: Connecticut General Statutes
46a 60 Discriminatory employment practices prohibited.
10-15c Discrimination in public schools prohibited. School attendance by five-year olds. (Amended by P.A. 97-247 to include "sexual orientation" and P.A. 11-55 to include "gender identity or expression")
10-153 Discrimination on account of marital status.
17a-101 Protection of children from abuse.
Connecticut State Board of Education "Position Statement on Culturally Responsive Education," adopted May 4, 2011
Title VII, Civil Rights Act, 42 U.S.C. 2000e, et seq.
29 CFR 1604.11, EEOC Guidelines on Sex Discrimination.
Title IX of the Educational Amendments of 1972, 20 U.S.C. 1681 et seq.
34 CFR Section 106.8(b), OCR Guidelines for Title IX.
Definitions, OCR Guidelines on Sexual Harassment, Fed. Reg. Vol 62, #49, 29 CFR Sec. 1606.8 (a0 62 Fed Reg. 12033 (March 13, 1997) and 66 Fed. Reg. 5512 (January 19, 2001)
20 U.S.C. 7905 (Boy Scouts of America Equal Access Act contained in No Child Left Behind Act of 2001)
Meritor Savings Bank. FSB v. Vinson, 477 U.S. 57 (1986)
Faragher v. City of Boca Raton, No. 97-282 (U.S. Supreme Court, June 26,1998)
Gebbser v. Lago Vista Indiana School District, No. 99-1866, (U.S. Supreme Court, June 26,1998)
Davis v. Monro County Board of Education, No. 97-843, (U.S. Supreme Court, May 24, 1999.)
The Vietnam Era Veterans' Readjustment Act of 1974, as amended, 38 U.S.C. §4212
Title II of the Genetic Information Nondiscrimination Act of 2008
The Americans with Disabilities Act as amended by the ADA Amendments Act of 2008
Public Law 111-256
Meacham v. Knolls Atomic Power Laboratory 128 S.Ct. 2395, 76 U.S.L.W. 4488 (2008)
Federal Express Corporation v. Holowecki 128 S.Ct. 1147, 76 U.S.L.W. 4110 (2008)
Kentucky Retirement Systems v. EEOC 128 S.Ct. 2361, 76 U.S.L.W. 4503 (2008)
Sprint/United Management Co. v. Mendelsohn 128 S.Ct. 1140, 76 U.S.L.W. 4107 (2008)

Policy adopted by the Waterbury Board of Education on August 22, 2019

B. The Board has successfully worked with other community leaders. (provide description and/or supporting documentation)

The Board actively works cooperatively with community leaders to solicit support for schools and to enhance a greater sense of community, especially through its support of community events. Parent Liaisons in each school work with community leaders to host community events within the school and school "community day" events outside of school.

In capacity as a representative of the Board, some of the community activities Dr. Schwartz and/or Waterbury Public School community participated in are as follows:

October 2025-September 2026:

- Attend monthly/bimonthly meetings and/or events with the following community partners:
  - United Way Board of Directors
    - United Way Campaign 2024-25 school year
  - Palace Theater Board of Directors
  - Waterbury Promise Board of Directors
  - Manufacturing Alliance Service Corp (MASC) Board of Directors
  - Waterbury Exchange Club
- Media correspondence:
  - Republican American/Hearst Media
  - News station interviews (WFSB, NBC, WTNH, FOX)
  - WATR Talk of the Town
  - CT Examiner
- Press conferences with Legislators regarding important programs/opportunities/awards
- Monthly Education Workforce Partnership Team Meetings includes:
  - Northwest Regional Healthcare and Manufacturing Regional Sector Partnership
  - UCONN Waterbury
  - Waterbury Public Schools
  - Waterbury Mayor
- Monthly Community Health and Wellness Advisory Committee Meetings includes:
  - School officials
  - City officials
  - Health Department officials
- Brass City Promise Zone Meetings
- Community Cultural Celebrations:
  - WPS heritage festivals and events throughout the year
  - Community Puerto Rican Day Festival and Parade (September 19)
  - The Gathering
- Educational partnerships with Waterbury community organizations/colleges:
  - CT State Community College
  - St. Mary's Hospital (summer internships)
  - Post University
  - McCall Behavioral Health Network (summer internships)
  - UConn Waterbury
  - Waterbury Hospital (summer internships)
- Quarterly SRO Meetings with Police Department

- Waterbury Violence Prevention Steering Committee Meetings
- Board of Education Liaisons to Board of Alderman
- Waterbury Special Education Parent Teacher Organization (SEPTO) community activities
- Community Event Hamilton Park - 13 Waterbury schools (October 8)
- Catholic Academy Awards Dinner (October 9)
- Pastor Reese's 10th Pastoral Anniversary Celebration (October 12)
- Mayoral Youth Advisory Committee Meeting (October 14)
- Waterbury Neighborhood Council 25th Annual Awards Dinner (October 16)
- WPS FIRST Robotics City Championship (October 21)
- 50th Anniversary Mt. Olive Senior Center Luncheon (October 24)
- PINK Out Day (October 28)
- Holy Land Fundraising Dinner (October 30)
- SNAP Benefits ~ Food collection and distribution for community (November 2025)
- Community Conversation: Youth Opportunities in Willow Street Area (November 5)
- Black Men in White Coats Youth Summit (November 8)
- Waterbury Night of Promise (November 13)
- CT State Community College NVCC Meet Campus President Open House (November 20)
- City of Waterbury Christmas Tree Lighting (November 29)
- CT Education Roundtable SERC (December 11)
- CABE Area 1 Legislative Breakfast (January 9)
- Bunker Hill Association Meeting-Walnut Hill Church (January 16)
- Kennedy Marching Band Pasta Fundraiser (January 19)
- Waterbury Legislative Roundtable Breakfast (January 27)
- Mattatuck Museum Fundraiser (February 5)
- Governor’s Legislative Breakfast (February 11)
- Waterbury Chamber Board of Directors Meeting (February 20)
- Leadership Greater Waterbury Education Day Panel (February 25)
- Waterbury Exchange Club Blue Ribbon Campaign March 2025
- Waterbury FIRST Lego League City Championship (March 13)
- NVCC Foundation Leadership Breakfast (March 19)
- Dr. Lawrence Shea Awards Banquet (March 25)
- United Way Community Leaders and Awards Dinner (March 26)
- UConn WISHfest25’ (April 16)
- 25th Annual Rivera Memorial Scholarship Banquet (April 16)
- Watebury Night of Promise Event (April 21)
- SEPTO 3rd Annual Greater Waterbury Family Day (April 26)
- CALAS Gala (May 9)
- Tinker Elementary School 100 Year Celebration (May 13)
- Waterbury Chamber State of the City (May 14)
- 250th Waterbury America’s Birthday Kick off Event Mattatuck (May 15)
- Coqui Awards (May 15)
- United Way Trike Race Library Park (May 16)
- WPS Robotics City Championship (May 22)
- MM Generali Foundation Grant Reception (May 28)
- Community Fair Hopeville Park (June 10)
- NVCC Juneteenth Celebration (June 12)
- Nellie Mae Foundation event at Governor’s Mansion (June 15)
- Waterbury Promise 4th Annual Scholarship Celebration (August 4)
- National Night Out (August 4)
- Waterbury Youth Services Back to School Rally (August 20)
- Willow Plaza Community Center 20th Anniversary (August 28)
- Greater Waterbury Civic Leadership Collaborative Advisory Meeting (September 3)
- Waterbury Retired Teachers Association Luncheon (September 23)
- UConn Provost Awards for Excellence in Community Engagement (September 29)

4. Community Relations
Level Two
Item C

The Board works with the community's local cable access channel. (provide description)".

Board of Education meetings and workshops are broadcast on the City’s public access and local education access channels. These channels also feature announcements about school closures and upcoming events, helping to highlight the outstanding achievements of both staff and students.

5. Related Organizational Leadership
Level Two
Item B

B. ***The Board has sponsored a Legislative Breakfast or some other legislative event (provide invitation or agenda)***

(SEE FOLLOWING 14 PAGES)

WATERBURY
PUBLIC SCHOOLS

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

MEMORANDUM

DATE: January 6, 2026

TO: Waterbury Legislative Delegation

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

SUBJECT: Waterbury Legislative Roundtable Breakfast

You are cordially invited to a roundtable discussion with Education Staff and Board of Education Commissioners on Tuesday, January 27, 2026, 8:00 a.m. to discuss education priorities for the 2026 Legislative Session.

This meeting will be held in the Media Center at Wallace Middle School, 3465 East Main Street, Waterbury, Connecticut.

Please be kind enough to confirm your attendance by "accepting" or "declining" the forthcoming meeting invitation.

Thank you and I look forward to meeting with you.

DMS/cas

Distribution via email:
Joan Hartley, State Senator
Robert Sampson, State Senator
Larry Butler, State Representative
Michael DiGiovancarlo, State Representative
Ronald Napoli, Jr., State Representative
Joe Polletta, State Representative
Geraldo Reyes, State Representative
William Pizzuto, State Representative
Lezlye Zupkus, State Representative

cc: Mayor Paul K. Pernerewski, Jr.
Waterbury Board of Education
Executive Cabinet

WATERBURY
PUBLIC SCHOOLS

WPS Legislative Roundtable

January 27, 2026

Student Enrollment

WATERBURY
PUBLIC SCHOOLS

Student Enrollment

School Year	Student Count	Multilingual Learners	Special Education
2018-19	18,733	2,820	3,686
2019-20	18,674	2,919	3,747
2020-21	18,353	2,965	3,763
2021-22	18,562	3,188	3,824
2022-23	18,595	3,393	3,850
2023-24	18,827	3,907	3,836
2024-25	18,778	4,099	3,849
2025-26	18,310	3,960	4,180

WATERBURY PUBLIC SCHOOLS

Diverse Student Population

School Year	American Indian or Alaska Native	Asian	Black or African American	Hispanic or Latino	Two or More Races	White	Islander
2018-19	115	301	3,939	10,181	671	3,127	4
2019-20	108	297	4,036	10,745	648	2,838	2
2020-21	108	285	3,945	10,758	665	2,591	1
2021-22	102	292	3,956	11,232	704	2,275	1
2022-23	98	285	3,943	11,459	756	2,053	1
2023-24	92	299	3,969	11,779	790	1,898	0
2024-25	77	289	3,847	11,897	758	1,776	0
2025-26	61	298	3,753	11,859	742	1,598	0
Difference	**-16**	**+9**	**-94**	**-38**	**-16**	**-178**	**0**
% Difference	**-20.8%**	**+3.1%**	**-2.4%**	**-.03 %**	**-2.1%**	**-10.0%**	**0%**

WATERBURY PUBLIC SCHOOLS

Our Students' First Language

January 2023	January 2024	January 2025	January 2026
Spanish-4070	Spanish-4621	Spanish-5043	Spanish-5364
Portuguese-287	Portuguese-337	Portuguese-377	Portuguese-377
Albanian-122	Albanian-135	Albanian-125	Albanian-156
Urdu-50	Urdu-53	Urdu-58	Urdu-67
Creole Haitian-17	Creole Haitian-29	Creole Haitian-75	Creole Haitian-89
Arabic-28	Arabic-35	Arabic-48	Arabic-53

WATERBURY PUBLIC SCHOOLS

District Data

WATERBURY PUBLIC SCHOOLS

Staffing Update



Vacancy Data Table

Vacancy Category	Elementary	Secondary	Total Count
Classroom Teachers	1	12	13
Special Education (SPED)	8	20	28
Electives & Support Staff	8	4	12
TOTAL	**17 (32%)**	**36 (68%)**	**53**

WPS Special Education: A District Priority

Total SPED Vacancies: 28 (53% of all openings)

WATERBURY PUBLIC SCHOOLS

Urban Peer Group

WPS RANKINGS IN URBAN PEER GROUP 2024-2025

#1

Participation - ELA, Math, Science

Chronic Absenteeism

On-Track in Grade 9

Four-Year Graduation Rate

Six-Year Graduation Rate

#2

Overall Accountability Index

Academic Achievement - ELA, Math, Science

Academic Growth - ELA

College and Career Readiness Coursework

WATERBURY PUBLIC SCHOOLS

School Level Highlights

- West Side improved from Category 5 to Category 3 and exited turnaround status
  - West Side was one of eight schools in the state to exit turnaround status in 2024-2025, out of 41 turnaround schools
  - North End and Wallace both previously exited turnaround status
- WCA improved from Category 3 to Category 2
- Clemente International, Kingsbury, and Washington earned the title: "Schools of Distinction"
  - Clemente International: high growth for high needs students in math
  - Kingsbury: high growth for high needs students in math
  - Washington: high growth for all students in math and high needs students in math
  - Waterbury is the only district in our peer group with **THREE** schools of distinction

WATERBURY PUBLIC SCHOOLS

Financial Support

WATERBURY PUBLIC SCHOOLS

SEED

- WPS appreciates all the work you've done to support special education students and the funding needed to continue to provide high quality programming. Waterbury has received approximately 2.5 million.

To consider:

- Revise SEED Grant to provide districts with flexibility to use funding as needed (e.g. 3rd party services.)
- Fully fund the Special Education Excess Cost Grant

WATERBURY
PUBLIC SCHOOLS

DRIP

The Waterbury Public Schools appreciates the $1,450,000 you have allocated for unexpected repairs and improvements through the District Repair and Improvement Project (DRIP) grant.

This money is especially important, as our most recent facilities audit concluded that for the Waterbury Public Schools repairs and improvements will cost close to 1 billion.

WATERBURY
PUBLIC SCHOOLS

Alliance Overview

We are 36 unique, diverse, and complex districts:

- *Ansonia, Bloomfield, Bridgeport, Bristol, Danbury, Derby, East Hartford, East Haven, East Windsor, Enfield, Groton, Hamden, Hartford, Killingly, Manchester, Meriden, Middletown, Naugatuck, New Britain, New Haven, New London, Norwalk, Norwich, Plainfield, Putnam, Stamford, Stratford, Thompson, Torrington, Vernon, Waterbury, West Haven, Winchester, Windham, Windsor, and Windsor Locks*
- We are predominantly situated in the Connecticut communities in need of support as reflected by nearly all economic indicators including: per capita income; adjusted equalized net grand list per capita; equalized mill rate; per capita aid to children receiving Temporary Family Assistance program benefits; and unemployment rate.
- We are serving 42% of Connecticut's children (213,870) including;
  - More than 63% of CT's 252,653 Students of Color
  - 65% of Connecticut's 224,000 low-income students
  - 76% of CT's 40,000 Multilingual Learner (ML) students

WATERBURY PUBLIC SCHOOLS

How is Alliance Funding Calculated?

- The ECS formula begins with a foundation amount, which is supposed to represent the amount of money it costs to educate a child with no additional learning needs.
- In Connecticut, the foundation amount is established by the legislature
- Currently, the foundation amount is $11,525 with additional monies based on need
- The foundation amount has not been adjusted since 2013 when it raised from $9,687 to $11,525. Since 2012, the United States has experienced a cumulative inflation rate of approximately 41.6%.

WATERBURY PUBLIC SCHOOLS

Alliance ECS

We would like to extend our appreciation to the Legislators who were able to achieve full funding a few years sooner to Waterbury. This helped Waterbury avoid a Financial cliff due to the ending of ARP ESSER funding.

Fiscal Year	Award Amount	Amount Increase
2021 - 2022	$ 43,605,615	$7,132,256
2022 – 2023	$ 50,491,123	$ 6,885,508
2023 – 2024	$ 57,567,834	$ 7,076,711
2024 – 2025	$ 76,036,893	$ 18,469,059
2025 – 2026	$ 87,501,360	$11,464,467
Projected 2026-2027	$0	$0

WATERBURY PUBLIC SCHOOLS

Context

- Without increased funding to Alliance Districts, the education costs for the next fiscal year will be passed off to local districts or forced to have serious cuts. Waterbury alone is looking at more than a $10,000,000 shortfall. Last year we managed to cut approximately $5,000,000.
- Since 2013 our Teacher and Administrators salaries have increased by: 39%
- Our Transportation Costs have increased by: 100%
- Our Special Education Costs have increased by: 154%

	2013	2026		
Description:	Total GF & Alliance	Total GF & Alliance	Difference	% Increase
Teachers and Administrators Salary	$96,249,737	$133,394,676	$37,144,939	39%
Transportation	$10,471,341	$20,916,330	$10,444,989	100%
Special Education Costs	$8,747,357	$22,255,856	$13,508,499	154%

WATERBURY PUBLIC SCHOOLS

To Consider

1. Tie alliance to an escalator every year linked to inflation. This will allow Superintendents and Boards of Education to have consistency with their budgets when planning for the upcoming year. This would also help districts communicate with staff, as we have a deadline of April 1 to inform non-tenured teachers of their potential to remain in district.

2. Anything that can be done to close the cost between 2013 and 2026 in addition to an escalator due to the increases costs.

WATERBURY PUBLIC SCHOOLS

Additional Topics

WATERBURY PUBLIC SCHOOLS

To Consider:

- Homeschooling
- Electric School Buses
- School Climate Legislation
- Food Waste/Composting
- Unfunded Mandates

WATERBURY PUBLIC SCHOOLS

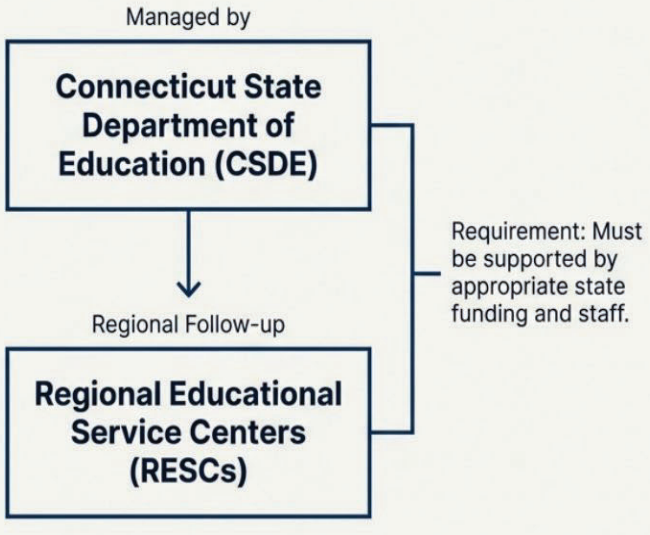
Homeschooling

The Challenge

Connecticut currently lacks statewide standards and procedures for homeschooling, creating ambiguity in how the statutory requirement for compulsory schooling is met.

CAPSS Recommendation

Establish new statewide standards for homeschooling to ensure compliance and consistency.



WATERBURY PUBLIC SCHOOLS

Electric Buses



The Challenge

Districts and municipalities face significant fiscal and logistical hurdles in meeting the 2030–2040 compliance goals for electric school bus conversion. The cost of vehicles, charging infrastructure, and grid upgrades is substantial and currently unfunded.

CAPSS Recommendation

Provide dedicated state funding for the electric school bus conversion mandate to support districts and municipalities in meeting compliance goals without compromising educational budgets.



WATERBURY PUBLIC SCHOOLS

School Climate Legislation (Public Act 23-167)

We strongly support the intent of the new Connecticut School Climate legislation to promote welcoming, safe, and engaging school environments. Our district has adopted the updated policy, established School Climate Committees in each building, and aligned stakeholder surveys with the recommended questions.

However, we have identified several unintended challenges that raise concern:

- **Dilution of Bullying Focus:** The shift from a clearly defined bullying framework to the broader category of "challenging behavior" may reduce attention to repeated, power-imbalanced peer harassment.
- **Inconsistent Implementation:** Key terms within the legislation are interpreted differently across districts, schools, and individuals, leading to uneven responses to similar student behaviors and potential equity concerns.
- **Increased Administrative Burden:** Expanded reporting and documentation requirements, combined with *mandated response timelines* can increase workload for school staff and limit time available for direct student support and prevention efforts.
- **Unfunded Training Mandates:** Required staff training and professional development have been implemented without dedicated funding, placing additional strain on already limited district resources.

WATERBURY PUBLIC SCHOOLS

Food Waste/Composting

- In Connecticut, Public Act 24-45 mandates that specific K-12 schools begin separating and recycling food waste starting July 1, 2026. For schools located within 20 miles of an authorized source-separated organic material (SSOM) composting facility.
- Please consider one more year for districts to comply.

WATERBURY PUBLIC SCHOOLS

Unfunded Mandates

- Improve collaboration among the State, districts, and municipalities to ensure that new education mandates are co-designed with practitioners, focused on student outcomes.
- Place a 2-year moratorium on any new unfunded mandates to allow the Education Mandate Review Advisory Council to make recommendations.
- Require that all new state mandates include full funding for implementation and be vetted by practitioner panels prior to legislative action.
- Consolidate and align existing state training requirements to restore educator time for instruction, collaboration, and student support.

WATERBURY PUBLIC SCHOOLS

In Closing

WATERBURY PUBLIC SCHOOLS

In Summary

- WPS continues to make gains and is near the top of the DRG
- DRIP funding is extremely valuable and appreciated
- SEED funding continues to be important and flexibility better supports districts like Waterbury
- ECS funding is scheduled to be flat, and any consideration to increase and have a steady escalator is of the utmost importance for budgeting
- Homeschooling is an important option for parents and any changes for more oversight should be directed to the CSDE with RESC support
- Consideration of the electric bus deadline of 2030 and funding
- Study the impacts of deadlines and language of the new school climate law
- Consideration for an additional year to comply with food/waste composting
- A moratorium on unfunded mandates, a study of financial impact before implementation will support budgeting efforts, and consolidation of mandated training

WATERBURY PUBLIC SCHOOLS

THANK YOU

for participating in today's dialogue.

We appreciate all you do for ***OUR STUDENTS***

OPEN DISCUSSION

WATERBURY
PUBLIC SCHOOLS

5. Related Organizational Leadership
Level Two
Item C

C. The Board works closely with its local legislative delegation to improve the schools (provide description)

The Waterbury Board of Education nurtures and maintains a close relationship with the greater Waterbury Legislative Delegation. Utilizing CABE's legislative priorities adopted at the state convention attended by many Waterbury Board of Education Members, the Board in conjunction with the Superintendent, Mayor and state legislative delegation convenes a legislative dinner to discuss education priorities and to inform legislators on the often negative impact of many existing mandates.

In addition, Commissioner Tom Van Stone, as CABE Area 1 Director, hosts an annual successful legislative breakfast, resulting in a deeper alliance between legislators and Boards. One direct impact of the breakfast and the discussion of the mandate for electrical buses by 2030, was the change of date to 2035. This issue will continue to be a priority.

The Waterbury Board of Education's Policy and Legislative Committee meets regularly to discuss proposed legislation and the Board actively participates in the CABE Delegate Assembly, the State Convention and the Summer Leadership Forum. Waterbury Board is also grateful for Superintendent Darren Schwartz's collaboration and meaningful participation in the legislative process and strong commitment to public education.

5. Related Organizational Leadership
Level Two
Item D

D. The Board sponsored an Area 1 Legislative Breakfast on January 9, 2026.

LEGISLATIVE BREAKFAST AREA 1, JANUARY 9, 2026



CABE Associate Executive Director for Government Relations Sheila McKay offers an impromptu civics lesson to Waterbury middle school student council members.



Waterbury Board Member Yarixa Lopez and staff discuss educational issues.



CABE Past President Liz Brown (Waterbury), Marily O'Donnell (Naugatuck), Ethel Grant (Naugatuck), and LaToya Ireland (Waterbury) attended the Area 1 Breakfast.

.

Optional Question
Level Two

Please tell us what, in your opinion, makes your Board's leadership especially effective in improving student achievement.

The Waterbury Board of Education grounds itself in a strong commitment to students and families. Working closely with Superintendent Darren Schwartz, the Board has developed a strategic plan aimed at improving student outcomes based on student data in key learning domains. Recent test scores indicate that the District is moving in the right direction, with improvements in all academic areas, as well as a reduction in chronic absenteeism.

A core belief of the District is providing a myriad of opportunities to nurture the interests of each student. Recent additions to the Program of Studies include Early College High, a partnership with Post University, offering college level credits toward an Associate Degree. In addition, all Waterbury middle and high schools have established robotics programs in conjunction with the Waterbury UConn campus. The District is also developing a construction career pathway that adopts the National Builders Institute standards and curriculum.

Waterbury also boasts the thriving International Bilingual Roberto Clemente Pre-K to 8 school offering students opportunity to learn both English and Spanish languages. The Board also recognizes the importance of early childhood education and, in conjunction with the City, is building a state-of-the-art early childhood center to serve both students with special needs and traditional students.

Waterbury Public Schools embraces change and participated in the State Turnaround and Commissioner's Network initiatives that have contributed to the District's continued progress.

The Board believes strongly in professional development and, in partnership with CABE, conducted an onboarding session for new Board members. Board members also attended CABE Leadership Training in December 2025, as well as the most recent August Summer Leadership Conference.

In conclusion, the Waterbury Board of Education members work as a team with the Superintendent, Mayor and Board of Alderman to ensure that Waterbury Public Schools continues to strive for excellence so all students can succeed.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #10.3
September 17, 2026

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve to authorize Dr. Darren M. Schwartz, Superintendent of Waterbury Public Schools, to sign any and all grant applications and awards on behalf of the Waterbury Board of Education.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #11.1
September 17, 2026

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve the waiver of fees request of Waterbury UNICO National, in the amount of $1,260.00, for their use of a Conference Room at Kennedy High School on various dates.

Draft

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702 CONTRACT#
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT Patricia Varanelli NAME OF ORGANIZATION Waterbury UNICO

ADDRESS 102 Ridgewood Dr Middlebury, CT 06762 TELEPHONE # 203 577-8877
(street) (city) (state) (zip code)

SCHOOL REQUESTED Kennedy DATES 2nd Tues of the month ROOM(S) Conference Room

OPENING TIME 6:30 pm CLOSING TIME 8:30 pm PURPOSE Monthly Board Meeting

ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO N/A

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 12 CHILDREN -0-

SIGNATURE OFAPPLICANT Patricia Varanelli DATE 8/10/26

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Patricia Varanelli 102 Ridgewood Dr Middlebury, CT 06762 (203) 577-8877

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. PAV (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE ✓ YES NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____

_____
SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

2026 - 2027
Meeting Dates
Waterbury, CT UNICO
Board of Directors

2nd Tuesday of the month

Tuesday 9/8 2026
Tuesday 10/13 2026
Tuesday 11/10 2026
Tuesday 12/8 2026
Tuesday 1/12 2027
Tuesday 2/9 2027
Tuesday 3/9 2027
Tuesday 4/13 2027
Tuesday 5/11 2027
Tuesday 6/8 2027

USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with Application for Building Permit)

APPLICANT/ORGANIZATION: Waterbury UNICO National

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☑

SCHOOL/ROOMS REQUESTED: Kennedy H.S.

DATE(S):	9/8 10/13	TIMES:	6:30-8:30 pm
DATE(S):	11/10 12/8	TIMES:	"
DATE(S):	1/12 2/9	TIMES:	"
DATE(S):	3/9 4/13	TIMES:	"
DATE(S):	5/11 6/8	TIMES:	"
DATE(S):		TIMES:	

09/03/26
Date

Patricia A Varanelli
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$	$ 1,260.	$
Building Usage Fees	Custodial Fees	Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____.

ATTEST: _____
Clerk, Board of Education

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.1
September 17, 2026

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve A Construction Contract with Tone Klear Communications LLC. (RFP #8873) for Public Address systems at Bunker Hill & Tinker Elementary Schools.

WATERBURY
PUBLIC SCHOOLS

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

EXECUTIVE SUMMARY

DATE: September 10, 2026

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

FROM: Rebecca Gonzalez, Chief Operating Officer

RE: Construction Contract for Public Address Systems at Bunker Hill and Tinker Elementary Schools (RFP#8873) with Tone Klear Communications, LLC

The Education Department respectfully requests your review and approval of a construction contract (RFP #8873) with Tone Klear Communications, LLC for public address (PA) system replacements at Bunker Hill and Tinker Elementary Schools.

The project includes the design, removal, installation, testing, and commissioning of new commercial-grade PA and intercom systems to support daily announcements, emergency communications, VoIP and fire alarm integration, bell schedules, and zoned paging.

The total contract amount is $74,455.50, including $35,455 for each school and $3,545.50 in Owner-Controlled Contingency funds. The project will be financed through DRIP (District Repair and Improvement Project) funds. Substantial completion is scheduled within 90 days, with final completion within 180 days following the Notice to Proceed.

The Facilities Office will oversee the project and ensure all services outlined in the scope of work are completed. The project will also address a safety and security concern at Bunker Hill by relocating the school secretary to the main entrance, improving visibility and creating a more secure entry process for students, staff, and visitors.

Thank you for your consideration of this request. Please feel free to contact me with any questions.

c: Mike Konopka

CONSTRUCTION CONTRACT
for

Public Address Systems at Bunker Hill & Tinker Elementary Schools
between
the City of Waterbury, Connecticut

and

Tone Klear Communications LLC

THIS CONTRACT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and Tone Klear Communications LLC, located at 54 Church St, Old Saybrook, CT 06475, a State of Connecticut duly registered domestic limited liability company (the "Contractor").

WHEREAS, the Contractor submitted a Proposal to the City in response to **Request for Proposal ("RFP") Number 8873** for **Public Address Systems at Bunker Hill & Tinker Elementary Schools**; and,

WHEREAS, the City accepted the Contractor's Proposal for **RFP Number 8873;** and,

WHEREAS, the City desires to obtain the Contractor's services for **Public Address Systems at Bunker Hill & Tinker Elementary Schools** pursuant to the terms set forth in this Contract (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of **Public Address Systems at Bunker Hill & Tinker Elementary Schools** as detailed and further described in the Proposal Documents in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as

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

1.1.1 **RFP Number 8873** (acknowledged by the Contractor as having been received and incorporated by reference);

1.1.2 **RFP Number 8873** Addendum #1, dated September 2, 2026 and consisting of 1 page (attached hereto);

1.1.3 Contractor's Proposal, dated September 8, 2026 and consisting of 7 pages, submitted in response to **RFP Number 8873** and Contractor's Price Proposal, dated September 8, 2026 and consisting of 2 pages (all attached hereto);

1.1.4 Certificates of Insurance (attached hereto);

1.1.5 Performance Bond and Payment Bond (attached hereto);

1.1.6 Special Conditions (Article 1 – Article 21) consisting of 10 pages (attached hereto);

1.1.7 General Conditions (Article 1 – Article 112) consisting of 34 pages (attached hereto);

1.1.8 **RFP Number 8873** - Public Address Systems at Bunker Hill & Tinker Elementary School - Attachment F - Scope of Services consisting of 9 pages (attached hereto);

1.1.9 Bunker Hill and Tinker Elementary Schools aerial mapping consisting of 9 sheets (attached hereto);

1.1.10 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusion Affidavit (incorporated by reference);

1.1.11 Any and all amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);

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

1.1.13 All permits (including, but not limited to, City of Waterbury Building permit(s)) and licenses (incorporated by reference).

1.2. The entirety of **Attachment A, Attachment B-1,** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically.

1.2.1 Federal, State, and local laws, regulations, charter and ordinances
1.2.2 Contract Amendment(s) and Change Orders
1.2.3 Contract
1.2.4 Contractor's Price Proposal
1.2.5 Special Conditions
1.2.6 General Conditions
1.2.7 **RFP 8873** – Attachment F. Scope of Work
1.2.8 Construction Drawings
1.2.9 **RFP 8873** Documents, not included in 1.2.1-1.2.8 above.

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

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

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

********** IF WORKING IN/ON SCHOOL GROUNDS**********

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

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

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

****

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

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

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

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

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

3.1.4 it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its Proposal. In the event the Contractor failed to disclose any such new cost prior to the submittal of its Proposal, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

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

3.1.6 it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's RFP documents and other documents for **RFP Number 8873** (collectively "Proposal Documents");

3.1.7. it agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Project;

3.1.8. it has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Scope of Services which were utilized in the preparation of the plans and specifications;

3.1.9 it has made or caused to be made examinations, investigations, measurements and tests and studies of any applicable reports and related data as it deems necessary for ensuring performance of the Scope of Services at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contracts; and certifies no additional examinations,

investigations, tests, reports or similar data are or will be required by Contractor for such purposes; and

3.1.10 The Contractor shall not take advantage of any obvious error or apparent discrepancy in the Contract. Notice of any error or discrepancy discovered shall be given immediately in writing to the City, who shall make such corrections and interpretations as it may deem necessary for the completion of the Project in a satisfactory and acceptable manner.

3.2. Safety. Contractor shall perform all work in a safe manner in full compliance with local, state and federal health and safety regulations. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which the City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.3. Storage. In the event the Project site has insufficient, inadequate, and/or improper storage space, it shall be the responsibility of the Contractor to secure, provide and maintain at the Contractor's sole cost and expense **(i)** adequate off-site storage space for equipment, materials, incidentals, etc., and **(ii)** all associated delivery and transportation services. In either event, the Contractor shall assume full responsibility for equipment, materials, incidentals, etc. until both title and risk of loss pass to the City pursuant to Section 8 of this Contract.

3.4. Working Hours. To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times. This provision shall not excuse the Contractor from timely performance under the Contract.

3.5. Cleaning Up. The Contractor shall at all times keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Project site "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

3.6. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract

or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

3.7. Standard of Performance. All Contractor labor, materials, supplies, components, equipment, reports, plans, specifications, drawings, deliverables, incidentals, etc., required to be furnished or delivered under this Contract shall conform in all respects with the requirements set forth in this Contract and shall meet or exceed those standards generally recognized in the Contractor's craft and trade in the State of Connecticut. City specified manufacturer and/or brand name substitution desired by the Contractor shall be made only with the prior written consent of an authorized representative of the City's Using Agency.

3.7.1 In carrying out the Project, the Contractor must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor, nor with the normal routine of the institution or agency operating at the Project site.

3.8. **Contractor's Employees.** The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned. The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove any Contractor employee expressly named, identified or required in this Contract.

3.9. Subsurface/Unknown Site Conditions. If Project site conditions are encountered which are **(i)** subsurface or otherwise concealed physical conditions or other conditions which differ materially from those indicated in the Contract Documents, or **(ii)** unknown conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent or common in construction activities of the character provided for in this Contract, then prompt notice by the observing party shall be given to the other party to this Contract before Project site conditions may be disturbed. The Contractor shall thereafter wait for written instructions from the City before proceeding with regard to such conditions.

3.10. Surveys. All surveys required under this Contract shall be performed by a State of Connecticut duly licensed land surveyor. Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall perform all layout work, all field measurements and all construction staking required, necessary or prudent for the satisfactory prosecution of the Contractor's obligations under this Contract.

3.11. Permits and Licenses. Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall secure and obtain all permits and all licenses required, or necessary, or prudent for the performance of the Contractor's

obligations under this Contract and for the City's occupancy, use, and operation of the Project.

3.12. Manufacturer's Directions. Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by the Contractor shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the Project site. Except as may be otherwise required in Attachment A, one (1) copy of such instructions shall be furnished to the City.

3.13. Review by the City. The Contractor shall permit the City and the City's duly authorized representatives and agents to review, at any time, all work performed under the terms of this Contract at any stage of the Project.

3.14. Records Maintenance. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment.

3.15. FUNDING REQUIREMENTS. The Contractor is hereby put on notice that this Contract is a public works contract anticipated to be funded in whole or in part by **District Repair and Improvement Project (DRIP) program (Section 131 of Public Act 25-174)** grant funding and Contractor shall comply with all DRIP requirements, including but not limited to those provided in Section 12.4, Section 13.3, and **"Non-Discrimination Contract Language"**, dated rev.07012026, attached hereto as **Attachment B-1** and incorporated herein.

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

4.1. The City may, in its sole discretion, designate person(s) to act as the City's Project Engineer(s) and/or Manager(s) and the City may, in its sole discretion, define such person(s) authority and responsibilities.

4.2. The City reserves the right to **(i)** perform work related or unrelated to the Project with the City's own forces adjoining, adjacent to, or in the vicinity of, the Project site and/or **(ii)** let separate contracts related or unrelated to the Project for work and services adjoining, adjacent to, or in the vicinity of, the Project site. In such event,

the Contractor shall afford all such parties reasonable opportunity for storage of materials and equipment and for the uninterrupted provision and delivery of such parties' work and/or services. The Contractor shall cooperate with such parties and in the case of a dispute, the decision of the City shall be complied with by all.

5. Contract Time. The Contractor shall Substantially Complete all work and services required under this Contract within **NINETY (90)** consecutive calendar days of the City's written Notice to Proceed and shall reach Final Completion of all work and services required under this Contract within **ONE HUNDRED EIGHTY (180)** consecutive calendar days of the City's written Notice to Proceed (hereinafter referred to as "Contract Time").

5.1. Not used.

5.2. Delay Damages

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

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

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

other actual expenses, and all other damages allowed by law, including attorney's fees.

5.3 No Damage for Delay

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

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

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **SEVENTY-FOUR THOUSAND FOUR HUNDRED FIFTY-FIVE DOLLARS AND FIFTY CENTS ($74,455.50**) (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Proposal set forth in **Attachment A's** "Contractor's Price Proposal, dated September 8, 2026 and consisting of 2 pages", which is summarized below:

i. $ 35,455.00…….. (Bid Item 1.0)
ii. $ 35,455.00…….. (Bid Item 2.0)

And, an Owner Controlled Contingency Allowance in the amount of $3,545.50 (only to be used upon the prior written approval of the Waterbury School Inspector, or his designee)

6.2. Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage five percent (5.0 %) of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contact are fully completed and accepted in writing by the City. The retainage does not does not include additional sums that the City may withhold due to the Contractor's failure to comply with provisions of this Contract.

6.2.1 On public works contracts valued at one million dollars or more or for projects for which a construction manager has entered into a public works contract providing for a guaranteed maximum price valued at one

hundred fifty thousand dollars or more, C.G.S. § 46a-68e requires that the awarding agency "shall withhold two percent of the total contract price per month from any payment made to such contractor until such time as the contractor has submitted all compliance reports required by the Commission." The term "awarding agency" is defined by C.G.S. § 4a-60g as "a state agency or political subdivision of the state, including a municipality or quasi-public agency.

6.2.2 Contractor is hereby put on notice that CHRO's written approval is required prior to the City releasing withheld retainage per Section 6.2.1.

6.2.3 The two percent (2.0 %) provided in Section 6.2.1 is part of the five percent (5.0 %) retainage provided in Section 6.2, not in addition to such retainage.

6.3. Limitation of Payment. Compensation to the Contractor is limited to those fees set forth in Section 6.1. of this Contract and is further limited to work **(i)** performed in fact, **(ii)** conforming with this Contract, and **(iii)** accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of the Contractor's invoices for payment and review of the Contractor's work.

6.3.1 Funding. In the event this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc, all City payment(s) shall fully comply with all relevant Federal and State statutes and regulations. In the event this Contract is 100% funded by Federal and/or State monies, grants, loans, etc., the aggregate sum of all City payments shall not exceed the aggregate sum of such funding.

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

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

6.4. Proposal Costs. All costs of the Contractor in preparing its bid for **RFP Number 8873** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

6.5. Payment for Services, Materials, Appliances, Employees. The Contractor shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final City payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all of the foregoing payment obligations have been fully completed.

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

6.7. Contractor's Certificate of Completion. Upon the Contractor's **(i)** completion of all Project milestones, and **(ii)** Substantial Completion of the Project, and **(iii)** Final Completion of the Project, the Contractor shall, in each instance, file with the City a written, notarized affidavit setting forth the amount of Project work performed. The City reserves the right to verify or challenge by any reasonable means the accuracy of said affidavit.

6.8. Final Payment. All prior estimates and City payments, including those relating to extra or additional work, retainage(s), and holdback(s), shall be subject to correction by this final payment which is throughout this Contract called "Final Payment". No payment, final or partial, shall act as a release to the Contractor or its surety from any Contractor obligation(s) under this Contract.

6.9. Clean Water Fund Project Requirements. In the event this Contract is funded in whole or in part, is reliant upon, or falls within the jurisdiction of the Clean Water Fund and its statutes, regulations and rules, the Contractor shall:

6.9.1 submit Applications for Payment in accordance with the following:

The City must receive the Contractor's Application for Payment by the City's or its designee's, review and recommendation for payment, by the fifteenth calendar day of the month to receive payment within the next 50 days. If not received by the fifteenth calendar day of the month, payment can not be made

until 50 days after the fifteenth calendar day of the subsequent month. The Contractor shall provide at the City's request, reasonable documentation to substantiate Contractor's Application for Payment.

6.9.2 Progress and Final Payments

The City will make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Scope of Services as determined by the City, according to the schedule of values provided for in the Contract Documents, and approved by the City. Prior to Substantial Completion, progress payments will be limited to an amount equal to 95 percent of the value of the Scope of Services completed. Upon Substantial Completion, the City will pay the amount as specified in the Contract Documents.

7. Warranty of the Contractor. The Contractor warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this Contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this Contract within the greater of **(i) three hundred sixty-five (365)** calendar days after the City delivers its written notice of its acceptance of the Project and statement therein establishing the final completion date, or **(ii)** that time period or date expressly stated elsewhere in this Contract or **Attachment A**.

7.1. The Contractor further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from any and all defects caused by faulty design, faulty material or poor workmanship. The Contractor shall supply to the City copies of any written manufacturer's warranties and guarantees. The Contractor's foregoing warranty obligations are in addition to, and not a limitation of, all manufacturer's warranties and guarantees, and any other remedy stated in this contract or otherwise available to the City under applicable law.

8. Passing of Title and Risk of Loss.

8.1. City beneficial use of Project equipment, materials, site-work, etc. prior to the Contractor's final completion of the Project or prior to the City's final payment for the Project shall neither act to vest title in the City nor act to transfer risk of loss from the Contractor to the City. Said title and risk shall pass to the City upon the City's final payment for the Project.

8.2. Contractor and its insurer shall assume the risks of loss or damage to the equipment up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's gross negligence.

8.3. After Project equipment, materials, etc. are delivered to the Project work-site and become operable or functional, the Contractor shall not thereafter remove any such equipment, materials, etc. from the Project work-site without securing the prior written consent of an authorized City Using Agency employee.

9. Indemnification.

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

9.2. In any and all claims against the City, Board of Education or any of City's boards, agents, employees or officers by the Contractor or any employee of the Contractor , any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

9.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards, agents, employees as provided in this Contract.

9.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor,

shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

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

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

10. Contract Bonds. The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a penal sum equaling the Section 6 "Total Compensation" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of **(i)** the warranty period set forth in Section 7 of this Contract, or **(ii)** three hundred sixty-five (365) calendar days after the City delivers its written notice of its acceptance of the Project.

11. Contractor's Insurance.

11.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

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

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

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

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

11.4.2 Automobile Liability Insurance:
$1,000,000.00 Combined Single Limit Each Accident
Any Auto, All Owned and Hired Autos
Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

11.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employer Liability (EL):
EL Each Accident **$1,000,000.00**
EL Disease Each Employee **$1,000,000.00**
EL Disease Policy Limit **$1,000,000.00**

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

11.4.4 Excess/Umbrella Liability Insurance:
$1,000,000.00 each Occurrence
$1,000,000.00 Aggregate
Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

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

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

11.7. Certificates of Insurance: All Contractor's Insurance except Workers' Compensation shall be endorsed to add the City of Waterbury and its Board of Education as additional insured and provide waiver of subrogation on all policies except Builders Risk (if applicable). The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-contributory basis on all policies except Workers' Compensation. All policies shall include a Waiver of Subrogation".** The City's Request for Proposal Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies).

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

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

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

12. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and

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

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

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

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

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

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

12.4. Compliance with CONN. GEN. STAT. § 4a-60g, amended by Public Act 25-168, and as may be amended from time to time.

12.4.1 Definitions – For purposes of Section 12.4 and Section 13.3 of this Contract:

i. "Small contractor" means (A) any contractor, subcontractor, manufacturer, service company or corporation that (i) maintains its principal place of business in the state, and (ii) is registered as a small business in the federal database maintained by the United States General Services Administration, as required to do business with the federal government, or (B) any nonprofit corporation that (i) maintains its principal place of business in the state, (ii) that had gross revenues not exceeding twenty million dollars in the most recently completed fiscal year prior to such application, and (iii) is independent.

ii. "Minority business enterprise" means any small contractor (A) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (i) exercise operational authority over the daily affairs of the enterprise, (ii) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (iii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (iv) are members of a minority, as defined in subsection (a) of section 32-9n, or are individuals with a disability, or (B) which is a nonprofit corporation in which fifty-one per cent or more of the persons who exercise operational authority over the enterprise, (i) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (ii) have the power to direct the management and policies of the enterprise, and (iii) are members of a minority, as defined in this subsection, or are individuals with a disability.

iii. "Public works contract" means any agreement (A) for construction, rehabilitation, conversion, extension, demolition or repair of changes or improvements in real property, and (B) that is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees, where such funding equals one hundred fifty thousand dollars or more.

iv. "Small contractor" means (A) any contractor, subcontractor, manufacturer, service company or corporation that (i) maintains its principal place of business in the state, and (ii) is registered as a small business in the federal database maintained by the United States General Services Administration, as required to do business with the federal government, or (B) any nonprofit corporation that (i) maintains its principal place of business in the state, (ii) had gross revenues not exceeding twenty million dollars in the most recently completed fiscal year prior to such application, and (iii) is independent.

12.4.2 NOT USED.

12.4.3 The Contactor shall be subject to the following set-aside requirements if the public works contract is funded in whole or in part by the State of Connecticut, and is in excess of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00).

12.4.4 Set-Aside requirements – Any contractor awarded a public works contract, on the basis of competitive bidding procedures, shall comply with the following Set –Aside requirements:

i. This contract is subject to state contract compliance requirements, including nondiscrimination statutes and spending allocation goals. There is anticipated to be $74,455.50 in state-funding for this project. State law requires project-specific goals be set for this project based on the project's needs and available Small Business Enterprises ("SBEs") and Minority Business Enterprises ("MBEs"). The SBE goal for this project is N/A. The MBE goal for this project is N/A. The selected contractor must demonstrate good faith effort to meet the spending allocation goals.

12.4.5 Failure of the Contractor or subcontractor to comply with the State of Connecticut Set-Aside requirements shall be a material breach of this Contract.

13. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each

subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

13.3. Affirmative Action/Nondiscrimination.

13.3.1. Pursuant to CONN. GEN. STAT. § 4a-60, as amended by Public Act 25-168, and as may be amended from time to time, the following are required for every Public Works Contract:

(b) Except as provided in section 10a-151i, every contract to which an awarding agency is a party shall contain the following provisions:

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

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;
(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and
(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

(c) If the contract is a public works contract, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(d) Except as provided in section 10a-151i:
(1) Any contractor who has one or more contracts with an awarding agency or who is a party to a public works contract shall include a nondiscrimination affirmation provision certifying that the contractor understands the obligations of this section and will maintain a policy for the duration of the contract to assure that the contract will be performed in compliance with the nondiscrimination requirements of subsection (b) of this section. The authorized signatory of the contract shall demonstrate his or her understanding of this obligation by (A) initialing the nondiscrimination affirmation provision in the body of the contract, (B) providing an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations, or (C) signing the contract.

(e) Determination of the contractor's good faith efforts shall include, but shall not be limited to, the following factors: The contractor's employment and subcontracting policies, patterns and practices; the timing and value of bids; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(f) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission on Human Rights and Opportunities, of its good faith efforts.

13.3.2. Pursuant to CONN. GEN. STAT. § 4a-60a, as amended by Public Act 23-204, and as may be amended from time to time, the following are required for every Public Works Contract:

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

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

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

(3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56;

(4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56; and

(5) Nondiscrimination affirmation provision. The Contractor understands the obligations of this section 13.3 and will maintain a policy for the duration of the Contract to assure that the Contract will be performed in conformance with the nondiscrimination requirements of this section 13.3. The authorized signatory of the Contract shall demonstrate his or her understanding of this obligation by either (A) initialing the nondiscrimination affirmation provision in the body of the Contract, [or] (B) providing an affirmative response in the required online bid or response to a proposal question which asks if the Contractor understands its obligations, or (C) signing the Contract.

14. Good Jobs Ordinance

14.1. Conformance With An Ordinance Concerning The Hiring Of Waterbury Residents On Certain Publicly-Funded Construction Projects.

14.1.1 The Contractors and its Subcontractors shall comply with the specific

requirements of "An Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" (the "Good Jobs Ordinance"), as may be amended from time to time and as set forth in Chapter 34 of the Code of Ordinances of the City. While the principal provisions of the ordinance are summarized as set forth in paragraphs C-H below, the Contractor does hereby acknowledge that it has reviewed a copy of the Good Jobs Ordinance and that it has read the Ordinance and that Contractor is familiar with the obligations imposed on the Contractor and each Subcontractor by the Good Jobs Ordinance.

14.1.2 Failure of the Contractor or its Subcontractors to comply with the Good Jobs Ordinance shall be a material breach of this Agreement.

14.1.3 This paragraph shall apply to a Covered Project, as that term is defined in the Good Jobs Ordinance, in the City with a value of $500,000.00 or greater and only to the extent permitted by federal and state law.

14.1.4 Definitions. For purposes of this paragraph:

i. "Administrator" shall be defined as it is in the Good Jobs Ordinance.

ii. "Apprentice" shall be defined as it is in the Good Jobs Ordinance.

iii. "Basic Skilled Worker" shall be defined as it is in the Good Jobs Ordinance.

iv. "Contractor" shall be defined as it is in the Good Jobs Ordinance.

v. "Covered Project" shall be defined as it is in the Good Jobs Ordinance.

vi. "Hiring Goal" shall be defined as it is in the Good Jobs Ordinance.

vii. "Resident" shall be defined as it is in the Good Jobs Ordinance.

viii. "Subcontractor" shall be defined as it is in the Good Jobs Ordinance and shall include the Contractor's direct subcontractor providing construction work and all lower tiered (level) providers of construction work.

14.1.5 Hiring Goals. If this Agreement requires the Contractor to perform work on a Covered Project, the Contractor and each Subcontractor shall have as its hiring goals:

i. at least thirty percent (30%) of its total worker hours performed by City Residents, and

ii. at least twenty-five percent (25%) of construction trade jobs shall go to Apprentices and/or Basic Skilled Workers, and

iii. at least seventy percent (70%) of all "new hires" (as that term is defined in the Good Jobs Ordinance) shall be "economically disadvantaged" individuals (as that term is defined in the Good Jobs Ordinance), and

iv. a minimum of five percent (5%) of the construction workforce labor hours will be local resident, minority artisans, and

v. a minimum of five percent (5%) of the construction workforce labor hours will be women, and

vi. a minimum of ten percent (10%) of the total work hours shall be allocated for minorities, or

vii. as may otherwise be required by any superseding Federal or State employment discrimination prohibition laws.

14.1.6 Good Faith Efforts. The Contractor and each Subcontractor shall engage in Good Faith Efforts to comply with the Hiring Goals. For the purposes of this paragraph, the term “Good Faith Efforts” shall have the same meaning as it does in the Good Jobs Ordinance.

The Contractor and each Subcontractor shall individually implement Good Faith efforts to satisfy the Hiring Goals.

14.1.7 Action Plan and Pre-Construction Meeting. Not later than fourteen (14) business days prior to the scheduled commencement date for construction, the Contractor shall submit a written plan-of-action to the City and to the Administrator of the Good Jobs Ordinance defining how the Contractor, and each Subcontractor, shall implement Good Faith Efforts to fulfill the Hiring Goals. Each plan-of-action shall include the anticipated number of job positions required for the Work. Not later than five (5) business day prior to the commencement date of construction, the Contractor must attend a mandatory "pre-construction" meeting with the City to review all plans-of-action and other

relevant materials. No construction work shall proceed absent this pre-construction meeting.

14.1.8 Other Contractor Obligations. In addition to the foregoing, the Contractor shall ensure that all Subcontractor contracts and agreements expressly set forth and state as binding obligations therein, subject to appropriate party name change, the above Hiring Goals and Good Faith Efforts. The Contractor shall be accountable for, and liable to the City for, Contractor and each Subcontractor compliance with Hiring Goals and Good Faith efforts.

i. The Contractor shall meet with the Administrator no less than four (4) weeks prior to the commencement of construction on a Covered Project and provide the Administrator with the number of job positions to be created by the project by trade and the qualifications by job tile.

ii. The Contractor shall be required to produce Contractor and Subcontractor documentation that may be required under the provisions of the Good Jobs Ordinance or that the City or the Administrator reasonably believes will assist the City or the Administrator with their evaluation of Hiring Goals and Good Faith Efforts.

iii. The Contractor shall deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period. Moreover, the Contractor shall require each Subcontractor to create weekly certified payroll records.

iv. The Contractor's and each Subcontractor's payroll records shall include the person-hours, the residential address, race, gender, hiring date, and apprentice (job) classification of all personnel employed under this Agreement and all Contracts and Sub-Contracts thereunder. The Contractor and each Subcontractor shall mark their respective final payroll period records as being final and be signed by an authorized officer or employee.

14.2 Liquidated Damages Applicable To Section 14.1

14.2.1 If the City finds that the Contractor, or a Subcontractor, has failed to achieve Hiring Goals during any five (5) day work period (Monday through Friday), the City shall:

i. issue a written notice to the Contractor specifying the matters constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.

ii. if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five day work period, pay to the City one thousand dollars ($1,000.00) as liquidated damages.

14.2.2 If the City finds that the Contractor, or a Subcontractor, has failed to deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period the Contractor shall, as liquidated damages pay one thousand dollars ($1,000.00) to the City for each week of ongoing violation.

14.2.3 The City shall provide the Contractor with an invoice identifying all sums due the City, as liquidated damages, as a result of the Contractor or a Subcontractor's failure to comply with the Good Jobs Ordinance as set forth above.

14.2.4 No portion of any invoice submitted by a Contractor that is subject to liquidated damages shall be paid by the City until such time as all liquidated damages relating to that invoice have been paid to the City.

14.2.5 The foregoing liquidated damages provisions shall be expressly set forth, subject to appropriate party name adjustments, as material provisions in all Contracts that the Contractor has with Subcontractors and the Contractor is obligated hereunder to enforce compliance in such Contracts with Subcontractors.

14.2.6 Any payment of liquidated damages hereunder shall not preclude a later claim, nor any later finding of a breach, or any payment of additional damages related to such later claim.

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

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

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

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

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

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

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

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

16. Termination.

16.1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by either **(i)** giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or **(ii)** giving written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination.

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

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

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

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

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

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

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

16.4. Rights Upon Termination.

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

16.4.2 Termination for Lack of Funding or Convenience. In the event of termination by the City for lack of funding or convenience, the City shall pay the Contractor for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc.(including any holdbacks) installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said labor, services, equipment, materials, reports, plans, specifications,

drawings, deliverables, incidentals, etc. delivered to, in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages.

16.4.3 Assumption of Subcontracts. In the event of termination, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract.

16.4.4 Delivery of Documents. In the event of termination, **(i)** the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

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

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

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

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

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

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

18.2. The Contractor is responsible for and shall control activities of its subcontractors, and the subcontractors shall consult and cooperate with one another and other contractors working on the Project site. Each subcontractor shall furnish all necessary information to other subcontractors and shall lay out and install its own work so as to avoid any delays or interferences with the work of another. Any cost for changes, cutting and/or repairing, made necessary by failure to observe the above requirements shall be borne by the Contractor or subcontractor responsible for such failure or neglect.

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

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

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

21. Interest of City Officials. No member of the governing bodies of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

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

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

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

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

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

27. Changes in the Project: Change Orders.

27.1. Requests for Change Orders. The City reserves the right on its own volition, or based upon a proposal for a Change Order submitted in written form with a thorough explanation by the Contractor, to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and the functions and services to be performed by the Contractor under this Contract. Such changes must be authorized by the City. The City will not approve of any change orders, deletions, additions, or additional work items to the Scope of Services or any change in the terms and conditions of this Contract except by means of a City authorized amended Scope of Services, applicable and restricted to those items set forth in §1, above, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

27.2. Procedures.

27.2.1 The Contractor's Response to a Change Request.

i. Within thirty (30) calendar days after receipt of a request by the City for any such change or such other period of time as the Parties may mutually agree to in writing, the Contractor shall submit to the City a proposal describing any changes in Contract Milestones or Contract completion dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the proposed

price adjustment, including the charges for any products required to implement the change request.

ii. To the extent that additional cost or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request**.**

27.2.2 City's Acceptance of Change Request. If the City accepts the Contractor's proposal, the City shall issue a change order referencing the Contractor's proposal and both parties shall sign the change order. The Contractor shall not implement any change request until the City has issued a valid, properly executed, change order.

27.2.3 City's Rejection of Change Request. If the City does not accept the Contractor's proposal, the City may within two weeks of such non-acceptance: **(i)** withdraw its change request; or, **(ii)** modify its change request, in which case the procedures set forth above shall apply to the Contractor's response to the modified change request.

27.3. City Discretion. The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: **(i)** If it conforms to provisions of applicable laws, and **(ii)** if it is consistent with this Contract, and **(iii)** if the time of performance of this Contract will not be unreasonably delayed, **(iv)** the Final Completion date is not changed, **(v)** if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and **(vii)** if the Change Order requires an increase in the price of the Contract, the City **(1)** has sufficient funds, and **(2)** if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.

27.4. Change Orders Governed by the Provisions of this Contract. All work performed under a Change Order is governed by the provisions of this Contract.

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: **(i)** the City's **RFP Number 8873**, and **(ii)** the Contractor's

response to **RFP Number 8873** Said historical documents are attached hereto as part of **Attachment A.**

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

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

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

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

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

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

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

Contractor: Tone Klear Communications LLC
54 Church St
Old Saybrook, CT 06475

City: Mike Konopka, School Inspector
Waterbury Public Schools
236 Grand Street

Waterbury, CT 06702

With copy to:

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

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

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

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

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

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

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

34.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 34.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 34.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

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

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

34.9. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized

Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

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

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

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

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

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

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

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

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

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

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

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

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

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

35.6 Contract Time: The number of days as stated in the Contract to: (i) achieve Substantial Completion, (ii) Final Completion, and any other identified Project Milestone.

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

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

35.9 General Conditions and/or Special Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.

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

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

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

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

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

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

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

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

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

35.19 Using Agency: **City of Waterbury Education Department.**

[Signature page follows]

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

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr.
Mayor

Date: _____

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

Tone Klear Communications LLC

By:_____
Print name:
Its _____

Date: _____

ATTACHMENT A

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

1.1.1 **RFP Number 8873** (acknowledged by the Contractor as having been received and incorporated by reference);

1.1.2 **RFP Number 8873** Addendum #1, dated September 2, 2026 and consisting of 1 page (attached hereto);

1.1.3 Contractor's Proposal, dated September 8, 2026 and consisting of 7 pages, submitted in response to **RFP Number 8873** and Contractor's Price Proposal, dated September 8, 2026 and consisting of 2 pages (all attached hereto);

1.1.4 Certificates of Insurance (attached hereto);

1.1.5 Performance Bond and Payment Bond (attached hereto);

1.1.6 Special Conditions (Article 1 – Article 21) consisting of 10 pages (attached hereto);

1.1.7 General Conditions (Article 1 – Article 112) consisting of 34 pages (attached hereto);

1.1.8 **RFP Number 8873** - Public Address Systems at Bunker Hill & Tinker Elementary School - Attachment F - Scope of Services consisting of 9 pages (attached hereto);

1.1.9 Bunker Hill and Tinker Elementary Schools aerial mapping consisting of 9 sheets (attached hereto);

1.1.10 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusion Affidavit (incorporated by reference);

1.1.11 Any and all amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);

1.1.12 All applicable Federal, State and local statutes, regulations,

charter and ordinances (incorporated by reference); and

1.1.13 All permits (including, but not limited to, City of Waterbury Building permit(s)) and licenses (incorporated by reference).

ATTACHMENT B-1

"NON-DISCRIMINATION CONTRACT LANGUAGE", dated rev.07012026, is attached hereto and made a part hereof.

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

September 2, 2026

RFP 8873 Public Address System at Bunker Hill & Tinker Elementary Schools

Please Be Advised:
1. All Proposers are hereby notified that this Addendum No. 1 shall be part of the Contract Documents for the above referenced **RFP #8873**.
2. This Addendum amends or supplements the RFP Documents. All provisions which are not so amended or supplemented remain in full force and effect.
3. Each Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form (see Attachment C). Failure to do so may subject the Proposer to disqualification.

Please refer to the question and answer below.

Question: Are the hallway and classroom speakers to be replaced at Tinker Elementary?
Answer: Yes.

NOTE: Each Proposal over $50,000.00 submitted shall be accompanied by a Proposal Security (a Certified Check or Bid Bond) in the amount of ten (10) percent of the Total Proposal Price.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

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

Tone Klear Communications LLC

September 8th 2026

PUBLIC ADDRESS UPGRADE

Prepared for:

City of Waterbury
Public Schools
Bunker Hill
Tinker Elementary

Director of Purchasing
Kevin McCaffy
City Hall Building
235 Grand Street
Waterbury, CT 06702
203-574-6747

Prepared by:

Willliam Kobrock
Tone Klear Communications

Wk@tkc-ct.com .
860-388-3970
54 Church Street
Old Saybrook, CT 06475

Tone Klear Communications is pleased to present a streamlined upgrade solution to address key communication challenges and improve campus safety. Tone Klears approach combines industry expertise, innovative technologies, and data-driven insights to create a healthy and secure school environment.

The proposed upgrade focuses on the removal of the legacy Bogen MCP-35A and provide a new IP E7000, this is a software-based state-of-the–art IP paging and intercom solution. Standard features allow instantaneous accessibility to campus and district-wide communications, emergency paging with pre-recorded announcements, emergency lockdowns activated by touch screen display consoles, 3rd party integration to access control and Alert LED's, and unlimited scheduling and bells. All tasks are supported by any browser. There is no proprietary software needed.

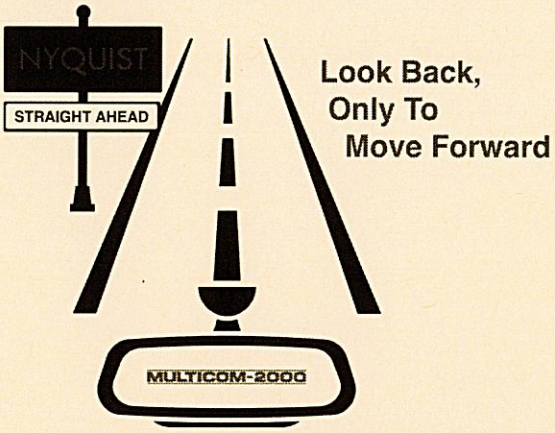
Bogen's announcement concluding the sale of Multicom and Quantum has lead Bogen to provides discounts to select dealers; these discounts will only applied to registered upgrades involving existing Multicom, Quantum or MCP35A systems.

Tone Klear Communication is the sole source certified engineer dealer for Bogen communication. This enables us to register and provide an allotted discount for upgrading the existing Bogen systems district wide.

BOGEN

The Next 40 Years of Public Address and Intercom Solutions

From Multicom 2000 to Nyquist E7000: Evolving for Your Future Needs



The Multicom Solution: Almost 40 Years of Excellence, Now Making Way for the Future

As part of Bogen Communications' commitment to delivering cutting-edge technology, the Multicom Solution will go end-of-sale on June 30, 2026. But don't look at this as the end—consider it a new beginning. Our Nyquist E7000 system is tailored to bridge the gap as you transition from Multicom 2000. With intuitive functionality and dependable performance, Bogen is the perfect partner in your upgrade journey.

Enhanced Performance, Modern Flexibility, Seamless Integration

The Nyquist E7000 Solution isn't just a replacement, it's an upgrade. Experience:

- ✓ **Unlimited Scalability:** Adapt to your organization's growth effortlessly.
- ✓ **Modern Interface:** User-friendly touch-screen controls for all staff levels.
- ✓ **Enhanced Security:** Robust features to safeguard your communications.
- ✓ **Seamless Migration:** Tools and support for a smooth transition.

Before, we had an aging system that didn't have a whole lot of functionality...we needed to replace it based on age, mostly. When we saw what we could get with the new system, it was a huge determining factor in looking at the Nyquist E7000 system. The overall process for installing the Nyquist E7000 system was really a very positive experience. From running the cables, to installing the servers, to getting the desktop phones on... to final ease of use and being trained on the Bogen system. The Bogen system for us has been really easy to use. The whole experience was really positive, from beginning to end!

- D.L., Director of Technology--Ohio Based School District & Bogen E7000 End-User

Let's Build the Future Together

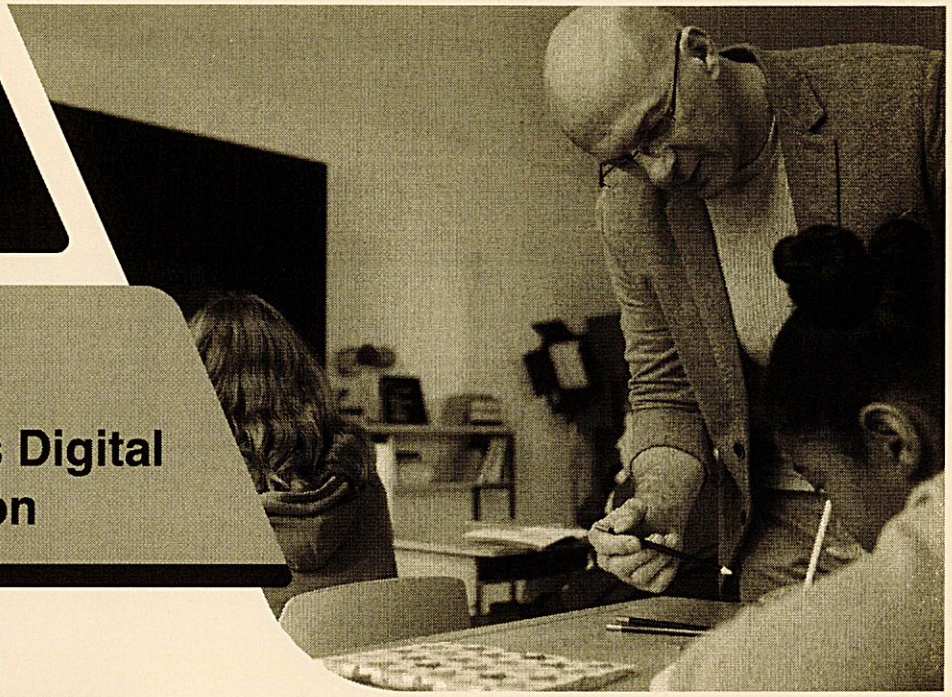
Have Questions? We have answers! Visit Bogen.com/MulticomTransitionFAQ

Don't wait, upgrade today! Transitioning to Nyquist E7000 is easy.

Ready to learn more? Schedule a demo with your designated Bogen RSM, today.

Contact Your Bogen RSM

BOGEN



E7000 SERIES

The Modern Educator's Digital Communication Solution

System Features

Administration/Staff FEATURES

- Microsoft Active Directory via LDAP support
- iOS and iPadOS support
- All Call Paging
- Emergency All Call Paging
- District-Wide All Call
- District-Wide Emergency All Call
- Zone Paging
- Unlimited number of Paging Zones
- Unlimited simultaneous Paging Calls
- Multi-facility paging/announcements
- Location Monitoring (Modes: Spy, Whisper, Barge)
- Web-based GUI Dashboard (Audio, Alarms, Announcements, Calling, Paging, Tones)
- Web-based GUI Directory Menus for Announcements, Alarms, Paging Zones, Stations, Tones
- Web User Interface: SIP Client (softphone) - allows calls, paging, etc., from Web UI
- Executive override to access intercom paths
- Admin can override others and interrupt page
- Admin Groups: "Emergency" admin group
- Admin Phone Menus: Alarms, Announcements, Paging Zones, and Tones
- Direct Select Rooms from VoIP Admin Phone
- Multi-Station Page Exclusion (Ability to turn off paging into an area as needed, e.g., for testing, mtg's, etc.)

Analog Station Bridge FEATURES

- Built-in Amplification (max. 40W per port) (Intercom, Paging, and Program Distribution)
- Supports both traditional Analog and/or Digital Call Switches (NQ-E7020-G2)
- 24 Ports or Classrooms supported per Analog Station Bridge; unlimited number of ASBs supported per system
- Facilitates Head-End Replacement/Reuse of Existing Cable Infrastructure
- Analog Speaker Support (25V / 70V) and Analog Call Switch Support

Audio Distribution & Announcement FEATURES

- NQ-ZPMS Zone Paging Mic Station support
- Tablet Based Zone Volume and Audio Distribution Control
- Sound Masking S/W Feature option
- Unlimited Announcement Files
- Upload and Manage WAV & MP3 Announcement Files
- Audio Program Control via DTMF - Admin Phone (i.e., can turn on or off from phone)
- Toggle Music Sources On/Off
- GUI-based Program Distribution
- Playlists (with easy title drag-n-drop capability)
- Music Import and Management
- Automatic Playlist Creation from USB Stick (Places all music files into a single playlist)
- Record Announcements from an Admin Phone or Web UI
- Separate Zone Volume Controls for Paging vs. Audio distribution
- Audio Distribution to multiple zones simultaneously
- Integrated Streaming Internet radio (airable)
- Integrated commercially licensed streaming music service (SoundMachine)
- Scheduled Audio from any source (airable Radio, SoundMachine, Playlists, and Line-Input)
- Recurring Scheduled Announcements
- Targeted Announcements to any specified zone(s)
- Pink noise and white noise tones to assist with setting-up paging zone volumes

Traditional Intercom FEATURES

- Unlimited System Capacity (The number of stations/ports on the system)
- Always an Answer (calls can be put into admin groups so call will always be answered)
- Intercom Call-in (From classroom call switch)
- Unlimited Simultaneous Intercom Calls Per Facility
- Priority Paging Mic (external Mic for emergency page)
- Unlimited Program Channels
- Unlimited Number of Class of Service (CoS) Profiles
- Unlimited Paging, Time, and Audio Zones
- Emergency Call-in (Emergency calls from classroom ring with special ring & alert)
- Call Assurance Audio File plays in room to confirm call (analogous to Call Assurance LED)
- 3 Call Priorities for Call Switch (Normal, Urgent, Emergency)
- Relay Input to trigger Events or Routines
- Relay Driver Output Controls (Used to control events, e.g., open door, turn on lights, etc.)
- Emergency Call from Normal Call Switch (If call is in progress, it can be escalated to emergency status)
- Transfer Call from Room Speaker to Room Phone (Call to ceiling speaker can be dropped to the phone for privacy)
- Change/Modify Preannounce Tone
- Create Text-To-Speech Based Annoucements (Optional)
- Legacy Analog Amplifier Support
- Page Stacking / Queuing
- Ambient Noise Sensing (requires one or more NQ-GA10P paired with an ANS500M)

IP Phone Support FEATURES

- VoIP Admin Phone (NQ-T1100) with Customizable Phone Button Placement via the Nyquist GUI
- 40W PoE+ Plenum-Rated Amplifier Module with Line Output
- Nyquist Zone Paging Microphone Station (NQ-ZPMS)
- VoIP Staff/Classroom Phone (NQ-T2000)
- Support for third party ATA devices for FXO and FXS connections with custom configurations for FXS operation for feature like Off-Hook Ring Down

Event Schedules & Master Clocks FEATURES

- 72-Hour Backup Bell Schedule
- Powerful, Innovative Web-based Scheduling Interface
- Activate a Routine in Conjunction with a Scheduled Event
- Execute Any Routine Action when a selected schedule is activated
- Conditional Execution of Routine Actions based on User-Supplied Statements/Parameters
- Scheduled Volume Level changes via Routines
- Master Clock Capability
- Unlimited Number of Holiday Schedules (Ability to change Event Schedules so that tones and bells don't disturb surrounding areas when school is not in session)
- Ability to Sync External Master Clock with I/O Contact Closure
- NTP Server Support (Ability to act as or sync to an external NTP Server)
- Unlimited Schedules (Restricted Edit & View by User Role)
- Unlimited Scheduled Events
- Ability to Import/Export Holiday Schedules
- Monthly Calendar Views
- Tones: Generate/Create Tones, Upload Tones, Manage Tones

Networked Audio Power Amplifier Support FEATURES

- Gen2 Amplifier Support (NQ-A2xxx-G2/NQ-A4xxx-G2)

  4-Ch. x60W, x120W, and x300W models available
  2-Ch. x60W, x120W, and x300W models available
- Public Address Mixer/Amplifiers NQ-PA120/240/600
- Integrated Pro-Audio Digital Signal Processing
- Enhanced DSP Controls
- 20W PoE+ Plenum-Rated Amplifier Module with Line Output
- 40W PoE++ Plenum-Rated Amplifier Module with Line Output

I/O Related Equipment FEATURES

- Networked Matrix Mixer Pre-Amp with Pro-Audio DSP (NQ-P0100) (External MIC, AUX, & Digital Audio Support)
- Networked I/O Controller (NQ-E7010) (8 Inputs/8 Outputs per I/O Controller)
- Networked 2-Ch. AoIP Gateway (NQ-GA400P) (2 Line-Level Inputs and 2 Line-Level Outputs)

Configuration & Maintenance FEATURES

- System Controller with pre-installed OS & E7000 application software
- Embedded Nyquist DHCP Server Support
- Ability to Create a Self-Signed Bogen Root SSL Certificate
- Simplified Zone Configuration
- Automatic server software and firmware check & download
- Wizard-based Appliance Discovery
- Wizard-Based System Setup & Configuration (when using the NQ-SYSCTRL Nyquist System Controller)
- Web GUI Programming and Diagnostics (Ability to program and test from anywhere)
- Log File Viewing and Export (Server and System)
- Web GUI Station Status (Real-time status of VoIP devices)
- System Backup/Restore
- Automated/Scheduled System Backup
- GUI-based System Status (Current operations displayed on Dashboard)
- Monitoring of Server Status via SNMP
- Unlimited Definitions of Users, Roles, and Permissions
- Software Adjustable Paging Zone Volume
- Device & Station Supervision (with Dashboard Notifications and Email Alerts)
- Automatic update of Appliance Firmware (to match server S/W version)
- Remote Facility Status (via Routines)

IP Speaker Support FEATURES

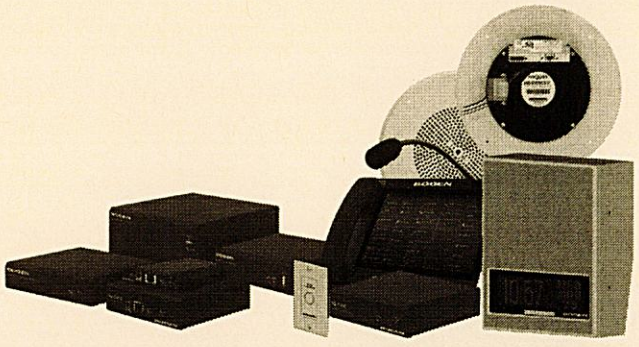
- Digital Call Switches (NQ-E7020-G2)
- Combo Clock / Messaging Wall Baffle Speaker (NQ-S1810WBC)
- VoIP Ceiling Speaker w/Talkback (NQ-S1810CT-T1)
- VoIP Wall Baffle Speaker w/Talkback (NQ-S1810WT-G3)
- CAN Bus Device Support (e.g., NQ-E7020-G2 DCS)
- PoE Plenum-Rated VoIP Intercom Module (NQ-GA10P) (Turns any speaker into a VoIP talkback speaker)
- PoE Plenum-Rated VoIP Intercom Module with HDMI output (NQ-GA10PV) (Turns any 8-ohm speaker into a VoIP talkback speaker and HDMI-capapble TVs/monitors into combo clock/ message displays)

Security & Safety FEATURES

- Automatic Failover option for Nyquist System Controller (NQ-SYSCTRL)
- Backup Paging via NQ-T1100 Admin Phones
- Clock/Messaging Display capability with NQ-GA10PV and NQ-S1810WBC
- Routines API for 3rd Party Integrations
- Automated user logout
- Routines (allow automatically launching of a sequence of actions, that the Nyquist system executes as a result of a "triggering" system event or manual input. Routines can support your crisis plans for situations such as school lockdown, weather events, or emergency evacuation.)
- Emergency Check-In feature that can be used for lockdowns
- Check-in status displayed via NQ-GA10PV-driven monitor
- NWS Alert to display specific Emergency Alert System (EAS) events on the video displays connected to the NQ-GA10PV
- Pop up of a room's video feed via the Maps view (using standard camera URLs)
- Optional password protection for all-call paging, emergency all-call paging, multi-site paging, facility paging, audio distributions, zone paging, alarms, and tones.
- Play Pre-Recorded Message with Contact Closure (via NQ-E7010 I/O Controller program logic)
- Speed-Dial Access to Common System Features (Used to make system easy to use for Administrators)
- Input contact Closure Puts System Into Page Exclusion Mode (via NQ-E7010 I/O Controller program logic)
- Output Contact Closure Triggers an External Event (via output relay control on the NQ-E7010 I/O Controller)
- Input Contact Closure Triggers an Internal Event (via NQ-E7010 I/O Controller program logic)
- Call Recording and Playback (911, Emergency, Normal)
- Emergency Page with Pre-Programmed Messages (WAV, MP3) (ex. "There is a Fire Emergency, please exit building, this is not a drill.")
- Interactive Map-Based Paging and Intercom (hierarchical drill-down views of multiple maps - including across multiple facilities)
- Text-to-Speech Based Announcements (optional feature) (Copy & paste-in complex emergency notifications & instructions)
- Routines API to Integrate with Security/Access Control Systems (optional feature)
- NWS event-based weather alerts (via Routines)

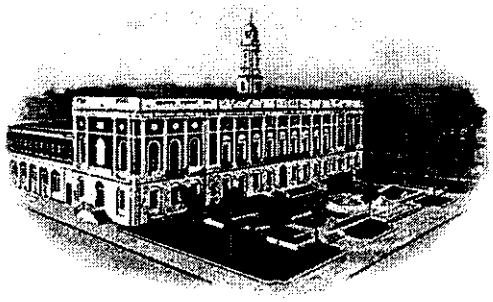
General Telephony*
FEATURES

- Voice-Prompted Features (via embedded IVR functionality) (Users are instructed as to what the next step should be)
- Intercom Access from IP Phone System (SIP ATA or Tie-Line interface to IP-PBX)
- Voice-Prompted Call Forwarding Status (via embedded IVR functionality)
- Call Monitoring (Modes: Spy, Whisper, Barge, non-DISA)
- Call Detail Recording: Display, Manage, and Export (No limit to record count)
- Call or Page via Mobile Device: SIP Client Application
- Call or Page via Mobile Device: Web UI
- SIP Trunking to PSTN/Cloud or IP-PBX
- SIP trunk management to include PBX Connection access
- SIP Trunk can be used to register Nyquist with an iPBX as a SIP endpoint
- Allow Intercom Calls to Route to PBX Extensions via SIP Trunk
- 911 Call Alerts: Notifications sent to Web UI and Admin Phones with option to monitor call
- 911 Dial Through (Provisioned via CoS allows any authorized station to direct dial 911)
- Walking CoS
- Trunk Queuing (Searches for first available outside line/trunk)
- Unlimited Number of Admin and/or Staff Phones (limited only by system licensing)
- Analog PSTN Trunk Support (Requires use of DAHDI cards or an FXO Gateway)
- Unlimited Number of Simultaneous Talk Paths (limited only by system licensing)
- Architectural Room Numbers and Names Displayed on Web UI and Admin devices
- Off-Site Call Transfer (Transfer calls to phone numbers outside of the system)
- Routing to an External Number (Provisioned via CoS)
- Route selected call priorities (e.g., Emergency) to an external number (Provisioned via CoS)
- Remote Call Pickup (Ability to answer a phone from anywhere in the building/facility)
- Voice Mail (Assignable to any station via CoS)
- Analog Intercom Access from a PBX (via FXO or FXS ports)
- Voicemail Message Waiting Indication Light (on all Bogen VoIP phones)
- Call Forwarding (Automatically sends calls to another station on the system)
- Callback Request with associated Callback Request Indicator
- DID Call Routing (Direct inward line routes to office phone)
- DISA Call Routing (Allows direct inward station access from outside the system)
- Security DISA Call Routing (Allows direct inward station access from outside the system using a passcode)
- Password Protected Access to Admin Phone Features
- Ability to Place Normal or Emergency Calls
- Dial Out to PSTN/PBX (requires optional DAHDI FXO cards or ATA FXO ports)
- Receive Outside Calls (PSTN/PBX)
- Analog Telephone (aka 2500 Set) Support (via 3rd-party 24-port FXS VoIP Gateway integration)



© Bogen Communications LLC 740-00200 20240619

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING

THE CITY OF WATERBURY

CONNECTICUT

ADDENDUM #1

September 2, 2026

RFP 8873 Public Address System at Bunker Hill & Tinker Elementary Schools

Please Be Advised:

1. All Proposers are hereby notified that this Addendum No. 1 shall be part of the Contract Documents for the above referenced **RFP #8873**.
2. This Addendum amends or supplements the RFP Documents. All provisions which are not so amended or supplemented remain in full force and effect.
3. Each Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form (see Attachment C). Failure to do so may subject the Proposer to disqualification.

Please refer to the question and answer below.

Question: Are the hallway and classroom speakers to be replaced at Tinker Elementary?
Answer: Yes.

NOTE: Each Proposal over $50,000.00 submitted shall be accompanied by a Proposal Security (a Certified Check or Bid Bond) in the amount of ten (10) percent of the Total Proposal Price.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

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

Public Address Proposal

TONE KLEAR COMMUNICATIONS
54 Church Street
Old Saybrook, CT 06475
Tel (860) 388-3970

WK@TKC-CT.COM
SF@TKC-CT.COM

JOB *Tinker Elementary*
DATE *09/08/26*
CO *Waterbury Public Schools*
ATTN *Kevin*
TEL
FAX

Qty	Item as specified		
	Repurpose existing system infrastructure cable replace classroom speakers		
1	Bogen E7000 Master Communication CPU		
2	Bogen E7000 Station bridges		
1	Bogen E7000 two channel power amplifier		
1	Bogen E7000 I/O controller		
1	Bogen E7000 VOIP touch displays		
1	Bogen E7000 mixer		
1	Bogen SIP trunk PBX interface		
lot	NYQUIST E7000 EDUCATIONAL SYSTEM SOFTWARE-BRIDGE LICENSE		
lot	NYQUIST E7000 EDUCATIONAL SYSTEM CONCURENT CALL LICENSE		
lot	ASB NYQUIST E7000 EDUCATIONAL SYSTEM SOFTWARE		
1	NYQUIST E7000 1 YEAR S/W WARRANTY		
1	NYQUIST 1-YEAR EXTENDED S/W UPDATE SUBSCRIPTION - STATION LICENSES		
1	NYQUIST 1-YEAR EXTENDED S/W UPDATE SUBSCRIPTION - CONCURRENT CALL		
1	12 Rack Space network cabinet to be installed in existing intercom location		
1	SYSTEM USE AND STAFF TRAINING		
10	REMOVE AND REPLACE EXISTING CORRIDOR BI-DIRETIONAL SPEAKERS		
3	PROVIDE AND INSTALL 3 NEW EXTERIOR HORNS STYLE SPEAKERS		
	ANY AND ALL NEW CABLE REQUIRED WILL BE INSTALLED BY OWNER		
		Base	**$ 36,955.00**
	Bogen incentive for MCP-35A Bogen System trade	$1,500.00	

TOTAL $35,455.00

NOTES:
Prices good for 30 days unless otherwise noted
Installation labor is not included unless otherwise specified
Only items listed on quotation are included in proposal

[X] This proposal is as specified
[ ] This proposal is based on what we consider to be an appropriate equivalent

Authorized Signature

Public Address Proposal

TONE KLEAR COMMUNICATIONS
54 Church Street
Old Saybrook, CT 06475
Tel (860) 388-3970

WK@TKC-CT.COM
SF@TKC-CT.COM

JOB *Bunker Hill School*
DATE *09/08/26*
CO *Waterbury Public Schools*
ATTN *Kevin*
TEL
FAX

Qty	Item as specified		
	Repurpose existing system infrastructure cable replace classroom speakers		
1	Bogen E7000 Master Communication CPU		
2	Bogen E7000 Station bridges		
1	Bogen E7000 two channel power amplifier		
1	Bogen E7000 I/O controller		
1	Bogen E7000 VOIP touch displays		
1	Bogen E7000 mixer		
1	Bogen SIP trunk PBX interface		
lot	NYQUIST E7000 EDUCATIONAL SYSTEM SOFTWARE-BRIDGE LICENSE		
lot	NYQUIST E7000 EDUCATIONAL SYSTEM CONCURENT CALL LICENSE		
lot	ASB NYQUIST E7000 EDUCATIONAL SYSTEM SOFTWARE		
1	NYQUIST E7000 1 YEAR S/W WARRANTY		
1	NYQUIST 1-YEAR EXTENDED S/W UPDATE SUBSCRIPTION - STATION LICENSES		
1	NYQUIST 1-YEAR EXTENDED S/W UPDATE SUBSCRIPTION - CONCURRENT CALL		
1	12 Rack Space network cabinet to be installed in existing intercom location		
1	SYSTEM USE AND STAFF TRAINING		
10	REMOVE AND REPLACE EXISTING CORRIDOR BI-DIRETIONAL SPEAKERS		
3	PROVIDE AND INSTALL 3 NEW EXTERIOR HORNS STYLE SPEAKERS		
	ANY AND ALL NEW CABLE REQUIRED WILL BE INSTALLED BY OWNER		
		Base	**$ 36,955.00**
	Bogen incentive for MCP-35A Bogen System trade	$1,500.00	

TOTAL $35,455.00

NOTES:
Prices good for 30 days unless otherwise noted
Installation labor is not included unless otherwise specified
Only items listed on quotation are included in proposal

[X] This proposal is as specified
[ ] This proposal is based on what we consider to be an appropriate equivalent

Authorized Signature

SPECIAL CONDITIONS

INDEX TO SPECIAL CONDITIONS

ARTICLE		PAGE
1.	SPECIAL NOTE	SC-1
2.	PERMITS	SC-1
3.	SITE RESTORATION	SC-1
4.	CITY NOTIFICATION – BACKFILLING	SC-1
5.	PUBLIC USE OF EXISTING PUBLIC FACILITIES	SC-1
6.	ACCESS TO PRIVATE & PUBLIC PROPERTY	SC-1
7.	WINTER SHUTDOWN	SC-2
8.	OWNER CONTROLLED CONTINGENCY ALLOWANCE	SC-2
9.	CHANGES TO THE WORK	SC-2
10.	LAYDOWN AREAS / MATERIAL STORAGE	SC-6
11.	ADDENDUM TO GENERAL CONDITION ARTICLES 11 & 95	SC-7
12.	ADDENDUM TO GENERAL CONDITIONS ARTICLE 1	SC-7
13.	CITY DESIGN STANDARDS, SPECIFICATIONS AND DETAILS	SC-7
14.	ADDENDUM TO GENERAL CONDITIONS ARTICLE 2	SC-7
15.	ADDENDUM TO GENERAL CONDITION ARTICLES 8, 9, 10	SC-7
16.	MOBILIZATION AND DEMOBILIZATION	SC-7
17.	IMPROVEMENT LOCATION AND TOPOGRAPHICAL SURVEY	SC-7
18.	ADDENDUM TO GENERAL CONDITION ARTICLE 93	SC-7
19.	INTENT OF DRAWINGS	SC-7
20.	ADDENDUM TO GENERAL CONDITION ARTICLE 31	SC-7
21.	ADDENDUM TO GENERAL CONDITION ARTICLE 48	SC-8

ARTICLE 1. SPECIAL NOTE

These Special Conditions shall be subject to all requirements of the Contract, amend or supplement the General Conditions, and modify all Contract Documents which follow them numerically, as set forth in Section 1.2 of the Contract. The terms used in these Special Conditions which are defined in the Contract or General Conditions have the meanings assigned to them in said documents. All provisions of the General Conditions which are not so amended or supplemented remain in full force and effect.

This section applies equally and specifically to all contractors supplying labor and/or equipment and/or materials for this Project; and to all of the Contract Documents. All Contract Documents apply to this Section. Where items of the Contract are repeated, it is intended to call particular attention to or qualify them; it is not intended that any other parts of the Contract shall be assumed to be omitted if not repeated herein.

Unless expressly provided for otherwise, and regardless if not expressly stated in each Article herein, the costs associated with all work and/or services required under the Special Conditions shall be considered as included in the overall cost of the Contract items. No separate or additional payment will be made for this work and/or services.

ARTICLE 2. PERMITS

The Contractor shall obtain all applicable Federal, State and local permits and registrations necessary to complete the project at no additional cost to the City. The cost of obtaining and maintaining the permits shall be included in the Contract Amount.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations including building and fire safety codes relating to the performance of the Work.

ARTICLE 3. SITE RESTORATION

The Contractor will blend the new work into the existing ground surface and replace any adjacent disturbed materials that may have been damaged or irregular due to construction and/or new installations.

ARTICLE 4. CITY NOTIFICATION - BACKFILLING

Before backfilling any excavated area and after an improvement has been installed the contractor shall notify the City when a backfill operation is to occur. A City representative will make at least one observation (in the sole discretion of the City) for each excavated area.

ARTICLE 5. PUBLIC USE OF EXISTING PUBLIC FACILITIES

The Contractor shall limit his work area to the site of the construction and its immediate vicinity. No equipment or construction activities are allowed on the existing public facilities, such as athletic fields without prior written approval by the City. No equipment or storage is allowed outside of the designated construction area without prior written approval by the City. The number and location(s) of storage containers shall be approved by the City.

ARTICLE 6. ACCESS TO PRIVATE & PUBLIC PROPERTY

Throughout the duration of Construction, the Contractor shall maintain access to all businesses, places of worship, schools and private residences, etc. in the project area. Particular attention is noted for funeral processions, wedding processions, and other similar activities.

Where required by the City, Contractor shall also conduct regular coordination meetings with Residents, Owners and Operators of businesses and other operations to coordinate active work periods.

Contractor shall also provide and place temporary ramps at driveways or other locations where, in the opinion of the City, there is a need to provide safe access until the permanent handwork is completed.

ARTICLE 7. WINTER SHUTDOWN

No 'winter shutdown' will be permitted for this Project.

Any 'winter shutdown' authorized under this Article shall not change the "Contract Time" for the project. Any extension of the Contract Time must be by formal amendment to the Contract in accordance with the provisions of the Procurement Ordinance of the City of Waterbury.

ARTICLE 8. OWNER CONTROLLED CONTINGENCY ALLOWANCE

If an Owner Controlled Contingency Allowance ("OCCA") has been provided in the Contract, it is to provide an account for certain expenditures found necessary by and ordered done by the City. This item shall include any unforeseen work made necessary by changes in the plans or necessitated by site conditions. Work for which payment is included under other items shall not be considered for inclusion under this item.

Use of the OCCA requires the City's advance written authorization. Determination of amounts to be paid for work under this item shall be in accordance with Article 9 of the Special Conditions and at the sole discretion of the City.

Determination of amounts to be paid for work under this Article shall be agreed to in advance by the Contractor and City and shall not exceed amounts established in the OCCA. At project closeout, unused amounts remaining in the allowance shall be credited to the City by Final Change Order (as part of and so documented in Contractor's final payment request).

In no instance shall payments made pursuant to this Article result in an increase in the amount of the Contract Total Compensation or extension of Contract Time. Any increase above the Contract Total Compensation or Contract Time resulting from utilization of this Article must be by a duly authorized and executed Contract amendment in accordance with Section 27 of the Contract.

ARTICLE 9. CHANGES TO THE WORK

The cost and/or payment calculations for changes to the work shall be either on a firm proposal agreed to by the City or based on the provisions set forth herein.

Any changes in the work agreed to by the parties, or as directed by the Project Engineer, shall be evidenced by a Change Order authorized in accordance with Section 27 of the Contract and this Article. In no instance shall payments made pursuant to this Article result in an increase in the Contract Total Compensation or extension of Contract Time. Any increase above the Contract Total Compensation or Contract Time resulting from utilization of this Article must be by a duly authorized and executed Contract amendment in accordance with Section 27 of the Contract.

A. Differing Site Conditions

(1) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and the Contractor shall thereafter wait for written instructions from the Project Engineer before proceeding with regard to such conditions.

(2) Upon written notification from the Contractor, the Project Engineer will investigate the conditions to determine if differing conditions exist. The Project Engineer will notify the Contractor of his/her determination whether or not differing conditions exist. If it is determined that the conditions materially differ and cause an increase in the Total Compensation or Contract Time required for performance of any work under the Contract, the City, with the Project Engineer's recommendation, will make an adjustment (excluding anticipated profits) and modify the Contract in writing accordingly. The Contractor will be notified of the Project Engineer's determination whether or not an adjustment of the Contract is warranted.

(3) No use of this Article or of any Contingency Allowance that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

(4) No use of this Article or of any Contingency Allowance will be allowed under this clause for any effects caused on unchanged work.

B. Suspensions of Work Ordered by the Project Engineer.

(1) If the performance of all or any portion of the work is suspended or delayed by the Project Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or Contract Time is due as a result of such suspension or delay, the Contractor shall submit to the Project Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

(2) Upon receipt, the Project Engineer will evaluate the Contractor's request. If the Project Engineer agrees that the cost and/or Contract Time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the City, with the Project Engineer’s recommendation, will make an adjustment (excluding profit) and modify the Contract in writing accordingly. The Contractor will be notified of the Project Engineer's determination whether or not an adjustment of the Contract is warranted.

(3) No Contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

(4) No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this Contract.

C. Significant Change in the Character of Work

(1) The Project Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the Project. Such changes in quantities and alterations shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the work as altered.

(2) If the alterations or changes in quantities significantly change the character of the work under the Contract, whether or not changed by any such different quantities or alterations, the cost for changes to the work shall be either on a firm proposal agreed to by the City or as calculated herein, and such costs shall not include loss of anticipated profits. If a cost cannot be agreed upon, then the cost calculation shall be in such amount as the Project Engineer may determine to be fair and equitable.

(3) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the cost calculations for the altered work will be at the prices bid.

(4) The term "significant change" shall be construed to apply when the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction, when an item of work, as defined elsewhere in the Contract, is increased in excess of 125% or decreased below 75% of the original Contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125% of original Contract item quantity, or in case of a decrease below 75%, to the actual amount of work performed.

D. Extra Work

Unforeseen work made necessary by the Project Engineer's changes as previously described, or work that is necessary for completion of the Project, but for which no price is provided in the Contract, shall be done in accordance with the requirements of the specifications and as directed by the Project Engineer. The Project Engineer shall notify the Contractor of the necessity for such extra work, stipulating its character and extent, and shall notify the Contractor as to whether the Project Engineer wants the Contractor to propose a unit price or, instead, a lump sum, for the extra work. Within 5 calendar days of receipt of such notification, the Contractor shall advise the Project Engineer, in writing, of the proposed compensation (as a unit price or lump sum, whichever has been requested by the Project Engineer) that the Contractor requests as compensation for the required extra work. The Contractor's request shall be itemized and reasonably detailed, and shall include all known or anticipated direct and indirect costs of the work, including but not limited to, the costs of all safety and other equipment, small tools, labor, subcontractor quotes, consumables, field office overhead, home office overhead, insurance, bonding, and profit. The character and extent of the extra work, together with the basis of compensation, shall be communicated in a letter to the Contractor by the Project Engineer. If the Contractor objects to any portion of the defined extra work and/or basis of compensation, and if the Contractor is not willing to agree to the extra work, the Contractor must,

within 15 calendar days of its receipt of said letter, respond in writing describing specifically what portions of the extra work the Contractor finds objectionable, the nature of its objections, and the basis for its objections. If the Contractor does not do so, it shall be deemed to have accepted the terms of the extra work as set forth in the Project Engineer's letter.

E. Cost Plus Work

The Contractor's compensation for all work done on a cost-plus basis shall be determined in accordance with the following:
(a) Labor:

(1) For all labor, payment calculations shall be based on the wage rate actually paid by Contractor as shown by its certified payroll, which shall be at least the minimum rate established for the Project by the State Labor Department or the U.S. Department of Labor. For all foremen in direct charge of Project work, payment calculations shall be based the actual wage paid by Contractor to the foremen as shown on the Contractor's certified payroll.

(2) The payment calculations shall the actual costs paid to, or on behalf of, workers by reason of allowances, health and welfare bene fits, pension fund benefits and other such benefits, when such amounts are required by a collective bargaining agreement or another employment contract generally applicable to the classes of labor employed on the Project. The Contractor shall certify all such costs.

(3) For property damage, bonding, liability and workmen's compensation insurance premiums, unemployment insurance contributions and social security taxes on Project cost-plus work, the payment calculations shall include Contractor ' s actual Project costs. The Contractor shall provide to the Project Engineer documentation, satisfactory to the Project Engineer in form and substance, of all such costs.

(4) The payment calculations shall also include an amount equal to 20% (15% for overhead, 5% for profit) of the total sums described in (a) (1) through (3) above.

No part of the salary or expenses of anyone connected with the Contractor's forces above the grade of foreman, who provides general supervision of Project work, will be included in the above cost calculations, except when the Contractor's organization is entirely occupied with cost-plus work, in which case the salary of a superintendent may be included in said labor item when the nature of the pertinent Project work is such that, in the opinion of the Project Engineer, a superintendent is required for that work. The allowable rate of pay for such superintendent shall be agreed upon before the Contractor begins the pertinent work. If no agreement on the rate can be reached, the Project Engineer will make a determination based on such rate as he deems reasonable.
The Project Engineer reserves the right to determine the number and type of personnel to be employed for the cost-plus Project work.
(b) Specialized Work: When the Project Engineer directs the Contractor to perform specialized work requiring skills, tools and equipment substantially unlike those ordinarily used by the Contractor or its authorized Project subcontractors, the payment calculations for such work shall include the cost for the use of a specialist to perform the specialized work. For such specialized services, including materials incorporated into the Project, the payment calculations for such work shall include Contractor's actual costs, plus additional compensation in accordance with subparagraph (e) below. Prior to performing such specialized work, the Contractor shall obtain and submit to the Project Engineer a minimum of three price quotes for the work, if requested by the Project Engineer.
(c) Materials: For all materials necessary for cost-plus Project work, the payment calculations shall include Contractor ' s actual cost for such materials as delivered to the Project site, including delivery charges as shown by original receipted bills, plus 15% of the sum of said cost and charges.

In lieu of receipted bills for materials used which were not specifically purchased for the Project, but were taken from the Contractor's stock, the Contractor shall provide to the Project Engineer an affidavit certifying that such materials were not purchased for the Project, that the materials were taken from the Contractor's stock, that the quantity claimed to have been used on the Project was actually so used, and that the price claimed for the materials is currently their fair market value. The payment calculations shall include Contractor's costs of transporting the materials to the Project site, in accordance with subparagraphs (a) and (d) hereof.
The payment calculations shall not include any penalty or charge incurred due to the Contractor's late or delayed payment for the pertinent materials.
(d) Equipment: All equipment used for cost-plus Project work must, in the judgment of the Project Engineer, be in good working condition and suitable for the purpose intended; and the Project Engineer reserves the right to determine the size and number of units of equipment to be used for

such work. The manufacturer's ratings shall be the basis for all Rental Rate Blue Book classifications used for payment purposes. ("Rental Rate Blue Book" as used in these specifications refers to the current edition of the Rental Rate Blue Book, taking into account all current Rate Adjustment Tables, and amendments thereof, which is published by K III Directory Corporation of San Jose, California, including all current Rate Adjustment Tables and amendments thereof.) Trucks will be classified by cubic-yard capacity.

Amounts claimed by the Contractor based on equipment rental rates shall not include any percentage mark-up will be added for payment purposes to amounts charged by the Contractor based on equipment rental rates.

No percentage mark-up will be added for payment purposes to amounts charged by the Contractor based on equipment rental rates.
No percentage mark-up will be included in the payment calculation in connection with amounts claimed by the Contractor based on equipment rental rates.
The payment calculations shall not include rental rates for small tools needed to complete the cost-plus Project work.
For payment calculations purposes, estimated operating costs per hour from the Rental Rate Blue Book will apply only to the actual time during which the equipment is actively being used to perform cost-plus Project work.
For equipment that is also being used for non-cost-plus Project work, the payment calculations shall include the applicable hourly rate only for the actual time that the equipment is assigned to cost-plus Project work. The applicable period of assignment for each piece of equipment shall start when the equipment commences to be used for cost-plus Project work ordered by the Project Engineer, and shall end at the time designated by the Project Engineer.
For equipment which has to be brought to the Project site exclusively for cost-plus work, the payment calculations shall include Contractor's loading and unloading costs and costs of transporting such equipment to and from the Project site; provided, however, that cost claimed for return transportation from the Project site shall not exceed the cost of moving the equipment to that site. If such a piece of equipment is self-propelled , and is driven to the Project site under its own power, then the payment calculation shall include only operating costs and labor costs for its transport to and from the Project site. The payment calculations will not, however, include any loading, unloading and transportation costs if the equipment is used for any Project work on the site other than cost-plus work.
1) Owned Equipment: The payment calculation shall include the applicable rental rate set forth in the Rental Rate Blue Book for any equipment (1) which the Contractor uses, with the Project Engineer's authorization, to perform cost-plus Project work, and (2) which is owned by the Contractor or a subsidiary, affiliate, or parent company of the Contractor (no matter how far up or down the chain of ownership from the Contractor).
The maximum hourly rate to be used in payment calculations for Contractor-owned equipment assigned to cost-plus work shall be the applicable monthly rate in the Rental Rate Blue Book, divided by 176 (176 working hours per month).
Should the proper completion of the cost-plus Project work require equipment of a type not covered by the Rental Rate Blue Book, the Project Engineer will determine, and the payment calculation shall include a reasonable rental rate based on rates prevailing in the area of the Project. If practicable, such rates shall be determined by the Project Engineer before the affected work is begun. If the Contractor proposes that the Project Engineer use a particular rate in such an instance, the Contractor must disclose to the Project Engineer the specific sources of, or support for, said rate.
If a piece of equipment owned by the Contractor is assigned to cost-plus Project work, but remains idle for some portion of the period of the cost-plus work, the payment calculation, shall include for that idle time 50% of the applicable rental rate (exclusive of operating costs) in the Rental Rate Blue Book.
For payment calculation purposes, the period of equipment usage shall be deemed to start when the Contractor begins to use the equipment for cost-plus Project work and shall be deemed to end when the equipment is released by the Project Engineer from use for such work. Any hours during which the equipment is used for work other than cost-plus Project work will be deducted from the payment calculation. For any piece of Contractor-owned equipment assigned to cost-plus Project work, the payment calculation shall include aggregate minimum of 8 hours (of use time, idle time, or a combination thereof) in each 24-hour day (measured from one midnight to the following midnight) during the assignment period. The payment calculation shall not include Saturdays, Sundays and legal holidays during which the Contractor does no Project work, or for any other day on which the Project Engineer orders the Contractor to do no Project work. If the equipment is used to perform cost-plus Project work for more than 8 hours in a day, the payment calculation shall include the applicable hourly rate computed on a monthly basis for the actual time of use; however the payment

calculation shall not include any claim for more than 8 hours of idle time for a piece of equipment during a given day.
The City shall have the right to limit its aggregate payment calculations for idle time for a given piece of equipment to the replacement value of that equipment.
(2) Rented Equipment: If the Project Engineer determines that in order to perform the cost-plus Project work the Contractor must rent certain machinery, trucks or other equipment not owned by the Contractor or a subsidiary, affiliate, or parent company of the Contractor (no matter how far up or down the chain of ownership from the Contractor), the Contractor shall inform the Project Engineer, in advance of such rental, (a) of the specific nature of the rental(s), (b) the reasons for its need for such rental(s), (c) the anticipated or proposed rental rate(s), and (d) the estimated duration for the use of the equipment. Rates for such rented equipment must be provided based on the following:
-A daily rate per hour when the equipment is to be specifically assigned to Project work by the Project Engineer for a period of 7 consecutive calendar days or less.
-A weekly rate per hour when such assigned time exceeds 7 consecutive calendar days, but does not exceed 21 consecutive calendar days.
-A monthly rate per hour when such assigned time exceeds 21 consecutive calendar days.
The applicable daily, weekly, or monthly rate will be determined at the expiration of 21 calendar days or upon release of the equipment by the Project Engineer, whichever occurs first. Interruptions of the rental period, when equipment is used on other than assigned cost-plus work, will not entitle the Contractor to payment at a rental rate that would be applicable to the shorter periods arguably occasioned by such interruptions. Prior to renting such equipment, the Contractor shall obtain and submit to the Project Engineer a minimum of three quotes, if requested by the Project Engineer.
The payment calculation shall include such rental rates actually paid by the Contractor, provided that the given use and rental rate are acceptable to the Project Engineer. In order for any such costs to be considered, the Contractor must provide the Project Engineer with a copy of the original receipted bill for the rental expenses incurred.

(e) Administrative Expense: When extra work on a cost-plus basis is performed by an authorized subcontractor, the payment calculation shall include an additional 7.5% for that work; and such amount will be in addition to the percentage payments described in (a), (b), (c) and (d) above, as a reimbursement for the Contractor's administrative expense in connection with such work. Approval of such additional amounts will be given only after the Contractor provides to the Project Engineer receipted invoices for all relevant costs.

(f) Bonding Costs: For bonding on the total cost of the cost-plus work including administrative expenses as outlined in (e) above, the payment calculation shall include Contractor’s actual cost. The Contractor shall provide to the Project Engineer documentation, satisfactory to the Project Engineer in form and substance, of all such costs.

(g) Miscellaneous: Any compensation associated with (a), (b), (c), (d) and (e) above shall be deemed to be payment in full for the extra work and shall be deemed as full compensation for same, including costs of superintendence, use of small tools, equipment for which no rental is allowed, safety equipment, consumables, field office overhead, home office overhead, bonding, other insurance, and profit. The Contractor's representative and the Project Engineer shall compare their respective records of the extra work done on a cost-plus basis at the end of each day. Copies of these records shall be signed by both the Project Engineer and the Contractor's representative. The Project Engineer will then forward a copy of same to the Contractor and to any affected subcontractor in accordance with City procedures. Upon payment of such costs by the Contractor, the Contractor shall immediately furnish the Project Engineer with original receipted bills covering the costs, including transportation charges, for all materials used for such work.

ARTICLE 10. LAYDOWN AREAS / MATERIAL STORAGE

A Laydown Area shall not impede traffic flow within the City streets. The Contractor may use these areas during construction and shall be required to restore any disturbed areas to a condition as good as or better than existing conditions.

Contractor shall also be required to clean up, restore, and make safe and usable all Laydown Areas as directed by the Engineer. This may include removing equipment, materials, tools, etc., from the any Laydown Area for a period to be determined by the City of Waterbury.

The City will not provide any staging area for Construction and/or Contractor operations. The Contractor shall provide its own staging/storage area. Lay down areas within the project’s limits

are allowed but require pre-approval from the City. In all cases, the Contractor shall be responsible for the protection of all materials, tools, etc. Materials received on site which are not immediately installed shall be carefully and securely stored. All materials used throughout work shall be neatly stacked so as not to obstruct the progress of the work or endanger the public, adjacent property owners and tenants or the City.

The Contractor shall provide its own storage facilities and in all cases be responsible for the protection of all materials, tools, etc. The number and location(s) of storage containers shall be approved by the City. Materials received on site which are not immediately installed shall be carefully and securely stored. All materials used throughout work shall be neatly stacked so as not to obstruct the progress of the work or endanger the public or the City or City's employees or tenants. All deliveries of material, equipment, etc., shall be made to the Contractor and accepted only by him/her and only during working hours. City personnel will not receive or accept any materials or equipment, etc. at any time.

ARTICLE 11. ADDENDUM TO GENERAL CONDITIONS 11 and 95
Reference is made to General Condition Articles 11 – Temporary Utilities, and 95 – Temporary Water Supply. The Contractor shall be responsible for determining and supplying at no cost to the City all temporary utilities needed to maintain utility service to all adjacent property owners/tenants.

ARTICLE 12. ADDENDUM TO GENERAL CONDITIONS ARTICLE 1 – NOT USED

ARTICLE 13. CITY DESIGN STANDARDS, SPECIFICATIONS AND DETAILS – NOT USED

ARTICLE 14. ADDENDUM TO GENERAL CONDITIONS ARTICLE 2 – NOT USED

ARTICLE 15. ADDENDUM TO GENERAL CONDITIONS ARTICLES 8, 9 and 10
Reference is made to General Condition Article 8 – Sedimentation and Erosion Control, Article 9 – Protection of Environmental Resources and Article 10 - Environmental Protection Plan. The requirements of Articles 8, 9 and 10 shall not apply to this project; however, the Contractor shall responsible for any such requirements to the extent set forth in the Technical Specifications or elsewhere in the Contract Documents.

ARTICLE 16. MOBILIZATION AND DEMOBILIZATION
The costs of Mobilization and Demobilization for the project shall be included in the contract bid amount. No separate payment shall be made for Mobilization and/or Demobilization.

ARTICLE 17. IMPROVEMENT LOCATION AND TOPOGRAPHICAL SURVEY
Completion of an Improvement Location Survey is <u>not</u> required for this Project.

ARTICLE 18. ADDENDUM TO GENERAL CONDITIONS ARTICLE 93
In lieu of the daily reports required in Article 93 of the general conditions, the contractor shall provide said reports weekly.

ARTICLE 19. INTENT OF DRAWINGS - NOT USED

ARTICLE 20. ADDENDUM TO GENERAL CONDITION ARTICLE 31
Reference is made to General Condition Article 31 – Use of Premises and Removal of Debris. During the progress of the work, the Contractor shall keep the construction areas in a neat condition, free from accumulations of waste materials and rubbish. Lunch papers, bottles, lumber cut-offs, drinking cups and like rubbish shall be removed from the site daily. No alcoholic beverages will be permitted at the construction site(s).

On or before the completion of the work and before acceptance and final payment shall be made, the Contractor shall clean and remove, from the site and adjacent property all surplus and discarded

materials, rubbish, and temporary structures and restore, in an acceptable manner, all property and leave the whole area in a neat and presentable condition.

ARTICLE 21. ADDENDUM TO GENERAL CONDITION ARTICLE 48
Reference is made to General Condition Article 48 – **CITY OF WATERBURY ORDINANCE CHAPTER 34.** The City's GOOD JOBS ORDINANCE (Code of Ordinances Chapter 34) does not apply to RFP#8873 work.

END OF SECTION

GENERAL CONDITIONS

INDEX TO GENERAL CONDITIONS

ARTICLE	TITLE	PAGE
1.	PLANS AND SPECIFICATIONS AT THE SITE	GC-1
2.	CONSTRUCTION PROGRESS SCHEDULE	GC-1
3.	ESTIMATED QUANTITIES	GC-2
4.	SCHEDULE OF VALUES; APPLICATION FOR PAYMENT	GC-3
5.	PROGRESS PAYMENTS	GC-3
6.	INSPECTION AND TESTS	GC-3
7.	UTILITIES	GC-4
8.	SEDIMENTATION AND EROSION CONTROL	GC-4
9.	PROTECTION OF ENVIRONMENTAL RESOURCES	GC-4
10.	ENVIRONMENTAL PROTECTION PLAN	GC-5
11.	TEMPORARY UTILITIES	GC-6
12.	ABBREVIATIONS	GC-6
13.	SUBSURFACE EXPLORATION	GC-7
14.	CONTRACT AND CONTRACT DOCUMENTS	GC-7
15.	SHOP DRAWINGS, CATALOG CUTS AND SAMPLES	GC-8
16.	CONTRACTOR'S TITLE TO MATERIALS	GC-9
17.	"OR EQUAL" CLAUSES	GC-9
18.	REPRESENTATIONS OF THE CONTRACTOR	GC-9
19.	PROTECTION OF WORK AND PROPERTY (EMERGENCY)	GC-9
20.	WEATHER CONDITIONS	GC-10
21.	SUBLETTING	GC-10
22.	SUBSTITUTE BOND	GC-10
23.	RIGHT TO WITHHOLD PAYMENTS	GC-11
24.	PAYMENTS BY CONTRACTOR	GC-11
25.	NOTICE OF WARNING	GC-11
26.	PROGRESS MEETINGS.	GC-11
27.	PERMITS	GC-11
28.	RIGHT TO USE THE WORK	GC-12
29.	PROVISIONS REQUIRED BY LAW	GC-12
30.	WAIVER	GC-12
31.	USE OF PREMISES AND REMOVAL OF DEBRIS	GC-12
32.	RIGHT OF WAY AND SUSPENSION OF WORK	GC-12
33.	CONSTRUCTION EQUIPMENT AND MACHINERY	GC-12

INDEX TO GENERAL CONDITIONS

ARTICLE	TITLE	PAGE
34.	GENERAL GUARANTEE	GC-13
35.	PROCEDURE IN CONSTRUCTION	GC-13
36.	APPRENTICES	GC-14
37.	CONTROL OF WORK	GC-14
38.	CITY'S CONTROL NOT LIMITED	GC-14
39.	AUTHORITY AND DUTIES OF INSPECTORS	GC-14
40.	INSPECTION AND CORRECTION OF WORK	GC-14
41.	CONTRACTOR'S OBLIGATIONS	GC-15
42.	TOILET ACCOMMODATIONS AND DRINKING WATER	GC-15
43.	SAFETY AND HEALTH REGULATIONS	GC-15
44.	OWNERSHIP OF DRAWINGS AND SPECIFICATIONS	GC-16
45.	RESIDENTS' PREFERENCE IN WORK ON OTHER PUBLIC FACILITIES	GC-16
46.	LISTING OF EMPLOYMENT OPENINGS	GC-16
47.	SERVICE OF PROCESS	GC-16
48.	CITY OF WATERBURY ORDINANCE CHAPTER 34	GC-16
49.	WAGE RATES	GC-16
50.	SCHEDULE AND POSTING OF MINIMUM WAGE RATES	GC-17
51.	COMPUTATION OF WAGES AND OVERTIME COMPENSATION	GC-17
52.	WAGE UNDERPAYMENTS AND ADJUSTMENTS	GC-17
53.	CONFORMANCE OF WORK	GC-17
54.	DIMENSIONS AND SCHEDULES	GC-18
55.	PROTECTION FROM STORM	GC-18
56.	PROTECTION OF WORK AND MATERIALS	GC-18
57.	FURTHER SAFEGUARDS	GC-18
58.	FIRST AID TO INJURED	GC-18
59.	CONFORMANCE WITH DIRECTIONS	GC-18
60.	COMPETENT HELP TO BE EMPLOYED	GC-18
61.	STREETS AND SIDEWALKS TO BE KEPT OPEN	GC-18
62.	LIGHTS, BARRIERS, FENCES, WATCHMEN & INDEMNITY	GC-19
63.	WORK OUTSIDE REGULAR HOURS	GC-19
64.	BUS LINE INERFERENCE	GC-20
65.	COLD WEATHER WORK	GC-20
66.	BLASTING AND EXPLOSIVES	GC-20

INDEX TO GENERAL CONDITIONS

ARTICLE	TITLE	PAGE
67.	TUNNELING	GC-20
68.	RESERVED MATERIALS/EXCAVATED MATERIALS	GC-20
69.	OBSTRUCTIONS AND CROSSOVERS	GC-21
70.	DIRECTIONAL SIGNS AND LIGHTS	GC-21
71.	MAINTENANCE OF WORKPLACE	GC-21
72.	OPERATIONS AT SEVERAL POINTS	GC-21
73.	INTERFERENCE WITH EXISTING STRUCTURES	GC-21
74.	TURF, TOPSOIL AND OTHER REPLACEMENT ITEMS	GC-22
75.	MATERIALS	GC-22
76.	DEFECTIVE MATERIALS	GC-22
77.	INSPECTION AND TESTING OF FURNISHED MATERIALS.	GC-22
78.	SAMPLES AND ORDERING LISTS	GC-22
79.	SANITARY CONVENIENCES	GC-22
80.	FINISHING AND CLEANING UP	GC-23
81.	RIGHTS OF ACCESS	GC-23
82.	WORK BY OTHERS	GC-23
83.	WORK WITHIN THE LIMITS OF PRIVATE PROPERTY	GC-23
84.	LOADING	GC-24
85.	COMPLETION OF WORK	GC-24
86.	DUST AND SPILLAGE CONTROL	GC-24
87.	CARE OF THE WORK	GC-25
88.	EMERGENCY WORK	GC-25
89.	FIRE PREVENTION AND PROTECTION	GC-25
90.	PLANIMETER	GC-25
91.	SUPERINTENDENCE	GC-25
92.	CONTRACT ADMINISTRATION COSTS - OUTSIDE REGULAR HOURS	GC-25
93.	DAILY REPORTS	GC-26
94.	MATERIAL AND WORKMANSHIP	GC-26
95.	TEMPORARY WATER SUPPLY	GC-26
96.	FITTING AND COORDINATION OF WORK	GC-26
97.	ARCHEOLOGICAL FINDS	GC-26
98.	EXCAVATIONS NEAR UNDERGROUND UTILITIES	GC-27
99.	WATER QUALITY OF WELLS.	GC-27

INDEX TO GENERAL CONDITIONS

ARTICLE	TITLE	PAGE
100.	WORK IN STATE HIGHWAYS	GC-27
101.	EXISTING INSPECTION REPORTS	GC-27
102.	TEST REPORTS; CERTIFICATES OF COMPLIANCE AND SHIPPING LISTS	GC-28
103.	CLEANING FINISHED WORK	GC-28
104.	THIS SECTION INTENTIONALLY OMITTED	GC-28
105.	COMPLIANCE TO ACTS AND EXECUTIVE ORDERS	GC-28
106.	SEMI - FINAL INSPECTION	GC-28
107.	CERTIFICATE OF FINAL COMPLETION	GC-28
108.	SEMI-FINAL PAYMENT APPLICATION	GC-28
109.	FINAL ACCEPTANCE OF PROJECT	GC-29
110.	FINAL ESTIMATE	GC-29
111.	CERTIFICATION OF FINAL PAYMENT	GC-29
112.	ACCEPTANCE OF FINAL PAYMENT	GC-29

GENERAL CONDITIONS

INTRODUCTORY NOTE:

These General Conditions supplement the provisions and requirements of Contract and modify all Contract Documents which follow it numerically, as set forth in Section 1.2 of the Contract. The General Conditions may be amended, revised or supplemented by the Special Conditions which are project specific. The Contractor's attention is directed to the attached Special Conditions for any amendments, revisions or supplements to the General Conditions for this project. The terms used in these General Conditions which are defined in the Contract have the meanings assigned to them in said Contract.

This section applies equally and specifically to all contractors supplying labor and/or equipment and/or materials for this Project and all drawings, specifications and general provisions of the Contract apply to these General Conditions. Where items of the Contract are repeated, it is intended to call particular attention to or qualify them; it is not intended that any other parts of the Contract shall be assumed to be omitted if not repeated herein.

Unless expressly provided for otherwise, the costs associated with all work under the General Conditions shall be included in Contractor's Total Bid Price (also referred to as Contract Total Compensation amount).

ARTICLE 1. PLANS AND SPECIFICATIONS AT THE SITE

1.01 The Contractor shall maintain at the Project site two (2) copies of all Plans, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, Schedules and Instructions, in good order. One copy is to be marked to record all changes made during construction. These shall be available at all times to the Project Engineer and the City or their authorized representatives. At the conclusion of construction, the Contractor is to turn one (1) corrected set over to the Project Engineer.

ARTICLE 2. CONSTRUCTION PROGRESS SCHEDULE

2.01 Within seven (7) calendar days of the written Notice to Proceed, and prior to commencement of any work on site, the Contractor shall prepare and submit for the approval of the City three (3) copies of a complete Construction Progress Schedule which shall be comprised of a critical path method network. (At the same time, the Contractor shall submit the Schedule of Values, Sedimentation and Erosion Control Measures, Water Control Plan and Environmental Protection Plan, as outlined in the various Articles of these General Conditions).

The critical path of the Project must be identified on the Construction Progress Schedule which shall provide a workable plan for monitoring the progress of all the elements of the Project, establish and clearly display the critical elements of the Work, on which each part or division of the Work is expected to be started and completed, forecast completion of the elements of the Project, and match the Contract duration in time. The Construction Progress Schedule shall also indicate the logic of the work for the major elements and components of work under the Contract, such as the planned mobilization of plant and equipment, sequences of operations, procurement of materials and equipment, duration of activities, type of relationship, lag time (if any), and such other information as it is necessary to present a clear statement of the intended activities.

2.02 The Construction Progress Schedule shall, at a minimum, indicate the proposed scheduling of all major items of work and Project components. The schedule shall state the methods for doing each portion of the work and show the significant on-site construction activities with planned early/late start early/late completion dates and total float for each activity, including activities of the Contractor, subcontractors, fabricators, and suppliers to ensure adequate planning and communication. Activities shall include, the following items, as applicable: (a) milestone events; (b) seasonal weather limitations (c) the procurement and fabrication of materials, plant and equipment and any associated submittals; (d) the order in which the Contractor proposes to complete activities; (e) temporary structures or systems; (f) major construction or work zone traffic control stages; (g) activities assigned to Utilities, railroads and other parties; (h) activities assigned to the City and other State or municipal entities; (i) sampling and testing of materials; (j) settlement, surcharge or cure periods; (k) punch list work, (l) inspection activities assigned to the City, including final inspection and (m) all project closeout activities and requirements. The Contractor shall evaluate the status of the Project at least monthly, comparing it to the original schedule, which shall be revised as required herein. The Contractor shall notify the Project Engineer immediately of any circumstances that may affect the current schedule.

Upon approval of the initial Construction Progress Schedule by the Project Engineer, this schedule shall also be referred to as

the "Baseline Construction Progress Schedule" or "Baseline Schedule."

2.03 The Contractor shall perform the work of this Contract to satisfy the approved Construction Progress Schedule; However, the Project Engineer and City reserve the right to amend and alter the Construction Progress Schedule, as approved, at any time and in a manner which the Project Engineer deems to be in the best interests of the City. The latest version of the Construction Progress Schedule, as amended and approved by the Project Engineer, shall also be referred to as the "Current Construction Progress Schedule" or "Current Schedule." The approval of the Construction Progress Schedule, or any revision thereof, shall in no way waive the requirements of the Contract nor shall it excuse the Contractor from any obligations under the Contract.

2.04 The Contractor shall be required to execute his work in accordance with the Construction Progress and in accordance with any additional requirements specified herein and/or revisions approved by the Project Engineer.

The Construction Progress Schedule shall forecast the times for doing each portion of the work. The Contractor shall arrange the work under this Contract to conform with the Construction Progress Schedule, as it may be revised by the Project Engineer from time to time, at no additional expense to the City.

Until Final Completion of the work, Contractor shall continually evaluate the status of the Project, comparing it to the current Construction Progress Schedule, or approved revision thereof. The Contractor shall notify the Project Engineer immediately of any circumstances that may affect the Current Schedule, or any component thereof.

2.05 The Contractor must use Primavera P6 or Oracle or City-approved equal software to prepare, maintain and update the Construction Progress Schedule.

2.06 Contractor shall provide the following:

Monthly Updates: Each month, as of a calendar date mutually acceptable to the Contractor and to the Project Engineer, the Contractor shall deliver to the Engineer three (3) prints of all required schedule diagrams and tabulations. In addition, the Contractor shall deliver one (1) copy of the project backup data CD-ROM(s), which includes all Primavera project files. The schedule shall be updated to show the work actually accomplished during the preceding months, the actual time consumed for each activity, and the estimated time remaining for any activity which has been started but not completed.

Biweekly Schedules: Each week, the Contractor shall be required to produce and submit to the Project Engineer a biweekly schedule showing all activities planned for the following two week period. This short term schedule may be handwritten; however a two week "look ahead" filter from the Construction Progress Schedule is preferred. The biweekly schedule shall clearly indicate all work planned on a crew basis for the two week period.

Recovery Schedules: If completion of any part of the work, delivery of equipment or materials, or submission of submittals or required documentation is behind the approved Construction Progress Schedule and will impact the end date of the work past the Contract completion dates (create negative float), the Contractor shall submit in writing, a revised Construction Project Schedule acceptable to the City for completing the work on or before the current Contract completion dates.

The revised Construction Project Schedule shall take some or all of the following actions to demonstrate the manner in which an acceptable rate of progress will be regained, by the following methods:

- Increase construction manpower in such quantities and crafts as shall substantially eliminate the backlog of work and meet the current Contract completion date.
- Increase the number of working hours per shift, the number of shifts per day, the number of work days per week, or the amount of construction equipment, or any combination of the foregoing
- Reschedule work items to achieve concurrent accomplishment of work activities.

Under no circumstances will the adding of equipment or construction forces, increasing the working hours, or employing any other method, manner, or procedure to return to the contractually required completion dates be a justification for additional compensation to the Contractor.

ARTICLE 3. ESTIMATED QUANTITIES

3.01 Any Estimated Quantities for the Project furnished on the Bid Form are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work. Within the limits of available funds, the

Contractor will be required to complete the work specified herein at the unit prices provided in the Bid Form whether it involves quantities greater or lesser than the estimate. The Contractor will be compensated only for work actually performed.

ARTICLE 4. SCHEDULE OF VALUES; APPLICATION FOR PAYMENT

4.01 Within one (1) week after the Notice to Proceed, as a basis for estimating progress payments, the Contractor shall submit for the approval of the City, on forms provided by the City, a certified Schedule of Values,for lump sum bid items broken down into quantities and unit costs for the various parts of the work, divided as may be directed and aggregating the total sum of the Contract; and if required, he shall submit evidence supporting this schedule.

4.02 The Contractor's requisition for payment shall be submitted on forms provided by the City and shall be in such numbers of copies as may be designated by the City. Sample forms are included in the Bid Documents. Alternate payment application forms may be utilized provided they are approved by the City, in writing, prior to submission by the Contractor.

4.03 If the Project is funded by multiple funding sources, the Contractor may be required to submit separate requisitions for payment to each source, on the forms provided by each source and in accord with all requirements of each individual funding source.

4.04 For Lump Sum bid items, the requirements for the Schedule of Values are further defined as follows: a) the Schedule of Values shall delineate the various tasks that comprise the lump sum bid item. Each item in the Schedule of Values shall include its proper share of overhead and profit. This schedule, when accepted by Project Engineer, shall only be used as a basis for Contractor's periodic payment applications. No payment will be made to Contractor until such Schedule has been submitted and accepted by Project Engineer, and b) the lump sum bid item shall break the bid price down sufficiently to provide a convenient and realistic means for determining the amount of work done during various stages of progress.

ARTICLE 5. PROGRESS PAYMENTS

5.01 The City will review the Contractor's monthly requisitions for Progress Payments to arrive at what is, in its opinion, a fair and just estimate of the materials suitably stored on the site and the amount of work performed on the Contract. At its discretion, the City may allow to be included in the monthly requisitions materials stored off the site. In the event the City allows the Contractor to include in its requisitions payments for materials stored off the site, the Contractor shall also submit any additional bonds and/or insurance certificates relating to off-site stored material, and follow such other procedures as may be required by the City.

5.02 In making such Progress Payments for the Project, retainage shall be held in the amount of 5 % of the value of work completed to date. The Retainage does not include additional sums that the City may withhold due to the Contractors failure to comply with construction plans, specifications etc. deemed provisions of this contract.

5.03 Where prices are not broken down sufficiently in the Schedule of Values to accurately determine the value of work completed, Project Engineer will estimate the value of work completed and will deduct some amount so as to arrive at a conservative value which will allow City to easily complete the Work with the unpaid balance. When the required detail in the Schedule of Values is not provided by Contractor, Contractor agrees to accept Project Engineer's determinations.

ARTICLE 6. INSPECTION AND TESTS

6.01 All material and workmanship (if not otherwise designated by the Specifications) shall be subject to inspection, examination and testing by the City and/or Project Engineer at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction is carried on. Notice of the time of all tests to be made at the site shall be given to all interested parties.

6.02 Contractor must obtain the Engineer's approval of any sources of materials to be incorporated into the Project before beginning to use them for the Project. Approval of material sources shall be in accordance with Section 1.06 of Form 817.

6.03 If, at any time before final acceptance of the entire Project, the City and/or Project Engineer considers it necessary or advisable to examine any portion of the Project already completed by removing or testing out the same, the Contractor shall upon request furnish promptly all necessary facilities, labor and materials. If such work is found to be defective in any material respect because of a fault of the Contractor or any of its subcontractors, or if any work shall have been covered over without the approval or consent of the City (whether or not it is found to be defective), the Contractor shall be liable for testing costs and all costs of correction, including labor, material, services of required consultants, additional supervision and administrative costs.

6.04 Unless expressly provided for otherwise, for Projects that include material testing to ensure compliance with the Technical Specifications, the Contractor shall be responsible for all testing as required in the relevant sections of the Technical Specifications.

ARTICLE 7. UTILITIES

7.01 The accuracy and completeness of the utility information shown on the Plans is not guaranteed. The Contractor shall make its own investigation of the extent and location of utilities and of the possibility of relocation work by the utility companies, and shall plan its operations accordingly. No claim for any delays, damage or extra work occasioned thereby will be allowed.

7.02 The Contractor shall allow others access to the Project for the purpose of placing, relocating or maintaining utilities, and he shall cooperate in every way in the performance of this Project.

7.03 The Contractor shall notify the utility owners well in advance of the time the Contractor proposes to perform any work which would endanger utility installations, and the Contractor shall cooperate with the utility owners in relocating and/or protecting such installations during construction operations.

7.04 No payment will be made to the Contractor for locating, protecting and making arrangements for relocating public utilities or for any delays caused thereby. The Contractor shall include all costs of this Project in other scheduled items of the Contract.

ARTICLE 8. SEDIMENTATION AND EROSION CONTROL

8.01 All watercourses shall be protected from sedimentation, both during and after construction. The Contractor shall control erosion and sedimentation problems in accordance with Connecticut Guidelines for Soil Erosion and Sediment Control prepared by the Connecticut Council on Soil and Water Conservation, dated 2002, as amended.

8.02 The Contractor shall submit the Sedimentation and Erosion Control Plan for the approval of the Project Engineer within seven (7) calendar days after the Notice to Proceed.

8.03 The Contractor shall be responsible for providing silt fences, staked haybales and other temporary erosion control measures which may be required to properly complete this Project. No extra compensation will be allowed, due to water or precipitation levels fluctuation.

ARTICLE 9. PROTECTION OF ENVIRONMENTAL RESOURCES

9.01 The environmental resources within the Project boundaries and those affected outside the limits of permanent work under this Contract shall be protected during the entire period of this Contract. The Contractor shall confine its activities to areas defined by the Plans and Specifications. Environmental protection shall be as stated in the following subparagraphs:

A. Prior to the beginning of any construction, the Contractor shall identify all land resources to be preserved within the work area. The Contractor shall not remove, cut, deface, injure or destroy land resources including trees, shrubs, vines, grasses, top soil and land forms without special written permission from the property owner. No ropes, cables or guys shall be fastened or attached to any trees for anchorage unless specifically authorized. Where such special emergency use is permitted, the Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs.

B. Prior to any construction, the Contractor shall mark the areas that are not required to accomplish all work to be performed under the Contract. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible. The Contractor shall convey to its personnel the purpose of marking and/or protection of all necessary objects.

C. Trees, shrubs, vines, grasses, land forms and other landscape features indicated and defined on the Plans to be preserved shall be clearly identified by marking, fencing or wrapping with boards, or any other approved techniques.

D. Earthwork brought to final grade shall be finished as indicated and specified. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earth work shall be planned and conducted to minimize the duration of exposure of unprotected soils. Except in instances where the constructed feature obscures borrow areas, quarries and waste material areas, these areas shall not initially be cleared in total. Clearing of such areas shall progress in reasonably sized increments as needed to use the areas developed as approved by the City and/or Project Engineer.

E. Runoff from the construction site shall be controlled by the construction of diversion ditches, benches and berms to retard and divert runoff to protected drainage courses, and any measures required by area wide plans approved under Paragraph 208 of the Clean Water Act, as amended.

F. The Contractor shall construct or install all temporary erosion control features as indicated in the submitted Sedimentation and Erosion Control Plans, or directed by the City and/or Project Engineer. Temporary erosion control measures such as berms, dikes, drains, grassing and mulching shall be maintained until construction of the Project is completed.

G. The Contractor's field offices, staging areas, stockpile storage and temporary buildings shall be placed in areas designated on the submitted Plan. Temporary movement or relocation of the Contractor's facilities shall be made only on approval by the City and/or Project Engineer.

H. Borrow areas shall be managed to minimize erosion and to prevent sediment from entering nearby watercourses.

I. Spoil areas shall be managed and controlled to limit spoil areas and to prevent erosion of soil or sediment from entering nearby watercourses. Spoil areas shall be developed in accordance with the grading plan indicated on the Plans.

ARTICLE 10. ENVIRONMENTAL PROTECTION PLAN

10.01 Within seven (7) calendar days after the Notice to Proceed, and prior to commencement of any work on site, the Contractor shall submit an Environmental Protection Plan for the approval of the City in accordance with the provisions herein specified. The plan shall include but not be limited to the following:

A. A list of Federal, State and Local laws and regulations concerning environmental protection, pollution control and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws and regulations.

B. Methods for protection of features to be preserved within authorized work areas. The Contractor shall prepare a listing of methods to protect resources needing protection, i.e., trees, shrubs, vines, grasses and groundcover, landscape features, air and water quality, fish and wildlife, soil, historical, archeological and cultural resources.

C. Procedures to be implemented by the Contractor to provide the required environmental protection and to comply with applicable laws and regulations. The Contractor shall set out the procedures to be followed to correct pollution of the environment due to accident, natural causes or failure to follow the procedures set out in accordance with the Environmental Protection Plan.

D. The location of the nearest suitable solid waste disposal area and a permit allowing the Contractor to use those facilities.

E. Drawing showing locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess' or spoil materials.

F. Environmental monitoring plans for the job site, including land, water, air and noise monitoring as necessary, and as required by the Project Engineer.

G. Environmental monitoring and management plans for the any endangered wildlife or plant species as determined by CT DEEP, City or Project Engineer.

H. Traffic control plan when necessary.

I. Methods of protecting surface and ground water during construction activities.

J. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. The plan should include measures for marking the limits of use areas.

ARTICLE 11. TEMPORARY UTILITIES

11.01 Unless expressly otherwise provided for in the Contract Documents the Contractor shall be responsible for determining and supplying at no cost to the City all temporary utilities of any nature whatsoever needed to complete the work. Unless otherwise provided for in the Bid Documents, all necessary temporary utilities shall be installed prior to the start of construction or as order by the engineer.

ARTICLE 12. ABBREVIATIONS

12.01 Where one of the following abbreviations are used in the Specifications, they shall have the meaning set forth opposite each below:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AIEE	American Institute of Electrical Project Engineers
AISC	American Institute of Steel Construction
API	American Petroleum Institute
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
AWG	American (or Brown and Sharpe) Wire Gauge

AWWA	American Water Works Association
CONNDOT	Connecticut Department of Transportation
DEP	Department of Environmental Protection
EDR	Equivalent Direct Radiation
EPA	Environmental Protection Agency
FWQA	Federal Water Quality Administration
IBR	Institute of Radiator and Boiler Manufacturers
MCB	Master Car Builders
NBS	National Bureau of Standards
NEC	National Electrical Code (latest edition)
NEMA	National Electrical Manufacturers Association
NEWWA	New England Water Works Association
NFPA	National Fire Protection Agency
NPT	National Pipe Thread
SMACNA	Sheet Metal and Air Conditioning Association
OS&Y	Outside Screw and Yoke
STL.WG	United States Steel Wire, Washburn and Moen, American Steel And Wire Companies and Roebling Gauge
USS GAUGE	United States Standard Gauge
WOG	Water, Oil, Gas
WSP	Water Steam Pressure
"Federal Specification"	A Federal specification issued by the Federal Supply Services Administration, Washington, D.C.

ARTICLE 13. SUBSURFACE EXPLORATION

13.01 Where applicable, boring logs, probes and related information contain data regarding subsurface conditions at the dates and location indicated. This information is shown for the convenience of the Contractor, but is not guaranteed to be correct or complete, and it is not warranted that it represents a true or approximately true picture of the actual subsurface conditions to be encountered. The boring log data is contained within the Notice to Contractor – Pavement Core and Boring Log Data

ARTICLE 14. CONTRACT AND CONTRACT DOCUMENTS

14.01 Deleted

14.02 The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the priority of the documents shall be in accordance with Section 1.2 of the Contract.

ARTICLE 15. SHOP DRAWINGS, CATALOG CUTS AND SAMPLES

15.01 The Contractor shall promptly submit to the Project Engineer five copies of each submittal prepared in accordance with the approved schedule. After examination of such submittal by the Project Engineer and the return thereof, the Contractor shall make such corrections to the submittal as have been indicated and shall furnish the Project Engineer with five corrected copies. If requested by the Project Engineer, the Contractor must furnish additional copies. Regardless of corrections made on, or approvals given to, such submittal by the Project Engineer, the Contractor shall nevertheless be responsible for the accuracy of such submittal. The Contractor shall also be responsible for the submittal's conformity to the Submittal and Specifications, unless the Contractor notifies the Project Engineer in writing of any deviations at the time of submission of the submittal.

15.02 Submittal of all fabricated work shall be submitted to the Project Engineer and no work shall be fabricated unless it is done at the Contractor's own risk until approval has been given by the Project Engineer and City.

15.03 The Contractor shall submit all submittals on dates sufficiently in advance of requirements in order to enable the Project Engineer and City to properly review them. This period shall include time to correct, resubmit and recheck, if necessary, and no claim for delay will be granted to the Contractor because of the Contractor's failure in this respect. The Project Engineer and City will be given a minimum of four (4) weeks for the initial review of each submitted submittal.

15.04 All submitted submittals must bear the approval stamp of the Contractor and reference conformance to the applicable provisions of the Specifications as evidence that the Contractor has checked the drawings. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmission. If the submittals show variations from the requirements of the Contract Documents because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in the letter of submission to the Project Engineer. If the variation is acceptable to the Project Engineer and City, suitable action may be taken for proper adjustment. If not acceptable, the Contractor shall not be relieved from the responsibility for executing the work in accordance with the Contract Documents, although such submittals had been approved.

15.05 Where submittals are submitted by the Contractor that indicate a departure from the Contract Drawings which the Project Engineer deems to be a minor adjustment and in the City's interest and not involving a change in the Contract price or an extension in time, then the Project Engineer may approve the drawings. Such approval will contain, in substance the following:

> The modification shown on the attached drawings is approved in The interest of the City to effect an improvement for the project and is ordered with the understanding that it does not involve any change in the Contract price or time. The modification is generally subject to all Contract stipulations and covenants and it is without prejudice to any and all rights of the City under the Contract.

The approval of submittals will be general and shall not relieve the Contractor from the responsibility for adherence to the Contract nor of the responsibility for any errors that may exist.

15.06 The Contractor agrees to hold the Project Engineer and the City harmless and to defend them against damage or claims for damages arising out of injury to others or to property of third parties which result from errors on shop or working drawings, whether or not they have been approved by the Project Engineer and/or the City.

ARTICLE 16. CONTRACTOR'S TITLE TO MATERIALS

16.01 No material, supplies or equipment for the work shall be purchased by the Contractor, or by any Subcontractor, subject to any chattel mortgage or under any conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies and equipment installed or incorporated in the work. The Contractor further warrants that, upon completion of all work, he will deliver the premises, together with all improvements and appurtenances constructed thereon, to the City free of any claims, liens, charges or encumbrances. The Contractor further warrants that neither the Contractor nor any person, firm or corporation furnishing any material, labor or equipment for any work covered by this Contract shall have a right to lien upon the premises or any improvement or appurtenance thereon.

ARTICLE 17. "OR EQUAL" CLAUSES

17.01 Unless otherwise provided for in the Bid Documents, the Contract will be on the basis of material and equipment described on the Bid Documents without consideration of possible substitute or "equal" items. However, subsequent to award of the Work, whenever a material or article required is specified or shown on the plans by using the name of a proprietary product or of a particular vendor or manufacturer, any materials or article which, in the sole discretion of the Project Engineer, is equal or superior to the specified item to material, may be considered an "equal." Requests for substitutions must be supported by evidence such as technical data, test results, or other pertinent information that demonstrate that the substitute offered is equal or better than the specification's requirements. Such items shall not be purchased or installed without the written approval of the Project Engineer. In all cases, only new materials shall be used for the work.

ARTICLE 18. REPRESENTATIONS OF THE CONTRACTOR

18.01 The Contractor represents and warrants:

(a) That he is financially solvent and that he is experienced and competent to perform the type of work or to furnish the plant, material or equipment to be performed or furnished by him; and

(b) That he is familiar with all Federal, State and municipal laws, ordinances, orders and regulations which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and

(c) That such permanent and temporary work required by the Contract Documents to be done can be satisfactorily constructed and be used for the purpose for which it is intended, and that such construction will not injure any person nor damage any property; and

(d) That he has carefully examined the drawings, specifications and addendum (or addenda) if any, and the site of the work, and that, from his own investigations, he has satisfied himself as to the nature, quality and quantity of surface and subsurface materials likely to be encountered; of the character of equipment required for the work; of other facilities needed for the performance of the work; of the general and local conditions and of all other materials which in any way may affect the work and its performance; and

(e) That he is aware of the hazards involved in the work and the danger to life and property both evident and inherent and that he will conduct the work in a careful and safe manner without injury to persons or property; and that he can provide the necessary equipment, labor and materials to complete the contract work within the specified contract duration.

ARTICLE 19. PROTECTION OF WORK AND PROPERTY (EMERGENCY)

19.01 The Contractor shall at all times safely guard and protect the City's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such is caused directly by errors contained in the Contract or by the City or his duly authorized representatives.

19.02 In case of an emergency that threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act in a diligent manner without previous instructions from the City. He shall notify the City immediately thereafter.

19.03 Where the Contractor has not taken action but has notified the City of an emergency threatening injury to persons or damage to the work or to any adjoining property, he shall act as instructed or as authorized by the City.

19.04 The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided elsewhere in the Contract Documents.

ARTICLE 20. WEATHER CONDITIONS

20.01 In case of temporary suspension of the work, or during inclement weather, or whenever the City shall direct, the Contractor shall carefully protect his work and materials against damage or injury from the weather. The Contractor shall cause all his subcontractors to provide the same protection for their portion of the work. If, in the opinion of the City, any work or material was damaged or injured by reason of failure on the part of the Contractor, or any of his subcontractors, so to protect his work, or otherwise damaged by the negligence of the Contractor or any of his subcontractors or their agents or servants, or is otherwise defective, such materials shall be removed and replaced at the expense of the Contractor.

20.02 Deleted

ARTICLE 21. SUBLETTING

21.01 The Contractor is not to assign, transfer or sublet the Contract in whole or in part to any other person or persons without written permission from the City. The Contractor cannot abridge the terms of the Contract in any way without written permission of the City. The Contractor must keep the Contract in his name and control until all work is completed and accepted by the City. The Contractor shall likewise not assign any of the money payable under this Contract. Approval by the City of the subletting of any part of the work shall not, under any circumstances, relieve the Contractor or his Surety of any liabilities or obligations under the terms of the Contract Documents.

21.02 The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of the persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Should any subcontractor violate any of the terms of these specifications, the City may, at its option, require the Contractor to end and terminate such subcontract.

21.03 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the Contract and the General Conditions and other provisions of the Contract Documents. This language is to be applicable insofar as necessary to the work and is to give the Contractor the same power over as regards terminating any subcontract as the City may exercise over the Contractor under any provisions of the Contract Documents.

21.04 Nothing contained in this Contract shall create any contractual relation between the City and any subcontractor.

ARTICLE 22. SUBSTITUTE BOND

22.01 If, at any time, the Contractor's Surety or Sureties, or the carriers of other insurance herein specified to be written, become insolvent or, in a reasonable judgment of the City, become unsafe or unsound then, upon five (5) calendar days written notice from the City to the Contractor, the Contractor shall substitute such Performance and Labor and Material and Payment Bond or insurance with such other Surety or carrier in such form as shall be acceptable to the City. Any additional premium caused by such substitution shall be paid for by the Contractor. No further payments will be deemed due nor will be made until the new Surety or Sureties have furnished such an acceptable bond to the City.

ARTICLE 23. RIGHT TO WITHHOLD PAYMENTS

23.01 The City may withhold from the Contractor so much of any approved payments due as may in the judgment of the City be necessary to:

1. Assure the payment of any lien, stop notice or claim, filed with the City for work, labor, or materials done, performed or delivered and used in the prosecution of the work herein provided for (whether in strictly legal form or otherwise)
2. Protect the City from loss due to defective work not remedied or through any improper or defective machinery, implements or appliances used by the Contractor or for failure of the Contractor to fully comply with any requirements of the Contract
3. Protect the City from loss due to injury to persons or damage to work or property of other contractors, subcontractors or others caused by the act' or neglect of the Contactor or any subcontractors.

23.02 The City shall have the right, as agent for the Contractor, to apply any amounts so withheld in such manner as the City may deem proper to satisfy such claims or to secure such protection. Such applications of such money shall be deemed payments to the account of the Contractor.

ARTICLE 24. PAYMENTS BY CONTRACTOR

24.01 The Contractor shall pay:

1. For all material, tools and other expendable equipment to the extent of one-hundred per cent (100%) of the cost thereof, not later than the 30th calendar day of the month following the completion of that part of the work in or on which such material, tools and other expendable equipment are incorporated.
2. To each of the subcontractors not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by the subcontractors to the extent of such subcontractor's interest therein.

ARTICLE 25. DELETED

ARTICLE 26. PROGRESS MEETINGS

26.01 Progress meetings will be held weekly at locations, dates and times selected by the City for the purpose of reviewing, scheduling and coordinating the Project's progress as well as other matters.

ARTICLE 27. PERMITS

27.01 The Contractor shall keep himself fully informed of all existing and current Municipal, State or Federal ordinances, regulations or laws in any way limiting or controlling the operations or actions of those engaged in the work or affecting the materials supplied to or by them. The Contractor shall at all times observe and comply with all such valid and binding ordinances, laws or regulations. The Contractor shall protect and indemnify the City and its representatives against any claims arising from, or based upon, any violation of the same.

ARTICLE 28. DELETED

ARTICLE 29. DELETED

ARTICLE 30. WAIVER

30.01 Neither the inspection by the City or Project Engineer or by any of their employees; nor any order, measurement or certificate by the Project Engineer; nor any order by the City for the payment of any money; nor any payment for or acceptance of the whole or any of the work by the Project Engineer for the City; nor any extension of time; nor any possession taken by the City or its employees shall operate as a waiver of any provision of this Contract or of any power herein reserved to the City. Nor shall such action waive any right to damages herein provided. Nor shall any waiver of any breach of the Contract constitute a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be construed as cumulative - i.e. in addition to each and every other remedy herein provided.

ARTICLE 31. USE OF PREMISES AND REMOVAL OF DEBRIS

31.01 The Contractor expressly undertakes at his/her own expense:

1. To take every precaution against injuries to persons or damage to property.
2. To store apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the work of any other contractor.
3. To place upon the work or any portion thereof only such loads as are consistent with the safety of that portion of the work.
4. To frequently clean up all refuse, rubbish, scrap materials and debris caused by the Contractor's operations to the end that at all times the site of the work shall present a neat, orderly and work manlike appearance.
5. To remove all surplus material; falsework; temporary structures including foundations thereof; plant of any description and debris of any nature resulting from the Contractor's operations before final payment is made.
6. To put the site in a neat orderly condition, to remove all clean-up materials, to remove such materials from the construction site, and to deposit them in a refuse disposal site at his/her expense.
7. To effect all cutting, fitting or patching of work required to make the same conform to the Drawings and Specifications and, except with the consent of the City, not to cut or other wise alter the work of any other contractor.

ARTICLE 32. RIGHT-OF-WAY AND SUSPENSION OF WORK

32.01 Land and rights-of-way for the purposes of this Contract will be furnished by the City to the extent shown on the Drawings. The City will use diligence in acquiring said land and rights-of-way as speedily as possible. However, it is possible that not all land and rights-of-way will be obtained as herein contemplated before construction commences. In such case the Contractor shall begin the work upon such land and rights of-way as the City may have previously acquired. No claim for damages whatsoever will be allowed by reasons of the delay in obtaining the remaining lands and/or rights-of-way. Should the City be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of litigation or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to withdraw from the Contract because of these occurrences. In the event of any of the above occurrences, the time for completion of the work may be extended in the manner provided elsewhere in the Contract Documents.

ARTICLE 33. CONSTRUCTION EQUIPMENT AND MACHINERY

33.01 The Contractor shall furnish and maintain, at its own cost and risk, all tools, apparatus and appliances, hoists and/or cranes and power for same, scaffolding, runways, ladders, temporary supports and bracing and all other similar work or material necessary to insure speed, convenience and safety in the execution of its Contract. All such items shall be subject to approval of the City, upon the Project Engineer's recommendation, as to general stability, type and location, but the responsibility for proper design, strength and safety shall remain with the Contractor. All such items shall comply with OSHA regulations and all other applicable codes, statutes, rules and regulations.

33.02 The Contractor shall provide all drains, drainage, ditches and pumping apparatus (including power and attendance for same) that may be necessary to keep all excavations and sub-grade work free from water.

33.03 All machines, equipment, trucks and vehicles used in the prosecution of the work, or in connection therewith, shall be in proper working condition at all times. Only gasoline, electric or diesel engines shall be used for the power in operating equipment.

33.04 The Contractor shall be responsible for curtailing noise, smoke, fumes or other nuisances resulting from the operations. The. Contractor shall, upon written notification from the City or Project Engineer, make any repairs, replacements, adjustments or additions and furnish mufflers when necessary to' fulfill requirements. No oil tanks for fueling equipment shall be stored less than one hundred (100) feet from any watercourse.

33.05 All costs involved in complying with the stipulations outlined shall be included in the various prices bid in the proposal.

ARTICLE 34. GENERAL WARRANTY PERIOD

34.01 If, within the one year Warranty Period as set forth in Section 7 of the Contract, any portion of the work shall, in the opinion of the City, require repairing, replacing or rebuilding, the Contractor shall start such repairs within seven (7) calendar days after receipt of notice from the City. If the Contractor shall fail to or neglect to start the repairs within seven (7) calendar days, the City may employ such other person or persons as it may deem proper to make such repairs. The City will charge the Contractor the cost thereby incurred. Nothing herein provided shall limit the liability of the Contractor or Surety to the City for non-performance of the Contractor's obligations at any time.

34.02 The Payment and Performance Bonds shall remain in full force and effect through the one year Warranty Period.

ARTICLE 35. PROCEDURE IN CONSTRUCTION

35.01 The Contractor shall start work and carry it on at such point or points and in such order of precedence and at times and seasons as may be determined by the City. The Contractor shall complete the various portions of the work in accordance with the schedule approved by the Project Engineer.

35.02 A complete organization, complement of equipment and ample materials shall be on hand before actual work commences. The Contractor shall so arrange his/her organization, plant, equipment and materials so that construction operations will be carried on continuously. The Contractor will not be permitted to reduce the force of workers or remove any equipment from the work if such reduction or removal impairs the progress of the work.

35.03 In the event that the City awards more than one contract to the Contractor, the Contractor shall be required to prosecute the work on each contract simultaneously. The Contractor will be required to maintain a separate and independent organization and staff, labor forces and machinery on each contract in order to complete the work within the time set forth for the respective contracts.

ARTICLE 36. APPRENTICES

36.01 Apprentices shall be permitted to work only under a bonafide apprenticeship program registered either with the State Apprenticeship Council or with the Bureau of Apprenticeship, United States Department of Labor.

ARTICLE 37. CONTROL OF WORK

37.01 The Contractor shall abide by all orders, directions and requirements of the Project Engineer in the performance of the work.

37.02 In the event the Contractor is not personally present at the project site, he/she shall have an a superintendent present at the site that possesses more than adequate communication skills. The superintendent must have proper knowledge of all applicable project requirements and conditions and must have authority to fully represent the Contractor with power to act and to be the recipient of orders and to obey all the instructions of the Project Engineer and/or the City. If proper provision for the carrying out of this stipulation is not made, then the Contractor shall be held responsible for the execution of such orders and instructions which the Project Engineer and/or City may deem necessary to issue to any employee regarding the work. The City or Project Engineer may order the work stopped until a duly authorized representative of the Contractor appears and receives instructions. No claims for damages or for an extension time in which to complete the work because of such delay will be allowed the Contractor.

37.03 In all cases, the Project Engineer shall determine classifications, quantities, quality, acceptability and fitness of the several kinds of work that are to be paid for under the Contract. The Project Engineer and/or City shall interpret the Plans and Specifications and any extra work orders and shall determine all questions in relation to said work and to the construction thereof.

37.04 The Contractor shall not employ any plant, equipment, material, methods or workers to which the City objects. The Contractor shall not remove any plant, materials, equipment or other facilities from the site of the work without the City's permission.

ARTICLE 38. DELETED

ARTICLE 39. AUTHORITY AND DUTIES OF INSPECTORS

39.01 Inspectors shall be authorized to inspect all work done and all materials furnished. Such inspection may extend to all parts of the work and to the preparation or manufacture of the materials to be used. In the case of any dispute arising between the Contractor and an Inspector as to materials furnished, or as to the manner of performing the work, the Inspector shall have the authority to reject material or to suspend the work until the question at issue can be referred to, and decided by, the City.

39.02 The Inspector shall not be authorized to revoke, enlarge, relax or release any requirements of these Specifications nor to approve or accept any of the provisions of the Specifications. The Inspector shall in no case act as a foreman or perform other duties for the Contractor. The Inspector shall not interfere with the management of the work by the Contractor. Any advice, which the Inspector may give the Contractor, shall not be construed as binding the City or the Project Engineer in any way. Such advice will not release the Contractor from the fulfillment of the terms of the Contract.

ARTICLE 40. INSPECTION AND CORRECTION OF WORK

40.01 All material furnished and work done will be inspected by the Project Engineer. The Project Engineer shall condemn any work or materials not in accordance with the Specifications. All condemned work and materials shall be removed and other work and materials furnished in accordance therewith. All materials rejected by the Project Engineer as being unfit for the particular clause in the Specifications to which they refer shall be removed from the site. Removal shall be within twenty-four (24) hours or shorter if the Project Engineer so directs. Should the Contractor refuse to remove the work and materials as ordered, then the Project Engineer may stop the Contractor from proceeding with the work. The City may supply workers and materials to remove the condemned work and materials at the expense of the Contractor.

40.02 Failure on the part of the Project Engineer, or any authorized Inspectors, to detect inferior work or materials, and to condemn the same, shall not be construed to imply an acceptance of such work or materials. Such failure shall not be construed as barring the City, at any subsequent time, from the recovery of such sum of money from the Contractor which may be required to construct or to build anew all portions of the work in which fraud was practiced, improper work executed or improper material furnished and built into the work. The Contractor shall furnish all necessary facilities should it be desirable at any time to make an examination of the work already completed.

40.03 If any work is found defective in any respect, the expense of the examination must be borne by the Contractor. If all work is found satisfactory, the expense of the examination will be paid for in the manner provided for elsewhere in the Contract Documents.

40.04 If, in the opinion of the City, it is undesirable to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the Contractor's compensation hereunder shall be reduced by such amount as may be equitable under all circumstances.

ARTICLE 41. CONTRACTOR'S OBLIGATIONS

41.01 The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and material, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all work required by this Contract. All to be accomplished within the time specified; in accordance with the provisions of this Contract and Specifications; in accordance with the Plans and Drawings pertaining to this Contract; in accordance with any and all supplemental Plans and Specifications and in accordance with the directions of the City as given from time to time during the progress of the work. The Contractor shall furnish, erect, maintain and remove such construction plant and such temporary work as may be required. The Contractor alone shall be responsible for the safety, efficiency and adequacy of the plant, appliances and methods. The Contractor shall be responsible for any damage, which may result from their failure or from their improper construction, maintenance or operation. The Contractor shall observe, comply with and be subject to all terms, conditions, requirements and limitations of the Contract and the Specifications. The Contractor shall do, carry on and complete the entire work to the satisfaction of the City.

41.02 The Contractor shall be solely responsible for all the work and shall provide all precautionary measures necessary for preventing injury to persons or damage to property. All injury or damage, of whatever nature, resulting from the work, or resulting to persons, from whatever cause, shall be the responsibility of, and shall be borne and sustained by, the Contractor. The Contractor shall hold the City and Project Engineer, or their agents, harmless and shall defend and indemnify the City and Project Engineer, or their agents, against damages, or claims for damages, due to injury to .persons or to property arising out of the execution of work and for damages to material furnished for the work; for infringement of inventions, patents and patent rights used in doing the work; for damages arising out of the use of any improper material, equipment or labor used in the work and for any act of omission by any subcontractors therein. The Contractor shall bear all losses including, but not limited to, losses sustained on account of the character, quality or quantity of any part or all of the work, or because the nature of the land in or on which the work is done being different from what may have been estimated or indicated, or on account of the weather, elements or other causes, except for acts beyond the reasonable control of the Contractor.

ARTICLE 42. TOILET ACCOMMODATIONS AND DRINKING WATER

42.01 The Contractor shall provide necessary sanitary toilet accommodations and drinking water for the workers. Separate facilities shall be provided for female workers.

ARTICLE 43. SAFETY AND HEALTH REGULATIONS

43.01 These documents, and the joint and several phase of construction hereby contemplated are to be governed at all times by applicable provisions of the Federal law(s), including, but not limited to, the latest amendments of the following:

1. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-956.
2. Part 1910 - Occupational Safety and Health Standards; Chapter XVII of Title 29, Code of Federal Regulations.
3. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations.

43.02 This project is subject to all of the Safety and Health Regulations (see 29 CFR 1926m as amended) as promulgated by the U. S. Department of Labor on June 24, 1974. The Contractor shall thoroughly familiarize. him/herself with the requirements of these regulations.

ARTICLE 44. OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

44.01 Subsequent to award of the contract, with the exception of the Contractor's executed set, all drawings and specifications are the property of the City. The City shall furnish one (1) paper and one electronic set, in PDF Format, of the construction drawings and specifications to the Contractor without charge. Such drawings and specifications are not to be used in other work.

ARTICLE 45. RESIDENTS' PREFERENCE IN WORK ON OTHER PUBLIC FACILITIES

45.01 Not applicable to this contract.

ARTICLE 46. LISTING OF EMPLOYMENT OPENING

46.01 This Contract is executed subject to the Governor's Executive Orders No. 3 and No. 17, which are hereby made a part of this agreement. The Governor's Executive Order No, 17 requires, inter alia, that all contractors and subcontractors shall list all employment openings with the office of the Connecticut State Employment Service in the area in which the work is to be performed or where the services are to be rendered. Failure of the Contractor to conform to the requirements of the Governor's Executive Orders No. 3 and No. 17, and any orders, rules, or regulations issued pursuant thereto, shall be a basis for termination of this agreement by the City.

ARTICLE 47. SERVICE OF PROCESS

47.01 The Contractor, if not a resident of the State of Connecticut, or, in the case of a partnership, the partners, if not residents, hereby appoint(s) the Secretary of State of the State of Connecticut, and successors in office, agent for service of process. Such service, as arising out of, or because of, this Contract. Such appointment shall in effect throughout the life of this Contract and for a period of six (6) years thereafter.

ARTICLE 48. CITY OF WATERBURY ORDINANCE CHAPTER 34

48.01 For projects subject to the City's GOOD JOBS ORDINANCE (Code of Ordinances Chapter 34), the provisions thereof are in addition to any requirements of these General Conditions, and to any requirements of other funding sources for the Project, but only to the extent permitted by federal and state law.

ARTICLE 49. WAGE RATES

49.01 The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein, contracted to be done shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the City of Waterbury. The amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund (as defined in Section 31-53 of the Connecticut General Statutes) shall also be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the City of Waterbury. If the Contractor is not obligated by agreement to make such payment or contribution on behalf of such employees to any such welfare fund, the Contractor shall pay to each employee the amount of payment of contribution for his classification on each payday as part of his wages.

49.02 For Prevailing Wage Rate projects, the Contractor shall furnish to the Project Engineer certified copies of payrolls showing the names of its employees working on the Project, the specific days and hours and number of hours that each of them has spent in doing so, and the amount paid to each person for said work.

ARTICLE 50. SCHEDULE AND POSTING OF MINIMUM WAGE RATES

50.01 Where applicable, the Contractor, and every subcontractor, shall post a legible copy of the Minimum Wage Rates and Classifications included in the Contract Documents. This posting shall be in a prominent and accessible place at the site of the work (See ARTICLE 49). The schedule shall show all determined minimum wage rates for the various classes of laborers and mechanics to be engaged to work on the project. The schedule shall also show all deductions, if any, required by law to be made from wages actually earned by the laborers and mechanics so engaged.

50.02 The rates established by each schedule are the minimum and all employees shall be paid no less than the established rate for each trade or occupation. In the case of a conflict between schedules in anyone trade or occupation, the higher rate listed shall control and such higher rate shall be considered to be the minimum.

50.03 State: Where applicable, the minimum rates of wages and schedule of supplements to be provided for the various trades shall be in accordance with the Prevailing Wage rate Schedule included herein. The rate of wages and schedule of supplements for any trade not appearing or mentioned in this schedule shall be in accordance with the prevailing rates established for that particular trade by the Connecticut Department of Labor or by the Comptroller or other analogous officer of the City of Waterbury. Minimum wages required to be paid shall include supplements for hospital, surgical, medical or other benefits as determined by Sections 31-53 of the General Statutes of the State of Connecticut. The Contractor shall file a Wage Certification Form with the Labor Department of the State of Connecticut prior to beginning work on the site.

50.04 If for any reason and at any time, the Federal Government, the State of Connecticut, or the City of Waterbury, shall in any way supplement, change or amend the Prevailing Wage Rates Schedule, then the Contractor or subcontractor shall follow such Schedule as supplemented, changed or amended. In no case shall the Contractor or subcontractor be entitled to any additions, compensations or extras because of any supplement, change, amendment or predetermination of the Prevailing Wage Rate Schedule.

50.05 Federal Wage Rates, where applicable, shall be applied in any case where they exceed the State of Connecticut Minimum Wage rates or in any case where a rate has not been established by the State.

ARTICLE 51. COMPUTATION OF WAGES AND OVERTIME COMPENSATION

51.01 The Contractor and each subcontractor shall comply with all applicable Federal, State and local laws or ordinances with respect to the hours worked by laborers and mechanics engaged in work on the project. The Contractor and all subcontractors shall also comply with all applicable Federal, State and local ordinances with respect to compensation for overtime hours worked by laborers and mechanics engaged in work on the project.

ARTICLE 52. WAGE UNDERPAYMENTS AND ADJUSTMENTS

52.01 In addition to any applicable Federal or State regulations, the City may, in the case of underpayment of wages to any worker on the project under this Contract by the Contractor or by any subcontractor, withhold an amount from payments due the Contractor. Said amount to be sufficient to pay such worker the difference between the wages required to be paid the worker under this Contract and the amount actually paid the worker for the total number of hours worked. The City will disburse such amount so withheld by it for, and on behalf of, the Contractor to the employee to whom the amount is due. Such monies withheld pursuant to this article will be in addition to percentages to be retained pursuant to other provisions of the Contract.

ARTICLE 53. CONFORMANCE OF WORK

53.01 The work, during its progress and at its completion, shall conform to the work as shown on the drawings and to the directions given by the Project Engineer from time to time. The work shall be subject to such modifications or additions as the Project Engineer may deem necessary during the execution of the work. In no case will any work be paid for which is performed in excess of such requirements. The work shall also be accomplished in accordance with the Specifications.

ARTICLE 54. DIMENSIONS AND SCHEDULES

54.01 The Contractor will be required to check all dimensions and quantities shown on the drawings or schedules given to him by the Project Engineer. The Contractor shall notify the Project Engineer of all errors therein which he may discover by examining and checking the same. The Contractor shall not take advantage of any error or omission in these specifications, drawings and schedules. The Project Engineer will furnish all instructions should such error or omission be discovered and the Contractor shall carry out such instructions as if originally specified.

ARTICLE 55. PROTECTION FROM STORM

55.01 Should storm warnings be issued, the Contractor shall take every practicable precaution to minimize danger to persons, to the work and to adjacent property. These precautions shall include closing all openings; removing all loose materials, tools and/or equipment from exposed locations; and removing or securing scaffolding and other temporary work.

55.02 The Contractor shall provide measures to prevent stormwater runoff from entering excavation areas.

ARTICLE 56. PROTECTION OF WORK AND MATERIALS

56.01 The Contractor shall assume full responsibility for the protection of the work and materials during the progress of construction, and until final acceptance by the City, against loss or damage by any cause or agency. The Contractor shall, at his own expense, provide efficient means for such protection.

ARTICLE 57. FURTHER SAFEGUARDS

57.01 In case the City or the Project Engineer shall at any time be dissatisfied with the means provided by the Contractor for any aforesaid protection of the work or of any other properties, the City or the Project Engineer may order additional measures and precautions for that purpose. The Contractor, at his own expense, shall immediately comply with such orders and carry them out.

ARTICLE 58. FIRST AID TO INJURED

58.01 The Contractor shall keep on site, ready for immediate use, all articles necessary for giving first aid to injured employees. He shall also provide arrangements for the immediate removal and hospital treatment of any injured employee who may require such treatment.

ARTICLE 59. CONFORMANCE WITH DIRECTIONS

59.01 The Project Engineer may make alterations in the lines, grades, forms, dimensions or materials to be used in the project, or any part thereof, either before or after the commencement of construction. If such alterations diminish the quantity included in any item of work to be done and paid for at a unit price, the Contractor shall have no claim for damages or for anticipated profits on the work thus dispensed with. If the changes increase the quantity included in any such item, such increase shall be paid for at the stipulated unit price.

ARTICLE 60. COMPETENT HELP TO BE EMPLOYED

60.1 The Contractor shall employ an experienced foreman, craftsmen and other workmen competent in the work in which they are to be engaged. All work shall be accomplished by able, skilled and competent personnel. If any person employed on the work by the Contractor shall appear to be incompetent or unreliable in any way, he shall be discharged immediately upon the request of the Project Engineer and shall not be again employed upon the work.

ARTICLE 61. STREETS AND SIDEWALKS TO BE KEPT OPEN

61.01 The Contractor shall keep the street and sidewalks in which he may be working open at all times to pedestrian and vehicular traffic. If, in the opinion of the City or the Project Engineer, the interest of abutters and the public requires it, the Contractor shall bridge or construct plank crossings over trenches at street crossings, roads or private ways. The Contractor shall conduct his work for this project in such manner as the City or the Project Engineer may direct from time to time. No sidewalk shall be obstructed where it is possible to avoid it. No additional payment shall be made to the Contractor for such work.

61.02 The Contractor shall provide all necessary fire crossings at principal intersections or ways usually traveled by fire apparatus. The Contractor shall make provision for the passage of fire apparatus to the work area, including along the line of pipeline installations.

61.03 All work shall be conducted in such a manner as to create minimum interference with existing businesses and commercial establishments. Such establishments shall be allowed to conduct business at all times during the construction.

61.04 The Contractor shall be responsible for taking all steps necessary to minimize dust emanating from the project and for keeping the streets free of the accumulation of sand and other similar materials.

ARTICLE 62. LIGHTS, BARRIERS, FENCES, WATCHMEN AND INDEMNITY

62.01 The Contractor shall put up and maintain such barriers, fences, lighting, and warning lights, danger warning signals and signs as will prevent accidents during the construction. The Contractor will protect the work and will insure the safety of the personnel and of the public at all times and places. The Contractor shall defend, indemnify and save harmless the City its agents in every respect from any injury or damage whatsoever caused by any act, omission or neglect of the Contractor or his subcontractors, or their servants or agents. Such indemnification shall also include any claims arising out of failure to erect and maintain sufficient railing or fencing as required by Section 13a-111 of the Connecticut General Statutes. The fact that the City may retain control of the premises, or that the City, or its agents, may take action to erect or maintain railings or fencing shall not relieve the Contractor's obligations hereunder.

62.02 The Contractor shall furnish, maintain and use all necessary safety devices; follow all such safety practices in the prosecution of the work and shall adopt, follow and maintain such additional safety measures as, in the opinion of the Project Engineer, are conducive to safe operation by the Contractor. The Contractor shall cause his subcontractor(s) to also adopt, follow and maintain these measures. All of this shall be done at the Contractor's or subcontractor's own expense. The City shall have the right to order any or all work suspended

where, in the opinion of the City, such work is not being carried on in a safe and proper manner or where persons or property are not being properly protected or safeguarded. Such work shall not be resumed until the City's requirements have been met and the City or Project Engineer has directed that work be resumed. Any work so suspended shall be at the Contractor's expense.

62.03 In addition to the above, when as is necessary or when required by the City and/or the Project Engineer, the Contractor shall post signs and shall employ watchmen or flagmen for the direction of the traffic at the site and for excluding unauthorized persons from the site at all times. The Contractor will not be paid additional compensation for this work.

62.04 At all times the Contractor shall be responsible for excluding all persons from land within easement areas and all persons not directly connected with the work or authorized by the City and/or the Project Engineer to be within the project limits.

ARTICLE 63. WORK OUTSIDE REGULAR HOURS

63.01 Night work or work on Saturdays, Sundays or legal holidays requiring the presence of the City, Project Engineer or an Inspector will not be permissible except in the case of emergency and then only upon approval of the Project Engineer. Should it be desired or required for by the City or Project Engineer to operate an organization for continuous night work, the lighting, safety and other facilities that are deemed necessary for performing such night work shall be provided by the Contractor. For night work on Saturdays, Sundays or legal holidays, if any be performed, the Contractor will receive no extra payment. Compensation for such work shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the bid.

ARTICLE 64. BUS LINE INTERFERENCE

64.01 Whenever it may be necessary to interfere with any bus lines, notice shall be given to the corporation or agency owning the same. A reasonable amount of time shall be given to said organization in order to rearrange their schedule(s) as may be necessary.

ARTICLE 65. COLD WEATHER WORK

65.01 The Project Engineer will determine when low temperature conditions are unfavorable for work and may order the work, or any portions of it, suspended whenever, in his opinion, the conditions are not such as will insure first class work.

65.02 All methods and materials used in the performance and for the protection of the work in cold weather shall be subject to the approval of the Project Engineer. The Contractor shall take the necessary precautions to protect the work from damage and to remove ice and frost from materials. The removal shall include all necessary heating and the additional removal of any resultant water. The Contractor shall also supply any required sand and/or coarse aggregate required to prevent slipping on ice.

65.03 Except for specific work for which the City has issued a Certificate of Acceptance, the Contractor shall be responsible for maintaining the project roadways, sidewalks, ramps, driveway aprons and asphalt pathways from the time of contract signing until final project acceptance by the City. This responsibility will include snow and ice removal, sanding and mechanical sweeping, and patching with materials approved by the Project Engineer for all roadways, sidewalks, ramps, driveway aprons and asphalt pathways, etc. within the project limits.

65.04 The Contractor shall not continue road excavation after bituminous concrete plants have shut down for the winter. The Contractor shall receive no extra payment for any labor, apparatus, tools or materials necessary to comply with the above requirements, but compensation shall be construed items of work as listed in the bid proposal/form.

ARTICLE 66. BLASTING AND EXPLOSIVES

66.01 No blasting shall be allowed without the Contractor's securing of a permit and permission from the office of the Waterbury Fire Marshall. The Marshall's office is located at 185 South Main Street, Waterbury, CT 06702,

Telephone (203) 597- 3452. The Marshall's office must be advised between 7:00 AM and 10:30 AM of each day's blasting schedule.

66.02 Explosives for blasting shall be stored, handled and used in accordance with the laws, ordinances and regulations of the State of Connecticut; with all local regulations and with such other additional regulations as the Project Engineer may require. Blasting shall be conducted so as not to endanger persons or property. The Contractor shall be responsible for, and shall make good any damages of whatever nature caused by blasting or accidental explosions.

66.03 The Contractor shall also adhere to any additional conditions imposed by the Fire Marshall's office. Additionally, the Contractor shall have a pre-blast survey conducted of the adjacent area(s) at no cost to the City.

66.04 Steel or rubber matting shall be used at ALL blast sites where required by the Bureau of Fire Prevention. Any blast or shot involving more than 99 pounds of explosives must be monitored by the use of seismographs. All seismographs are at the expense of the Contractor. Wire and debris must be cleared from all areas.

ARTICLE 67. TUNNELING

67.01 Tunneling will not be permitted without the express written consent of the City.

ARTICLE 68. RESERVED MATERIALS/EXCAVATED MATERIALS

68.01 Materials excavated from trenches and excavations and those used in the construction of the work shall be deposited in such a manner so that they not endanger persons or the work. Materials shall also be deposited in such a manner that free access may be had at any time to all hydrants and gates near the work. The materials shall be kept trimmed-up so to be of as little inconvenience as possible to public travel or to adjoining tenants. All excavated materials not approved for backfill and/or fill; all surplus material; all rock and all boulders resulting from excavations shall be removed and satisfactorily disposed of off the site by the Contractor at no additional cost to the City.

68.02 Any excavated material not used in the installation of contracted items shall be removed from the site and legally disposed of by the contractor.

ARTICLE 69. OBSTRUCTIONS AND CROSSOVERS

69.01 Whenever any trench or other excavation obstructs pedestrian and/or vehicular traffic in or to any public street, private driveway or property entrance or to private property, the Contractor shall employ such means as may be necessary to maintain pedestrian and vehicular traffic and access. The Contractor shall construct and maintain suitable plank crossings and bridges to carry essential traffic in or. to the street, driveway or property in question as specified or as directed. These crossings shall be maintained for as long as it is not expedient to backfill the excavation or until such time as sufficient, supportive backfill may be placed. No additional payment will be made for this work.

ARTICLE 70. DIRECTIONAL SIGNS AND LIGHTS

70.01 Suitable signs, lights and such required items to direct traffic shall be furnished and maintained by the Contractor. No additional payment shall be made for this work.

ARTICLE 71. MAINTENANCE OF WORKPLACE

71.01 The Contractor must keep streets and premises free from unnecessary obstructions, debris and all other materials. The City or Project Engineer may, at any time, order all equipment, materials and surplus from excavations to be removed from the work area. Debris and all other materials lying outside of the working area shall be promptly removed. Should the Contractor fail to remove such material within 24 hours of notice to remove, the City or Project Engineer may cause any or all of said materials to be removed by others. The cost of this removal shall be deducted from any monies, which may be, or may become, due the Contractor under the Contract. In special cases, the City or Project Engineer may cause such materials to be removed without prior

notice.

ARTICLE 72. OPERATIONS AT SEVERAL POINTS

72.01 The Contractor may carry on the work simultaneously at more than on point only if, in the opinion of the City or Project Engineer, such action is acceptable and is necessary to insure completion of the work within the specified time.

72.02 The Contractor's Construction Progress Schedule shall be adjusted to provide for work being simultaneously conducted at more than one point (location) at the site or sites.

ARTICLE 73. INTERFERENCE WITH EXISTING STRUCTURES

73.01 Whenever it may be necessary to cross or to interfere with existing culverts, drains, sewers, water pipes or fixtures, guard rails, fences, gas pipes or fixtures or other structures needing special care, due notice shall be given to the City or Project Engineer. Work involving these items shall be done according to the City's or Project Engineer's directions. Whenever required, all objects shall be strengthened to meet any additional stress that the work herein specified may impose upon it. Any damages that may occur shall be thoroughly repaired. If so directed by the City or Project Engineer, the location of any existing work shall be changed to meet the requirements of the proposed work, if necessary, to leave all in good working order. The entire work shall be the responsibility of the Contractor and the work shall be done at no additional expense to the City.

73.02 The Contractor shall be responsible for repairing all broken or damaged mains or utilities, property markers, monitoring wells, and other existing structures to remain, or outside the Limit of Work, during the progress of the Work. The Contractor shall repair and shall be responsible for all damages to existing utilities and structures with no additional expense to the City. The Contractor shall contact the proper utility or authority to correct or make any changes due to utility or other obstructions during the prosecution of the work, but the entire responsibility and expense shall be with the Contractor.

73.03 All damaged items of work or items required to be removed and replaced due to construction shall be replaced or repaired by the Contractor to the complete satisfaction of the City and/or utility at no additional expense to the City.

ARTICLE 74. TURF, TOPSOIL AND OTHER REPLACEMENT ITEMS

74.01 Where the construction runs through cultivated or sodded lands, the Contractor shall stockpile the turf and topsoil separately and replace the same after the excavation is filled. The Contractor shall leave the land as nearly as possible in its original condition. Trees, fences, walls, walks and other items must not be damaged.

ARTICLE 75. MATERIALS

75.01 All materials furnished and used in the completed work shall be new, of best quality, workmanship, and design and shall be recognized as standard in good construction practices. Whenever a specification number or reference is given, the subsequent amendments (if any) shall be included. The standards set forth in the selection of materials and supplies are intended to conform to those standards adopted by the City. Preference in manufacture shall be given to familiarize the Contractor with the requirements of the Project Engineer when the occasion or choice of materials or supplies so demands.

ARTICLE 76. DEFECTIVE MATERIALS

76.01 No materials shall be laid, installed or used which are known to be, or which may be found to be, in any way defective. Notice shall be given to the Project Engineer of any defective or imperfect material. Defective or unfit material found to have been laid, installed or used shall be removed and replaced by the Contractor with unobjectionable material. This removal and replacement shall be made without additional expense to the City.

ARTICLE 77. INSPECTION AND TESTING OF FURNISHED MATERIALS

77.01 Unless herein provided otherwise, all materials furnished by the Contractor are subject to thorough inspections and tests by the Project Engineer. Any materials condemned or rejected by the Project Engineer as not conforming to the specifications may be branded or otherwise marked. Branded or marked material shall be, on demand, at once removed by the Contractor to a satisfactory distance from the site. Removed materials shall not again be brought upon or near to the work.

ARTICLE 78. SAMPLES AND ORDERING LISTS

78.01 Unless herein provided otherwise, the Contractor shall submit samples of the various materials used on the contract as required by the specifications for testing purposes. All ordering lists shall be submitted by the Contractor to the Project Engineer for approval and must be approved before the ordering of the materials.

ARTICLE 79. SANITARY CONVENIENCES

79.01 Adequate sanitary conveniences, properly secluded from public observation, for the use of workmen on the premises shall be provided and maintained by the Contractor in accordance with the requirements of local and State health authorities. These conveniences shall be maintained in such manner and at such points as shall be approved and their use shall be strictly enforced. Sanitary waste shall be treated and disposed of in a manner satisfactory to, and as directed by, the City and/or the local and State health authorities. Under no circumstances shall sanitary waste be allowed to flow on the surface of the ground or in the work area.

79.02 The cost of sanitary conveniences and the maintenance of same will not be paid for separately, but compensation will be considered to be included in the prices stipulated for the items of work as listed in the bid form.

ARTICLE 80. FINISHING AND CLEANING UP

80.01 In completing any backfilling operation, the Contractor shall replace all surface material to the satisfaction of the City. The Contractor shall then immediately remove all surplus material, all tools, and other property belonging to him. The Contractor shall leave the entire street or surrounding area free and clean, in good order and at no additional expense to the City. Backfilling and removal of surplus materials shall follow closely upon the completion of the work. The Contractor shall exercise special care in keeping rights-of-way and private and public lands, upon which work is being performed, clean and free of debris at all times. The Contractor will remove tools and other property belonging to him when they are not being used.

80.02 In case the Contractor shall fail or neglect to promptly remove all surplus materials, tools and other incidentals after backfilling, or shall neglect to do required paving promptly, the City or Project Engineer may, after 24 hours notice, cause the work to be done and the cost thereof shall be deducted form any monies then or thereafter due the Contractor.

ARTICLE 81. RIGHTS OF ACCESS

81.01 Nothing herein contained or shown on the drawings shall be construed as giving the Contractor exclusive occupancy of the work area involved. The City or any other Contractor employed by the City, the various utility companies, contractors or sub-contractors employed by Federal, state or local government agencies involved in the general project or upon public rights-of-way, may enter upon or cross the area of work or occupy portions of it as directed or permitted. When the territory of one contract is the convenient means of access to the other, each contractor shall arrange his work in such manner as to permit such access and to prevent unnecessary delay in the work as a whole. Said access rights shall also include all Federal and state agencies and their representatives that have an interest in said project.

ARTICLE 82. WORK BY OTHERS

82.01 The City reserves the right to do any other work which may connect with, or become a part of, or be adjacent to the work embraced by this Contract, at any time, by contract work or otherwise. The Contractor shall not

interfere with, nor obstruct in any way, the work of such other persons as the City may employ. The Contractor shall execute his own work in such a manner as to aid in the execution of work by others as may be required. No excavations or backfilling will be permitted if other work by the City will be affected.

ARTICLE 83. WORK WITHIN THE LIMITS OF PRIVATE PROPERTY

83.01 Particular attention is hereby directed to the fact that some of the work included under this Contract may have to be done within the limits of properties that are publicly or privately owned. The City, where necessary has, or will have, secured the necessary easements to these properties for construction purposes. The Contractor will be permitted to utilize the areas of the City's easements, subject to all of the conditions and requirements as they may affect the Contractor's operations. The Contractor shall conduct his operations and activities in the performance of the work with all such conditions and requirements as may be imposed by the City or Project Engineer.

83.02 All means and rights of ingress and egress to the work areas and all other areas required for work space, in addition to the City's easements, shall be the entire responsibility of the Contractor, All costs in connection therewith shall be considered to be included in the prices stipulated for the appropriate items of work as listed in the bid form.

83.03 The Contractor shall neither use nor occupy public or private lands outside the limits of the City's easements and rights-of-way unless written permission from the owner of the public or private lands have first been obtained. Copies of the written agreements shall be submitted to the Project Engineer prior to entering upon such lands. The Contractor shall be responsible for cooperating with, and for coordinating the prosecution of, the work of this Contract with the public and private property owner. Any abuse to the lands of the public and private property owner shall be immediately corrected by the Contractor, at the Contractor's expense, to the complete satisfaction of the property owner. The Contractor shall take such precautionary measure, as required by the City, to prevent further nuisances, interference or inconvenience to abutting property owners.

83.04 It shall be the Contractor's full responsibility to be familiar with the limitations imposed upon the work of construction within the various properties of public or private ownership and rights-of-way by existing occupancy or use. The Contractor will be required to make every effort to fully and satisfactorily protect trees, shrubs, lawns, gardens, fences, walks, driveways, structures and all and any other appurtenances of the property owners.

83.05 The Contractor shall provide adequate access to all walks, driveways, yards or structures: shall protect all work by the erection or placement of safety guards or barriers, lights and such other incidentals; and where required, shall construct temporary plank crossings or timbers to permit full use of private facilities at all times. All of these actions are to be performed at no additional expense to the City. All other applicable provisions for control of work within the areas of public travel set forth elsewhere herein shall also apply to work within the limits of private ownership.

83.06 The Contractor shall cooperate with the public and private property owners and shall also contact the City and Project Engineer for additional information regarding the requested (or required) length of time needed as a notice to be given to the public or private property owner before the Contractor enters their property to start the construction. In some cases, a certain time to start the work and a certain limited length of time may be required to complete the work on public and private property owners. Furthermore the contactor may be required to shutdown construction operations as necessary to prevent undo interference with the operation of private and public business within the project area.

83.07 Before proceeding with construction operations, the Contractor shall provide suitable and substantial gates or other approved forms of closing gap devices in every fence within the limits of the owner's easements through which the Contractor intends to move or pass equipment and materials. It is the responsibility of the Contractor to negotiate with the owner of each fence all of that owner's requirements, in addition to those specified above. It shall also be the responsibility of the Contractor to comply with all requirements as specified herein and as agreed to with the owner's in a manner satisfactory to the owner.

83.08 No separate payment will be made for the requirements specified under "WORK WITHIN THE LIMITS OF PRIVATE PROPERTY" and all cost in conjunction therewith shall be included in the prices stipulated for the appropriate items of work as listed in the bid form.

ARTICLE 84. LOADING

84.01 No part of the structures involved in this Contract shall be loaded during construction with a load greater than that calculated for the safety of the structure. Should any accidents or damage occur through any violation of this requirement, the Contractor will be held responsible. If necessary, the Contractor shall request, in writing, the allowable loading from the Project Engineer.

ARTICLE 85. COMPLETION OF WORK

85.01 In addition to the specified or described portions, all other work and all materials, equipment and labor of whatever description which are necessary or required to complete the work, or for carrying out the full intent of the drawings and specifications, as interpreted by the Project Engineer, shall be provided by the Contractor. Payment therefore shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the bid form.

ARTICLE 86. DUST AND SPILLAGE CONTROL

86.01 The Contractor shall exercise every precaution to prevent and to control dust arising out of all construction operations from becoming a nuisance. Water shall be provided and applied as required or as ordered by the Project Engineer for allaying dust conditions. Pavements adjoining excavations shall be kept swept and/or washed clean of excess excavated material wherever and whenever directed. Earth piles adjacent to excavations, earth stockpiles and surfaces of refilled excavations shall be kept moist at all times as directed. No extra payment will be made for providing the dust control measures and for conforming to the requirements specified above. Compensation therefor shall be considered included in the prices stipulated for the appropriate items of work as listed in the bid form.

ARTICLE 87. CARE OF THE WORK

87.01 The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence concerning the prosecution of the work. The Contractor shall also be responsible for the proper care and protection of all material delivered and of all work performed until completion and final acceptance, whether or not the same has been covered by progress payments authorized by the Project Engineer.

ARTICLE 88. EMERGENCY WORK

88.01 The Contractor shall file, with the City Engineer and the Project Engineer, if any, the name and telephone number of a person authorized by him who may be contacted regarding emergency work at the job site that may be required during non-working hours for reasons of public safety. This person shall be readily available and shall have full Authority to deal with any emergency that may occur.

ARTICLE 89. FIRE PREVENTION AND PROTECTION

89.01. All Federal laws (Occupational Safety and Health Act) and all state and municipal rules and regulations with respect to fire prevention, fire-resistant construction and fire protection shall be strictly adhered to by the Contractor. All work and facilities necessary therefore shall be provided and maintained by the Contractor in an approved manner.

89.02. All fire protection equipment (as per 89.01 above) shall be provided by the Contractor for the protection of the contract work including temporary work and adjacent property. Personnel experienced in the operation of the fire protection equipment and apparatus shall be available whenever work is in progress and at such other times as may be necessary for the safety of the public and of the work.

89.03. Open fires will not be permitted.

ARTICLE 90. PLANIMETER

90.01 For estimating quantities, where the computations of areas by analytic and geometric methods would be comparatively laborious, it is stipulated and agreed that the planimeter shall be considered an instrument of precision adapted to the measurement of such areas, as utilized by an engineer.

ARTICLE 91. SUPERINTENDENCE

91.01 During the entire duration of the project, the Contractor shall employ a competent superintendent in personal charge of the work. The superintendent shall be present during all phases of construction and shall have full authority to act for the Contractor. The superintendent shall be continued in this capaCity full time for this project unless (1) the person ceases to be on the Contractor's payroll or (2) the person proves to be unacceptable to the City or Project Engineer. Instructions given to the superintendent and/or supervisory subordinates shall be considered as given to the Contractor. A chain-of-command listing shall be submitted by the Contractor to the City and Project Engineer and shall be adhered to in the temporary absence of the superintendent.

ARTICLE 92. CONTRACT ADMINISTRATION COSTS - OUTSIDE REGULAR HOURS

92.01 The working schedule shall be confined to a five (5) day week ending on Friday. The working day shall be any eight-hour period beginning no earlier than 7:00 AM and ending no later than 7:00 PM. Whenever the Contractor elects to perform work on Saturdays, Sundays or legal holidays observed by the City or to work in excess of the normal working hours stated above, the Contractor shall pay to the City the extra cost incurred by the City due to the increased cost of contract administration. Payment shall include all cost of inspection and administration for such Saturday, Sunday or legal holiday work or for work in excess of the normal working day, which the City is obligated to incur and for the extra expense involved in overtime work resulting from the performance of work on these days.

92.02 No work outside regular hours or overtime work shall be planned or executed without the approval of the City.

ARTICLE 93. DAILY REPORTS

93.01 The Contractor shall submit daily activity reports on an approved form for the duration of the project. The report shall indicate all personnel currently employed on the work, including each trade and every sub-contractor; all equipment and whether that equipment was idle for the particular day; a general description of all work accomplished and any authorized extra work (time and material reports shall be submitted on separate forms).

ARTICLE 94. MATERIAL AND WORKMANSHIP

94.01 All materials and workmanship incorporated in the work covered by this Contract are to be of the highest grade of their respective kinds for the purpose intended. The Contractor shall furnish to the Project Engineer for approval the name of the manufacturer of machinery and mechanical or other equipment that the Contractor contemplates incorporating in the project together with their respective performance capacities and other pertinent information.

94.02 When required by the Specifications, or when called for by the City or Project Engineer, the Contractor shall furnish the required information for approval of all material that the Contractor contemplates incorporating in the work. Samples of material shall be submitted for approval to the Project Engineer when and as directed. Machinery, equipment and material installed or used without approval shall be at the risk of subsequent rejection.

ARTICLE 95. TEMPORARY WATER SUPPLY

95.01 In the event temporary water supply work is required, it shall be provided in accordance with the requirements of the Waterbury Water Bureau and all local and state health authorities. The Contractor shall provide and

maintain facilities for an adequate supply of water suitable for use for construction purposes and for domestic use as required for the work of this Contract. The cost of all work, materials, equipment, appurtenances and accessories necessary for providing supplies of water at the site, including the cost of all water consumed, shall be borne by the Contractor.

95.02 Upon completion to the work of this Contract, and before final acceptance, the Contractor shall remove all temporary piping and appurtenant work used for the temporary water supply.

ARTICLE 96. FITTING AND COORDINATION OF WORK

96.01 The Contractor shall be responsible for the proper fitting of all work and for the coordination of operations of all trades, subcontractors or material suppliers engaged in the work. The Contractor shall be prepared to guarantee to each of his subcontractors the dimensions for which they may require for the fitting of their work to all surrounding work. The Contractor shall do, or shall cause his agents to do, all cutting, fitting, adjusting and patching necessary to make the several parts of the work come together satisfactorily and properly and to fit the work to receive, or to be received by, the work of other contractors.

ARTICLE 97. ARCHEOLOGICAL FINDS

97.01 During the life of this Contract, in the event that any articles such as "charcoal", "bone", "shell", "cultural objects", "fire-cracked stones", "stone flaking material." or any other such related items of historical significance are discovered on the project, the Contractor is required to notify:

(1)The City
(2) Project Engineer or Inspector

97.02 A professional background assessment of historic properties has identified a Pre-European Contact archaeological resource (Platts Mill Road Park Site (State No. 151-07) within the project limits. See attached "Memorandum of Agreement (MOA)" for more details.

ARTICLE 98. EXCAVATIONS NEAR UNDERGROUND UTILITIES

98.01 In compliance with Public Act No. 77-350, "An Act Concerning Excavations Near Underground Utility Facilities," of the State of Connecticut, the Contractor shall not start any excavation and/or blasting of rock activity without first having ascertained the location of all such utilities in the area. The Contractor shall notify the Connecticut Underground Utilities Protection Authority (CUUPA) "CALL BEFORE YOU DIG" (Toll Free 1- 800-922-4455) at least two (2) full days in advance (excluding Saturday, Sunday and legal holidays), but no more than thirty (30) days before starting any such work. Such notice shall include the name, address and telephone number of the persons/agency performing the work, the date, location and type of excavation.

98.02 The CUUPA should immediately transmit such information to the utility companies whose facilities may be affected. Utility companies receiving notice should mark-up the locations of their facilities on the work site. If they have no facilities in the area, they shall so inform the Contractor. If the Contractor does not receive any information or marked-up locations on the work sites, the Contractor shall contact CUUPA again to verify that the utility companies have responded to the initial call. Under no circumstances will the Contractor be allowed to start any excavation and/or blasting work prior to obtaining all necessary information regarding the location of underground utilities at the site. It is the Contractor's responsibility to have all utilities marked on the work sites prior to starting the work.

ARTICLE 99. WATER QUALITY OF WELLS

99.01 The Contractor shall perform all tests required by the State Health Department on all water supply wells and reservoirs where directed by the City or Project Engineer before and after construction. All labor, materials and testing shall be paid by the Contractor at no cost to the City.

ARTICLE 100. WORK IN STATE HIGHWAYS

100.01 If any of the work under this Contract is in a state highway the Contractor shall obtain all required permits at his own expense. The Contractor shall perform the work in accordance with the terms and conditions stipulated by the Connecticut Department of Transportation (ConnDOT) and/or as required by ConnDOT inspectors. The Contractor must provide such bonds, security and insurance as may be required to obtain such permits.

100.02 In the event the City, or the City and the Contractor jointly, are required to obtain any permits, including detour permits, the Contractor shall be familiar with the conditions of the permits and shall be held responsible for compliance with all the requirements of the permits and all specifications attached thereto, as if the permits were held solely by the Contractor.

100.03 Whenever State inspectors, flagmen or other costs are incurred as a condition to obtaining permits, the Contractor shall be responsible for payment of these costs with no reimbursement from the City.

100.04 The Contractor shall conform to all ConnDOT requirements for materials and construction methods for all work within state highways. Sheeting or an adequate trench box may be required in all trenching operations to confine trench widths and to protect State facilities. Additional pavement replacement may be required to properly restore the roadway surface.

100.05 The cost of all labor, materials and equipment necessary to conform to CONNDOT requirements for work in, or adjacent to, state highways, including work not specifically stated in the Contract Plans and Specifications, shall be the sole responsibility of the Contractor and shall not be reimbursed by the City. Therefore, the Contractor is informed to evaluate all CONNDOT requirements for the project prior to submitting the Bid for the project and to include these costs in his bid prices.

ARTICLE 101. EXISTING INSPECTION REPORTS

101.01 Any existing inspection reports concerning the project which have been prepared by or for the City or Project Engineer will be made available for the Contractor's information.

ARTICLE 102. TEST REPORTS; CERTIFICATES OF COMPLIANCE AND SHIPPING LISTS

102.01 In addition to other requirements specified herein, the Contractor shall furnish to the Project Engineer the material manufacturer's notarized test reports and methods of testing by an approved independent laboratory in order to show compliance of all materials furnished with all specification requirements, the reports shall also contain manufacturer's notarized certificates of conformance stating that all materials furnished under these Specifications conform with all specification requirements; that each shipment of materials shall be accompanied by the manufacturer's notarized certificate of conformance and that a shipping list itemizing the amounts of each shipment shall accompany each shipment.

ARTICLE 103. CLEANING FINISHED WORK

103.01 After the work is completed, the sewers, manholes ands structures shall be carefully cleaned free of dirt, broken masonry, mortar, construction and other debris and shall be left in first class condition, ready for use. All temporary or excess material shall be disposed of and the work left broom-clean to the satisfaction of the Project Engineer.

ARTICLE 104. THIS SECTION INTENTIONALLY OMITTED

ARTICLE 105. COMPLIANCE TO ACTS AND EXECUTIVE ORDERS

105.01 If this Contract is Federally assisted and the Contractor must comply with all applicable statutes, acts, executive orders and regulations, including without limitation:

(a) **TITLE VI, CIVIL RIGHTS ACT OF 1964** Provides that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the

benefits of, or be subjected to discrimination under any program or activity, receiving Federal financial assistance.

(b) **SECTION 3, HUD ACT OF 1968** Provides that, to the greatest extent feasible, opportunities for training and employment shall be given to lower income residents of HUD-assisted project areas, and that contracts for work in connection with such projects be awarded to business concerns which are located in, or are owned in substantial part by persons residing in the area of the project.

(c) **LABOR STANDARDS** Compliance with Davis Bacon Act, as amended (40 U.S.C. 267a-5) Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) 13.0.

ARTICLE 106. SEMI-FINAL INSPECTION

106.01 Upon completion of all the work as required by the plans and specification the Contractor shall submit an Affidavit of Substantial Completion and shall request a semi final inspection of the work by the Project Engineer. Based on the semi-final inspection the Project Engineer will provide the Contractor with a list of items of work which have not been completed by the Contractor in accordance with the plans and specifications. The Contractor shall complete all work and/or correct all deficiencies identified during the semi final inspection.

ARTICLE 107. CERTIFICATE OF FINAL COMPLETION

107.01 Upon completion of all work required by the plans and specifications and the work identified by the Project Engineer, the City shall issue a CERTIFICATE OF FINAL COMPLETION.

ARTICLE 108. SEMI-FINAL PAYMENT APPLICATION

108.01 Upon the completion of the required work as required by the Contract Documents, the Contractor shall prepare a SEMI-FINAL PAYMENT APPLICATION showing the final estimate of quantities, as confirmed by the Project Engineer. Should the final estimate of quantities show either an increase or decrease from the approximate estimate of quantities, then such variations will be computed at the unit prices bid and reflected in the SEMI-FINAL PAYMENT APPLICATION by adding or deducting said amounts from the gross sum bid. In addition, if use of the Owner Controlled Contingency Allowance is required for this SEMI-FINAL PAYMENT APPLICATION, it shall be processed prior to execution of the SEMI-FINAL PAYMENT APPLICATION. All certificates of payments and estimates, upon which progress payments may have been made being merely estimates, shall be subject to correction in the SEMI-FINAL PAYMENT APPLICATION.

108.02 The SEMI-FINAL ESTIMATE shall be signed by the Contractor and by the Project Engineer.

ARTICLE 109. FINAL ACCEPTANCE OF PROJECT

109.01 FINAL ACCEPTANCE of the Project shall occur when:

(a) All Project work has been completed to the satisfaction of the City and the following have been submitted to the satisfaction of the Project Engineer and the City:

i. All documentation and supporting information required by the Contract Documents; including but not limited to: Final Waiver of Lien from each Subcontractor, supplier and the Contractor.

ii. Reports and forms required on all Federal Aid Projects;

iii. Warranties, guarantees, final operation and maintenance manuals, and documentation to the effect that training and start-up support required by the Contract have been completed;

iv. After final inspection has been held, all required additional work and final cleaning-up have been completed, and all of the Contractor's equipment and construction signs have been removed from the Project site;

(b) City has issued SEMI-FINAL PAYMENT to the Contractor, and

(c) Upon delivery to Contractor by City of written notice of FINAL ACCEPTANCE of the Project.

ARTICLE 110. FINAL ESTIMATE

110.01 The FINAL ESTIMATE shall state the final Contract amount, any liquidated damage amounts, all City payments to Contractor, retainage to be released to Contractor after FINAL ACCEPTANCE of the Project by the City, and final amount of any holdback(s) by the City, plus any other credits from Contractor to the City.

110.02 The FINAL ESTIMATE shall be signed by the Contractor and by the Project Engineer.

ARTICLE 111. CERTIFICATION OF FINAL PAYMENT

111.01 Based on amounts set forth in the FINAL ESTIMATE, the Contractor shall prepare and submit its Final Payment Application.

111.02 FINAL PAYMENT to the Contractor shall be based on City's Certification of Contractor's Final Payment Application.

ARTICLE 112. ACCEPTANCE OF FINAL PAYMENT

112.01 The acceptance by the Contractor, or by anyone claiming by or through the Contractor, of FINAL PAYMENT shall constitute and operate as a release for the City from any and all claims of any liability to the Contractor for anything, theretofore done or furnished for or relating to or arising out of the Work done thereunder, and for any prior act of neglect, default on the part of the City or any of its officers, agents, or employees unless the Contactor serves a detailed and verified statement of claim upon the City not later than forty (40) calendar days after mailing of such FINAL PAYMENT. Such statement shall specify the items claimed. Should the Contractor refuse to accept the FINAL PAYMENT as tendered, it shall constitute a waiver of any right of interest thereon.

END OF SECTION

REQUEST FOR PROPOSAL #8873
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
Public Address Systems at Bunker Hill & Tinker Elementary Schools

ATTACHMENT F

Scope of Services

BUNKER HILL ELEMENTARY 170 BUNKER HILL AVENUE WTBY CT 06708

1. PROJECT OVERVIEW

The City of Waterbury seeks qualified vendors to design, remove existing, furnish new, install, test, and commission a commercial-grade Public Address (PA) and Intercom System at Bunker Hill Elementary School.

The system shall support:

- Daily announcements
- Emergency communication
- Integration with existing VoIP and fire alarm systems
- Zoned paging with high intelligibility

The solution must be scalable, code-compliant, and suitable for a K–12 educational environment

---

2. SYSTEM DESIGN & ENGINEERING REQUIREMENTS

The successful respondent shall:

- Conduct a comprehensive site assessment and acoustical analysis
- Provide engineered speaker layout drawings
- Design system in accordance with:
    - ANSI/AVIXA (INFOCOMM) standards
    - NFPA 72 (Fire Alarm and Signaling Code)
    - Local building and electrical codes

Performance Requirements:

- Target SPL: 65–75 dB
- Coverage uniformity: ±3 dB
- Speech intelligibility: STI ≥ 0.6

Vendor must submit:

- Acoustic modeling calculations
- Speaker placement drawings
- Predicted SPL maps

3. SYSTEM ARCHITECTURE REQUIREMENTS

Mandatory System Type:

The system shall be a hybrid architecture consisting of:

- 70V distributed audio system (primary backbone)
- IP-based paging and control system

The system must include:

- Central DSP-based paging controller
- Network-enabled endpoints (PoE where applicable)
- Centralized amplification with headroom capacity

---

4. EQUIPMENT REQUIREMENTS

All equipment shall be commercial-grade, UL-listed, and designed for continuous institutional use.

4.1 Central Control System

- DSP-enabled paging controller
- Minimum:
  - 4 mic/line inputs
  - 4 output zones (expandable)
- Must support:
  - SIP/VoIP integration
  - Scheduled events (bells, tones)
  - Emergency override logic

4.2 Amplification System

- Centralized 70V amplifiers
- Minimum 20% headroom above calculated load
- Must include:
  - Thermal protection
  - Overload protection
  - Rack-mount design

4.3 Speakers

Indoor Speakers:

- 70V/100V ceiling or wall-mounted
- Tap settings: 10W–30W
- Frequency response: 80 Hz – 16 kHz
- Wide dispersion for even coverage

Outdoor Speakers:

- Weatherproof, IP65 rated minimum
- Power handling: 30W–60W
- UV and corrosion resistant
- Outdoor speakers must have independently adjustable volume controls per zone

- Volume must be adjustable:
  - At the amplifier level AND/OR
  - Via local attenuators or DSP zone control
- System must allow reduction of outdoor volume to prevent disturbance to neighboring properties

---

4.4 Microphones

Required:

- Desktop paging microphone with push-to-talk
- Wireless microphone system:
  - UHF, VHF, or DECT
  - Rechargeable battery system
- ADA-compliant interface options

4.5 Network / IP Integration

- PoE-capable endpoints
- VLAN-compatible
- SIP-compliant (RFC 3261)

---

5. SYSTEM INTEGRATION REQUIREMENTS

5.1 Fire Alarm Integration

- Must interface with existing Fire Alarm Control Panel (FACP)
- Must provide:
  - Priority override
  - Automatic muting of non-emergency audio
- Must comply with NFPA 72

5.2 VoIP Phone System Integration

- Integration with Waterbury Public Schools VoIP system
- Must allow:
  - Main office paging
  - System-wide broadcast capability
- Classroom-to-classroom calling is NOT required

5.3 Bell / Scheduling System

- Must support:
  - Automated bell schedules
  - Pre-recorded announcements
- Integration via:
  - IP API, relay, or contact closure

---

6. INSTALLATION REQUIREMENTS

- All cabling must be:
  - Plenum-rated (CMP/CL3P)
- Installation must comply with:
  - NEC Article 725 (Class 2 & 3 circuits)
- Please specify price comparison between City using City electricians to perform cable pulls vs contractor's work

Equipment Rack:

- UL-listed 19" rack including:
  - Power distribution unit
  - Cable management
  - Cooling/ventilation

---

7. POWER & BACKUP REQUIREMENTS

- Provide centralized UPS system
- Minimum 30 minutes runtime for:
  - Control systems
  - Amplifiers
  - Network equipment

---

8. TESTING & COMMISSIONING

Vendor shall perform full system validation including:

- SPL verification using calibrated meter
- Intelligibility testing (STI)
- Zone-by-zone testing

Deliverables:

- As-built drawings
- Wiring schematics
- Equipment data sheets
- Test results
- Compliance certifications (UL, FCC, ADA)

---

9. TRAINING & DOCUMENTATION

Vendor shall provide:

- On-site training for staff
- User manuals and quick-start guides
- System diagrams

---

10. WARRANTY & SUPPORT

- Minimum 1-year warranty (parts & labor)
- Optional multi-year service agreement including:
    - Preventative maintenance
    - Software updates
    - Priority support

---

11. MINIMUM FUNCTIONAL REQUIREMENTS

The system must:

- Support multi-zone paging (by floor)
- Provide uniform audio coverage
- Integrate with:
    - Fire alarm system
    - VoIP system
- Support:
    - Live paging
    - Scheduled tones
    - Emergency broadcasts

12. APPROVED MANUFACTURERS / BASIS OF DESIGN

To ensure system reliability, performance, and long-term supportability, all major system components shall be provided by manufacturers with demonstrated experience in commercial institutional PA and mass notification systems.

12.1 Basis of Design

The system shall be based on one of the following manufacturers:

- AtlasIED
- Bogen Communications

These manufacturers establish the minimum standard of quality, performance, and integration required for this project.

12.2 Acceptable Manufacturers (or Equal)

Equivalent systems may be proposed from the following manufacturers, provided full compliance with all specifications is demonstrated:

Paging / DSP / System Controllers

- AtlasIED
- Bogen Communications
- Valcom

Amplifiers (70V Commercial Grade)

- QSC
- Crown Audio
- AtlasIED
- Bogen Communications

Speakers (Indoor 70V Ceiling/Wall)

- AtlasIED
- JBL Professional
- Electro-Voice
- Bogen Communications

Outdoor / Horn Speakers

- AtlasIED
- Bogen Communications

- JBL Professional

12.3 Substitution Requirements

Any proposed “equal” system must:

- Meet or exceed all performance specifications, including:
  - SPL coverage (65–75 dB)
  - ±3 dB uniformity
  - STI ≥ 0.6
- Provide documented proof of prior installations in K–12 environments
- Include full system integration capability (VoIP, FACP, zoning)
- Be supported by a U.S.-based manufacturer with available technical support

---

12.4 Unacceptable Equipment

The following will NOT be accepted:

- Consumer-grade or prosumer audio equipment.
- Systems lacking centralized amplification (70V backbone).
- Standalone IP speaker systems without:
  - Engineered acoustic design.
  - Verified SPL performance.

    Manufacturers without established commercial installation history

TINKER ELEMENTARY SCHOOL 809 HIGHLAND AVENUE WTBY CT 06708

1.System Design and Planning

- Conduct a comprehensive site assessment and acoustical survey to determine optimal speaker, amplifier, and control interface locations in accordance with ANSI/INFOCOMM standards.
- Install a fully zoned PA system to ensure uniform SPL (Sound Pressure Level) coverage (target: 65–75 dB SPL) across all instructional, administrative, common, and outdoor areas.
- Comply with local building, fire, and electrical codes, and align with NFPA 72 (National Fire Alarm and Signaling Code) where applicable.

2. Equipment Procurement

- Supply commercial-grade audio components rated for continuous institutional use, including:
  - 70V/100V line distributed audio speakers (wall/ceiling-mount) rated at minimum 10–30W each depending on zone requirements.

    - Amplifiers with minimum 20% headroom, equipped with thermal and overload protection.
    - Wired and wireless UHF/VHF or DECT-based microphones, with ADA-compliant interface options.
    - Central paging processor/controller with DSP (Digital Signal Processing) capabilities and minimum 4 mic/line inputs, 4 output zones (expandable).
- All equipment shall be RoHS-compliant and support firmware updates for future compatibility.

3. Installation and Configuration

- Install speakers and cabling infrastructure using plenum-rated cabling (CMP/CL3P) in accordance with NEC Article 725 for Class 2 and Class 3 power-limited circuits.
- Provide a UL-listed 19” equipment rack with power distribution unit, cable management, and thermal ventilation.
- Interface with existing IT infrastructure via PoE-capable network audio endpoints
- Ensure integration with:
    - Fire Alarm Control Panel (FACP) for priority override.
    - Bell/intercom schedule systems via contact closure, relay, or IP API.
    - School phone system
- Outdoor speakers must be weatherproof (IP65-rated) with UV and corrosion resistance.

4. Testing and Quality Assurance

- Perform validation using SPL meters, tone generators, and signal analyzers to verify:
    - Coverage uniformity within ±3 dB SPL variance.
    - Audio intelligibility (STI ≥ 0.6 recommended for voice).
- Submit a full commissioning report including:
    - Wiring schematics.
    - Component data sheets.
    - Audio test results.
    - Compliance documentation (FCC, UL, ADA where applicable).

5. Training and Support

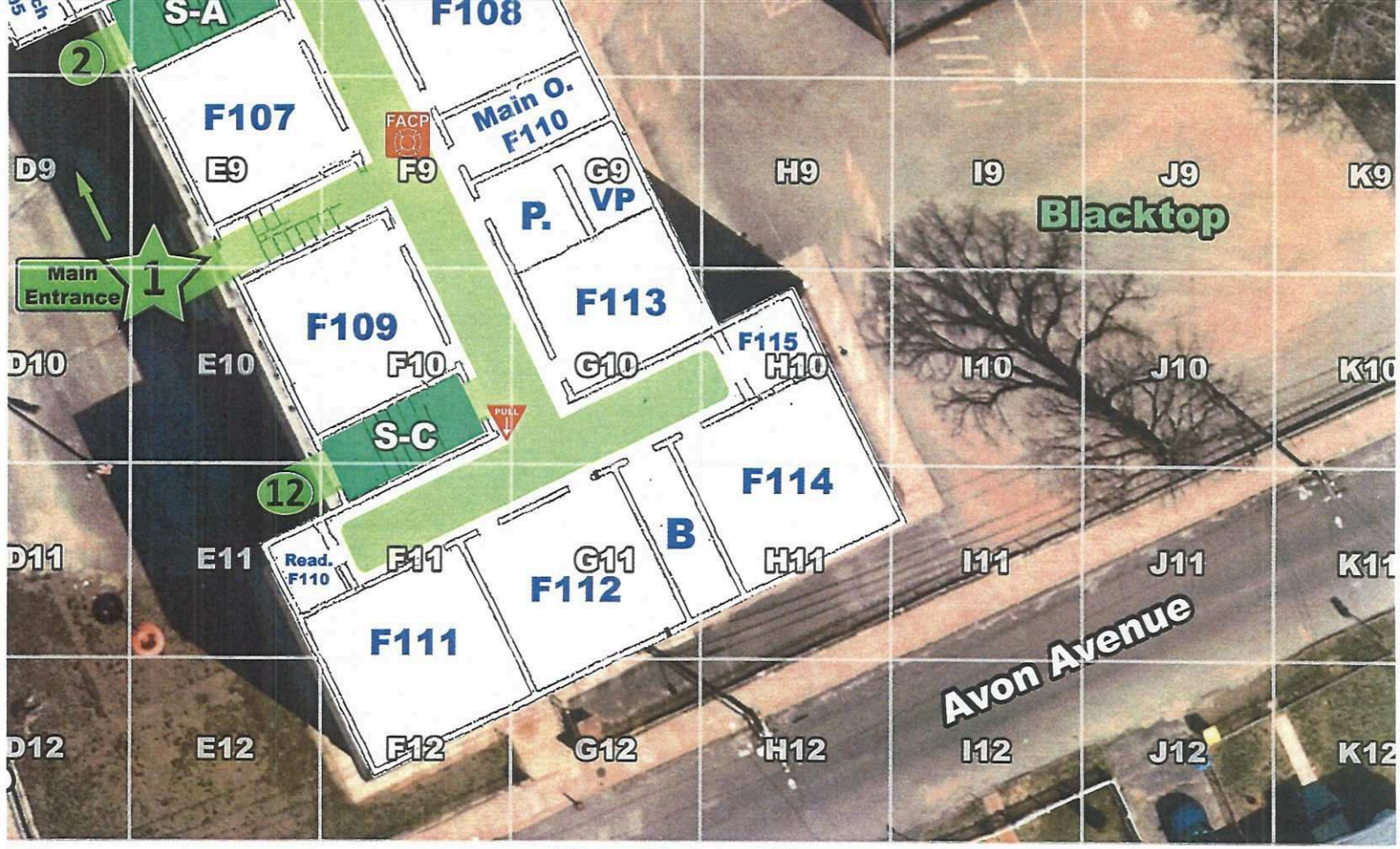
- Provide on-site operational training to school administrators and designated staff.
- Supply user manuals, quick-start guides, and schematic diagrams.
- Include 1-year minimum warranty on parts/labor and offer a renewable annual service agreement including preventative maintenance, software updates, and priority support.

6. System Requirements

The system must support the following minimum operational and safety standards:

- Central control processor with multi-source input (mic, auxiliary, pre-recorded, IP audio).

- Zoning functionality for customizable area-based broadcasts (e.g., by floor, wing, or building).
- Speakers:
    - Indoor: Ceiling/wall-mount 70V speakers (10–30W), 8-ohm or 70V selectable, frequency response 80 Hz–16 kHz.
    - Outdoor: Horn or surface-mount 30–60W, IP65 rated.
- Microphones:
    - Wired desktop paging mic with push-to-talk.
    - Wireless handheld/lavalier with rechargeable battery systems.
    - Must integrate to WPS VOIP system to allow each classroom broadcast system wide
- Emergency integration:
    - Must accept fire panel override input.
    - Capable of auto-muting standard announcements during emergencies.
- Power backup:
    - System-wide UPS (minimum 30 minutes' runtime) for control rack and amplifiers.



North UP

10 YARD GRID

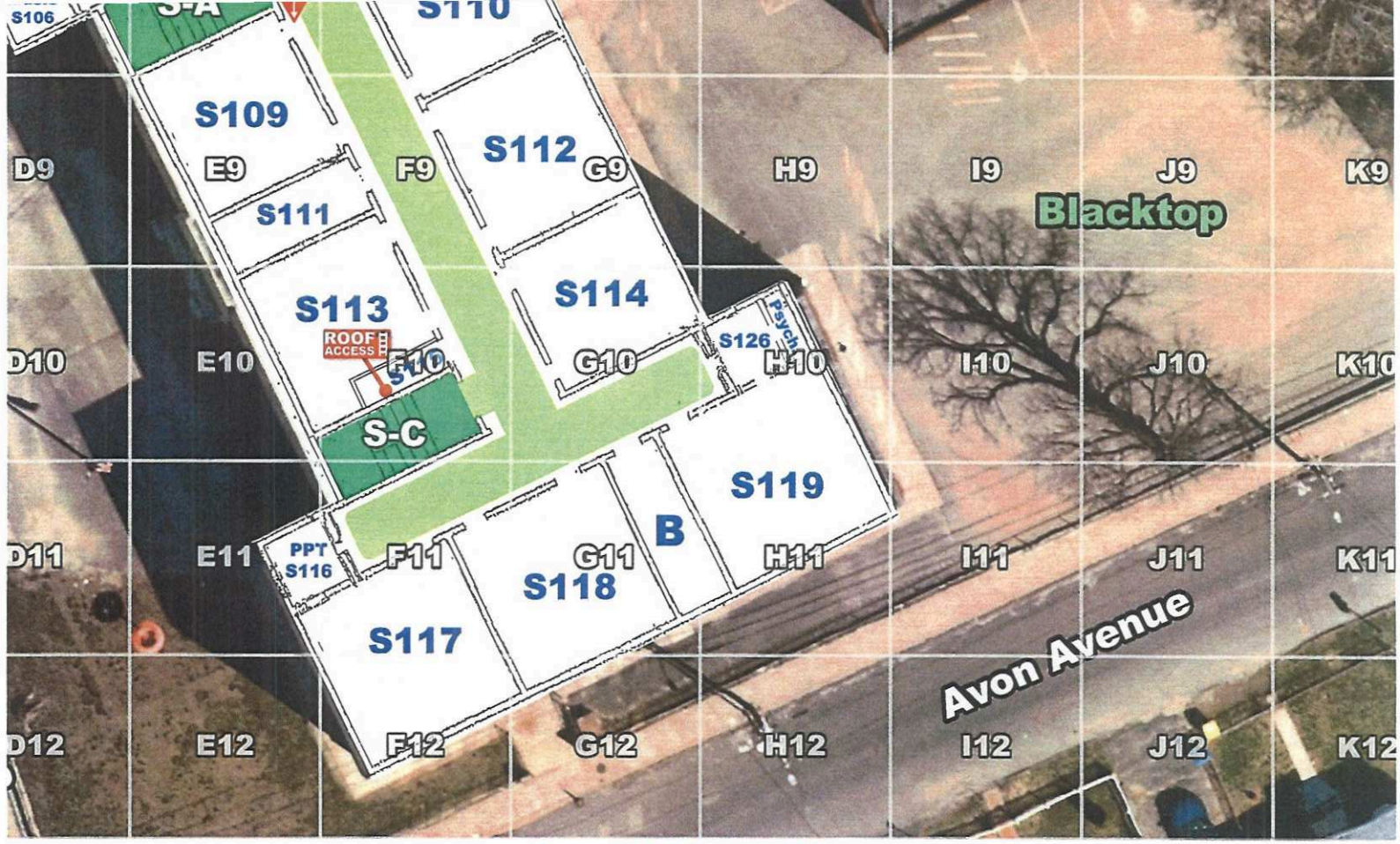
Version Control # V1.0

tsa Group, Inc. © www.CRGplans.com/Terms-Of-Use

First Floor - Micro

B.W. Tinker Elementary School

809 Highland Ave, Waterbury, CT 06708

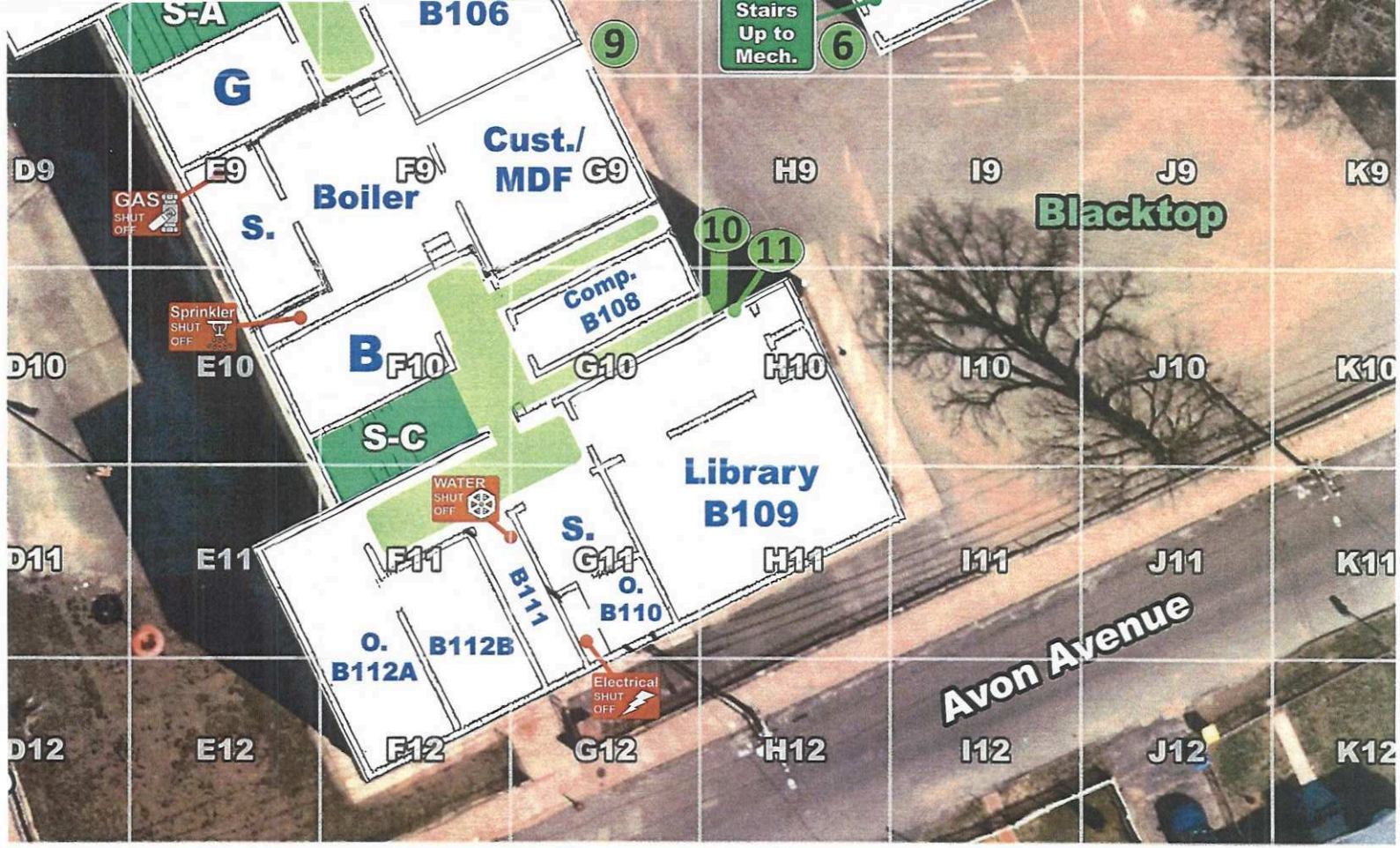


Second Floor - Micro

B.W. Tinker Elementary School

809 Highland Ave, Waterbury, CT 06708

ise Group, Inc. © www.CRGplans.com/Terms-Of-Use



North UP

10 YARD GRID

Version Control # V1.0

se Group, Inc. © www.CRGplans.com/Terms-Of-Use

Basement - Micro

B.W. Tinker Elementary School

809 Highland Ave, Waterbury, CT 06708


Our Lady of Mt. Carmel Roman Catholic Church
Mt. Carmel Child Care Center
EVAC. SITE
Congress Avenue
Highland Avenue
Dominos
Thomaston Savings Bank
4
3
7
8
9
6
10
11



North UP

Version Control # V1.0

10 YARD GRID

First Floor - Micro

Bunker Hill Elementary School

170 Bunker Hill Ave, Waterbury, CT 06708



North UP

Version Control # V1.0

10 YARD GRID

Second Floor - Micro

Bunker Hill Elementary School

170 Bunker Hill Ave, Waterbury, CT 06708



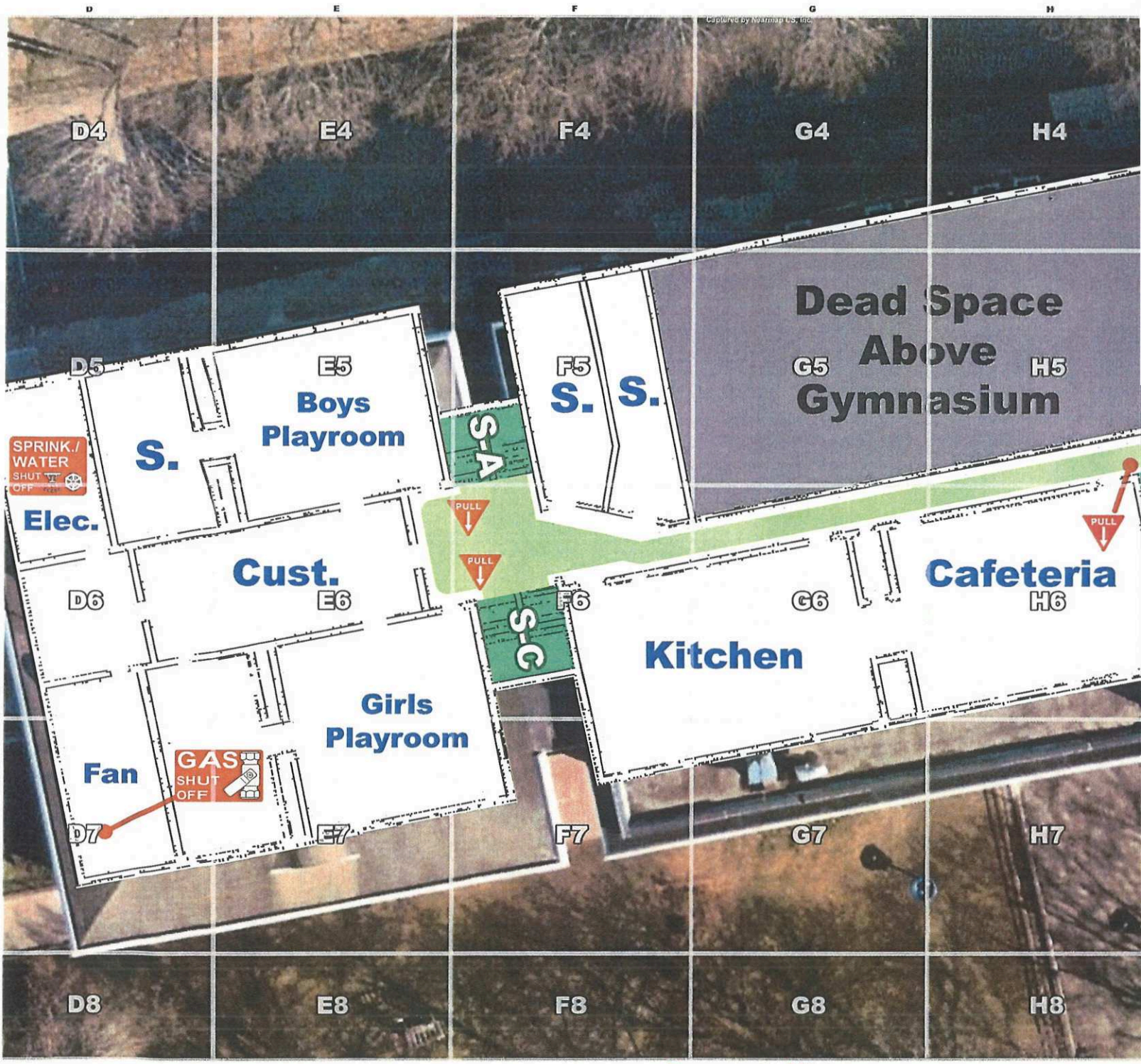
North UP

North UP Version Control # V1.0

Gym Level - Micro

Bunker Hill Elementary School

170 Bunker Hill Ave, Waterbury, CT 06708



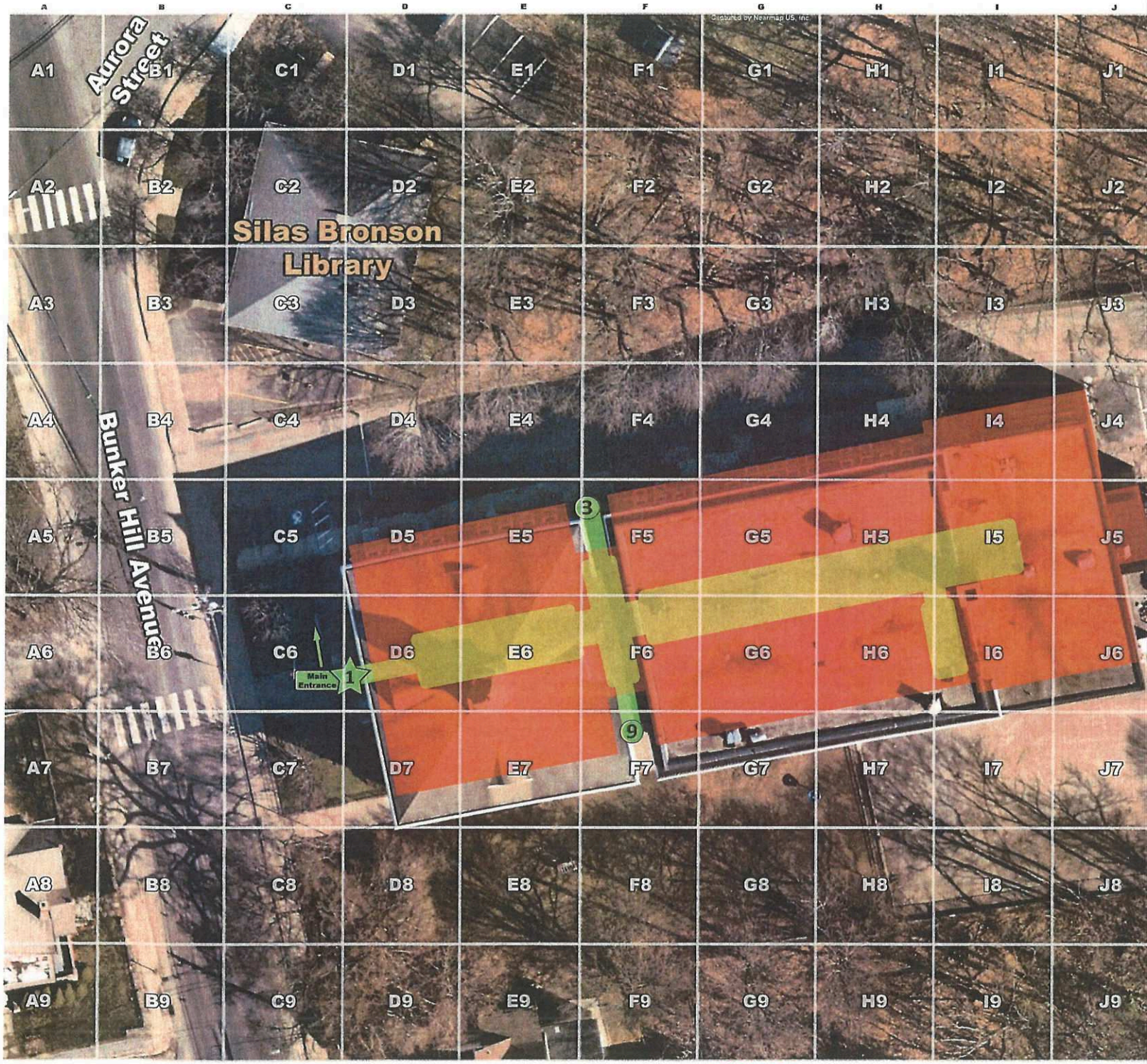
North UP

Version Control # V1.0

Basement - Micro

Bunker Hill Elementary School

170 Bunker Hill Ave, Waterbury, CT 06708



CRG

North UP

Version Control #

V1.0

10 YARD GRID

MACRO

Bunker Hill Elementary School

170 Bunker Hill Ave, Waterbury, CT 06708

Attachment B-1

NON-DISCRIMINATION CONTRACT LANGUAGE

Pursuant to Connecticut General Statutes Section 4a-60 and except as provided in section 10a-151i of the General Statutes, every contract to which a state agency or political subdivision of the state, including a municipality or quasi-public agency, is a party to shall contain the following provisions:

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

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

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

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

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.2
September 17, 2026

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve to apply for the Connecticut State Department of Education CT High Dosage Tutoring Competitive Grant.

Waterbury Public Schools

Office of Competitive Grants
Louise Allen Brown, J.D., M.P.A., Grant Writer

September 11, 2026

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

Re: CT High Dosage Tutoring Competitive Grant for Local Education Agencies (CSDE)

Dear President Brown and Board of Education Commissioners:

The Connecticut State Department of Education recently announced the availability of a competitive grant for High-Dosage Tutoring in math for students in grades six to ten. Waterbury's proposal requests funding to provide math tutors to provide tutoring services to Reed School students in grades six, seven, and eight, who do not meet math achievement goals.

Tutors will be approved by CSDE. Tutoring will be provided at Reed during the school day, three to five intervention periods per week (called WIN (*What I Need*) periods), for at least 30 minutes each tutoring session. Consistent small-group math instruction will be delivered in that time at a maximum tutor to student ratio of 1:4.

The grant application is for a $50,000 grant for the 2026-2027 school year. No matching funds are required.

Additional details about this grant are included in my attached Grant Highlights document. The application deadline is September 11, 2026. I respectfully request your permission to apply for this grant.

Very truly yours,

Louise Allen Brown

Louise Allen Brown
Grant Writer

cc: Dr. Darren M. Schwartz
Lori Eldridge
Janet Frenis
Doreen Biolo

CT High Dosage Tutoring Competitive Grant Application
for Local Education Agencies (LEAs)
Connecticut State Department of Education
September 11, 2026
Louise Allen Brown, WPS Grant Writer

Grant Highlights

Program Purpose:
In light of the "extensive impact of the COVID-19 pandemic on students," the purpose of this grant is to fund High-Dosage Tutoring (HDT), a "…well-researched strategy to address learning loss, ensuring students have intensive, curriculum-aligned support to close academic gaps…" [RFP, p. 2]

Eligible Applicants:
"Eligible applicants include public schools (K-12), Regional Education Services Centers (RESCs), the governing authority for a state charter school, state technical high schools, incorporated endowed high schools or academy and nonpublic and private schools. [RFP, p. 6]

Grant Period: 9/2026 to 6/30/2027

Grant Amount and Matching Funds: Maximum grant award of up to $50,000

Application Deadline: September 11, 2026

Program Description:
"…LEAs must commit to using HDT funding to support one of the two activities:

- Expand, enhance or improve an existing HDT program to conform to all elements outlined in Section V; or
- Create a new HDT program in a school and/or across the LEA that targets specific grade levels and/or student cohorts…."

[RFP, p. 7]

"…Successful applicants for this competitive grant will receive the following resources and supports:

1. A maximum grant award of up to $50,000 (estimated $2,500 per student) served through the program, with the per student grant award dependent on the Biennial Budget allocation. Section VII outlines priority students that LEAs should target through this grant. *Please note grant funding will be available on a reimbursement basis only.*
2. Access to trained, qualified tutors provided by for-profit, non-profit, and/or community-based organizations that have been vetted and approved by the CSDE.
3. Ongoing technical assistance, coaching, and participation in a Community of Practice (CoP) provided by the CSDE…."

[RFP, p. 6]

Proposed Waterbury Project:

Waterbury's application for this grant proposes a High-Dose Tutoring program for Reed School to improve math achievement for students. Students identified to participate in this program are Reed students in grades six, seven, and eight, who do not meet math goals on standardized tests, and are at greatest need of the proposed initiative to accelerate their math learning.

In addition to standards-aligned math instruction, a MTSS/SRBI framework, data-driven intervention practices, and new WIN blocks for Grades 6–8 (Reed intervention periods of 45 minutes daily for Grade 6, 35 minutes daily for Grades 7–8) already at Reed, through this grant Reed will implement math tutoring for high-need students in grades six to eight, three to five WIN periods per week, for at least 30 minutes. Consistent small-group math instruction will be delivered in that time at a maximum tutor to student ratio of 1:4. Reed will engage qualified tutors that have been vetted and approved by the CSDE. Parents/families will be notified about this initiative.

Reed School is prepared to implement the proposed program, monitor its impact, and use the lessons learned to strengthen mathematics instruction and intervention beyond the grant period.

Proposed Waterbury Budget:

The Waterbury proposal for grant funding for Reed School totals $50,000. The budget includes funds for school-based HDT coordination, CSDE approved HDT providers to provide math tutoring for students in grades 6-8, and math tutoring supplies. No matching funds are required.

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.1
September 17, 2026

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following athletic appointments:

Name	*Position*	*Location*	*Effective*
Chouinard, Alyssah	Intramural Girls Basketball Coach; Intramural Soccer Coach	Reed	8/21/26
Dubois, Zachary	Head Cross Country Coach	KHS	08/31/26
D'Eredita, Joshua	Intra-District Girls Soccer Coach	CHS	09/02/26
Green, David	Head Soccer Coach	CHS	08/21/26
Sharkis, Daniel	Assistant Football Coach	CHS	08/24/26
Ventura, Hermy	Intramural Boys Basketball Coach; Intramural Volleyball Coach	Reed	11/01/26

Respectfully submitted,

Dr. Darren Schwartz
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.2
September 17, 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.*
Cardova, RaeAnne	Tutor Kingsbury	PT	$25.00/hr	NON BOE	Title I DW 24-26	08/25/26
Olivero, Rosalva	Classroom Assistant RC International	FT	$22.45/hr	UPSEU68	Priority 25-26	08/25/26
Porter, Sandra	Position Change from Para to Parent Liaison at Duggan	FT	$20.97/hr	UPSEU69	Title I DW 25-27	09/03/26
Reyes, Leilanie	Classroom Assistant RC International	FT	$16.94/hr	UPSEU68	Priority 25-26	08/25/26

Respectfully submitted,

Dr. Darren Schwartz
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.3
September 17, 2026

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Rotella After School Program appointments – Academic and Enrichment:

SAW ADMINISTRATORS:	*WTA TEACHERS:*
Academic: Carla Cruess	Academic: Raffaele Banner
Enrichment: Dana Wallace	Academic: Bart Ianantuoni
Substitute: Angela Heidgerd	Academic: Cheryl Philips
Substitute: Dawn Biolo	Academic: Mary Monroe
Substitute: Melissa Lopez	Enrichment: Stephanie Colon
	Enrichment: Rebecca Hanlon
AV TECH:	Enrichment: Alexus Lee-Furlow
Zachary Boulier	Enrichment: Benjamin Snyder
	Enrichment: Jennifer DeJesus
	Enrichment: Mikaela Vitale
SECRETARY:	Substitute: Odet Simoes
Shonda Wiggins	Substitute: Julia Matthews
	Substitute: Krista Zaccagnini

Respectfully submitted,

Dr. Darren Schwartz
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.4
September 17, 2026

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following miscellaneous appointments:

Name	*School*	*Position*	*Program*
Bilbrough, Allyson	Walsh	Teacher	Before/After School Program
Fac, Elizabeth	Walsh	Sub-teacher	Before/After School Program
Flematti, Jessica	n/a	Social Worker Mentor	n/a
Miranda, Stephanie	n/a	Social Worker Mentor	n/a

Respectfully submitted,

Dr. Darren Schwartz
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.5
September 17, 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*
Boucher, Lauren	Gilmartin	Elementary	5
Cable, Ty	Bunker Hill	Art	K-5
DeLong, Matthew	Sprague	Music	K-5
Diaz, Katherine	Sprague	Special Ed	K-2
Garcia Perez, Giocondiz	WCA	World Language-Spanish	9-12
Gittleson, Geoffrey	WAMS	Science-Biology	9-12
Henry, Elizabeth	Carrington	Elementary	K
Johnson, Jada	WHS	PE/Health	9-12
Karim, Tarik	KHS	Tech Ed-TBD	9-12
Kelsey, Kaylee	WHS	Music	9-12
Klem, Leigha	Bunker Hill	Special Ed–Resource	2-3
Manuale, Sara	Districtwide	SLP	PK-12
Morea, Marianne	NEMS	Literacy Title 1	6-8
O'Donnell, Kayleigh	Tinker	Elementary	3
Osborne, Jessica	NEMS	ELA	7
Parry-Orsatti, Zoe	Bucks Hill	Elementary	2
Sargeant, Skylar	Washington	Elementary	K
Spatta, Dawn	Carrington	Science	7-8
Stango, Karie	Kingsbury	Library/Media	K-5
Stickney, Jenna	Gilmartin	ELA	7
Vashonti, Mack	WHS	ELA	9-12
Wrenn, Tyler	CHS	Science	9-12

Respectfully submitted,

Dr. Darren Schwartz
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.6
September 17, 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*
Augelli, Martin	Brass City/Special Ed	09/08/26
Civitello, Rachel	WHS/Special Ed	09/18/26
Dail, Chantell	CHS/Special Ed	08/24/26
DeFusco, Anna	WHS/Special Ed	06/30/26
Haley, Joy	RMS/Elementary	09/11/26
Hunt, Scott	WHS/School Psychologist	08/21/26
Largent, Jason	WCA/Music	08/24/26
Orozco, SMI Ryan	WHS/MCJROTC	08/28/26
Rivera Rodriguez, Maria	Walsh/Special Ed	09/02/26
Robertson, Sarah	Reed/Library Media Specialist	08/20/26
Salazar, Ashley	Bucks Hill/Elementary	08/21/26

Respectfully submitted,

Dr. Darren Schwartz
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.7
September 17, 2026

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

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

Name	*Assignment*	*Effective*
Cinquegrana, Rosanna	KHS/Spanish	10/30/26
Gorman, Joseph	Supervisor of Physical Education & Health	02/02/2027

Respectfully submitted,

Dr. Darren Schwartz
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.8
September 17, 2026

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following First Lego League 2026/2027 appointments effective 09/10/26:

Name	*Position*	*Location*
Tilton, Liam	Lead Advisor	Gilmartin
Garrita, Dan	Assistant Advisor	NEMS
Lovell, Thomas	Lead Advisor	NEMS
Gilday, Michael	Lead Advisor	WMS
Geffken, Melissa	Assistant Advisor	WMS
Lund, Melissa	Lead Advisor	WAMS
Haines, Thomas	Lead Advisor	WSMS

Respectfully submitted,

Dr. Darren Schwartz
Superintendent of Schools



COMMUNICATIONS



August 18, 2026 through
September 15, 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

August 14, 2026

Avarice Jacovino
175 Grove St., Apt. 21F
Waterbury, CT 06710
jacovinoelliott@gmail.com

Dear Ms. Jacovino:

We are pleased to receive your acceptance of our offer of employment for the position of Office Aide for the Department of Education – Washington Elementary School (Requisition #20250083) at $16.94 per hour.

Your first day reporting to **Washington Elementary School** 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 at the Department of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City.

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

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 SEIU contract for other available fringe benefits by visiting our website at www.waterburyct.org.

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 Resources Generalist
NW/sd
cc: Board of Education
Inez Ramirez, Principal, Washington
Dr. Darren Schwartz, Supt. of Schools
File

Monday, August 17, 2026

The City of Waterbury, Connecticut
Department of Human Resources
Office of the Civil Service Commission
236 Grand Street
Waterbury, CT 06702
(203) 574-6761

Satcheena Julceus
satchy07@gmail.com

Dear Ms. Julceus:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education-Food Service for the position of Food Service Worker (Req. #20260524) at $18.46 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 3/4 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA-LOCAL 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.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Your probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Please contact Donna Ignacio, at 203-574-8195 with any questions you may have in regard to this position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
nwest@waterburyct.org

NW/sd
cc:
Board of Education
Darren Schwartz, Supt. of Schools
Adam Shaban, Food Service 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 17, 2026
REVISED

Avarice Jacovino
175 Grove St., Apt. 21F
Waterbury, CT 06710
jacovinoelliott@gmail.com

Dear Ms. Jacovino:

We are pleased to receive your acceptance of our offer of employment for the position of Office Aide for the Department of Education – Washington Elementary School (Requisition #20250083) at **$17.45 per hour.**

Your first day reporting to Washington Elementary School 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 at the Department of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City.

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

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 SEIU contract for other available fringe benefits by visiting our website at www.waterburyct.org.

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 Resources Generalist
NW/sd
cc: Board of Education
Inez Ramirez, Principal, Washington
Dr. 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 20, 2026

Faye Delorenzo
1385 Highland Ave., Unit 20B
Waterbury, CT 06708
Fab65@sbcglobal.net

Dear Ms. Delorenzo:

This is to inform you that you are being transferred from Wilby High School to Generali Elementary School in the same job classification. (Req #20270058).

Your rate of pay will be the same.

Your start date in this new position will be August 24, 2026.

I hope that you are happy in your new assignment.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
nwest@waterburyct.org

NW/sd

cc: Board of Education
Dr. Schwartz, Supt. of Schools
Christine Gaudiosi, Principal @ Generali
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 31, 2026

Maria Rego
316 Krueger Circle, Unit D
Southbury, CT 06188
Mrego1960@gmail.com

Dear Ms. Rego:

This is to inform you that your request for a voluntary demotion to a Food Service Helper (Req. #20260405) in the Department of Education – Food Service has been approved. Your rate of pay in this new assignment will be $20.12 per hour.

Your official start date in this position was September 1, 2026.

I hope that you are happy in your new assignment.

Sincerely,
Nicholle West
Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Schwartz, Supt of Schools
Adam Shaban, Director of Food Service
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

September 2, 2026

Dennis Ayala Rivera
1652 Meriden Rd., Apt. 24
Waterbury, CT 06705
Djoel1020@gmail.com

Dear Mr. Ayala Rivera:

This is to inform you that your request for a voluntary demotion to a Paraprofessional I (Req. #20260403) 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 will be September 11, 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 Services
File