BOARD OF ALDERMEN
MONDAY, AUGUST 17, 2026
REGULAR MEETING @ 6:00 PM.
ALDERMANIC CHAMBERS ~ 2ND FLOOR ~ CITY HALL
235 GRAND STREET, WATERBURY, CT 06702

:AGENDA:

The Regular Meeting will be broadcast live on the City of Waterbury's Government Access Channel (Comcast Channel 96; Frontier Channel 6096) and the City of Waterbury's YouTube Channel. https://youtu.be/x4CgakCPh0g

PUBLIC HEARING: @ 6:00 P.M.

For the purpose of receiving public input regarding the proposed Ordinance Creating a Loneliness and Social Isolation Commission, as submitted by ***Angela R. Juliani, Corporation Counsel.***

►CALL TO ORDER:

►PLEDGE OF ALLEGIANCE:

►PRAYER:

►ROLL CALL:

►OFFICIALLY SCHEDULED PRESENTATION:

►PUBLIC SPEAKING:

►EXECUTIVE SESSION:

►APPROVAL OF MINUTES:

- ***Monday, June 22, 2026/Regular Summary Minutes***
- ***Monday, July 13, 2026/Regular Summary Minutes***

►MAYOR'S REPORT:

RECESS INTO COMMITTEES:

►NEW BUSINESS:

1. PAUL K. PERNEREWSKI, JR.
Mayor, City of Waterbury

RE: Submittal of the following **RESTRICTED AND UNRESTRICTED** appointments to Board and Commissions.

RECEIVE AND PLACE ON FILE.

2. MICHAEL J. DALTON
City Clerk

RE: Submittal of FY2025-26 Annual Reports from the following departments, to wit: ~

- ***City Clerk***
- ***City Planner***
- ***Registrars of Voters***
- ***Senior Center***
- ***Town Clerk***

RECEIVE AND PLACE ON FILE.

3. SONJIA GOMES
Former Commissioner

RE: Submittal of a Letter of Resignation from the **Fair Rent Commission** effective July 16, 2026.

RECEIVE AND PLACE ON FILE.

4. FRANK BAKER
Building Official

RE: Requesting approval of the following cancelled permit(s). No work has been performed; therefore, the permit fee shall be refunded, minus a 10% processing fee.

GO PERMITS – Siding Permit Fee - $1,080.00
GO PERMITS – Siding Permit Fee - $292.50

REFERRED TO THE FINANCE COMMITTEE.

5. AUDREY HARRELL
Former Commissioner

RE: Submittal of a Letter of Resignation from the Silas Bronson Library Board of Agents effective July 2026.

RECEIVE AND PLACE ON FILE.

6. PAUL K. PERNEREWSKI, JR.
Mayor, City of Waterbury

RE: Appointment of the following individual as **Treasurer of the Board of Agents of the Silas Bronson Library.**

APPOINTEE	**POSITION**
Michael LeBlanc (**Non-voting Member**)	Treasurer

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

7. SANTIAGO VALENCIA
Project Manager

RE: Requesting approval of a Project Authorization Letter for the Roberto Clemente International Dual Language School Project.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

8. ROBERT DOWD
Project Manager

RE: Requesting approval of an Authorization Letter for the Walsh Elementary School Roof Replacement Project, with an estimated project cost of **$804,250.00**.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

9. ROBERT DOWD
Project Manager

RE: Requesting approval of an Authorization Letter for the Wilson Elementary School Roof Replacement Project, with an estimated project cost of **$823,119.00**.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

10. ROBERT DOWD
Project Manager

RE: Requesting approval of an Authorization Letter for the Bucks Hill Elementary School Roof Replacement Project, with an estimated project cost of **$1,071,250.00**.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

11. AISLING MCGUCKIN, ***RN, MSN-MPH***
Director of Health

RE: Requesting approval to Submit the Connecticut Department of Public Health FY 2027 Per Capita Funding Application and Accept Grant Funds in the Total Amount of **$277,285.20.**

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

12. MANSI DOSHI
Project Manager, WDC

RE: Requesting approval of Amendment No. 5 to the Professional Services Agreement with Tighe & Bond, Inc. for 170 Freight Street, Extending the Contract Term and Increasing the Contract Amount by **$249,686.00**.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

13. MANSI DOSHI
Project Manager, WDC

RE: Requesting approval of Amendment No. 1 - for Slab Removal at the 170 Freight Street Project with Manafort Brothers, Inc., for a **TIME EXTENSION ONLY**.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

14. MICHAEL LEBLANC
Director of Finance

RE: Submittal of Capital Project & NC Special Programs – Quarterly Budget Status Report.

RECEIVE AND PLACE ON FILE.

15. RAMON ESPONDA
Superintendent of Water

RE: Requesting approval of an Agreement between the City of Waterbury and the Connecticut Forest & Park Associate for Use of the Mattatuck Hiking Trail.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

16. CARRIE A. SWAIN, *Clerk*
Waterbury Board of Education

RE: Requesting approval of Amendment Two (**2**) to the Professional Services Agreement with Connecticut RISE Network, Inc. for Data Hub Setup, Configuration and Implementation.

REFERRED TO THE FINANCE COMMITTEE.

17. CARRIE A. SWAIN, *Clerk*
Waterbury Board of Education

RE: Requesting approval of a College Readiness and Success Agreement with College Board (CB-00042060), in an amount not to exceed **$51,364.70** for PSAT and SAT student assessments.

REFERRED TO THE FINANCE COMMITTEE.

18. CARRIE A. SWAIN, *Clerk*
Waterbury Board of Education

RE: Requesting approval of a three-year Memorandum of Understanding with the University of Connecticut, at no cost, for student teaching opportunities as part of its teacher preparation program.

REFERRED TO THE FINANCE COMMITTEE.

19. CARRIE A. SWAIN, *Clerk*
Waterbury Board of Education

RE: Requesting approval of a Professional Service Agreement (RFP #8716) with Kaestle Boos Associates, Inc., in an amount not to exceed **$1,023,155.00**, for architectural and design services for Roberto Clemente International Dual Language School.

REFERRED TO THE FINANCE COMMITTEE.

20. CARRIE A. SWAIN, *Clerk*
Waterbury Board of Education

RE: Requesting approval of a Professional Service Agreement (RFP #8777) with Facilities Compliance Fire Protection, LLC, for a three-year period and in the not to exceed amount of **$209,886.00**, for fire

suppression equipment testing and maintenance at various schools/facilities.

REFERRED TO THE FINANCE COMMITTEE.

21. CARRIE A. SWAIN, *Clerk*
Waterbury Board of Education

RE: Requesting approval of a Construction Contract (RFP #8857) with Union Flooring Installations, LLC, in an amount not to exceed **$199,395.00**, for gymnasium floor replacements at Maloney Magnet School and Bunker Hill School.

REFERRED TO THE FINANCE COMMITTEE.

22. CARRIE A. SWAIN, *Clerk*
Waterbury Board of Education

RE: Requesting approval of a three-year Agreement with Intensive Education Academy, Inc., in an amount not to exceed **$539,832.45**, to provide educational services in accordance with students' Individualized Education Programs (IEPs).

REFERRED TO THE FINANCE COMMITTEE.

23. ROY E. CAVANAUGH, P.E.
City Engineer

RE: Requesting approval to authorize the Mayor to execute all documents necessary to accept the **DEEP Climate Resilience Fund 2025 Grant** in the amount of **$644,456.00** for the Clough Brook Watershed Flood Resilience Improvements project, for design and permitting of flood mitigation improvements near Bunker Hill Avenue, with **no City match required**.

REFERRED TO THE FINANCE COMMITTEE.

24. SALVATORE D. PORZIO
Project Manager, Engineering Dept.

RE: Requesting approval of a Professional Services Agreement (RFQ No. 8132) with Prime Consulting Inc. for Engineering On-Call Services through **December 31, 2027**, for construction administration and resident engineer inspection services, with **no cost to the City** unless services are authorized by Task Order.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

25. MICHAEL LEBLANC
Director of Finance

RE: Requesting approval of a **$5,000,000 Appropriation and Bond Authorization** as the City's required match for the State Urban Act Grant-In-Aid to the Waterbury Land Bank Authority, Inc., and to set a public hearing for **September 8, 2026**, as required by the City Charter.

REFERRED TO THE FINANCE COMMITTEE.

►STANDING COMMITTEE:

CASSIE M. GORMAN
Tax Collector

RE: Request for refunds for Tax Overpayments in the amount of **$20,830.43**.

REFERRED TO THE FINANCE COMMITTEE.

►UNFINISHED BUSINESS:

1. MICHAEL LEBLANC
Director of Finance

RE: Requesting approval of a Purchase and Sale Agreement for the sale of 36 Welton Street, a vacant 0.43-acre parcel, for consideration of **$25,000** and an associated tax assessment with Laing Capital Partners, LLC.
(Received on January 05, 2026 and referred to Finance Committee). PH set for January 20, 2026 (Tabled until 02/09/2026).

2. RAFAEL FELICIANO-ROMAN
Board of Aldermen
5th District

RE: Requesting approval for cultural district establishment, bond reporting, and Rolling Mill Playground plan, including:

Puerto Rican Heritage Cultural District
(Received on December 15, 2025 and referred to Intergovernmental Committee postponed until December 14, 2026).

3. RAFAEL FELICIANO-ROMAN
Board of Aldermen
5th District

RE: Requesting approval for updates to City Boards and Commissions structure and transparency, including:

. Arts, Culture and Tourism Commission
(Received on December 15, 2025 and referred to Intergovernmental Committee and referred to Corporation Counsel).

4. RAFAEL FELICIANO-ROMAN
Board of Aldermen
5th District

RE: Requesting approval for updates to City Boards and Commissions structure and transparency, including:

Transparency of Boards and Commissions
(Received on December 15, 2025 and referred to Corporation Counsel and postponed until March 9, 2026.)

5. RAFAEL FELICIANO-ROMAN
Board of Aldermen
5th District

RE: Requesting approval to establish a Gentrification Mitigation Zone Ordinance and create Youth Alderman positions, including:

Gentrification Mitigation Zone Ordinance
(Received on December 15, 2025. - Referred to Intergovernmental Committee. Referred to Corporation Counsel and to amend the timetable to postpone consideration until - December 14, 2026).

6. RAFAEL FELICIANO-ROMAN
Board of Aldermen
5th District

RE: Requesting approval to establish a Gentrification Mitigation Zone Ordinance and create Youth Alderman positions, including:

Youth Alderman Positions
(Received on December 15, 2025. - Referred to Intergovernmental Committee). Referred to Corporation Counsel).

7. RAFAEL FELICIANO-ROMAN
Alderman – 5th District

RE: Requesting a Hobart Welton Carriage Shed Historic Recognition Resolution.
(Received on January 05, 2026 and referred to Intergovernmental Committee and Referred to Corporation Counsel).

8. GEORGE N. NOUJAIM
Board of Aldermen
District 4

RE: Requesting approval of an Ordinance authorizing the Health Department to establish and impose administrative monetary fines for violations of health-related laws and ordinances.
(Received on February 25, 2026 and referred to Finance Committee & referred to Corporation Counsel.)

9. KENNETH J. CURRAN
Board of Aldermen
District 1

JOHN DREWRY
Board of Aldermen
District 3
Co-Sponsor

RE: Submittal of a Loneliness and Social Isolation Commission Resolution.
(Received on March 9, 2026 and referred to Intergovernmental).

10. IAN T. BLAKE
Alderman 2nd District

BELINDA WEAVER
Alderwoman 2nd District
(Co-Sponsor)

RE: Submittal of an Ordinance Proposal to include and implement an itemized distribution statement on taxpayers' bills. Taxpayers would benefit from clear, consistent, plain-language information showing how the property tax levy is allocated across major City services.
(Received on February 9, 2026 and referred to the Finance Committee).

11. MICHAEL RINALDI
Alderman, 1st District

KENNY CURRAN
Alderman, 1st District'
Lead Sponsors

MICHAEL DIGIOVANCARLO
SEAN MOSLEY
BELINDA WEAVER
IAN BLAKE
JOHN DREWRY
MICHAEL GROSSO
SANDRA MARTINEZ-MCCARTHY
KELLY ZIMMERMANN
BRYAN MCENTEE
GEORGE NOUJAIM
JEFF HUNTER
RAFAEL FELICIANO-ROMAN
ADRIAN SANCHEZ
Alderman/Alderwoman/Co-Sponsors

RE: Submittal of Codification of Fire Hydrant Rules and Regulations Resolution.
(Received on May 11, 2026 and referred to Intergovernmental Committee. Referred to Corporation Counsel).

12. RAFAEL FELICANO-ROMAN
SANDRA MARTINEZ-MCCARTHY
ADRIAN SANCHEZ
KELLY ZIMMERMANN

RE: Requesting a legislative inquiry concerning financial reporting and documentation for certain Capital Projects and Special Program accounts.
(Received on May 11, 2026 and referred to the Intergovernmental Committee and was Tabled until October 05, 2026.)

13. ANGELA R. JULIANI
Corporation Counsel

RE: Requesting approval of a Proposed Ordinance Creating a Loneliness and Social Isolation Commission.
(Received June 22, 2026; referred to the Intergovernmental Committee; Public Hearing set for August 17, 2026.)

14. PAUL K. PERNEREWSKI, JR.
Mayor, City of Waterbury

RE: Proposed Amendments to Sections §96.160-§96.999 and §122.51 of the Waterbury Code of Ordinances expanding smoke-free zones to Include vaping and e-cigarettes.
(Received on June 22, 2026 and referred to the Intergovernmental Committee.)

15. PAUL K. PERNEREWSKI, JR.
Mayor, City of Waterbury

RE: Proposed Ordinances §80.01 - §80.07 Authorizing a Municipal School Bus Violation Enforcement System.
(Received on June 22, 2026 and referred to the Intergovernmental Committee.)

16. PAUL K. PERNEREWSKI, JR.
Mayor, City of Waterbury

RE: Proposed Amendments to Section §39.047 of the Waterbury Code of Ordinances Relating to the Prohibition Against Contingent Fees.
(Received on June 22, 2026 and referred to the Intergovernmental Committee.)

17. PAUL K. PERNEREWSKI, JR.
Mayor, City of Waterbury

RE: Proposed Amendments to Section §37.099 of the Waterbury Code of Ordinances Relating to Credit Allowances on Civil Service Examinations.
(Received on June 22, 2026 and referred to the Intergovernmental Committee.)

18. MICHAEL LEBLANC
Director of Finance

RE: Requesting approval to First Amendment to Construction Contract for Design and Build Rooftop Solar Photovoltaic System at Five Schools between the City and All-Electric Construction & Communication, LLC. ***(Received on July 13, 2026 and referred to Intergovernmental Committee.)***

19. DAVID SIMPSON
Director of Public Works

MICHAEL LEBLANC
Director of Finance

RE: Requesting approval of Second Amendment to Contract for One Exchange Place Fit Out with J.A. Rosa Construction, LLC.-
(Received on July 13, 2026 and referred to Intergovernmental Committee.)

20. DAVID SIMPSON
Director of Public Works

RE: Requesting approval of a Contract between the City of Waterbury and Dyna Moving and Storage Systems, Inc.
(Received on July 13, 2026 and referred to Intergovernmental Committee.)

MJD/ec

BOA-Agenda 8-17-2026

BOARD OF ALDERMEN
MONDAY, JULY 13, 2026
PUBLIC HEARINGS @ 6:00, 6:10, 6:15 and 6:20 P.M.
REGULAR MEETING @ 6:00 P.M.
ALDERMANIC CHAMBERS - 2ND FLOOR - CITY HALL
235 GRAND STREET, WATERBURY, CT 06702

SUMMARY MINUTES

The Regular Meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast Channel 96; Frontier Channel 6096) and the City of Waterbury's You Tube Channel https://youtu.be/JW4CctusSWQ

PUBLIC HEARING AT 6:00 P.M.

For the purpose of receiving public input regarding proposed amendments to Sections 96.160-96-999 and 122.51 of the Waterbury Code of Ordinances expanding smoke-free zones to include vaping and e-cigarettes, as submitted by Paul K. Pernerewski, Jr., Mayor, City of Waterbury.

Speaker (s):
1. Paul Kondash, 413 Harpers Ferry Road, Waterbury, CT
2. Sharon Samoska, 45 Pear Street, Waterbury, CT
3. Marianna Codianni, 61 Sharon Road, Waterbury, CT

CLOSED AT 6:09 P.M.

PUBLIC HEARING AT 6:10 P.M.

For the purpose of receiving public input regarding proposed Ordinances §80.07 Authorizing a Municipal School Bus Violation Enforcement System, as submitted by Paul K. Pernerewski, Jr., Mayor, City of Waterbury.

Speaker (s): 1. Paul Kondash, 413 Harpers Ferry Road, Waterbury, CT

CLOSED AT 6:13 P.M.

PUBLIC HEARING AT 6:15 P.M.

For the purpose of receiving public input regarding proposed amendments to Section §39.047 of the Code of Ordinances relating to Prohibition Against Contingent Fees as submitted by Paul K. Pernerewski, Jr., Mayor, City of Waterbury

Speaker (s): 1. Dennis Buckley, 1062 Meriden Road, Waterbury, CT

CLOSED AT 6:21 P.M.

PUBLIC HEARING AT 6:20 P.M.

For the purpose of receiving public input regarding proposed Amendments to Section §37.099 of the Waterbury Code of Ordinances relating to Credit Allowances on Civil Service Examinations, as submitted by Paul K. Pernerewski, Jr., Mayor, City of Waterbury

Speaker (s): 1. Paul Kondash, 413 Harpers Ferry Road, Waterbury, CT

CLOSED AT 6:23 P.M.

CALL TO ORDER: 6:24 P.M.

PLEDGE OF ALLEGIANCE & PRAYER: Observed

ROLL CALL:

Present	**(12)**	**Curran**	**Drewry**	**Feliciano-Roman**
		Grosso	**Hunter**	**Martinez-McCarthy**
		McEntee	**Mosley**	**Noujaim**
		Rinaldi	**Sanchez**	**Weaver**

Absent: (3) Blake, DiGiovancarlo and Zimmermann

OFFICIALLY SCHEDULED PRESENTATION (s):

Preservation of Senior Affordable Housing, Plaza on the Green and Josephine Towers

On a motion of Alderman Feliciano-Roman, duly seconded by Alderman Grosso, the Board of Aldermen voted unanimously to SUSPEND REGULAR ORDER OF BUSINESS TO MOVE THE PRESENTATION, ALLOW THE APPLICANTS TO PRESENT THEIR PROPOSAL AT THE APPROPRIATE TIME IF NECESSARY, and REFER THE AGENDA ITEMS TO THE INTERGOVERNMENTAL COMMITTEE, as the items relate to matters currently before the Committee.

On a motion of Alderman McEntee, duly seconded by Alderman Feliciano-Roman, the Board of Aldermen voted unanimously to SUSPEND THE REGULAR ORDER OF BUSINESS to take up Items #23 & 24 in the COMMITTEE OF THE WHOLE.

On a motion of Alderman Feliciano-Roman, duly seconded by Alderman Hunter, the Board of Aldermen voted unanimously AMEND the previous motion and add Items #3, #4, #5 and #6.

On a motion of Alderman McEntee, duly seconded by Alderman Feliciano-Roman, the Board of Aldermen voted by a unanimous roll call vote to take up Items #3, #4, #5, #6, #23 and #24 in the Committee of the Whole.

Item # 1 -Withdrawn by Submitter

COMMITTEE OF THE WHOLE

On a motion of Alderman Feliciano-Roman, duly seconded by Alderman Grosso, the Board of Aldermen voted unanimously to RESOLVE THEMSELVES IN THE COMMITTEE OF THE WHOLE TO ADDRESS THE FOLLOWING ITEMS:

ITEM #3 - Amendment One to the Professional Services Agreement with Automated Logic Contracting Services, Inc. for Preventative Maintenance to Building Management Systems at various schools.

ITEM #4 - a Services Agreement with YouScience, LLC, for a five-year period and in the not to exceed amount of **$122,013.25**, for Career Skills Certifications for high school Career and Technical Education Students.

ITEM #5 Amendment Two (2) to the Services Agreement with Math Concepts, Inc. for Math Teacher Training.

ITEM #6 FDP Cost Reimbursement Subaward through University of Connecticut for the UConn Waterbury and Waterbury Public Schools Robotics Initiative.

ITEM #23 a Tax Abatement Agreement with Plaza on the Green Preservation.

On a motion of Alderman Feliciano-Roman, duly seconded by Alderman Hunter, the Board of Aldermen voted unanimously to APPROVE Items #3, #4, #5, #6, and #23.

ITEM #24 Requesting approval of a Tax Abatement with Josephine Towers Preservation, L.P.

On a motion of Alderman Feliciano-Roman, duly seconded by Alderman Hunter, the Board of Aldermen voted by a 10 Yea – 2 Nay roll call vote to APPROVE – Item #24.

Yeas: Aldermen Curran, Drewry, Feliciano-Roman, Hunter, Martinez-McCarthy, Mosley, Noujaim, Rinaldi, Sanchez and Weaver **(10)**
Nays: Grosso & McEntee **(2)**

On a motion of Alderman Feliciano-Roman, duly seconded by Alderman Hunter, the Board of Aldermen voted to RETURN TO REGULAR ORDER OF BUSINESS.

PUBLIC SPEAKING:

Speaker (s):
1. **Nicole Renza, Congress Avenue, Waterbury, CT**
2. **Dennis Buckley, 1062 Meriden Road, Waterbury, CT**
3. **Paul Kondash, 413 Harpers Ferry Road, Waterbury, CT**
4. **Emma Taylor, 178 Cooke Street, Waterbury, CT**
5. **Sharon Samoska, 45 Pear Street, Waterbury, CT**
6. **Brenda Ramos, 470 South Main Street, Waterbury, CT**
7. **Marianna Codianni, 61 Sharon Road, Waterbury, CT**

EXECUTIVE SESSION: None

APPROVAL OF MINUTES: N/A

MAYOR'S REPORT: None

RECESS INTO COMMITEES:

NEW BUSINESS*:*

1. **TARA L. SHAW**
   Director of Human Resources
   RE: Requesting approval of Management Pay Plan- Proposed Modifications to Salary Ranges.

REFERRED TO THE FINANCE COMMITTEE

WITHDRAWN BY SUBMITTER

2. **PAUL K. PERNEREWSKI, JR.**
   Mayor
   City of Waterbury
   RE: Notification pursuant to Section 4-2 (b), (2) of the Charter, and Section 37.071 of the Code of Ordinances, Ramon Esponda

was appointed as the Superintendent of Water for the City of Waterbury.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

On the Motion of Alderwoman Weaver, Seconded by Alderman Feliciano-Roman, the Board of Aldermen voted unanimously to NOT TO DISAPPROVE New Business Item #2.

Non-Consent

3. CARRIE A. SWAIN
Clerk
Waterbury Board of Education

RE: Requesting approval of Amendment One to the Professional Services Agreement with Automated Logic Contracting Services, Inc. for Preventative Maintenance to Building Management Systems at various schools.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

On the Motion of Alderwoman Weaver, Seconded by Alderwoman Feliciano-Roman, the Board of Aldermen voted by a unanimous non-consent roll call vote to APPROVE New Business Item #3. (11 Vote Threshold).

Non-Consent

4. CARRIE A. SWAIN
Clerk
Waterbury Board of Education

RE: Requesting approval of a Services Agreement with YouScience, LLC, for a five-year period and in the not to exceed amount of **$122,013.25**, for Career Skills Certifications for high school Career and Technical Education Students.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

On the Motion of Alderman Feliciano-Roman, Seconded by Alderwoman Weaver, the Board of Aldermen voted by a unanimous non-consent roll call vote to APPROVE New Business Item #4. (11 Vote Threshold).

Non-Consent

5. CARRIE A. SWAIN
Clerk
Waterbury Board of Education

RE: Requesting approval of Amendment Two (2) to the Services Agreement with Math Concepts, Inc. for Math Teacher Training.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

On the Motion of Alderman Feliciano-Roman, Seconded by Alderwoman Weaver, the Board of Aldermen voted by a unanimous non-consent roll call vote to <u>APPROVE</u> New Business Item #5. (11 Vote Threshold).

<u>Non-Consent</u>

6. CARRIE A. SWAIN
Clerk
Waterbury Board of Education

RE: Requesting approval of FDP Cost Reimbursement Subaward through University of Connecticut for the UConn Waterbury and Waterbury Public Schools Robotics Initiative.

<u>REFERRED TO THE INTERGOVERNMENTAL COMMITTEE</u>

On the Motion of Alderman Feliciano-Roman, Seconded by Alderwoman Weaver, the Board of Aldermen voted unanimously to <u>APPROVE</u> New Business Item #6.

7. MARTIN SPRING
1400 Meriden Rd
Waterbury, CT 06705

RE: Consideration of the following Proposal:

Have the members of the Board of Aldermen who are legitimate Legislatures along with Corporation Counsel implement or create fairness Citywide commuter tax based on current salaries, income, or a percentage earned by individuals regardless of their current employment whether appointed, employed or in some other administrative capacity by the city who chooses to reside elsewhere and live outside the city limits. They should contribute, in some way to the high cost of public services like the police, fire, sanitation workers, teachers, administrators. A fairness commuter tax would help share the burden of high taxes imposed on many city residents, homeowners, landlords including local business's here in town.

<u>RECEIVE AND PLACE ON FILE</u>

8. SARAH R. GEARY
Manager of Budget
Development and Oversight

RE: Submittal of the City of Waterbury Financial Status Report for May 2026.

<u>RECEIVE AND PLACE ON FILE</u>

9. BRIAN GRUDZIEN
Sergeant

RE: Requesting approval of the Automated Traffic Enforcement Safety Device

Dept of Police Services (ATESD) Plan.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

On the Motion of Alderwoman Weaver, Seconded by Alderman Feliciano-Roman, the Board of Aldermen voted unanimously to APPROVE New Business Item #9.

10. PAUL K. PERNEREWSKI, JR.
Mayor
City of Waterbury

RE: Submittal of the following Appointments to Board of Agents of the Silas Bronson Library:

Democratic Town Committee Appointee	**Term of Appointment**
James Patterson (D)	July 4, 2026 – July 4, 2032
Catherine Leogrande (D)	July 4, 2026 – July 4, 2032

Republican Town Committee Appointee	**Term of Appointment**
Joanna Cass (R)	July 4, 2026 – July 4, 2032
Alexandra Desjardins (R)	July 4, 2026 – July 4, 2032

RECEIVE AND PLACE ON FILE

Non-Consent

11. MICHAEL PONZILLO
Deputy Chief of Police

RE: Requesting approval of a Contract in the amount of **$330,000** for 3 years of security services to be provided for the city parking garages, Buckingham and Scovill. The contract will be between the City of Waterbury and Aron Security, Inc. dba Arrow Security.

REFERRED TO THE FINANCE COMMITTEE

On the Motion of Alderman Feliciano-Roman, Seconded by Alderman Drewry, the Board of Aldermen voted by a unanimous non-consent roll call vote to APPROVE New Business Item #11. (11 Vote Threshold).

12. PAUL K. PERNEREWSKI, JR.
Mayor
City of Waterbury

RE: Requesting approval of the following Restricted Appointment to the Board of Park Commissioners:

Appointee	***Term to be appointed***
Mary Bannon (R)	01-01-26 – 12-31-29

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

On the Motion of Alderwoman Weaver, Seconded by Alderman Feliciano-Roman, the Board of Aldermen voted unanimously to <u>NOT TO DISAPPROVE</u> New Business Item #12.

13. PAUL K. PERNEREWSKI, JR.
Mayor
City of Waterbury

RE: Requesting approval of the following Unrestricted Appointment to the Litter Control and Beautification Commission:

Appointee	***Term to be appointed***
Nancy Jean-Charles (D)	01-01-26 – 12-31-29

<u>REFERRED TO THE INTERGOVERNMENTAL COMMITTEE</u>

On the Motion of Alderwoman Weaver, Seconded by Alderman Feliciano-Roman, the Board of Aldermen voted unanimously to <u>NOT TO DISAPPROVE</u> New Business Item #13.

<u>Non-Consent</u>

14. MICHAEL LEBLANC
Director of Finance

DENIS CUEVAS
Business Manager, JACOBS Systems

RE: Requesting approval of a Contract - Water Pollution Control and Water Departments On-Call High and Medium Voltage Electric Repair Services between the City of Waterbury and 52 Power LLC, Colchester, CT.

<u>REFERRED TO THE INTERGOVERNMENTAL COMMITTEE</u>

On the Motion of Alderman Curran, Seconded by Alderman Feliciano-Roman, the Board of Aldermen voted by a unanimous non-consent roll call vote to <u>APPROVE</u> New Business Item #14. (11 Vote Threshold).

<u>Non-Consent</u>

15. FERNANDO SPAGNOLO
Chief of Police

RE: Requesting approval of Northwest Public Safety Communications Center, Inc. Amendment #14.

<u>REFERRED TO THE INTERGOVERNMENTAL COMMITTEE</u>

On the Motion of Alderman Feliciano-Roman, Seconded by Alderman Hunter, the Board of Aldermen by a unanimous non-consent roll call vote to <u>APPROVE</u> New Business Item #15. (11 Vote Threshold).

16. FRANK BAKER
Building Official
Department of Inspection

RE: Requesting approval of **REFUNDS** from the following cancelled permits:

Dennis Conroy, Castelgate Corp	
Building Fee Permit	**$6,052.50**
HARP Home Services	
HVAC & Electrical Fees$	**$720.00**
Trinity Solar	
Electrical Fee	**$967.50**
GO Permits	
Siding Permit Fee	**$247.50**

REFERRED TO THE FINANCE COMMITTEE

On the Motion of Alderwoman Weaver, Seconded by Alderman Feliciano-Roman, the Board of Aldermen unanimously to APPROVE New Business Item #16.

17. ROBERT DOWD
Project Manager, WDC

RE: Requesting approval of a Project Authorization Letter to allow WDC to manage and administer the Bergin Complex Roof Replacement Project.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

On the Motion of Alderwoman Weaver, Seconded by Alderman Feliciano-Roman, the Board of Aldermen voted unanimously to APPROVE New Business Item #17.

Non-Consent

18. ROBERT DOWD
Project Manager, WDC

RE: Requesting review and approval of a Professional Services Agreement for RFP #8744 Wilby High School Football Field Reconstruction between the City of Waterbury and BSC Group in the amount **$223,790**.

REFERRED TO THE FINANCE COMMITTEE

On the Motion of Alderman Feliciano-Roman, Seconded by Alderwoman Drewry, the Board of Aldermen by a unanimous non-consent roll call vote to APPROVE New Business Item #18. (11 Vote Threshold).

19. ROBERT DOWD
Project Manager, WDC

RE: Requesting approval of a Project Authorization Letter for the Animal Control Facility Roof Replacement Project.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

On the Motion of Alderwoman Weaver, Seconded by Alderman Feliciano-Roman, the Board of Aldermen voted unanimously to APPROVE New Business Item #19.

Non-Consent

20. ROBERT DOWD
Project Manager, WDC

RE: Requesting approval of a Construction Contract for RFP#8779 Animal Control Facility Roof Replacement.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

On the Motion of Alderman Feliciano-Roman, Seconded by Alderman Hunter, the Board of Aldermen by a unanimous non-consent roll call vote to APPROVE New Business Item #20. (11 Vote Threshold).

21. JUSTIN SOARES
Attorney
Office of the Corporation Counsel

RE: Requesting approval of 2025-2029 Local 2090 (WMAA-City Managers) Collective Bargaining Agreement.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

On the Motion of Alderwoman Weaver, Seconded by Alderman Feliciano-Roman, the Board of Aldermen voted unanimously to APPROVE New Business Item #21.

Non-Consent

22. MICHAEL LEBLANC
Director of Finance

RE: Requesting Authorization to Amend and Extend the City's Electricity Power Supply Contract with Direct Energy.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

On the Motion of Alderman Feliciano-Roman, Seconded by Alderman Hunter, the Board of Aldermen voted unanimously to APPROVE New Business Item #22.

Non-Consent

23. MICHAEL LEBLANC
Director of Finance

RE: Requesting approval of a Tax Abatement Agreement with Plaza on the Green Preservation.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

On the Motion of Alderwoman Weaver, Seconded by Alderwoman Hunter, the Board of Aldermen voted by a 10 Yea – 2 Nay non-consent roll call vote to APPROVE New Business Item #23. (Failed 11 Threshold vote).

Yeas: Aldermen Curran, Drewry, Feliciano-Roman, Hunter, Martinez-McCarthy, Mosley, Noujaim, Rinaldi, Sanchez and Weaver **(10)**
Nays: Grosso & McEntee **(2)**

Non-Consent

24. MICHAEL LEBLANC — **RE:** Requesting approval of a Tax Abatement with Josephine Towers Preservation, L.P.
Director of Finance

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

On the Motion of Alderman Feliciano-Roman, Seconded by Alderman Hunter, the Board of Aldermen voted by a 10 Yea – 2 Nay non-consent roll call vote to APPROVE New Business Item #24.

Yeas: Aldermen Curran, Drewry, Feliciano-Roman, Hunter, Martinez-McCarthy, Mosley, Noujaim, Rinaldi, Sanchez and Weaver **(10)**
Nays: Grosso & McEntee **(2)**

Non-Consent

25. MICHAEL LEBLANC — **RE:** Requesting Amendment Number 1 to Parking Management Services Agreement with Laz Parking Limited, LLC.
Director of Finance

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

On the Motion of Alderman Feliciano-Roman, Seconded by Alderman Hunter, the Board of Aldermen by a unanimous non-consent roll call vote to APPROVE New Business Item #25.

Non-Consent

26. MICHAEL LEBLANC — **RE:** Requesting approval to First Amendment to Construction Contract for Design and Build Rooftop Solar Photovoltaic System at Five Schools between the City and All-Electric Construction & Communication, LLC.
Director of Finance

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE

On the Motion of Alderwoman Weaver, Seconded by Alderwoman Hunter, the Board

of Aldermen voted by a 8 Yea -4 Nay non-consent roll call vote to <u>CARRY OVER TO THE NEXT MEETING</u> - New Business Item #26. 11 Threshold Vote failed.

Yeas: Aldermen Curran, Drewry, Hunter, McEntee, Mosley, Noujaim, Rinaldi and Weaver **(8)**
Nays: Feliciano-Roman, Grosso, Martinez-McCarthy and Sanchez **(4)**

<u>Non-Consent</u>

27. DAVID SIMPSON — **RE:** Requesting approval of Second Amendment to Contract for One Exchange Place Fit Out with J.A. Rosa Construction, LLC.
Director of Public Works

MICHAEL LEBLANC
Director of Finance

<u>REFERRED TO THE INTERGOVERNMENTAL COMMITTEE</u>

On the Motion of Alderman Feliciano-Roman, Seconded by Alderman Curran, the Board of Aldermen voted by 8 Yea -4 Nay non-consent roll call vote to <u>CARRY OVER TO THE NEXT MEETING -</u> New Business Item #26. 11 Threshold Vote failed.

Yeas: Aldermen Curran, Drewry, Hunter, McEntee, Mosley, Noujaim, Rinaldi and Weaver **(8)**
Nays: Feliciano-Roman, Grosso, Martinez-McCarthy and Sanchez **(4)**

<u>Non-Consent</u>

28. MICHAEL LEBLANC — **RE:** Requesting approval of the Disability and Disabled Dependent Case Review Services Agreement with Davies Life and Health, Inc.
Director of Finance

HEATHER BOYD
Pension & Benefits Manager

<u>REFERRED TO THE INTERGOVERNMENTAL COMMITTEE</u>

On the Motion of Alderman Hunter, Seconded by Alderman Feliciano-Roman, the Board of Aldermen voted by a unanimous non-consent roll call vote to <u>APPROVE</u> New Business Item #28. (11 Vote Threshold)

<u>Non-Consent</u>

29. THOMAS F. CROWE JR. P.E. — **RE:** Requesting approval of a Construction Contract for Bucks Hill Park Basketball Courts between the City of Waterbury and Hinding Tennis, LLC. in the amount of **$316,880.00.**
Civil Engineer II
Engineering Department

<u>REFERRED TO THE INTERGOVERNMENTAL COMMITTEE</u>

On the Motion of Alderman Feliciano-Roman, Seconded by Alderman Hunter, the Board of Aldermen by a unanimous non-consent roll call vote to <u>APPROVE</u> New Business Item #29. (11 Vote Threshold)

<u>Non-Consent</u>

30. THOMAS F. CROWE JR. P.E.
Civil Engineer II
Engineering Department

RE: Requesting approval of a Construction Contract for Berkley Heights Park Basketball Court Replacement between the City of Waterbury and Classic Turf Company, LLC. in the amount of **<u>$230,000.00</u>**

<u>REFERRED TO THE INTERGOVERNMENTAL COMMITTEE</u>

On the Motion of Alderman Feliciano-Roman, Seconded by Alderman Hunter, the Board of Aldermen by a unanimous non-consent roll call vote to <u>APPROVE</u> New Business Item #30. (11 Vote Threshold)

<u>Non-Consent</u>

31. THOMAS F. CROWE JR. P.E.
Civil Engineer II
Engineering Department

RE: Requesting approval of a Construction Contract for Berkley Heights Park Baseball Field Improvements between the City of Waterbury and Stonehedge Landscaping Company, Inc. in the amount of **<u>$99,040.00.</u>**

<u>REFERRED TO THE INTERGOVERNMENTAL COMMITTEE</u>

On the Motion of Alderman Feliciano-Roman, Seconded by Alderman Hunter, the Board of Aldermen by a unanimous non-consent roll call vote to <u>APPROVE</u> New Business Item #31. (11 Vote Threshold)

<u>Non-Consent</u>

32. DAVID B. SIMPSON
Director of Public Works

RE: Requesting approval of a Contract between the City of Waterbury and Dyna Moving and Storage Systems, Inc.

<u>REFERRED TO THE INTERGOVERNMENTAL COMMITTEE</u>

On the Motion of Alderman Feliciano-Roman, Seconded by Alderman Grosso, the Board of Aldermen voted unanimously to <u>CARRY OVER TO THE NEXT MEETING -</u> New Business Item #32. (11 Vote Threshold failed).

On the Motion of Alderman Feliciano-Roman, Seconded by Alderman Hunter, the Board of Aldermen voted unanimously to <u>RESOLVE THEMSELVES INTO THE COMMITTEE OF THE WHOLE TO ADDRESS ITEM #23.</u>

On the Motion of Alderman Feliciano-Roman, Seconded by Alderman Hunter, the Board of Aldermen voted unanimously to <u>RECESS</u>.

On the Motion of Alderman Feliciano-Roman, Seconded by Alderman Hunter, the Board of Aldermen voted unanimously to RETURN TO REGULAR ORDER OF BUSINESS and Alderman Mosley stated that the previous COMMITTEEE OF THE WHOLE vote for Item #23 will stand as it is.

<u>Consent Calendar</u>:

NEW BUSINESS ITEMS #1 WITHDRAWN
ITEM #2, #12, #13 NOT TO DISAPPROVE
#9, #16, #17, #19, #21, #22 APPROVED
ITEMS #7, 8, 10 RECEIVED AND PLACED ON FILE
STANDING COMMITTEE – APPROVED
On a motion of Alderwoman Weaver, duly seconded by Alderman Feliciano-Roman, the Board of Aldermen voted

unanimously to *Approve*

<u>MINUS ITEMS #3, #4, #5, #6 #11, #14, #15, #18 and #20, #22, #23, #24, #25, #26, #27, #28, #29, #30 #31 and #32.</u>

<u>Items #3, #4, #5, #6, #11, #14, #15, #18, #20, #22, #23, #24, #25, #28, #29, #30 and #31 APPROVED NON-CONSENT & 11 THRESHOLD VOTE</u>

<u>#26, 27 and 32 Carried to the next meeting (Did not meet 11 Threshold Vote</u>

<u>Non-Consent</u>
On the Motion of Alderman Feliciano-Roman, Seconded by Alderman Hunter, the Board of Aldermen voted unanimously to Suspend the regular order of Business to reconsider Item#22.

ITEM #22 - Authorization to Amend and Extend the City's Electricity Power Supply Contract with Direct Energy.

On the Motion of Alderman Feliciano, Seconded by Alderman Hunter, the Board of Aldermen voted unanimously to <u>APPROVE</u> New Business Item #22.

<u>STANDING COMMITTEE</u>

CASSIE GORMAN
Tax Collector

RE: Request for refunds for Tax Overpayments in the amount of **<u>$9,449.07.</u>**

REFERRED TO THE FINANCE COMMITTEE

On the Motion of Alderman Rinaldi, Seconded by Alderman Drewry, the Board of Aldermen voted unanimously to APPROVE the aforementioned Refunds in the amount of $9,449.07.

UNFINISHED BUSINESS:

1. MICHAEL LEBLANC
Director of Finance

RE: Requesting approval of Granting of a Purchasing and Sale Agreement to sell 36 Welton Street, a vacant .43-acre Parcel in consideration of **$25,000** and an Association Tax Assessment with L Laing Capital Partners, LLC. (**Received on Monday, January 05, 2026 and referred to Finance Committee). Public Hearing set for January 20, 2026. (Tabled until 02/09/2026)**

2. - RAFAEL FELICIANO-ROMAN
Alderman – 5th District

RE: Requesting to approval for cultural district establishment.

A. Puerto Rican Heritage Cultural District
(**Received on Monday, December 15, 2025 and referred to Intergovernmental Committee postponed until Monday December 14, 2026).**

3. - RAFAEL FELICIANO-ROMAN
Alderman – 5th District

RE: Requesting to approval for updates to City Boards and Commissions.

A. Arts, Culture and Tourism Commissions
(**Received on Monday, December 15, 2025 and referred to Intergovernmental Committee) Referred to Corporation Counsel.**

4 - RAFAEL FELICIANO-ROMAN
Alderman – 5th District

RE: Requesting to approval for updates to City Boards and Commissions structure and transparency, including:

B. Transparency of Boards and

Commissions

(**Received on Monday, December 15, 2025 and referred to Corporation Counsel and postpone until March 9, 2026.)**

5 - RAFAEL FELICIANO-ROMAN
Alderman – 5th District

RE: Requesting to approval to establish a Gentrification Mitigation Zone Ordinance and create Youth Alderman positions,

including:

A. Gentrification Mitigation Zone Ordinance

(Received on Monday, December 15, 2025. - Referred to Intergovernmental Committee. Refer to Corporation Counsel and to amend the timetable to postpone consideration until Monday, December 14, 2026.

6. - RAFAEL FELICIANO-ROMAN
Alderman – 5th District

RE: Requesting to approval to establish a Gentrification Mitigation Zone Ordinance and create Youth Alderman positions, including:

B. Youth Alderman Positions

(Received on Monday, December 15, 2025. - Referred to Intergovernmental Committee). Referred to Corporation Counsel.

7. - RAFAEL FELICIANO-ROMAN
Alderman – 5th District

RE: Requesting a Hobart Welton Carriage Shed Historic Recognition Resolution. **(Received on January 05, 2026 and referred to Intergovernmental Committee) Referred to Corporation Counsel).**

8. GEORGE N. NOUJAIM
Board of Alderman
District 4

RE: Requesting approval of an Ordinance authorizing the Health Department to establish and impose administrative monetary fines for violations of health related laws and ordinances. **(Received on February 25, 2026 and referred to Finance Committee & referred to Corporation Counsel).**

9. KENNETH J. CURRAN
Alderman, 1st District

JOHN DREWRY
Alderman, 3rd District
Co -Sponsor

RE: Submittal of a Loneliness and Social Isolation Commission Resolution. **(Received on March 9, 2026). (Referred to Intergovernmental).**

10. IAN T. BLAKE
Alderman 2nd District

BELINDA WEAVER
Alderwoman 2nd District
(Co-Sponsor)

RE: Submittal of an Ordinance Proposal to include and implement an itemized distribution statement on taxpayers' bills. Taxpayers would benefit from clear, consistent, plain-language information showing how the property tax levy is allocated across major City services. ***(Received on February 9, 2026 and referred to the Finance Committee).***

11. MICHAEL RINALDI
Alderman, 1st District

KENNY CURRAN

RE: Submittal of Codification of Fire Hydrant Rules and Regulations Resolution. **(Received On May 11, 2026 and referred to Intergovernmental Committee. Referred to Corporation Counsel).**

Alderman, 1st District'
Lead Sponsors

MICHAEL DIGIOVANCARLO
SEAN MOSLEY
BELINDA WEAVER
IAN BLAKE
JOHN DREWRY
MICHAEL GROSSO
SANDRA MARTINEZ-MCCARTHY
KELLY ZIMMERMANN
BRYAN MCENTEE
GEORGE NOUJAIM
JEFF HUNTER
RAFAEL FELICIANO-ROMAN
ADRIAN SANCHEZ
Alderman/Alderwoman/Co-Sponsors

12. PAUL K. PERNEREWSKI, JR.
Mayor
City of Waterbury

RE: Proposed Amendments to Sections 96.160-96.999 and 122.51 of the Waterbury Code of Ordinances expanding smoke-free zones to Include vaping and e-cigarettes. **(Received on June 22, 2026 and referred to the Intergovernmental Committee).**

13. PAUL K. PERNEREWSKI, JR.
Authorizing *Mayor*
Violation *City of Waterbury*

RE: Proposed Ordinances §80.01-§80.07 Authorizing a Municipal School Bus Enforcement System. **(Received on June 22, 2026 and referred to the Intergovernmental Committee).**

14. PAUL K. PERNEREWSKI, JR.
Mayor
City of Waterbury

RE: Proposed Amendments to Section 39.047 of the Waterbury Code of Ordinances Relating to the Prohibition Against Contingent Fees, **(Received on June 22, 2026 and referred to the Intergovernmental Committee).**

15. PAUL K. PERNEREWSKI, JR.
Mayor
City of Waterbury

RE: Proposed Amendments to Section 37.099 of Waterbury Code of Ordinances relating to Credit Allowances on certain Civil Services Examinations. **(Received on June 22, 2026 and referred to the Intergovernmental Committee).**

For the Good of the Order:

- Alderman Feliciano-Roman thanked everyone across the board for their participation with everyone in need with the recent fire and victims
- Our Lady of Mount Carmel feast starts on Thursday
- Alderman Drewry commented on Alderman Feliciano-Roman's performance at the Seven Angels Theater
- Afro-Caribbean Cultural Center will hold its 4th Annual Gala at the Courtyard by Marriott
- Congratulations to Nadine Amatruda on her promotion to Deputy Police Chief

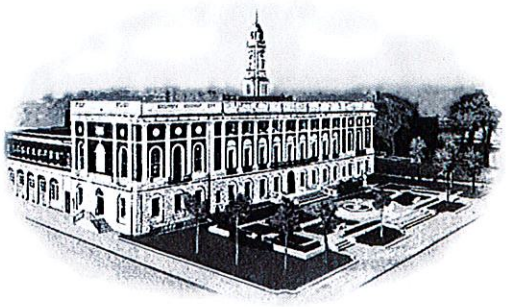
ADJOURNMENT:

On the Motion of Alderwoman Weaver, Seconded by Alderman Drewry, the Board of Aldermen Voted Unanimously to ADJOURN at 9:18 P.M.

MJD:dd

BOA-Minutes.07-13-2026

PAUL K. PERNEREWSKI, JR.
MAYOR



OFFICE OF THE MAYOR
THE CITY OF WATERBURY
CONNECTICUT

July 17, 2026

Honorable Board of Aldermen
c/o Michael Dalton, City Clerk
235 Grand Street
Waterbury, CT 06702

Re: Restricted and Unrestricted Appointments to Boards and Commissions

Dear Honorable Board Members:

Pursuant to Charter of the City of Waterbury § 4-2(b)(1), I hereby give notice that I intend to fill all City Board and Commission vacancies, of both Restricted and Unrestricted Appointments, including those vacancies created by the resignation or removal of a member during his or her term (unexpired), on the date of the Board of Aldermen meeting thirty (30) days next from the date of this written notice.

I further intend to fill by appointment, on the date of each subsequent Board of Aldermen meeting, any Board and Commission vacancies as may arise, through expiration of terms or otherwise.

Sincerely,

Paul K. Pernerewski, Jr.
Mayor, City of Waterbury

2025-2026 ANNUAL REPORTS

The following are available **ONLINE ONLY**:

- City Clerk
- City Planner
- Registrars of Voters
- Senior Center
- Town Clerk

Reports can be accessed on the City's website by selecting ***Government & Services → Departments → Department Annual Reports → Fiscal Year 2025.***

From: Sonjia Gomes <ms.sgomes@ymail.com>
Sent: Thursday, July 16, 2026 9:43 AM
To: Alexandra DeGirolamo <adegirolamo@waterburyct.org>
Subject: Fair Rent Commission

Dear Board/Commission,

Following our conversation on July 15, 2026, I am writing to formally tender my resignation from my position as Commissioner. This difficult decision has been necessitated by unforeseen and evolving personal medical circumstances that require my full and immediate attention, making it impossible for me to continue fulfilling my duties effectively.

While I must prioritize my health at this time, I sincerely hope that this departure is not a permanent one. Once my medical condition has stabilized, and should a suitable position become available in the future, I would be very eager to explore the possibility of rejoining the team and contributing my efforts once again.

Thank you for your understanding and support during this challenging period.

Sincerely,

Sonjia Gomes

WATERBURY CITY CLERK
RECEIVED
2026 JUL 21 P 12:28
e.c

The City of Waterbury
DEPARTMENT OF INSPECTION
185 South Main Street, 5th floor
Waterbury, CT 06706
(203) 574-6832

July 8, 2026

Honorable Board of Aldermen
c/o City Clerk
235 Grand Street
Waterbury, CT 06702

Dear Honorable Board of Aldermen:

Attached, please find a request for refund from GO PERMITS, PO BOX 30, GLASTONBURY, CT 06033, 689-207-8391 regarding the permit noted below. No work has been done and this permit has been cancelled.

I respectfully request that the Board of Aldermen refund the cost of the permit minus a 10% processing fee.

72 BLUEBERRY HILL RD	PR20260000387	SIDING PERMIT FEE	$ 300.00
		CA FEE	$ 50.00
42 MADISON AVE	PR20260000316	SIDING PERMIT FEE	$ 550.00
		CA FEE	$ 50.00
40 KAYNOR DR	PR20260000374	SIDING PERMIT FEE	$ 200.00
		CA FEE	$ 50.00
TOTAL			$ 1,200.00
MINUS 10% PROCESSING FEE			$ 120.00
TOTAL REFUND DUE			**$ 1,080.00**

Attached please find the voucher and supporting documents which are necessary for Finance to process this refund. Please forward these documents to Finance along with your letter of approval if this requst is granted so that they may process the refund. Please send payment to: GO PERMITS, PO BOX 30, GLASTONBURY, CT 06033. Thank you for your assistance in this matter.

Sincerely,

Frank Baker
Building Official

FORM A

City of Waterbury

Vendor #: _____ Ship to: _____

Vendor name: **GO PERMITS**

Address 1: **PO BOX 30**

Address 2:

City: **GLASTONBURY, CT 06033**

Finance Office Use Only
Voucher #:
Date Entered:
By:

WPC Office use Only

PLEASE MAIL REFUND TO:

GO PERMITS
PO BOX 30
GLASTONBURY, CT 06033

Invoice #: _____ Invoice Date: / / Handling Code No PO Invoice Amount $: _____

Description: Refund of Permit Fees

	Process level (Fund)	Accounting Unit	Account	Activity	Category	Distribution Amount
1	10	50400001	441041			$ 270.00
2	10	50400001	441054			$ 45.00
3	10	50400001	441041			$ 495.00
4	10	50400001	441054			$ 45.00
5	10	50400001	441041			$ 180.00
6	10	50400001	441054			$ 45.00
7						
8						

Comments: Refund for Siding Permits, PR20260000387, PR20260000316, AND PR20260000374
regarding 72 BLUEBERRY HILL, 42 MADISON AVE AND 40 KAYNOR DR

Totals: **$ 1,080.00**

Department: Inspection

Date Submitted: July 8, 2026

Approval (Dept Head): FT BL

Date received in Finance _____

Sandy Gesner

From: noreply@salesforce.com on behalf of Rhonnett Merriweather <rhonnettmerriweather@gopermits.org>
Sent: Tuesday, July 7, 2026 2:17 PM
To: Sandy Gesner
Subject: Permit (PR20260000387) Cancelation Request

To whom it may concern,

Please use this as a request to **cancel** permit # (PR20260000387) for the job located at (72 Blueberry Hill Rd, Waterbury CT) . The homeowners have opted to cancel the installation, therefore canceling all executed contracts with Window Nation. No work has been started nor completed.

I certify that the above information is true and correct.

Allow this email to also serve as a request for a partial or full refund **if** one is eligible.
Direct all payable refunds to:
PO BOX 30, Glastonbury CT, 06033

*Or reimburse the credit card used to purchase the permit.
Please place Permit # or Property address in check Memo

Thank You,

Rhonnett Merriweather; Extension & Cancellation Specialist
Go Permits LLC/ Window Nation LLC
rhonnettmerriweather@gopermits.org
windownation@gopermits.org

Sandy Gesner

From: noreply@salesforce.com on behalf of Rhonnett Merriweather <rhonnettmerriweather@gopermits.org>
Sent: Tuesday, July 7, 2026 2:23 PM
To: Sandy Gesner
Subject: Contract for Applied Permit Canceled (42 Madison Ave Waterbury, CT 06706)
PR2026-0316

To whom it may concern,

Please use this as a request to **cancel applied** permit located at (42 Madison Ave Waterbury, CT 06706). The homeowners have opted to cancel the installation, therefore canceling all executed contracts with Window Nation. No work has been started nor completed.

I certify that the above information is true and correct.

Allow this email to also serve as a request for a partial or full refund **if** one is eligible.
Direct all payable refunds to:
PO BOX 30, Glastonbury CT, 06033

*Or reimburse the credit card used to purchase the permit.
Please place Permit # or Property address in check Memo

Thank You,

Rhonnett Merriweather; Extension & Cancellation Specialist
Go Permits LLC/ Window Nation LLC
rhonnettmerriweather@gopermits.org
windownation@gopermits.org

Sandy Gesner

From: noreply@salesforce.com on behalf of Rhonnett Merriweather <rhonnettmerriweather@gopermits.org>
Sent: Tuesday, July 7, 2026 2:21 PM
To: Sandy Gesner
Subject: Contract for Applied Permit Canceled (40 Kaynor Dr Waterbury, CT 06708)
PR2026-0314

To whom it may concern,

Please use this as a request to **cancel applied** permit located at (40 Kaynor Dr Waterbury, CT 06708). The homeowners have opted to cancel the installation, therefore canceling all executed contracts with Window Nation. No work has been started nor completed.

I certify that the above information is true and correct.

Allow this email to also serve as a request for a partial or full refund **if** one is eligible.
Direct all payable refunds to:
PO BOX 30, Glastonbury CT, 06033

*Or reimburse the credit card used to purchase the permit.
Please place Permit # or Property address in check Memo

Thank You,

Rhonnett Merriweather; Extension & Cancellation Specialist
Go Permits LLC/ Window Nation LLC
rhonnettmerriweather@gopermits.org
windownation@gopermits.org

The City of Waterbury
236 Grand Street, Waterbury, Connecticut 06702
Inspections: (203) 574-6832 Public Works: (203) 574-6851
City Planning: (203) 574-6817 Fire Marshal: (203) 597 3452

Bureau of Water
21 East Aurora Street, Waterbury, Connecticut 06702
Phone: (203) 574-8251 Fax: (203) 574-2382

Water Pollution Control
210 Municipal Road, Waterbury, Connecticut 06708
Phone: (203) 574-8265 Fax: (203) 574-8269

RECEIPT OF PAYMENT

Receipt Number: 2026069551
Receipt Date: 03/13/2026
Date Paid: 03/13/2026
Full Amount: $352.86

Payment Details:	**Payment Method**	**Amount Tendered**	**Check Number**
	Check	$352.86	66374

Amount Tendered: $352.86
Change / Overage: $0.00
Contact: Scott Doughman-Go Permits, LLC, Address:105 Buttonball Lane

FEE DETAILS: 72 BLUEBERRY HILL

Fee Description	**Reference Number**	**Amount Owing**	**Amount Paid**
State Education Fee (Siding)	PR20260000387	$2.86	$2.86
BD - Siding Permit	PR20260000387	$300.00	$300.00
BD - CA Fee	PR20260000387	$50.00	$50.00

Sandy Gesner

The City of Waterbury
236 Grand Street, Waterbury, Connecticut 06702
Inspections: (203) 574-6832 Public Works: (203) 574-6851
City Planning: (203) 574-6817 Fire Marshal: (203) 597 3452

Bureau of Water
21 East Aurora Street, Waterbury, Connecticut 06702
Phone: (203) 574-8251 Fax: (203) 574-2382

Water Pollution Control
210 Municipal Road, Waterbury, Connecticut 06708
Phone: (203) 574-8265 Fax: (203) 574-8269

RECEIPT OF PAYMENT

Receipt Number: 2026069473
Receipt Date: 03/09/2026
Date Paid: 03/09/2026
Full Amount: $857.28

Payment Details:

Payment Method	Amount Tendered	Check Number
Check PR2026-0316	$605.46	65030
Check PR2026-0374	$251.82	65028

Amount Tendered: $857.28
Change / Overage: $0.00
Contact: Scott Doughman-Go Permits, LLC, Address:105 Buttonball Lane

FEE DETAILS:

Fee Description	Reference Number	Amount Owing	Amount Paid
State Education Fee (Siding)	PR20260000316	$5.46	$5.46
BD - Siding Permit 42 MADISON AVE	PR20260000316	$550.00	$550.00
BD - CA Fee	PR20260000316	$50.00	$50.00
State Education Fee (Siding)	PR20260000374	$1.82	$1.82
BD - Siding Permit 40 KAYNOR DR	PR20260000374	$200.00	$200.00
BD - CA Fee	PR20260000374	$50.00	$50.00

Sandy Gesner

The City of Waterbury
DEPARTMENT OF INSPECTION
185 South Main Street, 5th floor
Waterbury, CT 06706
(203) 574-6832

July 21, 2026

Honorable Board of Aldermen
c/o City Clerk
235 Grand Street
Waterbury, CT 06702

Dear Honorable Board of Aldermen:

Attached, please find a request for refund from GO PERMITS, PO BOX 30, GLASTONBURY, CT 06033, 689-207-8391 regarding the permit noted below. No work has been done and this permit has been cancelled.

I respectfully request that the Board of Aldermen refund the cost of the permit minus a 10% processing fee.

1242 HAMILTON AVE	PR20260001425	SIDING PERMIT FEE	$ 275.00
		CA FEE	$ 50.00
TOTAL			$ 325.00
MINUS 10% PROCESSING FEE			$ 32.50
TOTAL REFUND DUE			**$ 292.50**

Attached please find the voucher and supporting documents which are necessary for Finance to process this refund. Please forward these documents to Finance along with your letter of approval if this requst is granted so that they may process the refund. Please send payment to: GO PERMITS, PO BOX 30, GLASTONBURY, CT 06033. Thank you for your assistance in this matter.

Sincerely,

Frank Baker
Building Official

FORM A

City of Waterbury

Vendor #: _____ Ship to: _____

Vendor name: **GO PERMITS**

Address 1: **PO BOX 30**

Address 2: _____

City: **GLASTONBURY, CT 06033**

Finance Office Use Only

Voucher #: _____

Date Entered: _____

By: _____

WPC Office use Only

PLEASE MAIL REFUND TO: **GO PERMITS**
PO BOX 30
GLASTONBURY, ct 06033

Invoice #: _____ Invoice Date: / / Handling Code No PO Invoice Amount $: _____

Description: Refund of Permit Fees

	Process level (Fund)	Accounting Unit	Account	Activity	Category	Distribution Amount
1	10	50400001	441041			$ 247.50
2	10	50400001	441054			$ 45.00
3						
4						
5						
6						
7						
8						

Comments: Refund for Siding Permit PR20260001425 regarding 1242HAMILTON AVE

Totals: **$ 292.50**

Department: Inspection

Date Submitted: July 21, 2026

Approval (Dept Head): _____

Date received in Finance _____

Sandy Gesner

From: noreply@salesforce.com on behalf of Rhonnett Merriweather <rhonnettmerriweather@gopermits.org>
Sent: Tuesday, July 21, 2026 8:17 AM
To: Sandy Gesner
Subject: Contract for Applied Permit Canceled (1242 Hamilton Ave, Waterbury CT)

To whom it may concern,

Please use this as a request to **cancel applied** permit located at (1242 Hamilton Ave, Waterbury CT). The homeowners have opted to cancel the installation, therefore canceling all executed contracts with Window Nation. No work has been started nor completed.

I certify that the above information is true and correct.

Allow this email to also serve as a request for a partial or full refund **if** one is eligible.
Direct all payable refunds to:
PO BOX 30, Glastonbury CT, 06033

*Or reimburse the credit card used to purchase the permit.
Please place Permit # or Property address in check Memo

Thank You,

Rhonnett Merriweather; Extension & Cancellation Specialist
Go Permits LLC/ Window Nation LLC
rhonnettmerriweather@gopermits.org
windownation@gopermits.org

The City of Waterbury
236 Grand Street, Waterbury, Connecticut 06702
Inspections: (203) 574-6832 Public Works: (203) 574-6851
City Planning: (203) 574-6817 Fire Marshal: (203) 597 3452

Bureau of Water
21 East Aurora Street, Waterbury, Connecticut 06702
Phone: (203) 574-8251 Fax: (203) 574-2382

Water Pollution Control
210 Municipal Road, Waterbury, Connecticut 06708
Phone: (203) 574-8265 Fax: (203) 574-8269

RECEIPT OF PAYMENT

Receipt Number: 2026070830
Receipt Date: 07/07/2026
Date Paid: 07/07/2026
Full Amount: $1,311.18

Payment Details:

Payment Method	Amount Tendered	Check Number
Check PR2026-1494	$428.64	71796
Check PR2026-1425	$327.60	71800
Check PR2026-1514	$554.94	71801

Amount Tendered: $1,311.18
Change / Overage: $0.00
Contact: Go Permits LLC, Address:105 Buttonball Lane, Phone:(860) 952-4112

FEE DETAILS:

Fee Description	Reference Number	Amount Owing	Amount Paid
State Education Fee (Siding)	PR20260001425	$2.60	$2.60
BD - Siding Permit 1242 HAMILTON AVE	PR20260001425	$275.00	$275.00
BD - CA Fee	PR20260001425	$50.00	$50.00
State Education Fee (Siding)	PR20260001494	$3.64	$3.64
BD - Siding Permit 151 KENDALL AVE	PR20260001494	$375.00	$375.00
BD - CA Fee	PR20260001494	$50.00	$50.00
State Education Fee (Siding)	PR20260001514	$4.94	$4.94
BD - Siding Permit 189 TRACY AVE	PR20260001514	$500.00	$500.00
BD - CA Fee	PR20260001514	$50.00	$50.00

Sandy Gesner

June 16, 2026

Timothy DeCarlo

President Silas Bronson Board of Agents

267 Grand Street

Waterbury, CT 06702

Dear Board Members:

I would like to express my gratitude opportunity and valuable experiences gained during my tenure On this Board. I have decided to resign from the board at this time, because my time will expire in July 2026. The time limit expires on July 04, 2026. I have been on this board for over ten years. I do Think that the time has come for me to offer someone else my place. I will offer my assistance to help or complete unfinished projects.

My time on the board has been a wonderful experience in so many ways that I cannot express my gratitude to this great Board. I will miss everyone that I have come involved with.

Thank you once again for the wonderful opportunity.

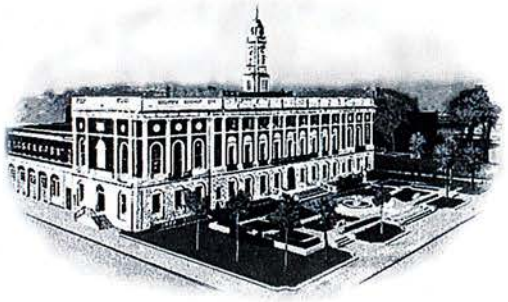
Yours Truly,

Audrey Harrell

Audrey Harrell

WATERBURY CITY CLERK
RECEIVED
2026 JUL 24 P 2:13
e.c

PAUL K. PERNEREWSKI, JR.
MAYOR



OFFICE OF THE MAYOR
THE CITY OF WATERBURY
CONNECTICUT

July 27, 2026

Timothy DeCarlo, President
Board of Agents of the Silas Bronson Library-
H-14 Clematis Avenue
Waterbury, CT 06708

Re: Appointments to Board of Agents of the Silas Bronson Library

Dear President DeCarlo:

Pursuant to Section 6E-1 (e) of the Charter of the City of Waterbury, the following individual is hereby appointed to the position of Treasurer of the Board of Agents of the Silas Bronson Library:

Appointee	**Position**
Michael Leblanc (Non-voting Member)	Treasurer

Respectfully submitted,

Paul K. Pernerewski, Jr.
Mayor, City of Waterbury

WATERBURY CITY CLERK
RECEIVED
2026 JUL 27 P 2:22

Cc: Michael Dalton, City Clerk

WATERBURY
DEVELOPMENT CORPORATION

Date: July 28, 2026

To: Michael Digiovancarlo
President, Board of Aldermen

Members, Board of Aldermen

Mayor Paul Pernerewski

From: Santiago Valencia
Project Manager

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

Dear Honorable Members of the Board of Aldermen,

I am requesting approval of the attached Project Authorization Letter to allow WDC to manage and administer the Roberto Clemente International Dual Language School Project pursuant to Master Municipal Agreement between Waterbury Development Corporation and the City of Waterbury Dated February 12, 2014.

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

At this time, the estimated cost for design and construction is $37 million funded by the State of Connecticut Department of Administrative Services School Construction Grant Program and City of Waterbury bond funding.

This PAL was presented and approved at the July 23, 2026 Board of Education meeting.

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

PAUL K. PERNEREWSKI JR.
MAYOR



OFFICE OF THE MAYOR
THE CITY OF WATERBURY
CONNECTICUT

July 13, 2026

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

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

Dear Mr. Nardozzi:

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

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

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

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

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • (203) 574-6712

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

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

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

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

Very truly yours,

Paul K. Pernerewski Jr.
Mayor, City of Waterbury

Accepted and agreed this _____ day of _____, 2026.

WATERBURY DEVELOPMENT CORPORATION

By: _____
James Nardozzi
Executive Director

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

General Overview

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

WDC shall (as applicable to this Project):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Remainder of the page intentionally blank)

Waterbury Board of Education

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

Elizabeth C. Brown
President

July 27, 2026
Via Email

Mr. Santiago Valencia
Project Manager
Waterbury Development Corporation
83 Bank Street, 3rd floor
Waterbury, CT 06702

Dear Mr. Valencia:

At its regular meeting of July 23, 2026, the Board of Education approved a Project Authorization Letter with the Waterbury Development Corporation for the Roberto Clemente International Dual Language School Project.

Respectfully,

Carrie A. Swain, Clerk
Waterbury Board of Education

cc/email: R. Gonzalez
M. Konopka

WATERBURY
DEVELOPMENT CORPORATION

Date: July 30, 2026

To: Michael Digiovancarlo
President, Board of Aldermen

Members, Board of Aldermen

Mayor Paul K Pernerewski, Jr

From: Robert Dowd, Project Manager RSD

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

Dear Honorable Members of the Board of Aldermen,

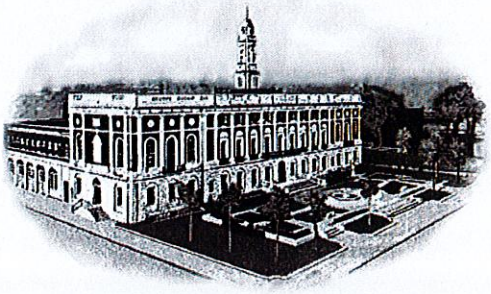
Kindly give favorable consideration by approving the attached Project Authorization Letter to allow WDC to manage and administer the Walsh Elementary School Roof Replacement Project pursuant to Master Municipal Agreement between Waterbury Development Corporation and the City of Waterbury dated February 12, 2014.

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

This PAL was previously presented to the Board of Education on July 23, 2026 and has received their approval. Attached please find the BOE approval letter.

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

PAUL K. PERNEREWSKI JR.
MAYOR



OFFICE OF THE MAYOR
THE CITY OF WATERBURY
CONNECTICUT

July 10, 2026

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

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

Dear Mr. Nardozzi:

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

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

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

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

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

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

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

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

Very truly yours,

Paul K. Pernerewski Jr.
Mayor, City of Waterbury

Accepted and agreed this _____ day of _____, 2026.

WATERBURY DEVELOPMENT CORPORATION

By: _____
James Nardozzi
Executive Director

EXHIBIT A
Walsh Elementary School Roof Replacement
Scope of Services

General Overview

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

WDC shall (as applicable to this Project):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Remainder of the page intentionally blank)

Waterbury Board of Education

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

Elizabeth C. Brown
President

July 27, 2026
Via Email

Mr. Robert Dowd
Project Manager
Waterbury Development Corporation
83 Bank Street, 3rd floor
Waterbury, CT 06702

Dear Mr. Dowd:

At its regular meeting of July 23, 2026, the Board of Education approved a Project Authorization Letter with the Waterbury Development Corporation for the Walsh Elementary School Roof Project.

Respectfully,

Carrie A. Swain, Clerk
Waterbury Board of Education

cc/email: R. Gonzalez
M. Konopka

WATERBURY
DEVELOPMENT CORPORATION

Date: July 30, 2026

To: Michael Digiovancarlo
President, Board of Aldermen

Members, Board of Aldermen

Mayor Paul K Pernerewski, Jr

From: Robert Dowd, Project Manager RJD

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

Dear Honorable Members of the Board of Aldermen,

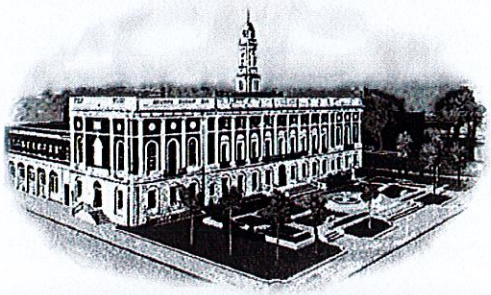
Kindly give favorable consideration by approving the attached Project Authorization Letter to allow WDC to manage and administer the Wilson Elementary School Roof Replacement Project pursuant to Master Municipal Agreement between Waterbury Development Corporation and the City of Waterbury dated February 12, 2014.

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

This PAL was previously presented to the Board of Education on July 23, 2026 and has received their approval. Attached please find the BOE approval letter.

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

PAUL K. PERNEREWSKI JR.
MAYOR



OFFICE OF THE MAYOR
THE CITY OF WATERBURY
CONNECTICUT

July 10, 2026

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

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

Dear Mr. Nardozzi:

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

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

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

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

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

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

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

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

Very truly yours,

Paul K. Pernerewski Jr.
Mayor, City of Waterbury

Accepted and agreed this _____ day of _____, 2026.

WATERBURY DEVELOPMENT CORPORATION

By: _____
James Nardozzi
Executive Director

EXHIBIT A
Wilson Elementary School Roof Replacement
Scope of Services

General Overview

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

WDC shall (as applicable to this Project):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Remainder of the page intentionally blank)

Waterbury Board of Education

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

Elizabeth C. Brown
President

July 27, 2026
Via Email

Mr. Robert Dowd
Project Manager
Waterbury Development Corporation
83 Bank Street, 3rd floor
Waterbury, CT 06702

Dear Mr. Dowd:

At its regular meeting of July 23, 2026, the Board of Education approved a Project Authorization Letter with the Waterbury Development Corporation for the Wilson Elementary School Roof Project.

Respectfully,

Carrie A. Swain, Clerk
Waterbury Board of Education

cc/email: R. Gonzalez
M. Konopka

WATERBURY
DEVELOPMENT CORPORATION

Date: July 30, 2026

To: Michael Digiovancarlo
President, Board of Aldermen

Members, Board of Aldermen

Mayor Paul K Pernerewski, Jr

From: Robert Dowd, Project Manager

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

Dear Honorable Members of the Board of Aldermen,

Kindly give favorable consideration by approving the attached Project Authorization Letter to allow WDC to manage and administer the Bucks Hill Elementary School Roof Replacement Project pursuant to Master Municipal Agreement between Waterbury Development Corporation and the City of Waterbury dated February 12, 2014.

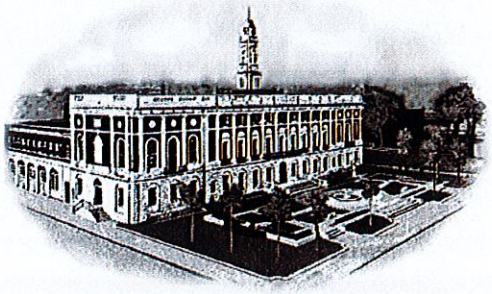
This Project consists of the management and administration of the Bucks Hill Elementary School Roof Replacement project. The school is located at 330 Bucks Hill Road. The Project involves the architectural design of the roof, as well as an assessment and execution of any needed repairs, and the construction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

This PAL was previously presented to the Board of Education on July 23, 2026 and has received their approval. Attached please find the BOE approval letter.

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

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

PAUL K. PERNEREWSKI JR.
MAYOR



OFFICE OF THE MAYOR
THE CITY OF WATERBURY
CONNECTICUT

July 13, 2026

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

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

Dear Mr. Nardozzi:

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

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

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

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

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • (203) 574-6712

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

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

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

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

Very truly yours,

Paul K. Pernerewski Jr.
Mayor, City of Waterbury

Accepted and agreed this _____ day of _____, 2026.

WATERBURY DEVELOPMENT CORPORATION

By: _____
James Nardozzi
Executive Director

EXHIBIT A
Bucks Hill Elementary School Roof Replacement
Scope of Services

General Overview

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

WDC shall (as applicable to this Project):

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

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

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

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

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

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

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

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

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

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    b. Environmental and geotechnical sampling plans and results
    c. Work plans
    d. Health and safety plans
    e. Architectural/Construction plans
    f. Demolition plans
    g. Grading and drainage plans
    h. Structural plans
    i. Zoning regulations
    j. Technical specifications
    k. Work schedules
    l. Agreements/Contracts/Purchase Orders for professional, engineering and construction services

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

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

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

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

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Waterbury Board of Education

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

Elizabeth C. Brown
President

July 27, 2026
Via Email

Mr. Robert Dowd
Project Manager
Waterbury Development Corporation
83 Bank Street, 3rd floor
Waterbury, CT 06702

Dear Mr. Dowd:

At its regular meeting of July 23, 2026, the Board of Education approved a Project Authorization Letter with the Waterbury Development Corporation for the Bucks Hill Elementary School Roof Project.

Respectfully,

Carrie A. Swain, Clerk
Waterbury Board of Education

cc/email: R. Gonzalez
M. Konopka



DEPARTMENT OF PUBLIC HEALTH
THE CITY OF WATERBURY
CONNECTICUT

To: Michael DiGiovancarlo, President of the Board of Aldermen
City of Waterbury Board of Aldermen

CC: Mayor Paul K. Pernerewski Jr.

From: Aisling McGuckin, RN, MSN-MPH
Director of Health

Date: July 29, 2026

Re: Connecticut Department of Public Health FY 2027 Per Capita Funding Application

The Waterbury Health Department (WHD) respectfully requests the Board of Aldermen's approval to submit the attached grant application to the CT Department of Public Health and to approve the subsequent award and acceptance of the funds under this Grant. The application is for $ $246,884.04 in SFY27 funds and $30,401.16 in unspent carryover funds from SFY26 totaling $277,285.20.
This is an annual, non-competitive, entitlement grant, administered by the State of Connecticut Department of Public Health. There is no funding match requirement from the City.

Background:
Per capita funding is provided to support direct services to Connecticut communities - a Basic Health Program outlined in CGS 19a-202 based on the CDC's 10 essential public health services.

Attached: SFY27 WHD Per Capita Application

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

Manisha Juthani, MD
Commissioner

Ned Lamont
Governor

Susan Bysiewicz
Lt. Governor

Please select your Department or District:

Waterbury Health Department	
1 Jefferson Square	
Waterbury CT, 06706	
SFY 2027 Allocation	$246,884.04
Population Estimate (2024)	115,908

Click here for DPH provided support documents for SFY 2027 Per Capita application

The Health Department shall use per capita funding that directly relates to the overall public health programs required of each local health department/district as defined in C.G.S. Section 19a-207a.

Allowed services include:

(1) Monitoring of health status to identify and solve community health problems
(2) Investigating and diagnosing health problems and health hazards in the community
(3) Informing, educating, and empowering persons in the community concerning health issues
(4) Mobilizing community partnerships and action to identify and solve health problems for persons in the community
(5) Developing policies and plans that support individual and community health efforts
(6) Enforcing laws and regulations that protect health and ensure safety
(7) Connecting persons in the community to needed health care services when appropriate
(8) Assuring a competent public health and personal care workforce
(9) Evaluating effectiveness, accessibility and quality of personal and population-based health services
(10) Researching to find innovative solutions to health problems

Disallowed services/costs include:

a. Conferences/conventions/staff continuing education, membership dues
b. Municipal reports
c. Clothing
d. Uniforms
e. Capital/remodeling or improvement of facilities
f. Salary for staff on educational leave
g. Employee Assistance Programs
h. Automobiles
i. Real Estate

Budget Summary		
Health Department or District:		
Waterbury Health Department		
$277,285.20		
July 1, 2026 - June 30, 2027		
Spending Category		Amount
Personnel	$	132,134.18
Salary	$	85,358.00
Fringe Benefits	$	46,776.18
Contractual	$	119,189.57
Office Supplies	$	4,601.45
Other	$	21,360.00
Balance to zero	$	(0.00)
SFY 2027 Total	$	277,285.20

Carryover from SFY 2026:	$	30,401.16

☐

Director of Health Signature

Aisling McGuckin, RN, MSN-MPH, CCE-BC Director of Health

Date

☐

Financial Officer Signature

Title

Date

☐

Chief Elected Official (Municipalities) OR
Board of Directors Chairman (Districts) Signiture

Title

Date

CERTIFICATION: With checking the box and electronic signiture, we certify that funds have been committed and/or allocated via an official accounting system of records, consistently applied and maintained, for approved purposes in accordance with applicable contract terms and conditions and for the expenses and activities represented herein.

☐

DPH Per Capita Manager Signature

Title

Date

Please make sure the following items are uploaded along with this budget:		
Application Check List		
☐	1. Signed DPH Invoice	
☐	2. Job descriptions for Per Capita funded staff that DPH does not already have on file.	
	For Districts only:	
☐	3. Copies of municipality first quarter contributions	
☐	4. Public hearing notice & meeting minutes SFY2027 budget	
☐	5. Enter SFY 2027 Per Capita Municipal Rate ---->	$ -

Please complete UNSHADED cells only. Grey shaded cells will self-populate*

PERSONNEL

Salary and Wages

	hrs./wk.	wks./yr.	Hourly rate	Total salary charged	Fringe benefit rate (.xx)	Total fringe benefits
Name: Caroline Rivera						
Title: Accounting Assistant	35	52	30.90	$ 56,238.00	54.80%	$ 30,818.42

Position Justification: Accounting Assistant to work with Accountant to manage department's bookkeeping responsibilities

	hrs./wk.	wks./yr.	Hourly rate	Total salary charged	Fringe benefit rate (.xx)	Total fringe benefits
Name: Sheena Pinnock						
Title: Emergency Management Coordinator	14	52	40.00	$ 29,120.00	54.80%	$ 15,957.76

Position Justification: To promote health education throughout the Waterbury community

	hrs./wk.	wks./yr.	Hourly rate	Total salary charged	Fringe benefit rate (.xx)	Total fringe benefits
Name:						
Title:				$ -		$ -

Position Justification:

	hrs./wk.	wks./yr.	Hourly rate	Total salary charged	Fringe benefit rate (.xx)	Total fringe benefits
Name:						
Title:				$ -		$ -

Please add all supporting individual staff here with hours, hourly rate, and total weeks, along with fringe rate per year.

Provide a justification of staff activities and the program(s) supported for each position.

Position Justification:		
	Salary TOTAL	$ 85,358
	Fringe Benefit TOTAL	$ 46,776
	Personnel TOTAL	$ 132,134

Complete UNSHADED cells only. Grey shaded cells will self-populate*						
CONTRACTUAL						
Subcontractor name: The Nurse Network						
Address: 653 Main Street						
Plainville, CT 06479						Amount
Select Budget Type from Drop Down -->	Hourly Rate	Rate:	$ 80,401.16	# of Hours	1.00	$ 80,401.16
Justification: Provides temporary nursing services to fill vacant school nurse positions at various schools within the City of Waterbury						
Subcontractor Activities:						
1)						
2)						
3)						
					Total	**$ 80,401.16**
Subcontractor name: Delta T Group Hartford						
Address: 101 Centerpoint Drive Suite 112						
Middletown, CT 06457						Amount
Select Budget Type: From dropdown -->	Fee for Service	Rate:	$ 38,788.41	Please Type 1 in next cell: -->	1	$ 38,788.41
Justification: Provides temporary nursing services to fill vacant school nurse positions at various schools within the City of Waterbury						
Subcontractor Activities:						
1)						
2)						

Please add any organization or consultant that will have a formal contract for services.

Provide a justification for services, name & address of consultant/ agency, rate of pay and/or funding detail for the services, and what activities are being provided.

3)						
					Total	$ 38,788.41
Subcontractor name:						
Address:						
						Amount
Select Budget Type: From dropdown -->	Hourly Rate	Rate:		# of Hours		$ -
Justification:						
Subcontractor Activities:						
1)						
2)						
3)						
					Total	$ -
Subcontractor name:						
Address:						
						Amount
Select Budget Type: From dropdown -->	Hourly Rate	Rate:		# of Hours		$ -
Justification:						
Subcontractor Activities:						
1)						
2)						
3)						
					Total	$ -
Subcontractor name:						
Address:						
						Amount

2)		
3)		
	Total	$ -
	Grand Total	$ 119,189.57

Complete UNSHADED cells only. Shaded cells will self-populate.

OFFICE SUPPLIES

Office Supplies - All items

Item Description & Justification	Unit Cost	Quantity	Total
Toner HEWCF258X	$ 229.34	3	$ 688.02
Toner CF258A	$ 121.76	2	$ 243.52
Toner HEWCF226AD1	$ 262.34	2	$ 524.68
Toner HEWCF410AQ	$ 467.27	3	$ 1,401.81
Toner CF226XD	$ 449.45	2	$ 898.90
Copy paper	$ 31.34	20	$ 626.80
Interoffice envelopes	$ 54.43	4	$ 217.72
	$ -		$ -
	$ -		$ -
		Total Office Supplies:	**$ 4,601.45**

Please add all supply items here. Any individual item less than $5,000 is a supply, not equipment.

Justification: Office Supplies

OTHER			
Communication	Unit Cost	Quantity	Total
5th year licensing for alert notification messaging system	$ 330.00	12	$ 3,960.00
Monthly sell phone charges for 3 sanitarians, Health Director and Assistant Health Director	$ 400.00	12	$ 4,800.00
Translation Services	$ 300.00	12	$ 3,600.00
	$ -		$ -
	$ -		$ -
Category Total:			**$ 12,360.00**
Justification:			

OTHER			
	Unit Cost	Quantity	Total
Advertising various positions on Indeed, LinkedIn to support hiring.	$ 150.00	12	$ 1,800.00
			$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
Category Total:			**$ 1,800.00**

Please add any additional items that do not fit under any other category here. Define the category and add all applicable items. This includes services purchased without a contract.

Justification:

OTHER

[uniforms and medcial supplies]	Unit Cost	Quantity	Total
Uniforms for Sanitarians	$ 400.00	12	$ 4,800.00
Medical Suppplies	$ 200.00	12	$ 2,400.00
	$ -		$ -
	$ -		$ -
	$ -		$ -
Category Total:			**$ 7,200.00**

Justification:

OTHER

[Add Category Here]	Unit Cost	Quantity	Total
			$ -
	$ -		$ -
	$ -		$ -

OTHER			
[Add Category Here]	Unit Cost	Quantity	Total
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
Category Total:			**$ -**

Justification:

OTHER TOTAL	**$**	**21,360.00**

WATERBURY
DEVELOPMENT CORPORATION

To: Michael Digiovancarlo
President, Board of Aldermen

Members, Board of Aldermen

Mayor Paul K. Pernerewski, Jr.

From: Mansi Doshi *Mansi Doshi*
Project Manager, WDC

DATE: August 3, 2026

RE: **Amendment No. 5 -Approval to extend Tighe & Bond, Inc. Professional Services Agreement for 170 Freight Street and Increase Contract Amount by $249,686.00**

On behalf of the Waterbury Development Corporation (WDC), Amendment No. 5 to the Professional Services Agreement between the City of Waterbury, the Waterbury Development Corporation, and Tighe & Bond, Inc. (T&B) is hereby submitted for your consideration and approval.

This amendment will extend the term of Tighe & Bond's Professional Services Agreement through June 30, 2027, and increase the contract amount by $249,686.00. The additional services are necessary to support the continued progress and completion of the 170 Freight Street project.

The additional funding will provide approximately six (6) months of construction administration services during Manafort Brothers' work, including monitoring construction activities and providing technical oversight to ensure the project is completed in accordance with the contract documents.

The funding source for Amendment#5 is DECD CIF funds.

Following the removal of the existing slab, Tighe & Bond will also perform additional environmental services, including site sampling and waste characterization, to better understand existing site conditions. The results of this work will allow Tighe & Bond to develop the necessary bid package, specifications, and scope of work for future remediation activities. This effort will assist the City and WDC in effectively utilizing the remaining approximately $4.5 million in Community Investment Fund (CIF) funds for additional site remediation.

I have reviewed the proposed amendment and determined that the additional services and contract extension are necessary to support the successful completion of the current project and advance future remediation efforts at 170 Freight Street.

Attached for your review and consideration is Amendment No. 5 and all supporting documentation.

I look forward to answering any questions you may have regarding this request.

Should you have any immediate questions please contact me at 203-346-2607 ext. 7285

Amendment No. 5
to the
Professional Services Agreement
for
Environmental Site and Hazardous Material Assessments and Abatement and Demolition Planning and Construction Administration Services and Preliminary Remedial Action Planning for 170 Freight Street
between
The City of Waterbury,
Waterbury Development Corporation
and
Tighe & Bond, Inc.

THIS AMENDMENT NUMBER 5, effective on the date signed by the Mayor, is by and between **THE CITY OF WATERBURY**, located at 235 Grand Street, Waterbury, Connecticut 06702, **WATERBURY DEVELOPMENT CORPORATION** (the "WDC"), located at 83 Bank Street 3rd floor, Waterbury, Connecticut 06702 and **TIGHE & BOND, INC.**, located at Suite 1100, 213 Court Street, Middletown, Connecticut, a duly registered Massachusetts corporation, with its corporate office located at 53 Southampton Road, Westfield MA 01085 (the "Consultant").

WHEREAS the Consultant submitted a proposal to Waterbury Development Corporation, dated August 10, 2022, revised August 22, 2022, and revised September 21, 2022. Titled, "Site Assessment, Hazardous Building Materials Assessment, and Demolition Planning Proposal", 170 Freight Street, Waterbury, CT (the "Project");

WHEREAS the parties executed an Agreement (the "Agreement"), effective November 4, 2022 (the "Effective Date"), for Consultant's performance of the various services for the Project, all as more fully described in the Agreement;

WHEREAS the Agreement originally provided for the Consultant to complete its work as set forth in Section 5;

WHEREAS pursuant to Amendment 1, increased the Contract Time to and including June 30, 2024, because of additional scope to their original contract;

WHEREAS pursuant to Amendment 2, as a result of on-going work at the Project, the parties determined that additional site assessment, hazardous removal planning and observation work were required, and agreed to an extension of the Contract Time is appropriate;

WHEREAS pursuant to Amendment 3, the parties further extended the Contract Time through and including January 13, 2026, to complete certain additional slab removal services;

WHEREAS pursuant to Amendment 4, the parties further extended the Contract Time to allow the Consultant to provide bidding assistance and construction administration services related to the slab removal at 170 Freight Street at no additional cost to WDC or the City, as well as perform certain supplemental cleanup monitoring services required as part of the pending slab removal at the property; and

WHEREAS the parties have further agreed to extend the Contract Time to allow the Consultant to provide supplemental clean up monitoring services, sampling and reporting services in conjunction with Manafort's work and following slab removal as well as prepare new bidding documents, including drawings and a PCB Clean Up Addendum and Technical Specifications for additional on-site remediation. The Consultant shall also provide bidding assistance related to the Project as more particularly set forth in Consultant's proposal, dated July 22, 2026 (the "Proposal").

NOW THEREFORE, the parties hereby agree and covenant to amend the Agreement as follows:

1. The foregoing recitals are incorporated herein by reference as if fully stated herein;

2. The Consultant will provide supplemental cleanup monitoring and other related services as more set forth in the Proposal, which is attached hereto and made a part hereof as Exhibit A;

3. The Contract Time as set forth in previously amended **Section 5** shall be further amended such that the Consultant shall provide supplemental cleanup monitoring services, supplemental sampling and reporting and bidding assistance (billed at a not to exceed basis of $249,686) related to the removal of the slab at 170 Freight Street through and including June 30, 2027;

4. As a result of the increase in the Contract Time, **Attachment A**, as previously amended, is further modified to incorporate the task completion timing set forth above;

5. Similarly, the Fee Schedule set forth in **Section 6.1** shall be further modified to reflect the extra costs and fees payable as outlined in Exhibit A hereto, which shall result in increased Total Compensation by $249,686 to $1,136,540 from $886,854; and

6. Unless amended as provided herein, all other terms, conditions and provisions of the Agreement and Amendments 1 through 4 shall remain in full force and effect and binding upon the parties.

IN WITNESS WHEREOF, the parties hereto execute this Amendment Number 5 on the dates written below.

WITNESSES:

_____

_____

CITY OF WATERBURY

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

Date:_____

WITNESSES:

_____

_____

WATERBURY DEVELOPMENT CORP.

By:_____
James Nardozzi, Executive Director

Date:_____

WITNESSES:

_____

_____

TIGHE & BOND, INC.

By:_____
James T. Olsen, V.P.

Date: 7/31/26

32-12220074A

July 22, 2026

Mansi Doshi
Civil & Environmental Engineer, Project Manager
Waterbury Development Corporation
83 Bank Street, 3rd Floor
Waterbury, CT 06702

Re: Supplemental Cleanup Monitoring Services, New Conditions
170 Freight Street
Waterbury, CT

Dear Ms. Doshi:

Tighe & Bond is pleased to provide the following Contract Amendment request for Supplemental Cleanup Monitoring services in support of the ongoing building slab removal and soil remediation project for the property located at 170 Freight Street in Waterbury, Connecticut hereinafter referred to as the "Site".

Background

The Waterbury Development Corporation (WDC) retained Manafort Brothers Inc. (MBI) to demolish and remove the remaining building foundations, slabs, and certain contaminated soil from the Site. During the course of this work, MBI has encountered the unforeseen waste disposal / release areas and other conditions listed below that will require additional time and expense to assess and remediate. Tighe & Bond understands that WDC would like us to continue monitoring the remediation work being performed by MBI.

1. Phenol impacted soil and concrete encountered during slab demolition in the south end of the basement
2. Numerous buried waste drums and other waste materials encountered in between the upper elevated slab and lower level slab on the west side of the former building footprint
3. Asbestos containing debris and soil located near and beneath the south western slab
4. Large pockets of coal ash and cinders that were used to infill between the elevated and lower slabs
5. Twelve additional waste containing concrete pits located beneath the basement slab
6. Impacted water and solids inside the former utility vault located on the west side of the former building/basement
7. Additional unforeseen PCB impacted soil beneath the basement slab and along the western side of the property
8. Previously inaccessible asbestos containing tar and expansion joint sealant along the elevated slab
9. Cadmium and VOC impacted soil commingled with various PCB waste streams
10. Additional "3rd slab" beneath parts of the building

As discussed with WDC and MBI, it was agreed that the project will likely require an additional six months to address these new conditions and complete the project. The purpose of this amendment is to extend our Scope of Services to include an additional six months of on-site remediation monitoring and Constriction Administration (CA) services.

Scope of Services

The following Scope of Services was prepared based on Tighe & Bond's current understanding of the project and discussions with WDC.

Task No. 1 – Additional Cleanup Monitoring and Construction Administration

Based on recent communications with MBI and WDC, we anticipate that the project will take an additional six months (130 working days) beyond what is included in our current Agreement to achieve substantial completion. For this reason, we are requesting that our Scope of Services and associated fee be amended to include the additional six months of services needed for cleanup monitoring. These services will be provided in accordance with those described in Tasks No. 4 and No. 5 of our proposal to WDC dated April 15, 2024, and revised on May 31, 2024.

Allowance No. 1 - Supplemental Sampling and Reporting

Our current agreement and subsequent amendments include allowances of $30,000 for supplemental sampling and reporting services. This allowance was intended to support additional sampling and reporting that may be required to support new conditions identified during the remediation work. Use of the entirety of these allowances has been exhausted. For this reason, we are requesting that an additional $40,000 be added to our allowance for potential labor and lab costs specific to addressing the newly discovered conditions.

Allowance No. 2 - Additional Remediation Design, PCB Cleanup Plan Addendum, Technical Specifications, and Bid Document Assistance

It is our understanding that WDC may need to re-bid remediation and/or demolition work that cannot be completed within the limits of MBI's current contract. For this reason, we have included an allowance to provide additional remediation design, PCB Cleanup Plan Addendum, technical specifications, and bid document assistance services, the scope of which was previously detailed in Task No. 3 of our proposal to WDC dated April 15, 2024, and revised on May 31, 2024.

Assumptions and Exclusions

Each of the assumptions and exclusions included in current Agreement between Tighe & Bond and WDC, also apply to this amendment.

Fee

Tighe & Bond will perform the Scope of Services for the tasks above for a not to exceed fee summarized in the table below. We will undertake this work on an hourly plus expense basis, and you will be billed in accordance with the established fixed rate schedule presented in CT DAS Contract #18PSX0153, including the revised rates referenced in Amendment 20, dated March 1, 2026. Outside services will be billed at cost plus an administrative fee of five (5%) percent. If the Scope of Services is increased for any reason, the limiting fee to complete the work shall be mutually revised by written amendment. The Terms and Conditions in the Professional Services Agreement for Professional Environmental Services between the Waterbury Development Corporation and Tighe & Bond, Inc., dated November 4, 2022, as amended, will be utilized for this letter agreement.

Task	Funding Source	Labor	Expenses	Total
Task No. 1 – Additional Cleanup Monitoring	NVCOG	$43,030		$43,030
	CIF/DECD	$150,210	$5,226	$155,436
Task No. 1 Total		**$193,240**	**$5,226**	**$198,466**
Allowance No. 1 - Supplemental Sampling and Reporting	CIF/DECD	$16,030	$20,475	$36,505
Allowance No. 2 - Additional Remediation Design, PCB Cleanup Plan Addendum, Technical Specifications, and Bid Document Assistance	CIF/DECD	$14,715		$14,715
TOTAL		**$223,985**	**$25,701**	**$249,686**

If you have any questions, please contact Harley Langford at (860) 704-4781, or via email at HALangford@tighebond.com. If this proposal is acceptable, please provide us with an executed copy of this letter as authorization to proceed.

Very truly yours,

TIGHE & BOND, INC.

Harley Langford, LEP
Senior Project Manager

James T. Olsen, PG, LEP
Vice President

ACCEPTANCE:

On behalf of **The Waterbury Development Corporation**, the scope, fee, and the referenced terms and conditions of this proposal are hereby accepted.

_____ _____

Authorized Representative Date

Enclosure: Level of Effort Spreadsheet

Tighe & Bond Total Cost Worksheet - Supplemental Cleanup Monitoring Services, New Conditions - 170 Freight Street													
Task Breakdown	Labor						Labor Subtotals		Expenses		Totals		
	Tech Expert	PM Senior	Proj. Hydrogeo.	Env. Scientist 2	Drafter	HBMI Sen. Scientist							
Labor Rates:	$315	$250	$160	$115	$125	$180	Hours	Cost	Lab	Mileage	Expense Subtotal	Labor Subtotal	Total
Task 1: Additional Cleanup Monitoring	**6**	**150**	**60**	**1170**	**20**	**40**	**1446**	**$193,240**	**$0**	**$5,226**	**$5,226**	**$193,240**	**$198,466**
Cleanup Monitoring (130 days)		50		1170		40	**1260**	**$154,250**		$5,226	**$5,226**	**$154,250**	**$159,476**
PM / CA Services	6	100					**106**	**$26,890**			**$0**	**$26,890**	**$26,890**
Interim Data Management			60		20		**80**	**$12,100**			**$0**	**$12,100**	**$12,100**
Allowance 1: Supplemental Sampling and Reporting	**2**	**16**	**40**	**0**	**40**	**0**	**98**	**$16,030**	**$20,475**	**$0**	**$20,475**	**$16,030**	**$36,505**
Supplemental Sampling and Reporting	2	16	40		40		**98**	**$16,030**	$20,475		**$20,475**	**$16,030**	**$36,505**
Allowance 2: Design and Bid docs	**1**	**20**	**40**	**0**	**24**	**0**	**85**	**$14,715**	**$0**	**$0**	**$0**	**$14,715**	**$14,715**
Remediation Design, specs, drawings	1	8	24		16		**49**	**$8,155**			**$0**	**$8,155**	**$8,155**
PCB Cleanup Plan Adendum		8	16		8		**32**	**$5,560**			**$0**	**$5,560**	**$5,560**
Bid Document Assistance		4					**4**	**$1,000**			**$0**	**$1,000**	**$1,000**
Totals:	9	186	140	1170	84	40	1,629	$209,270	$20,475	$5,226	$25,701	$223,985	$249,686

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

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

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

Certification

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

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

Full Legal Name and address of Recipient, Vendor, Proposer, Respondent or Contractor:

Tighe & Bond, Inc.
53 Southampton Road
Westfield, MA 01085

Print Name and Title of Authorized Representative: Daniel P. Rukakoski / Senior Vice President

Signature of Authorized Representative:



Date: July 31. 2026

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2024/25)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City ☐

Professional Services Agreement (PSA) between the Waterbury Development Corporation and Tighe & Bond, Inc. RFP 7080 130 Freight Street and 000 West Main Street

(Service or Commodity Covered by Contract)

March 28, 2024

(Term of Contract)

Environmental Site and Hazardous Material Assessments and Abatement and Demolition Planning and Construction Administration Services and Preliminary Remedial Action Planning for 170 Freight Street

(Service or Commodity Covered by Contract)

February 1, 2024

(Term of Contract)

Professional Services Agreement (PSA) between the City of Waterbury and Tighe & Bond, Inc. RFP 7407 835 S Main St

(Service or Commodity Covered by Contract)

May 30, 2025 as amended

(Term of Contract)

PROFESSIONAL SERVICES AGREEMENT RFP NO. 8000 for Professional Environmental Services at the Former Bristol Babcock, Inc. Facility located at 40 Bristol Street, Waterbury, CT

150 calendar days

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2024/25)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City ☐

PO# 215599 - Supplemental Delineation & Soil Management

(Service or Commodity Covered by Purchase Order)

August 1, 2023

(Date of Purchase Order)

PO#217397 - PAL Englightenment & Excel Program Abatement Monitoring

(Service or Commodity Covered by Purchase Order)

September 22, 2023

(Date of Purchase Order)

PO# 220296 Limited Hazardous Material Testing Assessment Former St. Mary's School

(Service or Commodity Covered by Purchase Order)

December 20, 2023

(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2024/25)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City ☐

PO# 193667 - Slip Lining PCCP Pipe on Thomaston Avenue

(Service or Commodity Covered by Purchase Order)

October 1, 2021

(Date of Purchase Order)

PO# 210868 - Belleview Lake Dam Inspection and Emergency Action Plan Update

(Service or Commodity Covered by Purchase Order)

March 17, 2023

(Date of Purchase Order)

PO# 211757 - Risdon Pond Dam Analysis

(Service or Commodity Covered by Purchase Order)

April 10, 2023

(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2024/25)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City ☐

PO # 220455 - Tompkins Street Dams #1 and #2 Inspection and Registration

(Service or Commodity Covered by Purchase Order)

December 29, 2023

(Date of Purchase Order)

PO # 216874 - Bray's Buckle Dam Inspection and Registration

(Service or Commodity Covered by Purchase Order)

September 12, 2023

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 20 24/25)

Persons or Entities Conducting Business with the City of Waterbury

II. Financial Interest Disclosure

(Disclose City of Waterbury Public Officials, Employees or Members of Boards or Commissions with interest in Person or Entity Conducting Business with the City)

No Officials, Employees or Members of Boards or Commissions with Financial Interest (if none, check box) [X]

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc.)

Interest Held By:
Self [ ] Spouse [ ] Joint [ ] Child [ ]

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc.)

Interest Held By:
Self [ ] Spouse [ ] Joint [ ] Child [ ]

(Make copies of page, as needed.)

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 20 24 /25)
Persons or Entities Conducting Business with the City of Waterbury

III. Certification

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matters required to be disclosed by me pursuant to Chapter 39 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement of Financial Interests (or an amendment thereto) or if I file an inaccurate Statement, I will be in violation of Chapter 39 of the Code of Ordinance and thereby subject to all remedies set forth in said Code of Ordinances.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement of Financial Interests.

I have read and agree to the above certification.

Tighe & Bond, Inc.
(Name of Company, if applicable)
(Print or Type Name)

Signature of Individual (or Authorized Signatory)

July 31, 2026
Date

Daniel P. Rukakoski, Senior Vice President
Print or Type Name and Title (if applicable)

Alassard@tighebond.com
Print or Type Authorized Official's Email Address

info@tighebond.com
Print or Type Business Email Address

DELIVERED: | By Mail [x] Hand-Delivered [ ]

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Massachusetts

SS.: Westfield

County of Hampen

Daniel P. Rukakoski, Senior Vice President, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** Senior Vice President (circle/complete as applicable) of Tighe & Bond, Inc. (Contractor's Name), the Contractor that has submitted the attached Agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

____ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

_x_ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury.

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury.

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none, state "None" (once within in grid – not within each box). Use additional sheet if necessary (Must be on company letterhead and notarized):

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

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

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state "None" (once within in grid – not within each box). Use additional sheet if necessary (Must be on company letterhead and notarized):

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

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state "None" (once within in grid – not within each box). Use additional sheet if necessary (Must be on company letterhead and notarized):

	Organization Name (if none state NONE)	Address	Type of Ownership
1	None		
2			
3			
4			

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock, if none, state "None" (once within in grid – not within each box). Use additional sheet if necessary (Must be on company letterhead and notarized):

Name (if none state NONE)	Title	DOB	Stock %
1 None			
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none, state "None" (once within in grid – not within each box). Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1 None				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state "None" (once within in grid – not within each box):

TRADE NAME (if none state NONE)	PLACE OF INCORPORATION / REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 None		
2		
3		
4		

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

Certification (Please complete applicable section below.)

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's Agreement with the City of Waterbury.

Certification For Partnership/Sole Proprietor (Requires Notarization)

In presence of:

_____ _____

Witness Name of Partnership/Business (Print of Type)

By: _____

Signature of General Partner/ Sole Proprietor

_____

Name of General Partner/ Sole Proprietor (Print of Type)

Address of Business: _____

_____

_____

State of _____)

) SS

County of _____)

_____being duly sworn, deposes and says that he/she is _____ of _____ and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this _____ day of _____ 20_____.

_____

Signature of Notary Public

_____

Name of Notary Public (Print of Type)

SEAL

My Commission Expires: _____

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

Certification For Corporation/LLC (Requires Notarization)

In presence of:

Witness

Tighe & Bond, Inc.
Name of Corporation (Print of Type)

Address of Business: 53 Southampton Road
Westfield, MA 01085

Affix Corporate Seal

By:
Signature of Authorized Corporate Officer

Daniel P. Rukakoski
Name of Authorized Corporate Officer (Print of Type)

Its: Senior Vice President
Title of Authorized Corporate Officer (Print of Type)

State of Massachusetts)

) SS Westfield

County of Hampden)

Daniel P. Rukakoski being duly sworn, deposes and says that he/she is Senior Vice President of Tighe & Bond, Inc. and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 31st day of July 2026.

Signature of Notary Public

Anna P Meassick
Name of Notary Public (Print of Type)

My Commission Expires: May 15, 2031

SEAL
ANNA P MEASSICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires May 15, 2031

CERTIFICATE OF CORPORATE SECRETARY

I, Peter J. Grabowski, hereby certify that I am Corporate Secretary of **Tighe & Bond, Inc.** and that the following vote was duly adopted by the Board of Directors of the Corporation on December 2, 2025.

VOTED:

That Robert S. Belitz, John W. Block, Christopher C. Bone, Jason L. Curtis, Peter B. Galant, Peter J. Grabowski, Francis J. Hoey, III, Tiffany T. Labrie, April S. Lassard, James V. Laughlan, William P. Mertz, Miles H. Moffatt, Brandee K. Nelson, Daniel P. Rukakoski, Peter M. Valinski, and Joseph P. Viamari, acting singly, be and are hereby authorized and directed for and on behalf of the Corporation, to negotiate, enter into, execute, and deliver any and all proposals, agreements and contracts, required by the Corporation in the performance of all of its services, and all other related matters in the ordinary course of the Corporation's business, such proposals, agreements and contracts to be on and subject to such terms as said signatory may deem necessary or appropriate and in the best interest of the Corporation; the execution and delivery of same to be conclusive evidence that such proposals, agreements and contracts and terms and conditions thereof are binding on the Corporation and authorized by this Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand on this 31st day of July, 2026.

Peter J. Grabowski
Corporate Secretary

53 Southampton Road
Westfield, MA 01085
T 413.562.1600

TIGHEBOND.COM

WATERBURY
DEVELOPMENT CORPORATION

To: Michael Digiovancarlo
President, Board of Aldermen

Members, Board of Aldermen

Mayor Paul K. Pernerewski, Jr.

From: Mansi Doshi *Mansi Doshi*
Project Manager, WDC

Date: August 3, 2026

Re: **Amendment#1- Slab removal for 170 Freight Street Project between the City of Waterbury and Manafort Brothers, Inc., TIME EXTENSION ONLY**

On behalf of the Waterbury Development Corporation (WDC), the above-referenced contract amendment is hereby submitted for your consideration and approval.

The proposed amendment is for a time extension only and does not increase the contract amount. The contract value shall remain $5,444,589.50, and all other terms and conditions of the original agreement shall remain unchanged.

During slab removal activities at 170 Freight Street, multiple waste streams were discovered that required additional investigation, characterization, handling, and coordination to ensure compliance with all applicable environmental regulations. As a result, additional time is necessary to complete the remaining work and achieve final project closeout. A summary of the waste streams encountered is provided in the attached Waste Stream Log.

Accordingly, I am requesting an extension of the contract completion date through April 30, 2027, to allow sufficient time to complete the remaining work and achieve final project closeout.

Attached for your review and consideration is the proposed contract amendment and all supporting documentation.

I look forward to answering any questions you may have regarding this request

Thank you for your consideration of this matter.

Attachment

cc: Attorney Joseph P. Yamin, via email, w/o attachment.
James Nardozzi, via email, w/o attachment.

AMENDMENT NUMBER 1
TO
SLAB REMOVAL CONTRACT
FOR
ITB NO. 8393
INVOLVING 170 FREIGHT STREET
BETWEEN
CITY OF WATERBURY
AND
MANAFORT BROTHERS, INC.

THIS AMENDMENT 1, effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and **MANAFORT BROTHERS, INC.**, 414 New Britain Avenue, Plainville, Connecticut, a duly registered Connecticut corporation (the "Contractor", collectively with the City, the "Parties").

WHEREAS the Contractor submitted a bid to the City in response to **Invitation to Bid ("ITB") Number 8393** for demolition and hazardous material abatement work and services required at 170 Freight Street in Waterbury, Connecticut (the "Project"); and

WHEREAS the City accepted the Contractor's bid for **ITB 8393**; and

WHEREAS the Parties executed an Agreement (the "Agreement"), effective January 8, 2026 (the "Effective Date"), for Contractor's performance of the various services for the Project, all as more fully described in the Agreement;

WHEREAS the Agreement originally provided for the Contractor to complete its work as set forth in Section 5; and

WHEREAS the Parties have determined that the Contract Time must be increased to and through April 30, 2027, because of unanticipated delays experienced at the Project.

NOW THEREFORE, the Parties hereby agree and covenant to amend the Agreement as follows:

1. The foregoing recitals are incorporated herein by reference as if fully stated herein.

2. The Contract Time as set forth in **Section 5** shall be modified such that the Contractor shall Substantially Complete all of its work and services required for the Project on or before March 31, 2027, and achieve Final Completion of the Project on or before April 30, 2027.

3. Unless amended as provided herein, all other terms, conditions and provisions of the Agreement shall remain in full force and effect and binding upon the Parties.

IN WITNESS WHEREOF, the Parties hereto execute this Amendment Number 1 on the dates signed below.

WITNESSES:

_____

_____

CITY OF WATERBURY

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

Date:_____

WITNESSES:

Alyssa Arnold

Elizabeth

MANAFORT BROTHERS, INC.

By:_____
Justin Manafort, Sr.

Date: 8/31/26

414 New Britain Avenue, P.O. Box 99, Plainville, CT 06062
P: 860.229.4853 F: 860.747.4861 W: Manafort.com

July 21, 2026

Ms. Mansi Doshi
Waterbury Development Corporation
83 Bank Street, 3rd Floor
Waterbury, CT 06702

RE: 170 Freight Street, Waterbury, CT
Slab Demolition & Remediation

Correspondence No. FSRP-010

Dear Ms. Doshi,

Please consider this correspondence a formal request for a six-month time extension for the work at the 170 Freight Street Project in Waterbury, CT, as discussed at the July 15th meeting with MBI, the WDC, and Tighe & Bond.

MBI previously notified the WDC of delays in formal correspondences FSRP-003, FSRP-004, FSRP-008. As elaborated therein, the discovery of additional conditions, in combination with the previously documented unforeseen items, continues to restrict MBI's ability to progress the overall work per the previous schedule. MBI remains committed to working collaboratively with the Owner's team to safely assess, manage, and resolve each of these conditions. We will continue to document all observations in our daily field reports and project meeting minutes, and we will update the project team on the status each newly identified condition.

We trust that this information meets your approval. Should you have any questions or comments, or wish to discuss this matter further, please do not hesitate to contact me.

Sincerely,
Manafort Brothers, Inc.

Jesse A. Garuti
Project Executive

CC: James Nardozzi (WDC), Harley Langford (T&B), Sarah Sanchez (MBI), Vince Mondo (MBI), Justin Manafort (MBI)

130 & 170 Freight Street Waste Stream Disposal Locations

Project Site	Waste Stream / Work Area	Disposal Facility Location	Facility State	Approved/ Pending	Notes
130 Freight/000 West Main Street	RA-1 Concrete	Republic, Allied Waste Niagra Falls Lan	NY	Not Submitted	DTC is Working on a contained-in package -- requires State Approval
130 Freight/000 West Main Street	RA-1 Soil Chamber A	Clean Earth Carteret	NJ	Approved	
130 Freight/000 West Main Street	RA-1 Soil Chambers B-F	Clean Earth Carteret	NJ	Approved	
130 Freight/000 West Main Street	RA-2 Soil Cadmium Haz	Republic, Elizabeth NJ	NJ	Approved	Soil Determined to be Haz Soil -- Tank Grave soil was good.
130 Freight/000 West Main Street	RA-4 Soil	Republic, Waye Disposal	MI	Approved	
130 Freight/000 West Main Street	RA-4 Concrete	Republic, Waye Disposal	MI	Approved	
130 Freight/000 West Main Street	RA-4 Concrete with ACM	CWM, Emelle	AL	Approved	
170 Freight Street	Soil Waste Stream 1	Waste Management of Fairless	PA	Approved	
170 Freight Street	Soil Waste Stream 1A Cadmium	Republic, Elizabeth NJ	NJ	Approved	Haz Levels of Cadmium were identified in the soil
170 Freight Street	Soil Waste Stream 1C (Elevated Levels of PCB 1,300 PPM)	Republic, Waye Disposal	MI	Pending	T&B provided added sample results, and questions on Republic Profile. Questions have been asked to Doleen Blair of Republic.
170 Freight Street	Soil Waste Stream 2	Republic, Waye Disposal	MI	Approved	Discussed with T&B about resampling to remove the F and D code if possible
170 Freight Street	Soil Waste Stream 3	Republic, Waye Disposal	MI	Approved	
170 Freight Street	Concrete Waste Stream 1	Waste Management of Fairless	PA	Approved	
170 Freight Street	Concrete Waste Stream 2	Republic, Waye Disposal	MI	Approved	
170 Freight Street	Concrete Waste Stream 3	Waste Management of Fairless	PA	Approved	
170 Freight Street	Concrete Waste Stream 4	Republic, Waye Disposal	MI	Submitted	Submitted 7/31/26
170 Freight Street	Concrete Waste Stream 5	Republic, Waye Disposal	MI	Approved	
170 Freight Street	Phenol / Purple impacted	Allied	NY	Submitted	Submitted 7/28/26
170 Freight Street	ACM Slabs	Minerva	OH	Approved	Having challenges in getting trucks.
170 Freight Street	ACM Debris Piles	Connostoga	PA	Approved	
170 Freight Street	Small Pits & Soil	Allied	NY	Submitted	Submitted 7/28/26
170 Freight Street	Brick Vault	Republic, Elizabeth NJ	NJ	Approved	Mixed in with Soil Waste Stream 1 (Cadmium)
170 Freight Street	Coal Ash	Allied	NY	Submitted	Submitted 7/28/26
170 Freight Street	DrumBurial Area	TBD	TBD	Not Submitted	Working with Red Tech on disposal options. Added TCLP testing ongoing per the request of Red Tech
170 Freight Street	Petroleum Foam Board / Concrete	Republic, Waye Disposal	MI	Approved	Will be sent off with CWS#2
170 Freight Street	Trichlorobenzene Soil	TBD	TBD	Not Submitted	DTE to sample on 8/4/26

Has been submitted for State of NY (Contained-IN) Excemption and pending response from State

Waste Stream is Approved

Waste Stream is submitted and pending review or requires additional information

Waste Stream has not been submitted and requires additional information

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

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City ☐

130 Freight Street Contract

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

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

B. Purchase Order(s).

No Purchase Order(s) with the City [X]

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in Person or Entity Conducting Business with the City)

No Officials, Employees or Board and Commission Members with Financial Interest [X]

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:
Self [ ] Spouse [ ] Joint [ ] Child [ ]

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:
Self [ ] Spouse [ ] Joint [ ] Child [ ]

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Manafort Brothers Incorporated
(Name of Company, if applicable)

Signature of Individual (or Authorized Signatory)

August 3, 2026
Date

Justin A. Manafort, Sr. - Executive Vice President
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☐

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Connecticut

SS.: Plainville

County of Hartford

Justin A Manafort SR, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** Officer of Manafort Brothers Inc. (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

___ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

✓ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

✓ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

✓ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 James A. Manafort, Jr.	President	NONE		08/22/1961
2 Justin A. Manafort, Sr.	Executive Vice President	NONE		11/14/1972
3 David Manafort	Vice President Secretary/Treasurer	NONE		11/04/1965
4 Brian K. Barrett	C.F.O.	NONE		11/02/1966

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

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

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

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

Organization Name	Address	Type of Ownership
1 Manafort-Precision, LLC	261 Southwest Cutoff Worcester, MA 01604	Managing Partner
2 Manafort-Transit, LLC	318 Bear Hill Road Worcester, MA 01604	Managing Partner
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1 NONE			
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1 NONE				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 NONE		
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:

N/A
Witness

N/A
Name of Partnership/Business

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

By: _____
Name of General Partner/ Sole Proprietor

_____
Address of Business

State of _____)
) SS
County of _____)

_____ being duly sworn,

Deposes and says that he/she is _____ of _____ and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this _____ day of _____ 202__.

_____
(Notary Public)

My Commission Expires: _____

For Corporation

Manafort Brothers Incorporated

Alyssa Anello
Witness

Justin A. Manafort, Sr. - Executive Vice President
Name of Corporate Signatory

414 New Britain Avenue, Plainville, CT 06062
Address of Business

Affix Corporate Seal

By: _____
Name of Authorized Corporate Officer

Its: Justin A. Manafort, Sr. - Executive Vice President
Title

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

State of Connecticut)
Plainville) SS
County of Hartford)

Justin A. Manafort, Sr. being duly sworn,

deposes and says that he/she is Executive Vice President of Manafort Brothers Incorporated and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 3 day of August 2026.

Michelle Brandon
(Notary Public)

My Commission Expires: 10-31-2028

MICHELLE BRANDON NOTARY PUBLIC MY COMM. EXP. 10/31/2028 CONNECTICUT

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

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

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

Certification

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

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

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

Manafort Brothers Incorporated
414 New Britain Avenue
Plainville, CT 06062

Print Name and Title of Authorized Representative:

Justin A. Manafort, Sr. - Executive Vice President

Signature of Authorized Representative:

Date: 8/3/2

CORPORATE RESOLUTION

I, Vincent J. Mondo, hereby certify that I am the duly elected and acting Vice President of Manafort Brothers Incorporated, a corporation organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said corporation.

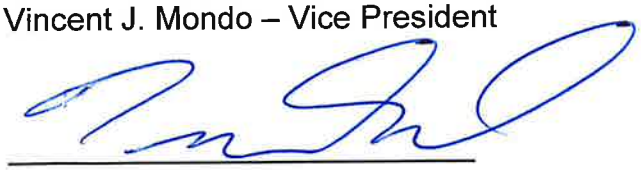
The following resolution was adopted at a meeting of the corporation duly held on the 25th day of June, 2026.

"It is hereby resolved that Vincent J. Mondo is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Manafort Brothers Incorporated corporation this 3rd day of August, 2026 .

Vincent J. Mondo – Vice President





OFFICE OF THE DIRECTOR OF FINANCE
THE CITY OF WATERBURY
CONNECTICUT

Date: August 4, 2026

To: Members, Board of Aldermen
Mayor Paul K. Pernerewski, Jr.
Sarah Geary, Manager of Budget Development & Oversight

From: Michael LeBlanc, Director of Finance MJL

Subject: Capital Project & NC Special Programs - Quarterly Budget Status Report

Attached are the Capital Projects and Non-Capital (NC) Special Programs Quarterly Budget Status Reports through the period ending August 4, 2026 for your review.

The Budget Status Reports are provided on a quarterly basis to provide current budget, prior fiscal years and current fiscal year expenditures along with current open encumbrances and commitments on the City's approved capital projects and non-capital special appropriation programs.

If you have any questions or would like to request additional financial information on any of these projects or programs, please contact me at (203) 574-6840.



Capital Projects

Quarterly Budget Status Report

August 4, 2026

City of Waterbury
FINANCE DEPARTMENT

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-BOND2, WPC-BOND, WPC-BOND1, WPC-BOND2, WPC-CIF, WATER-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 08/04/2026, 04:17:25PM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
113 Town Clerk							
041 - 05	**Town Clerk Public Act 05-228 $40 fee = $36 remit to State, $3 CP, $1 AU55005**						OT60221
6022111320795	**Town Clerk Public Act 05-228 $3**						
1 - General Appropriation 500000		414,267.00	0.00	0.00	0.00	0.00	414,267.00
64203 - Gov. Documents Retentio 564203		12,000.00	44,261.90	0.00	44,261.90	0.00	-32,261.90
75002 - Cabinets 575002		24,475.00	134,280.19	0.00	134,280.19	15,682.38	-125,487.57
75008 - Furniture-Misc 575008		15,000.00	15,000.00	0.00	15,000.00	0.00	0.00
75200 - Office Equipment 575200		6,875.00	6,875.00	0.00	6,875.00	0.00	0.00
Posting Activity Total		472,617.00	200,417.09	0.00	200,417.09	15,682.38	256,517.53
041 - 05 subtotal:		472,617.00	200,417.09	0.00	200,417.09	15,682.38	256,517.53
113 subtotal:		472,617.00	200,417.09	0.00	200,417.09	15,682.38	256,517.53

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-BOND2, WPC-BOND, WPC-BOND1, WPC-BOND2, WPC-CIF, WATER-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 08/04/2026, 04:17:25PM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
201 Finance Dept							
019 - 05	**Capital Improvement Fund**						OT60180
6018020122155	**Community Improvement Activities**						
33000 - Professional Services 533000		0.00	72,100.00	0.00	72,100.00	0.00	-72,100.00
43000 - General Repairs & Maint 543000		874,923.83	304,683.47	0.00	304,683.47	2,777.41	567,462.95
59001 - Advertising 559001		1,377.58	35,408.44	8,934.78	44,343.22	0.00	-42,965.64
89005 - Municipal Groups 589005		823,918.00	762,849.44	20,000.00	782,849.44	5,206.07	35,862.49
89016 - Culture/Youth Activity 589016		140,750.00	371,836.86	51.95	371,888.81	0.00	-231,138.81
89030 - Moving-Relocation 589030		11,400.00	4,430.00	0.00	4,430.00	0.00	6,970.00
89054 - Community Awareness 589054		0.00	5,000.00	0.00	5,000.00	0.00	-5,000.00
89201 - Mileage 589201		0.00	85.00	0.00	85.00	0.00	-85.00
Posting Activity Total		1,852,369.41	1,556,393.21	28,986.73	1,585,379.94	7,983.48	259,005.99
6018020123205	**Anti-Blight Activities**						
43000 - General Repairs & Maint 543000		224,564.00	179,069.06	0.00	179,069.06	15,012.70	30,482.24
Posting Activity Total		224,564.00	179,069.06	0.00	179,069.06	15,012.70	30,482.24
6018020123445	**Property & Economic Development**						
33037 - Good Jobs Oversight 533037		0.00	10,750.00	0.00	10,750.00	0.00	-10,750.00
89006 - Economic Development 589006		3,639,017.64	3,366,572.95	4,125.00	3,370,697.95	37,931.26	230,388.43
Posting Activity Total		3,639,017.64	3,377,322.95	4,125.00	3,381,447.95	37,931.26	219,638.43
6018020127505	**Revaluation**						
33013 - Revaluation 533013		750,000.00	678,860.03	0.00	678,860.03	0.00	71,139.97
Posting Activity Total		750,000.00	678,860.03	0.00	678,860.03	0.00	71,139.97
6018020127935	**Historic Sites Project**						
45014 - Buildings and Grounds S 545014		275,000.00	117,290.00	0.00	117,290.00	0.00	157,710.00
Posting Activity Total		275,000.00	117,290.00	0.00	117,290.00	0.00	157,710.00
6018020128105	**Renewable Energy Consultant**						
33000 - Professional Services 533000		102,500.00	36,726.15	0.00	36,726.15	18,512.60	47,261.25
Posting Activity Total		102,500.00	36,726.15	0.00	36,726.15	18,512.60	47,261.25
019 - 05 subtotal:		6,843,451.05	5,945,661.40	33,111.73	5,978,773.13	79,440.04	785,237.88
027 - 05	**Lawson Technology Projects**						OT60226
6022620124955	**INFOR Lawson Upgrade Projects**						
33020 - Consulting Services 533020		2,244,092.20	242,348.30	0.00	242,348.30	5,660.00	1,996,083.90
39003 - Training Fees 539003		10,000.00	0.00	0.00	0.00	0.00	10,000.00
70501 - Hardware 570501		300,000.00	297,419.53	0.00	297,419.53	0.00	2,580.47
70504 - Software 570504		105,000.00	152,139.51	0.00	152,139.51	0.00	-47,139.51
Posting Activity Total		2,659,092.20	691,907.34	0.00	691,907.34	5,660.00	1,961,524.86

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ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-BOND2, WPC-BOND, WPC-BOND1, WPC-BOND2, WPC-CIF, WATER-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

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Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
201 Finance Department							
027 - 05 subtotal:		2,659,092.20	691,907.34	0.00	691,907.34	5,660.00	1,961,524.86
159 - 01	**American Rescue Plan Act - Fiscal Recovery Funding**						FD60050
6005020128001	**Summer Recreation - Address Inequities**						
11600 - Temporary Employees		1,160,064.88	1,160,064.88	0.00	1,160,064.88	0.00	0.00
89055 - Program Costs 589055		312,601.00	312,601.00	0.00	312,601.00	0.00	0.00
Posting Activity Total		1,472,665.88	1,472,665.88	0.00	1,472,665.88	0.00	0.00
6005020128051	**COVID-19 Mitigation and Prevention**						
11600 - Temporary Employees		310,426.48	310,426.48	0.00	310,426.48	0.00	0.00
11650 - Overtime		15,065.93	15,065.93	0.00	15,065.93	0.00	0.00
33000 - Professional Services 533000		301,279.17	301,279.17	0.00	301,279.17	0.00	0.00
53001 - Postage 553001		28,800.73	28,800.73	0.00	28,800.73	0.00	0.00
59002 - Printing & Binding 559002		5,487.29	5,487.29	0.00	5,487.29	0.00	0.00
61204 - Emergency/Medical Suppl 561204		8,031.90	8,031.90	0.00	8,031.90	0.00	0.00
61219 - Citywide COVID-19 561219		5,774.65	5,774.65	0.00	5,774.65	0.00	0.00
65000 - Food Supplies 565000		4,101.23	4,101.23	0.00	4,101.23	0.00	0.00
70501 - Hardware 570501		3,092.90	3,092.90	0.00	3,092.90	0.00	0.00
70504 - Software 570504		32,452.94	32,452.94	0.00	32,452.94	0.00	0.00
89057 - COVID-19 Testing 589057		67,884.42	67,884.42	0.00	67,884.42	0.00	0.00
Posting Activity Total		782,397.64	782,397.64	0.00	782,397.64	0.00	0.00
6005020128111	**Reentry Welcome Center Program**						
75501 - Building Improvements 575501		42,402.62	42,402.62	0.00	42,402.62	0.00	0.00
Posting Activity Total		42,402.62	42,402.62	0.00	42,402.62	0.00	0.00
6005020128121	**NRWIB Workforce Development Programs**						
89053 - Sub-recipient Payments 589053		617,047.69	617,047.69	0.00	617,047.69	0.00	0.00
Posting Activity Total		617,047.69	617,047.69	0.00	617,047.69	0.00	0.00
6005020128131	**Health Department-Health Advisory Services**						
33000 - Professional Services 533000		6,037.78	6,037.78	0.00	6,037.78	0.00	0.00
Posting Activity Total		6,037.78	6,037.78	0.00	6,037.78	0.00	0.00
6005020128141	**Health Department-Community Services Office**						
11500 - Salaries (Non BOE salaries)		338,000.00	338,000.00	0.00	338,000.00	0.00	0.00
Posting Activity Total		338,000.00	338,000.00	0.00	338,000.00	0.00	0.00
6005020128151	**Waterbury Community Services Investment Program (WCSIP)**						
89055 - Program Costs 589055		1,679,589.66	1,679,589.66	0.00	1,679,589.66	0.00	0.00
Posting Activity Total		1,679,589.66	1,679,589.66	0.00	1,679,589.66	0.00	0.00
6005020128161	**Community Services & Development Offices**						

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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

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Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
201 Department of Finance							
159 - 01	**American Rescue Plan Act - Fiscal Recovery Funding**						FD60050
33000 - Professional Services 533000		46,069.92	46,069.92	0.00	46,069.92	0.00	0.00
47000 - Construction Services 547000		1,341,119.00	1,341,119.00	0.00	1,341,119.00	0.00	0.00
75000 - Furn, Fix, Equip 575000		109,443.78	109,443.78	0.00	109,443.78	0.00	0.00
Posting Activity Total		1,496,632.70	1,496,632.70	0.00	1,496,632.70	0.00	0.00
6005020128201	**Acquisition of John St./Congress Ave. Property**						
47010 - Acquisition Costs 547010		410,000.00	410,000.00	0.00	410,000.00	0.00	0.00
Posting Activity Total		410,000.00	410,000.00	0.00	410,000.00	0.00	0.00
6005020128211	**Acquisition of Branch St/Division St Property (St. Lucy's)**						
47010 - Acquisition Costs 547010		400,000.00	400,000.00	0.00	400,000.00	0.00	0.00
Posting Activity Total		400,000.00	400,000.00	0.00	400,000.00	0.00	0.00
6005020128301	**Downtown Underground Utility Improvements-Bank, No./So. Main**						
33014 - Testing 533014		14,171.00	14,171.00	0.00	14,171.00	0.00	0.00
33016 - Engineering 533016		1,098,336.00	1,098,336.00	0.00	1,098,336.00	0.00	0.00
47000 - Construction Services 547000		10,200,090.00	10,200,090.00	0.00	10,200,090.00	0.00	0.00
Posting Activity Total		11,312,597.00	11,312,597.00	0.00	11,312,597.00	0.00	0.00
6005020128351	**One Exchange Place Elevator Replacement**						
47000 - Construction Services 547000		400,000.00	400,000.00	0.00	400,000.00	0.00	0.00
Posting Activity Total		400,000.00	400,000.00	0.00	400,000.00	0.00	0.00
6005020128401	**DPW - Public Buildings Projects General Appropriation**						
1 - General Appropriation 500000		0.00	0.00	0.00	0.00	0.00	0.00
33016 - Engineering 533016		1,585,421.05	1,508,505.65	45,260.00	1,553,765.65	31,655.40	0.00
Posting Activity Total		1,585,421.05	1,508,505.65	45,260.00	1,553,765.65	31,655.40	0.00
6005020128601	**DPW - Park Projects General Appropriation**						
1 - General Appropriation 500000		0.00	0.00	0.00	0.00	0.00	0.00
33016 - Engineering 533016		443,301.96	443,301.96	0.00	443,301.96	0.00	0.00
Posting Activity Total		443,301.96	443,301.96	0.00	443,301.96	0.00	0.00
6005020128611	**DPW - Park Projects Outdoor Pool Design Services**						
33016 - Engineering 533016		795,821.28	795,821.28	0.00	795,821.28	0.00	0.00
Posting Activity Total		795,821.28	795,821.28	0.00	795,821.28	0.00	0.00
6005020128621	**313 Mill Street Park**						
33000 - Professional Services 533000		271,978.05	271,978.05	0.00	271,978.05	0.00	0.00
47000 - Construction Services 547000		2,824,066.65	2,824,066.65	0.00	2,824,066.65	0.00	0.00
Posting Activity Total		3,096,044.70	3,096,044.70	0.00	3,096,044.70	0.00	0.00
6005020128631	**DPW-Park Playscape Replacements**						

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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Activity Detail - Capital projects

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Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
201 Department of Finance							
159 - 01	**American Rescue Plan Act - Fiscal Recovery Funding**						FD60050
47000 - Construction Services 547000		4,395,314.95	4,395,314.95	0.00	4,395,314.95	0.00	0.00
Posting Activity Total		4,395,314.95	4,395,314.95	0.00	4,395,314.95	0.00	0.00
6005020128641	**DPW-Washington Park Pool Facilities**						
33000 - Professional Services 533000		69,528.13	69,528.13	0.00	69,528.13	0.00	0.00
33014 - Testing 533014		15,834.65	15,834.65	0.00	15,834.65	0.00	0.00
47000 - Construction Services 547000		5,045,096.78	5,045,096.78	0.00	5,045,096.78	0.00	0.00
Posting Activity Total		5,130,459.56	5,130,459.56	0.00	5,130,459.56	0.00	0.00
6005020128651	**DPW-Fulton Park Pool Facilities**						
33000 - Professional Services 533000		59,727.01	59,727.01	0.00	59,727.01	0.00	0.00
33014 - Testing 533014		10,583.44	10,583.44	0.00	10,583.44	0.00	0.00
47000 - Construction Services 547000		802,331.30	802,331.30	0.00	802,331.30	0.00	0.00
99001 - Contingent Appropriatio 599001		250,000.00	250,000.00	0.00	250,000.00	0.00	0.00
Posting Activity Total		1,122,641.75	1,122,641.75	0.00	1,122,641.75	0.00	0.00
6005020128661	**DPW-Martin Luther King Jr. Park Improvements**						
47000 - Construction Services 547000		950,000.00	950,000.00	0.00	950,000.00	0.00	0.00
Posting Activity Total		950,000.00	950,000.00	0.00	950,000.00	0.00	0.00
6005020128701	**Broadband Expansion**						
70500 - Computer Equipment 570500		569,500.00	569,500.00	0.00	569,500.00	0.00	0.00
Posting Activity Total		569,500.00	569,500.00	0.00	569,500.00	0.00	0.00
6005020128721	**Fire Station 7 Renovations**						
33000 - Professional Services 533000		9,265.17	9,265.17	0.00	9,265.17	0.00	0.00
47000 - Construction Services 547000		2,747,100.76	2,747,100.76	0.00	2,747,100.76	0.00	0.00
Posting Activity Total		2,756,365.93	2,756,365.93	0.00	2,756,365.93	0.00	0.00
6005020128741	**Police Building Improvements**						
47000 - Construction Services 547000		548,921.13	548,921.13	0.00	548,921.13	0.00	0.00
Posting Activity Total		548,921.13	548,921.13	0.00	548,921.13	0.00	0.00
6005020128761	**Police Radio Hardware Refresh**						
70501 - Hardware 570501		2,081,359.00	2,081,359.00	0.00	2,081,359.00	0.00	0.00
Posting Activity Total		2,081,359.00	2,081,359.00	0.00	2,081,359.00	0.00	0.00
6005020128771	**Police Vehicle Replacements**						
74005 - Cruisers 574005		973,417.60	973,417.60	0.00	973,417.60	0.00	0.00
Posting Activity Total		973,417.60	973,417.60	0.00	973,417.60	0.00	0.00
6005020128781	**Building Improvements -1871 Baldwin Street**						
47000 - Construction Services 547000		663,745.11	663,745.11	0.00	663,745.11	0.00	0.00

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Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
201 Department of Finance							
159 - 01	**American Rescue Plan Act - Fiscal Recovery Funding**						FD60050
Posting Activity Total		663,745.11	663,745.11	0.00	663,745.11	0.00	0.00
6005020128901	**Acquisition of Property at 170 Freight Street (Brownfield)**						
47010 - Acquisition Costs 547010		2,300,000.00	2,300,000.00	0.00	2,300,000.00	0.00	0.00
Posting Activity Total		2,300,000.00	2,300,000.00	0.00	2,300,000.00	0.00	0.00
6005020128911	**Freight Street Environmental Assessment**						
33000 - Professional Services 533000		369,113.40	273,380.27	0.00	273,380.27	95,733.13	0.00
Posting Activity Total		369,113.40	273,380.27	0.00	273,380.27	95,733.13	0.00
6005020128991	**SLFRF Administrative Costs**						
11500 - Salaries (Non BOE salaries)		62,374.66	62,374.66	0.00	62,374.66	0.00	0.00
11650 - Overtime		318.62	318.62	0.00	318.62	0.00	0.00
33000 - Professional Services 533000		1,627,368.75	1,627,368.75	0.00	1,627,368.75	0.00	0.00
33031 - Misc-Legal Exp 533031		228,352.86	228,352.86	0.00	228,352.86	0.00	0.00
89055 - Program Costs 589055		1,251.75	1,251.75	0.00	1,251.75	0.00	0.00
Posting Activity Total		1,919,666.64	1,919,666.64	0.00	1,919,666.64	0.00	0.00
6005020180811	**COVID Premium Pay Stipends**						
11500 - Salaries (Non BOE salaries)		838,000.00	838,000.00	0.00	838,000.00	0.00	0.00
Posting Activity Total		838,000.00	838,000.00	0.00	838,000.00	0.00	0.00
6005020190001	**Personnel Costs**						
11500 - Salaries (Non BOE salaries)		562,434.57	562,000.00	0.00	562,000.00	0.00	434.57
Posting Activity Total		562,434.57	562,000.00	0.00	562,000.00	0.00	434.57
6005020199991	**Unallocated ARP Funds**						
1 - General Appropriation 500000		0.00	0.00	0.00	0.00	0.00	0.00
Posting Activity Total		0.00	0.00	0.00	0.00	0.00	0.00
159 - 01 subtotal:		50,058,899.60	49,885,816.50	45,260.00	49,931,076.50	127,388.53	434.57
160 - 02	**American Rescue Plan Act - County Allocation**						FP60051
6005120128102	**GWCCF: CBD Investment Program**						
89055 - Program Costs 589055		1,500,000.00	1,500,000.00	0.00	1,500,000.00	0.00	0.00
Posting Activity Total		1,500,000.00	1,500,000.00	0.00	1,500,000.00	0.00	0.00
6005120128112	**WBDC Small Business Assistance**						
89055 - Program Costs 589055		1,100,000.00	919,099.70	19,166.66	938,266.36	161,733.64	0.00
Posting Activity Total		1,100,000.00	919,099.70	19,166.66	938,266.36	161,733.64	0.00
6005120128122	**WAMS/Palace HVAC Split**						
33000 - Professional Services 533000		98,747.74	98,747.74	0.00	98,747.74	0.00	0.00
75411 - HVAC 575411		4,460,371.05	4,460,371.05	0.00	4,460,371.05	0.00	0.00

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Activity Detail - Capital projects

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Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
201 Department of Finance							
160 - 02	**American Rescue Plan Act - County Allocation**						FP60051
Posting Activity Total		4,559,118.79	4,559,118.79	0.00	4,559,118.79	0.00	0.00
6005120128152	**Acquisition of Cole St/East Main St Property (St. Mary's)**						
33000 - Professional Services 533000		23,199.73	23,199.73	0.00	23,199.73	0.00	0.00
47010 - Acquisition Costs 547010		1,000,000.00	1,000,000.00	0.00	1,000,000.00	0.00	0.00
Posting Activity Total		1,023,199.73	1,023,199.73	0.00	1,023,199.73	0.00	0.00
6005120128162	**Acquisition of 13 Wolcott Street (Sacred Heart)**						
47010 - Acquisition Costs 547010		950,000.00	950,000.00	0.00	950,000.00	0.00	0.00
Posting Activity Total		950,000.00	950,000.00	0.00	950,000.00	0.00	0.00
6005120128202	**Freight St. Corridor Redevelopment Project**						
33000 - Professional Services 533000		379,884.00	356,555.64	0.00	356,555.64	23,328.36	0.00
47000 - Construction Services 547000		3,596,460.00	3,596,460.00	0.00	3,596,460.00	0.00	0.00
89030 - Moving-Relocation 589030		104,726.24	104,726.24	0.00	104,726.24	0.00	0.00
Posting Activity Total		4,081,070.24	4,057,741.88	0.00	4,057,741.88	23,328.36	0.00
6005120128302	**DPW-Hamilton Park Phase 1 Improvements**						
33000 - Professional Services 533000		53,242.38	53,242.38	0.00	53,242.38	0.00	0.00
47000 - Construction Services 547000		8,963,883.14	8,963,883.14	0.00	8,963,883.14	0.00	0.00
75415 - Signage 575415		75,150.82	75,150.82	0.00	75,150.82	0.00	0.00
Posting Activity Total		9,092,276.34	9,092,276.34	0.00	9,092,276.34	0.00	0.00
6005120199992	**Unallocated ARP Funds-County**						
1 - General Appropriation 500000		0.00	0.00	0.00	0.00	0.00	0.00
Posting Activity Total		0.00	0.00	0.00	0.00	0.00	0.00
160 - 02 subtotal:		22,305,665.10	22,101,436.44	19,166.66	22,120,603.10	185,062.00	0.00
186 - 03	**DECD Redevelopment Phase III**						SD60057
6005720128503	**21 West Main Street and 24-30 Bank Street Properties**						
33000 - Professional Services 533000		255,000.00	3,876.00	0.00	3,876.00	0.00	251,124.00
33016 - Engineering 533016		314,150.00	102,982.55	0.00	102,982.55	0.00	211,167.45
47000 - Construction Services 547000		1,959,850.00	2,305,774.45	0.00	2,305,774.45	121,400.00	-467,324.45
47010 - Acquisition Costs 547010		4,466,000.00	4,465,967.00	0.00	4,465,967.00	0.00	33.00
89050 - Administrative Costs 589050		5,000.00	0.00	0.00	0.00	0.00	5,000.00
Posting Activity Total		7,000,000.00	6,878,600.00	0.00	6,878,600.00	121,400.00	0.00
186 - 03 subtotal:		7,000,000.00	6,878,600.00	0.00	6,878,600.00	121,400.00	0.00
201 subtotal:		88,867,107.95	85,503,421.68	97,538.39	85,600,960.07	518,950.57	2,747,197.31

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ACTIVITY GROUP: CP							
219 Budget							
019 - 05	**Capital Improvement Fund**						OT60180
6018021999995	**Unallocated-Capital Imp Fund**						
47000 - Construction Services 547000		8,684,470.30	0.00	0.00	0.00	0.00	8,684,470.30
Posting Activity Total		8,684,470.30	0.00	0.00	0.00	0.00	8,684,470.30
019 - 05 subtotal:		8,684,470.30	0.00	0.00	0.00	0.00	8,684,470.30
020 - 05	**Vehicle Replacement Fund**						OT60185
6018521999995	**Unallocated-Vehicles**						
1 - General Appropriation 500000		2,022,485.38	0.00	0.00	0.00	0.00	2,022,485.38
Posting Activity Total		2,022,485.38	0.00	0.00	0.00	0.00	2,022,485.38
020 - 05 subtotal:		2,022,485.38	0.00	0.00	0.00	0.00	2,022,485.38
219 subtotal:		10,706,955.68	0.00	0.00	0.00	0.00	10,706,955.68

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BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-BOND2, WPC-BOND, WPC-BOND1, WPC-BOND2, WPC-CIF, WATER-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

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Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
222 Information Technology							
019 - 05	**Capital Improvement Fund**						OT60180
6018022222925	**Network Backbone Equipment Replacements**						
70500 - Computer Equipment 570500		395,000.00	225,375.40	0.00	225,375.40	43,003.00	126,621.60
Posting Activity Total		395,000.00	225,375.40	0.00	225,375.40	43,003.00	126,621.60
6018022222935	**Replace Obsolete Desktop Computers**						
70500 - Computer Equipment 570500		677,727.51	510,332.75	1,916.17	512,248.92	6,811.64	158,666.95
Posting Activity Total		677,727.51	510,332.75	1,916.17	512,248.92	6,811.64	158,666.95
6018022225605	**Miscellaneous IT Improvements**						
33000 - Professional Services 533000		0.00	52,767.56	0.00	52,767.56	6,000.00	-58,767.56
43031 - Computer Equip-Maintena 543031		0.00	232,127.53	0.00	232,127.53	0.00	-232,127.53
70500 - Computer Equipment 570500		1,070,000.00	388,743.34	0.00	388,743.34	0.00	681,256.66
Posting Activity Total		1,070,000.00	673,638.43	0.00	673,638.43	6,000.00	390,361.57
6018022225975	**Storage Spaces Direct Cluster Servers (AX-Node)**						
70500 - Computer Equipment 570500		353,000.00	84,941.26	0.00	84,941.26	25.00	268,033.74
Posting Activity Total		353,000.00	84,941.26	0.00	84,941.26	25.00	268,033.74
6018022225995	**Exchange Email Server Upgrade**						
70500 - Computer Equipment 570500		87,000.00	82,346.80	0.00	82,346.80	0.00	4,653.20
Posting Activity Total		87,000.00	82,346.80	0.00	82,346.80	0.00	4,653.20
6018022226935	**Server Upgrades**						
70500 - Computer Equipment 570500		175,000.00	57,447.90	0.00	57,447.90	1,500.00	116,052.10
Posting Activity Total		175,000.00	57,447.90	0.00	57,447.90	1,500.00	116,052.10
6018022226945	**Network Client Access License Upgrades**						
70500 - Computer Equipment 570500		41,000.00	20,215.56	0.00	20,215.56	0.00	20,784.44
Posting Activity Total		41,000.00	20,215.56	0.00	20,215.56	0.00	20,784.44
6018022227955	**Data Backup System**						
70500 - Computer Equipment 570500		230,000.00	169,945.80	0.00	169,945.80	0.00	60,054.20
Posting Activity Total		230,000.00	169,945.80	0.00	169,945.80	0.00	60,054.20
6018022227965	**Online Storage Expansions & Replacements**						
70500 - Computer Equipment 570500		83,550.00	9,022.32	0.00	9,022.32	0.00	74,527.68
Posting Activity Total		83,550.00	9,022.32	0.00	9,022.32	0.00	74,527.68
6018022227975	**WiFi Access Points**						
70500 - Computer Equipment 570500		25,200.00	1,858.18	0.00	1,858.18	0.00	23,341.82
Posting Activity Total		25,200.00	1,858.18	0.00	1,858.18	0.00	23,341.82
6018022228425	**Phone System Upgrade/Conversion**						
70500 - Computer Equipment 570500		115,000.00	34,533.36	0.00	34,533.36	11,919.98	68,546.66

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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

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Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
222 Information Technology							
019 - 05	**Capital Improvement Fund**						
							OT60180
Posting Activity Total		115,000.00	34,533.36	0.00	34,533.36	11,919.98	68,546.66
019 - 05 subtotal:		3,252,477.51	1,869,657.76	1,916.17	1,871,573.93	69,259.62	1,311,643.96
222 subtotal:		3,252,477.51	1,869,657.76	1,916.17	1,871,573.93	69,259.62	1,311,643.96

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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

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Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
301 Police Department							
019 - 05	**Capital Improvement Fund**						OT60180
6018030126465	**License Plate Reader**						
70500 - Computer Equipment 570500		75,000.00	40,825.00	0.00	40,825.00	0.00	34,175.00
Posting Activity Total		75,000.00	40,825.00	0.00	40,825.00	0.00	34,175.00
6018030126915	**PC Replacements**						
70500 - Computer Equipment 570500		529,000.00	293,532.35	1,700.03	295,232.38	32,900.00	200,867.62
Posting Activity Total		529,000.00	293,532.35	1,700.03	295,232.38	32,900.00	200,867.62
6018030126965	**FY21 HQ Building Repairs and Upgrades**						
75501 - Building Improvements 575501		130,000.00	111,146.61	0.00	111,146.61	0.00	18,853.39
Posting Activity Total		130,000.00	111,146.61	0.00	111,146.61	0.00	18,853.39
6018030127065	**Mobile Radio Kits for Installs**						
70500 - Computer Equipment 570500		337,500.00	328,004.70	0.00	328,004.70	0.00	9,495.30
Posting Activity Total		337,500.00	328,004.70	0.00	328,004.70	0.00	9,495.30
6018030127565	**Information Technology Improvements**						
70500 - Computer Equipment 570500		881,000.00	541,416.96	0.00	541,416.96	14,757.52	324,825.52
Posting Activity Total		881,000.00	541,416.96	0.00	541,416.96	14,757.52	324,825.52
6018030127575	**Building and Equipment Improvements**						
33000 - Professional Services 533000		60,000.00	64,685.50	0.00	64,685.50	94.05	-4,779.55
70500 - Computer Equipment 570500		44,467.37	60,147.82	0.00	60,147.82	0.00	-15,680.45
71010 - Operations Equipment-Mi 571010		0.00	0.00	0.00	0.00	0.00	0.00
75501 - Building Improvements 575501		1,215,000.00	310,398.48	0.00	310,398.48	93,230.75	811,370.77
Posting Activity Total		1,319,467.37	435,231.80	0.00	435,231.80	93,324.80	790,910.77
6018030127655	**Body and Dash Cameras-State Grant Funded (Partial)**						
71010 - Operations Equipment-Mi 571010		1,040,384.17	982,696.76	0.00	982,696.76	0.00	57,687.41
Posting Activity Total		1,040,384.17	982,696.76	0.00	982,696.76	0.00	57,687.41
6018030128695	**FY24 Police Fuel Storage Tank Installation**						
33000 - Professional Services 533000		0.00	0.00	0.00	0.00	0.00	0.00
47000 - Construction Services 547000		488,748.95	488,748.95	0.00	488,748.95	0.00	0.00
Posting Activity Total		488,748.95	488,748.95	0.00	488,748.95	0.00	0.00
6018030128905	**Patrol Rifle Replacement (Private Duty Fund)**						
71010 - Operations Equipment-Mi 571010		325,000.00	265,392.00	0.00	265,392.00	0.00	59,608.00
Posting Activity Total		325,000.00	265,392.00	0.00	265,392.00	0.00	59,608.00
6018030129125	**Action Target System (Private Duty Fund)**						
71010 - Operations Equipment-Mi 571010		95,000.00	0.00	0.00	0.00	0.00	95,000.00
Posting Activity Total		95,000.00	0.00	0.00	0.00	0.00	95,000.00

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Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
301 Police Department							
019 - 05 subtotal:		5,221,100.49	3,486,995.13	1,700.03	3,488,695.16	140,982.32	1,591,423.01
020 - 05	**Vehicle Replacement Fund**						OT60185
6018530127485	**FY22 Police Dept Vehicles**						
74003 - Mobile Equipment 574003		80,000.00	82,645.00	0.00	82,645.00	0.00	-2,645.00
74005 - Cruisers 574005		550,000.00	537,579.70	0.00	537,579.70	0.00	12,420.30
74008 - Motorcycles/Scooters 574008		25,000.00	25,324.35	0.00	25,324.35	0.00	-324.35
74009 - Vehicles-Misc 574009		139,000.00	110,106.00	0.00	110,106.00	0.00	28,894.00
Posting Activity Total		794,000.00	755,655.05	0.00	755,655.05	0.00	38,344.95
6018530127545	**Police Dept Vehicles**						
74009 - Vehicles-Misc 574009		484,612.50	293,525.86	0.00	293,525.86	4,816.80	186,269.84
Posting Activity Total		484,612.50	293,525.86	0.00	293,525.86	4,816.80	186,269.84
6018530127925	**FY23 Police Dept Vehicles**						
74005 - Cruisers 574005		470,000.00	465,488.93	0.00	465,488.93	0.00	4,511.07
74009 - Vehicles-Misc 574009		134,000.00	136,659.00	0.00	136,659.00	0.00	-2,659.00
Posting Activity Total		604,000.00	602,147.93	0.00	602,147.93	0.00	1,852.07
6018530128365	**FY24 Police Dept Vehicles**						
74005 - Cruisers 574005		615,000.00	336,910.39	0.00	336,910.39	0.00	278,089.61
74008 - Motorcycles/Scooters 574008		35,000.00	0.00	0.00	0.00	0.00	35,000.00
74009 - Vehicles-Misc 574009		180,000.00	51,214.00	0.00	51,214.00	0.00	128,786.00
Posting Activity Total		830,000.00	388,124.39	0.00	388,124.39	0.00	441,875.61
6018530128895	**FY25 Police Dept Vehicles**						
74005 - Cruisers 574005		650,000.00	0.00	0.00	0.00	596,823.71	53,176.29
74009 - Vehicles-Misc 574009		250,000.00	69,650.67	54,948.20	124,598.87	0.00	125,401.13
Posting Activity Total		900,000.00	69,650.67	54,948.20	124,598.87	596,823.71	178,577.42
6018530129135	**FY26 Police Dept Vehicles**						
74009 - Vehicles-Misc 574009		677,000.00	0.00	109,896.40	109,896.40	472,298.00	94,805.60
Posting Activity Total		677,000.00	0.00	109,896.40	109,896.40	472,298.00	94,805.60
020 - 05 subtotal:		4,289,612.50	2,109,103.90	164,844.60	2,273,948.50	1,073,938.51	941,725.49
098 - 03	**Municipal Grants-in-Aid (MGIA)**						SD60107
6010730125093	**Animal Control Incinerator**						
71010 - Operations Equipment-Mi 571010		60,000.00	0.00	0.00	0.00	0.00	60,000.00
Posting Activity Total		60,000.00	0.00	0.00	0.00	0.00	60,000.00
098 - 03 subtotal:		60,000.00	0.00	0.00	0.00	0.00	60,000.00
189 - 03	**CT Dept. Emergency Serv. Public Protection 5/9/24-5/8/29**						SD60157
6015730128683	**Security Cameras, Speed Bumps, and Drone Replacements**						

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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Activity Detail - Capital projects

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Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
301 Police Department							
189 - 03	**CT Dept. Emergency Serv. Public Protection 5/9/24-5/8/29**						SD60157
71010 - Operations Equipment-Mi 571010		1,000,000.00	286,960.11	0.00	286,960.11	365,316.58	347,723.31
Posting Activity Total		1,000,000.00	286,960.11	0.00	286,960.11	365,316.58	347,723.31
189 - 03 subtotal:		1,000,000.00	286,960.11	0.00	286,960.11	365,316.58	347,723.31
301 subtotal:		10,570,712.99	5,883,059.14	166,544.63	6,049,603.77	1,580,237.41	2,940,871.81

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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

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Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
310 Fire Department							
019 - 05	**Capital Improvement Fund**						OT60180
6018031026565	**FY19 Fire Station Building Improvements**						
47000 - Construction Services 547000		199,247.94	199,247.94	0.00	199,247.94	0.00	0.00
Posting Activity Total		199,247.94	199,247.94	0.00	199,247.94	0.00	0.00
6018031027365	**Turnout Gear**						
71010 - Operations Equipment-Mi 571010		690,000.00	689,108.70	0.00	689,108.70	0.00	891.30
Posting Activity Total		690,000.00	689,108.70	0.00	689,108.70	0.00	891.30
6018031027385	**Fire Station Lockers**						
43000 - General Repairs & Maint 543000		16,000.00	11,020.00	0.00	11,020.00	0.00	4,980.00
Posting Activity Total		16,000.00	11,020.00	0.00	11,020.00	0.00	4,980.00
6018031027895	**Fire Technology Improvements**						
70500 - Computer Equipment 570500		183,000.00	172,074.92	0.00	172,074.92	1,378.00	9,547.08
Posting Activity Total		183,000.00	172,074.92	0.00	172,074.92	1,378.00	9,547.08
6018031028355	**Fire Department Equipment**						
71010 - Operations Equipment-Mi 571010		322,000.00	280,975.94	0.00	280,975.94	0.00	41,024.06
Posting Activity Total		322,000.00	280,975.94	0.00	280,975.94	0.00	41,024.06
6018031028845	**Gear Washers**						
71010 - Operations Equipment-Mi 571010		63,000.00	53,465.35	0.00	53,465.35	0.00	9,534.65
Posting Activity Total		63,000.00	53,465.35	0.00	53,465.35	0.00	9,534.65
019 - 05 subtotal:		1,473,247.94	1,405,892.85	0.00	1,405,892.85	1,378.00	65,977.09
020 - 05	**Vehicle Replacement Fund**						OT60185
6018531028305	**FY24 Fire Dept. Vehicles**						
43009 - Apparatus & Vehicle 543009		52,916.00	30,000.00	0.00	30,000.00	0.00	22,916.00
74001 - Firetrucks 574001		957,084.00	967,804.00	0.00	967,804.00	0.00	-10,720.00
74009 - Vehicles-Misc 574009		60,000.00	58,217.64	0.00	58,217.64	0.00	1,782.36
Posting Activity Total		1,070,000.00	1,056,021.64	0.00	1,056,021.64	0.00	13,978.36
6018531028835	**Fire Department Vehicles**						
74009 - Vehicles-Misc 574009		200,000.00	199,957.84	0.00	199,957.84	0.00	42.16
Posting Activity Total		200,000.00	199,957.84	0.00	199,957.84	0.00	42.16
6018531029115	**FY26 Fire Command Car Replacement**						
74009 - Vehicles-Misc 574009		46,500.00	46,404.70	0.00	46,404.70	0.00	95.30
Posting Activity Total		46,500.00	46,404.70	0.00	46,404.70	0.00	95.30
020 - 05 subtotal:		1,316,500.00	1,302,384.18	0.00	1,302,384.18	0.00	14,115.82
098 - 03	**Municipal Grants-in-Aid (MGIA)**						SD60107
6010731023583	**FY14 Station #8 Bunker Hill Ave. Lot Paving**						

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ACTIVITY GROUP: CP							
310 Fire Department							
098 - 03	**Municipal Grants-in-Aid (MGIA)**						SD60107
47000 - Construction Services 547000		40,000.00	0.00	0.00	0.00	0.00	40,000.00
Posting Activity Total		40,000.00	0.00	0.00	0.00	0.00	40,000.00
098 - 03 subtotal:		40,000.00	0.00	0.00	0.00	0.00	40,000.00
156 - 05	**FY21 Fire Stations ($8M Bond) 1/25/2021**						OT60258
6025831027435	**Rehabilitation and Renovation**						
33000 - Professional Services 533000		0.00	185,731.61	0.00	185,731.61	52,517.39	-238,249.00
33006 - Architectural/Design 533006		343,125.00	363,374.03	0.00	363,374.03	38,443.47	-58,692.50
33021 - Financial-Misc 533021		24,403.67	24,403.67	0.00	24,403.67	0.00	0.00
33031 - Misc-Legal Exp 533031		36,226.20	57,942.60	0.00	57,942.60	0.00	-21,716.40
47000 - Construction Services 547000		7,596,245.13	5,239,483.15	1,800.00	5,241,283.15	401,991.45	1,952,970.53
75000 - Furn, Fix, Equip 575000		0.00	7,281.54	0.00	7,281.54	12,272.15	-19,553.69
Posting Activity Total		8,000,000.00	5,878,216.60	1,800.00	5,880,016.60	505,224.46	1,614,758.94
156 - 05 subtotal:		8,000,000.00	5,878,216.60	1,800.00	5,880,016.60	505,224.46	1,614,758.94
180 - 06	**FY22 Asst. to Firefighters Grant EMW-2022-FG-07303 July 20, 2023 - Jan. 19, 2026 ALN 97.044**						CO60262
6026231028436	**AFG Emergency Medical Service Personal Protective Equipment**						
75405 - Firefighting Equipment 575405		301,782.00	298,862.00	0.00	298,862.00	0.00	2,920.00
Posting Activity Total		301,782.00	298,862.00	0.00	298,862.00	0.00	2,920.00
180 - 06 subtotal:		301,782.00	298,862.00	0.00	298,862.00	0.00	2,920.00
194 - 05	**Bond Authorization ($2.3M) 8/12/2024**						OT60264
6026431028795	**Fire Engine 2 and Engine 11 Replacement**						
33021 - Financial-Misc 533021		100,000.00	0.00	0.00	0.00	0.00	100,000.00
74001 - Firetrucks 574001		2,200,000.00	2,161,268.41	0.00	2,161,268.41	0.00	38,731.59
Posting Activity Total		2,300,000.00	2,161,268.41	0.00	2,161,268.41	0.00	138,731.59
194 - 05 subtotal:		2,300,000.00	2,161,268.41	0.00	2,161,268.41	0.00	138,731.59
202 - 06	**FY24 Asst. to Firefighters Grant EMW-2024-FG-00181 Sept. 30, 2025 - Sept. 29, 2027**						CO60265
6026531029606	**AFG Fire Officer Training**						
11650 - Overtime		175,000.00	0.00	0.00	0.00	0.00	175,000.00
33018 - Contractual 533018		18,200.00	0.00	0.00	0.00	0.00	18,200.00
69017 - Fire Safety 569017		4,800.00	0.00	0.00	0.00	0.00	4,800.00
Posting Activity Total		198,000.00	0.00	0.00	0.00	0.00	198,000.00
202 - 06 subtotal:		198,000.00	0.00	0.00	0.00	0.00	198,000.00
206 - 05	**Bond Authorization ($2.1M) 4/06/2026**						OT60266
6026631029285	**Replacement of Fire Apparatus (Truck 3)**						
33021 - Financial-Misc 533021		25,000.00	0.00	0.00	0.00	0.00	25,000.00

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Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
310 Fire Department							
206 - 05	**Bond Authorization ($2.1M) 4/06/2026**						
							OT60266
74001 - Firetrucks 574001		2,075,000.00	0.00	0.00	0.00	2,036,718.00	38,282.00
Posting Activity Total		2,100,000.00	0.00	0.00	0.00	2,036,718.00	63,282.00
206 - 05 subtotal:		2,100,000.00	0.00	0.00	0.00	2,036,718.00	63,282.00
310 subtotal:		15,729,529.94	11,046,624.04	1,800.00	11,048,424.04	2,543,320.46	2,137,785.44

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Activity Detail - Capital projects

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ACTIVITY GROUP: CP							
407 Bureau of Parks							
019 - 05	**Capital Improvement Fund**						OT60180
6018040721725	**Miscellaneous Park Improvements**						
33006 - Architectural/Design 533006		0.00	87,714.64	0.00	87,714.64	0.00	-87,714.64
43004 - Buildings & Grounds Rep 543004		636,554.57	445,166.11	0.00	445,166.11	0.00	191,388.46
47010 - Acquisition Costs 547010		0.00	15,000.00	0.00	15,000.00	0.00	-15,000.00
Posting Activity Total		636,554.57	547,880.75	0.00	547,880.75	0.00	88,673.82
6018040723975	**Recreation Center Security Improvements**						
45013 - Security/Safety 545013		65,000.00	65,000.00	0.00	65,000.00	0.00	0.00
Posting Activity Total		65,000.00	65,000.00	0.00	65,000.00	0.00	0.00
6018040724015	**Fence Repairs and Replacement**						
43000 - General Repairs & Maint 543000		90,000.00	88,811.75	0.00	88,811.75	0.00	1,188.25
Posting Activity Total		90,000.00	88,811.75	0.00	88,811.75	0.00	1,188.25
6018040725525	**Park Restroom Improvements**						
47000 - Construction Services 547000		54,781.00	45,972.57	0.00	45,972.57	0.00	8,808.43
Posting Activity Total		54,781.00	45,972.57	0.00	45,972.57	0.00	8,808.43
6018040727325	**Park House & Park HVAC Improvements**						
75411 - HVAC 575411		50,000.00	27,998.50	0.00	27,998.50	0.00	22,001.50
Posting Activity Total		50,000.00	27,998.50	0.00	27,998.50	0.00	22,001.50
6018040728005	**Parks Equipment**						
71010 - Operations Equipment-Mi 571010		450,000.00	247,078.50	0.00	247,078.50	60,907.46	142,014.04
Posting Activity Total		450,000.00	247,078.50	0.00	247,078.50	60,907.46	142,014.04
6018040728235	**Recreation Center Building Improvements**						
43000 - General Repairs & Maint 543000		275,000.00	251,551.02	0.00	251,551.02	5,891.53	17,557.45
Posting Activity Total		275,000.00	251,551.02	0.00	251,551.02	5,891.53	17,557.45
6018040728785	**Schofield Park Restrooms**						
47000 - Construction Services 547000		150,000.00	107,879.60	0.00	107,879.60	24,098.93	18,021.47
Posting Activity Total		150,000.00	107,879.60	0.00	107,879.60	24,098.93	18,021.47
6018040729165	**East Mountain Golf Course Equipment**						
71010 - Operations Equipment-Mi 571010		125,000.00	0.00	0.00	0.00	124,866.66	133.34
Posting Activity Total		125,000.00	0.00	0.00	0.00	124,866.66	133.34
6018040729175	**Western Hills Golf Course Equipment**						
71010 - Operations Equipment-Mi 571010		125,000.00	0.00	0.00	0.00	124,866.66	133.34
Posting Activity Total		125,000.00	0.00	0.00	0.00	124,866.66	133.34
019 - 05 subtotal:		2,021,335.57	1,382,172.69	0.00	1,382,172.69	340,631.24	298,531.64
021 - 03	**LoCIP Entitlement**						SD60106

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Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
407 Parks Department							
021 - 03	**LoCIP Entitlement**						SD60106
6010640726853	**Bucks Hill Park Basketball Courts 20-040**						
47000 - Construction Services 547000		200,000.00	0.00	0.00	0.00	200,000.00	0.00
Posting Activity Total		200,000.00	0.00	0.00	0.00	200,000.00	0.00
6010640727283	**Waterville Park Improvements Basketball/Tennis Courts 20-080**						
47000 - Construction Services 547000		250,000.00	0.00	0.00	0.00	0.00	250,000.00
Posting Activity Total		250,000.00	0.00	0.00	0.00	0.00	250,000.00
6010640727863	**WHGC Repair Shop Building Improvement 22-010, 23-080**						
47000 - Construction Services 547000		312,600.00	0.00	165,786.45	165,786.45	146,813.55	0.00
Posting Activity Total		312,600.00	0.00	165,786.45	165,786.45	146,813.55	0.00
6010640728803	**North End Recreation Center Roof Replacement 23-070**						
47000 - Construction Services 547000		450,000.00	353,032.34	0.00	353,032.34	7,042.00	89,925.66
Posting Activity Total		450,000.00	353,032.34	0.00	353,032.34	7,042.00	89,925.66
021 - 03 subtotal:		1,212,600.00	353,032.34	165,786.45	518,818.79	353,855.55	339,925.66
171 - 03	**Distressed Municipalities Capital Grant**						SD60108
6010840727983	**Bucks Hill Park Improvements**						
47000 - Construction Services 547000		200,000.00	0.00	0.00	0.00	116,880.00	83,120.00
Posting Activity Total		200,000.00	0.00	0.00	0.00	116,880.00	83,120.00
6010840727993	**Park Improvements**						
47000 - Construction Services 547000		597,000.00	203,000.00	0.00	203,000.00	0.00	394,000.00
Posting Activity Total		597,000.00	203,000.00	0.00	203,000.00	0.00	394,000.00
171 - 03 subtotal:		797,000.00	203,000.00	0.00	203,000.00	116,880.00	477,120.00
185 - 01	**HUD-EDI ALN 14.251 Ends Aug. 31, 2031**						FD61024
6102440728491	**Demo/Replace Fulton Park Pool & Renovation of Pool House**						
47000 - Construction Services 547000		1,585,400.00	3,991,933.90	0.00	3,991,933.90	0.00	-2,406,533.90
47006 - Demolition 547006		60,000.00	0.00	0.00	0.00	0.00	60,000.00
47012 - Site Work 547012		884,100.00	0.00	0.00	0.00	0.00	884,100.00
71010 - Operations Equipment-Mi 571010		400,000.00	0.00	0.00	0.00	0.00	400,000.00
89000 - Miscellaneous Expenditu 589000		120,093.00	0.00	0.00	0.00	0.00	120,093.00
89049 - Direct Costs 589049		597,847.00	0.00	0.00	0.00	0.00	597,847.00
99001 - Contingent Appropriatio 599001		352,560.00	0.00	0.00	0.00	0.00	352,560.00
Posting Activity Total		4,000,000.00	3,991,933.90	0.00	3,991,933.90	0.00	8,066.10
185 - 01 subtotal:		4,000,000.00	3,991,933.90	0.00	3,991,933.90	0.00	8,066.10
188 - 03	**DEEP Connecticut Recreational Trails Grant 1/10/24-1/09/27**						SD61026
6102640728633	**Naugatuck River Greenway Trail Mad River Spur Design**						

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ACTIVITY GROUP: CP							
407 Bureau of Parks							
188 - 03	**DEEP Connecticut Recreational Trails Grant 1/10/24-1/09/27**						SD61026
33006 - Architectural/Design 533006		390,000.00	0.00	0.00	0.00	0.00	390,000.00
Posting Activity Total		390,000.00	0.00	0.00	0.00	0.00	390,000.00
188 - 03 subtotal:		390,000.00	0.00	0.00	0.00	0.00	390,000.00
191 - 03	**LoCIP Grant**						SD60109
6010940728733	**Tree Trimming & Removal**						
45014 - Buildings and Grounds S 545014		400,000.00	179,048.00	12,800.00	191,848.00	58,000.00	150,152.00
Posting Activity Total		400,000.00	179,048.00	12,800.00	191,848.00	58,000.00	150,152.00
6010940729013	**Washington Park House Roof**						
47000 - Construction Services 547000		159,081.02	156,054.90	0.00	156,054.90	3,026.12	0.00
Posting Activity Total		159,081.02	156,054.90	0.00	156,054.90	3,026.12	0.00
6010940729023	**EMGC Irrigation System Upgrades & Repairs**						
47000 - Construction Services 547000		150,000.00	0.00	0.00	0.00	0.00	150,000.00
Posting Activity Total		150,000.00	0.00	0.00	0.00	0.00	150,000.00
6010940729033	**WHGC Irrigation System Upgrades & Repairs**						
47000 - Construction Services 547000		150,000.00	0.00	0.00	0.00	0.00	150,000.00
Posting Activity Total		150,000.00	0.00	0.00	0.00	0.00	150,000.00
191 - 03 subtotal:		859,081.02	335,102.90	12,800.00	347,902.90	61,026.12	450,152.00
195 - 03	**Dept. of Economic & Community Development Urban Act Grant**						SD61045
6104540728823	**Martin Luther King Jr. Park Improvements**						
47000 - Construction Services 547000		500,000.00	500,000.00	0.00	500,000.00	0.00	0.00
Posting Activity Total		500,000.00	500,000.00	0.00	500,000.00	0.00	0.00
195 - 03 subtotal:		500,000.00	500,000.00	0.00	500,000.00	0.00	0.00
407 subtotal:		9,780,016.59	6,765,241.83	178,586.45	6,943,828.28	872,392.91	1,963,795.40

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Activity Detail - Capital projects

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ACTIVITY GROUP: CP							
410 Public Works							
001 - 05	**Infrastructure Improvements**						OT60010
6001041010005	**Brass Mills**						
1 - General Appropriation 500000		0.00	0.00	0.00	0.00	0.00	0.00
11600 - Temporary Employees		0.00	71,959.47	0.00	71,959.47	0.00	-71,959.47
33022 - Professional-Misc 533022		158,319.15	158,319.15	0.00	158,319.15	0.00	0.00
47009 - Infrastructure-Misc 547009		7,881,574.96	7,831,574.96	0.00	7,831,574.96	0.00	50,000.00
59107 - Environmental 559107		1,866,632.93	1,783,109.98	0.00	1,783,109.98	0.00	83,522.95
Posting Activity Total		9,906,527.04	9,844,963.56	0.00	9,844,963.56	0.00	61,563.48
001 - 05 subtotal:		9,906,527.04	9,844,963.56	0.00	9,844,963.56	0.00	61,563.48
019 - 05	**Capital Improvement Fund**						OT60180
6018041021385	**NEDA Improvements**						
43004 - Buildings & Grounds Rep 543004		0.00	17,125.43	0.00	17,125.43	0.00	-17,125.43
74007 - Trash Collection Equipm 574007		24,249.79	7,124.36	0.00	7,124.36	0.00	17,125.43
Posting Activity Total		24,249.79	24,249.79	0.00	24,249.79	0.00	0.00
6018041024585	**Public Building Improvements**						
47000 - Construction Services 547000		1,400,000.00	351,033.33	0.00	351,033.33	65,410.93	983,555.74
Posting Activity Total		1,400,000.00	351,033.33	0.00	351,033.33	65,410.93	983,555.74
6018041024945	**DPW Miscellaneous Improvements**						
43000 - General Repairs & Maint 543000		1,144,719.04	828,614.99	0.00	828,614.99	59,123.75	256,980.30
Posting Activity Total		1,144,719.04	828,614.99	0.00	828,614.99	59,123.75	256,980.30
6018041025385	**DPW Capital Improvements**						
47000 - Construction Services 547000		375,000.00	257,358.62	0.00	257,358.62	0.00	117,641.38
Posting Activity Total		375,000.00	257,358.62	0.00	257,358.62	0.00	117,641.38
6018041026435	**DPW Systems Study Chase Building**						
33022 - Professional-Misc 533022		100,000.00	16,072.80	0.00	16,072.80	0.00	83,927.20
Posting Activity Total		100,000.00	16,072.80	0.00	16,072.80	0.00	83,927.20
6018041026525	**DPW Sidewalk Refuse and Recycling Containers**						
71010 - Operations Equipment-Mi 571010		122,525.00	0.00	0.00	0.00	0.00	122,525.00
Posting Activity Total		122,525.00	0.00	0.00	0.00	0.00	122,525.00
6018041027215	**DPW Engineering Information Technology Improvements**						
70500 - Computer Equipment 570500		105,000.00	89,024.48	0.00	89,024.48	6,959.00	9,016.52
Posting Activity Total		105,000.00	89,024.48	0.00	89,024.48	6,959.00	9,016.52
6018041027495	**DPW Design and Engineering of Capital Projects**						
33016 - Engineering 533016		1,652,520.00	996,755.61	0.00	996,755.61	535,592.37	120,172.02
Posting Activity Total		1,652,520.00	996,755.61	0.00	996,755.61	535,592.37	120,172.02

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ACTIVITY GROUP: CP							
410 Department of Public Works							
019 - 05	**Capital Improvement Fund**						OT60180
6018041028345	**DPW Sidewalk Repairs**						
47003 - Sidewalk Improvement 547003		2,870,000.00	157,716.88	0.00	157,716.88	187,801.46	2,524,481.66
Posting Activity Total		2,870,000.00	157,716.88	0.00	157,716.88	187,801.46	2,524,481.66
6018041028525	**DPW Mark Lane Facility Scale**						
71010 - Operations Equipment-Mi 571010		200,000.00	188,015.80	0.00	188,015.80	210.00	11,774.20
Posting Activity Total		200,000.00	188,015.80	0.00	188,015.80	210.00	11,774.20
6018041028965	**DPW Public Works Equipment**						
71010 - Operations Equipment-Mi 571010		100,000.00	80,624.67	0.00	80,624.67	0.00	19,375.33
Posting Activity Total		100,000.00	80,624.67	0.00	80,624.67	0.00	19,375.33
019 - 05 subtotal:		8,094,013.83	2,989,466.97	0.00	2,989,466.97	855,097.51	4,249,449.35
020 - 05	**Vehicle Replacement Fund**						OT60185
6018541027005	**FY20 DPW - Streets (198WBY-275WBY-Conveyer)**						
74003 - Mobile Equipment 574003		12,000.00	25,301.00	0.00	25,301.00	0.00	-13,301.00
74004 - Passenger Vehicles 574004		35,000.00	26,754.00	0.00	26,754.00	0.00	8,246.00
74009 - Vehicles-Misc 574009		250,000.00	240,559.00	0.00	240,559.00	0.00	9,441.00
Posting Activity Total		297,000.00	292,614.00	0.00	292,614.00	0.00	4,386.00
6018541027595	**FY20-22 Parks Vehicles (177/187/199/176/182/173WBY)**						
74002 - Light Trucks 574002		150,000.00	150,000.00	0.00	150,000.00	0.00	0.00
74009 - Vehicles-Misc 574009		180,000.00	0.00	0.00	0.00	0.00	180,000.00
Posting Activity Total		330,000.00	150,000.00	0.00	150,000.00	0.00	180,000.00
6018541027605	**FY22 DPW - Streets Roadside Mower/Brush Cutter (253WBY)**						
74003 - Mobile Equipment 574003		165,000.00	165,000.00	0.00	165,000.00	0.00	0.00
Posting Activity Total		165,000.00	165,000.00	0.00	165,000.00	0.00	0.00
6018541027945	**DPW Vehicles**						
74009 - Vehicles-Misc 574009		525,000.00	213,606.88	0.00	213,606.88	200,395.70	110,997.42
Posting Activity Total		525,000.00	213,606.88	0.00	213,606.88	200,395.70	110,997.42
6018541028055	**FY23 DPW-Streets Light Duty (260WBY & 277WBY) Heavy Duty (264WBY)**						
74000 - Dump Trucks 574000		420,000.00	388,557.74	0.00	388,557.74	31,442.26	0.00
Posting Activity Total		420,000.00	388,557.74	0.00	388,557.74	31,442.26	0.00
6018541028065	**FY23 DPW-Refuse Crane Carrier (206WBY) Trucks (221WBY & 226WBY)**						
74007 - Trash Collection Equipm 574007		690,000.00	206,866.00	0.00	206,866.00	197,210.00	285,924.00
Posting Activity Total		690,000.00	206,866.00	0.00	206,866.00	197,210.00	285,924.00
6018541028075	**FY23 DPW-Engineer Bucket (92WBY) Heavy PU (94WBY) Lt. PU (132WBY)**						
74009 - Vehicles-Misc 574009		260,000.00	260,000.00	0.00	260,000.00	0.00	0.00

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ACTIVITY GROUP: CP							
410 Department of Public Works							
020 - 05	**Vehicle Replacement Fund**						OT60185
Posting Activity Total		260,000.00	260,000.00	0.00	260,000.00	0.00	0.00
6018541028395	**FY24 DPW-Streets Vehicles**						
74000 - Dump Trucks 574000		300,000.00	163,110.74	0.00	163,110.74	129,854.00	7,035.26
74009 - Vehicles-Misc 574009		310,000.00	126,339.84	0.00	126,339.84	0.00	183,660.16
Posting Activity Total		610,000.00	289,450.58	0.00	289,450.58	129,854.00	190,695.42
6018541028405	**FY24 DPW-Refuse Vehicles**						
74007 - Trash Collection Equipm 574007		475,000.00	0.00	0.00	0.00	0.00	475,000.00
Posting Activity Total		475,000.00	0.00	0.00	0.00	0.00	475,000.00
6018541028705	**FY25 DPW Public Buildings/Leisure Vehicles**						
74009 - Vehicles-Misc 574009		80,000.00	61,501.36	0.00	61,501.36	0.00	18,498.64
Posting Activity Total		80,000.00	61,501.36	0.00	61,501.36	0.00	18,498.64
6018541028915	**FY25 DPW Utility Admin.-Replace SUV (290WBY)**						
74009 - Vehicles-Misc 574009		40,000.00	33,573.50	0.00	33,573.50	0.00	6,426.50
Posting Activity Total		40,000.00	33,573.50	0.00	33,573.50	0.00	6,426.50
6018541028925	**FY25 DPW-Streets Vehicles**						
74000 - Dump Trucks 574000		375,000.00	164,935.74	0.00	164,935.74	129,854.00	80,210.26
74009 - Vehicles-Misc 574009		500,000.00	0.00	0.00	0.00	0.00	500,000.00
Posting Activity Total		875,000.00	164,935.74	0.00	164,935.74	129,854.00	580,210.26
6018541028935	**FY25 DPW-Refuse Vehicles**						
74007 - Trash Collection Equipm 574007		750,000.00	206,866.00	0.00	206,866.00	197,210.00	345,924.00
Posting Activity Total		750,000.00	206,866.00	0.00	206,866.00	197,210.00	345,924.00
6018541028945	**FY25 DPW-Inspections Midsize Pickup with Cap (169WBY)**						
74009 - Vehicles-Misc 574009		55,000.00	0.00	0.00	0.00	0.00	55,000.00
Posting Activity Total		55,000.00	0.00	0.00	0.00	0.00	55,000.00
6018541028955	**FY25 DPW-Library Replacement of Utility Van (129WBY)**						
74009 - Vehicles-Misc 574009		45,000.00	0.00	0.00	0.00	0.00	45,000.00
Posting Activity Total		45,000.00	0.00	0.00	0.00	0.00	45,000.00
6018541029145	**FY26 DPW-Parks Vehicles**						
74000 - Dump Trucks 574000		120,000.00	0.00	0.00	0.00	118,405.20	1,594.80
74003 - Mobile Equipment 574003		100,000.00	100,000.00	0.00	100,000.00	0.00	0.00
74009 - Vehicles-Misc 574009		40,000.00	33,210.00	0.00	33,210.00	0.00	6,790.00
Posting Activity Total		260,000.00	133,210.00	0.00	133,210.00	118,405.20	8,384.80
6018541029155	**FY26 DPW-Golf Vehicles Lt. Duty Dump Truck (202WBY)**						
74000 - Dump Trucks 574000		90,000.00	0.00	0.00	0.00	72,544.00	17,456.00

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ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-BOND2, WPC-BOND, WPC-BOND1, WPC-BOND2, WPC-CIF, WATER-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

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Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
410 Department of Public Works							
020 - 05	**Vehicle Replacement Fund**						
Posting Activity Total		90,000.00	0.00	0.00	0.00	72,544.00	OT60185 17,456.00
6018541029185	**FY26 DPW-Streets Vehicles**						
74003 - Mobile Equipment 574003		100,000.00	0.00	0.00	0.00	0.00	100,000.00
74009 - Vehicles-Misc 574009		95,000.00	0.00	0.00	0.00	95,136.54	-136.54
Posting Activity Total		195,000.00	0.00	0.00	0.00	95,136.54	99,863.46
6018541029195	**FY26 DPW-Refuse Vehicles (208WBY/220WBY/300WBY)**						
74007 - Trash Collection Equipm 574007		950,000.00	206,866.00	0.00	206,866.00	197,210.00	545,924.00
Posting Activity Total		950,000.00	206,866.00	0.00	206,866.00	197,210.00	545,924.00
6018541029205	**FY26 DPW-Health Replacement of Passenger Van (166WBY)**						
74009 - Vehicles-Misc 574009		60,000.00	0.00	0.00	0.00	0.00	60,000.00
Posting Activity Total		60,000.00	0.00	0.00	0.00	0.00	60,000.00
6018541029325	**FY27 DPW-Director Replacement of SUV (101WBY)**						
74009 - Vehicles-Misc 574009		48,000.00	0.00	0.00	0.00	0.00	48,000.00
Posting Activity Total		48,000.00	0.00	0.00	0.00	0.00	48,000.00
6018541029335	**FY27 DPW-Parks Lt Duty Dump Truck w/ Plow & Sander (175WBY)**						
74000 - Dump Trucks 574000		120,000.00	0.00	0.00	0.00	0.00	120,000.00
Posting Activity Total		120,000.00	0.00	0.00	0.00	0.00	120,000.00
6018541029345	**FY27 DPW-Streets Vehicles (251WBY/266WBY)**						
74003 - Mobile Equipment 574003		180,000.00	0.00	0.00	0.00	0.00	180,000.00
74009 - Vehicles-Misc 574009		95,000.00	0.00	0.00	0.00	0.00	95,000.00
Posting Activity Total		275,000.00	0.00	0.00	0.00	0.00	275,000.00
6018541029355	**FY27 DPW-Refuse Vehicles (219WBY/237WBY/211WBY)**						
74007 - Trash Collection Equipm 574007		1,175,000.00	0.00	0.00	0.00	808,152.00	366,848.00
Posting Activity Total		1,175,000.00	0.00	0.00	0.00	808,152.00	366,848.00
6018541029365	**FY27 DPW-Engineering Lt Duty PU Truck w/ Storage Sys (93WBY)**						
74002 - Light Trucks 574002		60,000.00	0.00	0.00	0.00	0.00	60,000.00
Posting Activity Total		60,000.00	0.00	0.00	0.00	0.00	60,000.00
020 - 05 subtotal:		8,850,000.00	2,773,047.80	0.00	2,773,047.80	2,177,413.70	3,899,538.50
021 - 03	**LoCIP Entitlement**						SD60106
6010641026303	**Municipal Parking Lot Paving 23-060**						
47000 - Construction Services 547000		475,000.00	475,000.00	0.00	475,000.00	0.00	0.00
Posting Activity Total		475,000.00	475,000.00	0.00	475,000.00	0.00	0.00
6010641026313	**FY19 Ramp Garage Repairs 19-120**						
47000 - Construction Services 547000		300,000.00	72,720.49	0.00	72,720.49	5,184.87	222,094.64

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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

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Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
410 Department of Public Works							
021 - 03	**LoCIP Entitlement**						SD60106
Posting Activity Total		300,000.00	72,720.49	0.00	72,720.49	5,184.87	222,094.64
6010641026343	**Flooring Jefferson Square 19-170, 19-240**						
47000 - Construction Services 547000		58,000.00	37,302.77	0.00	37,302.77	0.00	20,697.23
Posting Activity Total		58,000.00	37,302.77	0.00	37,302.77	0.00	20,697.23
6010641029293	**Sidewalk Improvements 23-090 (FY26)**						
47003 - Sidewalk Improvement 547003		583,456.26	0.00	0.00	0.00	583,456.26	0.00
Posting Activity Total		583,456.26	0.00	0.00	0.00	583,456.26	0.00
6010641099993	**LoCIP Unallocated Entitlement**						
1 - General Appropriation 500000		0.00	0.00	0.00	0.00	0.00	0.00
Posting Activity Total		0.00	0.00	0.00	0.00	0.00	0.00
021 - 03 subtotal:		1,416,456.26	585,023.26	0.00	585,023.26	588,641.13	242,791.87
023 - 03	**Town Aid Road (TAR)**						SD60085
6008541020163	**Street Lining & Crosswalk**						
47002 - Street Construction 547002		828,000.00	727,999.91	0.00	727,999.91	98,942.00	1,058.09
Posting Activity Total		828,000.00	727,999.91	0.00	727,999.91	98,942.00	1,058.09
6008541021073	**Guide Railing Replacement**						
47001 - Structural Services 547001		320,000.00	318,838.76	0.00	318,838.76	0.00	1,161.24
Posting Activity Total		320,000.00	318,838.76	0.00	318,838.76	0.00	1,161.24
6008541021783	**Crack Sealing Various Roads**						
47002 - Street Construction 547002		100,000.00	100,000.00	0.00	100,000.00	0.00	0.00
Posting Activity Total		100,000.00	100,000.00	0.00	100,000.00	0.00	0.00
6008541022143	**FY10 Broom Bear Sweeper**						
74003 - Mobile Equipment 574003		170,000.00	0.00	0.00	0.00	0.00	170,000.00
Posting Activity Total		170,000.00	0.00	0.00	0.00	0.00	170,000.00
6008541022423	**FHWA Traffic & Street Signage**						
47002 - Street Construction 547002		225,000.00	224,959.61	0.00	224,959.61	0.00	40.39
Posting Activity Total		225,000.00	224,959.61	0.00	224,959.61	0.00	40.39
6008541023363	**FY14 Safe Routes to School**						
45013 - Security/Safety 545013		40,000.00	24,360.37	0.00	24,360.37	0.00	15,639.63
Posting Activity Total		40,000.00	24,360.37	0.00	24,360.37	0.00	15,639.63
6008541023373	**Snow Removal Sand & Salt**						
69001 - Salt & Sand 569001		7,170,000.00	6,228,700.11	0.00	6,228,700.11	149,291.05	792,008.84
Posting Activity Total		7,170,000.00	6,228,700.11	0.00	6,228,700.11	149,291.05	792,008.84
6008541023383	**Miscellaneous Drainage**						

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Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
410 Public Works							
023 - 03	**Town Aid Road (TAR)**						SD60085
47002 - Street Construction 547002		690,000.00	679,914.95	0.00	679,914.95	10,085.05	0.00
Posting Activity Total		690,000.00	679,914.95	0.00	679,914.95	10,085.05	0.00
6008541024963	**Snow Plowing Contractors**						
45005 - Snow Plowing 545005		5,475,000.00	4,211,940.94	0.00	4,211,940.94	0.00	1,263,059.06
Posting Activity Total		5,475,000.00	4,211,940.94	0.00	4,211,940.94	0.00	1,263,059.06
6008541027793	**Tree Trimming & Removal**						
45013 - Security/Safety 545013		148,585.70	52,480.00	0.00	52,480.00	0.00	96,105.70
Posting Activity Total		148,585.70	52,480.00	0.00	52,480.00	0.00	96,105.70
6008541099993	**Town Aid Road-Unallocated**						
1 - General Appropriation 500000		392,705.75	0.00	0.00	0.00	0.00	392,705.75
47002 - Street Construction 547002		0.00	0.00	0.00	0.00	0.00	0.00
Posting Activity Total		392,705.75	0.00	0.00	0.00	0.00	392,705.75
023 - 03 subtotal:		15,559,291.45	12,569,194.65	0.00	12,569,194.65	258,318.10	2,731,778.70
082 - 05	**Great Brook Bridge Culvert ($3.1M Bond) 11/25/13**						OT60028
6002841022785	**Brown Street over Great Brook Bridge Culvert**						
47002 - Street Construction 547002		2,150,000.00	262,646.27	0.00	262,646.27	388,425.24	1,498,928.49
Posting Activity Total		2,150,000.00	262,646.27	0.00	262,646.27	388,425.24	1,498,928.49
6002841023785	**Cherry Street over Great Brook Bridge Culvert**						
47002 - Street Construction 547002		881,084.00	323,534.09	0.00	323,534.09	0.00	557,549.91
Posting Activity Total		881,084.00	323,534.09	0.00	323,534.09	0.00	557,549.91
6002841028615	**Legal Fees**						
33031 - Misc-Legal Exp 533031		20,000.00	16,174.00	0.00	16,174.00	0.00	3,826.00
Posting Activity Total		20,000.00	16,174.00	0.00	16,174.00	0.00	3,826.00
6002841099005	**Debt Issuance Costs**						
33021 - Financial-Misc 533021		48,916.00	0.00	0.00	0.00	0.00	48,916.00
Posting Activity Total		48,916.00	0.00	0.00	0.00	0.00	48,916.00
082 - 05 subtotal:		3,100,000.00	602,354.36	0.00	602,354.36	388,425.24	2,109,220.40
085 - 06	**Naugatuck River Greenway Project 151-321**						CO60005
6000541022836	**Naugatuck River Greenway-Phase 1 - Federal 80%**						
33006 - Architectural/Design 533006		860,568.00	860,363.58	0.00	860,363.58	0.00	204.42
89050 - Administrative Costs 589050		175,000.00	167,092.80	0.00	167,092.80	0.00	7,907.20
Posting Activity Total		1,035,568.00	1,027,456.38	0.00	1,027,456.38	0.00	8,111.62
6000541023486	**Naugatuck River Greenway-Phase II**						
33022 - Professional-Misc 533022		260,000.00	243,229.52	0.00	243,229.52	0.00	16,770.48

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Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
410 Department of Public Works							
085 - 06	**Naugatuck River Greenway Project 151-321**						CO60005
Posting Activity Total		260,000.00	243,229.52	0.00	243,229.52	0.00	16,770.48
6000541023746	**Naugatuck River Greenway Phase I Extension-TIGER**						
33006 - Architectural/Design 533006		1,080,000.00	1,075,875.34	0.00	1,075,875.34	0.00	4,124.66
Posting Activity Total		1,080,000.00	1,075,875.34	0.00	1,075,875.34	0.00	4,124.66
085 - 06 subtotal:		2,375,568.00	2,346,561.24	0.00	2,346,561.24	0.00	29,006.76
098 - 03	**Municipal Grants-in-Aid (MGIA)**						SD60107
6010741023553	**Miscellaneous Drainage Projects**						
47002 - Street Construction 547002		2,975,000.00	1,012,459.40	0.00	1,012,459.40	193,344.79	1,769,195.81
Posting Activity Total		2,975,000.00	1,012,459.40	0.00	1,012,459.40	193,344.79	1,769,195.81
6010741023883	**Sidewalk Improvements**						
47003 - Sidewalk Improvement 547003		4,025,000.00	3,919,453.89	0.00	3,919,453.89	8,440.00	97,106.11
Posting Activity Total		4,025,000.00	3,919,453.89	0.00	3,919,453.89	8,440.00	97,106.11
6010741024703	**Line Striping, Crosswalks & Loop Dectectors**						
47002 - Street Construction 547002		550,000.00	539,583.76	0.00	539,583.76	6,458.23	3,958.01
Posting Activity Total		550,000.00	539,583.76	0.00	539,583.76	6,458.23	3,958.01
6010741024713	**Traffic Signal Repair & Replacement**						
75412 - Traffic Signal Equip 575412		1,420,000.00	1,038,937.97	0.00	1,038,937.97	0.00	381,062.03
Posting Activity Total		1,420,000.00	1,038,937.97	0.00	1,038,937.97	0.00	381,062.03
6010741024723	**Crack Sealing Various Roads**						
47002 - Street Construction 547002		350,000.00	307,791.50	0.00	307,791.50	42,208.31	0.19
Posting Activity Total		350,000.00	307,791.50	0.00	307,791.50	42,208.31	0.19
6010741024733	**Improved FHWA Traffic & Street Signage**						
75412 - Traffic Signal Equip 575412		295,000.00	213,362.93	7,840.00	221,202.93	57,311.15	16,485.92
Posting Activity Total		295,000.00	213,362.93	7,840.00	221,202.93	57,311.15	16,485.92
6010741025013	**Guide Railing Replacement**						
47001 - Structural Services 547001		540,000.00	358,721.59	0.00	358,721.59	28,394.00	152,884.41
Posting Activity Total		540,000.00	358,721.59	0.00	358,721.59	28,394.00	152,884.41
6010741025033	**Safe Routes to Schools Warning Signs**						
75412 - Traffic Signal Equip 575412		60,000.00	0.00	0.00	0.00	0.00	60,000.00
Posting Activity Total		60,000.00	0.00	0.00	0.00	0.00	60,000.00
6010741025143	**FY17 Streets Vehicles (168WBY & 271WBY)**						
74009 - Vehicles-Misc 574009		265,000.00	217,667.74	0.00	217,667.74	47,332.26	0.00
Posting Activity Total		265,000.00	217,667.74	0.00	217,667.74	47,332.26	0.00
6010741025833	**FY18 Update Leachate Collection System**						

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Activity Detail - Capital projects

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ACTIVITY GROUP: CP							
410 Department of Public Works							
098 - 03	**Municipal Grants-in-Aid (MGIA)**						SD60107
47000 - Construction Services 547000		75,000.00	0.00	0.00	0.00	0.00	75,000.00
Posting Activity Total		75,000.00	0.00	0.00	0.00	0.00	75,000.00
6010741026593	**Streets-2 Snow Plow Push Boxes**						
74009 - Vehicles-Misc 574009		10,000.00	0.00	0.00	0.00	0.00	10,000.00
Posting Activity Total		10,000.00	0.00	0.00	0.00	0.00	10,000.00
6010741026603	**Streets-Replace Street Sweeper (259WBY)**						
74009 - Vehicles-Misc 574009		100,000.00	0.00	0.00	0.00	0.00	100,000.00
Posting Activity Total		100,000.00	0.00	0.00	0.00	0.00	100,000.00
6010741027193	**FY20 Safety Improvements to Road Icing Conditions**						
47002 - Street Construction 547002		100,000.00	100,000.00	0.00	100,000.00	0.00	0.00
Posting Activity Total		100,000.00	100,000.00	0.00	100,000.00	0.00	0.00
6010741027843	**FY22 Traffic Signal Systems Upgrade**						
75412 - Traffic Signal Equip 575412		618,020.00	22,212.74	0.00	22,212.74	272,182.15	323,625.11
Posting Activity Total		618,020.00	22,212.74	0.00	22,212.74	272,182.15	323,625.11
6010741027853	**CMAQ Traffic Signal Systems Upgrade Municipal 20%**						
47000 - Construction Services 547000		350,000.00	350,000.00	0.00	350,000.00	0.00	0.00
Posting Activity Total		350,000.00	350,000.00	0.00	350,000.00	0.00	0.00
6010741028283	**Roadway Improvements**						
47002 - Street Construction 547002		3,375,000.00	773,539.59	0.00	773,539.59	104,588.50	2,496,871.91
Posting Activity Total		3,375,000.00	773,539.59	0.00	773,539.59	104,588.50	2,496,871.91
6010741028653	**FY24 Milling & Paving of Roads & Parking Lots**						
47002 - Street Construction 547002		4,000,000.00	4,000,000.00	0.00	4,000,000.00	0.00	0.00
Posting Activity Total		4,000,000.00	4,000,000.00	0.00	4,000,000.00	0.00	0.00
6010741028673	**FY24 Dam Improvements**						
47000 - Construction Services 547000		50,000.00	0.00	0.00	0.00	0.00	50,000.00
Posting Activity Total		50,000.00	0.00	0.00	0.00	0.00	50,000.00
6010741029003	**FY25 Milling & Paving of Roads & Parking Lots**						
47002 - Street Construction 547002		4,100,000.00	4,044,420.01	0.00	4,044,420.01	55,579.99	0.00
Posting Activity Total		4,100,000.00	4,044,420.01	0.00	4,044,420.01	55,579.99	0.00
6010741029213	**Traffic Signal East Main/Brass Mill 151-338 Municipal 10%**						
33016 - Engineering 533016		40,000.00	0.00	0.00	0.00	26,495.72	13,504.28
75412 - Traffic Signal Equip 575412		166,980.00	17,360.67	0.00	17,360.67	149,619.33	0.00
Posting Activity Total		206,980.00	17,360.67	0.00	17,360.67	176,115.05	13,504.28
6010741029223	**FY26 Bridge Rehabilitation**						

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BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-BOND2, WPC-BOND, WPC-BOND1, WPC-BOND2, WPC-CIF, WATER-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

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Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
410 Department of Public Works							
098 - 03	**Municipal Grants-in-Aid (MGIA)**						SD60107
47000 - Construction Services 547000		850,000.00	0.00	0.00	0.00	0.00	850,000.00
Posting Activity Total		850,000.00	0.00	0.00	0.00	0.00	850,000.00
6010741029243	**FY26 Milling & Paving of Roads & Parking Lots**						
47002 - Street Construction 547002		5,500,000.00	0.00	0.00	0.00	5,500,000.00	0.00
Posting Activity Total		5,500,000.00	0.00	0.00	0.00	5,500,000.00	0.00
6010741099993	**Municipal Grants-in-Aid (MGIA) Unallocated**						
1 - General Appropriation 500000		271,592.90	0.00	0.00	0.00	0.00	271,592.90
Posting Activity Total		271,592.90	0.00	0.00	0.00	0.00	271,592.90
098 - 03 subtotal:		30,086,592.90	16,915,511.79	7,840.00	16,923,351.79	6,491,954.43	6,671,286.68
102 - 05	**Road & Sidewalk Improvements ($2M Bond) 1/28/14**						OT60018
6001841023855	**Road Improvements**						
47002 - Street Construction 547002		989,147.31	989,147.31	0.00	989,147.31	0.00	0.00
Posting Activity Total		989,147.31	989,147.31	0.00	989,147.31	0.00	0.00
6001841023865	**Sidewalk Improvements**						
47003 - Sidewalk Improvement 547003		994,133.33	940,481.14	0.00	940,481.14	16,365.24	37,286.95
Posting Activity Total		994,133.33	940,481.14	0.00	940,481.14	16,365.24	37,286.95
6001841099005	**Debt Issuance Costs**						
33021 - Financial-Misc 533021		16,719.36	16,719.36	0.00	16,719.36	0.00	0.00
Posting Activity Total		16,719.36	16,719.36	0.00	16,719.36	0.00	0.00
102 - 05 subtotal:		2,000,000.00	1,946,347.81	0.00	1,946,347.81	16,365.24	37,286.95
127 - 06	**Greenway Phase I ($9.5M Bond) 9/11/17 CT-DOT Project 151-321**						CO60036
6003641025666	**Greenway Phase I - Federal 100%**						
33045 - State of CT - DOT		527,000.00	0.00	0.00	0.00	0.00	527,000.00
47000 - Construction Services 547000		934,441.60	934,441.60	0.00	934,441.60	0.00	0.00
Posting Activity Total		1,461,441.60	934,441.60	0.00	934,441.60	0.00	527,000.00
6003641027726	**Greenway Phase I - Federal 80%**						
33039 - Engineering - Final Design		40,000.00	0.00	0.00	0.00	0.00	40,000.00
33042 - Construction Inspection		1,233,696.73	1,080,860.48	0.00	1,080,860.48	0.00	152,836.25
47000 - Construction Services 547000		2,968,533.12	2,736,768.58	0.00	2,736,768.58	0.00	231,764.54
99008 - Construction Contingency		411,608.64	158,068.64	0.00	158,068.64	0.00	253,540.00
Posting Activity Total		4,653,838.49	3,975,697.70	0.00	3,975,697.70	0.00	678,140.79
6003641027736	**Greenway Phase I - G&K SEP (CT-DEEP)**						
47000 - Construction Services 547000		500,000.00	244,665.56	0.00	244,665.56	0.00	255,334.44
Posting Activity Total		500,000.00	244,665.56	0.00	244,665.56	0.00	255,334.44

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ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-BOND2, WPC-BOND, WPC-BOND1, WPC-BOND2, WPC-CIF, WATER-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

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Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
410 Department of Public Works							
127 - 06	**Greenway Phase I ($9.5M Bond) 9/11/17 CT-DOT Project 151-321**						CO60036
6003641027746	**Greenway Phase I - City 100%**						
33021 - Financial-Misc 533021		50,000.00	11,733.33	0.00	11,733.33	0.00	38,266.67
33042 - Construction Inspection		0.00	0.00	0.00	0.00	0.00	0.00
47000 - Construction Services 547000		0.00	0.00	0.00	0.00	0.00	0.00
89050 - Administrative Costs 589050		50,000.00	141.70	0.00	141.70	0.00	49,858.30
99001 - Contingent Appropriatio 599001		1,121,260.29	1,150,642.48	0.00	1,150,642.48	78,224.99	-107,607.18
99008 - Construction Contingency		500,000.00	147,506.76	0.00	147,506.76	0.00	352,493.24
Posting Activity Total		1,721,260.29	1,310,024.27	0.00	1,310,024.27	78,224.99	333,011.03
6003641027756	**Greenway Phase I - City 20%**						
33039 - Engineering - Final Design		10,000.00	0.00	0.00	0.00	0.00	10,000.00
33042 - Construction Inspection		308,424.18	226,986.83	0.00	226,986.83	0.00	81,437.35
47000 - Construction Services 547000		742,133.28	704,192.15	0.00	704,192.15	0.00	37,941.13
99008 - Construction Contingency		102,902.16	73,406.69	0.00	73,406.69	0.00	29,495.47
Posting Activity Total		1,163,459.62	1,004,585.67	0.00	1,004,585.67	0.00	158,873.95
127 - 06 subtotal:		9,500,000.00	7,469,414.80	0.00	7,469,414.80	78,224.99	1,952,360.21
138 - 02	**Congestion Mitigation and Air Quality Improvement Program**						FP60079
6007941026172	**Downtown Traffic Signal System State Project 151-325 - 100%**						
33016 - Engineering 533016		423,750.00	294,168.43	0.00	294,168.43	0.00	129,581.57
Posting Activity Total		423,750.00	294,168.43	0.00	294,168.43	0.00	129,581.57
138 - 02 subtotal:		423,750.00	294,168.43	0.00	294,168.43	0.00	129,581.57
146 - 05	**FY20 Elevators City Buildings ($3M Bond) 1/21/2020**						OT60121
6012141026755	**Replacement-Refurbishment of City Elevators**						
33000 - Professional Services 533000		150,000.00	124,231.69	0.00	124,231.69	13,333.31	12,435.00
33021 - Financial-Misc 533021		50,000.00	17,600.00	0.00	17,600.00	0.00	32,400.00
75505 - Elev Replace & Refurb 575505		2,800,000.00	2,691,442.49	0.00	2,691,442.49	121,581.45	-13,023.94
Posting Activity Total		3,000,000.00	2,833,274.18	0.00	2,833,274.18	134,914.76	31,811.06
146 - 05 subtotal:		3,000,000.00	2,833,274.18	0.00	2,833,274.18	134,914.76	31,811.06
166 - 03	**Lakeside Boulevard Drainage Improvements**						SD60083
6008341027813	**State Project No. 151-335 - 100%**						
33016 - Engineering 533016		215,200.00	127,410.00	0.00	127,410.00	87,790.00	0.00
47002 - Street Construction 547002		0.00	0.00	0.00	0.00	0.00	0.00
Posting Activity Total		215,200.00	127,410.00	0.00	127,410.00	87,790.00	0.00
166 - 03 subtotal:		215,200.00	127,410.00	0.00	127,410.00	87,790.00	0.00
171 - 03	**Distressed Municipalities Capital Grant**						SD60108

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ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-BOND2, WPC-BOND, WPC-BOND1, WPC-BOND2, WPC-CIF, WATER-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

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Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
410 Department of Public Works							
171 - 03	**Distressed Municipalities Capital Grant**						SD60108
6010841099993	**Unallocated**						
1 - General Appropriation 500000		48,048.70	0.00	0.00	0.00	0.00	48,048.70
Posting Activity Total		48,048.70	0.00	0.00	0.00	0.00	48,048.70
171 - 03 subtotal:		48,048.70	0.00	0.00	0.00	0.00	48,048.70
176 - 05	**Chase Building ($30M Bond) 1/23/2023**						OT60119
6011941028245	**Chase Municipal Building Rehabilitation Project**						
33000 - Professional Services 533000		150,000.00	20,700.00	0.00	20,700.00	123,300.00	6,000.00
33006 - Architectural/Design 533006		2,500,000.00	1,411,122.80	0.00	1,411,122.80	999,747.20	89,130.00
33021 - Financial-Misc 533021		400,000.00	0.00	0.00	0.00	0.00	400,000.00
33031 - Misc-Legal Exp 533031		100,000.00	12,525.00	0.00	12,525.00	0.00	87,475.00
47000 - Construction Services 547000		24,550,000.00	0.00	0.00	0.00	0.00	24,550,000.00
75000 - Furn, Fix, Equip 575000		300,000.00	0.00	0.00	0.00	279,969.02	20,030.98
75501 - Building Improvements 575501		2,000,000.00	1,661,332.32	0.00	1,661,332.32	338,667.68	0.00
Posting Activity Total		30,000,000.00	3,105,680.12	0.00	3,105,680.12	1,741,683.90	25,152,635.98
176 - 05 subtotal:		30,000,000.00	3,105,680.12	0.00	3,105,680.12	1,741,683.90	25,152,635.98
178 - 01	**US DOT RAISE Grant ($23,100,000) ALN 20.933 7/25/2023 - 6/30/2031**						FD60037
6003741028321	**Base Phase**						
33016 - Engineering 533016		3,200,000.00	2,840,630.35	0.00	2,840,630.35	348,257.12	11,112.53
Posting Activity Total		3,200,000.00	2,840,630.35	0.00	2,840,630.35	348,257.12	11,112.53
6003741028991	**Right of Way Phase**						
33000 - Professional Services 533000		1,109,915.00	1,099,671.00	0.00	1,099,671.00	3,750.00	6,494.00
Posting Activity Total		1,109,915.00	1,099,671.00	0.00	1,099,671.00	3,750.00	6,494.00
178 - 01 subtotal:		4,309,915.00	3,940,301.35	0.00	3,940,301.35	352,007.12	17,606.53
183 - 04	**Environmental Fee Account (Nips)**						SP60091
6009141028464	**Litter and Blight Control Program**						
89055 - Program Costs 589055		444,000.00	348,951.24	0.00	348,951.24	0.00	95,048.76
Posting Activity Total		444,000.00	348,951.24	0.00	348,951.24	0.00	95,048.76
6009141099994	**Unallocated**						
1 - General Appropriation 500000		237,470.35	0.00	0.00	0.00	0.00	237,470.35
Posting Activity Total		237,470.35	0.00	0.00	0.00	0.00	237,470.35
183 - 04 subtotal:		681,470.35	348,951.24	0.00	348,951.24	0.00	332,519.11
184 - 02	**CMAQ Traffic Signal Upgrade ALN 20.205 State Proj 151-325**						FP60084
6008441028472	**Highway Infrastructure Programs DEMO ID CT 196 80%**						
47000 - Construction Services 547000		1,400,000.00	1,400,000.00	0.00	1,400,000.00	0.00	0.00

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BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-BOND2, WPC-BOND, WPC-BOND1, WPC-BOND2, WPC-CIF, WATER-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

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Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
410 Public Works							
184 - 02	**CMAQ Traffic Signal Upgrade ALN 20.205 State Proj 151-325**						FP60084
Posting Activity Total		1,400,000.00	1,400,000.00	0.00	1,400,000.00	0.00	0.00
6008441028482	**Congestion Mitigation and Air Quality Improvement 100%**						
33016 - Engineering 533016		650,000.00	546,253.34	0.00	546,253.34	51,072.41	52,674.25
47000 - Construction Services 547000		5,400,000.00	2,150,661.54	0.00	2,150,661.54	2,271,301.61	978,036.85
Posting Activity Total		6,050,000.00	2,696,914.88	0.00	2,696,914.88	2,322,374.02	1,030,711.10
184 - 02 subtotal:		7,450,000.00	4,096,914.88	0.00	4,096,914.88	2,322,374.02	1,030,711.10
191 - 03	**LoCIP Grant**						SD60109
6010941028723	**Sidewalks New Construction & Replacement**						
47003 - Sidewalk Improvement 547003		3,050,000.00	1,539,689.46	0.00	1,539,689.46	1,510,310.54	0.00
Posting Activity Total		3,050,000.00	1,539,689.46	0.00	1,539,689.46	1,510,310.54	0.00
6010941029263	**FY26 Sidewalks New Construction & Replacement**						
47003 - Sidewalk Improvement 547003		1,216,543.74	0.00	0.00	0.00	1,216,543.74	0.00
Posting Activity Total		1,216,543.74	0.00	0.00	0.00	1,216,543.74	0.00
6010941099993	**LoCIP Grant Unallocated**						
1 - General Appropriation 500000		711,759.96	0.00	0.00	0.00	0.00	711,759.96
Posting Activity Total		711,759.96	0.00	0.00	0.00	0.00	711,759.96
191 - 03 subtotal:		4,978,303.70	1,539,689.46	0.00	1,539,689.46	2,726,854.28	711,759.96
192 - 02	**Walnut, E. Farm, N. Walnut St. CT-DOT Project 151-337 90%**						CO60086
6008641028752	**Walnut, E. Farm, N. Walnut St. CT-DOT Project 151-337 90%**						
47002 - Street Construction 547002		713,859.30	662,890.01	0.00	662,890.01	0.00	50,969.29
Posting Activity Total		713,859.30	662,890.01	0.00	662,890.01	0.00	50,969.29
192 - 02 subtotal:		713,859.30	662,890.01	0.00	662,890.01	0.00	50,969.29
193 - 03	**DEEP Clough Brook Watershed 07/16/2024-01/15/26 DCRF-2023-02-10**						SD61028
6102841028763	**DEEP Clough Brook Watershed 07/16/2024-01/15/26 DCRF-2023-02-10**						
11500 - Salaries (Non BOE salaries)		37,209.00	0.00	0.00	0.00	0.00	37,209.00
23501 - Fringe Other - General 523501		19,348.00	0.00	0.00	0.00	0.00	19,348.00
33018 - Contractual 533018		575,148.00	488,383.93	0.00	488,383.93	61,616.07	25,148.00
33022 - Professional-Misc 533022		6,500.00	0.00	0.00	0.00	0.00	6,500.00
61200 - Office Supplies 561200		4,000.00	0.00	0.00	0.00	0.00	4,000.00
89050 - Administrative Costs 589050		6,456.00	0.00	0.00	0.00	0.00	6,456.00
89206 - Travel & Official-Misc 589206		4,000.00	0.00	0.00	0.00	0.00	4,000.00
Posting Activity Total		652,661.00	488,383.93	0.00	488,383.93	61,616.07	102,661.00
193 - 03 subtotal:		652,661.00	488,383.93	0.00	488,383.93	61,616.07	102,661.00
201 - 05	**One Exchange Building ($6M Bond) 5/19/2025**						OT60122

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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

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Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
410 Department of Public Works							
201 - 05	**One Exchange Building ($6M Bond) 5/19/2025**						OT60122
6012241029095	**Rehabilitation, Renovation and Fit Out**						
33000 - Professional Services 533000		1,370,000.00	1,325,536.75	0.00	1,325,536.75	48,220.70	-3,757.45
47000 - Construction Services 547000		4,630,000.00	2,089,116.72	0.00	2,089,116.72	2,289,538.83	251,344.45
75000 - Furn, Fix, Equip 575000		0.00	0.00	0.00	0.00	204,110.38	-204,110.38
Posting Activity Total		6,000,000.00	3,414,653.47	0.00	3,414,653.47	2,541,869.91	43,476.62
201 - 05 subtotal:		6,000,000.00	3,414,653.47	0.00	3,414,653.47	2,541,869.91	43,476.62
204 - 05	**FY26 Road & Parking Lot Improvements ($5M Bond) 3/9/2026**						OT60033
6003341029255	**Milling and Paving of Roads and Parking Lots**						
33021 - Financial-Misc 533021		40,000.00	0.00	0.00	0.00	0.00	40,000.00
47002 - Street Construction 547002		4,960,000.00	36,512.00	0.00	36,512.00	4,860,246.01	63,241.99
Posting Activity Total		5,000,000.00	36,512.00	0.00	36,512.00	4,860,246.01	103,241.99
204 - 05 subtotal:		5,000,000.00	36,512.00	0.00	36,512.00	4,860,246.01	103,241.99
513 - 02	**Traffic Sign East M./Brass 90% State Proj 151-338 ALN 20.205**						FP60087
6008741029212	**Traffic Sign East M./Brass 90% State Proj 151-338 ALN 20.205**						
33016 - Engineering 533016		360,000.00	0.00	0.00	0.00	238,461.43	121,538.57
75412 - Traffic Signal Equip 575412		1,384,020.00	37,446.01	0.00	37,446.01	1,346,573.99	0.00
Posting Activity Total		1,744,020.00	37,446.01	0.00	37,446.01	1,585,035.42	121,538.57
513 - 02 subtotal:		1,744,020.00	37,446.01	0.00	37,446.01	1,585,035.42	121,538.57
410 subtotal:		156,105,677.53	78,968,161.32	7,840.00	78,976,001.32	27,268,831.83	49,860,844.38

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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

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Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
450 Bureau of Water							
159 - 01	**American Rescue Plan Act - Fiscal Recovery Funding**						FD60050
6005045029501	**Water Storage Tank Improvements**						
33000 - Professional Services 533000		27,415.50	27,415.50	0.00	27,415.50	0.00	0.00
Posting Activity Total		27,415.50	27,415.50	0.00	27,415.50	0.00	0.00
6005045029511	**Water Slip Lining PCCP Thoamston Avenue**						
33016 - Engineering 533016		120,200.02	120,200.02	0.00	120,200.02	0.00	0.00
Posting Activity Total		120,200.02	120,200.02	0.00	120,200.02	0.00	0.00
6005045029521	**Water Pump Replacement**						
75407 - Pumping Equipment 575407		128,352.00	128,352.00	0.00	128,352.00	0.00	0.00
Posting Activity Total		128,352.00	128,352.00	0.00	128,352.00	0.00	0.00
6005045029541	**Flowmeters and Equipment Purchase**						
75404 - Water Meters 575404		194,750.00	194,750.00	0.00	194,750.00	0.00	0.00
Posting Activity Total		194,750.00	194,750.00	0.00	194,750.00	0.00	0.00
6005045029551	**Replacement of Blackman & Hitchcock Water Storage Tanks**						
33000 - Professional Services 533000		694,415.00	632,020.23	0.00	632,020.23	62,394.77	0.00
47010 - Acquisition Costs 547010		178,031.92	178,031.92	0.00	178,031.92	0.00	0.00
Posting Activity Total		872,446.92	810,052.15	0.00	810,052.15	62,394.77	0.00
6005045029561	**Water Treatment Plant Pumping and Mixing Systems**						
33000 - Professional Services 533000		1,087,135.19	1,087,129.73	5.46	1,087,135.19	0.00	0.00
Posting Activity Total		1,087,135.19	1,087,129.73	5.46	1,087,135.19	0.00	0.00
6005045029571	**Pump Station Improvements**						
33000 - Professional Services 533000		351,100.00	351,100.00	0.00	351,100.00	0.00	0.00
Posting Activity Total		351,100.00	351,100.00	0.00	351,100.00	0.00	0.00
6005045029581	**Water System Hydraulic Model**						
33000 - Professional Services 533000		197,073.67	197,073.67	0.00	197,073.67	0.00	0.00
Posting Activity Total		197,073.67	197,073.67	0.00	197,073.67	0.00	0.00
6005045029591	**WTP Secondary Power Supply Feed**						
33000 - Professional Services 533000		45,000.00	45,000.00	0.00	45,000.00	0.00	0.00
Posting Activity Total		45,000.00	45,000.00	0.00	45,000.00	0.00	0.00
159 - 01 subtotal:		3,023,473.30	2,961,073.07	5.46	2,961,078.53	62,394.77	0.00
450 subtotal:		3,023,473.30	2,961,073.07	5.46	2,961,078.53	62,394.77	0.00

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ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-BOND2, WPC-BOND, WPC-BOND1, WPC-BOND2, WPC-CIF, WATER-CIF

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Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
501 City Planning							
019 - 05	**Capital Improvement Fund**						OT60180
6018050122545	**Amber Manor Resubdivision**						
47000 - Construction Services 547000		19,879.50	9,814.50	0.00	9,814.50	0.00	10,065.00
Posting Activity Total		19,879.50	9,814.50	0.00	9,814.50	0.00	10,065.00
6018050122855	**Whispering Knolls Subdivision**						
47002 - Street Construction 547002		4,000.00	0.00	0.00	0.00	0.00	4,000.00
Posting Activity Total		4,000.00	0.00	0.00	0.00	0.00	4,000.00
6018050123215	**Ridgegate Woods-Roads**						
47000 - Construction Services 547000		6,400.00	0.00	0.00	0.00	0.00	6,400.00
Posting Activity Total		6,400.00	0.00	0.00	0.00	0.00	6,400.00
6018050123225	**Ridgegate Woods-Maintenance**						
47000 - Construction Services 547000		25,533.00	0.00	0.00	0.00	0.00	25,533.00
Posting Activity Total		25,533.00	0.00	0.00	0.00	0.00	25,533.00
6018050123235	**Vesta Homes Ridgegate Woods**						
47000 - Construction Services 547000		27,767.00	0.00	0.00	0.00	0.00	27,767.00
Posting Activity Total		27,767.00	0.00	0.00	0.00	0.00	27,767.00
6018050123245	**Vesta Homes Ridgegate Woods Ph II**						
47000 - Construction Services 547000		29,249.92	0.00	0.00	0.00	0.00	29,249.92
Posting Activity Total		29,249.92	0.00	0.00	0.00	0.00	29,249.92
6018050123325	**Society Hill Subdivision**						
47000 - Construction Services 547000		110,172.00	110,172.00	0.00	110,172.00	0.00	0.00
Posting Activity Total		110,172.00	110,172.00	0.00	110,172.00	0.00	0.00
019 - 05 subtotal:		223,001.42	119,986.50	0.00	119,986.50	0.00	103,014.92
191 - 03	**LoCIP Grant**						SD60109
6010950128813	**FY25 Plan of Conservation and Development**						
33000 - Professional Services 533000		250,000.00	206,000.00	0.00	206,000.00	25,000.00	19,000.00
Posting Activity Total		250,000.00	206,000.00	0.00	206,000.00	25,000.00	19,000.00
191 - 03 subtotal:		250,000.00	206,000.00	0.00	206,000.00	25,000.00	19,000.00
501 subtotal:		473,001.42	325,986.50	0.00	325,986.50	25,000.00	122,014.92

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Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
605 Waterbury Development Corp							
019 - 05	**Capital Improvement Fund**						OT60180
6018060528535	**Bristol Street Property Demo & Remediation**						
33000 - Professional Services 533000		245,000.00	53,215.21	0.00	53,215.21	191,213.79	571.00
47000 - Construction Services 547000		755,000.00	18,800.00	0.00	18,800.00	0.00	736,200.00
Posting Activity Total		1,000,000.00	72,015.21	0.00	72,015.21	191,213.79	736,771.00
019 - 05 subtotal:		1,000,000.00	72,015.21	0.00	72,015.21	191,213.79	736,771.00
097 - 03	**State of CT DOT Grant Wtby Train Station Improvements**						SD60006
6000660526653	**Waterbury Train Station Intermodal Imp Phase 2 State Project No. 304-12**						
33016 - Engineering 533016		175,000.00	206,565.52	0.00	206,565.52	0.00	-31,565.52
47000 - Construction Services 547000		1,507,200.00	1,431,982.69	0.00	1,431,982.69	0.00	75,217.31
Posting Activity Total		1,682,200.00	1,638,548.21	0.00	1,638,548.21	0.00	43,651.79
097 - 03 subtotal:		1,682,200.00	1,638,548.21	0.00	1,638,548.21	0.00	43,651.79
134 - 03	**Dept. of Econ. Comm. Dev./Dept. of Transportation/Local**						SD60042
6004260526013	**East Main Street Streetscape Project-DECD $4 Million Grant**						
33016 - Engineering 533016		938,971.23	591,534.73	0.00	591,534.73	0.00	347,436.50
47000 - Construction Services 547000		2,705,222.77	3,052,659.27	0.00	3,052,659.27	0.00	-347,436.50
89050 - Administrative Costs 589050		4,356.00	4,356.00	0.00	4,356.00	0.00	0.00
Posting Activity Total		3,648,550.00	3,648,550.00	0.00	3,648,550.00	0.00	0.00
6004260526183	**East Main Streetscape Proj. Water/Sewer Contribution $1.1 M**						
33016 - Engineering 533016		0.00	40,120.77	0.00	40,120.77	0.00	-40,120.77
45013 - Security/Safety 545013		0.00	15,752.49	0.00	15,752.49	0.00	-15,752.49
47000 - Construction Services 547000		1,051,124.35	446,545.84	0.00	446,545.84	0.00	604,578.51
Posting Activity Total		1,051,124.35	502,419.10	0.00	502,419.10	0.00	548,705.25
6004260526663	**N Main-S Main & Bank St Streetscape-DECD $4 Million Grant**						
33016 - Engineering 533016		351,450.00	346,809.23	0.00	346,809.23	0.00	4,640.77
47000 - Construction Services 547000		0.00	4,640.77	0.00	4,640.77	0.00	-4,640.77
Posting Activity Total		351,450.00	351,450.00	0.00	351,450.00	0.00	0.00
6004260526693	**N Main-S Main & Bank St Water/Sewer Contribution $1.1 M**						
33016 - Engineering 533016		48,875.65	48,875.65	0.00	48,875.65	0.00	0.00
Posting Activity Total		48,875.65	48,875.65	0.00	48,875.65	0.00	0.00
6004260527453	**Exchange Place Revitalization Phase 1 - E Main (LOTCIP)**						
33016 - Engineering 533016		0.00	266,602.49	0.00	266,602.49	0.00	-266,602.49
47000 - Construction Services 547000		3,024,355.20	2,455,533.05	0.00	2,455,533.05	0.00	568,822.15
Posting Activity Total		3,024,355.20	2,722,135.54	0.00	2,722,135.54	0.00	302,219.66
6004260527463	**Exchange Place Phase 1 - E Main (LOTCIP-Municipal)**						

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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Activity Detail - Capital projects

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Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
605 Waterbury Development Corp							
134 - 03	**Dept. of Econ. Comm. Dev./Dept. of Transportation/Local**						SD60042
47000 - Construction Services 547000		168,743.50	168,743.50	0.00	168,743.50	0.00	0.00
Posting Activity Total		168,743.50	168,743.50	0.00	168,743.50	0.00	0.00
6004260527473	**Exch Pl Ph 1 - E Main (LOTCIP-Municipal) DE CRISANTI TRUST**						
69006 - Agriculture/Hort Supp 569006		37,619.79	19,841.50	0.00	19,841.50	0.00	17,778.29
Posting Activity Total		37,619.79	19,841.50	0.00	19,841.50	0.00	17,778.29
134 - 03 subtotal:		8,330,718.49	7,462,015.29	0.00	7,462,015.29	0.00	868,703.20
167 - 05	**FY22 Demo Abandoned Prop Address Blight ($1M Bond) 1/24/2022**						OT60047
6004760527825	**Demolition of Blighted Properties**						
33021 - Financial-Misc 533021		30,000.00	2,933.33	0.00	2,933.33	0.00	27,066.67
47006 - Demolition 547006		970,000.00	797,960.14	0.00	797,960.14	1,258.93	170,780.93
Posting Activity Total		1,000,000.00	800,893.47	0.00	800,893.47	1,258.93	197,847.60
167 - 05 subtotal:		1,000,000.00	800,893.47	0.00	800,893.47	1,258.93	197,847.60
172 - 06	**Brass City Food Hub**						CO60039
6003960528026	**US Dept of Commerce EDA ALN 11.307 7/5/22-1/04/24 (Match $80,000)**						
33018 - Contractual 533018		400,000.00	380,960.00	0.00	380,960.00	1,300.00	17,740.00
Posting Activity Total		400,000.00	380,960.00	0.00	380,960.00	1,300.00	17,740.00
6003960528266	**State of CT DECD Brownfields (WDC) 12052-ECD46000-43403**						
33006 - Architectural/Design 533006		36,500.00	6,148.87	0.00	6,148.87	30,351.13	0.00
47000 - Construction Services 547000		1,957,528.50	1,106,161.72	0.00	1,106,161.72	849,108.28	2,258.50
89050 - Administrative Costs 589050		5,971.50	0.00	0.00	0.00	0.00	5,971.50
Posting Activity Total		2,000,000.00	1,112,310.59	0.00	1,112,310.59	879,459.41	8,230.00
172 - 06 subtotal:		2,400,000.00	1,493,270.59	0.00	1,493,270.59	880,759.41	25,970.00
179 - 01	**US EPA Brownfields ALN 66.818 July 1, 2023 - Sept. 30, 2027**						FD60055
6005560528331	**777 South Main Street**						
33018 - Contractual 533018		289,970.00	183,297.29	0.00	183,297.29	106,672.71	0.00
47000 - Construction Services 547000		705,030.00	429,748.97	0.00	429,748.97	275,281.03	0.00
89206 - Travel & Official-Misc 589206		5,000.00	5,000.00	0.00	5,000.00	0.00	0.00
Posting Activity Total		1,000,000.00	618,046.26	0.00	618,046.26	381,953.74	0.00
179 - 01 subtotal:		1,000,000.00	618,046.26	0.00	618,046.26	381,953.74	0.00
190 - 03	**State of CT DECD (WDC)**						SD60048
6004860528713	**835 South Main Street**						
47006 - Demolition 547006		3,100,000.00	2,594,110.31	0.00	2,594,110.31	505,889.69	0.00
Posting Activity Total		3,100,000.00	2,594,110.31	0.00	2,594,110.31	505,889.69	0.00
190 - 03 subtotal:		3,100,000.00	2,594,110.31	0.00	2,594,110.31	505,889.69	0.00

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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Activity Detail - Capital projects

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Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
605 Waterbury Development Corp.							
196 - 01	**HUD-EDI B-24-CP-CT-0484 ALN 14.251 Ends Aug. 31, 2032**						FD61031
6103160528861	**Hamilton Park Pedestrian Safety & Streetscape Improvements**						
33000 - Professional Services 533000		850,000.00	0.00	0.00	0.00	619,980.00	230,020.00
Posting Activity Total		850,000.00	0.00	0.00	0.00	619,980.00	230,020.00
196 - 01 subtotal:		850,000.00	0.00	0.00	0.00	619,980.00	230,020.00
197 - 03	**CT Dept. of Transportation LOTCIP/Local**						SD60049
6004960528873	**CTDOT LOTCIP Participating Exchange Place-Phase 2**						
33000 - Professional Services 533000		1,000,498.34	0.00	0.00	0.00	0.00	1,000,498.34
47000 - Construction Services 547000		11,005,481.74	6,852,778.80	0.00	6,852,778.80	5,153,201.28	-1,000,498.34
Posting Activity Total		12,005,980.08	6,852,778.80	0.00	6,852,778.80	5,153,201.28	0.00
6004960528883	**LOCAL NON-PARTICIPATING Exchange Place-Phase 2**						
33000 - Professional Services 533000		138,538.00	0.00	0.00	0.00	0.00	138,538.00
47000 - Construction Services 547000		1,523,918.00	869,229.37	0.00	869,229.37	793,190.29	-138,501.66
Posting Activity Total		1,662,456.00	869,229.37	0.00	869,229.37	793,190.29	36.34
197 - 03 subtotal:		13,668,436.08	7,722,008.17	0.00	7,722,008.17	5,946,391.57	36.34
200 - 03	**State of CT DECD Anaconda American Brass-CIF Rnd 1**						SD60058
6005860529093	**DECD-Freight Street Corridor (Waterbury)**						
47000 - Construction Services 547000		9,992,500.00	1,430,945.30	0.00	1,430,945.30	4,013,644.20	4,547,910.50
89050 - Administrative Costs 589050		7,500.00	0.00	0.00	0.00	0.00	7,500.00
Posting Activity Total		10,000,000.00	1,430,945.30	0.00	1,430,945.30	4,013,644.20	4,555,410.50
200 - 03 subtotal:		10,000,000.00	1,430,945.30	0.00	1,430,945.30	4,013,644.20	4,555,410.50
203 - 03	**State of CT DEEP Grant 2024-130 3/5/2026 to 3/4/3031 13019-DEP43310-41239 (Wtby)**						SD60059
6005960529233	**DEEP-Wilby Football Field**						
33000 - Professional Services 533000		225,000.00	0.00	0.00	0.00	223,790.00	1,210.00
47000 - Construction Services 547000		2,775,000.00	0.00	0.00	0.00	0.00	2,775,000.00
Posting Activity Total		3,000,000.00	0.00	0.00	0.00	223,790.00	2,776,210.00
203 - 03 subtotal:		3,000,000.00	0.00	0.00	0.00	223,790.00	2,776,210.00
205 - 01	**DHHS 4/9/25-9/29/27 ALN 93.493, 6 CE1HS53766-01-03**						FD60061
6006160529271	**St. Lucy's (Waterbury)**						
33006 - Architectural/Design 533006		470,012.00	0.00	0.00	0.00	0.00	470,012.00
33042 - Construction Inspection		36,000.60	0.00	0.00	0.00	0.00	36,000.60
47000 - Construction Services 547000		4,009,657.00	0.00	0.00	0.00	0.00	4,009,657.00
47006 - Demolition 547006		270,331.00	0.00	0.00	0.00	0.00	270,331.00
99001 - Contingent Appropriatio 599001		213,999.40	0.00	0.00	0.00	0.00	213,999.40
Posting Activity Total		5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00

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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Activity Detail - Capital projects

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ACTIVITY GROUP: CP							
605 DHHS St. Lucy's (Wtby)							
205 - 01 subtotal:		5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00
605 subtotal:		51,031,354.57	23,831,852.81	0.00	23,831,852.81	12,764,881.33	14,434,620.43

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Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
701 Library							
019 - 05	**Capital Improvement Fund**						OT60180
6018070121145	**FY07 Exterior Wall Repair**						
47000 - Construction Services 547000		50,000.00	22,271.03	0.00	22,271.03	0.00	27,728.97
Posting Activity Total		50,000.00	22,271.03	0.00	22,271.03	0.00	27,728.97
6018070121155	**Information Technology Equipment**						
70500 - Computer Equipment 570500		425,000.00	371,971.09	0.00	371,971.09	0.00	53,028.91
Posting Activity Total		425,000.00	371,971.09	0.00	371,971.09	0.00	53,028.91
6018070122995	**FY13 VOIP Telephone System**						
75201 - Communication Equipment 575201		21,603.84	21,603.84	0.00	21,603.84	0.00	0.00
Posting Activity Total		21,603.84	21,603.84	0.00	21,603.84	0.00	0.00
6018070124045	**FY15 Fire Alarm Board Replacement**						
45013 - Security/Safety 545013		10,000.00	0.00	0.00	0.00	0.00	10,000.00
Posting Activity Total		10,000.00	0.00	0.00	0.00	0.00	10,000.00
6018070127345	**Security Camera Expansion/Replacement**						
45013 - Security/Safety 545013		25,000.00	24,213.74	0.00	24,213.74	0.00	786.26
Posting Activity Total		25,000.00	24,213.74	0.00	24,213.74	0.00	786.26
6018070127355	**Replacement of Servers**						
70500 - Computer Equipment 570500		15,000.00	0.00	0.00	0.00	0.00	15,000.00
Posting Activity Total		15,000.00	0.00	0.00	0.00	0.00	15,000.00
6018070128855	**Building Improvements**						
47000 - Construction Services 547000		75,000.00	12,615.10	0.00	12,615.10	0.00	62,384.90
Posting Activity Total		75,000.00	12,615.10	0.00	12,615.10	0.00	62,384.90
019 - 05 subtotal:		621,603.84	452,674.80	0.00	452,674.80	0.00	168,929.04
135 - 05	**Renovation of Library Park**						OT60073
6007370126025	**Webster Bank Commitment**						
33016 - Engineering 533016		174,640.00	206,423.65	0.00	206,423.65	0.00	-31,783.65
33022 - Professional-Misc 533022		14,300.00	27,896.18	0.00	27,896.18	0.00	-13,596.18
47000 - Construction Services 547000		791,060.00	644,704.69	0.00	644,704.69	0.00	146,355.31
71010 - Operations Equipment-Mi 571010		20,000.00	88,208.45	0.00	88,208.45	0.00	-68,208.45
Posting Activity Total		1,000,000.00	967,232.97	0.00	967,232.97	0.00	32,767.03
135 - 05 subtotal:		1,000,000.00	967,232.97	0.00	967,232.97	0.00	32,767.03
701 subtotal:		1,621,603.84	1,419,907.77	0.00	1,419,907.77	0.00	201,696.07

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BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-BOND2, WPC-BOND, WPC-BOND1, WPC-BOND2, WPC-CIF, WATER-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

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Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
800 Education							
019 - 05	**Capital Improvement Fund**						OT60180
6018080025615	**FY17 School Building Improvements**						
75501 - Building Improvements 575501		285,000.00	280,264.08	1,950.00	282,214.08	0.00	2,785.92
Posting Activity Total		285,000.00	280,264.08	1,950.00	282,214.08	0.00	2,785.92
6018080026625	**Phone System Upgrades (SF)**						
75201 - Communication Equipment 575201		840,000.00	790,675.41	0.00	790,675.41	0.00	49,324.59
Posting Activity Total		840,000.00	790,675.41	0.00	790,675.41	0.00	49,324.59
6018080026645	**FY20 Elevator Repairs (SF)**						
43000 - General Repairs & Maint 543000		125,000.00	108,735.00	0.00	108,735.00	8,125.00	8,140.00
Posting Activity Total		125,000.00	108,735.00	0.00	108,735.00	8,125.00	8,140.00
6018080027105	**Floor Replacement (SF)**						
47000 - Construction Services 547000		1,380,000.00	726,854.27	0.00	726,854.27	316,734.00	336,411.73
Posting Activity Total		1,380,000.00	726,854.27	0.00	726,854.27	316,734.00	336,411.73
6018080027115	**HVAC Repairs and Replacement (SF)**						
75411 - HVAC 575411		1,307,827.44	985,313.46	0.00	985,313.46	147,454.69	175,059.29
Posting Activity Total		1,307,827.44	985,313.46	0.00	985,313.46	147,454.69	175,059.29
6018080027125	**Elevator Upgrades (SF)**						
75505 - Elev Replace & Refurb 575505		280,000.00	128,075.74	0.00	128,075.74	0.00	151,924.26
Posting Activity Total		280,000.00	128,075.74	0.00	128,075.74	0.00	151,924.26
6018080027135	**FY21 Bleacher Replacement (SF)**						
47000 - Construction Services 547000		100,000.00	39,000.00	0.00	39,000.00	30,000.00	31,000.00
Posting Activity Total		100,000.00	39,000.00	0.00	39,000.00	30,000.00	31,000.00
6018080027405	**Purchase & Improvements Southmayd/Beecher Property (SF)**						
47010 - Acquisition Costs 547010		1,750,000.00	1,750,000.00	0.00	1,750,000.00	0.00	0.00
75501 - Building Improvements 575501		800,000.00	778,297.89	0.00	778,297.89	0.00	21,702.11
Posting Activity Total		2,550,000.00	2,528,297.89	0.00	2,528,297.89	0.00	21,702.11
6018080027635	**Education Building and Equipment Improvements (SF)**						
33000 - Professional Services 533000		0.00	90,693.74	0.00	90,693.74	0.00	-90,693.74
43000 - General Repairs & Maint 543000		0.00	0.00	0.00	0.00	0.00	0.00
70500 - Computer Equipment 570500		0.00	25,775.00	0.00	25,775.00	0.00	-25,775.00
75501 - Building Improvements 575501		3,302,788.82	2,491,010.76	0.00	2,491,010.76	302,377.01	509,401.05
Posting Activity Total		3,302,788.82	2,607,479.50	0.00	2,607,479.50	302,377.01	392,932.31
6018080027645	**School Security Improvements (SF)**						
45013 - Security/Safety 545013		3,055,000.00	2,961,667.59	0.00	2,961,667.59	0.00	93,332.41
Posting Activity Total		3,055,000.00	2,961,667.59	0.00	2,961,667.59	0.00	93,332.41

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ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-BOND2, WPC-BOND, WPC-BOND1, WPC-BOND2, WPC-CIF, WATER-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

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Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
800 Education							
019 - 05	**Capital Improvement Fund**						OT60180
6018080027855	**Kennedy Pool Repair (SF)**						
43000 - General Repairs & Maint 543000		300,000.00	118,887.02	0.00	118,887.02	181,014.00	98.98
Posting Activity Total		300,000.00	118,887.02	0.00	118,887.02	181,014.00	98.98
6018080028035	**Wendell Cross Water Damage Claim (SF)**						
11500 - Salaries (Non BOE salaries)		0.00	7,377.45	0.00	7,377.45	0.00	-7,377.45
11650 - Overtime		0.00	49,571.22	0.00	49,571.22	0.00	-49,571.22
43000 - General Repairs & Maint 543000		2,188,432.56	1,996,476.95	0.00	1,996,476.95	0.00	191,955.61
47014 - Remediation 547014		0.00	135,006.94	0.00	135,006.94	0.00	-135,006.94
Posting Activity Total		2,188,432.56	2,188,432.56	0.00	2,188,432.56	0.00	0.00
6018080028315	**School Paving & Sidewalks (SF)**						
47000 - Construction Services 547000		1,450,000.00	1,038,793.80	0.00	1,038,793.80	186,188.50	225,017.70
Posting Activity Total		1,450,000.00	1,038,793.80	0.00	1,038,793.80	186,188.50	225,017.70
6018080029105	**Indoor Air Quality Surveys (SF)**						
33000 - Professional Services 533000		1,000,000.00	110,222.40	0.00	110,222.40	135,227.60	754,550.00
Posting Activity Total		1,000,000.00	110,222.40	0.00	110,222.40	135,227.60	754,550.00
6018080029315	**Information Technology Equipment (SF)**						
70500 - Computer Equipment 570500		1,391,370.00	0.00	0.00	0.00	0.00	1,391,370.00
Posting Activity Total		1,391,370.00	0.00	0.00	0.00	0.00	1,391,370.00
6018080099995	**BOE Unallocated (SF)**						
47000 - Construction Services 547000		3,488,653.34	0.00	0.00	0.00	0.00	3,488,653.34
Posting Activity Total		3,488,653.34	0.00	0.00	0.00	0.00	3,488,653.34
019 - 05 subtotal:		23,044,072.16	14,612,698.72	1,950.00	14,614,648.72	1,307,120.80	7,122,302.64
020 - 05	**Vehicle Replacement Fund**						OT60185
6018580027085	**FY21 Vehicle Replacements (SF)**						
74009 - Vehicles-Misc 574009		175,000.00	135,743.00	0.00	135,743.00	39,257.00	0.00
Posting Activity Total		175,000.00	135,743.00	0.00	135,743.00	39,257.00	0.00
6018580027095	**FY21 Medium Duty Dump Truck with Plow & Sander (126WBY)**						
74000 - Dump Trucks 574000		120,000.00	120,000.00	0.00	120,000.00	0.00	0.00
Posting Activity Total		120,000.00	120,000.00	0.00	120,000.00	0.00	0.00
6018580027555	**Education Dept Vehicles**						
74009 - Vehicles-Misc 574009		100,000.00	49,411.00	0.00	49,411.00	50,589.00	0.00
Posting Activity Total		100,000.00	49,411.00	0.00	49,411.00	50,589.00	0.00
020 - 05 subtotal:		395,000.00	305,154.00	0.00	305,154.00	89,846.00	0.00
128 - 06	**School Elevators ($1.7M Bond) 9/11/17 Amended 5/06/19**						CO65014

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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

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Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
800 Education							
128 - 06	**School Elevators ($1.7M Bond) 9/11/17 Amended 5/06/19**						CO65014
6501480025676	**Washington School Elevator 151-0304 CV**						
33006 - Architectural/Design 533006		91,850.00	80,000.00	0.00	80,000.00	0.00	11,850.00
33022 - Professional-Misc 533022		20,000.00	15,368.49	0.00	15,368.49	0.00	4,631.51
47000 - Construction Services 547000		1,133,150.00	1,126,083.54	0.00	1,126,083.54	0.00	7,066.46
Posting Activity Total		1,245,000.00	1,221,452.03	0.00	1,221,452.03	0.00	23,547.97
6501480025686	**Bunker Hill School Elevator 151-0305 CV**						
33006 - Architectural/Design 533006		105,600.00	87,000.00	0.00	87,000.00	0.00	18,600.00
33022 - Professional-Misc 533022		24,000.00	16,762.88	0.00	16,762.88	0.00	7,237.12
47000 - Construction Services 547000		1,419,400.00	1,429,796.00	0.00	1,429,796.00	0.00	-10,396.00
Posting Activity Total		1,549,000.00	1,533,558.88	0.00	1,533,558.88	0.00	15,441.12
6501480099006	**Debt Issuance Costs**						
33021 - Financial-Misc 533021		6,000.00	0.00	0.00	0.00	0.00	6,000.00
Posting Activity Total		6,000.00	0.00	0.00	0.00	0.00	6,000.00
128 - 06 subtotal:		2,800,000.00	2,755,010.91	0.00	2,755,010.91	0.00	44,989.09
136 - 06	**Wendell Cross 151-0295 ($46.250M Bond) 6/20/16**						CO65016
6501680026066	**Wendell Cross Renovation and Addition**						
33006 - Architectural/Design 533006		2,692,503.00	1,657,492.29	0.00	1,657,492.29	0.00	1,035,010.71
33022 - Professional-Misc 533022		9,392,635.00	2,813,660.46	0.00	2,813,660.46	0.00	6,578,974.54
47000 - Construction Services 547000		29,848,922.00	39,854,024.20	0.00	39,854,024.20	0.00	-10,005,102.20
47014 - Remediation 547014		0.00	408,474.95	0.00	408,474.95	0.00	-408,474.95
75000 - Furn, Fix, Equip 575000		2,078,400.00	1,386,923.19	0.00	1,386,923.19	0.00	691,476.81
99001 - Contingent Appropriatio 599001		2,168,606.67	0.00	0.00	0.00	0.00	2,168,606.67
Posting Activity Total		46,181,066.67	46,120,575.09	0.00	46,120,575.09	0.00	60,491.58
6501680099006	**Debt Issuance Costs**						
33021 - Financial-Misc 533021		68,933.33	68,933.33	0.00	68,933.33	0.00	0.00
Posting Activity Total		68,933.33	68,933.33	0.00	68,933.33	0.00	0.00
136 - 06 subtotal:		46,250,000.00	46,189,508.42	0.00	46,189,508.42	0.00	60,491.58
158 - 06	**FY21 Tinker School Roof Replacement 151-0309 RR**						CO65018
6501880026196	**Tinker Roof (State $1,380,000- (SF) $220,000-Local $125,000)**						
33006 - Architectural/Design 533006		33,000.00	40,965.73	0.00	40,965.73	0.00	-7,965.73
33022 - Professional-Misc 533022		25,000.00	8,901.40	0.00	8,901.40	0.00	16,098.60
47000 - Construction Services 547000		1,310,726.00	847,027.20	0.00	847,027.20	0.00	463,698.80
Posting Activity Total		1,368,726.00	896,894.33	0.00	896,894.33	0.00	471,831.67
158 - 06 subtotal:		1,368,726.00	896,894.33	0.00	896,894.33	0.00	471,831.67

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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Activity Detail - Capital projects

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Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
800 Education							
169 - 06	**FY23 Sprague School Roof Replacement 151-0308 RR**						CO65019
6501980027906	**Sprague Roof (State Grant $1,920,000- (SF) $480,000)**						
33006 - Architectural/Design 533006		33,000.00	40,750.00	0.00	40,750.00	0.00	-7,750.00
33022 - Professional-Misc 533022		25,000.00	8,971.40	0.00	8,971.40	0.00	16,028.60
47000 - Construction Services 547000		1,834,358.00	826,525.00	0.00	826,525.00	0.00	1,007,833.00
Posting Activity Total		1,892,358.00	876,246.40	0.00	876,246.40	0.00	1,016,111.60
169 - 06 subtotal:		1,892,358.00	876,246.40	0.00	876,246.40	0.00	1,016,111.60
170 - 06	**FY23 Kennedy High School Roof Replacement 151-0307 RR**						CO65021
6502180027916	**Kennedy High Roof (State Grant $4,960,000- (SF) $1,240,000)**						
33006 - Architectural/Design 533006		58,000.00	61,823.42	0.00	61,823.42	0.00	-3,823.42
33022 - Professional-Misc 533022		25,000.00	6,494.20	0.00	6,494.20	0.00	18,505.80
47000 - Construction Services 547000		5,522,787.00	2,914,666.22	0.00	2,914,666.22	0.00	2,608,120.78
Posting Activity Total		5,605,787.00	2,982,983.84	0.00	2,982,983.84	0.00	2,622,803.16
170 - 06 subtotal:		5,605,787.00	2,982,983.84	0.00	2,982,983.84	0.00	2,622,803.16
173 - 06	**BOE Variable Refrigerant Flow HVAC 8 Schools**						CO65031
6503180028156	**Bunker Hill Elementary School HVAC 151-005**						
33006 - Architectural/Design 533006		110,000.00	65,800.00	0.00	65,800.00	0.00	44,200.00
33022 - Professional-Misc 533022		25,000.00	0.00	0.00	0.00	0.00	25,000.00
47000 - Construction Services 547000		2,067,719.00	0.00	0.00	0.00	0.00	2,067,719.00
Posting Activity Total		2,202,719.00	65,800.00	0.00	65,800.00	0.00	2,136,919.00
6503180028166	**Driggs Elementary School HVAC 151-008**						
33006 - Architectural/Design 533006		130,000.00	75,300.00	0.00	75,300.00	0.00	54,700.00
33022 - Professional-Misc 533022		25,000.00	0.00	0.00	0.00	0.00	25,000.00
47000 - Construction Services 547000		2,450,852.00	0.00	0.00	0.00	0.00	2,450,852.00
Posting Activity Total		2,605,852.00	75,300.00	0.00	75,300.00	0.00	2,530,552.00
6503180028176	**Hopeville Elementary School HVAC 151-007**						
33006 - Architectural/Design 533006		131,000.00	74,900.00	0.00	74,900.00	0.00	56,100.00
33022 - Professional-Misc 533022		25,000.00	0.00	0.00	0.00	0.00	25,000.00
47000 - Construction Services 547000		2,467,662.00	0.00	0.00	0.00	0.00	2,467,662.00
Posting Activity Total		2,623,662.00	74,900.00	0.00	74,900.00	0.00	2,548,762.00
6503180028186	**Kingsbury Elementary School HVAC 151-006**						
33006 - Architectural/Design 533006		115,000.00	65,800.00	0.00	65,800.00	0.00	49,200.00
33022 - Professional-Misc 533022		25,000.00	0.00	0.00	0.00	0.00	25,000.00
47000 - Construction Services 547000		2,146,686.00	0.00	0.00	0.00	0.00	2,146,686.00
Posting Activity Total		2,286,686.00	65,800.00	0.00	65,800.00	0.00	2,220,886.00

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(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

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Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
800 Education							
173 - 06	**BOE Variable Refrigerant Flow HVAC 8 Schools**						CO65031
6503180028196	**Sprague Elementary School HVAC 151-002**						
33006 - Architectural/Design 533006		135,000.00	70,700.00	0.00	70,700.00	0.00	64,300.00
33022 - Professional-Misc 533022		25,000.00	0.00	0.00	0.00	0.00	25,000.00
47000 - Construction Services 547000		2,556,455.00	0.00	0.00	0.00	0.00	2,556,455.00
Posting Activity Total		2,716,455.00	70,700.00	0.00	70,700.00	0.00	2,645,755.00
6503180028206	**Tinker Elementary School HVAC 151-001**						
33006 - Architectural/Design 533006		127,000.00	73,300.00	0.00	73,300.00	0.00	53,700.00
33022 - Professional-Misc 533022		25,000.00	0.00	0.00	0.00	0.00	25,000.00
47000 - Construction Services 547000		2,405,256.00	0.00	0.00	0.00	0.00	2,405,256.00
Posting Activity Total		2,557,256.00	73,300.00	0.00	73,300.00	0.00	2,483,956.00
6503180028216	**Walsh Elementary School HVAC 151-004**						
33006 - Architectural/Design 533006		137,000.00	77,500.00	0.00	77,500.00	0.00	59,500.00
33022 - Professional-Misc 533022		25,000.00	0.00	0.00	0.00	0.00	25,000.00
47000 - Construction Services 547000		2,581,442.00	0.00	0.00	0.00	0.00	2,581,442.00
Posting Activity Total		2,743,442.00	77,500.00	0.00	77,500.00	0.00	2,665,942.00
6503180028226	**Wilson Elementary School HVAC 151-003**						
33006 - Architectural/Design 533006		120,000.00	70,900.00	0.00	70,900.00	0.00	49,100.00
33022 - Professional-Misc 533022		25,000.00	0.00	0.00	0.00	0.00	25,000.00
47000 - Construction Services 547000		2,253,942.00	0.00	0.00	0.00	0.00	2,253,942.00
Posting Activity Total		2,398,942.00	70,900.00	0.00	70,900.00	0.00	2,328,042.00
173 - 06 subtotal:		20,135,014.00	574,200.00	0.00	574,200.00	0.00	19,560,814.00
181 - 06	**Bergin Complex Roof Replacement**						CO65022
6502280028446	**Bergin Complex Roof (State Grant $4,500,000-(SF) $1,500,000)**						
33006 - Architectural/Design 533006		0.00	52,200.00	0.00	52,200.00	3,480.00	-55,680.00
33022 - Professional-Misc 533022		0.00	0.00	0.00	0.00	13,920.00	-13,920.00
47000 - Construction Services 547000		1,500,000.00	0.00	0.00	0.00	0.00	1,500,000.00
Posting Activity Total		1,500,000.00	52,200.00	0.00	52,200.00	17,400.00	1,430,400.00
181 - 06 subtotal:		1,500,000.00	52,200.00	0.00	52,200.00	17,400.00	1,430,400.00
187 - 06	**BOE Variable Refrigerant Flow HVAC 6 Schools**						CO65032
6503280028546	**Bucks Hill School VRF HVAC**						
47000 - Construction Services 547000		749,840.00	0.00	0.00	0.00	0.00	749,840.00
Posting Activity Total		749,840.00	0.00	0.00	0.00	0.00	749,840.00
6503280028556	**Chase School VRF HVAC**						
47000 - Construction Services 547000		686,765.00	0.00	0.00	0.00	0.00	686,765.00

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Activity Detail - Capital projects

Data as of 08/04/2026, 04:17:25PM

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
800 Education							
187 - 06	**BOE Variable Refrigerant Flow HVAC 6 Schools**						CO65032
Posting Activity Total		686,765.00	0.00	0.00	0.00	0.00	686,765.00
6503280028566	**Generali School VRF HVAC**						
47000 - Construction Services 547000		520,817.00	0.00	0.00	0.00	0.00	520,817.00
Posting Activity Total		520,817.00	0.00	0.00	0.00	0.00	520,817.00
6503280028576	**International School VRF HVAC**						
47000 - Construction Services 547000		386,685.00	0.00	0.00	0.00	0.00	386,685.00
Posting Activity Total		386,685.00	0.00	0.00	0.00	0.00	386,685.00
6503280028586	**Regan School VRF HVAC**						
47000 - Construction Services 547000		321,484.00	0.00	0.00	0.00	0.00	321,484.00
Posting Activity Total		321,484.00	0.00	0.00	0.00	0.00	321,484.00
6503280028596	**Washington School VRF HVAC**						
47000 - Construction Services 547000		334,409.00	0.00	0.00	0.00	0.00	334,409.00
Posting Activity Total		334,409.00	0.00	0.00	0.00	0.00	334,409.00
187 - 06 subtotal:		3,000,000.00	0.00	0.00	0.00	0.00	3,000,000.00
198 - 06	**BOE Elevator Additions**						CO65036
6503680028976	**Driggs School Elevator Addition**						
47000 - Construction Services 547000		537,706.00	52,493.20	0.00	52,493.20	28,662.50	456,550.30
Posting Activity Total		537,706.00	52,493.20	0.00	52,493.20	28,662.50	456,550.30
6503680028986	**Wilson School Elevator Addition**						
47000 - Construction Services 547000		504,188.00	53,180.70	0.00	53,180.70	27,519.30	423,488.00
Posting Activity Total		504,188.00	53,180.70	0.00	53,180.70	27,519.30	423,488.00
198 - 06 subtotal:		1,041,894.00	105,673.90	0.00	105,673.90	56,181.80	880,038.30
199 - 06	**BOE Rooftop Solar Arrays 5 Schools**						CO65033
6503380029046	**Generali Rooftop Solar 151-0311 PV**						
33000 - Professional Services 533000		62,000.00	48,549.25	9,300.00	57,849.25	10,300.00	-6,149.25
33021 - Financial-Misc 533021		10,000.00	0.00	0.00	0.00	0.00	10,000.00
75000 - Furn, Fix, Equip 575000		472,000.00	27,657.75	0.00	27,657.75	367,104.25	77,238.00
Posting Activity Total		544,000.00	76,207.00	9,300.00	85,507.00	377,404.25	81,088.75
6503380029056	**Sprague Rooftop Solar 151-0312 PV**						
33000 - Professional Services 533000		62,000.00	48,549.25	9,300.00	57,849.25	10,300.00	-6,149.25
33021 - Financial-Misc 533021		10,000.00	0.00	0.00	0.00	0.00	10,000.00
75000 - Furn, Fix, Equip 575000		453,000.00	26,160.86	0.00	26,160.86	347,144.14	79,695.00
Posting Activity Total		525,000.00	74,710.11	9,300.00	84,010.11	357,444.14	83,545.75
6503380029066	**Tinker Rooftop Solar 151-0313 PV**						

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ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-BOND2, WPC-BOND, WPC-BOND1, WPC-BOND2, WPC-CIF, WATER-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

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Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: CP							
800 Education							
199 - 06	**BOE Rooftop Solar Arrays 5 Schools**						CO65033
33000 - Professional Services 533000		62,000.00	48,549.25	0.00	48,549.25	19,600.00	-6,149.25
33021 - Financial-Misc 533021		10,000.00	0.00	0.00	0.00	0.00	10,000.00
75000 - Furn, Fix, Equip 575000		417,000.00	26,016.75	0.00	26,016.75	345,286.25	45,697.00
Posting Activity Total		489,000.00	74,566.00	0.00	74,566.00	364,886.25	49,547.75
6503380029076	**West Side Rooftop Solar 151-0314 PV**						
33000 - Professional Services 533000		62,000.00	48,549.25	0.00	48,549.25	19,600.00	-6,149.25
33021 - Financial-Misc 533021		10,000.00	0.00	0.00	0.00	0.00	10,000.00
75000 - Furn, Fix, Equip 575000		942,000.00	45,959.19	0.00	45,959.19	610,345.81	285,695.00
Posting Activity Total		1,014,000.00	94,508.44	0.00	94,508.44	629,945.81	289,545.75
6503380029086	**Wendell Cross Rooftop Solar 151-0310 PV**						
33000 - Professional Services 533000		62,000.00	48,549.25	9,300.00	57,849.25	10,300.00	-6,149.25
33021 - Financial-Misc 533021		10,000.00	13,758.75	0.00	13,758.75	0.00	-3,758.75
75000 - Furn, Fix, Equip 575000		956,000.00	45,815.52	0.00	45,815.52	608,509.48	301,675.00
Posting Activity Total		1,028,000.00	108,123.52	9,300.00	117,423.52	618,809.48	291,767.00
199 - 06 subtotal:		3,600,000.00	428,115.07	27,900.00	456,015.07	2,348,489.93	795,495.00
207 - 06	**Roberto Clemente Int'l Dual Language School (Bond 6/23/2025)**						CO65056
6505680029306	**Extension/Alteration CT DAS Project No. 151-0318 EA**						
33000 - Professional Services 533000		1,800,000.00	0.00	0.00	0.00	0.00	1,800,000.00
33006 - Architectural/Design 533006		2,500,000.00	0.00	0.00	0.00	1,023,155.00	1,476,845.00
33021 - Financial-Misc 533021		200,000.00	0.00	0.00	0.00	0.00	200,000.00
47000 - Construction Services 547000		32,000,000.00	0.00	0.00	0.00	0.00	32,000,000.00
75000 - Furn, Fix, Equip 575000		500,000.00	0.00	0.00	0.00	0.00	500,000.00
Posting Activity Total		37,000,000.00	0.00	0.00	0.00	1,023,155.00	35,976,845.00
207 - 06 subtotal:		37,000,000.00	0.00	0.00	0.00	1,023,155.00	35,976,845.00
800 subtotal:		147,632,851.16	69,778,685.59	29,850.00	69,808,535.59	4,842,193.53	72,982,122.04

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ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-BOND2, WPC-BOND, WPC-BOND1, WPC-BOND2, WPC-CIF, WATER-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Activity Detail - Capital projects

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Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
CP subtotal:		*499,267,379.48*	288,554,088.60	484,081.10	*289,038,169.70*	*50,563,144.81*	*159,666,064.97*

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ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-BOND2, WPC-BOND, WPC-BOND1, WPC-BOND2, WPC-CIF, WATER-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

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Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: WATER-BOND							
000 Water-Bond Projects							
003 - 05							
730150035	**Clean, Line, Rehab Water Mains ($17.7M Bond 5/11/15)**						
33000 - Professional Services 533000		0.00	0.00	0.00	0.00	0.00	0.00
33021 - Financial-Misc 533021		2,862.28	2,862.28	0.00	2,862.28	0.00	0.00
33031 - Misc-Legal Exp 533031		19,550.38	19,550.38	0.00	19,550.38	0.00	0.00
47000 - Construction Services 547000		3,777,948.02	3,419,266.79	0.00	3,419,266.79	343,815.00	14,866.23
Posting Activity Total		3,800,360.68	3,441,679.45	0.00	3,441,679.45	343,815.00	14,866.23
003 - 05 subtotal:		3,800,360.68	3,441,679.45	0.00	3,441,679.45	343,815.00	14,866.23
004 - 05							
730150045	**Shepaug & Wigwam Dam Repairs ($17.7M Bond 5/11/15)**						
47000 - Construction Services 547000		3,710,622.94	3,253,412.46	0.00	3,253,412.46	0.00	457,210.48
Posting Activity Total		3,710,622.94	3,253,412.46	0.00	3,253,412.46	0.00	457,210.48
004 - 05 subtotal:		3,710,622.94	3,253,412.46	0.00	3,253,412.46	0.00	457,210.48
005 - 05							
730150055	**Replace Sludge Removal Equipment ($17.7M Bond 5/11/15)**						
45011 - Operation-Water Treat 545011		803,428.55	803,428.55	0.00	803,428.55	0.00	0.00
Posting Activity Total		803,428.55	803,428.55	0.00	803,428.55	0.00	0.00
005 - 05 subtotal:		803,428.55	803,428.55	0.00	803,428.55	0.00	0.00
006 - 05							
730150065	**WTP Generator Replacement ($17.7M Bond 5/11/15)**						
33000 - Professional Services 533000		8,680.00	8,680.00	0.00	8,680.00	0.00	0.00
69027 - Replacement - Generator 569027		631,364.50	631,364.50	0.00	631,364.50	0.00	0.00
Posting Activity Total		640,044.50	640,044.50	0.00	640,044.50	0.00	0.00
006 - 05 subtotal:		640,044.50	640,044.50	0.00	640,044.50	0.00	0.00
007 - 05							
730150075	**Water Tank Repairs & RePainting ($17.7M Bond 5/11/15)**						
43020 - Repair and Maintenance- 543020		1,104,187.62	1,104,187.62	0.00	1,104,187.62	0.00	0.00
Posting Activity Total		1,104,187.62	1,104,187.62	0.00	1,104,187.62	0.00	0.00
007 - 05 subtotal:		1,104,187.62	1,104,187.62	0.00	1,104,187.62	0.00	0.00
008 - 05							
730150085	**Pump Station Improvements ($17.7M Bond 5/11/15)**						
75504 - Pump Stations 575504		608,599.07	606,967.57	0.00	606,967.57	1,631.50	0.00
Posting Activity Total		608,599.07	606,967.57	0.00	606,967.57	1,631.50	0.00
008 - 05 subtotal:		608,599.07	606,967.57	0.00	606,967.57	1,631.50	0.00
009 - 05							

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ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-BOND2, WPC-BOND, WPC-BOND1, WPC-BOND2, WPC-CIF, WATER-CIF

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Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: WATER-BOND							
000 Water-Bond Projects							
009 - 05							
730150095	**Replace Distribution System SCADA ($17.7M Bond 5/11/15)**						
43026 - SCADA 543026		308,211.11	308,211.11	0.00	308,211.11	0.00	0.00
Posting Activity Total		308,211.11	308,211.11	0.00	308,211.11	0.00	0.00
009 - 05 subtotal:		308,211.11	308,211.11	0.00	308,211.11	0.00	0.00
010 - 05							
730150105	**Replace Underground Fuel Tanks ($17.7M Bond 5/11/15)**						
47008 - Tank Removals 547008		223,000.00	223,000.00	0.00	223,000.00	0.00	0.00
Posting Activity Total		223,000.00	223,000.00	0.00	223,000.00	0.00	0.00
010 - 05 subtotal:		223,000.00	223,000.00	0.00	223,000.00	0.00	0.00
011 - 05							
730150115	**Replace Water Pumps ($17.7M Bond 5/11/15)**						
69028 - Replacement - Pumps 569028		47,714.25	47,714.25	0.00	47,714.25	0.00	0.00
Posting Activity Total		47,714.25	47,714.25	0.00	47,714.25	0.00	0.00
011 - 05 subtotal:		47,714.25	47,714.25	0.00	47,714.25	0.00	0.00
014 - 05							
730150145	**Large Gate Valve Repairs ($17.7M Bond 5/11/15)**						
47000 - Construction Services 547000		2,051,872.31	891,294.14	0.00	891,294.14	73,714.92	1,086,863.25
Posting Activity Total		2,051,872.31	891,294.14	0.00	891,294.14	73,714.92	1,086,863.25
014 - 05 subtotal:		2,051,872.31	891,294.14	0.00	891,294.14	73,714.92	1,086,863.25
015 - 05							
730150155	**East Main Street Water Mains DWSRF ($17.7M Bond 5/11/15)**						
47000 - Construction Services 547000		1,149,819.71	1,149,819.71	0.00	1,149,819.71	0.00	0.00
Posting Activity Total		1,149,819.71	1,149,819.71	0.00	1,149,819.71	0.00	0.00
015 - 05 subtotal:		1,149,819.71	1,149,819.71	0.00	1,149,819.71	0.00	0.00
016 - 05							
730150165	**Variable Freq Drive Pump (DWSRF 20-39) ($17.7M Bond 5/11/15)**						
75407 - Pumping Equipment 575407		22,320.00	22,320.00	0.00	22,320.00	0.00	0.00
Posting Activity Total		22,320.00	22,320.00	0.00	22,320.00	0.00	0.00
016 - 05 subtotal:		22,320.00	22,320.00	0.00	22,320.00	0.00	0.00
019 - 05							
730150195	**Cairns Reservoir Gatehouse (CB 2021) ($17.7M Bond 5/11/15)**						
33016 - Engineering 533016		182,810.71	182,810.71	0.00	182,810.71	0.00	0.00
43020 - Repair and Maintenance- 543020		1,755,008.55	1,755,008.55	0.00	1,755,008.55	0.00	0.00
Posting Activity Total		1,937,819.26	1,937,819.26	0.00	1,937,819.26	0.00	0.00

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ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-BOND2, WPC-BOND, WPC-BOND1, WPC-BOND2, WPC-CIF, WATER-CIF

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Activity Detail - Capital projects

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Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: WATER-BOND							
000 Water-Bond Projects							
019 - 05 subtotal:		1,937,819.26	1,937,819.26	0.00	1,937,819.26	0.00	0.00
021 - 05							
730150215	**Pump Station Generators (CB 2021) ($17.7M Bond 5/11/15)**						
71014 - Generator & Switchgear 571014		155,000.00	49,905.00	0.00	49,905.00	0.00	105,095.00
Posting Activity Total		155,000.00	49,905.00	0.00	49,905.00	0.00	105,095.00
021 - 05 subtotal:		155,000.00	49,905.00	0.00	49,905.00	0.00	105,095.00
022 - 05							
730150225	**Exchange Place Utility Rehab ($17.7M Bond 5/11/15)**						
33000 - Professional Services 533000		390,000.00	245,292.37	0.00	245,292.37	143,807.63	900.00
47000 - Construction Services 547000		747,000.00	571,329.89	0.00	571,329.89	175,188.95	481.16
Posting Activity Total		1,137,000.00	816,622.26	0.00	816,622.26	318,996.58	1,381.16
022 - 05 subtotal:		1,137,000.00	816,622.26	0.00	816,622.26	318,996.58	1,381.16
999 - 05							
730159995	**WATER Bond Unallocated ($17.7M Bond 5/11/15)**						
1 - General Appropriation 500000		0.00	0.00	0.00	0.00	0.00	0.00
Posting Activity Total		0.00	0.00	0.00	0.00	0.00	0.00
999 - 05 subtotal:		0.00	0.00	0.00	0.00	0.00	0.00
000 subtotal:		17,700,000.00	15,296,425.88	0.00	15,296,425.88	738,158.00	1,665,416.12

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LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-BOND2, WPC-BOND, WPC-BOND1, WPC-BOND2, WPC-CIF, WATER-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

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Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
WATER-BOND subtotal:		*17,700,000.00*	15,296,425.88	0.00	*15,296,425.88*	*738,158.00*	*1,665,416.12*

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BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-BOND2, WPC-BOND, WPC-BOND1, WPC-BOND2, WPC-CIF, WATER-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

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Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: WATER-BOND1							
000 Water-Bond Projects1							
001 - 05							
730160015	**WTP-Pumps & Mixing Equipment Imp. ($35M Bond 10/24/22)**						
33000 - Professional Services 533000		10,000.00	10,000.00	0.00	10,000.00	0.00	0.00
33016 - Engineering 533016		78,100.00	15,882.50	10,427.68	26,310.18	51,789.82	0.00
47000 - Construction Services 547000		7,993,525.00	6,940,248.13	0.00	6,940,248.13	1,053,276.87	0.00
Posting Activity Total		8,081,625.00	6,966,130.63	10,427.68	6,976,558.31	1,105,066.69	0.00
001 - 05 subtotal:		8,081,625.00	6,966,130.63	10,427.68	6,976,558.31	1,105,066.69	0.00
005 - 05							
730160055	**Blackman Tank Replacement ($35M Bond 10/24/22) 2025-7141**						
33000 - Professional Services 533000		520,000.00	329,308.53	0.00	329,308.53	189,366.47	1,325.00
33031 - Misc-Legal Exp 533031		15,000.00	9,500.00	0.00	9,500.00	0.00	5,500.00
47000 - Construction Services 547000		6,440,000.00	3,431,314.78	0.00	3,431,314.78	3,008,685.22	0.00
Posting Activity Total		6,975,000.00	3,770,123.31	0.00	3,770,123.31	3,198,051.69	6,825.00
005 - 05 subtotal:		6,975,000.00	3,770,123.31	0.00	3,770,123.31	3,198,051.69	6,825.00
010 - 05							
730160105	**WTP-Eversource-Second Power Source ($35M Bond 10/24/22)**						
47000 - Construction Services 547000		691,500.00	691,500.00	0.00	691,500.00	0.00	0.00
Posting Activity Total		691,500.00	691,500.00	0.00	691,500.00	0.00	0.00
010 - 05 subtotal:		691,500.00	691,500.00	0.00	691,500.00	0.00	0.00
015 - 05							
730160155	**West Main Street Utility Improvements ($35M Bond 10/24/22)**						
33016 - Engineering 533016		787,000.00	774,766.57	0.00	774,766.57	12,233.43	0.00
Posting Activity Total		787,000.00	774,766.57	0.00	774,766.57	12,233.43	0.00
015 - 05 subtotal:		787,000.00	774,766.57	0.00	774,766.57	12,233.43	0.00
020 - 05							
730160205	**North Main PS Upgrades ($35M Bond 10/24/22) 2025-7140**						
33000 - Professional Services 533000		375,000.00	144,638.16	0.00	144,638.16	228,475.84	1,886.00
33031 - Misc-Legal Exp 533031		0.00	9,500.00	0.00	9,500.00	0.00	-9,500.00
47000 - Construction Services 547000		4,750,000.00	3,223,786.99	0.00	3,223,786.99	1,499,499.01	26,714.00
Posting Activity Total		5,125,000.00	3,377,925.15	0.00	3,377,925.15	1,727,974.85	19,100.00
020 - 05 subtotal:		5,125,000.00	3,377,925.15	0.00	3,377,925.15	1,727,974.85	19,100.00
025 - 05							
730160255	**3rd Water Trans Slip Lining ($35M Bond 10/24/22) 2025-7139**						
33000 - Professional Services 533000		500,000.00	173,495.75	0.00	173,495.75	22,504.25	304,000.00
33031 - Misc-Legal Exp 533031		0.00	9,500.00	0.00	9,500.00	0.00	-9,500.00

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ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-BOND2, WPC-BOND, WPC-BOND1, WPC-BOND2, WPC-CIF, WATER-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

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Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: WATER-BOND1							
000 Water-Bond Projects1							
025 - 05							
47000 - Construction Services 547000		12,480,000.00	11,269,530.18	0.00	11,269,530.18	1,049,920.32	160,549.50
71010 - Operations Equipment-Mi 571010		20,000.00	0.00	0.00	0.00	0.00	20,000.00
Posting Activity Total		13,000,000.00	11,452,525.93	0.00	11,452,525.93	1,072,424.57	475,049.50
025 - 05 subtotal:		13,000,000.00	11,452,525.93	0.00	11,452,525.93	1,072,424.57	475,049.50
999 - 05							
730169995	**WATER Bond Unallocated ($35M Bond 10/24/22)**						
1 - General Appropriation 500000		339,875.00	0.00	0.00	0.00	0.00	339,875.00
Posting Activity Total		339,875.00	0.00	0.00	0.00	0.00	339,875.00
999 - 05 subtotal:		339,875.00	0.00	0.00	0.00	0.00	339,875.00
000 subtotal:		35,000,000.00	27,032,971.59	10,427.68	27,043,399.27	7,115,751.23	840,849.50

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BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-BOND2, WPC-BOND, WPC-BOND1, WPC-BOND2, WPC-CIF, WATER-CIF

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Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
WATER-BOND1 subtotal:		*35,000,000.00*	27,032,971.59	10,427.68	*27,043,399.27*	*7,115,751.23*	*840,849.50*

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BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-BOND2, WPC-BOND, WPC-BOND1, WPC-BOND2, WPC-CIF, WATER-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

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Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: WATER-BOND2							
000 Water-Bond Projects2							
001 - 05							
730170015	**Water Bond-West Main Street Improvements ($13M Bond 8/11/25)**						
47000 - Construction Services 547000		13,000,000.00	0.00	0.00	0.00	0.00	13,000,000.00
Posting Activity Total		13,000,000.00	0.00	0.00	0.00	0.00	13,000,000.00
001 - 05 subtotal:		13,000,000.00	0.00	0.00	0.00	0.00	13,000,000.00
000 subtotal:		13,000,000.00	0.00	0.00	0.00	0.00	13,000,000.00

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BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-BOND2, WPC-BOND, WPC-BOND1, WPC-BOND2, WPC-CIF, WATER-CIF

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Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
WATER-BOND2 subtotal:		*13,000,000.00*	0.00	0.00	*0.00*	*0.00*	*13,000,000.00*

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BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-BOND2, WPC-BOND, WPC-BOND1, WPC-BOND2, WPC-CIF, WATER-CIF

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Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: WATER-CIF							
000 Water-CIF Other Funding							
039 - 05							
730250395	**WTP Upgrade and Repairs**						
47000 - Construction Services 547000		435,000.00	409,780.98	0.00	409,780.98	8,930.00	16,289.02
Posting Activity Total		435,000.00	409,780.98	0.00	409,780.98	8,930.00	16,289.02
039 - 05 subtotal:		435,000.00	409,780.98	0.00	409,780.98	8,930.00	16,289.02
044 - 05							
730250445	**Pump Station Generators**						
71014 - Generator & Switchgear 571014		200,000.00	143,100.00	0.00	143,100.00	0.00	56,900.00
Posting Activity Total		200,000.00	143,100.00	0.00	143,100.00	0.00	56,900.00
044 - 05 subtotal:		200,000.00	143,100.00	0.00	143,100.00	0.00	56,900.00
048 - 05							
730250485	**Vehicles**						
74009 - Vehicles-Misc 574009		3,430,733.92	2,455,901.28	0.00	2,455,901.28	219,814.41	755,018.23
Posting Activity Total		3,430,733.92	2,455,901.28	0.00	2,455,901.28	219,814.41	755,018.23
048 - 05 subtotal:		3,430,733.92	2,455,901.28	0.00	2,455,901.28	219,814.41	755,018.23
053 - 05							
730250535	**Water Emergency Repairs**						
47000 - Construction Services 547000		7,626,193.79	7,192,267.08	-230,735.66	6,961,531.42	51,739.08	612,923.29
Posting Activity Total		7,626,193.79	7,192,267.08	-230,735.66	6,961,531.42	51,739.08	612,923.29
053 - 05 subtotal:		7,626,193.79	7,192,267.08	-230,735.66	6,961,531.42	51,739.08	612,923.29
061 - 05							
730250615	**Repairs of HVAC System East Aurora Building**						
75411 - HVAC 575411		85,000.00	74,243.00	0.00	74,243.00	0.00	10,757.00
Posting Activity Total		85,000.00	74,243.00	0.00	74,243.00	0.00	10,757.00
061 - 05 subtotal:		85,000.00	74,243.00	0.00	74,243.00	0.00	10,757.00
062 - 05							
730250625	**Paving**						
43010 - Resurface Streets 543010		1,625,000.00	1,374,950.00	30,362.64	1,405,312.64	219,687.36	0.00
Posting Activity Total		1,625,000.00	1,374,950.00	30,362.64	1,405,312.64	219,687.36	0.00
062 - 05 subtotal:		1,625,000.00	1,374,950.00	30,362.64	1,405,312.64	219,687.36	0.00
066 - 05							
730250665	**Hill St. Pressure Reducing Valve Station Upgrade**						
47000 - Construction Services 547000		24,263.14	24,263.14	0.00	24,263.14	0.00	0.00
Posting Activity Total		24,263.14	24,263.14	0.00	24,263.14	0.00	0.00
066 - 05 subtotal:		24,263.14	24,263.14	0.00	24,263.14	0.00	0.00

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Activity Detail - Capital projects

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ACTIVITY GROUP: WATER-CIF							
000 Water-CIF Other Funding							
067 - 05							
730250675	**East Aurora Office- Computer/Technical Upgrades**						
70500 - Computer Equipment 570500		100,000.00	47,861.67	0.00	47,861.67	0.00	52,138.33
Posting Activity Total		100,000.00	47,861.67	0.00	47,861.67	0.00	52,138.33
067 - 05 subtotal:		100,000.00	47,861.67	0.00	47,861.67	0.00	52,138.33
068 - 05							
730250685	**Fuel Management System Upgrade**						
71010 - Operations Equipment-Mi 571010		98,119.11	98,119.11	0.00	98,119.11	0.00	0.00
Posting Activity Total		98,119.11	98,119.11	0.00	98,119.11	0.00	0.00
068 - 05 subtotal:		98,119.11	98,119.11	0.00	98,119.11	0.00	0.00
069 - 05							
730250695	**Demolition/Removal of Decommissioned Buildings**						
47006 - Demolition 547006		60,000.00	31,585.00	0.00	31,585.00	0.00	28,415.00
Posting Activity Total		60,000.00	31,585.00	0.00	31,585.00	0.00	28,415.00
069 - 05 subtotal:		60,000.00	31,585.00	0.00	31,585.00	0.00	28,415.00
071 - 05							
730250715	**Flowmeters**						
71010 - Operations Equipment-Mi 571010		250,000.00	87,856.00	0.00	87,856.00	0.00	162,144.00
Posting Activity Total		250,000.00	87,856.00	0.00	87,856.00	0.00	162,144.00
071 - 05 subtotal:		250,000.00	87,856.00	0.00	87,856.00	0.00	162,144.00
072 - 05							
730250725	**RF Water Meter Upgrade**						
70504 - Software 570504		28,428.00	28,428.00	0.00	28,428.00	0.00	0.00
71010 - Operations Equipment-Mi 571010		81,952.00	48,451.27	0.00	48,451.27	33,500.00	0.73
75404 - Water Meters 575404		614,620.00	449,996.87	0.00	449,996.87	0.00	164,623.13
Posting Activity Total		725,000.00	526,876.14	0.00	526,876.14	33,500.00	164,623.86
072 - 05 subtotal:		725,000.00	526,876.14	0.00	526,876.14	33,500.00	164,623.86
073 - 05							
730250735	**Earthen Material Storage Shed-Operations Facility**						
71010 - Operations Equipment-Mi 571010		300,000.00	289,808.00	0.00	289,808.00	0.00	10,192.00
Posting Activity Total		300,000.00	289,808.00	0.00	289,808.00	0.00	10,192.00
073 - 05 subtotal:		300,000.00	289,808.00	0.00	289,808.00	0.00	10,192.00
074 - 05							
730250745	**Lead Service Inventory**						
33000 - Professional Services 533000		100,000.00	0.00	0.00	0.00	0.00	100,000.00

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ACTIVITY GROUP: WATER-CIF							
000 Water-CIF Other Funding							
074 - 05							
Posting Activity Total		100,000.00	0.00	0.00	0.00	0.00	100,000.00
074 - 05 subtotal:		100,000.00	0.00	0.00	0.00	0.00	100,000.00
075 - 05							
730250755	**Insertion Valves Installation**						
71010 - Operations Equipment-Mi 571010		25,000.00	22,733.08	0.00	22,733.08	0.00	2,266.92
Posting Activity Total		25,000.00	22,733.08	0.00	22,733.08	0.00	2,266.92
075 - 05 subtotal:		25,000.00	22,733.08	0.00	22,733.08	0.00	2,266.92
076 - 05							
730250765	**Water Audit/Survey**						
33000 - Professional Services 533000		99,500.00	49,500.00	0.00	49,500.00	0.00	50,000.00
Posting Activity Total		99,500.00	49,500.00	0.00	49,500.00	0.00	50,000.00
076 - 05 subtotal:		99,500.00	49,500.00	0.00	49,500.00	0.00	50,000.00
077 - 05							
730250775	**Design, Engineering & Monitoring of Capital Projects**						
33000 - Professional Services 533000		230,000.00	88,101.00	0.00	88,101.00	9,812.14	132,086.86
Posting Activity Total		230,000.00	88,101.00	0.00	88,101.00	9,812.14	132,086.86
077 - 05 subtotal:		230,000.00	88,101.00	0.00	88,101.00	9,812.14	132,086.86
078 - 05							
730250785	**FY26 Water Vehicles (335/313/325/327/345/340 WBY)**						
74000 - Dump Trucks 574000		120,000.00	0.00	0.00	0.00	120,255.20	-255.20
74002 - Light Trucks 574002		290,000.00	0.00	0.00	0.00	304,516.13	-14,516.13
74009 - Vehicles-Misc 574009		150,000.00	0.00	0.00	0.00	0.00	150,000.00
Posting Activity Total		560,000.00	0.00	0.00	0.00	424,771.33	135,228.67
078 - 05 subtotal:		560,000.00	0.00	0.00	0.00	424,771.33	135,228.67
079 - 05							
730250795	**FY27 Vehicles (341/336/348/331 WBY)**						
74002 - Light Trucks 574002		140,000.00	0.00	0.00	0.00	0.00	140,000.00
74003 - Mobile Equipment 574003		210,000.00	0.00	0.00	0.00	0.00	210,000.00
74009 - Vehicles-Misc 574009		48,000.00	0.00	0.00	0.00	0.00	48,000.00
Posting Activity Total		398,000.00	0.00	0.00	0.00	0.00	398,000.00
079 - 05 subtotal:		398,000.00	0.00	0.00	0.00	0.00	398,000.00
999 - 05							
730259995	**Water Unallocated**						
1 - General Appropriation 500000		2,051,203.98	0.00	0.00	0.00	0.00	2,051,203.98

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ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-BOND2, WPC-BOND, WPC-BOND1, WPC-BOND2, WPC-CIF, WATER-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Activity Detail - Capital projects

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Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: WATER-CIF							
000 Water-CIF Other Funding							
999 - 05							
Posting Activity Total		2,051,203.98	0.00	0.00	0.00	0.00	2,051,203.98
999 - 05 subtotal:		2,051,203.98	0.00	0.00	0.00	0.00	2,051,203.98
000 subtotal:		18,423,013.94	12,916,945.48	-200,373.02	12,716,572.46	968,254.32	4,738,187.16

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BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-BOND2, WPC-BOND, WPC-BOND1, WPC-BOND2, WPC-CIF, WATER-CIF

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Activity Detail - Capital projects

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Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
WATER-CIF subtotal:		*18,423,013.94*	12,916,945.48	-200,373.02	*12,716,572.46*	*968,254.32*	*4,738,187.16*

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ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-BOND2, WPC-BOND, WPC-BOND1, WPC-BOND2, WPC-CIF, WATER-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

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Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: WPC-BOND							
000 WPC-Bond Projects							
001 - 05							
715000015	**Pump Stations General Upgrade ($10.325M Bond 5/11/15)**						
75504 - Pump Stations 575504		645,067.32	645,067.32	0.00	645,067.32	0.00	0.00
Posting Activity Total		645,067.32	645,067.32	0.00	645,067.32	0.00	0.00
001 - 05 subtotal:		645,067.32	645,067.32	0.00	645,067.32	0.00	0.00
002 - 05							
715000025	**Gen'l Sanitary Collection Sys Imp ($10.325M Bond 5/11/15)**						
33016 - Engineering 533016		101,084.52	101,084.52	0.00	101,084.52	0.00	0.00
47000 - Construction Services 547000		240,487.09	190,278.30	0.00	190,278.30	50,208.79	0.00
71010 - Operations Equipment-Mi 571010		31,951.85	31,951.85	0.00	31,951.85	0.00	0.00
Posting Activity Total		373,523.46	323,314.67	0.00	323,314.67	50,208.79	0.00
002 - 05 subtotal:		373,523.46	323,314.67	0.00	323,314.67	50,208.79	0.00
003 - 05							
715000035	**Manhole Repairs ($10.325M Bond 5/11/15)**						
43010 - Resurface Streets 543010		334,153.88	329,047.91	0.00	329,047.91	3,784.72	1,321.25
Posting Activity Total		334,153.88	329,047.91	0.00	329,047.91	3,784.72	1,321.25
003 - 05 subtotal:		334,153.88	329,047.91	0.00	329,047.91	3,784.72	1,321.25
010 - 05							
715000105	**Plant Building Improvements ($10.325M Bond 5/11/15)**						
75501 - Building Improvements 575501		375,328.00	375,328.00	0.00	375,328.00	0.00	0.00
Posting Activity Total		375,328.00	375,328.00	0.00	375,328.00	0.00	0.00
010 - 05 subtotal:		375,328.00	375,328.00	0.00	375,328.00	0.00	0.00
011 - 05							
715000115	**Plant Electrical Equip Improvements ($10.325M Bond 5/11/15)**						
43001 - Repair-Electrical 543001		98,262.00	98,262.00	0.00	98,262.00	0.00	0.00
Posting Activity Total		98,262.00	98,262.00	0.00	98,262.00	0.00	0.00
011 - 05 subtotal:		98,262.00	98,262.00	0.00	98,262.00	0.00	0.00
012 - 05							
715000125	**Plant SCADA Upgrades ($10.325M Bond 5/11/15)**						
43026 - SCADA 543026		47,520.00	47,520.00	0.00	47,520.00	0.00	0.00
Posting Activity Total		47,520.00	47,520.00	0.00	47,520.00	0.00	0.00
012 - 05 subtotal:		47,520.00	47,520.00	0.00	47,520.00	0.00	0.00
014 - 05							
715000145	**SCADA at Pump Stations (FY20-CIP) ($10.325M Bond 5/11/15)**						
33000 - Professional Services 533000		5,000.00	0.00	0.00	0.00	3,880.00	1,120.00

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ACTIVITY GROUP: WPC-BOND							
000 WPC-Bond Projects							
014 - 05							
33016 - Engineering 533016		199,804.40	177,658.21	0.00	177,658.21	0.00	22,146.19
43026 - SCADA 543026		1,385,195.60	1,393,387.92	0.00	1,393,387.92	11,612.08	-19,804.40
Posting Activity Total		1,590,000.00	1,571,046.13	0.00	1,571,046.13	15,492.08	3,461.79
014 - 05 subtotal:		1,590,000.00	1,571,046.13	0.00	1,571,046.13	15,492.08	3,461.79
016 - 05							
715000165	**Trough Conversion Sec 5-8 FY20&21-CIP $10.325M Bond 5/11/15**						
33016 - Engineering 533016		56,199.64	56,199.64	0.00	56,199.64	0.00	0.00
47000 - Construction Services 547000		3,389,241.98	3,389,241.98	0.00	3,389,241.98	0.00	0.00
Posting Activity Total		3,445,441.62	3,445,441.62	0.00	3,445,441.62	0.00	0.00
016 - 05 subtotal:		3,445,441.62	3,445,441.62	0.00	3,445,441.62	0.00	0.00
017 - 05							
715000175	**Network & Fire Alarm Sys (FY21-CIP) ($10.325M Bond 5/11/15)**						
33000 - Professional Services 533000		0.00	0.00	0.00	0.00	3,500.00	-3,500.00
33016 - Engineering 533016		123,520.00	104,987.65	0.00	104,987.65	0.00	18,532.35
47000 - Construction Services 547000		736,480.00	717,080.53	0.00	717,080.53	0.00	19,399.47
Posting Activity Total		860,000.00	822,068.18	0.00	822,068.18	3,500.00	34,431.82
017 - 05 subtotal:		860,000.00	822,068.18	0.00	822,068.18	3,500.00	34,431.82
018 - 05							
715000185	**UV Equipment Replacement (FY21-CIP) ($10.325M Bond 5/11/15)**						
33016 - Engineering 533016		163,444.00	135,834.68	0.00	135,834.68	0.00	27,609.32
47000 - Construction Services 547000		1,336,556.00	1,348,172.00	0.00	1,348,172.00	0.00	-11,616.00
Posting Activity Total		1,500,000.00	1,484,006.68	0.00	1,484,006.68	0.00	15,993.32
018 - 05 subtotal:		1,500,000.00	1,484,006.68	0.00	1,484,006.68	0.00	15,993.32
019 - 05							
715000195	**AT Blower & DO Controls (FY21-CIP) ($10.325M Bond 5/11/15)**						
33016 - Engineering 533016		410,000.00	323,593.67	0.00	323,593.67	7,500.00	78,906.33
47000 - Construction Services 547000		0.00	0.00	0.00	0.00	0.00	0.00
Posting Activity Total		410,000.00	323,593.67	0.00	323,593.67	7,500.00	78,906.33
019 - 05 subtotal:		410,000.00	323,593.67	0.00	323,593.67	7,500.00	78,906.33
020 - 05							
715000205	**WPC Plant - Service Elevator Replace ($10.325M Bond 5/11/15)**						
33016 - Engineering 533016		10,000.00	0.00	0.00	0.00	0.00	10,000.00
47000 - Construction Services 547000		340,000.00	319,718.50	0.00	319,718.50	12,487.00	7,794.50
Posting Activity Total		350,000.00	319,718.50	0.00	319,718.50	12,487.00	17,794.50

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ACTIVITY GROUP: WPC-BOND							
000 WPC-Bond Projects							
020 - 05 subtotal:		350,000.00	319,718.50	0.00	319,718.50	12,487.00	17,794.50
021 - 05							
715000215	**WPC Plant - Processing Improvements ($10.325M Bond 5/11/15)**						
71010 - Operations	Equipment-Mi 571010	21,897.00	21,897.00	0.00	21,897.00	0.00	0.00
Posting Activity Total		21,897.00	21,897.00	0.00	21,897.00	0.00	0.00
021 - 05 subtotal:		21,897.00	21,897.00	0.00	21,897.00	0.00	0.00
022 - 05							
715000225	**West Main St. Utility Improvements ($10.325M Bond 5/11/15)**						
33016 - Engineering	533016	270,000.00	0.00	0.00	0.00	270,000.00	0.00
Posting Activity Total		270,000.00	0.00	0.00	0.00	270,000.00	0.00
022 - 05 subtotal:		270,000.00	0.00	0.00	0.00	270,000.00	0.00
999 - 05							
715009995	**WPC Bond Unallocated ($10.325M Bond 5/11/15)**						
1 - General Appropriation	500000	3,806.72	0.00	0.00	0.00	0.00	3,806.72
Posting Activity Total		3,806.72	0.00	0.00	0.00	0.00	3,806.72
999 - 05 subtotal:		3,806.72	0.00	0.00	0.00	0.00	3,806.72
000 subtotal:		10,325,000.00	9,806,311.68	0.00	9,806,311.68	362,972.59	155,715.73

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WPC-BOND subtotal:		*10,325,000.00*	9,806,311.68	0.00	*9,806,311.68*	*362,972.59*	*155,715.73*

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BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-BOND2, WPC-BOND, WPC-BOND1, WPC-BOND2, WPC-CIF, WATER-CIF

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Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: WPC-BOND1							
000 WPC-Bond Projects1							
001 - 05							
715100015	**WPC Phosphorus Reduction Upgrade**						
33006 - Architectural/Design 533006		1,522,900.00	1,512,963.05	0.00	1,512,963.05	0.00	9,936.95
33011 - Legal Exp & Court Fees 533011		250,000.00	35,612.92	0.00	35,612.92	0.00	214,387.08
33028 - Project Management 533028		2,124,030.00	2,643,068.16	0.00	2,643,068.16	0.00	-519,038.16
33033 - Debt Issuance Costs 533033		100,000.00	0.00	0.00	0.00	0.00	100,000.00
47000 - Construction Services 547000		27,307,535.00	27,306,822.05	0.00	27,306,822.05	0.00	712.95
59106 - Equipment 559106		200,000.00	167,070.00	0.00	167,070.00	0.00	32,930.00
69501 - Chemicals 569501		352,000.00	351,180.00	0.00	351,180.00	0.00	820.00
71011 - Equipment Rental 571011		50,000.00	85,215.92	0.00	85,215.92	0.00	-35,215.92
92002 - Interest - General 592002		650,000.00	0.00	0.00	0.00	0.00	650,000.00
99001 - Contingent Appropriatio 599001		1,986,463.00	0.00	0.00	0.00	0.00	1,986,463.00
99008 - Construction Contingency		45,535.00	0.00	0.00	0.00	0.00	45,535.00
Posting Activity Total		34,588,463.00	32,101,932.10	0.00	32,101,932.10	0.00	2,486,530.90
001 - 05 subtotal:		34,588,463.00	32,101,932.10	0.00	32,101,932.10	0.00	2,486,530.90
002 - 05							
715100025	**Ferric Trial**						
33016 - Engineering 533016		111,537.00	109,168.84	0.00	109,168.84	0.00	2,368.16
Posting Activity Total		111,537.00	109,168.84	0.00	109,168.84	0.00	2,368.16
002 - 05 subtotal:		111,537.00	109,168.84	0.00	109,168.84	0.00	2,368.16
003 - 05							
715100035	**Service Building Replacement**						
33037 - Good Jobs Oversight 533037		7,500.00	5,409.74	0.00	5,409.74	0.00	2,090.26
47000 - Construction Services 547000		4,525,000.00	4,294,817.53	0.00	4,294,817.53	220,454.47	9,728.00
99001 - Contingent Appropriatio 599001		467,500.00	0.00	0.00	0.00	0.00	467,500.00
Posting Activity Total		5,000,000.00	4,300,227.27	0.00	4,300,227.27	220,454.47	479,318.26
003 - 05 subtotal:		5,000,000.00	4,300,227.27	0.00	4,300,227.27	220,454.47	479,318.26
004 - 05							
715100045	**Chemical Building Repairs**						
47000 - Construction Services 547000		300,000.00	0.00	0.00	0.00	298,850.00	1,150.00
Posting Activity Total		300,000.00	0.00	0.00	0.00	298,850.00	1,150.00
004 - 05 subtotal:		300,000.00	0.00	0.00	0.00	298,850.00	1,150.00
000 subtotal:		40,000,000.00	36,511,328.21	0.00	36,511,328.21	519,304.47	2,969,367.32

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WPC-BOND1 subtotal:		*40,000,000.00*	36,511,328.21	0.00	*36,511,328.21*	*519,304.47*	*2,969,367.32*

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ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-BOND2, WPC-BOND, WPC-BOND1, WPC-BOND2, WPC-CIF, WATER-CIF

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ACTIVITY GROUP: WPC-BOND2							
000 WPC-Bond Projects2							
001 - 05							
715150015	**Sewer Bond-West Main Street Improvements ($5M Bond 8/11/25)**						
47000 - Construction Services 547000		5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00
Posting Activity Total		5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00
001 - 05 subtotal:		5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00
000 subtotal:		5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00

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BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-BOND2, WPC-BOND, WPC-BOND1, WPC-BOND2, WPC-CIF, WATER-CIF

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Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
WPC-BOND2 subtotal:		*5,000,000.00*	0.00	0.00	*0.00*	*0.00*	*5,000,000.00*

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ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-BOND2, WPC-BOND, WPC-BOND1, WPC-BOND2, WPC-CIF, WATER-CIF

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Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: WPC-CIF							
000 WPC-CIF Other Funding							
082 - 05							
712000825	**SS Evaluation System for Sewer Sheds 2 & 3 (CMOM)**						
33000 - Professional Services 533000		2,170,000.00	811,057.51	0.00	811,057.51	0.00	1,358,942.49
33016 - Engineering 533016		380,000.00	561,785.58	0.00	561,785.58	139,486.86	-321,272.44
43020 - Repair and Maintenance- 543020		200,000.00	198,318.28	0.00	198,318.28	94,041.05	-92,359.33
47000 - Construction Services 547000		500,000.00	176,719.61	0.00	176,719.61	14,200.39	309,080.00
Posting Activity Total		3,250,000.00	1,747,880.98	0.00	1,747,880.98	247,728.30	1,254,390.72
082 - 05 subtotal:		3,250,000.00	1,747,880.98	0.00	1,747,880.98	247,728.30	1,254,390.72
083 - 05							
712000835	**Collections - Sanitary Sewer Repairs (FY20 thru FY26 CIP)**						
33016 - Engineering 533016		23,238.00	22,914.11	0.00	22,914.11	323.89	0.00
43020 - Repair and Maintenance- 543020		1,476,762.00	940,527.53	0.00	940,527.53	408,976.91	127,257.56
Posting Activity Total		1,500,000.00	963,441.64	0.00	963,441.64	409,300.80	127,257.56
083 - 05 subtotal:		1,500,000.00	963,441.64	0.00	963,441.64	409,300.80	127,257.56
084 - 05							
712000845	**Collections - Manhole Repairs (FY20 thru FY26 CIP)**						
33016 - Engineering 533016		0.00	0.00	0.00	0.00	0.00	0.00
43020 - Repair and Maintenance- 543020		700,000.00	574,771.28	0.00	574,771.28	47,467.00	77,761.72
Posting Activity Total		700,000.00	574,771.28	0.00	574,771.28	47,467.00	77,761.72
084 - 05 subtotal:		700,000.00	574,771.28	0.00	574,771.28	47,467.00	77,761.72
085 - 05							
712000855	**WWTP - Security Improvements (FY20/FY21-CIP)**						
33016 - Engineering 533016		206,803.64	188,573.12	0.00	188,573.12	1,786.86	16,443.66
45013 - Security/Safety 545013		747,500.00	0.00	0.00	0.00	0.00	747,500.00
Posting Activity Total		954,303.64	188,573.12	0.00	188,573.12	1,786.86	763,943.66
085 - 05 subtotal:		954,303.64	188,573.12	0.00	188,573.12	1,786.86	763,943.66
087 - 05							
712000875	**Collections Maintenance Bldg Imp (FY20-CIP)**						
33016 - Engineering 533016		75,000.00	54,706.08	0.00	54,706.08	0.00	20,293.92
47000 - Construction Services 547000		0.00	0.00	0.00	0.00	0.00	0.00
Posting Activity Total		75,000.00	54,706.08	0.00	54,706.08	0.00	20,293.92
087 - 05 subtotal:		75,000.00	54,706.08	0.00	54,706.08	0.00	20,293.92
089 - 05							
712000895	**Replace Generator PLC (FY20-CIP)**						
43026 - SCADA 543026		500,000.00	0.00	0.00	0.00	0.00	500,000.00

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ACTIVITY GROUP: WPC-CIF							
000 WPC-CIF Other Funding							
089 - 05							
Posting Activity Total		500,000.00	0.00	0.00	0.00	0.00	500,000.00
089 - 05 subtotal:		500,000.00	0.00	0.00	0.00	0.00	500,000.00
096 - 05							
712000965	**PS - Generator Replace CP, Taft Pt., Edgewater (FY21-CIP)**						
33016 - Engineering 533016		40,168.00	23,748.49	0.00	23,748.49	0.00	16,419.51
47000 - Construction Services 547000		425,832.00	419,303.74	0.00	419,303.74	0.00	6,528.26
Posting Activity Total		466,000.00	443,052.23	0.00	443,052.23	0.00	22,947.77
096 - 05 subtotal:		466,000.00	443,052.23	0.00	443,052.23	0.00	22,947.77
097 - 05							
712000975	**PS - Acess Hatch & Electrical Hickory Hill (FY21-CIP)**						
33016 - Engineering 533016		5,000.00	0.00	0.00	0.00	0.00	5,000.00
47000 - Construction Services 547000		95,000.00	0.00	0.00	0.00	0.00	95,000.00
Posting Activity Total		100,000.00	0.00	0.00	0.00	0.00	100,000.00
097 - 05 subtotal:		100,000.00	0.00	0.00	0.00	0.00	100,000.00
098 - 05							
712000985	**PS - Replace Piping Rock (FY21-CIP)**						
33000 - Professional Services 533000		0.00	3,500.00	0.00	3,500.00	7,250.00	-10,750.00
33016 - Engineering 533016		140,000.00	131,904.90	0.00	131,904.90	0.00	8,095.10
47000 - Construction Services 547000		1,710,000.00	1,548,899.39	0.00	1,548,899.39	116,147.61	44,953.00
Posting Activity Total		1,850,000.00	1,684,304.29	0.00	1,684,304.29	123,397.61	42,298.10
098 - 05 subtotal:		1,850,000.00	1,684,304.29	0.00	1,684,304.29	123,397.61	42,298.10
101 - 05							
712001015	**WWTP - Electrical Repairs Plant-Wide (FY21 thru FY26 CIP)**						
33016 - Engineering 533016		2,500.00	0.00	0.00	0.00	0.00	2,500.00
47000 - Construction Services 547000		169,945.00	91,695.69	0.00	91,695.69	0.00	78,249.31
75408 - Plant Equipment 575408		127,555.00	127,555.00	0.00	127,555.00	0.00	0.00
Posting Activity Total		300,000.00	219,250.69	0.00	219,250.69	0.00	80,749.31
101 - 05 subtotal:		300,000.00	219,250.69	0.00	219,250.69	0.00	80,749.31
105 - 05							
712001055	**WWTP - Secondary Sludge Pumps Replacement**						
33016 - Engineering 533016		165,000.00	162,314.81	0.00	162,314.81	154.19	2,531.00
47000 - Construction Services 547000		2,190,000.00	204,250.95	0.00	204,250.95	1,985,749.05	0.00
Posting Activity Total		2,355,000.00	366,565.76	0.00	366,565.76	1,985,903.24	2,531.00
105 - 05 subtotal:		2,355,000.00	366,565.76	0.00	366,565.76	1,985,903.24	2,531.00

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ACTIVITY GROUP: WPC-CIF							
000 WPC-CIF Other Funding							
106 - 05							
712001065	**WWTP - Grit Collection Equipment Replacement**						
33016 - Engineering 533016		125,000.00	119,979.20	0.00	119,979.20	176.70	4,844.10
47000 - Construction Services 547000		675,000.00	625,000.00	0.00	625,000.00	0.00	50,000.00
Posting Activity Total		800,000.00	744,979.20	0.00	744,979.20	176.70	54,844.10
106 - 05 subtotal:		800,000.00	744,979.20	0.00	744,979.20	176.70	54,844.10
107 - 05							
712001075	**PS - General & Emergency Repairs**						
43020 - Repair and Maintenance- 543020		300,000.00	91,525.00	0.00	91,525.00	0.00	208,475.00
Posting Activity Total		300,000.00	91,525.00	0.00	91,525.00	0.00	208,475.00
107 - 05 subtotal:		300,000.00	91,525.00	0.00	91,525.00	0.00	208,475.00
108 - 05							
712001085	**Collections - Sanitary Sewer Lining Material**						
43020 - Repair and Maintenance- 543020		250,000.00	28,000.00	0.00	28,000.00	0.00	222,000.00
Posting Activity Total		250,000.00	28,000.00	0.00	28,000.00	0.00	222,000.00
108 - 05 subtotal:		250,000.00	28,000.00	0.00	28,000.00	0.00	222,000.00
110 - 05							
712001105	**WWTP - General & Emergency Repairs**						
43020 - Repair and Maintenance- 543020		500,000.00	213,656.26	0.00	213,656.26	15,986.95	270,356.79
Posting Activity Total		500,000.00	213,656.26	0.00	213,656.26	15,986.95	270,356.79
110 - 05 subtotal:		500,000.00	213,656.26	0.00	213,656.26	15,986.95	270,356.79
114 - 05							
712001145	**WWTP - Replace Influent Bar Screens**						
75408 - Plant Equipment 575408		800,000.00	800,000.00	0.00	800,000.00	0.00	0.00
Posting Activity Total		800,000.00	800,000.00	0.00	800,000.00	0.00	0.00
114 - 05 subtotal:		800,000.00	800,000.00	0.00	800,000.00	0.00	0.00
116 - 05							
712001165	**WWTP - Administration Building Miscellaneous Repairs**						
43020 - Repair and Maintenance- 543020		250,000.00	0.00	0.00	0.00	0.00	250,000.00
Posting Activity Total		250,000.00	0.00	0.00	0.00	0.00	250,000.00
116 - 05 subtotal:		250,000.00	0.00	0.00	0.00	0.00	250,000.00
117 - 05							
712001175	**WWTP - Miscellaneous Equipment**						
75408 - Plant Equipment 575408		272,059.29	268,486.29	0.00	268,486.29	3,573.00	0.00
Posting Activity Total		272,059.29	268,486.29	0.00	268,486.29	3,573.00	0.00

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-BOND2, WPC-BOND, WPC-BOND1, WPC-BOND2, WPC-CIF, WATER-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 08/04/2026, 04:17:25PM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: WPC-CIF							
000 WPC-CIF Other Funding							
117 - 05 subtotal:		272,059.29	268,486.29	0.00	268,486.29	3,573.00	0.00
118 - 05							
712001185	**WWTP - Process Equipment Replacement**						
33000 - Professional Services 533000		0.00	0.00	0.00	0.00	4,500.00	-4,500.00
75408 - Plant Equipment 575408		8,250,000.00	8,233,790.00	0.00	8,233,790.00	11,528.00	4,682.00
Posting Activity Total		8,250,000.00	8,233,790.00	0.00	8,233,790.00	16,028.00	182.00
118 - 05 subtotal:		8,250,000.00	8,233,790.00	0.00	8,233,790.00	16,028.00	182.00
119 - 05							
712001195	**WWTP - Collections Building Roof Replacement**						
33000 - Professional Services 533000		5,000.47	823.97	0.00	823.97	4,176.50	0.00
47000 - Construction Services 547000		890,192.98	890,192.98	0.00	890,192.98	0.00	0.00
Posting Activity Total		895,193.45	891,016.95	0.00	891,016.95	4,176.50	0.00
119 - 05 subtotal:		895,193.45	891,016.95	0.00	891,016.95	4,176.50	0.00
121 - 05							
712001215	**WPC Emergency Repairs**						
47000 - Construction Services 547000		400,000.00	297,022.82	0.00	297,022.82	0.00	102,977.18
Posting Activity Total		400,000.00	297,022.82	0.00	297,022.82	0.00	102,977.18
121 - 05 subtotal:		400,000.00	297,022.82	0.00	297,022.82	0.00	102,977.18
122 - 05							
712001225	**WWTP - BFP Upgrades**						
75408 - Plant Equipment 575408		500,000.00	197,835.00	0.00	197,835.00	193,200.00	108,965.00
Posting Activity Total		500,000.00	197,835.00	0.00	197,835.00	193,200.00	108,965.00
122 - 05 subtotal:		500,000.00	197,835.00	0.00	197,835.00	193,200.00	108,965.00
123 - 05							
712001235	**Headworks Improvements**						
47000 - Construction Services 547000		1,370,331.00	976,012.41	0.00	976,012.41	394,318.59	0.00
Posting Activity Total		1,370,331.00	976,012.41	0.00	976,012.41	394,318.59	0.00
123 - 05 subtotal:		1,370,331.00	976,012.41	0.00	976,012.41	394,318.59	0.00
124 - 05							
712001245	**Sludge Incinerator Condition Assessment & Design**						
33000 - Professional Services 533000		200,000.00	107,718.62	0.00	107,718.62	40,191.38	52,090.00
33011 - Legal Exp & Court Fees 533011		100,000.00	23,006.75	0.00	23,006.75	0.00	76,993.25
33016 - Engineering 533016		200,000.00	131,854.14	0.00	131,854.14	18,007.44	50,138.42
Posting Activity Total		500,000.00	262,579.51	0.00	262,579.51	58,198.82	179,221.67
124 - 05 subtotal:		500,000.00	262,579.51	0.00	262,579.51	58,198.82	179,221.67

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
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LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-BOND2, WPC-BOND, WPC-BOND1, WPC-BOND2, WPC-CIF, WATER-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 08/04/2026, 04:17:25PM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: WPC-CIF							
000 WPC-CIF Other Funding							
125 - 05							
712001255	**Design, Engineering & Monitoring of Capital Projects**						
33000 - Professional Services 533000		119,000.00	45,252.49	0.00	45,252.49	375.00	73,372.51
33016 - Engineering 533016		861,000.00	108,935.99	0.00	108,935.99	1,899.61	750,164.40
Posting Activity Total		980,000.00	154,188.48	0.00	154,188.48	2,274.61	823,536.91
125 - 05 subtotal:		980,000.00	154,188.48	0.00	154,188.48	2,274.61	823,536.91
126 - 05							
712001265	**PS-Pump Station Improvements**						
47000 - Construction Services 547000		750,000.00	0.00	0.00	0.00	0.00	750,000.00
Posting Activity Total		750,000.00	0.00	0.00	0.00	0.00	750,000.00
126 - 05 subtotal:		750,000.00	0.00	0.00	0.00	0.00	750,000.00
127 - 05							
712001275	**WWTP-HVAC Building Upgrades Plant-Wide**						
47000 - Construction Services 547000		1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00
Posting Activity Total		1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00
127 - 05 subtotal:		1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00
128 - 05							
712001285	**WWTP-Boiler Replacement Plant-Wide**						
33016 - Engineering 533016		135,000.00	52,952.86	0.00	52,952.86	79,864.06	2,183.08
47000 - Construction Services 547000		365,000.00	0.00	0.00	0.00	0.00	365,000.00
Posting Activity Total		500,000.00	52,952.86	0.00	52,952.86	79,864.06	367,183.08
128 - 05 subtotal:		500,000.00	52,952.86	0.00	52,952.86	79,864.06	367,183.08
129 - 05							
712001295	**WWTP-Building Roof Repair/Replacement Plant-Wide**						
47000 - Construction Services 547000		1,000,000.00	676,691.85	0.00	676,691.85	76,808.15	246,500.00
Posting Activity Total		1,000,000.00	676,691.85	0.00	676,691.85	76,808.15	246,500.00
129 - 05 subtotal:		1,000,000.00	676,691.85	0.00	676,691.85	76,808.15	246,500.00
132 - 05							
712001325	**Replacement of Excavator**						
74009 - Vehicles-Misc 574009		300,000.00	262,084.00	0.00	262,084.00	6,658.00	31,258.00
Posting Activity Total		300,000.00	262,084.00	0.00	262,084.00	6,658.00	31,258.00
132 - 05 subtotal:		300,000.00	262,084.00	0.00	262,084.00	6,658.00	31,258.00
133 - 05							
712001335	**Collections-SSES Storm Sewer Separation**						
47000 - Construction Services 547000		500,000.00	0.00	0.00	0.00	0.00	500,000.00

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
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BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-BOND2, WPC-BOND, WPC-BOND1, WPC-BOND2, WPC-CIF, WATER-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 08/04/2026, 04:17:25PM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: WPC-CIF							
000 WPC-CIF Other Funding							
133 - 05							
Posting Activity Total		500,000.00	0.00	0.00	0.00	0.00	500,000.00
133 - 05 subtotal:		500,000.00	0.00	0.00	0.00	0.00	500,000.00
134 - 05							
712001345	**Replace F-350 PU Truck (303WBY) & Utility Truck (298WBY)**						
74009 - Vehicles-Misc 574009		200,000.00	139,884.90	0.00	139,884.90	0.00	60,115.10
Posting Activity Total		200,000.00	139,884.90	0.00	139,884.90	0.00	60,115.10
134 - 05 subtotal:		200,000.00	139,884.90	0.00	139,884.90	0.00	60,115.10
135 - 05							
712001355	**WWTP-Plantwide SCADA Upgrades (LAP- 1 - 4)**						
43026 - SCADA 543026		1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00
Posting Activity Total		1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00
135 - 05 subtotal:		1,000,000.00	0.00	0.00	0.00	0.00	1,000,000.00
136 - 05							
712001365	**WWTP-Targeted Facility Plans**						
33016 - Engineering 533016		200,000.00	44,607.50	0.00	44,607.50	155,342.50	50.00
Posting Activity Total		200,000.00	44,607.50	0.00	44,607.50	155,342.50	50.00
136 - 05 subtotal:		200,000.00	44,607.50	0.00	44,607.50	155,342.50	50.00
137 - 05							
712001375	**Incinerator Facility Rehabilitation**						
47000 - Construction Services 547000		1,500,000.00	0.00	0.00	0.00	0.00	1,500,000.00
Posting Activity Total		1,500,000.00	0.00	0.00	0.00	0.00	1,500,000.00
137 - 05 subtotal:		1,500,000.00	0.00	0.00	0.00	0.00	1,500,000.00
999 - 05							
712009995	**WPC Unallocated**						
1 - General Appropriation 500000		12,628,948.10	0.00	0.00	0.00	0.00	12,628,948.10
Posting Activity Total		12,628,948.10	0.00	0.00	0.00	0.00	12,628,948.10
999 - 05 subtotal:		12,628,948.10	0.00	0.00	0.00	0.00	12,628,948.10
000 subtotal:		47,696,835.48	20,577,859.10	0.00	20,577,859.10	3,822,189.69	23,296,786.69

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
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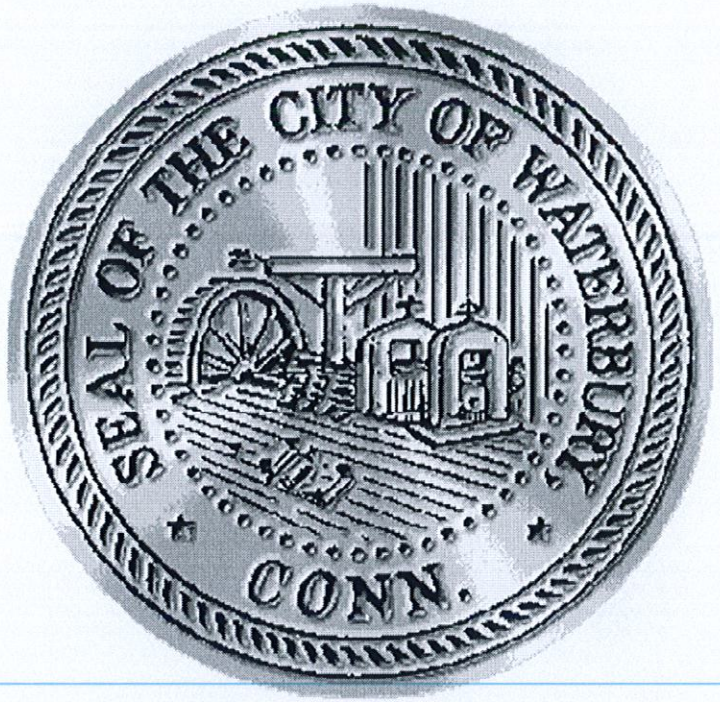
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): CP, WATER-BOND, WATER-BOND1, WATER-BOND2, WPC-BOND, WPC-BOND1, WPC-BOND2, WPC-CIF, WATER-CIF

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Activity Detail - Capital projects

Data as of 08/04/2026, 04:17:25PM

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
WPC-CIF subtotal:		*47,696,835.48*	20,577,859.10	0.00	*20,577,859.10*	*3,822,189.69*	*23,296,786.69*
Grand Total:		686,412,228.90	410,695,930.54	294,135.76	410,990,066.30	64,089,775.11	211,332,387.49



Non-Capital (NC)
Special Appropriation Projects

Quarterly Budget Status Report

August 4, 2026

City of Waterbury
FINANCE DEPARTMENT

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
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LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Activity Detail - Capital projects

Data as of 08/04/2026, 04:07:43PM

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
101 Arts & Tourism							
006 - 05	**Other NC Rev Other**						OTNC
550061015	**Arts & Tourism**						
77002 - Kitchen Equipment 577002		4,900.00	4,900.00	0.00	4,900.00	0.00	0.00
89017 - Arts & Tourism 589017		34,167.45	15,823.35	0.00	15,823.35	0.00	18,344.10
Posting Activity Total		39,067.45	20,723.35	0.00	20,723.35	0.00	18,344.10
006 - 05 subtotal:		39,067.45	20,723.35	0.00	20,723.35	0.00	18,344.10
010 - 05	**Other NC Rev Other**						OTNC
550161015	**Veterans Memorial Committee**						
1 - General Appropriation 500000		149,946.10	0.00	0.00	0.00	0.00	149,946.10
45016 - Building and Grounds-Mi 545016		0.00	11,970.00	0.00	11,970.00	0.00	-11,970.00
69022 - Operations-Misc 569022		0.00	134,451.68	0.00	134,451.68	0.00	-134,451.68
89011 - Veterans Day 589011		0.00	3,346.80	0.00	3,346.80	0.00	-3,346.80
Posting Activity Total		149,946.10	149,768.48	0.00	149,768.48	0.00	177.62
010 - 05 subtotal:		149,946.10	149,768.48	0.00	149,768.48	0.00	177.62
179 - 05	**Other NC Rev Other**						OTNC
550231015	**Senior Shuttle Funding**						
39012 - Outside Srvs-Operations 539012		1,260,000.00	1,059,353.59	0.00	1,059,353.59	44,635.83	156,010.58
91013 - Transfer to W. D. C. 591013		30,000.00	30,000.00	0.00	30,000.00	0.00	0.00
Posting Activity Total		1,290,000.00	1,089,353.59	0.00	1,089,353.59	44,635.83	156,010.58
179 - 05 subtotal:		1,290,000.00	1,089,353.59	0.00	1,089,353.59	44,635.83	156,010.58
215 - 05	**Other NC Rev Other**						OTNC
550271015	**BRASS Senior Center**						
53001 - Postage 553001		0.00	2,919.20	0.00	2,919.20	0.00	-2,919.20
59002 - Printing & Binding 559002		0.00	4,589.71	0.00	4,589.71	0.00	-4,589.71
69022 - Operations-Misc 569022		0.00	0.00	0.00	0.00	0.00	0.00
89012 - Senior Citizens Center 589012		65,000.00	57,469.11	0.00	57,469.11	0.00	7,530.89
Posting Activity Total		65,000.00	64,978.02	0.00	64,978.02	0.00	21.98
215 - 05 subtotal:		65,000.00	64,978.02	0.00	64,978.02	0.00	21.98
221 - 05	**Other NC Rev Other**						OTNC
550281015	**Community Senior Center**						
61502 - Electricity 561502		0.00	0.00	0.00	0.00	0.00	0.00
69022 - Operations-Misc 569022		35,000.00	67,214.01	0.00	67,214.01	0.00	-32,214.01
75000 - Furn, Fix, Equip 575000		155,592.00	123,369.51	0.00	123,369.51	0.00	32,222.49
Posting Activity Total		190,592.00	190,583.52	0.00	190,583.52	0.00	8.48

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
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BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Activity Detail - Capital projects

Data as of 08/04/2026, 04:07:43PM

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
101 Comm/Senior Center							
221 - 05 subtotal:		190,592.00	190,583.52	0.00	190,583.52	0.00	8.48
243 - 05	**Other NC Rev Other**						OTNC
550291015	**Senior Center Donations**						
64205 - Adult Programs 564205		16,987.85	2,033.57	0.00	2,033.57	7,350.00	7,604.28
69022 - Operations-Misc 569022		1,950.00	5,052.36	1,665.00	6,717.36	125.00	-4,892.36
71007 - Athletic Tools/Equipmen 571007		10,000.00	10,016.79	0.00	10,016.79	0.00	-16.79
Posting Activity Total		28,937.85	17,102.72	1,665.00	18,767.72	7,475.00	2,695.13
243 - 05 subtotal:		28,937.85	17,102.72	1,665.00	18,767.72	7,475.00	2,695.13
247 - 05	**Other NC Rev Other**						OTNC
550321015	**Waterbury Holiday Artisan Market**						
89008 - Holiday Activities 589008		76,044.05	68,066.31	0.00	68,066.31	100.00	7,877.74
Posting Activity Total		76,044.05	68,066.31	0.00	68,066.31	100.00	7,877.74
247 - 05 subtotal:		76,044.05	68,066.31	0.00	68,066.31	100.00	7,877.74
251 - 05	**Other NC Rev Other**						OTNC
550331015	**Outreach Grants and Environmental Measures**						
1 - General Appropriation 500000		23,688.53	0.00	0.00	0.00	0.00	23,688.53
Posting Activity Total		23,688.53	0.00	0.00	0.00	0.00	23,688.53
251 - 05 subtotal:		23,688.53	0.00	0.00	0.00	0.00	23,688.53
419 - 05	**Other NC Rev Other**						OTNC
550511015	**Waterbury Promise Program**						
53001 - Postage 553001		5,000.00	8,257.69	5.46	8,263.15	0.00	-3,263.15
59002 - Printing & Binding 559002		5,000.00	548.18	0.00	548.18	0.00	4,451.82
61200 - Office Supplies 561200		10,000.00	0.00	0.00	0.00	0.00	10,000.00
89056 - Waterbury Promise 589056		9,975,000.00	8,975,000.00	0.00	8,975,000.00	0.00	1,000,000.00
89201 - Mileage 589201		5,000.00	157.06	0.00	157.06	0.00	4,842.94
Posting Activity Total		10,000,000.00	8,983,962.93	5.46	8,983,968.39	0.00	1,016,031.61
419 - 05 subtotal:		10,000,000.00	8,983,962.93	5.46	8,983,968.39	0.00	1,016,031.61
465 - 05	**Other NC Rev Other**						OTNC
550531015	**Fair Rent Commission**						
1 - General Appropriation 500000		3,000.00	0.00	0.00	0.00	0.00	3,000.00
11600 - Temporary Employees		0.00	0.00	0.00	0.00	0.00	0.00
33000 - Professional Services 533000		0.00	0.00	0.00	0.00	1,500.00	-1,500.00
53001 - Postage 553001		0.00	672.12	57.86	729.98	0.00	-729.98
59002 - Printing & Binding 559002		0.00	37.10	0.00	37.10	0.00	-37.10
61206 - Office-Misc 561206		0.00	0.00	0.00	0.00	0.00	0.00

City of Waterbury - Activity Report - Current Year Versus Prior

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ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Activity Detail - Capital projects

Data as of 08/04/2026, 04:07:43PM

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
101 Fair Rent Commission							
465 - 05	**Other NC Rev Other**						OTNC
Posting Activity Total		3,000.00	709.22	57.86	767.08	1,500.00	732.92
465 - 05 subtotal:		3,000.00	709.22	57.86	767.08	1,500.00	732.92
486 - 05	**Other NC Rev Other**						OTNC
550591015	**ion BANK Fnd.-Senior Center 4/29/26-4/28/27**						
33000 - Professional Services 533000		5,000.00	2,500.00	0.00	2,500.00	1,625.00	875.00
Posting Activity Total		5,000.00	2,500.00	0.00	2,500.00	1,625.00	875.00
486 - 05 subtotal:		5,000.00	2,500.00	0.00	2,500.00	1,625.00	875.00
488 - 05	**Other NC Rev Other**						OTNC
550641015	**CCF Grant-Senior Center 1/1/25-12/31/25**						
64205 - Adult Programs 564205		12,000.00	11,524.99	0.00	11,524.99	0.00	475.01
Posting Activity Total		12,000.00	11,524.99	0.00	11,524.99	0.00	475.01
488 - 05 subtotal:		12,000.00	11,524.99	0.00	11,524.99	0.00	475.01
496 - 05	**Other NC Rev Other**						OTNC
370151015	**Community Development-Local**						
11500 - Salaries (Non BOE salaries)		135,000.00	131,950.91	5,727.55	137,678.46	0.00	-2,678.46
Posting Activity Total		135,000.00	131,950.91	5,727.55	137,678.46	0.00	-2,678.46
496 - 05 subtotal:		135,000.00	131,950.91	5,727.55	137,678.46	0.00	-2,678.46
101 subtotal:		12,018,275.98	10,731,224.04	7,455.87	10,738,679.91	55,335.83	1,224,260.24

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ACTIVITY GROUP(S): NCP

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Activity Detail - Capital projects

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Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
102 LitterControl & Beautification							
003 - 05	**Other NC Rev Other**						OTNC
550111025	**Litter Control & Beautification**						
53001 - Postage 553001		90.00	24.50	0.00	24.50	0.00	65.50
59001 - Advertising 559001		15,785.00	14,544.30	0.00	14,544.30	0.00	1,240.70
59002 - Printing & Binding 559002		930.00	951.62	0.00	951.62	0.00	-21.62
61206 - Office-Misc 561206		75.00	0.00	0.00	0.00	0.00	75.00
69000 - Other Supplies 569000		605.00	459.46	0.00	459.46	0.00	145.54
89201 - Mileage 589201		125.00	0.00	0.00	0.00	0.00	125.00
Posting Activity Total		17,610.00	15,979.88	0.00	15,979.88	0.00	1,630.12
003 - 05 subtotal:		17,610.00	15,979.88	0.00	15,979.88	0.00	1,630.12
102 subtotal:		17,610.00	15,979.88	0.00	15,979.88	0.00	1,630.12

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Activity Detail - Capital projects

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Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
104 Senior Center Donations							
243 - 05	**Other NC Rev Other**						OTNC
550291045	**CT Community Foundation BRASS FY18 through FY27**						
11500 - Salaries (Non BOE salaries)		9,000.00	9,000.00	0.00	9,000.00	0.00	0.00
11600 - Temporary Employees		39,637.00	39,637.00	0.00	39,637.00	0.00	0.00
23501 - Fringe Other - General 523501		563.00	563.00	0.00	563.00	0.00	0.00
64205 - Adult Programs 564205		8,500.00	0.00	0.00	0.00	300.00	8,200.00
Posting Activity Total		57,700.00	49,200.00	0.00	49,200.00	300.00	8,200.00
243 - 05 subtotal:		57,700.00	49,200.00	0.00	49,200.00	300.00	8,200.00
104 subtotal:		57,700.00	49,200.00	0.00	49,200.00	300.00	8,200.00

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Activity Detail - Capital projects

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Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
105 Senior Center Donations							
243 - 05	**Other NC Rev Other**						OTNC
550291055	**CT Community East Hill Woods**						
64205 - Adult Programs 564205		15,000.00	0.00	899.30	899.30	6,575.00	7,525.70
Posting Activity Total		15,000.00	0.00	899.30	899.30	6,575.00	7,525.70
243 - 05 subtotal:		15,000.00	0.00	899.30	899.30	6,575.00	7,525.70
105 subtotal:		15,000.00	0.00	899.30	899.30	6,575.00	7,525.70

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Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
110 City Fees-PreserveHistoric Doc							
005 - 05	**Other NC Rev Other**						OTNC
550051105	**City Fees-PreserveHistoric Doc**						
1 - General Appropriation 500000		863,575.42	0.00	0.00	0.00	0.00	863,575.42
11500 - Salaries (Non BOE salaries)		0.00	622,945.41	2,898.64	625,844.05	0.00	-625,844.05
58000 - Travel Expenses 558000		0.00	6,672.03	0.00	6,672.03	0.00	-6,672.03
59002 - Printing & Binding 559002		0.00	83,191.17	0.00	83,191.17	0.00	-83,191.17
61206 - Office-Misc 561206		0.00	8,562.69	0.00	8,562.69	0.00	-8,562.69
75200 - Office Equipment 575200		0.00	11,427.08	0.00	11,427.08	0.00	-11,427.08
75207 - Office Equipment-Misc 575207		0.00	36,355.96	0.00	36,355.96	0.00	-36,355.96
89104 - Refunds to Grantor 589104		0.00	1,450.00	0.00	1,450.00	0.00	-1,450.00
89800 - Registration & Fees 589800		0.00	800.00	0.00	800.00	0.00	-800.00
89900 - Dues & Publications 589900		0.00	9,568.76	0.00	9,568.76	0.00	-9,568.76
Posting Activity Total		863,575.42	780,973.10	2,898.64	783,871.74	0.00	79,703.68
005 - 05 subtotal:		863,575.42	780,973.10	2,898.64	783,871.74	0.00	79,703.68
110 subtotal:		863,575.42	780,973.10	2,898.64	783,871.74	0.00	79,703.68

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Activity Detail - Capital projects

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Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
113 Election Aid 2020							
392 - 05	**Other NC Rev Other**						OTNC
550471135	**Election Aid 2020 & 2022**						
11600 - Temporary Employees		15,000.00	5,950.24	0.00	5,950.24	0.00	9,049.76
11650 - Overtime		0.00	25,005.26	0.00	25,005.26	0.00	-25,005.26
53001 - Postage 553001		17,903.00	6,486.60	0.00	6,486.60	0.00	11,416.40
59002 - Printing & Binding 559002		37,109.61	30,090.18	0.00	30,090.18	0.00	7,019.43
61206 - Office-Misc 561206		5,000.00	21,295.50	0.00	21,295.50	0.00	-16,295.50
61219 - Citywide COVID-19 561219		21,000.00	2,621.67	0.00	2,621.67	0.00	18,378.33
Posting Activity Total		96,012.61	91,449.45	0.00	91,449.45	0.00	4,563.16
392 - 05 subtotal:		96,012.61	91,449.45	0.00	91,449.45	0.00	4,563.16
113 subtotal:		96,012.61	91,449.45	0.00	91,449.45	0.00	4,563.16

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Activity Detail - Capital projects

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Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
116 HR Recruiting & Testing							
393 - 05	**Other NC Rev Other**						OTNC
550481165	**Human Resources Recruiting & Testing**						
1 - General Appropriation 500000		100,000.00	0.00	0.00	0.00	0.00	100,000.00
33022 - Professional-Misc 533022		0.00	25,500.00	0.00	25,500.00	0.00	-25,500.00
39002 - Pre-Emp Physicals 539002		0.00	16,797.50	0.00	16,797.50	0.00	-16,797.50
59001 - Advertising 559001		0.00	9,758.39	0.00	9,758.39	0.00	-9,758.39
Posting Activity Total		100,000.00	52,055.89	0.00	52,055.89	0.00	47,944.11
393 - 05 subtotal:		100,000.00	52,055.89	0.00	52,055.89	0.00	47,944.11
473 - 05	**Other NC Rev Other**						OTNC
550581165	**Summer Internship Program**						
11600 - Temporary Employees		150,000.00	83,907.04	22,432.81	106,339.85	0.00	43,660.15
29003 - Meal Allowances 529003		0.00	4,323.40	0.00	4,323.40	0.00	-4,323.40
Posting Activity Total		150,000.00	88,230.44	22,432.81	110,663.25	0.00	39,336.75
473 - 05 subtotal:		150,000.00	88,230.44	22,432.81	110,663.25	0.00	39,336.75
116 subtotal:		250,000.00	140,286.33	22,432.81	162,719.14	0.00	87,280.86

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Activity Detail - Capital projects

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Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
119 Election Aid 2020							
392 - 05	**Other NC Rev Other**						OTNC
550471195	**Election Aid 2020-City Funded**						
1 - General Appropriation 500000		50,000.00	0.00	0.00	0.00	0.00	50,000.00
53001 - Postage 553001		0.00	29,710.51	0.00	29,710.51	0.00	-29,710.51
59002 - Printing & Binding 559002		0.00	13,442.50	0.00	13,442.50	0.00	-13,442.50
Posting Activity Total		50,000.00	43,153.01	0.00	43,153.01	0.00	6,846.99
392 - 05 subtotal:		50,000.00	43,153.01	0.00	43,153.01	0.00	6,846.99
507 - 03	**Other NC Rev State**						SDNC
550661193	**Early Voting 2025**						
1 - General Appropriation 500000		31,658.05	0.00	0.00	0.00	0.00	31,658.05
11600 - Temporary Employees		0.00	8,388.00	0.00	8,388.00	0.00	-8,388.00
11650 - Overtime		0.00	0.00	0.00	0.00	0.00	0.00
43033 - Service/Maintenance Con 543033		0.00	0.00	0.00	0.00	0.00	0.00
59002 - Printing & Binding 559002		0.00	10,666.15	0.00	10,666.15	0.00	-10,666.15
61206 - Office-Misc 561206		0.00	190.80	0.00	190.80	0.00	-190.80
75200 - Office Equipment 575200		0.00	12,413.10	0.00	12,413.10	0.00	-12,413.10
Posting Activity Total		31,658.05	31,658.05	0.00	31,658.05	0.00	0.00
507 - 03 subtotal:		31,658.05	31,658.05	0.00	31,658.05	0.00	0.00
521 - 03	**Other NC Rev State**						SDNC
550671193	**Early Voting 2026**						
1 - General Appropriation 500000		42,921.76	0.00	0.00	0.00	0.00	42,921.76
11600 - Temporary Employees		0.00	0.00	0.00	0.00	0.00	0.00
59002 - Printing & Binding 559002		0.00	0.00	0.00	0.00	0.00	0.00
61206 - Office-Misc 561206		0.00	0.00	0.00	0.00	0.00	0.00
75200 - Office Equipment 575200		0.00	0.00	0.00	0.00	0.00	0.00
Posting Activity Total		42,921.76	0.00	0.00	0.00	0.00	42,921.76
521 - 03 subtotal:		42,921.76	0.00	0.00	0.00	0.00	42,921.76
119 subtotal:		124,579.81	74,811.06	0.00	74,811.06	0.00	49,768.75

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Activity Detail - Capital projects

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Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
201 Emergency Relocation							
474 - 05	**Other NC Rev Other**						OTNC
563002015	**Emergency Relocation**						
89055 - Program Costs 589055		250,850.00	98,875.00	0.00	98,875.00	0.00	151,975.00
Posting Activity Total		250,850.00	98,875.00	0.00	98,875.00	0.00	151,975.00
474 - 05 subtotal:		250,850.00	98,875.00	0.00	98,875.00	0.00	151,975.00
477 - 05	**Other NC Rev Other**						OTNC
350202015	**Waterbury Land Bank**						
89058 - Waterbury Land Bank 589058		300,000.00	0.00	0.00	0.00	0.00	300,000.00
Posting Activity Total		300,000.00	0.00	0.00	0.00	0.00	300,000.00
477 - 05 subtotal:		300,000.00	0.00	0.00	0.00	0.00	300,000.00
490 - 05	**Other NC Rev Other**						OTNC
563252015	**Cannabis Sales Tax**						
1 - General Appropriation 500000		214,504.01	0.00	0.00	0.00	0.00	214,504.01
39009 - Training- Misc 539009		0.00	0.00	0.00	0.00	0.00	0.00
45014 - Buildings and Grounds S 545014		0.00	0.00	0.00	0.00	0.00	0.00
64204 - Young Adult Programs 564204		0.00	0.00	0.00	0.00	0.00	0.00
89007 - Youth Service System 589007		0.00	0.00	0.00	0.00	0.00	0.00
89041 - Program Support 589041		0.00	0.00	0.00	0.00	0.00	0.00
89054 - Community Awareness 589054		0.00	0.00	0.00	0.00	0.00	0.00
89055 - Program Costs 589055		0.00	0.00	0.00	0.00	0.00	0.00
Posting Activity Total		214,504.01	0.00	0.00	0.00	0.00	214,504.01
490 - 05 subtotal:		214,504.01	0.00	0.00	0.00	0.00	214,504.01
201 subtotal:		765,354.01	98,875.00	0.00	98,875.00	0.00	666,479.01

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Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
207 GASB 34 Implementation Fund							
012 - 05	**Other NC Rev Other**						OTNC
550182075	**Tax Sales Project**						
33022 - Professional-Misc 533022		448,416.98	405,746.70	0.00	405,746.70	0.00	42,670.28
45014 - Buildings and Grounds S 545014		0.00	3,191.72	0.00	3,191.72	0.00	-3,191.72
59001 - Advertising 559001		0.00	16,241.33	0.00	16,241.33	0.00	-16,241.33
Posting Activity Total		448,416.98	425,179.75	0.00	425,179.75	0.00	23,237.23
012 - 05 subtotal:		448,416.98	425,179.75	0.00	425,179.75	0.00	23,237.23
207 subtotal:		448,416.98	425,179.75	0.00	425,179.75	0.00	23,237.23

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Activity Detail - Capital projects

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ACTIVITY GROUP: NCP							
301 Federally Seized Asset Pgrm							
006 - 01	**Other NC Rev Federal**						FDNC
400753011	**Federally Seized Asset Pgrm**						
33032 - Banking & Invest Serv 533032		0.00	22.00	0.00	22.00	0.00	-22.00
39009 - Training- Misc 539009		0.00	21,795.00	0.00	21,795.00	0.00	-21,795.00
47010 - Acquisition Costs 547010		0.00	150,662.00	0.00	150,662.00	0.00	-150,662.00
70504 - Software 570504		0.00	34,906.00	0.00	34,906.00	0.00	-34,906.00
71010 - Operations Equipment-Mi 571010		0.00	58,796.50	0.00	58,796.50	0.00	-58,796.50
75413 - Elec Surveillance Equip 575413		0.00	49,194.00	0.00	49,194.00	0.00	-49,194.00
75414 - ERT Training Equip 575414		0.00	400.00	0.00	400.00	0.00	-400.00
89000 - Miscellaneous Expenditu 589000		1,120,181.52	614,104.66	1,395.00	615,499.66	37,242.50	467,439.36
89054 - Community Awareness 589054		0.00	117,000.00	0.00	117,000.00	0.00	-117,000.00
Posting Activity Total		1,120,181.52	1,046,880.16	1,395.00	1,048,275.16	37,242.50	34,663.86
006 - 01 subtotal:		1,120,181.52	1,046,880.16	1,395.00	1,048,275.16	37,242.50	34,663.86
006 - 03	**Other NC Rev State**						SDNC
400453013	**Collect Upgrade Fund**						
89000 - Miscellaneous Expenditu 589000		19,102.20	4,656.00	0.00	4,656.00	0.00	14,446.20
Posting Activity Total		19,102.20	4,656.00	0.00	4,656.00	0.00	14,446.20
006 - 03 subtotal:		19,102.20	4,656.00	0.00	4,656.00	0.00	14,446.20
009 - 03	**Other NC Rev State**						SDNC
400803013	**State Seized Asset Program**						
11650 - Overtime		0.00	123,712.35	0.00	123,712.35	0.00	-123,712.35
33000 - Professional Services 533000		0.00	5,940.72	0.00	5,940.72	0.00	-5,940.72
33032 - Banking & Invest Serv 533032		0.00	2.00	0.00	2.00	0.00	-2.00
33035 - Investigative Services 533035		0.00	4,321.35	0.00	4,321.35	0.00	-4,321.35
39003 - Training Fees 539003		0.00	95,033.90	0.00	95,033.90	0.00	-95,033.90
53002 - Telephone 553002		0.00	55,028.67	0.00	55,028.67	0.00	-55,028.67
74009 - Vehicles-Misc 574009		0.00	560,589.61	0.00	560,589.61	0.00	-560,589.61
89000 - Miscellaneous Expenditu 589000		3,470,240.46	2,031,159.78	0.00	2,031,159.78	0.00	1,439,080.68
89054 - Community Awareness 589054		0.00	118,609.90	0.00	118,609.90	0.00	-118,609.90
89601 - Buy Money 589601		0.00	443,500.00	0.00	443,500.00	0.00	-443,500.00
89602 - Court Returns 589602		0.00	0.00	0.00	0.00	0.00	0.00
89800 - Registration & Fees 589800		0.00	2,935.00	0.00	2,935.00	0.00	-2,935.00
89900 - Dues & Publications 589900		0.00	657.52	0.00	657.52	0.00	-657.52
Posting Activity Total		3,470,240.46	3,441,490.80	0.00	3,441,490.80	0.00	28,749.66

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Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
301 State Seized Asset Program							
009 - 03 subtotal:		3,470,240.46	3,441,490.80	0.00	3,441,490.80	0.00	28,749.66
266 - 05	**Other NC Rev Other**						OTNC
550033015	**WATS Donations**						
69022 - Operations-Misc 569022		29,358.34	25,701.42	0.00	25,701.42	1,202.13	2,454.79
Posting Activity Total		29,358.34	25,701.42	0.00	25,701.42	1,202.13	2,454.79
266 - 05 subtotal:		29,358.34	25,701.42	0.00	25,701.42	1,202.13	2,454.79
319 - 05	**Other NC Rev Other**						OTNC
400323015	**Police Horses**						
71010 - Operations Equipment-Mi 571010		64,950.00	58,203.56	0.00	58,203.56	0.00	6,746.44
Posting Activity Total		64,950.00	58,203.56	0.00	58,203.56	0.00	6,746.44
319 - 05 subtotal:		64,950.00	58,203.56	0.00	58,203.56	0.00	6,746.44
396 - 05	**Other NC Rev Other**						OTNC
401023015	**Waterbury Police Officers Health & Wellness**						
1 - General Appropriation 500000		20,000.00	0.00	0.00	0.00	0.00	20,000.00
71010 - Operations Equipment-Mi 571010		0.00	1,000.00	0.00	1,000.00	0.00	-1,000.00
Posting Activity Total		20,000.00	1,000.00	0.00	1,000.00	0.00	19,000.00
396 - 05 subtotal:		20,000.00	1,000.00	0.00	1,000.00	0.00	19,000.00
446 - 01	**Other NC Rev Federal**						FDNC
401113011	**FY22 Byrne JAG 9/30/25**						
11650 - Overtime		54,165.00	53,799.18	0.00	53,799.18	0.00	365.82
71010 - Operations Equipment-Mi 571010		13,824.00	14,189.82	0.00	14,189.82	0.00	-365.82
Posting Activity Total		67,989.00	67,989.00	0.00	67,989.00	0.00	0.00
446 - 01 subtotal:		67,989.00	67,989.00	0.00	67,989.00	0.00	0.00
451 - 02	**Other NC Rev Fed Pass**						FPNC
401313012	**ARPA - Auto Theft 06/23-06/26**						
11650 - Overtime		188,888.00	185,154.59	0.00	185,154.59	0.00	3,733.41
70500 - Computer Equipment 570500		0.00	3,733.41	0.00	3,733.41	0.00	-3,733.41
Posting Activity Total		188,888.00	188,888.00	0.00	188,888.00	0.00	0.00
451 - 02 subtotal:		188,888.00	188,888.00	0.00	188,888.00	0.00	0.00
458 - 01	**Other NC Rev Federal**						FDNC
401133011	**2022 PSN 10/22-09/25**						
71010 - Operations Equipment-Mi 571010		44,000.00	44,000.00	0.00	44,000.00	0.00	0.00
Posting Activity Total		44,000.00	44,000.00	0.00	44,000.00	0.00	0.00
458 - 01 subtotal:		44,000.00	44,000.00	0.00	44,000.00	0.00	0.00
461 - 01	**Other NC Rev Federal**						FDNC

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Activity Detail - Capital projects

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Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
301 FY23 Byrne JAG							
461 - 01	**Other NC Rev Federal**						FDNC
401143011	**FY23 Byrne JAG**						
11650 - Overtime		58,526.00	59,967.80	0.00	59,967.80	0.00	-1,441.80
71010 - Operations Equipment-Mi 571010		14,000.00	12,558.20	0.00	12,558.20	0.00	1,441.80
Posting Activity Total		72,526.00	72,526.00	0.00	72,526.00	0.00	0.00
461 - 01 subtotal:		72,526.00	72,526.00	0.00	72,526.00	0.00	0.00
476 - 02	**Other NC Rev Fed Pass**						FPNC
401153012	**Waterbury Cares Violence Interruption Team**						
11500 - Salaries (Non BOE salaries)		85,055.00	10,843.36	0.00	10,843.36	0.00	74,211.64
11650 - Overtime		0.00	94,383.84	0.00	94,383.84	0.00	-94,383.84
23501 - Fringe Other - General 523501		34,945.00	1,106.02	0.00	1,106.02	0.00	33,838.98
Posting Activity Total		120,000.00	106,333.22	0.00	106,333.22	0.00	13,666.78
476 - 02 subtotal:		120,000.00	106,333.22	0.00	106,333.22	0.00	13,666.78
478 - 02	**Other NC Rev Fed Pass**						FPNC
401333012	**Hangtime Traffic 10/24-09/25**						
11500 - Salaries (Non BOE salaries)		54,393.56	32,571.21	0.00	32,571.21	0.00	21,822.35
23501 - Fringe Other - General 523501		5,548.14	3,322.26	0.00	3,322.26	0.00	2,225.88
33018 - Contractual 533018		1,000.00	0.00	0.00	0.00	0.00	1,000.00
69022 - Operations-Misc 569022		36,500.00	13,055.66	0.00	13,055.66	0.00	23,444.34
89206 - Travel & Official-Misc 589206		12,000.00	2,715.46	0.00	2,715.46	0.00	9,284.54
Posting Activity Total		109,441.70	51,664.59	0.00	51,664.59	0.00	57,777.11
478 - 02 subtotal:		109,441.70	51,664.59	0.00	51,664.59	0.00	57,777.11
479 - 02	**Other NC Rev Fed Pass**						FPNC
401243012	**Child Safety 10/24-09/25**						
11500 - Salaries (Non BOE salaries)		86,736.60	77,850.05	0.00	77,850.05	0.00	8,886.55
23501 - Fringe Other - General 523501		38,380.85	37,588.17	0.00	37,588.17	0.00	792.68
69022 - Operations-Misc 569022		34,000.00	11,494.52	0.00	11,494.52	0.00	22,505.48
71010 - Operations Equipment-Mi 571010		3,000.00	0.00	0.00	0.00	0.00	3,000.00
89206 - Travel & Official-Misc 589206		11,000.00	0.00	0.00	0.00	0.00	11,000.00
Posting Activity Total		173,117.45	126,932.74	0.00	126,932.74	0.00	46,184.71
479 - 02 subtotal:		173,117.45	126,932.74	0.00	126,932.74	0.00	46,184.71
484 - 02	**Other NC Rev Fed Pass**						FPNC
401163011	**FY24 Byrne JAG 4/24-9/27**						
11650 - Overtime		60,667.00	61,280.00	0.00	61,280.00	0.00	-613.00
61205 - Othr NonInstructl Suppl 561205		11,000.00	10,387.00	0.00	10,387.00	0.00	613.00

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ACTIVITY GROUP: NCP							
301 FY24 Byrne JAG 4/24-9/27							
484 - 02	**Other NC Rev Fed Pass**						FPNC
Posting Activity Total		71,667.00	71,667.00	0.00	71,667.00	0.00	0.00
484 - 02 subtotal:		71,667.00	71,667.00	0.00	71,667.00	0.00	0.00
506 - 01	**Other NC Rev Federal**						FDNC
401173011	**2023 PSN 10/1/23-9/30/26**						
71010 - Operations Equipment-Mi 571010		34,953.00	34,951.21	0.00	34,951.21	0.00	1.79
89000 - Miscellaneous Expenditu 589000		0.00	0.00	0.00	0.00	0.00	0.00
Posting Activity Total		34,953.00	34,951.21	0.00	34,951.21	0.00	1.79
506 - 01 subtotal:		34,953.00	34,951.21	0.00	34,951.21	0.00	1.79
508 - 02	**Other NC Rev Fed Pass**						FPNC
401253012	**Child Safety 10/25-09/26**						
11500 - Salaries (Non BOE salaries)		89,755.21	53,350.67	2,998.13	56,348.80	0.00	33,406.41
23501 - Fringe Other - General 523501		38,325.39	27,234.54	0.00	27,234.54	0.00	11,090.85
69022 - Operations-Misc 569022		84,036.85	3,791.85	0.00	3,791.85	1,022.89	79,222.11
89206 - Travel & Official-Misc 589206		11,000.00	0.00	0.00	0.00	0.00	11,000.00
Posting Activity Total		223,117.45	84,377.06	2,998.13	87,375.19	1,022.89	134,719.37
508 - 02 subtotal:		223,117.45	84,377.06	2,998.13	87,375.19	1,022.89	134,719.37
512 - 01	**Other NC Rev Federal**						FDNC
401273011	**COPS FY24 Hiring Program October 1, 2024-September 30, 2029 ALN 16.710**						
11500 - Salaries (Non BOE salaries)		1,875,000.00	100,498.55	0.00	100,498.55	0.00	1,774,501.45
23501 - Fringe Other - General 523501		0.00	34,974.12	0.00	34,974.12	0.00	-34,974.12
Posting Activity Total		1,875,000.00	135,472.67	0.00	135,472.67	0.00	1,739,527.33
512 - 01 subtotal:		1,875,000.00	135,472.67	0.00	135,472.67	0.00	1,739,527.33
514 - 01	**Other NC Rev Federal**						FDNC
401183011	**2024 PSN 10/1/25-9/30/28 ALN. 16.609 15PBJA-24-GG-04058-GUNP**						
71010 - Operations Equipment-Mi 571010		8,000.00	7,999.97	0.00	7,999.97	0.00	0.03
Posting Activity Total		8,000.00	7,999.97	0.00	7,999.97	0.00	0.03
514 - 01 subtotal:		8,000.00	7,999.97	0.00	7,999.97	0.00	0.03
301 subtotal:		7,712,532.12	5,570,733.40	4,393.13	5,575,126.53	39,467.52	2,097,938.07

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ACTIVITY GROUP: NCP							
302 Police Horses/Canines							
319 - 05	**Other NC Rev Other**						OTNC
400323025	**Police Canines**						
71010 - Operations Equipment-Mi 571010		50,800.00	42,892.57	0.00	42,892.57	0.00	7,907.43
Posting Activity Total		50,800.00	42,892.57	0.00	42,892.57	0.00	7,907.43
319 - 05 subtotal:		50,800.00	42,892.57	0.00	42,892.57	0.00	7,907.43
302 subtotal:		50,800.00	42,892.57	0.00	42,892.57	0.00	7,907.43

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Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
307 Dog Pound Restricted Donations							
008 - 05	**Other NC Rev Other**						OTNC
550083075	**Dog Pound Restricted Donations**						
69022 - Operations-Misc 569022		30,028.12	24,159.45	0.00	24,159.45	0.00	5,868.67
Posting Activity Total		30,028.12	24,159.45	0.00	24,159.45	0.00	5,868.67
008 - 05 subtotal:		30,028.12	24,159.45	0.00	24,159.45	0.00	5,868.67
307 subtotal:		30,028.12	24,159.45	0.00	24,159.45	0.00	5,868.67

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Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
310 Firefighting Gear & Equipment							
385 - 05	**Other NC Rev Other**						OTNC
401003105	**Firefighting Gear & Equipment**						
39009 - Training- Misc 539009		0.00	146,954.17	0.00	146,954.17	0.00	-146,954.17
75405 - Firefighting Equipment 575405		1,065,525.00	845,312.16	0.00	845,312.16	37,284.00	182,928.84
Posting Activity Total		1,065,525.00	992,266.33	0.00	992,266.33	37,284.00	35,974.67
385 - 05 subtotal:		1,065,525.00	992,266.33	0.00	992,266.33	37,284.00	35,974.67
395 - 05	**Other NC Rev Other**						OTNC
401013105	**CCF COVID-19 Response Fund**						
61204 - Emergency/Medical Suppl 561204		11,000.00	0.00	0.00	0.00	0.00	11,000.00
Posting Activity Total		11,000.00	0.00	0.00	0.00	0.00	11,000.00
395 - 05 subtotal:		11,000.00	0.00	0.00	0.00	0.00	11,000.00
310 subtotal:		1,076,525.00	992,266.33	0.00	992,266.33	37,284.00	46,974.67

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ACTIVITY GROUP: NCP							
401 Lewis Fulton Mem Park Trust							
026 - 05	**Other NC Rev Other**						OTNC
562094015	**FY11 Fulton Playground**						
78001 - Playground Equip 578001		250,000.00	247,852.00	0.00	247,852.00	0.00	2,148.00
Posting Activity Total		250,000.00	247,852.00	0.00	247,852.00	0.00	2,148.00
026 - 05 subtotal:		250,000.00	247,852.00	0.00	247,852.00	0.00	2,148.00
401 subtotal:		250,000.00	247,852.00	0.00	247,852.00	0.00	2,148.00

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ACTIVITY GROUP: NCP							
402 Lewis Fulton Mem Park Trust							
026 - 05	**Other NC Rev Other**						OTNC
562094025	**Fulton Greenhouse**						
47006 - Demolition 547006		30,000.00	28,437.00	0.00	28,437.00	0.00	1,563.00
Posting Activity Total		30,000.00	28,437.00	0.00	28,437.00	0.00	1,563.00
026 - 05 subtotal:		30,000.00	28,437.00	0.00	28,437.00	0.00	1,563.00
402 subtotal:		30,000.00	28,437.00	0.00	28,437.00	0.00	1,563.00

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Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
403 Lewis Fulton Mem Park Trust							
026 - 05	**Other NC Rev Other**						OTNC
562094035	**FY14 Zero Turn Commercial Mower**						
71010 - Operations Equipment-Mi 571010		18,000.00	10,712.41	0.00	10,712.41	0.00	7,287.59
Posting Activity Total		18,000.00	10,712.41	0.00	10,712.41	0.00	7,287.59
026 - 05 subtotal:		18,000.00	10,712.41	0.00	10,712.41	0.00	7,287.59
403 subtotal:		18,000.00	10,712.41	0.00	10,712.41	0.00	7,287.59

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Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
404 Lewis Fulton Mem Park Trust							
026 - 05	**Other NC Rev Other**						OTNC
562094045	**FY14 Utility Cart**						
71010 - Operations Equipment-Mi 571010		15,000.00	9,569.00	0.00	9,569.00	0.00	5,431.00
Posting Activity Total		15,000.00	9,569.00	0.00	9,569.00	0.00	5,431.00
026 - 05 subtotal:		15,000.00	9,569.00	0.00	9,569.00	0.00	5,431.00
404 subtotal:		15,000.00	9,569.00	0.00	9,569.00	0.00	5,431.00

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Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
407 Municipal Stadium							
004 - 03	**Other NC Rev State**						SDNC
550404073	**Municipal Stadium**						
1 - General Appropriation 500000		365,267.04	0.00	0.00	0.00	0.00	365,267.04
61201 - Paper Supplies 561201		0.00	711.94	0.00	711.94	0.00	-711.94
61206 - Office-Misc 561206		0.00	20,279.26	0.00	20,279.26	0.00	-20,279.26
61510 - Buildings & Grounds Sup 561510		0.00	101,314.53	1,365.00	102,679.53	4,284.00	-106,963.53
69010 - Recreational Supplies 569010		0.00	174,578.36	0.00	174,578.36	0.00	-174,578.36
75200 - Office Equipment 575200		0.00	43,515.50	0.00	43,515.50	0.00	-43,515.50
Posting Activity Total		365,267.04	340,399.59	1,365.00	341,764.59	4,284.00	19,218.45
004 - 03 subtotal:		365,267.04	340,399.59	1,365.00	341,764.59	4,284.00	19,218.45
014 - 05	**Other NC Rev Other**						OTNC
550304075	**Hamilton Park - Rec Fees**						
1 - General Appropriation 500000		2,529,232.97	0.00	0.00	0.00	0.00	2,529,232.97
39005 - Sporting Officials 539005		0.00	29,676.69	0.00	29,676.69	1,215.00	-30,891.69
43000 - General Repairs & Maint 543000		0.00	22,631.93	0.00	22,631.93	0.00	-22,631.93
43034 - Office Equipment-Maint 543034		0.00	21,901.42	0.00	21,901.42	0.00	-21,901.42
45016 - Building and Grounds-Mi 545016		0.00	42,757.64	0.00	42,757.64	0.00	-42,757.64
59106 - Equipment 559106		0.00	17,741.83	0.00	17,741.83	0.00	-17,741.83
61206 - Office-Misc 561206		0.00	22,721.78	0.00	22,721.78	0.00	-22,721.78
61207 - Dance Costume Supplies		0.00	263.05	0.00	263.05	0.00	-263.05
61510 - Buildings & Grounds Sup 561510		0.00	6,593.84	0.00	6,593.84	0.00	-6,593.84
67002 - Wearing Apparel Purchas 567002		0.00	34,070.13	0.00	34,070.13	0.00	-34,070.13
69010 - Recreational Supplies 569010		0.00	1,729,571.86	1,460.57	1,731,032.43	40,560.70	-1,771,593.13
69022 - Operations-Misc 569022		0.00	0.00	0.00	0.00	0.00	0.00
89016 - Culture/Youth Activity 589016		0.00	1,926.85	30,588.50	32,515.35	102,474.06	-134,989.41
89204 - Transportation Charges 589204		0.00	3,726.73	0.00	3,726.73	20,000.00	-23,726.73
89800 - Registration & Fees 589800		0.00	8,751.24	0.00	8,751.24	0.00	-8,751.24
89900 - Dues & Publications 589900		0.00	1,125.00	0.00	1,125.00	0.00	-1,125.00
Posting Activity Total		2,529,232.97	1,943,459.99	32,049.07	1,975,509.06	164,249.76	389,474.15
014 - 05 subtotal:		2,529,232.97	1,943,459.99	32,049.07	1,975,509.06	164,249.76	389,474.15
015 - 05	**Other NC Rev Other**						OTNC
550754075	**Fulton Park**						
1 - General Appropriation 500000		1,785,524.02	0.00	0.00	0.00	0.00	1,785,524.02
33020 - Consulting Services 533020		0.00	32,481.97	0.00	32,481.97	0.00	-32,481.97

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ACTIVITY GROUP(S): NCP

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Activity Detail - Capital projects

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Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
407 Fulton Park Memorial Fund							
015 - 05	**Other NC Rev Other**						OTNC
43000 - General Repairs & Maint 543000		0.00	26,611.40	0.00	26,611.40	0.00	-26,611.40
43004 - Buildings & Grounds Rep 543004		0.00	347,662.34	0.00	347,662.34	0.00	-347,662.34
43020 - Repair and Maintenance- 543020		0.00	30,910.54	0.00	30,910.54	0.00	-30,910.54
43033 - Service/Maintenance Con 543033		0.00	15,404.42	0.00	15,404.42	0.00	-15,404.42
44002 - Building Rental 544002		0.00	2,745.67	0.00	2,745.67	0.00	-2,745.67
45002 - Water 545002		0.00	17,504.55	0.00	17,504.55	0.00	-17,504.55
45006 - Electricity 545006		0.00	214,788.59	0.00	214,788.59	0.00	-214,788.59
45009 - Monitor and Detection 545009		0.00	2,867.51	0.00	2,867.51	0.00	-2,867.51
45013 - Security/Safety 545013		0.00	6,775.34	0.00	6,775.34	0.00	-6,775.34
45019 - Natural Gas 545019		0.00	74,401.59	403.46	74,805.05	0.00	-74,805.05
59106 - Equipment 559106		0.00	2,654.00	0.00	2,654.00	0.00	-2,654.00
61206 - Office-Misc 561206		0.00	33.07	0.00	33.07	0.00	-33.07
61510 - Buildings & Grounds Sup 561510		0.00	587,812.52	8,455.00	596,267.52	17,477.52	-613,745.04
69006 - Agriculture/Hort Supp 569006		0.00	925.00	0.00	925.00	0.00	-925.00
69010 - Recreational Supplies 569010		0.00	76,374.65	0.00	76,374.65	0.00	-76,374.65
69019 - Janitorial-Misc 569019		0.00	4,050.05	0.00	4,050.05	0.00	-4,050.05
69022 - Operations-Misc 569022		0.00	7,398.65	0.00	7,398.65	0.00	-7,398.65
71010 - Operations Equipment-Mi 571010		0.00	7,930.44	0.00	7,930.44	0.00	-7,930.44
Posting Activity Total		1,785,524.02	1,459,332.30	8,858.46	1,468,190.76	17,477.52	299,855.74
015 - 05 subtotal:		1,785,524.02	1,459,332.30	8,858.46	1,468,190.76	17,477.52	299,855.74
016 - 05	**Other NC Rev Other**						OTNC
550804075	**Park-Summer Programs**						
1 - General Appropriation 500000		39,609.50	0.00	0.00	0.00	0.00	39,609.50
61510 - Buildings & Grounds Sup 561510		0.00	922.03	0.00	922.03	0.00	-922.03
69010 - Recreational Supplies 569010		93,206.03	14,293.94	0.00	14,293.94	0.00	78,912.09
91001 - Transfers Out 591001		0.00	115,546.59	0.00	115,546.59	0.00	-115,546.59
Posting Activity Total		132,815.53	130,762.56	0.00	130,762.56	0.00	2,052.97
016 - 05 subtotal:		132,815.53	130,762.56	0.00	130,762.56	0.00	2,052.97
025 - 05	**Other NC Rev Other**						OTNC
550814075	**Hamilton Pk - Seven Angels**						
1 - General Appropriation 500000		236,782.82	0.00	0.00	0.00	0.00	236,782.82
39005 - Sporting Officials 539005		0.00	1,200.00	0.00	1,200.00	0.00	-1,200.00
61206 - Office-Misc 561206		0.00	2,252.35	0.00	2,252.35	0.00	-2,252.35

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Activity Detail - Capital projects

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Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
407 Hamilton Pk - Seven Angels							
025 - 05	**Other NC Rev Other**						OTNC
61510 - Buildings & Grounds Sup 561510		0.00	84,698.80	0.00	84,698.80	0.00	-84,698.80
69010 - Recreational Supplies 569010		0.00	87,955.02	0.00	87,955.02	0.00	-87,955.02
91001 - Transfers Out 591001		0.00	60,660.16	0.00	60,660.16	0.00	-60,660.16
Posting Activity Total		236,782.82	236,766.33	0.00	236,766.33	0.00	16.49
025 - 05 subtotal:		236,782.82	236,766.33	0.00	236,766.33	0.00	16.49
026 - 05	**Other NC Rev Other**						OTNC
562094075	**Fulton Trust - Unallocated**						
1 - General Appropriation 500000		176,117.16	0.00	0.00	0.00	0.00	176,117.16
33020 - Consulting Services 533020		12,690.27	107,418.48	0.00	107,418.48	0.00	-94,728.21
78001 - Playground Equip 578001		0.00	45,241.09	0.00	45,241.09	0.00	-45,241.09
Posting Activity Total		188,807.43	152,659.57	0.00	152,659.57	0.00	36,147.86
026 - 05 subtotal:		188,807.43	152,659.57	0.00	152,659.57	0.00	36,147.86
159 - 05	**Other NC Rev Other**						OTNC
550864075	**Park Repairs**						
43000 - General Repairs & Maint 543000		20,000.00	11,329.00	0.00	11,329.00	7,640.00	1,031.00
Posting Activity Total		20,000.00	11,329.00	0.00	11,329.00	7,640.00	1,031.00
159 - 05 subtotal:		20,000.00	11,329.00	0.00	11,329.00	7,640.00	1,031.00
203 - 05	**Other NC Rev Other**						OTNC
562104075	**Hayden Trust - Unallocated**						
1 - General Appropriation 500000		314,760.15	0.00	0.00	0.00	0.00	314,760.15
Posting Activity Total		314,760.15	0.00	0.00	0.00	0.00	314,760.15
203 - 05 subtotal:		314,760.15	0.00	0.00	0.00	0.00	314,760.15
223 - 05	**Other NC Rev Other**						OTNC
562124075	**Downtown Green Design Dev**						
33000 - Professional Services 533000		12,259.44	0.00	0.00	0.00	0.00	12,259.44
Posting Activity Total		12,259.44	0.00	0.00	0.00	0.00	12,259.44
223 - 05 subtotal:		12,259.44	0.00	0.00	0.00	0.00	12,259.44
445 - 01	**Other NC Rev Federal**						FDNC
550824071	**Pool Safety Education and Enforcement Program**						
11500 - Salaries (Non BOE salaries)		106,400.00	87,090.00	0.00	87,090.00	0.00	19,310.00
11550 - Hourly Employees		65,900.00	65,080.00	0.00	65,080.00	0.00	820.00
23501 - Fringe Other - General 523501		42,104.00	45,630.11	0.00	45,630.11	0.00	-3,526.11
33018 - Contractual 533018		80,000.00	3,736.00	0.00	3,736.00	0.00	76,264.00
58000 - Travel Expenses 558000		3,700.00	11,037.45	0.00	11,037.45	0.00	-7,337.45

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Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
407 Pool Safety Grant							
445 - 01	**Other NC Rev Federal**						FDNC
59002 - Printing & Binding 559002		6,250.00	0.00	0.00	0.00	0.00	6,250.00
69000 - Other Supplies 569000		0.00	23,552.00	0.00	23,552.00	0.00	-23,552.00
89041 - Program Support 589041		56,000.00	25,545.00	0.00	25,545.00	0.00	30,455.00
Posting Activity Total		360,354.00	261,670.56	0.00	261,670.56	0.00	98,683.44
445 - 01 subtotal:		360,354.00	261,670.56	0.00	261,670.56	0.00	98,683.44
502 - 05	**Other NC Rev Other**						OTNC
550834075	**NERC NVCOG Bike 8/5/25-6/10/26 North End Recreation Center NVCOG Bike**						
61205 - Othr NonInstructl Suppl 561205		5,100.00	4,998.31	0.00	4,998.31	0.00	101.69
Posting Activity Total		5,100.00	4,998.31	0.00	4,998.31	0.00	101.69
502 - 05 subtotal:		5,100.00	4,998.31	0.00	4,998.31	0.00	101.69
503 - 05	**Other NC Rev Other**						OTNC
550844075	**WPH NVCOG Bike 8/5/25-6/10/26 Washington Park NVCOG Bike 8/5/25-6/10/**						
61205 - Othr NonInstructl Suppl 561205		5,000.00	4,998.31	0.00	4,998.31	0.00	1.69
Posting Activity Total		5,000.00	4,998.31	0.00	4,998.31	0.00	1.69
503 - 05 subtotal:		5,000.00	4,998.31	0.00	4,998.31	0.00	1.69
504 - 05	**Other NC Rev Other**						OTNC
550874075	**RBRC NVCOG Bike 8/5/25-6/10/26 Riverside Baldwin Recreation Center 8/5/**						
61205 - Othr NonInstructl Suppl 561205		5,000.00	4,998.31	0.00	4,998.31	0.00	1.69
Posting Activity Total		5,000.00	4,998.31	0.00	4,998.31	0.00	1.69
504 - 05 subtotal:		5,000.00	4,998.31	0.00	4,998.31	0.00	1.69
505 - 05	**Other NC Rev Other**						OTNC
550884075	**CPH NVCOG Bike 8/5/25-6/10/26 Chase Park House NVCOG Bike 8/5/25-6/10/**						
61205 - Othr NonInstructl Suppl 561205		5,000.00	4,998.31	0.00	4,998.31	0.00	1.69
Posting Activity Total		5,000.00	4,998.31	0.00	4,998.31	0.00	1.69
505 - 05 subtotal:		5,000.00	4,998.31	0.00	4,998.31	0.00	1.69
407 subtotal:		5,965,903.40	4,556,373.14	42,272.53	4,598,645.67	193,651.28	1,173,606.45

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Activity Detail - Capital projects

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Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
410 Brownfield Properties							
394 - 05	**Other NC Rev Other**						OTNC
550494105	**Brownfield Properties Testing, Monitoring & Reporting**						
1 - General Appropriation 500000		1,355,000.00	0.00	0.00	0.00	0.00	1,355,000.00
33011 - Legal Exp & Court Fees 533011		0.00	1,026,751.60	0.00	1,026,751.60	13,141.36	-1,039,892.96
33017 - Environmental Assess 533017		0.00	50,172.78	0.00	50,172.78	92,771.22	-142,944.00
43000 - General Repairs & Maint 543000		0.00	7,035.00	0.00	7,035.00	0.00	-7,035.00
89040 - Permits 589040		0.00	1,345.00	0.00	1,345.00	0.00	-1,345.00
89050 - Administrative Costs 589050		0.00	11,174.38	0.00	11,174.38	11,875.00	-23,049.38
91001 - Transfers Out 591001		0.00	8,419.04	0.00	8,419.04	0.00	-8,419.04
Posting Activity Total		1,355,000.00	1,104,897.80	0.00	1,104,897.80	117,787.58	132,314.62
394 - 05 subtotal:		1,355,000.00	1,104,897.80	0.00	1,104,897.80	117,787.58	132,314.62
410 subtotal:		1,355,000.00	1,104,897.80	0.00	1,104,897.80	117,787.58	132,314.62

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Activity Detail - Capital projects

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Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
501 Open Space Account							
090 - 05	**Other NC Rev Other**						OTNC
550425015	**Open Space Account**						
76000 - Land 576000		46,272.08	0.00	0.00	0.00	0.00	46,272.08
Posting Activity Total		46,272.08	0.00	0.00	0.00	0.00	46,272.08
090 - 05 subtotal:		46,272.08	0.00	0.00	0.00	0.00	46,272.08
501 subtotal:		46,272.08	0.00	0.00	0.00	0.00	46,272.08

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Activity Detail - Capital projects

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Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
601 Miscellaneous Donations							
021 - 05	**Other NC Rev Other**						OTNC
450606015	**Miscellaneous Donations**						
1 - General Appropriation 500000		150,661.06	0.00	0.00	0.00	0.00	150,661.06
11500 - Salaries (Non BOE salaries)		0.00	72,409.75	0.00	72,409.75	0.00	-72,409.75
23501 - Fringe Other - General 523501		0.00	39,786.61	0.00	39,786.61	0.00	-39,786.61
89041 - Program Support 589041		2,500.00	33,404.97	0.00	33,404.97	0.00	-30,904.97
Posting Activity Total		153,161.06	145,601.33	0.00	145,601.33	0.00	7,559.73
021 - 05 subtotal:		153,161.06	145,601.33	0.00	145,601.33	0.00	7,559.73
024 - 05	**Other NC Rev Other**						OTNC
451006015	**TB Testing & Immunization**						
1 - General Appropriation 500000		241,651.29	0.00	0.00	0.00	0.00	241,651.29
53002 - Telephone 553002		0.00	9,247.57	0.00	9,247.57	0.00	-9,247.57
59001 - Advertising 559001		0.00	9,941.91	0.00	9,941.91	0.00	-9,941.91
61103 - Educational Supplies 561103		0.00	1,271.15	0.00	1,271.15	0.00	-1,271.15
61204 - Emergency/Medical Suppl 561204		0.00	41,927.74	0.00	41,927.74	0.00	-41,927.74
61206 - Office-Misc 561206		0.00	37,756.29	0.00	37,756.29	0.00	-37,756.29
75200 - Office Equipment 575200		0.00	26,836.70	0.00	26,836.70	0.00	-26,836.70
75201 - Communication Equipment 575201		0.00	0.00	0.00	0.00	0.00	0.00
89000 - Miscellaneous Expenditu 589000		0.00	65,209.11	0.00	65,209.11	0.00	-65,209.11
89202 - Lodging 589202		0.00	2,511.36	0.00	2,511.36	0.00	-2,511.36
89206 - Travel & Official-Misc 589206		0.00	3,066.27	0.00	3,066.27	0.00	-3,066.27
89800 - Registration & Fees 589800		0.00	16,577.00	0.00	16,577.00	0.00	-16,577.00
89900 - Dues & Publications 589900		0.00	0.00	0.00	0.00	0.00	0.00
Posting Activity Total		241,651.29	214,345.10	0.00	214,345.10	0.00	27,306.19
024 - 05 subtotal:		241,651.29	214,345.10	0.00	214,345.10	0.00	27,306.19
405 - 05	**Other NC Rev Other**						OTNC
453006015	**Opioid Mitigation Settlements**						
11500 - Salaries (Non BOE salaries)		0.00	730,935.84	6,979.12	737,914.96	0.00	-737,914.96
53000 - Communications 553000		0.00	0.00	0.00	0.00	2,500.00	-2,500.00
53003 - Cellular Phones 553003		5,000.00	5,085.74	0.00	5,085.74	0.00	-85.74
59001 - Advertising 559001		2,500.00	2,500.00	0.00	2,500.00	0.00	0.00
59002 - Printing & Binding 559002		0.00	1,492.16	0.00	1,492.16	957.98	-2,450.14
61103 - Educational Supplies 561103		988.60	888.60	0.00	888.60	0.00	100.00
89041 - Program Support 589041		1,683,341.64	84,931.08	0.00	84,931.08	0.00	1,598,410.56

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Activity Detail - Capital projects

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Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
601 HD Mini Grants							
405 - 05	**Other NC Rev Other**						OTNC
Posting Activity Total		1,691,830.24	825,833.42	6,979.12	832,812.54	3,457.98	855,559.72
405 - 05 subtotal:		1,691,830.24	825,833.42	6,979.12	832,812.54	3,457.98	855,559.72
459 - 02	**Other NC Rev Fed Pass**						FPNC
453206012	**Workforce Development 11/23-11/27**						
11500 - Salaries (Non BOE salaries)		178,215.12	79,540.46	2,467.60	82,008.06	0.00	96,207.06
23501 - Fringe Other - General 523501		68,234.38	25,080.16	0.00	25,080.16	0.00	43,154.22
33018 - Contractual 533018		214,518.50	168,027.66	0.00	168,027.66	43,456.59	3,034.25
33020 - Consulting Services 533020		95,000.00	65,000.00	0.00	65,000.00	30,000.00	0.00
39003 - Training Fees 539003		42,000.00	14,074.01	0.00	14,074.01	0.00	27,925.99
89050 - Administrative Costs 589050		10,400.00	0.00	0.00	0.00	0.00	10,400.00
89900 - Dues & Publications 589900		9,145.00	5,970.38	100.00	6,070.38	173.00	2,901.62
Posting Activity Total		617,513.00	357,692.67	2,567.60	360,260.27	73,629.59	183,623.14
459 - 02 subtotal:		617,513.00	357,692.67	2,567.60	360,260.27	73,629.59	183,623.14
464 - 05	**Other NC Rev Other**						OTNC
450656015	**Lead Case Clearance**						
89041 - Program Support 589041		12,480.00	9,358.29	0.00	9,358.29	0.00	3,121.71
Posting Activity Total		12,480.00	9,358.29	0.00	9,358.29	0.00	3,121.71
464 - 05 subtotal:		12,480.00	9,358.29	0.00	9,358.29	0.00	3,121.71
475 - 02	**Other NC Rev Fed Pass**						FPNC
451896012	**OD2A 09/24-08/25**						
11500 - Salaries (Non BOE salaries)		177,268.00	173,052.78	0.00	173,052.78	0.00	4,215.22
23501 - Fringe Other - General 523501		80,681.15	78,099.77	0.00	78,099.77	0.00	2,581.38
39009 - Training- Misc 539009		0.00	0.00	0.00	0.00	0.00	0.00
61200 - Office Supplies 561200		2,500.00	2,499.45	0.00	2,499.45	0.00	0.55
89050 - Administrative Costs 589050		33,072.85	33,072.85	0.00	33,072.85	0.00	0.00
89201 - Mileage 589201		2,500.00	383.45	0.00	383.45	0.00	2,116.55
Posting Activity Total		296,022.00	287,108.30	0.00	287,108.30	0.00	8,913.70
475 - 02 subtotal:		296,022.00	287,108.30	0.00	287,108.30	0.00	8,913.70
482 - 02	**Other NC Rev Fed Pass**						FPNC
452846012	**AIDS Prevention 01/25-12/25**						
11500 - Salaries (Non BOE salaries)		161,941.80	161,151.24	0.00	161,151.24	0.00	790.56
23501 - Fringe Other - General 523501		86,493.12	86,071.43	0.00	86,071.43	0.00	421.69
61200 - Office Supplies 561200		2,500.00	2,298.68	0.00	2,298.68	0.00	201.32
61503 - Gasoline 561503		1,200.00	0.00	0.00	0.00	0.00	1,200.00

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Activity Detail - Capital projects

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Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
601 AIDS Prevention 01/25-12/25							
482 - 02	**Other NC Rev Fed Pass**						FPNC
89041 - Program Support 589041		15,862.08	13,820.47	0.00	13,820.47	0.00	2,041.61
89201 - Mileage 589201		1,200.00	401.80	0.00	401.80	0.00	798.20
Posting Activity Total		269,197.00	263,743.62	0.00	263,743.62	0.00	5,453.38
482 - 02 subtotal:		269,197.00	263,743.62	0.00	263,743.62	0.00	5,453.38
489 - 01	**Other NC Rev Federal**						FDNC
450636011	**Lead Hazard January 15, 2025 - January 15, 2029**						
11500 - Salaries (Non BOE salaries)		1,226,348.00	403,794.38	15,200.38	418,994.76	0.00	807,353.24
11650 - Overtime		0.00	1,570.00	0.00	1,570.00	0.00	-1,570.00
23501 - Fringe Other - General 523501		499,420.05	158,563.29	0.00	158,563.29	0.00	340,856.76
33000 - Professional Services 533000		4,269,000.00	1,591,642.12	0.00	1,591,642.12	836,676.80	1,840,681.08
69000 - Other Supplies 569000		103,020.00	22,908.66	0.00	22,908.66	51,207.54	28,903.80
89041 - Program Support 589041		113,021.95	38,145.76	0.00	38,145.76	250.00	74,626.19
89206 - Travel & Official-Misc 589206		39,190.00	18,669.03	0.00	18,669.03	0.00	20,520.97
Posting Activity Total		6,250,000.00	2,235,293.24	15,200.38	2,250,493.62	888,134.34	3,111,372.04
489 - 01 subtotal:		6,250,000.00	2,235,293.24	15,200.38	2,250,493.62	888,134.34	3,111,372.04
493 - 03	**Other NC Rev State**						SDNC
452966013	**PCC - B 07/25 - 06/26**						
11500 - Salaries (Non BOE salaries)		55,902.50	54,550.19	0.00	54,550.19	0.00	1,352.31
23501 - Fringe Other - General 523501		28,622.08	27,728.89	0.00	27,728.89	0.00	893.19
33018 - Contractual 533018		73,000.00	70,458.00	0.00	70,458.00	0.00	2,542.00
33022 - Professional-Misc 533022		4,464.20	3,102.75	0.00	3,102.75	0.00	1,361.45
39009 - Training- Misc 539009		4,020.00	0.00	0.00	0.00	0.00	4,020.00
53000 - Communications 553000		600.00	409.08	0.00	409.08	0.00	190.92
59002 - Printing & Binding 559002		15,400.00	6,531.36	0.00	6,531.36	0.00	8,868.64
61200 - Office Supplies 561200		1,439.00	1,507.94	0.00	1,507.94	0.00	-68.94
65000 - Food Supplies 565000		2,000.00	0.00	0.00	0.00	0.00	2,000.00
89041 - Program Support 589041		35,958.89	35,905.16	0.00	35,905.16	0.00	53.73
89206 - Travel & Official-Misc 589206		4,200.00	0.00	0.00	0.00	0.00	4,200.00
89900 - Dues & Publications 589900		3,720.00	0.00	0.00	0.00	0.00	3,720.00
Posting Activity Total		229,326.67	200,193.37	0.00	200,193.37	0.00	29,133.30
493 - 03 subtotal:		229,326.67	200,193.37	0.00	200,193.37	0.00	29,133.30
494 - 02	**Other NC Rev Fed Pass**						FPNC
453536012	**Immunizations 7/25 - 6/26**						

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Activity Detail - Capital projects

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Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
601 Immunizations 7/25 - 6/26							
494 - 02	**Other NC Rev Fed Pass**						FPNC
11500	Salaries (Non BOE salaries)	65,611.00	65,863.38	0.00	65,863.38	0.00	-252.38
23501	Fringe Other - General 523501	33,592.83	33,692.35	0.00	33,692.35	0.00	-99.52
61200	Office Supplies 561200	0.00	0.00	0.00	0.00	0.00	0.00
89041	Program Support 589041	1,800.17	1,448.27	0.00	1,448.27	0.00	351.90
Posting Activity Total		101,004.00	101,004.00	0.00	101,004.00	0.00	0.00
494 - 02 subtotal:		101,004.00	101,004.00	0.00	101,004.00	0.00	0.00
495 - 03	**Other NC Rev State**						SDNC
453636013	**Per Capita 07/25 - 06/26**						
11500	Salaries (Non BOE salaries)	128,830.00	109,771.30	0.00	109,771.30	0.00	19,058.70
23501	Fringe Other - General 523501	45,833.22	39,861.40	0.00	39,861.40	0.00	5,971.82
33018	Contractual 533018	19,349.60	18,091.62	0.00	18,091.62	0.00	1,257.98
53000	Communications 553000	11,760.00	11,949.49	0.00	11,949.49	0.00	-189.49
59001	Advertising 559001	3,000.00	0.00	0.00	0.00	0.00	3,000.00
61200	Office Supplies 561200	4,601.45	4,028.30	0.00	4,028.30	0.00	573.15
69022	Operations-Misc 569022	3,960.00	3,231.00	0.00	3,231.00	0.00	729.00
Posting Activity Total		217,334.27	186,933.11	0.00	186,933.11	0.00	30,401.16
495 - 03 subtotal:		217,334.27	186,933.11	0.00	186,933.11	0.00	30,401.16
497 - 02	**Other NC Rev Fed Pass**						FPNC
451966012	**OD2A 09/25 - 08/26**						
11500	Salaries (Non BOE salaries)	183,259.44	131,186.90	5,429.55	136,616.45	0.00	46,642.99
23501	Fringe Other - General 523501	78,330.47	55,612.20	0.00	55,612.20	0.00	22,718.27
61200	Office Supplies 561200	2,000.00	1,218.86	0.00	1,218.86	0.00	781.14
89041	Program Support 589041	8,000.00	1,848.74	0.00	1,848.74	2,714.05	3,437.21
89050	Administrative Costs 589050	30,432.09	26,383.34	0.00	26,383.34	0.00	4,048.75
89201	Mileage 589201	1,000.00	446.50	0.00	446.50	0.00	553.50
Posting Activity Total		303,022.00	216,696.54	5,429.55	222,126.09	2,714.05	78,181.86
497 - 02 subtotal:		303,022.00	216,696.54	5,429.55	222,126.09	2,714.05	78,181.86
498 - 03	**Other NC Rev State**						SDNC
452726013	**School Health Clinic FY26**						
11500	Salaries (Non BOE salaries)	184,851.00	184,919.23	0.00	184,919.23	0.00	-68.23
23501	Fringe Other - General 523501	44,549.00	44,549.00	0.00	44,549.00	0.00	0.00
61200	Office Supplies 561200	3,044.00	2,144.00	0.00	2,144.00	0.00	900.00
61204	Emergency/Medical Suppl 561204	10,256.00	12,156.00	0.00	12,156.00	0.00	-1,900.00

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Activity Detail - Capital projects

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ACTIVITY GROUP: NCP							
601 School Health Clinic FY26							
498 - 03	**Other NC Rev State**						SDNC
61208 - Laboratory Supplies 561208		2,398.00	1,329.77	0.00	1,329.77	0.00	1,068.23
89050 - Administrative Costs 589050		4,902.00	4,902.00	0.00	4,902.00	0.00	0.00
Posting Activity Total		250,000.00	250,000.00	0.00	250,000.00	0.00	0.00
498 - 03 subtotal:		250,000.00	250,000.00	0.00	250,000.00	0.00	0.00
499 - 05	**Other NC Rev Other**						OTNC
453706015	**HD NVCOG DOT Bike 8/5/25-6/10/26**						
61205 - Othr NonInstructl Suppl 561205		4,946.70	4,940.65	0.00	4,940.65	0.00	6.05
Posting Activity Total		4,946.70	4,940.65	0.00	4,940.65	0.00	6.05
499 - 05 subtotal:		4,946.70	4,940.65	0.00	4,940.65	0.00	6.05
500 - 02	**Other NC Rev Fed Pass**						FPNC
452736012	**PHEP 7/25 - 6/26**						
11500 - Salaries (Non BOE salaries)		40,560.00	40,560.00	0.00	40,560.00	0.00	0.00
23501 - Fringe Other - General 523501		20,766.72	20,766.72	0.00	20,766.72	0.00	0.00
53000 - Communications 553000		312.28	253.59	0.00	253.59	0.00	58.69
Posting Activity Total		61,639.00	61,580.31	0.00	61,580.31	0.00	58.69
500 - 02 subtotal:		61,639.00	61,580.31	0.00	61,580.31	0.00	58.69
509 - 02	**Other NC Rev Fed Pass**						FPNC
452856012	**Aids Prevention 01/26-12/26**						
11500 - Salaries (Non BOE salaries)		161,941.80	62,910.74	6,686.70	69,597.44	0.00	92,344.36
23501 - Fringe Other - General 523501		82,914.20	32,210.31	0.00	32,210.31	0.00	50,703.89
61200 - Office Supplies 561200		2,500.00	0.00	0.00	0.00	0.00	2,500.00
61503 - Gasoline 561503		1,200.00	0.00	0.00	0.00	0.00	1,200.00
89041 - Program Support 589041		18,641.00	10,961.80	853.60	11,815.40	4,264.62	2,560.98
89201 - Mileage 589201		800.00	514.41	0.00	514.41	0.00	285.59
Posting Activity Total		267,997.00	106,597.26	7,540.30	114,137.56	4,264.62	149,594.82
509 - 02 subtotal:		267,997.00	106,597.26	7,540.30	114,137.56	4,264.62	149,594.82
510 - 02	**Other NC Rev Fed Pass**						FPNC
453716012	**COMPASS 09/30/25-9/29/27**						
11500 - Salaries (Non BOE salaries)		145,250.00	63,982.20	6,874.47	70,856.67	0.00	74,393.33
23501 - Fringe Other - General 523501		74,368.00	32,758.88	0.00	32,758.88	0.00	41,609.12
69000 - Other Supplies 569000		2,000.00	397.22	0.00	397.22	90.97	1,511.81
89000 - Miscellaneous Expenditu 589000		6,000.00	3,962.50	0.00	3,962.50	0.00	2,037.50
89041 - Program Support 589041		3,382.00	1,064.88	0.00	1,064.88	42.95	2,274.17
89050 - Administrative Costs 589050		34,650.00	0.00	0.00	0.00	0.00	34,650.00

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ACTIVITY GROUP: NCP							
601 COMPASS 09/30/25-9/29/27							
510 - 02	**Other NC Rev Fed Pass**						FPNC
89201 - Mileage 589201		0.00	0.00	0.00	0.00	0.00	0.00
Posting Activity Total		265,650.00	102,165.68	6,874.47	109,040.15	133.92	156,475.93
510 - 02 subtotal:		265,650.00	102,165.68	6,874.47	109,040.15	133.92	156,475.93
511 - 05	**Other NC Rev Other**						OTNC
453726015	**Healthy Brain Initiative 1/1/26-9/30/26**						
11500 - Salaries (Non BOE salaries)		14,560.00	8,800.00	800.00	9,600.00	0.00	4,960.00
23501 - Fringe Other - General 523501		7,454.72	4,505.60	0.00	4,505.60	0.00	2,949.12
89041 - Program Support 589041		26,985.28	5,231.98	0.00	5,231.98	11,000.00	10,753.30
89201 - Mileage 589201		1,000.00	0.00	0.00	0.00	0.00	1,000.00
Posting Activity Total		50,000.00	18,537.58	800.00	19,337.58	11,000.00	19,662.42
511 - 05 subtotal:		50,000.00	18,537.58	800.00	19,337.58	11,000.00	19,662.42
515 - 02	**Other NC Rev Fed Pass**						FPNC
453736012	**Environmental Health/Drinking Water 1/1/26-8/31/26 ALN 93.070, 12060-DPH:**						
11500 - Salaries (Non BOE salaries)		14,000.00	3,385.73	1,080.00	4,465.73	0.00	9,534.27
53000 - Communications 553000		2,000.00	0.00	0.00	0.00	0.00	2,000.00
61200 - Office Supplies 561200		2,500.00	0.00	0.00	0.00	0.00	2,500.00
89041 - Program Support 589041		6,000.00	2,568.65	0.00	2,568.65	3,362.51	68.84
Posting Activity Total		24,500.00	5,954.38	1,080.00	7,034.38	3,362.51	14,103.11
515 - 02 subtotal:		24,500.00	5,954.38	1,080.00	7,034.38	3,362.51	14,103.11
516 - 03	**Other NC Rev State**						SDNC
453816013	**HD Gun Viol Prev 3/1/26-6/30/26 11000-DPH48882-12645 DPH20262010GRA/I**						
11500 - Salaries (Non BOE salaries)		54,898.80	19,898.64	0.00	19,898.64	0.00	35,000.16
23501 - Fringe Other - General 523501		28,108.19	10,188.10	0.00	10,188.10	0.00	17,920.09
33018 - Contractual 533018		485,860.55	99,779.44	0.00	99,779.44	0.00	386,081.11
43031 - Computer Equip-Maintena 543031		2,500.00	1,494.00	0.00	1,494.00	0.00	1,006.00
53000 - Communications 553000		300.00	0.00	0.00	0.00	0.00	300.00
59002 - Printing & Binding 559002		6,000.00	0.00	0.00	0.00	0.00	6,000.00
70504 - Software 570504		60,000.00	0.00	0.00	0.00	0.00	60,000.00
89041 - Program Support 589041		4,000.00	12.00	0.00	12.00	0.00	3,988.00
89050 - Administrative Costs 589050		27,880.00	0.00	0.00	0.00	0.00	27,880.00
Posting Activity Total		669,547.54	131,372.18	0.00	131,372.18	0.00	538,175.36
516 - 03 subtotal:		669,547.54	131,372.18	0.00	131,372.18	0.00	538,175.36
517 - 02	**Other NC Rev Fed Pass**						FPNC
452896012	**PHEP 7/26 - 6/27**						

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ACTIVITY GROUP: NCP							
601 PHEP 7/26 - 6/27							
517 - 02	**Other NC Rev Fed Pass**						FPNC
11500 - Salaries (Non BOE salaries)		42,529.24	0.00	640.00	640.00	0.00	41,889.24
23501 - Fringe Other - General 523501		18,237.44	0.00	0.00	0.00	0.00	18,237.44
53000 - Communications 553000		500.00	0.00	0.00	0.00	0.00	500.00
61200 - Office Supplies 561200		372.32	0.00	0.00	0.00	0.00	372.32
Posting Activity Total		61,639.00	0.00	640.00	640.00	0.00	60,999.00
517 - 02 subtotal:		61,639.00	0.00	640.00	640.00	0.00	60,999.00
518 - 03	**Other NC Rev State**						SDNC
453646013	**Per Capita 07/26 - 06/27**						
11500 - Salaries (Non BOE salaries)		110,000.00	0.00	2,939.30	2,939.30	0.00	107,060.70
23501 - Fringe Other - General 523501		1.00	0.00	0.00	0.00	0.00	1.00
33018 - Contractual 533018		1.00	0.00	0.00	0.00	0.00	1.00
53000 - Communications 553000		1.00	0.00	0.00	0.00	0.00	1.00
59001 - Advertising 559001		1.00	0.00	0.00	0.00	0.00	1.00
61200 - Office Supplies 561200		1.00	0.00	0.00	0.00	0.00	1.00
69022 - Operations-Misc 569022		1.00	0.00	0.00	0.00	0.00	1.00
Posting Activity Total		110,006.00	0.00	2,939.30	2,939.30	0.00	107,066.70
518 - 03 subtotal:		110,006.00	0.00	2,939.30	2,939.30	0.00	107,066.70
519 - 02	**Other NC Rev Fed Pass**						FPNC
453546012	**Immunizations 7/26 - 6/27**						
11500 - Salaries (Non BOE salaries)		65,611.00	0.00	2,775.86	2,775.86	0.00	62,835.14
23501 - Fringe Other - General 523501		33,592.83	0.00	0.00	0.00	0.00	33,592.83
89041 - Program Support 589041		4,776.17	0.00	0.00	0.00	0.00	4,776.17
Posting Activity Total		103,980.00	0.00	2,775.86	2,775.86	0.00	101,204.14
519 - 02 subtotal:		103,980.00	0.00	2,775.86	2,775.86	0.00	101,204.14
520 - 03	**Other NC Rev State**						SDNC
452876013	**School Health Clinic FY27**						
11500 - Salaries (Non BOE salaries)		184,000.00	0.00	0.00	0.00	0.00	184,000.00
23501 - Fringe Other - General 523501		1.00	0.00	0.00	0.00	0.00	1.00
61200 - Office Supplies 561200		1.00	0.00	0.00	0.00	0.00	1.00
61204 - Emergency/Medical Suppl 561204		1.00	0.00	0.00	0.00	0.00	1.00
61208 - Laboratory Supplies 561208		1.00	0.00	0.00	0.00	0.00	1.00
89050 - Administrative Costs 589050		1.00	0.00	0.00	0.00	0.00	1.00
Posting Activity Total		184,005.00	0.00	0.00	0.00	0.00	184,005.00

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ACTIVITY GROUP: NCP							
601 School Health Clinic FY27							
520 - 03 subtotal:		184,005.00	0.00	0.00	0.00	0.00	184,005.00
601 subtotal:		12,436,451.77	5,724,951.03	52,826.58	5,777,777.61	986,697.01	5,671,977.15

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Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
602 Lead Case Clearance							
464 - 05	**Other NC Rev Other**						OTNC
450656025	**Lead Clearance-Applesauce**						
89041 - Program Support 589041		91,520.00	88,348.78	0.00	88,348.78	0.00	3,171.22
Posting Activity Total		91,520.00	88,348.78	0.00	88,348.78	0.00	3,171.22
464 - 05 subtotal:		91,520.00	88,348.78	0.00	88,348.78	0.00	3,171.22
489 - 01	**Other NC Rev Federal**						FDNC
450636021	**Healthy Homes January 15, 2025 - January 15, 2029**						
33000 - Professional Services 533000		750,000.00	448,937.00	0.00	448,937.00	66,211.00	234,852.00
Posting Activity Total		750,000.00	448,937.00	0.00	448,937.00	66,211.00	234,852.00
489 - 01 subtotal:		750,000.00	448,937.00	0.00	448,937.00	66,211.00	234,852.00
498 - 03	**Other NC Rev State**						SDNC
452726023	**SBHC Oversight FY26**						
11500 - Salaries (Non BOE salaries)		12,162.00	12,162.00	0.00	12,162.00	0.00	0.00
23501 - Fringe Other - General 523501		6,226.94	6,226.94	0.00	6,226.94	0.00	0.00
89050 - Administrative Costs 589050		14,466.06	14,466.06	0.00	14,466.06	0.00	0.00
Posting Activity Total		32,855.00	32,855.00	0.00	32,855.00	0.00	0.00
498 - 03 subtotal:		32,855.00	32,855.00	0.00	32,855.00	0.00	0.00
516 - 03	**Other NC Rev State**						SDNC
453816023	**HDGun Viol Prev 7/1/26-6/30/27 11000-DPH48882-12645 DPH20262010GRA/I**						
11500 - Salaries (Non BOE salaries)		155,999.48	0.00	6,599.67	6,599.67	0.00	149,399.81
23501 - Fringe Other - General 523501		79,871.73	0.00	0.00	0.00	0.00	79,871.73
33018 - Contractual 533018		404,717.34	0.00	0.00	0.00	404,717.34	0.00
53000 - Communications 553000		600.00	0.00	0.00	0.00	0.00	600.00
89041 - Program Support 589041		4,000.00	0.00	0.00	0.00	0.00	4,000.00
89050 - Administrative Costs 589050		37,330.68	0.00	0.00	0.00	0.00	37,330.68
89201 - Mileage 589201		2,400.00	0.00	0.00	0.00	0.00	2,400.00
Posting Activity Total		684,919.23	0.00	6,599.67	6,599.67	404,717.34	273,602.22
516 - 03 subtotal:		684,919.23	0.00	6,599.67	6,599.67	404,717.34	273,602.22
520 - 03	**Other NC Rev State**						SDNC
452876023	**SBHC Oversight FY27**						
11500 - Salaries (Non BOE salaries)		12,000.00	0.00	0.00	0.00	0.00	12,000.00
23501 - Fringe Other - General 523501		1.00	0.00	0.00	0.00	0.00	1.00
89050 - Administrative Costs 589050		1.00	0.00	0.00	0.00	0.00	1.00
Posting Activity Total		12,002.00	0.00	0.00	0.00	0.00	12,002.00
520 - 03 subtotal:		12,002.00	0.00	0.00	0.00	0.00	12,002.00

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Activity Detail - Capital projects

Data as of 08/04/2026, 04:07:43PM

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
602 subtotal:		1,571,296.23	570,140.78	6,599.67	576,740.45	470,928.34	523,627.44

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Activity Detail - Capital projects

Data as of 08/04/2026, 04:07:43PM

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
605 CSLFRF Senior Center							
485 - 02	**Other NC Rev Fed Pass**						FPNC
340176052	**CSLFRF Senior Center 11/22/24-12/31/26**						
33000 - Professional Services 533000		22,000.00	19,192.00	0.00	19,192.00	8,565.00	-5,757.00
33018 - Contractual 533018		20,000.00	20,000.00	0.00	20,000.00	0.00	0.00
61206 - Office-Misc 561206		5,757.00	0.00	0.00	0.00	0.00	5,757.00
Posting Activity Total		47,757.00	39,192.00	0.00	39,192.00	8,565.00	0.00
485 - 02 subtotal:		47,757.00	39,192.00	0.00	39,192.00	8,565.00	0.00
605 subtotal:		47,757.00	39,192.00	0.00	39,192.00	8,565.00	0.00

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Activity Detail - Capital projects

Data as of 08/04/2026, 04:07:43PM

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
701 Friends of the Library							
044 - 05	**Other NC Rev Other**						OTNC
561197015	**Friends of the Library**						
43033 - Service/Maintenance Con 543033		19,611.70	17,636.89	0.00	17,636.89	0.00	1,974.81
53001 - Postage 553001		0.00	1,408.36	0.00	1,408.36	0.00	-1,408.36
64200 - Library Books 564200		0.00	0.00	0.00	0.00	0.00	0.00
64204 - Young Adult Programs 564204		14,244.50	16,350.45	0.00	16,350.45	0.00	-2,105.95
64205 - Adult Programs 564205		56,214.35	36,537.49	25.51	36,563.00	0.00	19,651.35
69000 - Other Supplies 569000		0.00	1,862.68	0.00	1,862.68	0.00	-1,862.68
75501 - Building Improvements 575501		41,113.00	41,112.88	0.00	41,112.88	0.00	0.12
89016 - Culture/Youth Activity 589016		35,255.63	40,221.76	70.00	40,291.76	500.00	-5,536.13
Posting Activity Total		166,439.18	155,130.51	95.51	155,226.02	500.00	10,713.16
044 - 05 subtotal:		166,439.18	155,130.51	95.51	155,226.02	500.00	10,713.16
278 - 03	**Other NC Rev State**						SDNC
561407013	**CT State Library Aid Grant**						
64200 - Library Books 564200		0.00	0.00	0.00	0.00	0.00	0.00
71010 - Operations Equipment-Mi 571010		7,259.96	2,263.96	0.00	2,263.96	0.00	4,996.00
Posting Activity Total		7,259.96	2,263.96	0.00	2,263.96	0.00	4,996.00
278 - 03 subtotal:		7,259.96	2,263.96	0.00	2,263.96	0.00	4,996.00
430 - 03	**Other NC Rev State**						SDNC
561547013	**Connecticard**						
71010 - Operations Equipment-Mi 571010		3,485.00	0.00	0.00	0.00	0.00	3,485.00
Posting Activity Total		3,485.00	0.00	0.00	0.00	0.00	3,485.00
430 - 03 subtotal:		3,485.00	0.00	0.00	0.00	0.00	3,485.00
436 - 05	**Other NC Rev Other**						OTNC
561437015	**Wtby BRASS FY23**						
89041 - Program Support 589041		12,603.38	12,581.23	0.00	12,581.23	0.00	22.15
Posting Activity Total		12,603.38	12,581.23	0.00	12,581.23	0.00	22.15
436 - 05 subtotal:		12,603.38	12,581.23	0.00	12,581.23	0.00	22.15
481 - 05	**Other NC Rev Other**						OTNC
561447015	**Library Bike Grant 2024-NVCOG 7/14/24-12/31/25**						
61205 - Othr NonInstructl Suppl 561205		5,000.00	4,986.71	0.00	4,986.71	0.00	13.29
Posting Activity Total		5,000.00	4,986.71	0.00	4,986.71	0.00	13.29
481 - 05 subtotal:		5,000.00	4,986.71	0.00	4,986.71	0.00	13.29
492 - 05	**Other NC Rev Other**						OTNC
561457015	**Library UCONN-My Town My Story**						

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Activity Detail - Capital projects

Data as of 08/04/2026, 04:07:43PM

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
701 Library UCONN-MTMS							
492 - 05	**Other NC Rev Other**						OTNC
89041 - Program Support 589041		5,000.00	1,838.71	0.00	1,838.71	0.00	3,161.29
Posting Activity Total		5,000.00	1,838.71	0.00	1,838.71	0.00	3,161.29
492 - 05 subtotal:		5,000.00	1,838.71	0.00	1,838.71	0.00	3,161.29
701 subtotal:		199,787.52	176,801.12	95.51	176,896.63	500.00	22,390.89

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Activity Detail - Capital projects

Data as of 08/04/2026, 04:07:43PM

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
ACTIVITY GROUP: NCP							
801 Leavenworth Trust Fund							
027 - 05	**Other NC Rev Other**						OTNC
562058015	**Education - Leavenworth Trust Fund**						
100 - Per Serv		12,500.00	7,601.25	0.00	7,601.25	0.00	4,898.75
500 - Other Purch		53,478.11	37,257.95	0.00	37,257.95	0.00	16,220.16
600 - Supplies		625,550.74	626,935.52	0.00	626,935.52	12,065.40	-13,450.18
700 - Property		13,574.33	7,569.46	0.00	7,569.46	0.00	6,004.87
Posting Activity Total		705,103.18	679,364.18	0.00	679,364.18	12,065.40	13,673.60
027 - 05 subtotal:		705,103.18	679,364.18	0.00	679,364.18	12,065.40	13,673.60
801 subtotal:		705,103.18	679,364.18	0.00	679,364.18	12,065.40	13,673.60

City of Waterbury - Activity Report - Current Year Versus Prior

FISCAL YEAR 2027 PERIOD 12.00
LEVEL 1: 00 - 99
LEVEL 2: 000 - 999
LEVEL 3: 000 - 999
LEVEL 4: 0000 - 9999
BUDGET #: 1
ACTIVITY GROUP(S): NCP

(ENCUMBRANCES & COMMITMENTS AS OF RUN DATE FOR CURRENT FISCAL YEAR)

Data as of 08/04/2026, 04:07:43PM

Activity Detail - Capital projects

Activity	Activity Description	Current Budget	Prior Years Expenditures	Current Year Expenditures	Total Expenditures	Encumbrances & Commitments	Balance
NCP subtotal:		*46,166,981.23*	32,186,320.82	139,874.04	*32,326,194.86*	*1,929,156.96*	*11,911,629.41*
Grand Total:		46,166,981.23	32,186,320.82	139,874.04	32,326,194.86	1,929,156.96	11,911,629.41



City of Waterbury
Bureau of Water

To: The Honorable Board of Aldermen

Cc: The Honorable Paul K. Pernerewski Jr., Mayor

Angela Juliani, Corporation Counsel

From: Ramon Esponda, Superintendent

Date: August 5, 2026

Re: Agreement between the City of Waterbury and Connecticut Forest and Park Association for use of the Mattatuck Hiking Trail.

Attached for your review and approval is a proposed agreement between the City of Waterbury and Connecticut Forest and Parks Association, Inc. (CF&PA). Below is a summary of the agreement:

1. The CF&PA wishes to use the Mattatuck Hiking Trail located in the Shepaug and Cairn Reservoirs. These trails will permit passive open space recreation for the public with assurances of no adverse impact to our watersheds and reservoirs.
2. Comparable agreements with CF&PA were in place for decades without incident.
3. There is no cost to the City of Waterbury. The contract term is through April 30, 2029, but in the sole discretion of the City, it may be extended an additional three years, if the City chooses to do so by October 31, 2028.
4. The CF&PA will be responsible for all maintenance of the Hiking Trails.
5. The City is protected from liability under Sections 52-557f through 52-557j of the Connecticut General Statutes. In addition, the CF&PA will be required to maintain insurance coverage acceptable to the City of Waterbury.
6. The City has obtained approval for this activity from the Connecticut Department of Public Health under Recreational Activity Permit #REC2019-03, which expires April 30, 2029, but can be requested by the Water Department to be renewed if the City wishes to extend this contract.

Also attached for your information is Tax Clearance and Disclosure and Affidavit for CF&PA

OFFICE OF THE TAX COLLECTOR
THE CITY OF WATERBURY
CONNECTICUT

MEMORANDUM

Date: 08/04/2026

From: **Delinquent Tax Office**

To: **Nicholas Helms-City Forester Bureau of Water - City of Waterbury**

Subject: **Tax Clearance**

As of this date, the records in the Tax Collector's Office indicate that the following ***are not*** delinquent for taxes, water or parking tickets.

CONNECTICUT FOREST AND PARK ASSOCIATION INCORPORATED
16 MERIDEN RD,
ROCKFALL, CT, 06481

If you have any questions regarding this matter, please do not hesitate to call our office at (203) 574-6810.

Very truly yours,

Heidi Barbieri. CCMC
Deputy Revenue Collection Manager
City of Waterbury

HB/ln

TRAIL CONSERVATION AGREEMENT
Mattatuck Trail - Wigwam Section and Mattatuck Trail - Shepaug Section

This Trail Conservation Agreement ("Agreement"), made and entered the date executed by the City of Waterbury's Mayor, is by and between the CITY OF WATERBURY ("City"), of 235 Grand Street in Waterbury, Connecticut, 06702 and the CONNECTICUT FOREST AND PARK ASSOCIATION, INC. ("Association"), a domestic corporation organized under the laws of the State of Connecticut and having an office at 16 Meriden Road, Rockfall, Connecticut 06481.

WHEREAS, the City desires to have the Association use and maintain a section of the Mattatuck Hiking Trail, which is part of the Blue-Blazed Trail System ("**Mattatuck Trail – Wigwam Section**") northwest of its present location, so as to provide an acceptable buffer distance between the **Mattatuck Trail – Wigwam Section** and the City's Water Treatment Plant, as shown on **Exhibit 1**; and

WHEREAS, the City has acquired fee title to certain premises located in the Town of Warren located on the Shepaug Reservoir Lands in Warren, Connecticut ("Shepaug Reservoir Property"), said Shepaug Reservoir Property being described in a deed recorded with the Town Clerk of the Town of Warren, a copy of which is attached hereto as **Exhibit 2**; and

WHEREAS, the Association desires to use and maintain a section of the Mattatuck Hiking Trail, which is also part of the Blue-Blazed Trail System ("**Mattatuck Trail – Shepaug Section**"), a pedestrian walking trail or footpath over the Shepaug Reservoir Property to be included in the Blue-Blazed Hiking Trail System, as shown on **Exhibit 3**; and

WHEREAS, the City is willing to allow such activity and use of the **Mattatuck Trail – Wigwam Section** and the **Mattatuck Trail – Shepaug Section** upon the terms and conditions as set forth within this Agreement and the Department of Public Health's Recreational Activity Permit #REC2019-03, DPH Project No. 2019-0064, attached hereto as **Exhibit 4**.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties hereto agree as follows:

1. The parties recognize that in the future there may be a need to relocate the **Mattatuck Trail – Wigwam Section** and/or the **Mattatuck Trail – Shepaug Section** because of resource damage, property management initiatives, natural disasters, or to provide a more desirable experience for the hiker.

    1.1. If the relocation is a deviation of less than or equal to **1,000 feet in length** and less than or equal to **100 feet laterally** from the originally approved location, the relocation is considered minor ("Minor Relocation"). A Minor Relocation may be made with prior written

approval of the **City's Bureau of Water Superintendent.** A written, duly authorized Amendment to this Agreement shall **not** be required for a Minor Relocation. The Association shall provide the City, within thirty (30) calendar days of a Minor Relocation, with an updated map delineating the new location of the trail. Said map(s) shall be attached hereto as an appendix to Exhibit 1 or Exhibit 3, as applicable.

1.2. If the relocation is a deviation of more than 1,000 feet in length and/or more than 100 feet laterally from the originally approved trail location, the change is considered major ("Major Relocation"). A Major Relocation may not be made without a written duly authorized and executed Amendment to this Agreement.

2. The City and the Association agree that at all times while this Agreement is in effect, the **Mattatuck Trail – Wigwam Section** and the **Mattatuck Trail – Shepaug Section** shall be made available to the general public without charge, rent, fee or other commercial service for recreational purposes, and that the **Mattatuck Trail – Wigwam Section** and the **Mattatuck Trail – Shepaug Section** shall be managed in such a manner that the City and the Association shall be protected from liability under Sections 52-557f through 52-557j of the Connecticut General Statutes.

3. The Association, at its discretion, may make the existence of the **Mattatuck Trail – Wigwam Section** and the **Mattatuck Trail – Shepaug Section** known to recreational users by means of such trail blazes and small signs as it may deem to be in keeping with the purpose of this Agreement. All maps and material about the **Mattatuck Trail – Wigwam Section** and the **Mattatuck Trail – Shepaug Section** shall be provided to the City for review and comment at least fourteen (14) calendar days prior to publication.

4. The Association shall maintain the **Mattatuck Trail – Wigwam Section** and the **Mattatuck Trail – Shepaug Section**, at its own expense, in accordance with Department of Public Health's Recreational Activity Permit #REC2019-03, DPH Project No. 2019-0064 (as it may be amended or renewed), attached hereto as **Exhibit 4**, and made a part hereof; and in accordance with **Attachment A, Attachment B, Attachment C,** and **Attachment D**, all attached hereto, and made a part hereof.

5. The Association shall provide a written report to the **City's Bureau of Water Superintendent** on an annual basis by January 15th of each year, or at such other time as required by the City, that at a minimum provides those items identified in Attachment C of **Exhibit 4**.

6. The Association agrees that it shall not have any property interest or estate in (a) the Shepaug Reservoir Property, (b) the property on which the City's Water Treatment Plant is situated, or (c) any property to which the City may have an

interest, by virtue of this Agreement, and shall not have or claim by any lapse of time any right or title adverse to the City.

7. This Agreement shall be recorded by the Association, at its expense, on the Land Records of the Town of Warren, and the City of Waterbury.

8. Reserved Rights. City reserves unto itself, its successors and assigns all rights accruing from its property interest in (a) the Shepaug Reservoir Property, (b) the property on which the City's Water Treatment Plant is situated, or (c) any property to which the City may have an interest, including the right to continue to use the **Mattatuck Trail – Wigwam Section** and the **Mattatuck Trail – Shepaug Section** for purposes not inconsistent with this Agreement;

9. Notice. Except as otherwise specifically prohibited in this agreement, whenever under this agreement 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 Association, 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:

Association: **Executive Director**
Connecticut Forest and Park Association, Inc.
16 Meriden Road
Rockfall, CT 06481

City: **City of Waterbury**
Bureau of Water
Superintendent
21 East Aurora Street
Waterbury, CT 06710

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

10. Termination.

10.1. Termination for Cause. If, through any cause, the Association shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Association shall violate any of the covenants, agreements, or stipulations of this Agreement ("Breach"), the City shall thereupon have the right to terminate this Agreement provided that the City first provides written notice of such Breach to the Association and that such Breach is not corrected within fourteen (14) calendar days after receipt of written notice of the Breach. In the event the Association fails to correct any such Breach within fourteen (14) calendar days after receipt of

written notice thereof, the City may issue a notice of termination that shall be effective immediately.

Notwithstanding the above, the Association shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Association.

10.2. Termination for Convenience of the City. The City may terminate this Agreement at any time for the convenience of the City, upon thirty (30) days written notice from the City to the Association.

10.3. Temporary Termination. Should the City desire to temporarily restrict the use of the **Mattatuck Trail – Wigwam Section** and/or the **Mattatuck Trail – Shepaug Section,** without terminating this Agreement pursuant to (A) or (B) above, the City shall provide notice of the same as provided in Section 11 above and set forth the duration of the temporary restriction.

11 Assignability. The Association shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City, and said Agreement shall terminate immediately in the event of any attempted transfer or assignment by the Association.

12. Governing Laws. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Connecticut.

13. Indemnification.

13.1. The Association shall indemnify, defend, and hold harmless the City, City's Boards, 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 Association, its Board members, 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 Associations' duties and obligations 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.

13.2. In any and all claims against the City or any of the City's boards, agents, employees or officers by the Association or any Board member or employee of the Association, 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 13.1 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Association or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

14. Insurance Requirements. The Association shall comply with the following insurance requirements and maintain the following insurance limits during the Term of this Agreement:

14.1. The Association shall not commence work under this Contract until all insurance required under this Section 14 has been obtained by the Association and such insurance has been approved by the City. The Association 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.

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

14.3. 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.

14.4. 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 Association:

14.4.1 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.

14.4.2 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.

14.4.3 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**

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

14.4.4 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.

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

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

14.7. Certificates of Insurance: All Association's Insurance Policies except Workers' Compensation shall be endorsed to add the City and the City of Waterbury Bureau of Water as an additional insured and provide waiver of

subrogation on all policies. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Association'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 Association shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and the City of Waterbury Bureau of Water 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 Invitation to Request for Proposal Number must be shown on the certificate of insurance to assure correct filing. The Association must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies).

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

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

15. Term. The term of this Agreement shall be from execution of this Agreement by the Mayor through **April 30, 2029**.

15.1 Option. There shall be an Option, in the City's sole discretion, to extend this Agreement for an additional three (3) years upon the same terms and conditions, as may be modified by any DPH permit renewal, amendment or replacement. Notice of the City's desire to exercise this Option shall be provided to the Association by **October 31, 2028**.

(signatures continue on next page)

IN WITNESS WHEREOF, the parties hereto execute this Agreement 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:

CONNECTICUT FOREST AND PARK ASSOCIATION, INC.

By:_____
Print name:
Its _____

Date: _____

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Connecticut

SS.: Rockfall

County of Middlesex

Joey Listro, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** Executive Director of Connecticut Forest and Park Association (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

____ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

__X__ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

__X__ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

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

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

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

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

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

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1			
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1		None		
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1		
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

By: _____
Name of General Partner/ Sole Proprietor

_____
Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

Deposes and says that he/she is _____ of _____ and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this _____ day of _____ 202 __.

_____
(Notary Public)

My Commission Expires: _____

For Corporation

Michelle Sawyer
Witness Michelle Sawyer

Connecticut Forest and Park Association
Name of Corporate Signatory

16 Meriden Rd., Rockfall, CT 06481
Address of Business

Affix
Corporate
Seal

By: _____
Name of Authorized Corporate Officer

Its: Executive Director
Title

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

State of Connecticut)
) ss Middletown, CT
County of Middlesex .)

Joseph P. Listro being duly sworn, deposes and says that he/she is Executive Director of Connecticut Forest and Park Association and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 9th day of June 2026.

Michelle Sawyer (Notary Public)

My Commission Expires: _____

Michelle Sawyer
NOTARY PUBLIC, STATE OF CONNECTICUT
My Commission Expires Dec. 31, 2028

Michelle Sawyer
NOTARY PUBLIC, STATE OF CONNECTICUT
My Commission Expires Dec. 31, 2024

Waterbury Board of Education

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

Elizabeth C. Brown
President

August 6, 2026
Via Email

Honorable Board of Aldermen
c/o City Clerk
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Ladies and Gentlemen:

We request your review and approval of Amendment Two (2) to the Professional Services Agreement with Connecticut RISE Network, Inc. for Data Hub Setup, Configuration and Implementation.

The aforementioned was approved by the Board of Education at its special meeting of August 5, 2026.

Respectfully,

Carrie A. Swain, Clerk
Waterbury Board of Education

cc: J. Gay

WATERBURY
PUBLIC SCHOOLS

Janet Frenis
Chief Operating Officer
(203) 574-8000
jfrenis@waterbury.k12.ct.us

EXECUTIVE SUMMARY

Date: August 3, 2026

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

From: Janet Frenis, Chief Academic Officer

Re: Amendment #2 to the Professional Services Agreement for Data Hub Setup, Configuration and Implementation with Connecticut RISE Network, Inc.

The Department of Education respectfully requests your review and approval to amend the professional services agreement with Connecticut RISE Network, Inc. (RISE) that provides access to the RISE Network's Data Hub platform. The Data Hub original scope of services includes collaboration with the Education Department for the initial set-up, configuration, data migration and customization of the platform at Kennedy and Wilby High Schools.

The RISE Network's Data Hub gives these schools access to a secure, user-friendly, and timely platform, including interactive and downloadable student lists, student profile tools, customization charts, strategic data calendars and linked protocols. The original contract includes unlimited access to the Data Hub for Central Office leaders and Professional Development for Kennedy and Wilby High Schools. The term of the original agreement is for a period of three (3) years, at the cost of $126,400 commencing on January 14, 2025 and terminating on June 30, 2028. The original contract's funding sources were the School Improvement Grant (SIG) and Commissioner's Network (CN).

Amendment #1 added Crosby High School to receive the same original services through this specialized data utilization system, uniquely customized to highlight and address academic and behavioral challenges related to Crosby High School. The cost for Crosby High School was $43,200 ($14,400 per year), increasing the total agreement amount to $169,600. Funding for Crosby High School is provided through Commissioner's Network. All other contract terms remain unchanged.

For Amendment #2, we respectfully request additional platform services for Kennedy High School in the amount of $47,500. Services include Grade 9 collaboratives, on-track mentoring, postsecondary working group, postsecondary summit, Grade 9 visit to RISE Core Network Partner High School and RISE annual convening. The cost for Amendment #2 is $47,500, increasing the total agreement amount to $217,100. Funding will be provided through the Commissioner's Network. All other contract terms remain unchanged.

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

c: Chief Financial Officer

Amendment No. 2
to
Professional Services Agreement
for
Data Hub Setup, Configuration and Implementation
between
The City of Waterbury, Connecticut
and
Connecticut RISE Network, Inc.

THIS SECOND AMENDMENT ("Amendment No. 2"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and CONNECTICUT RISE NETWORK, INC. (the "Contractor"), located at 700 State Street, 3rd Floor, New Haven, Connecticut 06511, a State of Delaware duly registered foreign corporation (jointly referred to as the "Parties").

WHEREAS, the parties hereto executed a three (3)-year Agreement effective January 14, 2025, for the setup, configuration and implementation of the RISE Network's Data Hub platform at Wilby and Kennedy High Schools at a cost not to exceed $126,400.00 (the "Agreement" or "Contract");

WHEREAS, the parties amended the Agreement, effective November 20, 2025 to add Crosby High School to the Scope of Services at an additional cost not to exceed $43,200.00, and a total contract cost not to exceed $169,600.00; and

WHEREAS, in accordance with Section 21 of the Agreement, the Parties wish to amend the Agreement to provide additional platform services to Kennedy High School at an additional cost of $47,500.00 for a cost not to exceed $217,100.00 for the entire term of the Agreement;

NOW THEREFORE, the Parties hereby agree and covenant to amend the Agreement as follows:

1. **Subsection 1.1** of **Section 1 ("Scope of Services")** shall be amended to read as follows:

1.1. The Project consists of, and the Contractor shall provide setup, configuration and implementation of the RISE Network's Data Hub ("Hub") platform at Wilby, Kennedy and Crosby High Schools, including but not limited to:

- Initial setup, configuration and implementation of the Hub for Waterbury Public Schools, including necessary infrastructure, data migration and customization (e.g, on-track criteria, credit types, etc.) to meet district requirements.
- Educator access to a secure, user-friendly, and timely data platform, including interactive and downloadable student lists, student profile tools, customizable charts and dashboards, strategic data calendars, linked protocols and more.

- Unlimited Hub accounts for central office leaders and educators at Wilby, Kennedy and Crosby High Schools.
- On-Track Professional Mentor at Kennedy High School
- Grade 9 Collaborative Sessions for Kennedy and Wilby High Schools
- Post-secondary working group for Kennedy High School
- Grade 9 Visit to RISE Core Network Partner High school for two Kennedy High School students
- RISE annual convention invitation for two Kennedy High School students
- Up to two introductory Hub training sessions for school and district staff with turnkey materials.
- Opportunity to administer postsecondary student surveys at up to two key moments, with data integrated in the Hub.
- Ongoing Hub maintenance and new features.

as detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1. Sole Source letter, dated April 18, 2024, consisting of one (1) page; attached hereto;
1.1.2. Contractor's Partnership Proposal for Wilby and Kennedy High Schools, entitled "WPS-RISE Partnership Scope of Work," consisting of seven (7) pages, attached hereto;
1.1.3. Contractor's Partnership Proposal for Crosby High School, entitled "Waterbury-RISE Partnership Scope of Work," consisting of two (2) pages, attached hereto;
1.1.4. Contractor's Partnership Proposal for 2026-2027 School Year entitled "Kennedy High School-RISE Scope of Work," consisting of four (4) pages, attached hereto;
1.1.5. Certificates of Insurance, incorporated by reference
1.1.6. All applicable Federal, State and local statutes, regulations, charter and ordinances, incorporated by reference
1.1.7. All required licenses and certifications, incorporated by reference.

2. **Section 6 ("Compensation")** shall read as follows:

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

Compensation for the Contractor's services shall not exceed **TWO HUNDRED SEVENTEEN THOUSAND ONE HUNDRED AND 00/100 DOLLARS ($217,100.00)** for the entire term of the Agreement.

The compensation shall be paid in conformity with Contractor's Partnership Proposal for Wilby and Kennedy High Schools, Contractor's Partnership Proposal for Crosby High School and Contractor's Partnership Proposal for 2026-2027 School Year, which are set forth in **Attachment A** of this Contract and are hereby made part of Section 6 of this

Agreement as if fully set forth herein.

3. Except as expressly modified herein, all other terms, conditions and provisions of the Agreement, which are not inconsistent with this Amendment No. 2 shall remain in full force and effect and binding upon the parties hereto.

(Signatures next page)

IN WITNESS WHEREOF, the parties hereto execute this Amendment No. 2 on the dates signed below.

WITNESSES:

_____

_____

CITY OF WATERBURY

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

Date: _____

WITNESSES:

_____

_____

CONNECTICUT RISE NETWORK, INC.

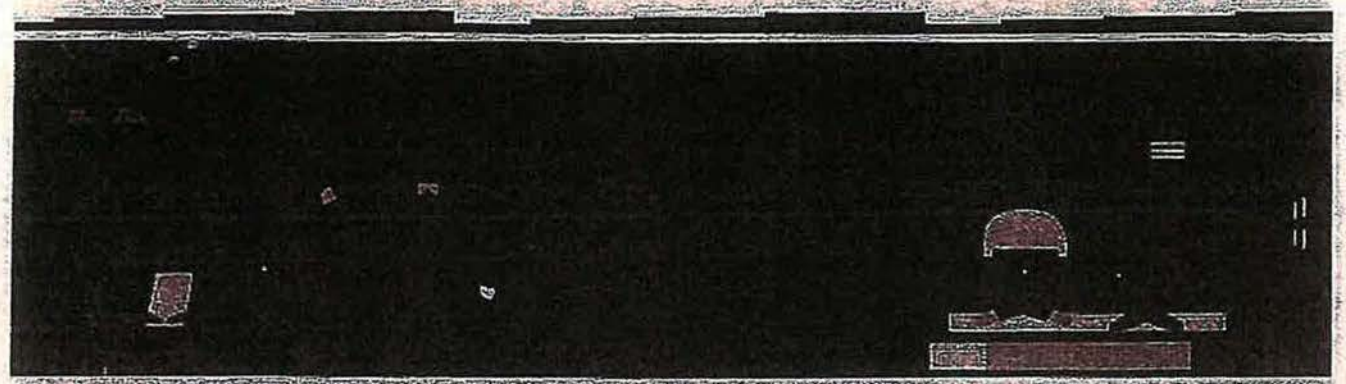
By:_____

Its _____

Date: _____

WPS-RISE Partnership

Scope of Work



Partnership Proposal

The RISE Network team is pleased to submit this proposal for the expansion of our partnership with Waterbury Public Schools (WPS) to support the district's high schools in the adoption of data tools to support on-track achievement and postsecondary access for all students.

Bringing the RISE Data Hub to WPS high schools will help build on the progress made during the 2022-23 school year, when Kennedy High School and Wilby High School participated in RISE's Freshman Focus Network, and augment the ongoing work through Kennedy, Wilby, and Crosby high schools' participation in the 2023-24 Freshman Focus Network. To date, partnership between RISE and WPS has helped teams make improvements to the student experience around the high school transition and strengthen key foundational conditions to promote increased on-track outcomes. RISE has also worked with these three high schools on developing systems to increase FAFSA completion through the Connecticut FAFSA Challenge. In 2022-23, both Kennedy and Wilby met their FAFSA completion growth goals through this partnership.

The purpose of this proposal is to offer a draft scope of work to expand our partnership with WPS to include adoption of the Data Hub. Through this partnership, we would seek to support WPS in adopting the RISE Data Hub and using this custom-built data platform to promote results-driven and equity-centered student support around both on-track and postsecondary planning.

About the RISE Network

The RISE Network's mission is to ensure all RISE high school students graduate with a plan and the skills and confidence to achieve college and career success. Founded in 2015, RISE partners with Connecticut public high schools to lead statewide networks where school communities work together to use data to learn and improve. Through its core and most comprehensive network, RISE partners with nine high schools and eight public school districts, serving over 13,000 students; the majority of RISE students identify as Black, Latinx, and/or low-income. RISE high schools work together to ensure all students experience success as they transition to, through, and beyond high school by using data to pinpoint needs, form hypotheses, and pursue ideas to advance student achievement. Over the past seven years, RISE high schools have achieved double-digit gains improving Grade 9 on-track achievement, four-year-high school graduation rates, and student identification of postsecondary plans, while also decreasing subgroup gaps across all indicators. In 2021, the

RISE Network was honored to receive the Carnegie Foundation's annual Spotlight on Quality in Continuous Improvement recognition. Increasingly, RISE is pursuing opportunities to scale its impact through consulting partnerships with public school districts, state agencies, and non-profit organizations. RISE is eager to partner with mission-aligned organizations to improve student outcomes and close opportunity gaps.

Our Core Service Areas

The RISE Network offers services in four areas aligned with our core competencies. It is through this combination of services that we have supported schools in achieving double-digit gains across multiple student outcome indicators. The scope of work presented on the following pages aligns to these four areas.



RISE Data Hub

Access to actionable, secure, and user-friendly data tools designed by educators, for educators.



Educator Coaching

Personalized coaching and capacity building for educators leading continuous improvement efforts.



Network Community

Facilitation of cross-school learning and the exchange of resources and promising practices.



Effective Strategies

Design and pursuit of evidence-based practices to promote on-track achievement postsecondary success.

Outline of Services for WPS and WHS

The section outlines a scope of work between Waterbury and RISE for Kennedy and Wilby high schools. The first table outlines each service package and their cost. The second table unpacks each service package in more detail, with key activities and brief descriptions. The final tables provide a detailed payment schedule by funding source.

The planned services include Data Hub Access for 2025-26 through the 2027-28 school year. Each of these components are unpacked below with key activities, brief descriptions, and annual budget amounts.

Packages and Total Associated Costs

Component	What's included	Timeline	Value	Cost to WPS
RISE Data Hub	Configuration fee	Configuration in 24-25	$60,000	$40,000 *Reflects partially waived fee*
RISE Data Hub (Wilby)	Annual Access to the RISE Data Hub, 2 trainings, 3 post-secondary surveys	3 full years of access: 25-26, 26-27, 27-28	$48,000	$43,200 *Reflects 10% multi-year discount*
RISE Data Hub (Kennedy)	Annual Access to the RISE Data Hub, 2 trainings, 3 post-secondary surveys	3 full years of access: 25-26, 26-27, 27-28	$48,000	$43,200 *Reflects 10% multi-year discount*
Total			$156,000	$126,400

	2024-25 Total	2025-26 Total	2026-27 Total	2027-28 Total	Contract Total
Wilby	$19,400.00	$19,400.00	$14,400.00	$0	$53,200.00
Kennedy	$24,400.00	$24,400.00	$24,400.00	$0	$73,200.00
WPS Total	*$43,800.00*	*$43,800.00*	*$38,800.00*	$0	*$126,400.00*

Detailed Outline of Partnership Components

Component	Description	Cost
RISE Data Hub	• Initial setup, configuration, and implementation of the Hub for WPS, including necessary infrastructure, data migration, and customization (e.g., on-track criteria, credit types, etc.) to meet district requirements. • Educator access to a secure, user-friendly, and timely data platform, including interactive and downloadable student lists, student profile tools, customizable charts and dashboards, strategic data calendars, linked protocols, and more. • Unlimited Hub accounts for central office leaders and educators at Kennedy and Wilby. • Up to two introductory Hub training sessions for school and district staff with turnkey materials. • Opportunity to administer postsecondary student surveys at up to two key moments, with data integrated in the Hub. • Ongoing Hub maintenance and new features.	Initial district configuration: $40,000, with integration to start immediately upon signing (reflecting $20,000 waived integration fee) Hub access: $28,800 annually for 3-year contract that includes 25-26, 26-27, 27-28 (reflecting 10% multi-year discount)

Payment Schedule

The RISE Network will submit multiple invoices for payment aligned to this scope of work for Kennedy and Wilby. Payment will be due within 30 days of receipt of the invoice. The table below provides a payment schedule for the services outlined above.

Kennedy

Below is the payment schedule for Kennedy.

Invoices	Amount
Invoice #1: Payment due upon acceptance of this Agreement	$24,400.00
Invoice #2: On July 1, 2025	$24,400.00
Invoice #3: On July 1, 2026	$24,400.00
Total:	$73,200.00

Wilby

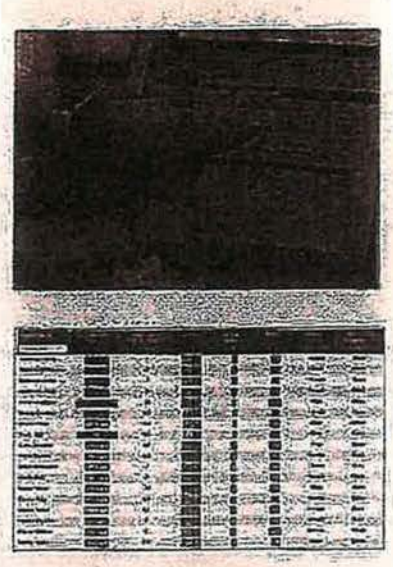
Below is the payment schedule for Wilby.

Invoices	Amount
Invoice #1: Payment due upon acceptance of this Agreement	$19,400.00
Invoice #2: On July 1, 2025	$19,400.00
Invoice #3: On July 1, 2026	$14,400.00
Total:	$53,200.00

Overview of the RISE Data Hub

The RISE Data Hub is a secure, action-oriented data platform built by educators, for educators to promote on-track achievement and postsecondary success for all students. The Hub streamlines many data sources into one user-friendly interface and supports teachers, counselors, and administrators to efficiently support all students.

Providing features that meet schools' needs



- Integrated data sources pull directly into the Hub each night, giving educators secure and timely access to important information from multiple systems, including PowerSchool, Naviance, and more. Educators can also input custom tags and other information directly into the Hub interface.
- Student lists allow administrators and teams of teachers to filter, sort, and view trends across many students, identifying needs and narrowing down to targeted groups that need similar interventions. Lists can be exported, downloaded, and shared among educators as needed.
- Custom charts allow administrators and teams to see trends and analyze metrics down by demographic subgroups. Charts may be shared with external stakeholders or used collaboratively with teams to dig into root causes of trends in the data.
- The strategic data calendar highlights the most relevant data to be discussing at each time of year. It equips administrators and team leads with agendas and protocols to guide team meetings and links directly to the relevant data within the Hub.
- Student profiles allow teams to see all the relevant information about a student in one place and facilitate deep conversations about the root causes behind successes and struggles that enable the planning of effective interventions. Profiles can be exported in bulk into student- and family-facing On Track Reports.

Empowering educators to drive results

The Hub's features work together to support educators in improving outcomes while saving time and money.

	Streamlined access ➤	**Focused plan** ➤	Actionable data
The Hub:	● Pulls data nightly from multiple systems ● Displays critical data in lists and charts	● Centers tools around research-based metrics and a strategic data calendar ● Suggests filters to focus on relevant data	● Pairs relevant data with actionable protocols ● Filters and summarizes data to highlight trends ● Records tasks and tracks completion and notes
So that educators:	● Save time manually compiling data ● See a holistic picture of each student, grade level, or school	● Run efficient, collaborative meetings ● See data that is directly related to their workflow at this time in the year	● Identify root causes for student successes and struggles ● Walk away from the data with clear next steps
And the	● Saves tens of thousands	● Engages teachers in	● Saves thousands of dollars

district:	of dollars worth of leader work hours every year	effective PD, decreasing attrition	on credit recovery costs when students courses

Working closely with district partners

RISE highly values its close working relationships with school and district partners. If a district decides to pursue the RISE Data Hub, we start by establishing the terms of our data sharing agreement. After that, we work directly with district and school personnel to understand the unique context of the school, ingest the relevant data safely and securely, and prepare the relevant educators to make the best use of the tool.

Partnership Principles

Through our consulting engagements, we prioritize partnerships that reinforce the following principles:

- **Impact:** We prioritize excellent and equitable student outcomes through all of our work. While most of our partnerships involve capacity- and systems-building work with educators, we remain deeply focused on how these investments translate to improved student experiences and results. We hold ourselves accountable for student outcomes, and we ask our partners to do the same.
- **Collaboration:** Our approach is deeply collaborative. We believe in empowering partners and school communities to create the changes they want to see for their students, caregivers, and educators. We roll up our sleeves alongside partners to understand the school context and iteratively develop approaches that reflect the voices and feedback of school community members.
- **Sustainability:** We strive to ensure that strategies and mindsets cultivated during the partnership live on far beyond the partnership. We are committed to building capacity, structures, and solutions that local educators champion and will sustain over time. We also believe in approaches that are scalable and cost effective, ensuring the school and district can maintain the work.
- **Equity:** We partner exclusively with organizations and districts committed to disrupting opportunity gaps with a focus on communities that serve high concentrations of historically marginalized populations. Our data-driven approach centers our work in evidence and personalization. We differentiate support for schools and educators, just as we support educators in differentiating their support for students. We value diversity and strive to create inclusive spaces where unique perspectives are welcomed and embraced.
- **Improvement:** As an organization that facilitates networks for school improvement, we are committed to inquiry cycles and seek to grow, learn, and improve over time. We promote disciplined reflection -- among RISE staff and with partners -- to learn from successes and challenges. We value progress and improvement over time, and we support school teams in building a culture of continuous improvement.

Partnership Assurances

RISE asks schools, districts, and partners to take accountability for progress and results, and we do the same for ourselves. Our proposal identifies a number of areas requiring deep collaboration and shared accountability. We are committed to delivering in an excellent way, and we require the following from our partners in order to do so:

- **Capacity:** We pursue deeply collaborative partnerships designed to be sustainable and impactful. Our work is dependent on significant access to and support from our partners. To ensure our work is completed in a timely and highly effective manner, partners must commit sufficient capacity to this effort.

- **Conditions:** Our work is complex, and dependent on policies, politics, and environments that can be challenging. While we pride ourselves on the ability to navigate difficult conditions, unexpectedly poor conditions may cause unintended barriers to completing the deliverables exactly as described.

- **Flexibility:** Together, we will embark on innovative and ambitious projects. This work is necessarily dynamic. We ask our partners to be understanding of the occasional need to revisit and modify components of the work plan in order to pursue our intended outcomes.

- **Diversity, Equity, and Inclusion:** Achieving educational equity requires our collective efforts to close long-standing opportunity gaps for historically marginalized populations. We ask partners to confront policies, structures, and practices that may perpetuate inequities, and we ask partners to facilitate transparent and inclusive processes to empower educators, caregivers, and students in shaping improvement efforts.

- **Communication:** Changes to the scope of work will require mutual agreement. We make every effort to communicate early and often about the changing nature of our work and ask our partners to do the same. We ask the partner to identify a communications lead for the central office, as well as each of the partner schools. That way, we can remain coordinated and ensure effective communication.

- **Transparency and Access:** Given the collaborative nature of our work, we will work to establish reciprocal access and transparency. This will ensure that RISE supports are timely, aligned, and representative of organizational context and needs.

Waterbury-RISE Partnership

Scope of Work



Partnership Proposal

The RISE Network team is pleased to submit this proposal for the expansion and amendment of our partnership with Waterbury Public Schools (WPS) to support Crosby High School in the adoption of data tools to support on-track achievement and postsecondary access for all students.

Outline of Services for WPS and Crosby

The section outlines a scope of work between WPS and RISE for Crosby. The planned services include Data Hub Access for the 2025-26 school year through the 2027-28 school year.

Detailed Outline of Partnership Components

Component	Description	Value	Cost to
RISE Data Hub Access for Crosby	• Initial setup, configuration, and implementation of the Hub for Crosby, including necessary infrastructure, data migration, and customization (e.g., on-track criteria, credit types, etc.) to meet district requirements. • Educator access to a secure, user-friendly, and timely data platform, including interactive and downloadable student lists, student profile tools, customizable charts and dashboards, strategic data calendars, linked protocols, and more. • Unlimited Hub accounts for central office leaders and educators at Crosby	Initial district configuration: $50,000 *Waived due to existing integration* Hub access: $16,000 annually	$14,400 annu *Reflects 10% m discount*

Component	Description	Value	Cost to
	• Up to two introductory Hub training sessions for school and district staff with turnkey materials. • Opportunity to administer postsecondary student surveys at up to two key moments, with data integrated in the Hub. • Ongoing Hub maintenance and new features.		

Payment Schedule

The RISE Network will submit multiple invoices for payment aligned to this scope of work for Crosby. Payment will be due within 30 days of receipt of the invoice. The table below provides a payment schedule for the services outlined above.

Invoices	Amount
Invoice #1: Payment due upon acceptance of this Agreement	$14,400.00
Invoice #2: On July 1, 2026	$14,400.00
Invoice #3: On July 1, 2027	$14,400.00
Total:	**$43,200.00**

Kennedy High School-RISE Scope of Work

2026-27 School Year

Purpose and Project Objectives:

The RISE Network team is pleased to submit this scope of work outlining the continuation of our partnership with John F. Kennedy High School (KHS) to support their continued growth in Grade 9 On-Track and Postsecondary Success. To date, RISE and KHS have partnered in several ways, including coaching and professional learning to increase FAFSA completion; participation by school and district leaders in RISE's Grade 9 Symposium; participation with Crosby and Wilby in the cross-district Grade 9 Focus Network; and access to the RISE Data Hub. With the services outlined in this scope of work, RISE aims to support continued progress in Kennedy High School, specifically pursuing the following objectives:

- Strengthen schools' capacity to sustain on-track efforts in Grade 9 and postsecondary access initiatives by building robust systems, structures, and practices.
- Improve Grade 9 on-track performance and postsecondary access rates through continued refinement of proven strategies and strengthening comprehensive postsecondary partnerships.
- Foster a unified district-wide approach by facilitating cross-school learning opportunities and establishing consistent practices across comprehensive high schools.
- Enhance educators' and leaders' abilities to effectively use on-track and postsecondary access data to design, implement, and refine evidence-based strategies.

Scope of Work

The scope of work below outlines the services in which Kennedy High School leaders have expressed interest for the 2026-27 school year.

Component	Description	Total Cost
Waterbury Grade 9 collaboratives	Four two-hour strategy sessions with leaders from central office, Kennedy, and Wilby HS to review Grade 9-focused school and district data, reflect on progress and challenges, establish focus areas, and commit to action items. RISE will seek input and feedback in the creation of agendas and materials, data review protocols, and action planning tools.	$5,000 total for KHS
On-Track Mentor	Youth development professional embedded at Kennedy High School five days per week supporting a Grade 9 student caseload. Each OTM supports approximately 50 students identified based on Grade 8 attendance and academic challenges. The OTM serves as a liaison between staff, administrators, families, and students, promoting Grade 9 on-track achievement.	$35,000 per 1 OTM, including salary and benefits

Component	Description	Total Cost
Postsecondary Working Group	Three two-hour in-person working group sessions for Kennedy's postsecondary team to focus on effective practices for postsecondary improvement teams, increasing financial access, systems for pathway exploration and planning, and review of student postsecondary survey data. Half-hour check-in calls with Kennedy's postsecondary leader between working group sessions to check in on progress and establish shared priorities for future working group sessions.	$5,500 total for KHS
Postsecondary Summit ***11/18/26***	Participation in one-day professional learning experience designed to support school teams in expanding postsecondary access and opportunity for all students. (Cost: $500 per attendee.)	$1,000 total for KHS (2 attendees)
Grade 9 Visit to RISE Core Network Partner High School ***Early Dec. date TBD***	RISE will host a delegation of educators for a facilitated visit to a Core Network partner high school. During the visit, educators will observe key structures and practices in action, connect with and learn from fellow educators working on improving on-track outcomes, and reflect on implementation and strategy design in light of their own contexts and observations. (Cost: $250 per attendee.)	$500 total for KHS (2 attendees)
RISE Annual Convening ***3/23/27***	Educators from each participating high school and central office will attend this annual event that brings together educators from all RISE Network partner schools and districts for community building, networking, and professional learning around our shared outcome goals. (Cost: $250 per attendee.)	$500 total for KHS (2 attendees)
	FY27/SY26-27 Total	**$47,500**

Payment Schedule for Kennedy High School

The RISE Network will submit quarterly invoices for payment aligned to this scope of work. Payment will be due within 30 days of issuance of the invoice.

Invoice Date	Invoice Amount - Kennedy
Upon the execution of the agreement.	$11,875
On December 1, 2026.	$11,875
On February 1, 2027.	$11,875
On May 1, 2027.	$11,875

RISE Network Overview

The RISE Network's mission is to ensure all students graduate from high school with a plan and the skills and confidence to achieve college and career success. Founded in 2015 in partnership with Connecticut educators and Dalio Education, RISE partners with public high schools to lead regional networks where school communities work together to use data to learn and improve. School partners collaborate to ensure all students experience success as they transition to, through, and beyond high school by using data to pinpoint needs, form hypotheses, and pursue change ideas to advance student achievement. Through our founding and most comprehensive network, we partner with eight high schools across seven school districts, serving over 13,000 students. Increasingly, we are pursuing opportunities to scale our impact within these same communities and in new schools and districts. Across our growing network of networks, RISE partners with 60 schools in 33 districts across six states reaching more than 40,000 students. Through our work, we focus on closing opportunity gaps, and the majority of RISE students identify as Black, Latine, and/or from low-income backgrounds. In 2021, the RISE Network was honored to receive the Carnegie Foundation's annual Spotlight on Quality in Continuous Improvement recognition.

Partnership Principles

Through our consulting engagements, we prioritize partnerships that reinforce the following principles:

- **Impact:** We prioritize excellent and equitable student outcomes through all of our work. While most of our partnerships involve capacity- and systems-building work with educators, we remain deeply focused on how these investments translate to improved student experiences and results. We hold ourselves accountable for student outcomes, and we ask our partners to do the same.
- **Collaboration:** Our approach is deeply collaborative. We believe in empowering partners and school communities to create the changes they want to see for their students, caregivers, and educators. We roll up our sleeves alongside partners to understand the school context and iteratively develop approaches that reflect the voices and feedback of school community members.
- **Sustainability:** We strive to ensure that strategies and mindsets cultivated during the partnership live on far beyond the partnership. We are committed to building capacity, structures, and solutions that local educators champion and will sustain over time. We also believe in approaches that are scalable and cost effective, ensuring the school and district can maintain the work.
- **Equity:** We partner exclusively with organizations and districts committed to disrupting opportunity gaps with a focus on communities that serve high concentrations of historically marginalized populations. Our data-driven approach centers our work in evidence and personalization. We differentiate support for schools and educators, just as we support educators in differentiating their support for students. We value diversity and strive to create inclusive spaces where unique perspectives are welcomed and embraced.
- **Improvement:** As an organization that facilitates networks for school improvement, we are committed to inquiry cycles and seek to grow, learn, and improve over time. We promote disciplined reflection -- among RISE staff and with partners -- to learn from successes and challenges. We value progress and improvement over time, and we support school teams in building a culture of continuous improvement.

Partnership Assurances

RISE asks schools, districts, and partners to take accountability for progress and results, and we do the same for ourselves. Our proposal identifies a number of areas requiring deep collaboration and shared accountability. We are committed to delivering in an excellent way, and we require the following from our partners in order to do so:

- **Capacity:** We pursue deeply collaborative partnerships designed to be sustainable and impactful. Our work is dependent on significant access to and support from our partners. To ensure our work is completed in a timely and highly effective manner, partners must commit sufficient capacity to this effort.
- **Conditions:** Our work is complex, and dependent on policies, politics, and environments that can be challenging. While we pride ourselves on the ability to navigate difficult conditions, unexpectedly poor conditions may cause unintended barriers to completing the deliverables exactly as described.
- **Flexibility:** Together, we will embark on innovative and ambitious projects. This work is necessarily dynamic. We ask our partners to be understanding of the occasional need to revisit and modify components of the work plan in order to pursue our intended outcomes.
- **Diversity, Equity, and Inclusion:** Achieving educational equity requires our collective efforts to close long-standing opportunity gaps for historically marginalized populations. We ask partners to confront policies, structures, and practices that may perpetuate inequities, and we ask partners to facilitate transparent and inclusive processes to empower educators, caregivers, and students in shaping improvement efforts.
- **Communication:** Changes to the scope of work will require mutual agreement. We make every effort to communicate early and often about the changing nature of our work and ask our partners to do the same. We ask the partner to identify a communications lead for the central office, as well as each of the partner schools. That way, we can remain coordinated and ensure effective communication.
- **Transparency and Access:** Given the collaborative nature of our work, we will work to establish reciprocal access and transparency. This will ensure that RISE supports are timely, aligned, and representative of organizational context and needs.

Waterbury Board of Education

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

Elizabeth C. Brown
President

August 6, 2026
Via Email

Honorable Board of Aldermen
c/o City Clerk
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Ladies and Gentlemen:

We request your review and approval of a College Readiness and Success Agreement with College Board (CB-00042060), in the not to exceed amount of $51,364.70, for PSAT and SAT student assessments.

The aforementioned was approved by the Board of Education at its special meeting of August 5, 2026.

Respectfully,

Carrie A. Swain, Clerk
Waterbury Board of Education

cc: T. Battistoni
J. Gay

WATERBURY
PUBLIC SCHOOLS

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

To: Ms. Carrie Swain, Board of Education Clerk

Mr. Michael J. Dalton, City Clerk

Date: July 29, 2026

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

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

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

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

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

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

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

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

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

2.0 Term & Termination.

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

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

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

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

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

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

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

5.0 Representations and Warranties.

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

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

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

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

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

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

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

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

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

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

9.0 Miscellaneous.

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

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

9.3 Governing Law and Choice of Forum. This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in New Haven County, Connecticut State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction. Client agrees not to demand a trial by jury in any action, proceeding or counterclaim.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.16 **Prohibition Against Contingency Fees.** College Board hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

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

9.18 **Confidentiality/FERPA**. College Board acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records or information of the Client's students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99) and shall comply with the requirements of said statutes and regulations and shall hold said information in the strictest of confidence, and agrees to use information obtained from the Client only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, College Board has no authority to make disclosures of any information obtained in the course of performing this agreement.

9.19 S**tudent Data Privacy**

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

9.19.2 The City's Board of Education ("Board") shall have access to Student Data in the possession of COLLEGE BOARD or its employees in College Board's Online Reporting Portal (if such permissions have been set up to allow access in accordance with College Board's standard guidelines for setting up such accounts) except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by COLLEGE BOARD or its employees. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by COLLEGE BOARD or its employees within ten (10) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from COLLEGE BOARD and/or its employee(s) that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

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

9.19.4 A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If COLLEGE BOARD or its employees receive a request to review Student Data in their possession directly from a student, parent, or guardian, COLLEGE BOARD and its employee(s) agree to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. COLLEGE BOARD and its employees agree to work cooperatively with the Board to permit a student,

parent, or guardian to review personally identifiable information in Student Data that has been shared with COLLEGE BOARD or its employees, and correct any erroneous information therein.

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

9.19.6 COLLEGE BOARD and its employees will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data, which is the subject of this Agreement. Such notification will include the following steps:

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

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

9.19.8 COLLEGE BOARD and the Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

9.19.9 COLLEGE BOARD and its employees acknowledge and agree to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

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

10. **Required from College Board.**

10.1 College Board shall not commence work under this Agreement until all insurance required under this Section 7 has been obtained by College Board and such insurance has been approved by the City. College Board shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

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

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

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

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

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

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

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

10.5 Intentionally Omitted.

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

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

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

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

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

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PSAT™ 8/9
SHELF SCHEDULE

I. BACKGROUND

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

II. PROGRAM MATERIALS AND INFORMATION

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

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

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

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

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

III. CLIENT RESPONSIBILITIES

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

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

IV. DIGITAL AND PAPER TESTING REQUIREMENTS; ACCOMMODATIONS

1. Digital Testing Requirements

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

2. Paper Tests

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

3. ACCOMMODATIONS

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

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

V. REQUIRED INFORMATION AND TRAINING

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

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

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

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

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

VI. TESTING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VIII. DATA PROTECTION AND SECURITY MEASURES

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

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

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

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

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

IX. COLLEGE BOARD CUSTOMER SERVICE

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

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

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

X. ADDITIONAL PSAT 8/9 TERMS AND CONDITIONS

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

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

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

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

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

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

XI. FEE CALCULATION

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

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

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

XII. CLIENT CONTACT INFORMATION

	Primary[1]	Procurement[2]
Name:	Tara Battistoni	Kevin McCaffery
Title:	Supervisor of Research, Development, and Student Testing	
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[1] This is the person to whom College Board should direct primary communications.
[2] This is the person to whom College Board should send the Contract for review and approval within the district procurement/contract department.

PSAT™ 10
SHELF SCHEDULE

I. BACKGROUND

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

II. PROGRAM MATERIALS AND INFORMATION

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

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

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

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

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

III. CLIENT RESPONSIBILITIES

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

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

IV. DIGITAL AND PAPER TESTING REQUIREMENTS; ACCOMMODATIONS

1. Digital Testing Requirements

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

2. Paper Tests

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

3. ACCOMMODATIONS.

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

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

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

V. REQUIRED INFORMATION AND TRAINING

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

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

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

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

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

VI. TESTING

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

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

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

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

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

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

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

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

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

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

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

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

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

VIII. DATA PROTECTION AND SECURITY MEASURES

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

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

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

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

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

IX. COLLEGE BOARD CUSTOMER SERVICE

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

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

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

X. ADDITIONAL PSAT 10 TERMS AND CONDITIONS

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

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

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

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

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

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

XI. FEE CALCULATION

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

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

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

XII. CLIENT CONTACT INFORMATION

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

PSAT/NMSQT®
SHELF SCHEDULE

I. BACKGROUND

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

II. PROGRAM MATERIALS AND INFORMATION

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

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

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

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

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

III. CLIENT RESPONSIBILITIES

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

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

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

IV. DIGITAL AND PAPER TESTING REQUIREMENTS; ACCOMMODATIONS

1. Digital Testing Requirements

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

2. Paper Tests

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

3. ACCOMMODATIONS

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

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

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

V. REQUIRED INFORMATION AND TRAINING

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

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

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

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

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

VI. TESTING

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

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

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

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

VII. COLLEGE BOARD COLLECTION. USE AND DISCLOSURE OF DATA

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

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

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

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

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

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

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

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

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

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

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

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

VIII. DATA PROTECTION AND SECURITY MEASURES

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

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

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

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

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

IX. COLLEGE BOARD CUSTOMER SERVICE

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

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

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

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

X. ADDITIONAL PSAT/NMSQT TERMS AND CONDITIONS

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

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

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

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

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

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

XI. FEE CALCULATION

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

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

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

XII. CLIENT CONTACT INFORMATION

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

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

Annex 1

College Board's College and Career Readiness Educational Services

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

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

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

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

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

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

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

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

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

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

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

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

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

ADDITIONAL DETAILS REGARDING EDUCATIONAL SERVICES:

There is no incremental cost for Educational Services.

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

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

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

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

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

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

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

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

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

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

Budget Schedule

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

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

Waterbury Board of Education

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

Elizabeth C. Brown
President

August 6, 2026
Via Email

Honorable Board of Aldermen
c/o City Clerk
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Ladies and Gentlemen:

We request your review and approval of a Memorandum of Understanding, at no cost and for a three-year period, with the University of Connecticut for Student Teaching Opportunities as part of its teacher preparation program.

The aforementioned was approved by the Board of Education at its special meeting of August 5, 2026.

Respectfully,

Carrie A. Swain, Clerk
Waterbury Board of Education

cc/email: C. Carpentieri
J. Gay
J. Orso-Marino

WATERBURY
PUBLIC SCHOOLS

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

Date: July 28, 2026

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

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

Dear Honorable Commissioners:

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

The City shall host up to ten (10) Student Teachers enrolled in the University's Graduate Program and/or Integrated Bachelor's/Master's (IB/M) Teacher Education Programs or Masters in Education Program per each of the University's semesters. This no cost contract was not put out to bid. The City shall not be responsible to compensate Student Teacher(s) nor the Faculty Advisor/University Supervisor or any employees of the University, for services rendered under this Agreement.

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

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

Respectfully Submitted,

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

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

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

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

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

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

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

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

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

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

3. Responsibilities of the University.

The University shall:

3.1. Through its designated representative, or designee, the University's Neag School of Education, no later than thirty (30) days prior to the start of the University's fall and spring semesters, shall notify the City (pursuant to Section 13 of this Agreement) of the number of Student Teachers available to be hosted by the City. The City shall host no more than ten (10) Student Teachers per each of the University's semesters.

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

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

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

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

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

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

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

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

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

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

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

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

3.13.Criminal Background Check and DCF Registry Check

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

has ever been convicted of a crime or whether criminal charges were ever pending against such person. The University shall further ensure, and represents to the City that any Student Teacher who will have direct contact with a student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. In the event a Student Teacher is found to have a criminal conviction or pending criminal charges, the University shall disclose such information to the City to the extent permitted by law and shall consult with the City regarding the proposed placement. The City shall determine whether such conviction or pending criminal charges disqualifies the individual from placement within the City's schools. The University shall not place any Student Teacher whom the City determines is ineligible for placement pursuant to this section.

3.13.2.

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

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

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

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

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

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

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

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

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

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

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

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

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

3.15.1. Student Education Records. The Parties acknowledge that in the course of the Program and hosting the Student Teachers pursuant to this Agreement, they may come into possession of education records of the City of Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99). The University and Student Teachers shall comply with the requirements of said statute and regulations, and agree to use information obtained in connection with the Student

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

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

3.15.3. The Board shall have access to and the ability to delete Student Data in the possession of the University or the Student Teacher except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the University or the Student Teacher. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the University or the Student Teacher within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the University and/or the Student Teacher that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

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

3.15.5. A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the University or the Student Teacher receives a request to review Student Data in the University's or the Student Teacher's possession directly from a student, parent, or guardian, the University and the Student Teacher agree to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The University and the Student Teacher agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with the University or the Student Teacher, and correct any erroneous information therein.

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

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

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

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

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

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

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

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

4. Responsibilities of the City

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

Teachers in the City's school system performing functions as described below. For each year of the Contract, the City will host up to ten (10) students per semester.

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

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

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

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

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

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

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

5. This section intentionally left blank.

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

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

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

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

8. Insurance.

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

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

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

9. This section intentionally left blank.

10. Termination.

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

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

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

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

11. Students and Faculty Not Employees or Agents. The University and the City acknowledge and agree that neither the Student Teachers nor the University Supervisor will be considered employees or agents of the City, and that the relationship between the City and the Student Teachers, the University Supervisor and the City is that of an independent contractor. The University, and shall not be entitled to the usual characteristics of employment such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers compensation coverage, health benefits, etc.

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

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

To the University: University of Connecticut

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

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

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

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

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

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

17. Executive Orders.

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

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

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

18. Discriminatory Practices Prohibited. In performing this Agreement, the University, shall not discriminate against any Student Teacher or Student Teacher applicant, with respect to his or her admission, admission to Teacher Certification Program for College Graduates , terms and conditions of education services, programs, opportunities or curriculum offered, including placement of Student Teachers under this Agreement, because of the person's race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income of the person. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified.

In performing this Agreement, the University shall not discriminate against any employee or applicant, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified.

These non-discrimination covenants are required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Agreement. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

19. This section intentionally left blank.

20. This section intentionally left blank.

21. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when delays of

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

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

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

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

21.4. strikes and labor disputes; and

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

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

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

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

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

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

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

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

[Signature Page follows.]

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

WITNESS:

_____
Signature

_____
Print Name

CITY OF WATERBURY

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

Date: _____

WITNESS:

_____
Signature

_____
Print name

UNIVERSITY OF CONNECTICUT

By: _____
Signature

_____
Print Name and Title

Date: _____

SCHEDULE A

WAIVER OF LIABILITY
AND
ACKNOWLEDGMENT OF NON-EMPLOYMENT

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

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

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

[Signature page follows]

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

WITNESSES:

_____ _____
Print Name: Print name:

_____
Print Name:

State of Connecticut:
: ss: Waterbury _____, _____, 202__
County of New Haven:

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

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

_____
Commissioner of Superior Court
Notary Public
My Commission Expires:

SCHEDULE

AUTHORIZATION FOR RELEASE OF CRIMINAL HISTORY RECORDS CHECKS

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

Signed,

_____
[Printed Name of Student Teacher]

Dated: _____

Waterbury Board of Education

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

Elizabeth C. Brown
President

August 6, 2026
Via Email

Honorable Board of Aldermen
c/o City Clerk
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Ladies and Gentlemen:

We request your review and approval of a Professional Services Agreement (RFP #8716) with Kaestle Boos Associates, Inc., in the not to exceed amount of $1,023,155.00, for architectural and engineering design services for Roberto Clemente International Dual Language School.

The aforementioned was approved by the Board of Education at its special meeting of August 5, 2026.

Respectfully,

Carrie A. Swain, Clerk
Waterbury Board of Education

cc: J. Gay
R. Gonzalez
M. Konopka

WATERBURY
PUBLIC SCHOOLS

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

EXECUTIVE SUMMARY

DATE: August 3, 2026

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

FROM: Rebecca Gonzalez, Chief Operating Officer

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

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

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

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

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

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

CONNECTICUT
Administrative Services

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

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

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

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

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

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

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

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

FOR THE OFFICE OF GRANTS ADMINISTRATION

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

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

EXHIBIT A
Additional Information for School Construction Grant Commitments

Grant Payments

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

Start of Construction

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

Plan Review and Bidding

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

Additional Resources

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

Questions

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

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

EXHIBIT B
School Construction Grant Guidelines

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

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

Office of Grants Administration Policies and Procedures

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

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

Reimbursement Requests

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

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

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

Audit Requirements

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

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

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

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

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

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

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

1.1. The Project consists of the architectural and engineering services referred to above and more particularly detailed and described in **Attachment A**, which is material element of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1. Consultant's Proposal submitted in response to **RFP NO. 8716**, consisting of 148 pages, dated March 12, 2026, attached hereto;
2. Consultant's Fee Proposal, dated March 30, 2026;
3. City's **RFP NO. 8716**, incorporated by reference;
4. Solicitation Addendum Nos. 1 and 2, dated February 19 and March 3, 2026, respectively, attached hereto;
5. Consultant's Certificate(s) of Insurance, attached hereto;
6. Consultant's Stockholder's Affidavit, Non-Collusion Affidavit, and Debarment Certificate, incorporated by reference;
7. All applicable Federal, State and local statutes, regulations charter and ordinances to the extent such provisions are applicable to professional service agreements are made part of this Agreement;
8. All permits and licenses, incorporated by reference; and
9. All amendment(s) and Change Orders issued by the City after execution of Contract, incorporated by reference.

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

1.2.1 Federal, State, and local laws, regulations, charter and ordinances;
1.2.2 Contract Amendment(s) and Change Orders;
1.2.3 Contract;
1.2.4 RFP Addenda;
1.2.5 RFP Documents; and
1.2.6 Consultant's 148-page proposal, dated March 12, 2026, including a fee schedule, entitled Price Proposal (**Attachment E**), dated March 30, 2026.

2. Consultant Representations Regarding Qualification, Accreditation and Personal Services. The Consultant represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Consultant further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these. The services provided by the Consultant are deemed to be personal services. The Consultant shall assign to leadership positions those persons listed in **Attachment A**. The Consultant shall not make substantial changes to this team without the approval of the City. Should circumstances beyond the control of the Consultant result in changes to this team, the Consultant shall submit the credentials of the Consultant's proposed replacement team member for the City's approval, which approval shall not be unreasonably withheld. However, nothing in this clause shall be construed to limit the City's rights to terminate the Contract, as provided for in this Agreement. Termination by the City because of a change in the Project Team shall be deemed a justifiable Termination for Cause.

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

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

3. Responsibilities of the Consultant. All data, information, etc. given by the City to the Consultant and/or created by the Consultant shall be treated by the Consultant as proprietary

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

3.1. Use of City Property. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall have access to such areas of City property as the City and the Consultant agree are necessary for the performance of the Consultant's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Consultant may mutually agree. Consultant shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Consultant shall immediately correct any dangerous conditions caused by or resulting from its work. If it fails to correct, or to act diligently to correct any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Consultant, City may, but shall not be required to, correct same at Consultant's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

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

3.3. Cleaning Up. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Consultant, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Consultant.

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

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

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

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

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

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

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

3.7.4 it was responsible for specifying any changes and disclosing any

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

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

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

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

3.8. Reporting Requirement. The Consultant, unless directed otherwise by the City, shall deliver written reports bi-weekly to the Department of Education (the City's "Using Agency") and The School Inspectors Office, the City's designated representative, setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the Consultant and/or delivered by the Consultant during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this Contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection 3.8(iii) above, **(vi)** the Consultant's declaration as to whether the entirety of the Consultant's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and **(vii)** any and all additional useful and/or relevant information. Each report shall be signed by Consultant's designated representative. The Consultant's failure to deliver any report required herein shall be deemed a material breach of this Contract and the City hereby reserves the right to exercise all available legal remedy(ies) to address said breach.

4. Responsibilities of the City. Upon the City's receipt of Consultant's written request, the City will provide the Consultant with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Consultant hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Consultant for the purpose of carrying out the services under this Contract. Additionally, the City shall be responsible for securing all necessary zoning and land use approvals necessary for the Project; in the event such approvals are delayed and not forthcoming in a timely manner, Consultant shall be entitled to a reasonable extension of the

Contract Time (defined below) associated with said delay.

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

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

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

5.1. Time is of the essence in this Agreement. The Consultant will be bound by Project Milestones and will not deviate from it without the City's prior written authorization. It is expressly understood and agreed, by and between the Consultant and City, that the Contract Time is reasonable for the completion of the Work. The Consultant shall be subject to City imposed fines and/or penalties in the event the Consultant breaches the foregoing milestone dates equal to $750 in liquidated damages for each day the Consultant exceeds the performance time provided above and Consultant agrees that such liquidated damages are not a penalty and are fair and reasonable as the City's damages are difficult to ascertain in the event of such breach.

5.2. Delay Damages.

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

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

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

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

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

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

6.2. Limitation of Payment. Compensation payable to the Consultant is limited to those fees set forth in **Section 6.1.** above. Such compensation shall be paid by the City upon review and approval of the Consultant's invoices for payment and review

of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Consultant's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

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

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

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP NO. 8716** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

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

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Consultant, if requested by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Consultant has knowledge or information, the releases and receipts include all the

labor and material for which a lien could be filed; but the Consultant may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Consultant shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

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

8. **Indemnification.**

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

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

8.3. The Consultant understands and agrees that any insurance required by this Contract, or otherwise provided by the Consultant, shall in no way limit the

responsibility to indemnify, defend, keep and hold harmless the City and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, commissioners and officials as provided in this Contract.

8.4. The Consultant expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City, the City's boards, agents, employees or officers, as well as all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions and officials as provided herein.

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

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

9. Consultant's Insurance.

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

9.2. At no additional cost to the City, the Consultant shall purchase and maintain the insurance coverages set forth below which shall protect the City and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees from claims which may arise out of or result from the Consultant's obligation under this

Contract, whether such obligations are the Consultant's or subcontractor, or person or entity directly or indirectly employed by said Consultant or subcontractor, or by any person or entity for whose acts said Consultant or subcontractor may be liable.

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

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

9.4.1 General Liability Insurance: $1,000,000.00 per occurrence, **$2,000,000.00** aggregate and **$2,000,000.00**; products and completed operations aggregate; providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance: $1,000,000.00 combined single limit (CSL); providing coverage to protect the City with respect to claims for damage for bodily injury and/or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non- owned autos.

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

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

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

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

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

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

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

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

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

9.8. Upon execution of this Agreement, the Consultant shall deliver to the City a copy of the Consultant's insurance policies, endorsements, and riders.

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

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

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

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

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

10.3.1 The Consultant is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn .Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same

work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

10.3.2 The Consultant is aware of, and shall comply with to the extent applicable, the provisions of both the Federal Davis-Bacon Act and the American Rescue Plan Act of 2021, the provisions of both acts are hereby incorporated by reference and made a part of this Contract.

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

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

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

12. Place Holder.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract , the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination. Notwithstanding the above, upon determination by a court of competent jurisdiction that the termination of the agreement pursuant to this **Section 13.1** was wrongful, such termination will be deemed converted to a termination for convenience pursuant to **Section 13.2** and the Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience pursuant to **Section 13.2**.

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

13.1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant is determined. To the degree that the Consultant's negligent conduct, failure to perform, or omissions results in damage to the City, the Consultant will be liable for those damages. Nothing in this Agreement shall relieve the Consultant of liability for the consequence of the failure to fully perform his services meeting the requisite standard of care as established in this Agreement.

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

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

appropriated, not authorized, or not made available pursuant to law, or such funding has been reduced pursuant to law.

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

appropriated, authorized or otherwise made available by law by giving written notice of termination to the Consultant.

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

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

13.4. Rights Upon Cancellation or Termination.

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

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

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

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

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

14. Ownership of Instruments of Professional Services. The Consultant hereby assigns to the City, without reservation, all copyrights to all project related documents, models,

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

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

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

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

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

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

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

17. Assignability. The Consultant may not assign his interest or obligations under this Agreement without the written consent of the City, which consent may be withheld by the City without cause. The City reserves the right, upon notice to the Consultant, to assign this Agreement to an institutional lender providing financing for the Project or to other persons ready and capable of performing the City's obligation under the Agreement. The Consultant shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Consultant from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

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

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

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

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

City and the Consultant.

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

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

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

25. Contract Change Orders.

25.1. If the Consultant determines that services beyond the Project's scope are required, it shall notify the City in writing, stating the basis for that determination and the fees and expenses that the Consultant believes will be incurred by the City if the City authorizes such services. Under no circumstances will the City be obligated to compensate the Consultant or others for fees and expenses related to additional services unless the City has authorized the performance of such services in writing in advance. Upon receipt of such written notice, at the sole discretion of the City, a

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

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

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

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

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's **RFP NO. 8716** and **(ii)** the Consultant's proposal responding to **RFP NO. 8716.**

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

communications between the parties relating to this subject.

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

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

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

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

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

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or the Consultant, and delivered

in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Consultant:	Kaestle Boos Associates, Inc. 416 Slater Road New Britain, CT 06053
City:	City of Waterbury Corporation Counsel's Office City Hall, Third Floor 235 Grand Street Waterbury, CT 06702
With a copy to:	School Inspectors Office 236 Grand Street Waterbury, CT 06702

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

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

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

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

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

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

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

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

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

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

32.10. The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: *https://www.waterburyct.org/content/9569/9605/9613/15125.aspx* [click link titled "The City of Waterbury Code of Ordinances Rev. 12/31/19". For Chapter 38, click on "**TITLE III: ADMINISTRATION**", then click on "**CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM**". For Chapter 39, click on "**TITLE III: ADMINISTRATION**", then click on "**CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST**"].

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

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

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

32.14. PROHIBITION AGAINST CONTINGENCY FEES. The Consultant hereby represents that it has not retained anyone to solicit or secure a contract with the

City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

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

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

WITNESSES:

_____

_____

CITY OF WATERBURY

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

Date: _____

WITNESSES:

_____

_____

KAESTLE BOOS ASSOCIATES, INC.

By: _____
Paul Dominov, duly authorized

Date: 7/28/26

ATTACHMENT A

ATTACHMENT B

KBA USING DESIGN TO ELEVATE ENVIRONMENTS AND EXPERIENCES

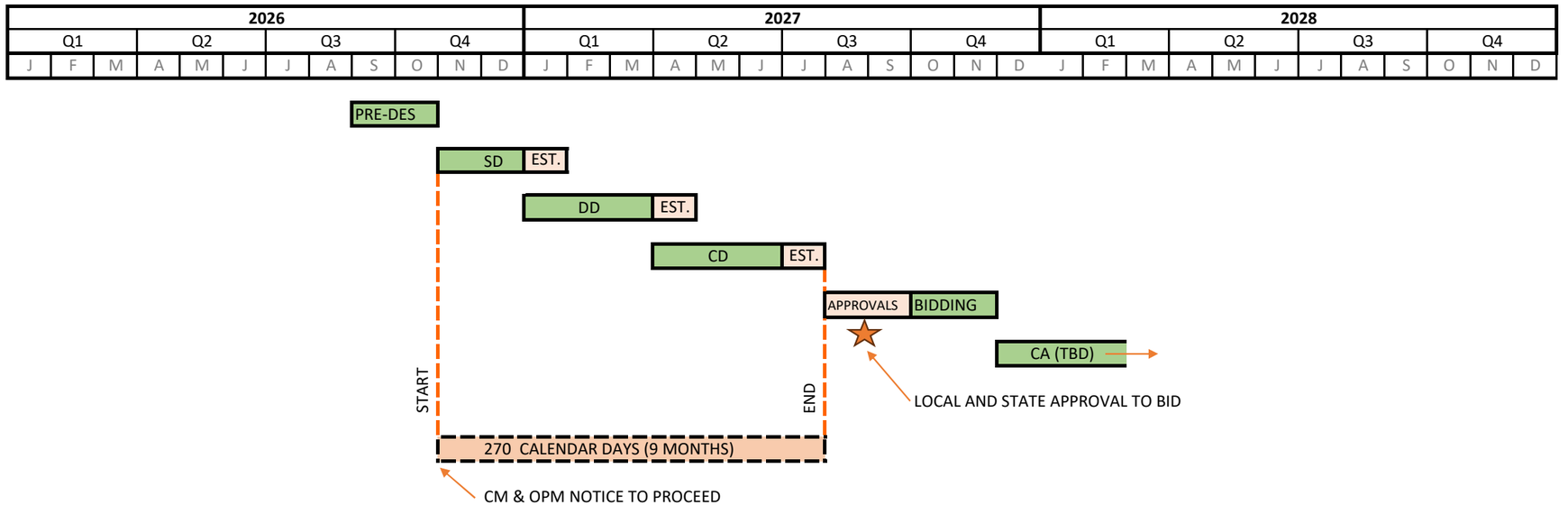
Architecture • Interior Design • Landscape Architecture | www.KBA-Architects.com

Roberto Clemente International Dual Language School

Waterbury, CT

7/28/26

Design Schedule



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

KBA

AN EMPLOYEE OWNED COMPANY



REQUEST FOR PROPOSAL NO. 8716

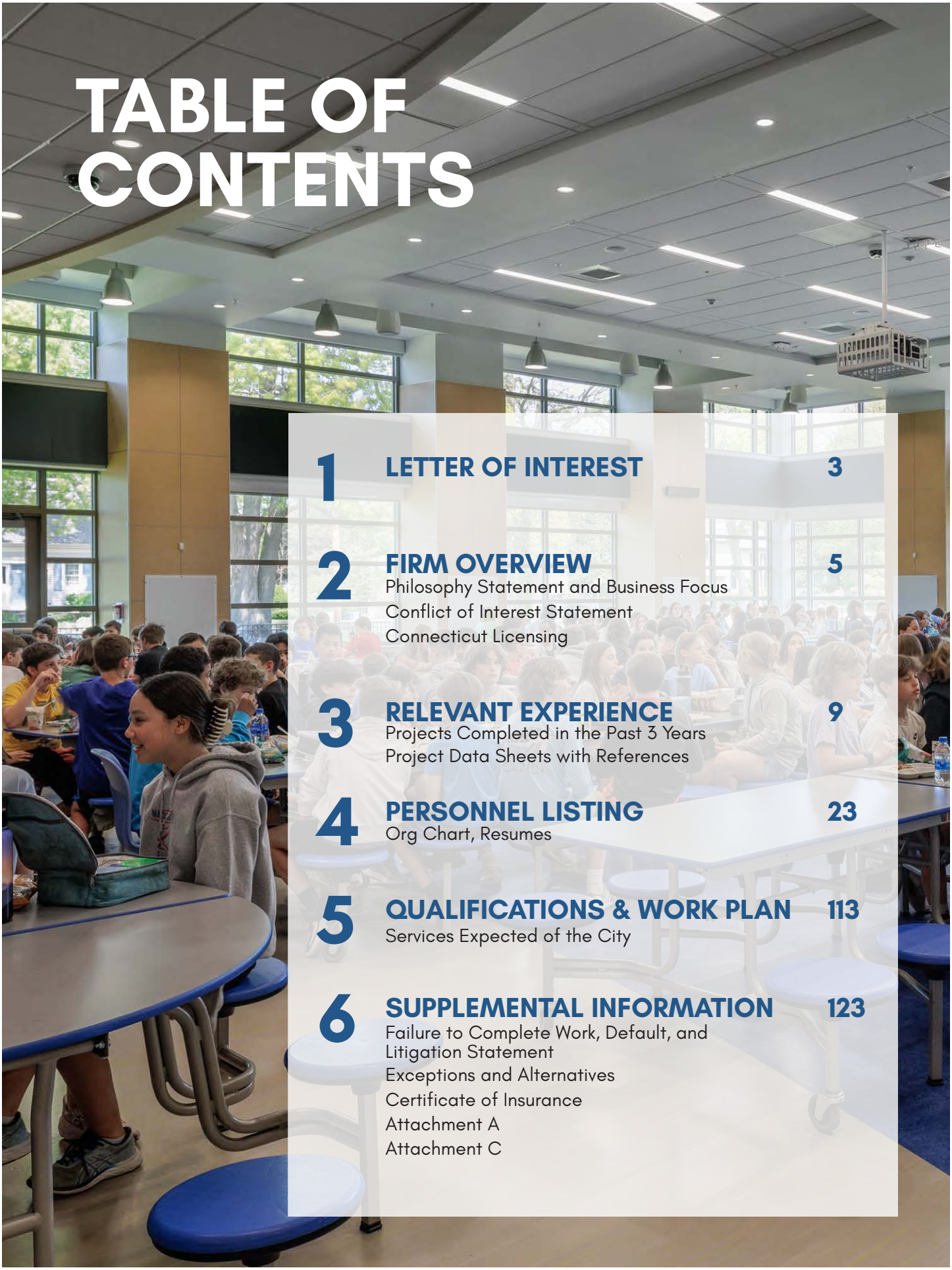
DESIGN SERVICES FOR

RENOVATIONS TO THE ROBERTO CLEMENTE INTERNATIONAL DUAL LANGUAGE SCHOOL

Prepared For:
CITY OF WATERBURY, CONNECTICUT
DEPARTMENT OF EDUCATION

MARCH 12, 2026

Architecture • Landscape Architecture •
Interior Design • Educational Planning



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1 LETTER OF INTEREST

AN EMPLOYEE OWNED COMPANY

March 9, 2026

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

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

Dear Selection Committee:

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

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

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

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

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

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

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

www.kba-architects.com

AN EMPLOYEE OWNED COMPANY

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

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

Thank you for your consideration.

Sincerely,

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



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

2 FIRM OVERVIEW

KAESTLE BOOS ASSOCIATES, INC.

FIRM PROFILE | PHILOSOPHY STATEMENT

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



USING DESIGN TO ELEVATE ENVIRONMENTS AND EXPERIENCES

EMPLOYEE OWNED SINCE 2021



FIRM SERVICES

ARCHITECTURE: Facility Programming, Space Planning, Innovative Design

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

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

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

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

MARKETS SERVED

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

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

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

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

OFFICE FACTS

TEAM MEMBERS: 65
Registered Architects: 21

FOUNDED IN 1963

EMPLOYEE OWNED
since 2021

STATE REGISTRATIONS:
CT, MA, RI

OFFICE LOCATIONS

NEW BRITAIN, CT
(860) 229-0361

FOXBOROUGH, MA
(508) 549-9906

BOSTON, MA
(617) 752-2212

EAST PROVIDENCE, RI
(401) 270-0365

Firm Name: Kaestle Boos Associates, Inc.

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

Date Firm Organized: 1963

Tax Identification Number: 06-0866741

Legal Form of Ownership: Corporation

State of Incorporation: Connecticut

Years of Service Under Present Name: 50

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

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

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

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


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

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

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





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

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



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

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



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

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



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

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



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

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



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

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



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

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



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

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

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

3 RELEVANT EXPERIENCE

PROJECTS COMPLETED IN THE PAST THREE YEARS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MIDDLE SCHOOL OF PLAINVILLE

Plainville, CT



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

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

Project Type: Renovate-as-New

Total Square Footage: 113,020 SF

Original Construction Budget: $53,008,015

Final Construction Cost: TBD

Change Orders: TBD **Cost:** TBD

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

Completion Date: 2028 (est.)

Original Schedule: 32 Months

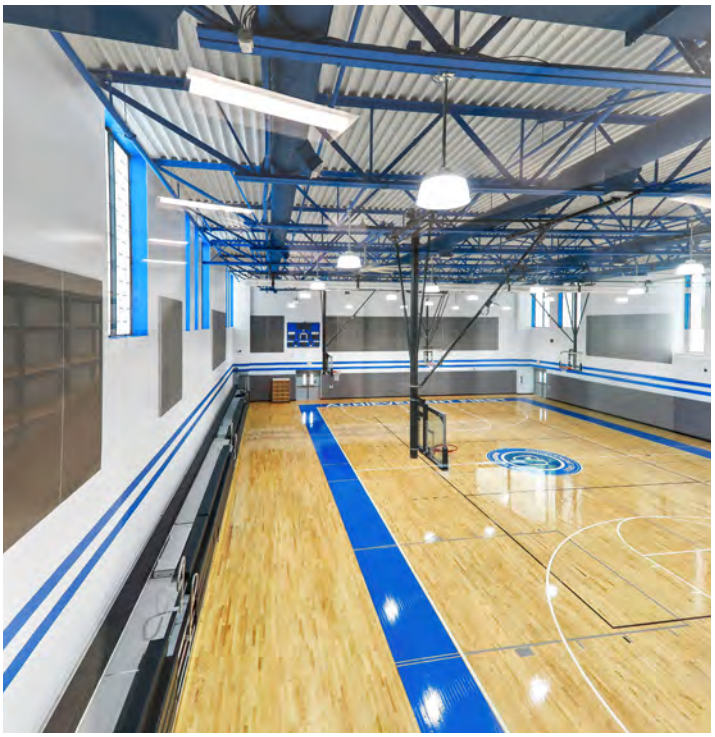
Final Schedule: Currently on Schedule

Owner: Town of Plainville

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

ACHIEVEMENT FIRST ILLUMINAR K-8 SCHOOL

Cranston, RI







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

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

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

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

Project Type: Addition / Renovation

Total Square Footage: 208,000 SF

Original Construction Budget: $15,884,187

Final Construction Cost: $15,952,226

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

Project Cost: $15,952,226

,Completion Date: 2025

Original Schedule: 34 Months

Final Schedule: 34 months

Owner: Achievement First Schools

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

BARRINGTON MIDDLE SCHOOL

Barrington, RI

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







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

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

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

Project Type: Feasibility Study, New Facility

Total Square Footage: 143,053 SF

Original Construction Budget: $51,275,000

Final Construction Cost: $54,095,872

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

Project Cost: $68,400,000

Completion Date: 2019

Original Schedule: 32 Months

Final Schedule: 32 Months

Owner: Town of Barrington

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

HENRY JAMES MEMORIAL SCHOOL

Simsbury, CT







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

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

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

Project Type: Addition & Interior Renovations

Total Square Footage: 143,032 SF

Original Construction Budget: $18,489,191

Final Construction Cost: $18,981,697

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

Project Cost: $25,000,000

Completion Date: 2020

Original Schedule: 28 Months

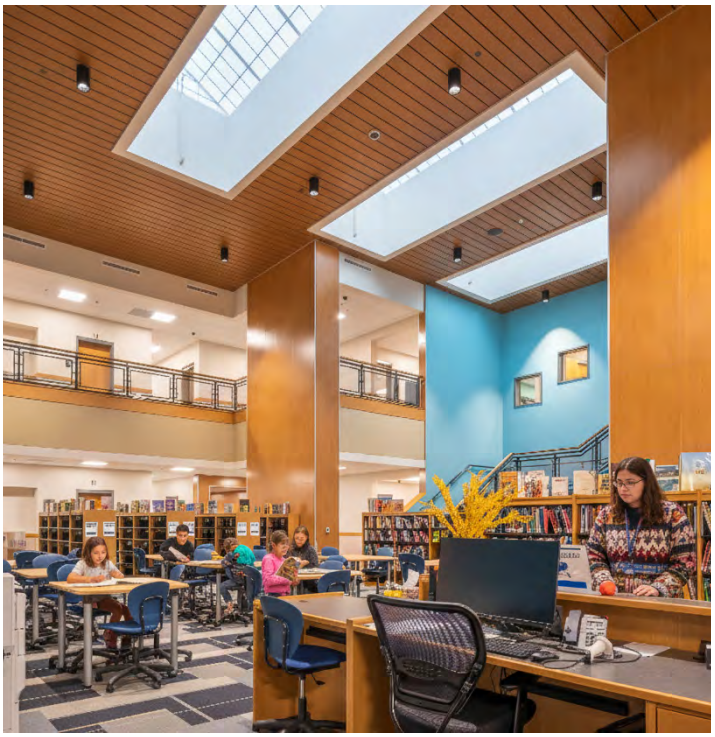
Final Schedule: 28 Months

Owner: Town of Simsbury

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

MOSER SCHOOL

Rocky Hill, CT







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

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

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

Project Type: Feasibility Study, New Facility

Total Square Footage: 83,500 SF

Original Construction Budget: $39,021,888

Final Construction Cost: $31,315,563

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

Project Cost: $48,000,00

Completion Date: 2019

Original Schedule: 32 Months

Final Schedule: 31 Months

Owner: Town of Rocky Hill

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

ANNA REYNOLDS ELEMENTARY SCHOOL

Newington, CT







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

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

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

Project Type: Addition & Renovate-as-New

Total Square Footage: 61,644 SF

Original Construction Budget: $31,023,636

Final Construction Cost: $31,735,017

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

Project Cost: $35,500,000

Completion Date: Fall 2024

Original Schedule: 23 Months

Final Schedule: 23 Months

Owner: Town of Newington

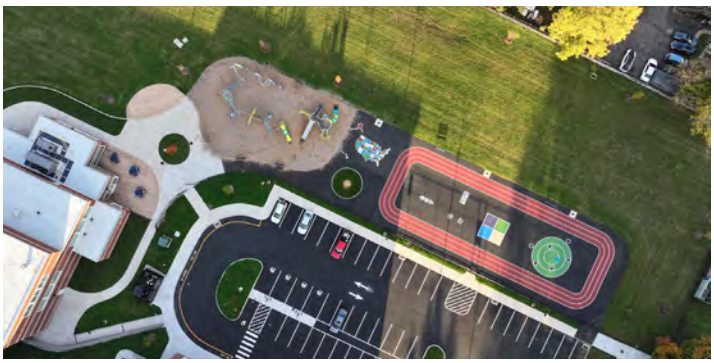
Owners Reference:
Mr. Stephen R. Woods
(860) 655-4906
stephenwoods1@cox.net

CHAMBERLAIN ELEMENTARY SCHOOL

New Britain, CT







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

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

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

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

Total Square Footage: 112,740 SF

Original Construction Budget: $38,848,878

Final Construction Cost: $39,747,399

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

Project Cost: $60,000,000

Completion Date: 2023

Original Schedule: 24 Months

Final Schedule: 20 Months

Owner: City of New Britain

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

HOLMES ELEMENTARY SCHOOL

New Britain, CT







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

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

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

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

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

Original Construction Budget:
$51,030,222

Final Construction Cost: TBD

Change Orders: TBD **Cost:** TBD

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

Completion Date: Fall 2026 (est.)

Original Schedule: 24 months

Final Schedule: Currently on Schedule

Owner: City of New Britain

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

NORWALK HIGH SCHOOL

Norwalk, CT







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

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

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

Project Type: New Facility

Total Square Footage: 336,681 SF

Original Construction Budget: $222,485,592

Final Construction Cost: TBD

Change Orders: TBD **Cost:** TBD

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

Completion Date: 2028 (est.)

Original Schedule: 46 Months

Final Schedule: Currently on Schedule

Owner: City of Norwalk

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

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

CONNECTICUT

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

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

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









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4 PERSONNEL LISTING



ROBERTO CLEMENTE INTERNATIONAL DUAL LANGUAGE SCHOOL

CITY OF WATERBURY, DEPARTMENT OF EDUCATION



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



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



Lance Green, RA
Project Architect
CT Reg #16257



Seunghwan Lee
AIA, LEED AP
Project Designer



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



Danielle Sitler-Moore
Interior Design / FF&E



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



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

CONSULTANTS

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

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

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

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

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

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

O&G INDUSTRIES
Cost Estimating
Tim Ruland

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

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

VERSTEEG ASSOCIATES, LLC
Code and Accessibility
Joseph H. Versteeg

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

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

ASSA ABLOY
Hardware
Kenneth Raikowski, AHC, CSI



PAUL DOMINOV, AIA

Vice President/Principal/Architect | Education Studio Leader

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

EDUCATION / MEMBERSHIPS

Master of Architecture
University of Colorado at Denver, 1993

Master of Landscape Architecture
University of Colorado at Denver, 1992

Bachelor of Landscape Architecture
University of Rhode Island, 1990

American Institute of Architects

LICENSES / CERTIFICATIONS

State of Connecticut #9724

State of Rhode Island and Providence Plantations #5369

Commonwealth of Massachusetts #951886

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

RELEVANT PROJECT EXPERIENCE

Moser School, Rocky Hill, CT - new facility

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

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

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

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

Wheeler Elementary School, Plainville, CT - addition and renovations

Middle School of Plainville, Plainville, CT - feasibility study, addition and renovate-as-new

Norwalk High School, Norwalk, CT - new facility

Mabelle Burrell Elementary School, Foxborough, MA - feasibility study, additions, renovations, and site improvements

Sharon Middle School, Sharon, MA - feasibility study, additions and renovations

Barrington Middle School, Barrington, RI - feasibility study, new facility, RIDE Stages I, II, III, and IV

Achievement First High School, Providence, RI - renovations and adaptive re-use

Achievement First Iluminar School, Cranston, RI - renovation, master plan

Franklin Public Schools, Franklin, MA - facilities assessment study of 10 schools in the district for a physical and programmatic assessment to develop a Comprehensive School Facilities Plan

Minuteman Regional Vocational Technical High School, Lexington, MA - feasibility study, new facility

Brockton High School, Brockton, MA - feasibility study

Diman Regional Vocational Technical High School, Fall River, MA - feasibility study, new facility

Attleboro High School, Attleboro, MA - feasibility study, new facility

Nashoba Regional High School, Bolton, MA - feasibility study, new facility



Scott J. Mangiagli, AIA, LEED AP BD+C

Principal/Architect

Since joining KBA in 1993, Scott has built extensive experience leading the planning, design, and delivery of complex municipal and educational facility projects. As Project Manager, he provides steady leadership throughout every phase, from preliminary design through construction, ensuring that project goals, stakeholder priorities, and client expectations remain central to the process. Scott works closely with clients, consultants, and project teams to coordinate all aspects of the work, guiding the development of clear, high-quality architectural documents while advancing sustainability objectives. His thorough knowledge of State and Federal building codes, combined with a strong attention to detail and collaborative approach, enables him to lead teams that consistently deliver well-coordinated projects on time and within budget.

EDUCATION / MEMBERSHIPS

Bachelor of Architecture, Roger Williams University, 1993

American Institute of Architects

LICENSES / CERTIFICATIONS

State of Connecticut #8531

LEED AP BD+C Accredited Professional

RELEVANT PROJECT EXPERIENCE

Norwalk High School, Norwalk, CT - new 336,000 SF high school facility that includes a 3 story P-Tech Academy

Arts Magnet School, Waterbury, CT - 210,000 SF new school facility. Features include a black box theater, recital hall, and outdoor amphitheater

Smalley Academy, New Britain, CT - 83,500 SF addition and reno-as-new project

Griswold Elementary School, Griswold, CT - 120,000 SF new PK-4 elementary school

Wheeler Elementary School, Plainville, CT - 51,419 SF facility renovation

Naugatuck High School, Naugatuck, CT - 342,000 SF addition and phased renovation-as-new

Avon High School, Avon, CT - 80,000 SF phased addition and renovation project

Metropolitan Learning Center Magnet School, Bloomfield, CT - new facility

Arts at the Capitol Theater Magnet School, Willimantic, CT - addition and renovation of a former movie theater to a performing arts magnet school

Palace Theater, Waterbury, CT - addition, renovations, and historic restoration

Pomfret Community K-8 School, Pomfret, CT - feasibility study

Lewis Mills High School, Burlington, CT - renovations and code updates

E.C. Goodwin Regional Technical School, New Britain, CT - additions and renovations

Judson and Polk Elementary Schools, Watertown, CT - feasibility study, additions and renovations

Hospital for Special Care, New Britain, CT - additions and renovations, new in-patient autism unit

Robertson Elementary School, Coventry, CT - portable classroom addition

East Windsor Jr./Sr. High School, East Windsor, CT - additions and renovations

Tyrell Middle School, Wolcott, CT - additions and renovations

Regional School District No. 12 Elementary Schools, Bridgewater, CT - existing conditions study



LANCE GREEN, RA

Architect

Lance is a Project Architect with advanced degrees in Architecture, bringing strong technical expertise and leadership to complex educational projects. He leads coordination with consultants and owners, conducts product research and code analysis, and ensures construction documents are thorough, clear, and aligned with project goals. Lance manages general construction administration tasks such as the review and approval of submittals, issuing ASI's, PR's and RFI's, attending on-site coordination and kick-off meetings, and performing punch lists for project completion. Passionate about innovative design strategies that support student success, he delivers solutions that reflect each school's educational vision while honoring the history and character of the community through a collaborative, communication-driven approach.

EDUCATION / MEMBERSHIPS

Master of Engineering,
Technology & Architecture
University of Hartford
2018

Master of Architecture
College of Engineering
University of Hartford
2018

Bachelor of Science,
Architectural Engineering
Technology
University of Hartford
2015

LICENSES / CERTIFICATIONS

State of Connecticut
#16257

RELEVANT PROJECT EXPERIENCE

Norwalk High School, Norwalk, CT - new 336,000 SF high school facility that includes a 3 story P-Tech Academy

Middle School of Plainville, Plainville, CT - feasibility study, addition and renovate-as-new

Plainville High School Security Vestibule, Plainville, CT

Achievement First Rhode Island High School, Providence, RI - renovations and adaptive re-use

Pembroke Public Safety, Pembroke, MA - feasibility study

Leominister Police Station, Leominster, MA - new facility

Milford Police Department, Milford CT - new facility

Windsor Police Department, Windsor CT - feasibility study, renovations

Windsor Fire and EMS Complex, Windsor CT - feasibility study, renovations

Boston City Hall HVAC Study, Boston MA - HVAC upgrades

Lincoln Centralized Rescue & Learning Center, Lincoln, RI -

Rhode Island State Police Southern Barracks, West Greenwich, RI - new facility



SEUNGHWAN S. LEE, AIA, LEED AP

Associate Principal/Architect/Design Studio Leader

Seunghwan is a talented Project Designer with over 20 years of experience in architectural design and project management. Since joining KBA in 2016, he has been instrumental in shaping innovative and efficient school facilities that reflect the unique character of each community they serve. With expertise in both new construction and renovation projects, Seunghwan leads a collaborative design process, working closely with clients to understand their vision and translate it into forward-thinking, functional spaces. As the Design Studio Leader, he specializes in developing creative solutions to complex design challenges, ensuring that each school project is both inspiring and adaptable to evolving educational needs. An accomplished artist and designer, Seunghwan blends creativity with technical expertise to deliver thoughtful, high-performing learning environments that support students, educators, and communities alike.

EDUCATION / MEMBERSHIPS

Bachelor of Architecture Engineering
Dong-A University, Korea, 1999

Masters of Architecture
Boston Architectural College, 2019

American Institute of Architects

LICENSES / CERTIFICATIONS

Commonwealth of Massachusetts #952942

LEED Accredited Professional

RELEVANT PROJECT EXPERIENCE

Chamberlain Elementary School, New Britain, CT - feasibility study, addition and renovate-as-new

Anna Reynolds Elementary School, Newington, CT - addition and renovate-as-new

Mabelle Burrell Elementary School, Foxborough, MA - feasibility study, additions, renovations, and site improvements

Smith Elementary School, New Britain, CT - feasibility study, renovate-as-new

Holmes Elementary School, New Britain, CT - addition and renovate-as-new

Middle School of Plainville, Plainville, CT - feasibility study, addition and renovate-as-new

Norwalk High School, Norwalk, CT - new facility

Minuteman Regional Vocational Technical High School, Lexington, MA - feasibility study, new facility

Diman Regional Vocational Technical High School, Fall River, MA - feasibility study, new facility

Attleboro High School, Attleboro, MA - new facility

Nashoba Regional High School, Bolton, MA - feasibility study, new facility

Torrington High School, Torrington, CT - feasibility study

William Davies Career & Technical High School, Lincoln, RI - health career program study and schematic design

Achievement First High School, Providence, RI - renovations and adaptive re-use

Achievement First Iluminar School, Cranston, RI - renovation, master plan

Barrington Public Schools, Barrington, RI - facilities master plan, RIDE Stage I & II



ERIC Q. ROISE, PLA

Associate Principal/Landscape Architect/Landscape Department Manager

With more than 30 years of experience, Eric is a senior landscape architect at KBA who provides strong leadership in the planning and delivery of athletic facility, K-12 school and public safety projects throughout New England. He specializes in the design, permitting, and construction administration of complex sites and works closely with clients, user groups, and regulatory agencies to guide projects from concept through completion. Eric's extensive background allows him to approach each project with a comprehensive understanding of site planning, environmental considerations, and regulatory requirements. He brings a disciplined, detail-oriented approach to design, with a clear focus on how decisions affect budget, quality, constructibility, and schedule, ensuring projects are well-coordinated, cost-effective, and responsive to client goals.

EDUCATION / MEMBERSHIPS

Bachelor of Science
Landscape Design
University of Connecticut, 1988

Central Connecticut State University ITBD Construction Management, 2010

American Society of Landscape Architects (ASLA)

New England Sports Turf Managers Association (NESTMA)

Synthetic Turf Council (STC)

American Sports Builders Association (ASBA)

Massachusetts Certified Public Purchasing Official for School Project Designers & OPMs (MCPPO)

LICENSES / CERTIFICATIONS

State of Connecticut #731

Commonwealth of Massachusetts #4027

State of Rhode Island and Providence Plantations #348

RELEVANT PROJECT EXPERIENCE

Moser School, Rocky Hill, CT – new facility, outdoor fields and age appropriate playscapes

Mabelle Burrell Elementary School, Foxborough, MA – feasibility study, additions and renovations and site improvements

Region 16 - Woodland Regional High School, Beacon Falls, CT – synthetic turf track and multi-purpose field improvements

Southington High School, Southington, CT – athletic complex facilities study, renovations to the natural grass varsity baseball and softball fields

Plainville High School Athletic Facility, Plainville, CT – natural grass baseball, softball, and multi-sport field, (2) synthetic turf multi-use fields, track, track events, and scoreboards

Windsor High School, Windsor, CT – construction administration for the renovation of the varsity baseball and softball fields, JV softball field, and ADA accessibility improvements

Guilford High School, Guilford, CT – independent consultant for repairs to multi-sport synthetic turf field; replacement of the existing multi-sport field and running track

Ridgefield High School, Ridgefield, CT – synthetic turf field and track replacement at Tiger Hallow Stadium

Scalise Field at Sage Park, Berlin, CT – synthetic turf field replacement and renovation

Softball Field #1 at Sage Park, Berlin, CT – assessment, programming, feasibility study, design, and construction oversight for the renovations to the existing softball field

Ledyard High School, Ledyard, CT – new running track and synthetic turf all-purpose field

John F. Kennedy High School Athletic Facility, Waterbury, CT – tennis courts, ADA compliance, synthetic turf softball/multi-sport field, and scoreboard

Derby High School Athletic Complex, Derby, CT – ADA compliance, synthetic turf multi-sport field, track, bleacher improvements, press box, field lighting upgrades, and security improvements



DANIELLE SITLER-MOORE

Interior Designer/Job Captain - Interior Design

Danielle is a creative and detail-oriented interior designer with a strong foundation in project management and a proven ability to guide projects from concept through completion. She brings extensive experience designing for educational environments and public safety facilities, along with a diverse portfolio that includes high-end residential, hospitality, retail, and municipal projects. Danielle is known for her collaborative approach, working closely with clients, consultants, and project teams to develop thoughtful design solutions that balance functionality, aesthetics, and user needs, creating spaces that support performance, comfort, and community.

EDUCATION / MEMBERSHIPS

Bachelor of Science in
Interior Design
Art Institute of Pittsburgh
2016

Associate of Art in
Visual Fine Art
Manchester Community
College
2009

RELEVANT PROJECT EXPERIENCE

Chamberlain Elementary School, New Britain, CT - addition and renovation-as-new

Middle School of Plainville, Plainville, CT - renovate-as-new

Achievement First Iluminar K-8 School, Cranston, RT - renovations

Achievement First Rhode Island High School, Providence, RI - conversion, renovation

Minuteman Regional Vocational Technical High School, Lexington, MA - new facility

Nashoba Valley Regional High School, Bolton, MA - MSBA feasibility study, new facility

Milford Police Station, Milford, CT - feasibility study

Newtown Police Station, Newtown, CT - adaptive reuse, addition and renovations

WESTCOMM Regional Emergency Communications Center, Chicopee, MA - adaptive re-use and renovations

Bedford Fire Station, Bedford, MA - feasibility study, new facility

Windsor Police and Fire Facilities, Windsor, CT - adaptive reuse and renovations

Griswold Senior Center, Griswold, CT - new facility

Tunxis Country Club, Farmington, CT - pavilion and tavern room renovations

Holyoke Community Charter School, Holyoke, MA - gymnasium addition

William M. Davies Career and Technical High School, Lincoln, RI - health career program upgrades study

Relevant Project Experience with Previous Firms

MGM Springfield, Springfield, MA - new facility

Mason Wright Retirement Community, Springfield, MA - renovations



KATHERINE JESSUP, AIA, ALEP, LEED AP

Associate/Architect | Educational Planner

Kate is an Architect and Accredited Learning Environments Planner whose work includes K-12 projects of varying size and scope. As an Educational Planner, Kate engages in active listening and facilitates rich discussion with teachers, students, school administrators and community members to reach conclusions that consider best practices. She brings a deep understanding that the built environment has a profound impact on physical, cognitive, and social-emotional development of our students. She collaborates with clients, school and community leadership and contractors to deliver architectural solutions that exceed clients' educational goals and accommodate innovative 21st century teaching and learning practices.

EDUCATION / MEMBERSHIPS

Bachelor of Architecture
Roger Williams University, 2006

American Institute of Architects

LICENSES / CERTIFICATIONS

State of Connecticut #15413

State of Rhode Island and Providence Plantations #5063

Commonwealth of Massachusetts #50923

LEED Accredited Professional

Accredited Learning Environments Planner (ALEP)

RELEVANT PROJECT EXPERIENCE

Anna Reynolds Elementary School, Newington, CT - addition and renovation-as-new

Middle School of Plainville, Plainville, CT - feasibility study, addition and renovation-as-new

Norwalk High School, Norwalk, CT - new facility

Achievement First High School, Providence, RI - renovations and adaptive re-use

Achievement First Iluminar School, Cranston, RI - renovation, master plan

Achievement First Schools, Providence and Cranston, RI - 3 campus plan

Barrington Public Schools, Barrington, RI - facilities master plan, RIDE Stage I & II

Franklin Public Schools, Franklin, MA - facilities assessment study of 10 schools in the district for a physical and programmatic assessment to develop a Comprehensive School Facilities Plan

Diman Regional Vocational Technical High School, Fall River, MA - feasibility study, new facility

Nashoba Regional High School, Bolton, MA - feasibility study, new facility

Relevant Project Experience with Previous Firms

Newport School District, Newport, RI - prepared RIDE Stage I & II documents

Providence Public School District, Providence, RI - prepared RIDE Stage II documents

Warwick School District, Warwick, RI - master plan for district schools

Boston Public Schools, Boston, MA - educational and system-wide facilities for 10-year educational and facilities master plan for 128 K-12 schools

Somerville High School, Somerville, MA - educational planning and services for an anticipated 386,500 SF comprehensive high school for 1,590 students

Lawrence Public Schools, Lawrence, MA - comprehensive feasibility study for 21 schools in the district

Waltham Public Schools, Waltham, MA - facility assessments and educational programming for 6 elementary schools, 2 middle schools, and 1 high school



JENNIFER MANGIAGLI, RA, LEED AP BD+C

Associate Principal/Architect

Jennifer is involved with many aspects of the design and construction process including feasibility studies, project administration of construction documents and construction contract administration. She believes in the value of a collaborative design process throughout all project phases from preliminary design to project closeout and beyond. She specializes in code compliance including ADA accessibility and building codes, and is experienced with major renovations and new construction of educational and municipal facilities. Jennifer leads the day-to-day activities of the design team including consultant coordination, code compliance review, and construction document completion. She will serve as the OGA contact through the design and construction process making sure all approvals and deadines are met. Jennifer will attend critical presentations and meetings throughout the project. Jennifer is very knowledgeable of OGA requirements and has a proven track record of successful project completion.

EDUCATION / MEMBERSHIPS

Bachelors of Architecture
Pennsylvania State University, 1998

LICENSES / CERTIFICATIONS

State of Connecticut #10944

LEED AP BD+C
Accredited Professional

RELEVANT PROJECT EXPERIENCE

Chamberlain Elementary School, New Britain, CT - feasibility study, addition and renovation-as-new

Anna Reynolds Elementary School, Newington, CT - addition and renovations

Gaffney Elementary School, New Britain, CT - additions and renovation-as-new. Renovations include mechanical and electrical systems upgrades, new classrooms, code compliance updates, and new site circulation

Smith Elementary School, New Britain, CT - feasibility study

Middle School of Plainville, Plainville, CT - renovate-as-new

Henry James Memorial School, Simsbury, CT - phased renovations for middle school

Westbrook Middle/High School, Westbrook, CT - addition and renovations

Griswold Middle School, Griswold, CT - addition and renovations

Nathan Hale-Ray Middle School, East Haddam, CT - new facility

DiLoreto Dual Languages Magnet School, New Britain, CT - addition and renovation of a school serving grades K-8. Site renovations included new circulation routes and bus and parent drop-off locations

Norwalk High School, Norwalk, CT - new 336,000 SF high school facility that includes a 3 story P-Tech Academy

New Britain High School, New Britain, CT - ADA and code compliance renovations

Torrington High School, Torrington, CT - study and design services for facility renovation

Shepaug Valley STEM Agriscience Center, Washington, CT - feasibility study and new $34 million addition agriscience STEM academy and associated renovations to the existing school facility

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HVAC, Electrical, Plumbing & Fire Protection Engineering

van Zelm Heywood & Shadford, Inc.
10 Talcott Notch Road
Farmington, CT 06032
(860) 284-5064



VAN ZELM ENGINEERS

VAN ZELM HEYWOOD & SHADFORD, INC.

Firm Profile

Who We Are:

van Zelm Engineers is a well-established mechanical and electrical consulting engineering firm headquartered in Farmington, CT. We are devoted solely to the planning, study and design of mechanical and electrical systems for the built environment, completing projects in excess of $800 Million in mechanical and electrical construction value each year. These projects range in size from small studies to large, complex facilities.

As the design of mechanical and electrical systems becomes more complex, van Zelm is always found at the forefront in the development of new concepts for design and management. We are proud of the fact that more than 90% of our work is through repeat client activity. Client satisfaction with our performance, and engineering excellence are the primary concerns of our organization.

Professional Philosophy

Henri B. van Zelm, a graduate of Dartmouth College and Pratt Institute, founded the Firm in 1930. A man of high principles and determination, Mr. van Zelm believed that client satisfaction and quality design are essential to successful growth and repeat client business. This culture continues to be embraced by today's third and fourth generations of principals and staff. van Zelm's goal of engineering excellence continues today. Our designs must be responsive to each client's individual project needs. The Firm has always excelled in allowing its engineers and designers the freedom to utilize their talent and creativity in developing designs under the guidance and mentoring of those responsible for overall project management. The staff is encouraged to attend seminars, workshops, formal degree programs and continuing education classes.

What We Do:

Our solution-oriented designs are responsive to building system infrastructure requirements for healthcare, laboratory, academic, athletic, college/university, libraries, performing arts, historic and adaptive reuse, and office and institutional facilities. Our reputation in the building industry is for the successful design of complicated mechanical and electrical systems demanded by today's sophisticated buildings.

Our staff includes specialists in:

- Sustainable Design
- Alternative Technologies / Renewable Energy
- Energy Planning, Management & Conservation
- Photovoltaics and Solar Thermal
- Indoor Air Quality
- Environmental Control
- Building Management Systems
- Central Heating & Cooling Plant Design
- Computer Power & Data Transmission
- Contaminated Exhaust Systems
- Control Logic Design
- Integrated Controls Systems
- Fire Protection Systems
- Heat Recovery Systems
- Heating, Air Distribution & Refrigeration Systems
- Radiant Heating & Cooling
- High & Low Voltage Distribution Systems
- Lighting Systems
- Plumbing Systems
- Thermal Storage Systems
- Technology Systems
- Emergency and Stand-by Generation
- Combined Heat and Power Cogeneration
- Commissioning / Retro-Commissioning

Follow-through during construction and start-up is a major concern at van Zelm. We continue to work with the client after project completion to ensure adequate and reliable system performance.



VAN ZELM ENGINEERS

VAN ZELM HEYWOOD & SHADFORD, INC.

FIRM PROFILE

How We Work:

van Zelm operates under a "permanent team concept" within Practice Groups focused on Corporate, Healthcare/ Pharmaceutical, Academic, Commissioning and Energy Planning & Management sectors. Each team, led by a project manager, provides clients the personalized service of a small firm with the resources of a large firm.

Two principals, typically from complementary disciplines (e.g., mechanical/electrical), are assigned to every project – one as a principal-in-charge and the other as backup – to ensure continuity, communication, and technical depth. The project manager services as the client's primary point of contact.

Teams include mechanical, electrical, plumbing, and fire protection specialists responsible for all project phases, from field surveys to design, specifications, and shop drawings. Teams remain with the project through completion, supported by an experienced field engineer for Construction Administration. Field engineers handle cost verification, requisitions, construction observation, scheduling, change orders, and punch lists, all in collaboration with the design team.

Quality Engineering:

Continuous Quality Improvement is the responsibility of the entire van Zelm organization. We recognize that there is quality "in fact", and quality "perceived." Quality in fact is provided by hiring the best staff, providing them with ongoing training and education, and assigning our independent Quality Engineering Team to provide objective benchmark review of technical design, scope, budgets and schedule for each project.

Perceived quality can only be determined by our clients. To assess our performance in this area, we solicit input through written surveys, and conduct client focus meetings to determine client satisfaction. Through these candid meetings, important feedback is used to improve our performance. We continually look inward, reassessing and fine tuning our strategic philosophy, and changing to meet the demands of the times.

Corporate Citizenship

van Zelm Engineers is dedicated to advancing the engineering profession through education, mentorship, and charitable initiatives. In 2024, we established the van Zelm Foundation, Inc. to support students pursuing careers in architecture, engineering and construction. We are longstanding supporters of the ACE Mentor Program, with staff serving as mentors and on national, state and local boards to insure the next generation of professionals.

Our team also participates in the Professional Women in Construction (PWC) Mentorship Program, with representation on the PWC National Board and active involvement at the chapter level.

To further support engineering education, we established the van Zelm Heywood & Shadford, Inc. Scholarship at the University of Hartford College of Engineering students who excel academically and contribute to their community.

We also offer internships to college engineering students and support various philanthropic organizations, reflecting our commitment to giving back.

R. Scott Madigan, P.E.

Vice President and Senior Team Leader

Professional Overview	Scott Madigan has more than 30 years of experience in mechanical engineering systems design for the built environment. As both a technical design leader and project team leader, he has extensive experience overseeing teams managing intricate and complex projects, both new and renovated, for higher education, academic, office, commercial and industrial facilities. Energy efficiency and sustainable systems design features are incorporated into all of Scott's projects, including LEED, Living Building Challenge (LBC) and Passive House certifications. His team designed the recently completed 544,000 s.f. Harvard University Science Engineering Center in Allston, MA which earned LEED Platinum and LBC petal certifications. In addition, the team designed the Wesleyan Science Building currently under construction. He ensures that the best technical and administrative resources of his team are made available to his project and reviews projects during the development stage and benchmark progress points to ensure that the design meets the requirements of the client.
Education	B.S.M.E. degree from Villanova University
Professional Registration	Professional Engineer in CT and MA
Industry Associations	ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers
Project Experience	Windsor Oliver Ellsworth HVAC Upgrades Ledyard, Juliet Long School, HVAC Replacements Norwalk High School, New Building Hartford, SINA the Learning Corridor, new school construction West Hartford, Conard HS, Additions and Renovate as new West Hartford, Hall HS, Additions and Renovate as new Waterbury new arts magnet school and palace theater renovation Choate Rosemary Hall Hill House Renovation Choate Rosemary Hall – Main Dining Hall Servery Renovation Hotchkiss School, Dining Hall Renovation Hotchkiss School, Memorial Hall Renovations

Scott Martin, P.E., LEED AP

Associate - Team Leader / NC Office

Professional Overview	Scott Martin brings over 25 years of experience as both a technical design leader and project manager, specializing in award-winning mechanical systems for the built environment. He oversees projects from initial planning through completion, including interdisciplinary coordination, deliverables management, and construction administration. His portfolio includes energy-efficient HVAC designs for complex environments such as clean rooms, central plants, and specialized academic, corporate, research, and industrial facilities. Scott's work features numerous projects with sustainable design goals, including LEED Platinum–certified buildings, Living Building Challenge achievements, high-efficiency dormitories, athletic facilities, and campus-wide energy conservation initiatives.
Education	B.S. degree in Mechanical Engineering from the University of Massachusetts He has additional training in project management and leadership.
Professional Registration	Professional Engineering license in the States of CO and NC and is a LEED AP – Accredited Professional.
Industry Associations	Very active in ASHRAE, on the local, regional and national levels Past Society Research Promotion Chair and Develop Committee member Currently serving on the Society Honors and Awards Committee and technical committees for Geothermal Heat Pump and Energy Recovery Applications, Clean Spaces and Building Environmental Impacts and Sustainability Past president of the Rocky Mountain Chapter of ASHRAE Member of the U.S. Green Building Council (USGBC)
Project Experience	Plainville Middle School Renovations Yale University – 127,000 SF Divinity School – Living Building Challenge 3.0 Colby College – Mayflower Hill Residence Hall – Dormitory Building UConn Connecticut Hall, Dorm and Dining, LEED Gold University of Massachusetts Amherst, Manning College of Info & Computer Sciences Princeton University, Multi-Sport Athletics Complex Lawrenceville School, Tsai Dining and Athletic Complex Bowdoin College, Schiller Coastal Studies Center Expansion, Passive House Dartmouth College, Clean Room Harvard Allston Science & Engineering Complex, LEED Platinum and LBC Petal Cert. UPenn, Vagelos Laboratory for Energy Sciences and Technology, LEED Platinum Total Mortgage Arena, HVAC System Upgrades

Joel M. Baker

Senior Electrical Consultant I

Professional Overview	Mr. Baker is responsible for electrical engineering design, specification and shop drawing review for all types of building infrastructure including historic preservation and adaptive reuse, higher education, schools, healthcare, office, manufacturing and recreational facilities. Mr. Baker is experienced in lighting and lighting controls, in the preparation of plans and specifications, cost estimates and reports for projects involving medium and low voltage electrical distribution power generation, electrical switchgears, building illumination and wiring; street, parking lot, and sports field illumination systems, fire alarm and communication systems, public address systems, emergency lighting and lightning protection systems. He is proficient in the use of AutoCAD and Revit.
Education	Porter and Chester Institute in Enfield, CT specializing in AutoCAD and drafting, he has also completed multiple IESNA Courses in Lighting Design.
Industry Associations	IES Illuminating Engineering Society Past Vice President of the Northeast Region Hartford Section District 2 chapter Mentor for the ACE Mentor Program of Connecticut since 2005.
Project Experience	Plainville Middle School, Renovations Harvard University 1930 Dunster House, 180,500 SF Renewal - LEED Gold Lawrenceville School Tsai Dining and Athletic Complex Harvard Allston Science & Engineering Complex, LEED Platinum and LBC Petal Cert. Mass Wildlife Field Headquarters - Zero Net Energy, LEED Platinum SUNY College of Environmental Science and Forestry – LEED Platinum Boston University Center for Student Services, 109,600 SF- LEED Gold Bowdoin College, Schiller Coastal Studies Center Expansion, Passive House Colby College – Mayflower Hill Residence Hall – Dormitory Building Wesleyan University, New Science Center Building UConn Connecticut Hall, Dorm and Dining, LEED Gold Framingham State University, Dormitory, LEED Gold Dartmouth College, Arthur L. Irving Institute for Energy/Society – LEED Platinum

Allison D. Cote, P.E.

Senior Mechanical Consultant I

Professional Overview	Ms. Cote has extensive experience in the design of HVAC systems for a variety of projects including academic, laboratory, office, industrial, and commercial facilities. Projects include complex HVAC systems for renovation, retrofit and new construction of sustainably designed, energy efficient spaces. Ms. Cote's projects require analysis, design, and computer implementation. She has valuable experience in mechanical systems, specifications, project coordination and client interface. Her involvement assures an efficient, complete, and a unique end project. Allison served as the mechanical Engineer for much of the initial Harvard Allston SEC design and was involved in all phases of the Recent fit-out projects, including the SEAS Phase II fit-outs.
Education	B.S. in Mechanical Engineering with an Energy and Sustainability concentration from the University of Hartford.
Professional Registration	Professional Engineering License from the State of Connecticut.
Industry Associations	ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers, and Professional Women in Construction.
Project Experience	Plainville Middle School, Renovations Yale University – 127,000 SF Divinity School – Living Building Challenge 3.0 Princeton University, Multi-Sport Athletics Complex Lawrenceville School Tsai Dining and Athletic Complex Harvard Allston Science & Engineering Complex, LEED Platinum and LBC Petal Cert. Dartmouth College Anonymous Building Wesleyan University, New Science Center Building Bowdoin College, Schiller Coastal Studies Center Expansion, Passive House Colby College – Mayflower Hill Residence Hall – Dormitory Building Allston Kempner Institute Fit out

Mark E. Gutowski

Senior Plumbing / Fire Protection Consultant I

Professional Overview	Mark has over 20 years of experience in the building industry and the design of plumbing and fire protection systems for virtually all types of facilities. He specializes in the design of energy-efficient plumbing systems. His designs also include life safety, fire protection and sprinkler design for complex facilities, i.e., academic, laboratory, commercial and office facilities. Mark's breadth of knowledge is invaluable to any project team. Proficient in key software tools such as Revit, AutoCAD, and MS Office, he has extensive knowledge of NFPA Standards Building and Plumbing Codes which further enhances his ability to deliver high-quality work in compliance with industry regulations. His recent academic design projects include the Dartmouth Burke Hall & Science Complex System Upgrades, the Harvard Allston Science & Engineering Center, and the new University of Connecticut STEM Research Science One Facility, Each of these projects was designed utilizing sustainable design principles and practices.
Education	B.S. degree in Mechanical Engineering from Western New England University.
Industry Associations	ASPE – American Society of Plumbing Engineers
Project Experience	Plainville Middle School, Renovations Avon Old Farms School Kitchen and Dining Renovations Noble & Greenough School, Dining & Residence Hall Windsor Oliver Ellsworth HVAC Upgrades Ledyard, Juliet Long School, HVAC Replacements Norwalk HS - New Construction Brunswick School CD – Greenwich, CT Hotchkiss School - New Dining Hall and Memorial Hall Renovation Choate School - Hillhouse Renovation Framingham State University, Framingham, MA, Dormitory Harvard University New 550,000 SF Allston Science & Engineering Center University of Connecticut 200,000 SF STEM Research Center (Science One) Dartmouth College Burke Hall & Science Complex Systems Upgrades

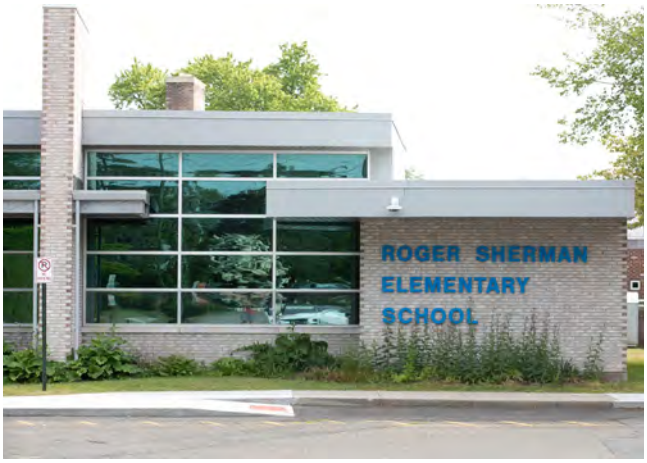
Public Elementary School Experience



Juliet W. Long School, Ledyard, CT
HVAC Replacement



Oliver Ellsworth School, Windsor, CT
HVAC Upgrades



Roger Sherman Elementary, Fairfield, CT
Boiler Replacement

- Avraham Pierson School, Clinton, CT
- Barkhamsted Elementary, Air Conditioning, Barkhamsted, CT
- Beecher School, Woodbridge, CT
- Benjamin Jepson School, New Haven, CT
- Bishop Elementary School, Norwich, CT
- Bradley Elementary, HVAC Consultant, Derby, CT
- Brooklyn Schools, Brooklyn, CT
- Center Elememtary School, Old Lyme, CT
- Chaplin Elementary School, Chaplin, CT
- Cherry Brook Elementary School, Canton, CT
- Coventry Grammer School, Coventry, CT
- East Haddam Elementary School, East Haddam, CT
- Farmington Upper Elementary School, Farmington, CT
- Frisbie Elementary School, Wolcott, CT
- Gilead Hill Elementary School, Hebron, CT
- Green's Farm Elementary School, Westport, CT
- Haddam Elementary Schools, Haddam, CT
- Hebron Elementary School, Hebron, CT
- Juliet W. Long School, HVAC Replacement, Ledyard, CT
- Lewin G. Joel School, Clinton, CT
- Lyme Consolidated Elementary School, Lyme, CT
- Mashantucket Pequot Child Development Center, Ledyard, CT
- Mead Elementary School Renovation and Expansion, Ansonia, CT
- Mile Creek Elementary School, Old Lyme, CT
- North Stonington Elementary, North Stonington, CT
- Norwich Public Schools, Norwich, CT
- Oliver Ellsworth School, HVAC Upgrades, Windsor, CT
- Plymouth Center School, Plymouth, CT
- Prendergast Elementary School Pre-K-2 Renovation and Expansion, Ansonia, CT
- Redding Elementary School, Redding, CT
- Roger Sherman Elementary, Boiler Replacement, Fairfield, CT
- Samuel Huntington Elementary School, Norwich, CT
- Simsbury Schools, Simsbury, CT
- "The Learning Corridor", Hartford, CT
- Torrington Elementary School, Torrington, CT
- Trumbull Schools, Trumbull, CT
- Wallingford School System, Wallingford, CT
- Watertown Schools, Watertown, CT
- Westport Elementary School, Westport, CT
- Whiting Lane School, West Hartford, CT
- Windsor Elementary Schools, Windsor, CT

Public Middle School Experience



Plainville Middle School, Plainville, CT
Renovation



Kelly Middle School, Norwich, CT
Expansion and Renovation



Teachers Memorial Global Studies Magnet Middle School, Norwich, CT
Boiler Replacement

- Bedford Middle School, Westport, CT
- Brooklyn Schools, Brooklyn, CT
- Capt. Nathan Hale School, Coventry, CT
- Har-Bur Middle School, Burlington, CT
- Jared Eliot School, Clinton, CT
- John Winthrop Middle School, Deep River, CT
- Kelly Middle School, Expansion and Renovations, Norwich, CT
- Kent Center School, Kent, CT
- King Philip Middle School, Science Department Renovation, West Hartford, CT
- Middlesex Middle School, Addition and Renovation, Darien, CT
- Nathan Hale-Ray Middle School, East Haddam, CT
- New Canaan Middle School, Boiler Room Assessment, New Canaan, CT
- Plainville Middle School, Renovation, Plainville, CT
- Plymouth Middle School, Plymouth, CT
- Regional District 18, Feasibility Study, Old Lyme, CT
- RHAM - Regional School District No. 8, New Middle School and expansion and renovation of the existing High School, Hebron/Andover/Marlborough
- Sage Park Middle School, Addition, Code Update and Full Renovation, Wolcott, CT
- Saxe Middle School, New Canaan, CT
- Shepaug Valley Middle School, Washington, CT
- Simsbury Schools, Simsbury, CT
- "The Learning Corridor", Middle School, Hartford, CT
- Teachers Memorial Global Studies Magnet Middle School, Boiler Replacement, Norwich, CT
- Trumbull Public Schools, Trumbull, CT
- Tyrrell Middle School, Wolcott, CT
- Tyrrell Middle School, Wolcott, CT
- Wallingford School System, Wallingford, CT
- Waterbury Magnet School, Waterbury, CT
- Westbrook Middle School, Westbrook, CT
- Wheeler Middle School, North Stonington, CT
- Windham Middle School, Willimantic, CT



Structural Engineering

RZ Design Associates, Inc., A GM2 Company

750 Old Main Street, Suite 202

Rocky Hill, CT 06067

(860) 436-4336



RZ Design Associates, Inc.

A EM2 COMPANY

Innovative Engineering Solutions



Services

RZ Design Associates is a multi-disciplined engineering consulting firm providing a wide range of services:

Mechanical Services

- Boiler systems
- Chilled water systems
- Cooling tower systems
- Pumping systems
- Heating water, chilled water and condenser water piping systems
- Glycol feed systems
- VAV system design
- Constant volume system design
- Under floor air distribution
- Displacement ventilation
- Chilled beams
- Water heating systems
- Direct digital control systems
- Automated building management systems
- Geothermal systems
- Snow melt systems
- Radiant in-floor heating systems
- Thermal storage
- Computer/data room cooling systems
- Existing system renovations and remodels
- Laboratory fume hood systems
- Energy analysis studies
- Life cycle cost benefit studies

Fire Protection

- Fire pump design
- Wet pipe sprinkler design
- Pre-action sprinkler systems
- Dry pipe sprinkler design
- Deluge sprinkler systems
- Standpipe design
- Total flooding systems

Electrical Services

- Power distribution
- Site photometric analysis
- Interior and exterior lighting design
- Electrical service one-line diagrams
- Emergency power systems
- Office tenant finish design
- Office core and shell design
- Designs for retail big box, office/warehouse, recreation center, medical office building, medical imaging equipment infrastructure, industrial process infrastructure
- Computer/data room facilities
- Fire alarm design and layout
- School PA system design
- Telecommunication infrastructure design
- Security infrastructure design
- Lightning protection

Plumbing Services

- Piping layout
- Meter sizing
- Flow and pressure profiles
- System zoning and remote monitoring
- Fixture selections
- Water consumption/waste reduction analysis
- Pump calculations
- Booster systems
- Central vs. multiple pump analysis
- Efficiency calculations
- Grease trap sizing
- Gas piping design
- Hot/tempered water circulating design

Structural Services

- New Building Analysis
- Design & Detailing
- Existing Building Renovation & Modification
- Special Inspection
- Contract Administration
- Third Party Peer Review
- Roof Analysis
- Prefab Steel Building Foundation Design
- Steel Moment Connections & Braced Frames Calculations

RZ Design Associates, Inc.
A GM2 COMPANY

Design Excellence and Dedicated Client Service

RZ Design Associates, Inc. specializes in mechanical, electrical, plumbing (MEP), fire protection and structural engineering services. We are large enough to handle complex projects, yet small enough to give you and your project personalized attention. Our principals are involved in a project from the first meeting to the final details. Each member of our engineering design team feels a personal responsibility for the successful completion of a project.



Throughout the process, we pay careful attention to your design, budget and schedule requirements. In our more than 60 years in the engineering business, we have a strong history of responding quickly to client needs and completing projects on time and on budget.



Beekley Center for Breast Health & Wellness, Bristol, CT

Construction Manager: ACG North America

Trusted and Innovative Engineering Design Solutions

Our design process begins with thoughtful questions that elicit your project's goals, requirements and timeline. Working from extensive industry experience, we develop energy-efficient, sustainable and workable engineering designs that match your particular needs. Current on the latest in MEP and Structural systems, we offer innovative solutions that you may not have considered. Supporting our licensed engineers during the design process, our highly skilled AutoCAD and Revit designers and drafters give dimension to your system concepts.





From concepts to completion, our team works closely with everyone involved in your project to ensure its smooth progress and successful completion.

Old Saybrook High School
Old Saybrook, CT



Region 18 High School, Old Lyme, CT

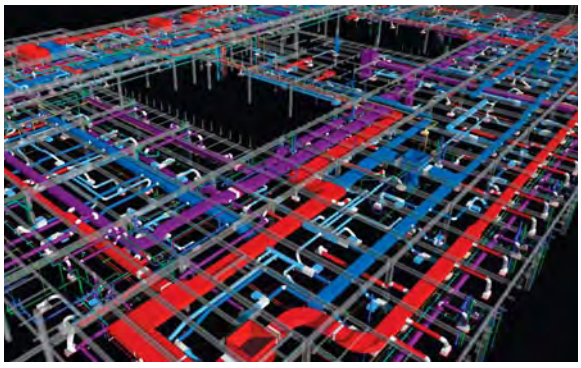
Utilizing LEED and Sustainable Systems

RZ Design Associates embraces incorporating sustainability, energy efficiency and renewable resources into design projects and takes a practical approach when proposing LEED-driven MEP and Structural systems. We use the LEED rating system as a design and planning tool, not an end goal.

Early in the design process we identify the financial impact of LEED design strategies to determine if the project's budget can accommodate these strategies. If not, we explore other creative cost-effective techniques for sustainable MEP and Structural systems that achieve the desired LEED rating without straining your project's construction budget. RZ Design Associates has LEED-certified consultants on staff who can provide sustainable LEED design and assistance with the LEED certification process if that is your goal.



Hamden Town Hall - green roof



BIM computer model

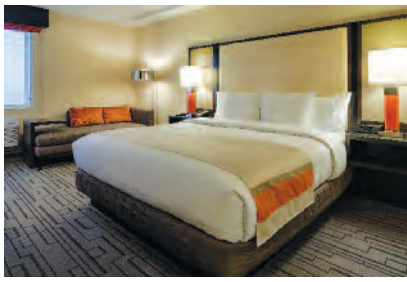
Visualize the Building Process: Building Information Modeling

Using state-of-the-art technologies, our designers can create detailed 3-D digital representations of a building's proposed systems. Building information modeling (BIM) illustrates all stages of a project's building process, allowing everyone involved in the project to identify and correct potential design issues before construction begins. BIM enhances collaboration between design and construction professionals, and typically creates savings in a building's construction and operation costs.

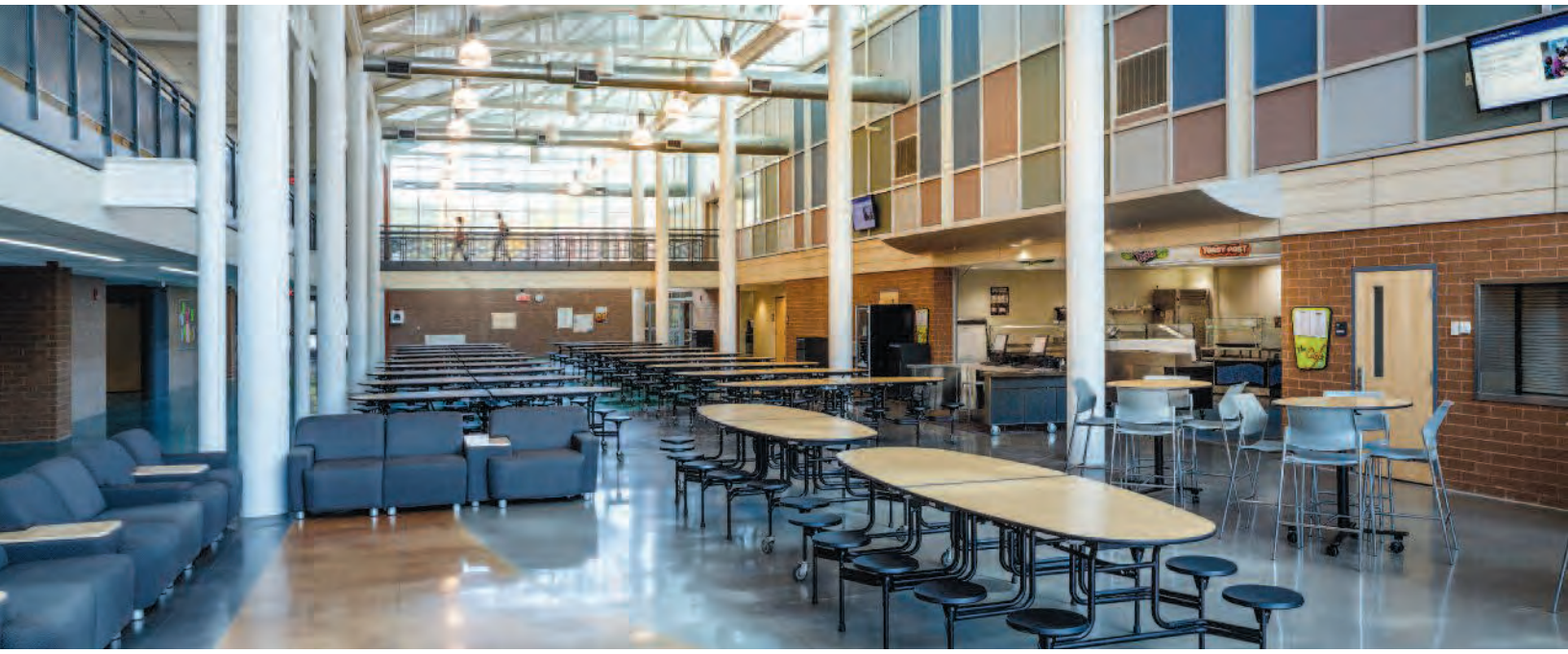
Extensive Experience Across Industries

RZ Design Associates has completed engineering designs for a wide range of public-sector and private-sector clients, giving us a thorough understanding of the distinct needs of specific industries. With each project, we provide a high level of personalized service that leaves you confident about the successful completion of your project—and the operation of your systems.





Doubletree Hotel, Bristol, CT
ACG North America



Region 18 High School - Commons, Old Lyme, CT

To learn more about how RZ Design Associates can provide valuable engineering design services during your building project, contact us at 860.436.4336, extension 121 or visit RZDesignAssociates.com.

Our engineering design experience includes MEP and Structural systems for projects in these areas:

- Municipal
- Educational
- Commercial
- Industrial
- Retail
- Restaurant
- Residential
- Hospitality
- Healthcare

Visit **RZDesignAssociates.com** to see our portfolio of projects by industry.





Hartford Steam Company, Hartford, CT

Mr. Zajda has more than 35 years of experience in structural design and has been responsible for all stages of design in concrete, steel, masonry and wood structures for a variety of projects in the institutional, industrial, residential and commercial markets. His focus on client relations, strategic project leadership and technical excellence underscore project quality and helps strengthen success.

PROFESSIONAL EXPERIENCE
35 Years / 5 with Firm

PROFESSIONAL REGISTRATION
CT PE #0019709; MA PE #55657
MI PE#6201312614; NH PE #16363
VA PE #0402062148; AL PE #52024
NJ PE #24GE04210100; NY PE #075368-1
FL PE #95565; SC PE #40926; PA PE #094296
RI PE #15002; OH PE #E-89665; ME PE #18360
MN PE #61792; MO PE #; NV PE #031654
TX PE #148224; MS PE #34307

EDUCATION
- MS, Civil Engineering, Rensselaer Polytechnic Institute, 1989
- BS, Civil Engineering, University of Miami, 1987

PROFESSIONAL AFFILIATIONS
- State of Connecticut Department of Homeland Security's Urban Search & Rescue Task Force 1, Engineering Division
- American Institute of Steel Construction- AISC
- ASCE

PROJECT EXPERIENCE:

North Branford High School, North Branford, CT. Structural Engineer for a new 108,000 square foot high school, strategically phased to ensure seamless construction while maintaining school operations. Chris provided structural engineering design services for this new state-of-the-art facility that includes an academic wing, media center, cafeteria, gymnasium, locker rooms, tech ed space, full wood shop, and a culinary classroom.

Bristol Arts & Innovation, Magnet School, City of Bristol, CT. Structural Engineer for the restoration and expansion of Memorial Boulevard School into the Bristol Arts and Innovation Magnet School. Chris provided structural engineering design services to renovate and modernize the existing 96,000 square foot building into a new school to house aspiring artists, musicians, and engineers in grades 6 to 12 including the 900-seat theater that was restored back to grandeur for the school and community.

Bank Street Recreational Park, Waterbury, CT. Structural Engineer. The 909 Bank Street site, located in Waterbury's Brooklyn neighborhood, has a long history of serving the community as home to various eating and drinking establishments over the years. Chris performed structural engineering services for the new public park that features a three-hoop basketball court, a slide, and a playground area. Completed in 2022, this new park provides a vibrant and engaging space for residents to enjoy.

ADDITIONAL PROJECT EXPERIENCE

- State Police Firing Range, Simsbury, CT
- Hopkinton Town Hall Expansion, RI
- Xfinity Theatre, Structural Improvements, Hartford, CT
- Torrington Town Hall, Torrington, CT
- Reroofing Town Buildings, Avon, CT
- Rocky Hill Senior/Community Center, Rocky Hill, CT
- Vernon Community Arts Center, New Britain, CT
- Community Education Center, New Britain, CT
- Athletic Fields, Nation Hale Ray H.S. Moodus, CT
- O'Brien Stadium Fieldhouse, Windsor, CT
- Advanced Manufacturing Training Center, Danbury, CT
- Alfred E. Plant Housing, West Hartford, CT
- Lyman Hall High School, Wallingford, CT
- CREC Academy of Aerospace & Engineering Intermediate School, Rocky Hill, CT
- CREC Soundbridge, Wethersfield, CT
- UCONN—Jorgensen Center for the Performing Arts, Mansfield, CT

Portfolio of School Projects

Gilbert Middle School, Science Rooms
Winsted, CT

CREC Academy of Aerospace & Engineering, Rocky Hill, CT

Old Saybrook Middle & High Schools Science Lab Addition/Various Renovations
Old Saybrook, CT

New Fairfield High School,
Culinary Arts Program, New Fairfield, CT

Tootin' Hills, Vestibule
West Simsbury, CT

Newington High School, Vestibule
Newington, CT

Xavier High School, Renovations
Middletown, CT

Memorial Blvd Intradistrict Arts Magnet School, Bristol, CT

Windham High School, Renovations
Willimantic, CT

Philip R. Smith Elementary School
South Windsor, CT

Norton Elementary School, Vestibule
Cheshire, CT

Henry James Memorial School, Phased Renovations, Simsbury, CT

Union Elementary School, Vestibule
Unionville, CT

West Woods Upper Elementary School
Vestibule, Farmington, CT

The Loomis Chaffee School, Library
Windsor, CT

Naylor School
Hartford, CT

Preston Veterans Memorial School
Preston, CT

Meeting House Hill Elementary School
New Fairfield, CT

Norfeldt Elementary School, Renovations
West Hartford, CT

Stafford Springs High School
Stafford Springs, CT

Palmer High School, Renovations Palmer, MA

Annie Fisher Magnet School, Science Rooms
Hartford, CT

Memorial Blvd Intradistrict Arts Magnet School, Bristol, CT

New Fairfield High School, Science Labs
New Fairfield, CT

Moser School, new grade 4 & 5 school
Rocky Hill, CT

Windham High School, Renovate as New
Windham, CT

Newington High Aerospace, Biomedical, Genomics and Culinary Academies,
Newington, CT

East Farms Elementary School, Vestibule
Farmington, CT

No. Stonington Elementary & High Schools
North Stonington, CT

CREC Medical & Teacher Prep Magnet
Windsor, CT

Eli Terry Elementary School
South Windsor, CT

Stafford Springs Elementary School
Stafford Springs, CT

Irving A. Robbins Middle School, Vestibule
Farmington, CT

West District School, Vestibule
Unionville, CT

Granby Memorial High School, Vestibule
Granby, CT

Lyman Hall High School, Vestibule
Wallingford, CT

Region 18 Lyme-Old Lyme High School
Old Lyme, CT

Somers High School, Boiler Replacement
Somers, CT

Kelly Lane and Wells Road Schools
Granby, CT

Derby Middle School
Derby, CT

Region 12: Shepaug Valley High School Agriscience Center
Washignton, CT

Somers Elementary School, Renovations
Toilet Rooms/Class Rooms, Somers, CT



Civil, Site, Traffic Engineering

BSC Group, Inc.
655 Winding Brook Drive
Glastonbury, CT 06033
(860) 652-8227

BSC GROUP

WWW.BSCGROUP.COM

AT A glance

OFFICE LOCATIONS

HEADQUARTERS

Boston, MA

Glastonbury, CT

Andover, MA

West Yarmouth, MA

Worcester, MA

Manchester, NH

1965
BSC FOUNDED

200
TEAM MEMBERS

CORE SERVICES

Engineering

Planning & Design

Ecological Science & Permitting

Land Surveying

GIS & Software Solutions

Landscape Architecture











FIRM OVERVIEW

At BSC, we partner with our clients to deliver creative, practical, and climate-resilient land development, transportation, and environmental solutions. Clients trust BSC to work with them to expertly guide siting, strategically navigate regulatory processes, and holistically design infrastructure to help achieve their vision.

BSC's engineers, planners, and scientists take pride in their ability to respond nimbly to move projects forward.

We solve complex challenges by applying expertise across disciplines, sharing ideas and perspectives to see a project from every side.

The purpose of our work is to improve the quality of life in and around our communities using our skills and experience to promote balance between the built and natural environment, and to support our clients and communities in adapting to our changing climate. Proudly employee-owned, our people are the heart of our company.

REPRESENTATIVE SERVICES

- **Civil and Site Engineering**
- **Planning & Design**
- **Landscape Architecture**
- **Ecological**
- **Land Surveying & Spatial Services**
- **Transportation Planning & Engineering**
- **Climate Resilience**

REPRESENTATIVE PROJECTS

CRYSTAL LAKE SCHOOL
Ellington, CT

DR. MICHAEL D. FOX SCHOOL
Hartford, CT

WEST MIDDLE SCHOOL
Hartford, CT

GALLUP HILL SCHOOL
Ledyard, CT

LEDYARD MIDDLE SCHOOL
Ledyard, CT

SCHOOL FACILITIES ASSESSMENT
Lyme-Old Lyme, CT

JOSEPH FORAN HIGH SCHOOL
Milford, CT

CHALK HILL SCHOOL
Monroe, CT

REGIONAL SCHOOL DISTRICT 18 HIGH SCHOOL
Old Lyme, CT

TOLLAND HIGH SCHOOL
Tolland, CT

COOPERATIVE EDUCATIONAL SERVICES
Trumbull, CT

JOSEPH F. KENNEDY HIGH SCHOOL
Waterbury, CT

STORIES OF

Success



Wendell Cross Elementary School
Waterbury, CT

Provided design of the site layout, drainage, grading, landscape architecture, and site utilities for the renovations and additions of this 95,000-square-foot facility.



Bethel High School Renovations
Bethel, CT

Provided site design for a 30,000 square foot addition to Bethel High School. Site design services included supporting utilities, additional/revised parking, and stormwater management, as well as permitting.



School Facilities Study
Old Lyme-Lyme, CT

Provided a schools facilities assessment for the following: Lyme-Old Lyme Middle School, Center School, Lyme Consolidated School, and Mile Creek School.

MEET OUR

Team



Robert
Newton, PE, LEED AP
Civil Engineer

Rob has extensive civil engineering experience, especially in the areas of site and roadway design, hydraulic analyses, and permitting support for municipalities, private entities, and government organizations, He has been responsible for the development of several K-12 projects in CT, including Wendell Cross Elementary School in Waterbury, CT and Henry James Memorial School Renovations in Simsbury, CT.



Matthew
Stephan, PE
Civil Designer

Matt is a professional engineer with experience in areas of site design and drafting, including erosion and sedimentation control, site demolition, grading and drainage, utilities, hydrologic analysis, stormwater management, stream modeling, permitting, and site inspection. He has recently provided integrated site design services for Wendell Cross Elementary School in Waterbury, CT and Crystal Lake School in Ellington, CT.



Robert
Newton, PE, LEED AP

Senior Civil Engineer
Vice President

YEARS OF EXPERIENCE
29

EDUCATION
BS, Civil Engineering
Union College

REGISTRATIONS
Professional Engineer

- CT #20662
- MA #49276 (2011)

LEED Accredited Professional

AFFILIATIONS
- American Society of Civil Engineers
- U.S. Green Building Council

MEET ROB
Rob has extensive civil engineering experience, especially in the areas of site and roadway design, hydraulic analyses, and permitting support for municipalities, private entities, and government organizations, including both the Connecticut Department of Transportation (CTDOT) and Massachusetts Department of Transportation (MassDOT). Rob is well-versed in all aspects of site and roadway design, including site planning, drainage design, stormwater management, site utility design, sedimentation, and erosion control plans.

ACCUSTOMED TO LEADING TEAMS OF ENGINEERS, PLANNERS, SURVEYORS, AND SCIENTISTS IN THE DELIVERY OF COHESIVE AND EXEMPLARY PROJECTS, ROB MANAGES TO COMBINE HIS TECHNICAL EXPERTISE WITH BEST MANAGEMENT PRACTICES.

PROJECT EXPERIENCE HIGHLIGHTS

Henry James Memorial School – Phase III Renovations, Simsbury, CT
Project Manager

Responsible for the development of the site utilities, drainage systems and mitigation, and erosion control measures for the renovations and additions of the existing middle school. The additions included a new theater and media center to support the school's activities. The design was performed in association with Kaestle Boos Associates and Downes Construction.

Wendell Cross Elementary School, Waterbury, CT
Project Manager

Responsible for the development of the site layout, drainage, grading, landscape architecture, and site utilities for the renovations and additions of this 95,000-square-foot facility. This renovate-as-new project significantly increased space to provide additional educational opportunities to an aging facility in a residential neighborhood of Waterbury. The design was performed in association with Friar Architects and Newfield Construction.

The Renbrook School Athletic Field Reconstruction, West Hartford, CT

Civil Engineer

Responsible for the drainage and hydraulic design, permitting, and construction administration services for the conversion of a natural grass multi-purpose field to a synthetic turf field complete with fencing, sidewalks, and associated parking. The design team worked closely with the school and the town staff to incorporate the synthetic field into the historic landscape with challenging topography and geotechnical concerns. Services were provided in association with Kaestle Boos Associates.

Region 14 (Nonnewaug High School) Renovate as New, Woodbury, CT

Project Manager

Responsible for the development of the site utilities, drainage systems and mitigation, septic design, and erosion control measures for the renovations and additions of the existing high school. BSC was instrumental in obtaining local and state permits for the site design, floodplain management, and septic system improvements. The design was performed in association with the SLAM Collaborative.

Improvements at Kelly Martin Tighe Field, Milford, CT

Civil Engineer

Responsible for the design, permitting, and construction administration services for the conversion of a natural grass soccer field to two synthetic turf multiuse fields complete with fencing, ball safety netting, sidewalks, and wetland restoration plantings. The team was challenged to fit the desired program by existing soil conditions and surrounding wetlands. The design team's solution met the defined program with minimal impact to surrounding wetlands, which required local and federal permitting and long-term stability of the underlying soils. Rob played a large role in reviewing the project as well as troubleshooting challenging components.

Baseball and Softball Field Improvements at Jonathan Law High School, Milford, CT

Civil Engineer

Responsible for design, permitting, and construction administration for the conversion of existing natural grass baseball and softball fields to synthetic turf along with new dugouts, fencing, ball safety netting, and site electrical upgrades. The new facility includes a baseball and softball turf system tuned for the respective sports performance requirements. There is also a multiuse field overlay in the outfield to accommodate Junior Varsity play and practices. Rob played a large role in reviewing the project as well as troubleshooting challenging components.

PRIOR TO JOINING BSC, ROB CONTRIBUTED TO THE FOLLOWING PROJECTS:

Rocky Hill Intermediate School, Rocky Hill, CT

Project Manager

Responsible for managing the site and traffic engineering services associated with the design of an 83,000-square-foot facility located on over 10 acres. The project involved partial reuse of the existing structure, which presented unique concerns for utility relocations. Stormwater management was of particular concern for the Town. Services were provided in association with Kaestle Boos Associates.

Smalley School, New Britain, CT

Project Manager

Responsible for the development of the site layout, drainage, grading, and site utilities for the renovations and additions of this 95,000-square-foot facility. This renovate-as-new project brought new life to an aging facility of the Consolidated School District of New Britain. The design was performed in association with Kaestle Boos Associates.

Annie Fisher Montessori Magnet School, Hartford, CT

Project Manager

Responsible for managing the renovation of this 102,000-square-foot facility offering an experiential learning environment for pre-K–8 students. Additional services for the 17,000-square-foot addition included survey; structural modifications to the existing building, including the incorporation of curved steel members into the new steel framing for the cafeteria and library additions; analysis and design of drainage and utilities; environmental permitting; sedimentation and erosion control methods required to meet LEED certification requirements; special inspections; and construction administration. Rob provided overall project management and site/civil engineering for the project, which was performed in association with Amenta/Emma Architects.



Matt
Stephan, PE

Civil Engineer
Associate

YEARS OF EXPERIENCE

10

EDUCATION

BS, Civil Engineering
University of Connecticut

REGISTRATIONS

Professional Engineer

- CT #34678 (2021)
- MA # 57373 (2022)
- RI #15358 (2024)

AFFILIATIONS

- American Society of Civil Engineers

MEET MATT

Matt is a professional engineer with experience in areas of site design and drafting, including erosion and sedimentation control, site demolition, grading and drainage, utilities, hydrologic analysis, stormwater management, stream modeling, permitting, and site inspection.

MATT HAS RECENTLY PROVIDED INTEGRATED SITE DESIGN SERVICES FOR SEVERAL CT SCHOOLS.

PROJECT EXPERIENCE HIGHLIGHTS

Nonnewaug High School Renovation, Woodbury, CT

Civil Designer

Responsible for design services for the full site renovation of the existing Nonnewaug High School. Project tasks included design of drainage, utilities, utility demolition, erosion and sedimentation control, preparation of CT DEEP Stormwater General Permit, preparation of CT DEEP Flood Management Certification, and construction administration. Additional scope to the project involved a complete redesign of the onsite septic systems as well as the associated state permitting through DEEP for state-regulated septic systems.

Wendell Cross Elementary School, Waterbury, CT

Civil Designer

Responsible for integrated site design services for the renovate as new and expansion of the existing school facility and the reconfiguration of the site layout, including site erosion and sedimentation control design, site grading, existing hydrologic analysis, proposed hydrologic analysis and design, utility design, and preparation of the stormwater management report. BSC was responsible for integrating new elements into the existing school facility, site/civil engineering, stormwater management, traffic/parking, design of landscape, and permitting.

Crystal Lake School, Ellington, CT

Civil Designer

Responsible for integrated site design services for the renovation and expansion of the existing school facility and the rehabilitation and reconfiguration of the 16-acre site, including revised grading, new access drives, parking, and bus loading/unloading areas, new athletic fields, new play areas, and a walking path. BSC was responsible for integrating new elements into the existing school facility; site/civil engineering; stormwater management; traffic/parking; design of landscape, a walking path, and playground; and permitting.

Nathan Hale-Ray Middle School Conversion, East Haddam, CT

Civil Designer

Provided design services for the Nathan Hale-Ray Middle School conversion in East Haddam, CT. This project converted the school into a facility for the Town's municipal offices, Board of Education, Fire and EMS services, and police. BSC conducted site study/analysis, site planning, and civil/landscape design. These efforts addressed site access, vehicular circulation and parking, emergency vehicle accommodations, pedestrian routes and building access, landscaping and green space, recreational amenities, stormwater management, and utilities.

Gallup Hill School, Ledyard, CT

Civil Designer

Responsible for integrated site design services for the renovate as new and expansion of the existing school facility and the reconfiguration of the site layout, including site erosion and sedimentation control design, site grading, existing hydrologic analysis, proposed hydrologic analysis and design, and preparation of the stormwater management report. BSC was responsible for integrating new elements into the existing school facility, site/civil engineering, stormwater management, traffic/parking, design of landscape and playgrounds, and permitting.

Ledyard Middle School, Ledyard, CT

Civil Designer

Provided integrated site design services for the renovate as new and expansion of the existing school facility and the reconfiguration of the site layout, including site erosion and sedimentation control design, site grading, existing hydrologic analysis, proposed hydrologic analysis and design, and preparation of the stormwater management report. BSC was responsible for integrating new elements into the existing school facility, site/civil engineering, stormwater management, traffic/parking, design of landscape, and permitting.

Plainville High School Field and Track Improvements, Plainville, CT

Civil Designer

Responsible for providing support for the installation of two artificial turf fields, regrading, paving, and surfacing of the existing track as well as new runways for pole vault, long/triple jump, and high jump. The engineering components included site demolition, erosion and sedimentation control, grading and drainage, and utility configuration.

Crosby High School Athletic Field and Track Improvements, Waterbury, CT

Civil Designer

Responsible for engineering design for the Crosby High School Athletic Field and Track Improvements project. The project involved the installation of an artificial turf field; an alternate design for a sod field including regrading and an irrigation system; installation of an additional track lane; field drainage improvements; regrading, paving and surfacing of the existing track and track/field event stations; installation of new field and track event equipment; and fencing improvements.

Loomis Chaffee School Athletic Facility, Windsor, CT

Civil Designer

Responsible for providing design services for the Athletic Field Renovations at the Loomis Chaffee School. The project involved the installation of an artificial turf field and the construction of new bleachers with a few alternate additions. The engineering components included site demolition, erosion and sedimentation control, grading and drainage, and utility configuration. The project also required a Stormwater Pollution Control Plan as well as permits for the Inland Wetland & Watercourse Commission and Floodplain Development.

Athletic Field Renovations at Bloomfield High School, Bloomfield, CT

Civil Designer

Provided design services for the Athletic Field Renovations at Bloomfield High School project. Project tasks included resurfacing of the existing track, a new all-weather grass sports system, and new runways for pole vault, long/triple jump, and high jump. The engineering components included site demolition, erosion and sedimentation control, grading and drainage, and utility configuration.

L.P. Wilson Field Improvements, Windsor, CT

Civil Designer

Provide design services for the L.P. Wilson Field Improvements project. The project involved the installation of multiple artificial turf fields. The engineering component included site demolition, erosion and sedimentation control, and grading and drainage. Additionally, the project required a Stormwater Pollution Control Plan to be prepared and submitted to the Department of Energy and Environmental Protection.

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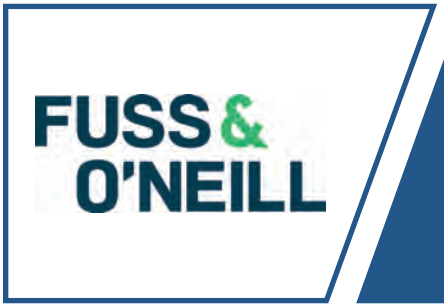

Hazardous Materials

Fuss & O'Neill, Inc.
1 Financial Plaza, 15th Floor
Hartford, CT 06103
(860) 646-2469

Firm Overview



Fuss & O'Neill is a civil and environmental engineering firm that provides client-specific, forward-thinking, and holistic solutions. Since 1924, we have made it our mission to improve the built and natural environments in response to our public and private clients' evolving needs.

We specialize in planning, design, and construction work in the buildings, energy, government, industry, transportation, and water market sectors. We count more than a dozen Fortune 100 and Fortune 500 companies as part of our extensive list of clients.

We operate as a cohesive team; a team made of individuals dedicated to safety, science-based decision making, and providing our clients with fiscally-responsible results.

We thrive at the intersection of industry and community issues such as economic development, livable communities, complete streets, Environmental Justice, and climate change, while offering traditional public and private services.

Our Services

- Civil Engineering
- Climate Resilience and Sustainability
- Construction
- Environmental Engineering
- Facility Engineering
- Landscape Architecture
- Structural Engineering
- Transportation and Traffic Engineering
- Water and Natural Resources
- Water and Wastewater Engineering

YEARS
Experience is our foundation for innovation.
100+

PROFESSIONALS
Diverse perspectives with a common goal of progress.
400+

OFFICES
Strategically located to deliver results.
12

K-12 Environmental and Hazardous Building Material Services



Working directly with educational facilities or working with architects and contractors, Fuss & O'Neill provides a multitude of services to ensure the health and safety of students, faculty, staff, and visitors.

Our licensed professionals have provided services for renovations, full and partial demolition, and redevelopment at both public and private institutions. We are project partners throughout the entirety of the process from management plans through construction monitoring/periodic surveillance, and including providing training for school maintenance and facility personnel.

Representative Projects:

Bay Path Regional Vocational Technical High School - Charlton, MA

Chamberlain Elementary School – New Britain, CT

Diman Regional Vocational Technical High School - Fall River, MA

Holmes Elementary School – New Britain, CT

Middle School of Plainville – Plainville, CT

New Early Childhood Center / Smith Elementary School – New Britain, CT

Pulaski Middle School – New Britain, CT

Rowayton Elementary School – Norwalk, CT

Slade Middle School – New Britain, CT

Gideon Welles Elementary School – Norwalk, CT

K-12 Services:

- Abatement and Technical Specifications
- Design Development
- Indoor Air Quality
- Hazardous Building Material Investigation
- Project Monitoring
- Radon Assessment
- Safety Services
- Soil Management



Smith Elementary School, New Early Childhood Center - New Britain, CT

Smith Elementary School – New Early Childhood Center

New Britain, CT



Fuss & O'Neill is providing environmental consulting services to support the renovation and addition of Smith Elementary School as it becomes the new Early Childhood Center. Our work includes a comprehensive review of building materials to identify environmental conditions that may influence project planning, design, and construction.

> **These services ensure environmental considerations are built into project planning, supporting a safe and successful transformation of Smith Elementary School.**

Building on our extensive experience with the District, including Chamberlain Elementary School, Holmes Elementary School, Slade Middle School, Pope John Paul School, Lincoln Elementary School, and New Britain High School, we bring a strong understanding of local facility conditions and client expectations. Smith Elementary School is similar in age and construction to Chamberlain Elementary School, where we recently completed comparable services, allowing us to anticipate project needs and deliver efficient, informed solutions.



We are also conducting a Phase I Environmental Site Assessment to identify any potential environmental concerns on the property.



Kathleen Pane



Kathleen has extensive experience conducting, overseeing, coordinating, and reviewing the technical quality of environmental investigations and assessments. She has completed a wide range of hazardous building material projects working with multiple technical disciplines. Projects include hazardous material inspections and designs involving asbestos, lead-based paint, PCBs, indoor air quality, industrial hygiene, and Phase I, II, and III environmental site assessments. She has worked on numerous demolition, renovation, and redevelopment projects. Kathleen oversees project investigation and remedial design methods, and interfaces with clients, regulators, contractors, and the public.

Firm Role

Associate | Department Manager

Education

Bachelor of Science, Environmental Studies
1999 - Connecticut College

Experience

13 Years with Fuss & O'Neill
26 Years Professional Experience

Licenses and Registrations

Lead Planner Project Designer CT
Lead Inspector Risk Assessor CT
Asbestos Project Monitor CT
Asbestos Project Designer CT
Asbestos Inspector Management Planner CT

kathleen.pane@fando.com
860.783.4721
www.fando.com

Representative Projects:

Holmes Elementary School - New Britain, CT

Provided hazardous building materials construction administration and project monitoring services at Holmes Elementary School. Supported evaluation of abatement contractor submittals for compliance with project specifications and coordinated supplemental sampling for asbestos, lead, and PCB-impacted materials identified during demolition. Conducted post-abatement verification sampling and oversight to ensure regulatory compliance. Services included on-site monitoring of abatement activities, documentation of contractor performance, and project coordination.

Middle School of Plainville - Plainville, CT

Project Manager for Engineering Design Services for the Middle School of Plainville. Our team is providing environmental consulting services to support Kaestle Boos Associates (KBA) with further investigations. Our team is conducting supplemental hazardous building materials investigations, including assessment of walls, flooring, ceilings, soffits, and other suspect materials. The work also evaluates potential silica and lead hazards, elevator hydraulic staining, and concealed adhesives, with field verification and coordination for previously inaccessible areas.

Smith Elementary School, New Early Childhood Center - New Britain, CT

Project Manager provided environmental consulting services related to hazardous building materials for the renovation and addition project at Smith Elementary School. Our team will conduct a building materials inspection to identify potential environmental concerns, including materials that may contain asbestos or lead, as well as a visual review of lighting and electrical components for mercury and other regulated materials.

HVAC Improvements Slade Middle School - New Britain, CT

Project Manager for HVAC improvements at Slade and Pulaski Middle Schools. Our team is providing a limited asbestos inspection to support the replacement of heating, ventilation, and air conditioning (HVAC) systems in large spaces, including the cafeteria, auditorium, and gymnasium.

Eric Cooley



Eric has been involved in a variety of industrial hygiene and hazardous material programs. He provides environmental services that include asbestos and lead inspections, asbestos management plans, project designs, and asbestos abatement project monitoring.

Eric also provides safety and industrial hygiene services for manufacturing, commercial, and construction facilities.

Firm Role

Senior Environmental Analyst

Education

Bachelor of Science, Industrial Technology
1994 - Keene State College

Experience

13 Years with Fuss & O'Neill
28 Years Professional Experience

Licenses and Registrations

AAR Registered Analyst
Asbestos Inspector MA and RI
Asbestos Management Planner CT
Asbestos Project Designer CT
Asbestos Project Monitor CT
Lead Inspector Risk Assessor CT
Lead Planner Project Designer CT

Representative Projects:

Project Manager Multiple Projects , Hopkins School - New Haven, CT
Provided hazardous materials inspection, design, construction monitoring, and environmental services, including final visual inspections and clearance air sampling following abatement.

Smith Elementary School, New Early Childhood Center - New Britain, CT
Project Engineer for the renovation and addition project at Smith Elementary School. Our team will conduct a building materials inspection to identify potential environmental concerns, including materials that may contain asbestos or lead, as well as a visual review of lighting and electrical components for mercury and other regulated materials.

Westminster School, Hazardous Materials Inspection and Design Cushing Dining Hall Renovation - Simsbury, CT
Provided hazardous materials inspection and design services in support of the Cushing Dining Hall renovation.

Project Manager, Hazardous Building Materials Consulting, Indoor Air Quality and AHERA Compliance, Shelton Public Schools, Multiple Projects - Shelton, CT
Fuss & O'Neill provided three-year asbestos reinspections, management plan updates, and semi-annual surveillance services for Shelton Public Schools. We assessed asbestos-containing materials (ACM), updated plans, reviewed records, submitted state documentation, and conducted asbestos awareness training for custodial and maintenance staff.

JFK Middle School PCB Management - Enfield, CT
Fuss & O'Neill developed a comprehensive O&M Plan to address PCB contamination, including quarterly air and dust sampling, ventilation assessments, and reporting per USEPA guidelines. The plan also covered interim soil management and proactive maintenance to protect human health.

Comprehensive Lead-based Paint Inspection, Regional School District 1 Public Schools - Salisbury, CT
Managed comprehensive lead inspection services in areas of the school to be occupied by children of a proposed daycare program.

eric.cooley@fando.com
860.783.4673
www.fando.com

Sandra Guzman



Sandra is a performance-driven professional and experienced environmental consultant. Her expertise includes Phase II environmental evaluations; hazardous materials assessments; indoor air quality investigations; water sampling; asbestos project monitoring; and phase contrast microscopy air sampling analysis in asbestos abatement projects. Sandra is an experienced asbestos, lead, and Renovation Repair and Painting (RRP) Spanish trainer. She has provided numerous environmental consulting services to commercial, public, and residential buildings, including schools, hospitals, stores, and private and public housing.

Firm Role

Environmental Analyst

Education

Bachelor of Arts, Environmental Management - 2007
District University Francisco Jose de Caldas

Experience

11 Years with Fuss & O'Neill
21 Years Professional Experience

Licenses and Registrations

AAR Registered Analyst CT
Asbestos Inspector NY
Asbestos Inspector Management Planner CT
Asbestos Project Designer CT, NY
Asbestos Project Monitor CT, NY
Lead Inspector CT
Lead Inspector / Risk Assessor CT

Representative Projects:

Fairfield Hills Campus Hazardous Material Inspection - Newtown, CT
Performed supplemental lead-based paint determination and toxic characteristic leaching procedure "TCLP" testing for the Grey House and the Shelton Building.

Loomis Chaffee School Grubbs Squad Dormitory Pre-renovation HAZMAT Inspection - Windsor, CT
Lead Inspector for a hazardous building inspection for renovation of the Grubbs Squad Dormitory. Responsibilities included: asbestos inspection, lead-based paint determination, lead waste characterization using toxicity characteristic leaching procedure (TCLP), as well as visual inspection and inventory of presumed polychlorinated biphenyls (PCBs) in source building materials containing ballast and mercury-containing equipment.

Dolan Middle School Window Replacement and Brick Restoration Project - Stamford, CT
Sandra conducted asbestos project monitoring and phase contrast microscopy (PCM) air sampling analysis services during asbestos abatement associated with the window replacement and brick restoration project.

Dolan Middle School Elevator Project - Stamford, CT
Conducted asbestos project monitoring and phase contrast microscopy air sampling analysis activities throughout asbestos abatement associated with the Dolan Middle School elevator project.

Monroe Public Schools AHERA Asbestos Periodic Surveillance - Monroe, CT
Performed AHERA inspection services.

Taft School Congdon House and Horace Dutton Renovation - Watertown, CT
Performed asbestos project monitoring and PCM air sample analysis during asbestos abatements related to the interior renovation of the Congdon House and Horace Dutton buildings.

sandra.guzman@fando.com
475.273.1096
www.fando.com

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CLARENCE WELTI ASSOCIATES INC.

Geotechnical Engineering

Welti Geotechnical, P.C.
227 Williams Street
Glastonbury, CT 06033
(860) 633-4623

Company Profile

Dr. Clarence Welti, P.E., P.C. and
Welti Geotechnical, P.C.
227 Williams Street
Glastonbury, CT 06033-2301
Telephone (860)633-4623
Fax (860)657-2514

Facilities:

Includes offices, soil laboratory, full shop facility, all owned by company principals. Equipment includes all soil testing equipment (in basement of the office building) plus exploration machines. The latter includes 10 drill rigs, 20 vehicles with ancillary tools and specialized testing equipment. Employees are as follows:

Senior Soils and Geotechnical Engineer
Soils Engineer
Office Employees
Shop Personnel
Field Exploration Personnel
Driller and Helper

Special Capabilities and Qualifications:

Full in-house service permits rapid mobilization and services in geotechnical and geoenvironmental projects.

Specialized experience in the Hartford County area for over 50 years. Dr. Welti holds a Bachelor of Science in Civil Engineering and a PhD in Structural Engineering. He can provide valuable information prior to field investigations. 50 years of files on projects in the area provide additional information.

The years of experience with the construction industry in the area also permits knowledge into capabilities of Contractors and economic means to achieve results.

Apart from the special qualifications, cited above, the firm has provided day to day soil studies for every town in the Hartford County on a regular basis for almost 50 years.

COMPANY PROFILES

CLARENCE WELTI ASSOCIATES INC.

Principal Operations relate to test borings (geotechnical and environmental) and in house geotechnical soil testing. This company has been in existence since 1968, succeeding a prior similar company owned by Clarence Welti. This company employs normally about 10 persons. In general 2 to 3 rigs are operated. The company is housed in family owned offices and shop. The ownership at this time is by Max C.Welti and Katharina E. Welti. The work area by this company and the preceding company has been in most Connecticut towns, in Western Massachusetts and Rhode Island. The company has performed work for every major municipality in Connecticut.

CLARENCE WELTI LEASING, INC

All vehicles and machinery are owned by this corporation. Ownership is jointly by Max Welti and Katharina Welti

WELTI GEOTECHNICAL P.C.

This company is a professional engineering corporation and is personally owned by Max Welti. This company provides engineering services related to geotechnical issues and foundation engineering. The latter work involves primarily specialized foundations such as bulkheads, boat lifts, tower or pole foundations and raft foundations.

MAX C. WELTI, P.E.

Graduate of Clarkson University 1984, BS in Civil Engineering; Licensed since 1994

Has been in geotechnical practice since graduation in addition to operating the drilling and testing company. He has written many of the geotechnical reports for the firm and directs laboratory testing. Special projects have included (1) geotechnical engineer at major additions to Hartford Hospital; (2) geotechnical engineer at Sub-Station in West Springfield for Eversource;(3) Slope evaluation at Head Race at Eversource Bulls bridge Hydro Station in; (4) geotechnical engineer fort transmission towers at Waterbury- Middlebury-Oxford line and (5) geotechnical engineer at Kleen Energy Plant; Middletown, CT

Dr. Clarence Welti, P.E., P.C. and
Welti Geotechnical, P.C.
227 Williams Street
Glastonbury, CT 06033-2301
Telephone (860)633-4623
Fax (860)657-2514

Representative List of Projects with Kaestle Boos Associates.

1. Project: Additions and Renovations to Watertown High School, Judson Elementary School, and Polk Elementary School, Watertown, CT
2. Project: Addition and Renovations to John F. Kennedy High School, Waterbury, CT
3. Project: Additions and Renovations to Park Avenue, Stadley Rough, and Shelter Rock Elementary Schools, Danbury, CT
4. Project: Additions and Renovations to New Canaan High School, New Canaan, CT
5. Project: Additions and Renovations to Stafford High School, Stafford, CT
6. Project: Additions and Renovations to Avon High School, Avon, CT
7. Project: Additions and Renovations to Griswold Middle School and New Griswold Elementary School Facility, Griswold, CT
8. Project: Additions and Renovations to New Britain High School, New Britain, CT
9. Project: Additions and Renovations to Westbrook Middle/High School, Westbrook, CT
10. Project: New East Haddam 4-8 School, East Haddam, CT
11. Project: Additions and Renovation to Canterbury School Athletic Facilities. New Milford, CT
12. Project: Additions and Renovation to Lewis Mills High School/Har-Bur Middle School, Burlington, CT
13. Project: New North Haven High School, North Haven, CT
14. Project: Additions and Renovations to Gaffney Elementary School, New Britain, CT
15. Project: Additions and Renovations to DiLoreto Magnet School, New Britain, CT

The following is a list of school projects on which geotechnical engineering was performed:

1. Quirk School; Hartford, Fletcher Thompson Architects
2. Kennelly School; Hartford; Fletcher Thompson Architects
3. Kinsella School; Hartford; Fletcher Thompson Architects
4. SAND School; Hartford, Tai Soo Kim Associates
5. East Haddam Middle School; Kaestle Boos Architects
6. Carmen Arace Middle School; Bloomfield, CT; Friar Associates, Architects
7. Journalism & New Media Academy; Hartford; SLAM Collaborative Architects
8. Illing Middle School; Manchester; Friar Associates, Architects
9. Bridgeport Multi Magnet School; Trumbull; JCJ Architecture
10. Stratfield Elementary School; Fairfield, CT; Silver Petrucelli & Associates, Architects
11. CREC Regio Magnet School; Avon, CT; Friar Associates, Architects
12. CREC Public Safety Academy; Enfield, CT; SLAM Collaborative Architects

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d'agostino
& ASSOCIATES

Data/Communications, Technology/Audio Visual

D'Agostino & Associates, LLC
477 Main Street, Suite 210B
Monroe, CT 06468
(203) 497-3064



PROFESSIONAL RESUME

Marc J. D'Agostino
Founder, CEO

As Founder and CEO of D'Agostino & Associates, Marc brings over 30 years' experience assessing, designing, and managing the implementation of client-specific and relevant technology solutions for the built environment. Marc founded D'Agostino & Associates to bridge the gap between Technology expertise and Design / Constructability expertise, providing clients seamless solutions that encompass and support the wide range of technology systems and functionality needed in today's modern spaces.

Marc has led the technology design for multiple $100M budget projects and is frequently sought for high-profile, atypical projects that require elegant technology solutions. By instilling a culture of collaboration and constant learning at D'Agostino & Associates, he has created a team of experts that consistently evolve with the latest technology trends to best support clients and their visions.

VALUE OFFERED:

- Security System Design
- Audio-Visual System Design
- Technology System Design
- Data Center Design
- Commissioning
- Strategic Planning
- Project Management
- Peer Reviews
- Feasibility Studies
- Master Plan Creation
- Construction Administration
- Cost Estimating

EXPERTISE & PROFESSIONAL AFFILIATIONS:

- Member of ASIS International (American Society for Industrial Security)
- Member of BICSI (Building Industry Consulting Service International)
- Comprehension of the ANSI/TIA/EIA, ISO/IEC, BICSI and the IEEE standards.
- Knowledge of the NEC, NFPA & NECS codes that apply to low voltage systems; including the data, telecommunication, security and AV industries.
- Past and ongoing accredited training and affiliations ensure that all technology designs conform to the current industries standards.

PROFESSIONAL EXPERIENCE:

Marc has spearheaded numerous projects involving Technology, Security and Audio-Visual systems in Higher Education, Municipality, Libraries, State, Federal, Healthcare, Corporate, Retail, and the Private Sectors. Highly adept at directing projects commanding time-critical and new technologies, transitioning from outdated technologies to highly functional, efficient, and cost-effective solutions. The scope of Marc's experience includes project management and lead design responsibilities for multi-million dollar projects throughout North America, including projects with more than $3 Billion in construction costs.



PROFESSIONAL RESUME

Nicholas A D'Agostino, RCDD, PSP, PMP, TLT
Partner & Director of Design

As Partner & Director of Design, Nicholas leads all design and project management efforts for D'Agostino & Associates. With over a decade's experience designing converged, project-specific Technology, Electronic Security, and Audio-Visual systems, Nicholas is an expert directing project teams in designing clear, concise, and applicable systems for the built-environment that are both client-specific and cutting edge. Constantly evolving with the newest technologies, mandates, and best practices, he is highly skilled at taking complex technology requirements and seamlessly integrating them into any project. As design lead for all major projects within the firm, his skill set of effective communication with all stakeholders to ensure each systems successful implementation is highly valued on all engagements.

Nicholas is a Board-Certified Physical Security Professional (PSP) and Registered Communications Distribution Designer (RCDD). He has been published in Security Management (ASIS) and acted as a contributor to ASIS' latest Protection of Assets (2021).

VALUE OFFERED:

- Security System Design
- Audio-Visual System Design
- Technology System Design
- Data Center Design
- Commissioning
- Strategic Planning
- Project Management
- Peer Reviews
- Feasibility Studies
- Master Plan Creation
- Construction Administration
- Cost Estimating

CERTIFICATION & PROFESSIONAL AFFILIATIONS:

- Registered Communication Distribution Designer (BICSI Certification – RCDD #276281)
- Certified Physical Security Professional (ASIS Certification – PSP #19011)
- Certified Project Management Professional (PMI Certification – PMP #1786569)
- State of Connecticut Licensed Telecommunications Layout Technician (TLT License - #126)
- Multiple courses with FEMA
- Graduate of Berklee College of Music
- Member of ASIS International (American Society for Industrial Security)
- Member of BICSI (Building Industry Consulting Service International)

PROFESSIONAL EXPERIENCE:

The scope of Nicholas's experience includes project management and lead design responsibilities for multiple $100 Million projects throughout North America, including projects with more than $3 Billion in construction costs. By overseeing hundreds of projects during his time with D'Agostino & Associates, he has developed a wide range of skills required to properly design and specify low-voltage systems for the built environment. Sectors of engagement include Public / Private K-12, Higher Education, Health Care, Corporate, Municipal, Non-Profit, Retail, Performance, and Cultural Institutions.

RELEVANT PROJECT EXPERIENCE

Education – Partial List

The following is a partial list of major construction education projects which our firm has performed design, bid management and construction administration services pertaining to Technology, Physical Security, Audio Visual and Technology FF&E disciplines. Our firm has designed these types of systems for more than 200 educational facilities throughout the country.

Middle Schools

ACES at Chase, Waterbury CT
Project type: Renovate as New
Technology – Audio Visual – Physical Security Design – Technology FF&E services

Bennie Dover Jackson Middle School, New London CT
Project type: New Construction
Technology – Audio Visual – Physical Security Design – Technology FF&E services

Betances Learning Lab Magnet School, Hartford CT
Project type: Renovate as New
Technology – Audio Visual – Physical Security Design – Technology FF&E services

Brunswick School, Greenwich CT
Project type: Renovation
Technology – Audio Visual – Physical Security Design

Cromwell Middle School, Cromwell CT
Project type: New Construction
Technology – Audio Visual – Physical Security Design – Technology FF&E services

E.B. Kennelly School, Hartford CT
Project type: Renovate as New
Technology – Audio Visual – Physical Security Design

Greenwich Public Schools, Central Middle School
Project type: New Construction
Technology – Audio Visual – Physical Security Design – Technology FF&E services

John F. Kennedy Middle School, Southington CT
Project type: Renovate as New
Technology – Audio Visual – Physical Security Design – Technology FF&E services

John Winthrop Middle School, Deep River CT
Project type: Renovation
Technology – Physical Security Design

Joseph DePaolo Middle School, Southington CT
Project type: Renovate as New
Technology – Audio Visual – Physical Security Design – Technology FF&E services

Ledyard Middle School, Ledyard CT
Project type: Renovate as New
Technology – Audio Visual – Physical Security Design – Technology FF&E services

North Haven Middle School, North Haven CT
Project type: Renovate to New
Technology – Audio Visual – Physical Security Design – Technology FF&E services

Northeast Middle School, Bristol CT
Project type: New Construction
Technology – Audio Visual – Physical Security Design

Plainville Middle School, Plainville CT
Project type: Renovate as New
Technology – Audio Visual – Physical Security Design

Polson Middle School, Madison CT
Project type: Renovation
Audio Visual Design

Ponus Ridge Middle School, Norwalk CT
Project type: Renovation & New Construction
Technology – Audio Visual – Physical Security Design – Technology FF&E services

Torrington Middle / High School, Torrington CT
Project type: New Construction
Technology – Audio Visual – Physical Security Design – Technology FF&E services

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Cost Estimating

O&G Industries
112 Wall Street
Torrington, CT 06790
(860) 489-9261

1,000 EMPLOYEES — HIGHLY SKILLED

3,500 PIECES — OF WELL MAINTAINED EQUIPMENT

100+ YEARS — OF CONSTRUCTION INDUSTRY KNOWLEDGE

One of the Northeast's leading providers of construction services and products

O&G OVERVIEW

Services

- Construction Management
- General Contracting
- Design / Build
- Self-performing Labor

ANNUAL REVENUE.. $700 million
BONDING CAPACITY $5 billion
SAFETY RATING..... .66 EMR

Our professional staff

- 16 Professional Engineers
- 15 LEED Accredited Professionals
- 65 Field Supervisory Personnel
- 15 Estimators
- 800 Skilled Trades People
- 4 Safety Professionals

ENR Engineering News-Record

O&G is rated as one of the Top 400 Contractors in the country



A Century of Strength, Built by Our People. Through every challenge, innovation, and milestone—our team is the foundation of our success.

O&G was founded by two hardworking immigrants in Connecticut's northwest corner. *Our founders Andrew Oneglia and Flaviano Gervasini set out to build a business founded on the principles of quality service and excellence in craftsmanship provided by a company deeply rooted in a commitment to family values. Today, O&G Industries is one of the largest and most successful construction companies in the country - currently led by the third and fourth generation of the Oneglia family. For 50+ years, O&G has consistently ranked as one of the country's 400 largest construction companies and is one of the Northeast's largest construction companies. Our clients include some of the most well respected brands in the region and throughout the world.*

MISSION *Sharing our expertise and enthusiasm to build lasting relationships that enable our employees and project partners to achieve success.*

VISION *To be the region's foremost leader in construction services, committed to our communities and clients, by focusing on excellence, innovation, and sustainability.*

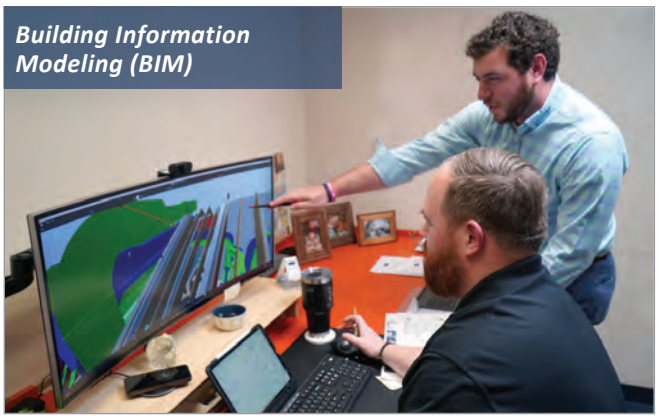
VALUES *Safety | Integrity | Inclusivity | Quality | Accountability | Creativity*

IN-HOUSE RESOURCES ***provide a streamlined approach, enhancing efficiency, accuracy, and project coordination.***



In-House MEP Coordination

Keeping systems in sync - Joseph Fucci ensures seamless integration on site.



Building Information Modeling (BIM)

VDC Manager Nick Castler collaborating in the virtual world to build better in the real one.

Tim Ruland

VICE PRESIDENT OF PRECONSTRUCTION SERVICES



INDUSTRY EXPERIENCE

33 years

O&G EXPERIENCE

1 year

EDUCATION

B.S. Construction Management
Syracuse University at Utica Collage

A.S. Construction Technology
State University of New York at Delhi

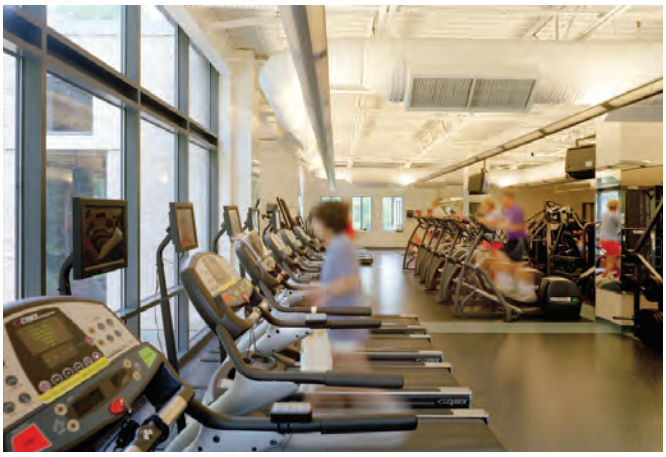
LICENSES & CERTIFICATIONS AND TRAINING

OSHA 10-Hour Construction

Tim provides strategic leadership for all preconstruction activities, overseeing estimating, budgeting, value management, and design coordination to position projects for success from the outset. He leads the largest estimating team in the state, including specialists focused on complex sitework and civil scopes, enabling comprehensive and accurate cost development across all project components. Working closely with clients, design teams, and operations leadership, Tim aligns scope, schedule, and cost objectives while advancing constructability and delivery strategies. His team utilizes advanced estimating and data analysis software to produce detailed quantity takeoffs, real-time cost benchmarking, and scenario modeling which provides owners with reliable budgets and the insight needed to make informed decisions. With extensive experience managing complex pursuits across diverse market sectors, Tim is known for delivering accurate estimates that support predictable project outcomes.

RELEVANT EXPERIENCE

- $3.5 million, Renovations and a multi-bay PEMB Addition, Greenwich Fire, Greenwich, NY
- $25 million, New Construction, 911 Center and Essex County Jail, Lewis, NY
- $24 million, Renovations, Warren County Public Safety Building, Glens Falls, NY
- $48 million, Renovations, Albany County Courthouse, Albany, NY
- $45 million, New Construction, Albany County Judicial Center, Albany, NY
- $34 million, Additions/Renovations, Correctional Facility, Troy, NY
- $34 million, New Construction, Correctional Facility, Schoharie, NY
- $25 million, New Construction, New Correction Facility, Seneca County, NY
- $27 million, Renovations and Additions, CT Department of Administrative Services, Windsor, CT
- $11 million, Addition, Albany County Correction Facility - Mental Health Annex, Albany, NY
- $137 million, Addition/Renovation, Kingston City School District, Kingston, NY
- $55 million, Renovations, Northeastern Clinton Component School District, NY
- $50 million, Concept level estimate, 40 Guest Rooms, Luxury Resort, Mineral Springs, Sharon Springs, NY
- $40 million, Addition/Renovation High School and Middle School, Hudson, NY
- $20+ million, 54 Units - Low income supportive housing project, Harbor House at the YWCA, Schenectady, NY
- $19+ million, 4-story hotel / 120 rooms, Underground Parking, AC Marriot, Saratoga Springs, NY





RIDGEFIELD PARKS AND RECREATION BUILDING

Ridgefield's Park and Recreation building consists of a gym, dance room and an aquatic center with a "zero entry" pool, lap swimming area, tumble bucket and large slide. Two sets of men's and women's locker rooms were constructed. The first pair consisted of conventional locker space and showers, while the second set was deluxe lockers, which were restricted to adults and include nicer accommodations and a spa. The facility also includes two daycare facilities, classrooms, 11,000 SF of office space and a kitchen. The site has a large playing field and a giant playscape.

CLIENT	**Town of Ridgefield**
ARCHITECT / ENGINEER	**SLAM**
CONSTRUCTION TYPE	**New Construction**
SERVICES	**Construction Manager**
LOCATION	**Ridgefield**
SIZE	**55,000 SF**
COST	**$24,726,186**





BRISTOL BOYS AND GIRLS CLUB

Uniquely designed to be a multi-faceted facility, the new 41,640 SF Bristol Boys and Girls Club features precast concrete wall panels and brick veneer, houses two regulation basketball courts, a wrestling room, volleyball courts and batting cages in the Field House. The two-story clubhouse includes large community spaces that can be transformed for any community function. Natural light fills the building, including the technology center, teen room, pre-school and game room. The new facility also includes the latest technology throughout and a fully equipped fitness center.

CLIENT	**Bristol Boys and Girls Club**
ARCHITECT / ENGINEER	**Amara Associates**
CONSTRUCTION TYPE	**New Construction**
SERVICES	**Construction Manager**
LOCATION	**Bristol, CT**
SIZE	**41,640 SF**
COST	**$7,741,344**





WATERFORD MUNICIPAL COMPLEX

O&G was hired as the design/builder for this new municipal complex which replaced the existing facility. The project included construction of an improved vehicle and equipment garage, maintenance bays with an overhead crane and vehicle lifts, a vehicle wash bay, storage mezzanine, and administrative offices.

CLIENT	City of Waterford
ARCHITECT / ENGINEER	Studio 3C
CONSTRUCTION TYPE	New Construction
SERVICES	Design/Build
LOCATION	Waterford, CT
SIZE	61,783 SF
COST	$14,320,507





WATERFORD COMMUNITY CENTER

This project consisted of the conversion of a former manufacturing facility into a 30,000 SF community center and 82,000 SF of educational space. Classrooms, a cafeteria, and a family resource center and offices were created in the existing building. The remaining sections of the facility were newly constructed and incorporate additional classrooms along with an arts room and a media center. Also a new courtyard, which is comprised of an outdoor learning center and play area, was constructed in the southern portion of the site. New parking lots and landscaping complement the project.

CLIENT	Town of Waterford
ARCHITECT / ENGINEER	JCJ Architecture
CONSTRUCTION TYPE	New Construction and Renovation
SERVICES	Construction Manager
LOCATION	Waterford, CT
SIZE	112,000 SF
COST	$9,082,179

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Acoustics

Acentech, Inc.
33 Moulton Street
Cambridge, MA 02138
(617) 499-8000

ACENTECH
ACOUSTICS TECHNOLOGY VIBRATION

Company Profile

Whether you're looking to perfect the acoustics of a performance space, implement cutting-edge systems technology, or quiet a noisy product, Acentech is your resource. We provide acoustics, technology, and noise and vibration consulting to clients across the US and beyond.



BUILDING ACOUSTICS



TECHNOLOGY



NOISE AND VIBRATION CONTROL

Acentech is a multi-disciplinary acoustics, technology, and vibration consulting firm. We are one of the oldest and largest organizations of our type, with roots stretching back more than 75 years. We are unequaled partners to architects, engineers, institutions, manufacturers, planners, and designers worldwide.

Acentech's acousticians, engineers, scientists, and technical consultants bring collective expertise and innovative thinking to the critical design relationship between sound, technology, and the built environment.

Good listening conditions are vital to teaching and learning. Studies show that background noise in school environments directly influences young learners' engagement, development, and academic performance. Reducing background noise and improving acoustics is even more challenging post-COVID with the advent of hybrid and remote learning. Acentech's depth of experience with K-12 schools provides clients with the assurance of optimal acoustics and technology designs for their campuses.

CONSULTING SERVICES

- Building Acoustics
- Mechanical Systems Noise and Vibration
- Environmental Noise
- Vibration
- Audiovisual
- ICT/Telecommunications
- Physical Security
- Product Noise and Sound Quality

SPECIALTY SERVICES

- 3DListening® (3DL) Acoustic Simulation and Evaluation
- Real-Time, Remote Monitoring of Noise and Vibration
- Technology Advisory Services
- Research and Development
- Sound Power Measurements

BOSTON | LOS ANGELES | PHILADELPHIA | WASHINGTON, DC
HQ: 33 Moulton Street | Cambridge, MA 02138 | acentech.com

ACENTECH
ACOUSTICS TECHNOLOGY VIBRATION

Selected Experience



Wheeler Elementary School

Plainville, CT

Completed: 2020 | Building Area: 51,419 SF | Construction cost: $27M

Acentech Services: Acoustics Consulting

Architect: Kaestle Boos Associates (KBA)



Norwalk High School

Norwalk, CT

Completed: Ongoing | Building Area: 337,000 sf | Est. Construction cost: $239M

Acentech Services: Audiovisual Consulting

Client: Kaestle Boos Associates, Inc.



Helene Grant Early Learning Center

New Haven, CT

Completed: 2016 | Building Area: 70,000 sf | Construction cost: $28M

Acentech Services: Acoustics

Architect: Kenneth Boroson Architects



Cardinal Child Development Center

San Bernardin, CA

Completed: Ongoing | Building Area: 14,700 sf | Est. Construction cost: $27M

Acentech Services: Acoustics

Architect: LPA Design Studios



Coburn Elementary School

West Springfield, MA

Completed: 2022 | Building Area: 119,000 sf | Construction cost: $57M

Acentech Services: Acoustics, Audiovisual Consulting

Architect: TSKP Studio

ACENTECH
ACOUSTICS TECHNOLOGY VIBRATION



EDUCATION

M.Eng., Acoustics, Pennsylvania State University, 2016

B.S., Mechanical Engineering, Boston University, 2002

CERTIFICATIONS / LICENSES

Registered Professional Engineer (MA, NH, RI, FL, VT)

LEED Accredited Professional, Building Design and Construction, USGBC

PROFESSIONAL SOCIETIES

Acoustical Society of America (ASA), Greater Boston Chapter of ASA, Member, Former Executive Board Member and Treasurer

American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE), Member

National Business Officers Association (NBOA), Member

Association for Learning Environments (A4LE), Member

TEACHING

Roger Williams University, Adjunct Professor of Acoustics, 2020-present

Nicole Cuff, PE, LEED AP BD+C

Principal | Building Acoustics

EXPERIENCE AND RESPONSIBILITIES

Nicole Cuff is an acoustician with over 20 years of consulting experience in building acoustics, sound isolation, room acoustics, mechanical system noise control, and vibration isolation on a broad range of projects. As a Principal, she collaborates with clients from initial strategic planning, through the design process, to the completion and opening of projects. Her portfolio consists of the acoustics of sound sensitive spaces, such as performing arts centers, worship halls, large atriums, lecture halls, conference rooms, offices, classrooms, and recording studios. She also consults on noise and vibration control into critical spaces within a building and to evaluate and mitigate the impact of environmental noise within a community.

Nicole serves as Acentech's K-12 Education Market Leader, responsible for marketing strategy, client development and industry thought leadership.

SELECTED PUBLICATIONS

- "The Case for Inclusive Classroom Acoustics," *Design Museum Magazine: Inclusive Design*, December 2023

REPRESENTATIVE PROJECTS

- Balmer Elementary School, Whitinsville, MA
- Driscoll Elementary School, Brookline, MA
- Dryden Memorial Elementary School, Springfield, MA
- Eliot Innovation School, Boston, MA
- Fox Hill Elementary School, Burlington, MA
- Fuller Middle School, Framingham, MA
- Hatherly Elementary School, Scituate, MA
- Holmes Elementary School, Darien, CT*
- McKinley School Mixed-Use and Early Childhood Education Center, Revere, MA
- Middle School of Plainville, Plainville, CT*
- Nathan Hale Elementary School, Chicago, IL
- Naugatuck High School, Naugatuck, CT*
- North Reading Middle and High School, North Reading, MA
- Penn Brook Elementary School, Georgetown, MA
- Pitkin Community Center, Wethersfield, CT*
- Rockwell Elementary School, Bethel, CT
- Stoughton Elementary School, Stoughton, MA

** Project with Kaestle Boos Associates (KBA)*

Schiavone Designs, LLC

Food Service Design

Schiavone Designs, LLC
112 Saddle Rock Road
Holbrook, NY 11741
(631) 403-4268

Schiavone Designs, LLC

Food Facilities Planners & Consultants

Firm Overview

For the past thirty years, Ms. Joanne Schiavone, FCSI has been involved in the food service industry providing comprehensive consulting and design services. Schiavone Designs, LLC is a single member Limited Liability Company.

Schiavone Designs, LLC, Food Facilities Planners & Consultants, offers planning and consultation services for every phase of commercial food facilities. Our diversification enables us to carry out all activities relating to the planning of a food service facility including programming, design, construction documents, and contract administration.

Schiavone Designs, LLC has experience with a wide variety of food facilities and knowledge of all aspects of the food service industry which will ensure accurate and superior project results.

Our approach has always been consistent, regardless of the size and scope of a project. Client inclusion is one of our most important strengths. Our communication is continuous and we encourage input from our Clients throughout the life of the project so that we can ensure Client satisfaction and the successful completion and seamless operation of the food facility.

Our team will meet the needs of the Client and provide the highest level of service required for success. We are dedicated to complete satisfaction from project initiation to completion.

We have been retained as consultants for projects throughout the Northeast, as well as abroad. Our experience with a wide variety of food facilities and knowledge of all aspects of the food service industry enables us to look at each project as a whole and our recommendations are tailored to the requirements of the particular project and its' budget.

As professional members of the Foodservice Consultants Society International, an organization dedicated to progress and professionalism within our industry. As members, Schiavone Designs, LLC combines years of experience with the latest designs and technology.

We believe that our experience in all aspects of the food service industry allows Schiavone Designs, LLC to bring a thorough and complete knowledge base to a particular project. The ability to extract solutions and recommendations from this experience produces accurate and superior project results.

Our commitment to service is evident throughout the life of a project's development; our clients have often cited our responsiveness to program requirements.

Schiavone Designs, LLC will meet and exceed the needs of this Client and provide the highest level of service required for success. Our commitment to excellence leads to a successful project completion and its continued operational success.

Services

- Food Facility Assessments
- Operations & Management Advisory
- Project Master Planning
- Facility Programming
- Layout & Space Utilization
- LEED Participation
- HACCP Implementation
  Hazard Analysis Critical Control Points
- Accurate Equipment Cost Estimating
- Design & Contract Documents
- Construction Administration

Food Service Industry Segments

- Academic
- Corporate
- Correctional
- Healthcare
- Hotels
- Military
- Restaurants
- Sports & Cultural

112 Saddle Rock Road, Holbrook, New York 11741 - Phone: (631) 403-4268 – Fax: (631) 403-4269
www.schiavonedesigns.com

JOANNE M. SCHIAVONE, FCSI

Sr. Food Service Consultant



Years of Experience
Total: 30 With Current Firm: 15

Professional Background
For the past thirty years, Joanne M. Schiavone, FCSI has been involved in the food service industry providing comprehensive consulting and design services.

Ms. Schiavone began her career in 1994 as an intern with Zaralban & Associates, Inc. For the next fifteen years, Ms. Schiavone worked her way to Food Service Director of Design and earned Partnership with the firm.

Joanne M. Schiavone, FCSI has developed a background that encompasses all phases of food service planning, operations and management. She is responsible for programming, design, construction documents, and contract administration. Her planning and organizational skills enable her to successfully coordinate all aspects for each project, from inception through completion. Her ability to communicate with Clients, Architects and Engineers ensures clear and concise project coordination. Ms. Schiavone has experience with a wide variety of food facilities and knowledge of all aspects of the food service industry which will ensure accurate and superior project results. As a professional member of the Foodservice Consultants Society International, Schiavone Designs, LLC combines years of experience with the latest designs and technology.

Summary of Qualifications

- Food Facilities Assessment
- Project Master Planning
- Facility Programming
- Layout & Space Utilization
- LEED Participation
- HACCP Implementation
  Hazard Analysis Critical Control Points
- Design & Contract Documents
- Accurate Equipment Cost Estimating
- Construction Administration

Education
New York Institute of Technology; B.S., Business Administration/Marketing
SUNY Farmingdale; Associates Degree, Business Management

Certifications; WBE (Women-Owned Business Enterprise)
New York State Department of Economic Development
State of Rhode Island, Office Of Diversity, Equity and Opportunity
Common Wealth of Massachusetts (SOMWBA)

Professional Affiliations
Foodservice Consultants Society International, Professional Member

References
Janice Watt, Food Service Director, Foxborough Public School, MA – 508.543.1656
Carol Noonan, Director of Nutritional Services, Lawrence Public Schools, MA – 978.722-8448
Maria Torres, Assistant Principal of Technical Affairs, Diman RVHS, Fall River, MA – 508.678.2891 ext.1310

Academic Facilities - Elementary Schools

Beatrice Rafferty Elementary School K-8 (Replacement), Pleasant Point, ME
Bourne Elementary School, Bourne, MA
Brookside Elementary School, New Castle County, DE
Burrell Elementary School, Foxborough, MA
East Haddam 4-8 School, East Haddam, CT
Elementary School #5, East Orange, NJ
Elizabeth Green Elementary School, Newington, CT
Frisbie Elementary School, Wolcott, CT
Griswold Elementary School, Jewett City, CT
Hampton Elementary School, Hampton, CT
Hatton Elementary School, Southington, CT
Jennie Smith Elementary School, Christina School District, Newark, DE
Judson Elementary School, Watertown, CT
Lisbon Center School, Lisbon, CT
Lyme Consolidated School, Lyme, CT
Maclary Elementary School, Christina School District, Newark, DE
Meeting House Hill Elementary School, New Fairfield, CT
Mile Creek Elementary School, Old Lyme, CT
New Southern District Elementary School, DE City, DE
Northend Elementary School, New Britain, CT
Polk Elementary School, Watertown, CT
Porter Road Elementary School, Christina School District, Bear, DE
PS-138X Bronx New Building, Bronx, NY
PS-144 Queens New Building, Queens, NY
Roaring Brook School, Avon, CT
Rockland Elementary School, Rockland, MA
Robert S. Gallaher Elementary School, Christina School District, Newark, DE
Ruth Chaffee Elementary School, Newington, CT
Stafford Elementary School, Stafford Springs, CT
Sunnyside Elementary School, Smyrna, DE
Thalberg Elementary School, Southington, CT
The Gilbert School, Winsted, CT
The Granville Charter High School, Trenton, NJ
The New Franklin K-8 School, Franklin, MA
Vance Elementary School, New Britain, CT

Schiavone Designs, LLC

Food Facilities Planners & Consultants

Food Service - Project Data

Project Name: **Moser School** Rocky Hill, CT
Location:

Client Contact: Mr. Ron Lamontagne, Facilities Director (860) 258-7700

Project Involvement: Food Facilities Planning & Consultation

Scope of Work:

The new self-sustaining food facility was designed to feed approximately 582 students per day. Design includes all food service kitchen areas and separate serving area. The serving area was designed in traditional straight serving lines.

Responsibilities included: existing facility conditions evaluation, facility programming, project coordination, layout and space utilization, accurate equipment cost estimating, design and construction documents through construction administration.

Complete date on time: 2019

Estimated cost of project for which this firm is responsible for $401,120.00.





Project Name: **Barrington Middle School**
Location: 261 Middle Highway,
Barrington, RI 02806
Barrington Middle School

Client Contact: Ms. Kim Orr, Food Service Director (Chartwells)
(401) 253-1452

Scope of Work:

The new self-sustaining food facility was designed to feed approximately 815 students per day. Design included all food service kitchen areas and separate serving area. The serving area was designed in traditional straight serving lines.

Responsibilities included: existing facility conditions evaluation, facility programming, project coordination, layout and space utilization, accurate equipment cost estimating, design and construction documents through construction administration.

Complete date on time: 2019

Cost of project for which this firm is responsible for and within budget: $663,500.00.







Code & Accessibility

Versteeg Associates, LLC
86 University Drive
Torrington, CT 06790
(860) 480-3951

Versteeg Associates

Code Compliance & Life Safety Consultants

86 University Drive
Torrington, CT 06790
(860) 480-3951
josephversteeg@gmail.com
www.versteeg-associates.com

Summary of Services

Principal of Versteeg Associates LLC, a Connecticut based firm providing technical consulting services to designers, construction managers, code officials, and property owners in the proper application of building, fire, life safety, and accessibility codes and standards. Services include third-party compliance reviews of construction documents, guidance to designers during project development, and compliance strategies to resolve matters of non-compliance. Established 1994, currently with 1 Full time employee.

Project experience involves compliance reviews of plans and specifications of schools on behalf of the municipal Building and Fire Officials to determine compliance with the Connecticut State Building, Fire Safety, and Fire Prevention Codes, as well as ADA accessibility mandates. Each project involved general science and biology laboratories/ classrooms with associated chemical storage, prep, and use areas, fume hoods, flammable gases, and mechanical systems.

New Fairfield High School – New Fairfield CT

Compliance review of new 143,00 sq. ft. high school; Project value: $84.2 million. Work completed April 2021

Windham High School – Willimantic CT

Compliance review of additions and renovations to an existing high school, which included 11,945 sq. ft. of new construction and 225,000 sq. ft. of renovations; Project value: $93.3 million. Work completed April 2021

New London High School – New London CT

Compliance review of additions and renovations to an existing elementary school, which included 54,900 sq. ft. of new construction and 173,900 sq. ft. of renovations; Project value: $98 million. Work completed January 2020.

Dr. Martin Luther King, Jr. Campus – Additions & Renovations - Hartford CT

Compliance review of additions and renovations to an existing high school, which included 38,000 sq. ft. of new construction and 136,600 sq. ft. of renovations. Project value: $68 million. Work completed January 2019.

Shepaug Valley Middle/High Agriscience School – Washington CT

Compliance review of additions and renovations to an existing middle/high school, which included 38,600 sq. ft. of new construction and 20,600 sq. ft. of renovations. Project value: $25 million. Work completed August 2018.

West Haven High School – West Haven CT

Compliance review of additions and renovations to an existing high school, which included 168,000 sq. ft. of new construction and 98,000 sq. ft. of renovations. Project value: $129.9 million. Review completed September 2017.

Nonnewaug High School – Woodbury CT

Compliance review of additions and renovations to an existing high school, which included 5,360 sq. ft. of new construction and 145,000 sq. ft. of renovations. Project value: $63.8 million. Review completed September 2017.

Stratford High School – Stratford CT

Compliance review of additions and renovations to an existing high school, which included 190,000 sq. ft. of new construction and 50,000 sq. ft. of renovations. Project value: $126 million. Review performed in 2016/2017 (2 phases).

Anna Reynolds Elementary School – Newington CT

Compliance review of an addition and renovations to an existing elementary school, which included 450 sq. ft. of new construction and 65,100 sq. ft. of renovations; Project value: $35.5 million. Work completed January 2022.

Chamberlain Elementary School – New Britain CT

Compliance review of additions and renovations to an existing elementary school, which included 15,856 sq. ft. of new construction and 86,098 sq. ft. of renovations; Project value: $50 million. Work completed March 2021.

Smalley Elementary School – New Britain CT

Compliance review of additions and renovations to an existing elementary school, which included 21,600 sq. ft. of new construction and 67,600 sq. ft. of renovations. Project value: $53 million. Work completed April 2018.

Bennie Douglas Jackson Middle School – New London CT

Compliance review of additions and renovations to an existing elementary school, which included 12,000 sq. ft. of new construction and 132,000 sq. ft. of renovations; Project value: $49 million. Work completed August 2020.

Groton Consolidated Middle School – Groton CT

Compliance review of a new 156,000 sq. ft. middle school; Project value: $86 million. Work completed December 2018.

Pleasant Valley Elementary School – South Windsor CT

Compliance review of additions and renovations to an existing elementary school, which included 102,300 sq. ft. of new construction and 43,304 sq. ft. of renovations; Project value: $58.8 million. Work completed September 2021

New Fairfield High School – New Fairfield CT

Compliance review of new 143,00 sq. ft. high school; Project value: $84.2 million. Work completed April 2021

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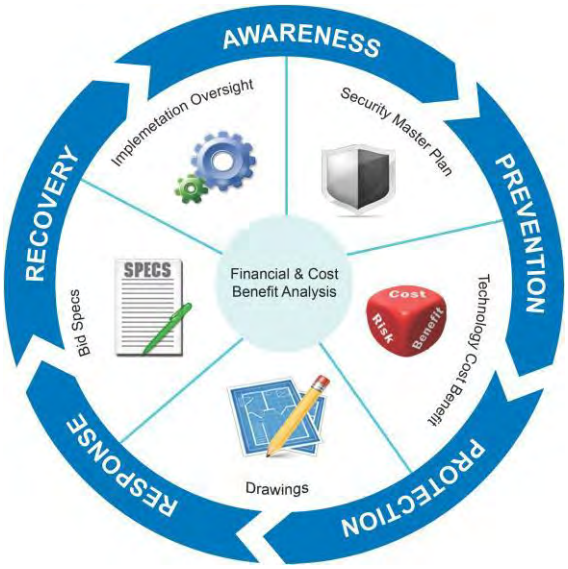
Security

Good Harbor Techmark, LLC
17 Accord Park Drive, Suite 201
Norwell, MA 02061
(781) 871-6555

Good Harbor Techmark, LLC

Good Harbor Techmark is a registered small business that is the product of a rich history created by Good Harbor Consulting, LLC (Good Harbor) and Techmark Security Integration, Inc. (Techmark).

In 2002, Richard Clarke, Roger Cressey, and John Tritak, all of whom served in senior National Security advisory positions at the White House, founded Good Harbor as a boutique security and risk management consultancy. The firm leveraged its National Security and broader security expertise to build a strategic consulting practice to give clients a more informed understanding of risk management.



The Good Harbor Team provides effective consulting services to increase organizational resiliency.

Techmark, located in Norwell, MA was founded as an independent security design and engineering services company. For over 20 years, the organization grew to become a premier leader in designing and implementing exclusive security concepts to clients throughout the world. In 2009, Good Harbor acquired Techmark to create a holistic approach to organizational resiliency that emphasized the mitigation of both physical and logical threats to enterprise assets.

Due to unparalleled growth and the need to increase efficiencies, Good Harbor recently created four independently owned and operated companies consistent with the organization's core competencies. One of these entities was Good Harbor Techmark.

Today, GHT remains aligned with the other three entities and shares the fundamental mission of providing a unique approach to organizational resiliency, but remains independent from the unified corporate structure.

Over the past decade, the Good Harbor Team (GHT) has carefully recruited and built partnerships with experts from the public and private sectors, enabling the firm to offer a unique combination of expertise in critical infrastructure protection, emergency management, and physical security design to provide strategic advice and counsel to our clients.

Matthew Allain, AIA, NCARB, CSL
Good Harbor Techmark, LLC
Director, Design & Engineering

Education

Masters of Architecture, Boston Architectural College, USA – 2006 *Class Valedictorian*

Bachelors of Science in Architecture, The Catholic University of America, USA

Key Skills and Expertise

Architectural Design

Electronic Physical Security Engineering

Regulatory Compliance

Cost Estimating & Bid Review

Document & Consultant Coordination

Security System Design, Engineering & Commissioning

Security Planning & Analysis

Affiliations, Memberships & Qualifications

Member of the American Institute of Architects, MA License 50748

NCARB Certificate

Member of the Boston Society of Architects

Massachusetts

Matthew Allain is a Director at Good Harbor Techmark, LLC. specializing in the engineering of physical security systems, including access control, video management, communication and perimeter intrusion detection systems, as well as the design of security operation centers, security control rooms and sensitive compartmented information facilities (SCIF). Mr. Allain is responsible for design coordination, addressing architectural, code and regulatory issues as well as providing security technical specifications, cost estimating and implementation oversight. Mr. Allain is a Registered Architect, Member of the American Institute of Architects and licensed Massachusetts Construction Supervisor.

Relevant Project Experience – Education

William M. Davies Career and Technical High School - Lincoln, RI

Mr. Allain assisted in the bid review, security integrator selection and construction administration to procure and install a video assessment and recording system for the high school consisting of 29 CCTV fixed and PTZ exterior cameras.

Irwin Jacobs Elementary (Hannigan School), New Bedford, MA

Mr. Allain was the lead security consultant who provided an assessment of the existing school, which was deemed inadequate and ultimately demolished, and developed the physical security requirements, electronic security system design and specifications, including access control, video surveillance, video intercom and intrusion detection, for the New Bedford Public School District through Turowski2 Architecture, Inc.

Holyoke Public Schools, Holyoke, MA

Mr. Allain assisted in the assessments of the city's security, IT, and life safety infrastructure in regards to the City's school district and public buildings including the development of a Security Design Memorandum and a Security Basis of Design. Assessments included 12 schools, additional city facilities, and all 26 departments within the City to identify threats, vulnerabilities, and risks associated with each facility and neighborhood. Simultaneously, a network infrastructure readiness assessment for future IT enhancements, unified security integration and enhanced 911 operating systems was conducted.

Licensed Unrestricted Construction Supervisor, License CS-098090

Certified Crown Manager

- MA License lteOeNKNLS4mBtK
- RI License 41017

AIA/Henry Adams Medal & Certificate, 2006

FEMA ICS / NIMS Independent Study Course Certifications

Revit Certification from an Autodesk® Authorized Training Center (ATC)

Worcester Public Schools, Worcester, MA
Mr. Allain assisted with the comprehensive security evaluation for 15 schools and the administration building in the District. The evaluation included a safety report of the condition and adequacy of the schools, including existing security equipment and door hardware, recommendations for equipment upgrades and written recommendations and a cost estimate for each school including modifications and upgrades.

Attleboro High School, Attleboro, MA
Mr. Allain was the lead security consultant for the design and construction administration of the new building through Kaestle Boos Associates, Inc. Support for this project included the assessment of the existing security devices and camera. Services also included electronic safety and security design and infrastructure specifications for public bidding.

City of Bristol, Bristol, CT
Mr. Allain was the lead security consultant who assisted the city in providing a comprehensive surveillance camera evaluation for 12 schools in Bristol, CT. The evaluation included a report of the condition and adequacy of the existing security equipment, recommendations for equipment upgrades and written recommendations for each school including modifications to existing layouts and mapping. With these findings and collaboration with key stakeholders, Mr. Allain and the Department of Education devised a plan with completed drawing set and specifications that was placed to bid to integrators to replace and install new cameras that would be beneficial to the City with the budget that was given for current and future expansion.

Burrell Elementary School, Foxborough, MA
Mr. Allain is supporting Burrell Elementary School for the design and construction administration of the new building. Services include electronic safety and security design and infrastructure specifications for public bidding.

Clarksburg Elementary School, Clarksburg, MA
Mr. Allain was the lead security consultant who supported the Clarksburg School project under Jones Whitsett Architects, Inc. for the feasibility study and schematic design phase. In 2017, the town of Clarksburg voted not to move forward with the work and the project was cancelled.

Islamic School of Rhode Island, West Warwick, RI
Mr. Allain assisted in the physical security audit and assessment of ISRI, a K-8 school. The assessment included assessing the school and the school's phone and intercom system and providing various options for physical security, access control, security cameras and emergency procedures. In addition to

findings and recommendations, a three-year capital improvement plan was submitted to Sr. administration members as part of a long-term fundraising effort.

Minuteman Regional Vocational High School, Lexington, MA
Mr. Allain is the lead security consultant who is supporting Minuteman High School for the design and construction administration of the new building. Support for this project included the assessment of the existing security devices and camera. Services also included electronic safety and security design and infrastructure specifications for public bidding.

Moser School, Rocky Hill, CT
Mr. Allain is the lead security consultant who provided an assessment of the existing school, and developed the physical security requirements, electronic security system design and specifications, including access control, video surveillance, video intercom and intrusion detection, for the Rocky Hill School District through Kaestle Boos Associate, Inc.

Town of Tisbury, Tisbury, MA
Mr. Allain was the lead security consultant who supported the Tisbury School project under Turowski2 Architecture, Inc. for the feasibility study and schematic design phase. In 2018, the town of Tisbury voted not to move forward with the work and the project was cancelled.

Virgin Islands Department of Education, U.S. Virgin Islands
Mr. Allain assisted in providing a comprehensive security evaluation for 15 schools in the St. Croix School District and 15 Schools in the St. Thomas/St. John School District. The evaluation included a report of the condition and adequacy of the existing security equipment, recommendations for equipment upgrades and written recommendations for each school including modifications to existing layouts and mapping. The assessment also included a review of emergency response plans and a detailed cost analysis for each associated recommendation.

Westport Fuller School, Westport, MA
Mr. Allain provided a 3rd party review of the security documents provided by the security consultant under the project team lead by Jonathan Levi Architects. Mr. Allain reviewed and provided comments and recommendations for the design development and construction document submission to the Massachusetts School Building Authority (MSBA).

Projects with Kaestle Boos Associates, Inc.

Education:
Moser School - Rocky Hill, CT (2017 - 2019)
Torrington High School - Torrington, CT (2019)
Mabelle Burrell Elementary School - Foxborough, MA (2017 - Present)
Minuteman Regional High School - Lexington, MA (2015 - 2017)
Attleboro High School - Attleboro, MA (2016 - Present)
Beverly Schools - Beverly, MA (2018 - 2019)
Diman Regional Vocational Technical High School - Fall River, MA (2020 - Present)

Public Safety:
Abington Fire Station - Abington, MA (2019 - Present)
Beverly Police Department - Beverly, MA (2018 - 2021)
Hingham Public Safety - Hingham, MA (2020 - Present)
Hyannis Fire Station - Hyannis, MA (2017 - 2019)
Middleborough Police Station - Middleborough, MA (2016 - 2018)
Windsor Fire Department and EMS - Windsor, CT (2019 - 2021)
Windsor Police Station - Windsor, CT (2018 - 2020)



Building Envelope Specialist

Salas O'Brien
206 W. Newbury Road
Bloomfield, CT 06002
(860) 286-9171

Salas O'Brien

Engineered for Impact™



We deliver learning environments that are safe, energy efficient, and engaging

Salas O'Brien is deeply experienced in engineering and technical services for public and private K-12 schools. We understand the needs for safety and security, hygiene, energy resilience and advanced technology in K-12. We have teams that specialize in STEM, maker spaces, athletic facilities, and the arts. Most of all, we understand how to work with a variety of stakeholders and deliver with quality.

Our holistic approach enables each project to be not just a structure but an environment conducive to learning and growth, and our commitment to sustainability and innovation positions schools to lead in education excellence now and in the future. We have a deep bench of experts who specialize in this education sector.

- **Engineering Design**
  We provide full-service mechanical, electrical, plumbing, structural, civil, and fire protection design, providing customized solutions for educational buildings and campuses.
- **Technology**
  Salas O'Brien's technology design team provides design for data infrastructure, security systems, and audio-video technology.
- **Safety & Security**
  Salas O'Brien collaborates with clients to design and implement customized physical security solutions that safeguard vulnerable spaces with deep experience in K-12 schools.
- **Sustainability**
  We support long-term capital decisions with energy modeling and lifecycle cost analysis of systems that reduce operating costs and enhance the end-user experience.

BUILDING ENVELOPE SERVICES

Specialists in building envelope commissioning and air tightness testing, Salas O'Brien's building envelope expertise is part of our integrated services, providing clients single source access from pre-design through post-occupancy. Our cross-disciplinary knowledge delivers finely tuned buildings that meet exacting energy, material, and climate demands.

Salas O'Brien has the knowledge, experience, and equipment to make building envelope commissioning a smooth process for your project. Our team of Building Envelope Specialists is qualified and experienced in a variety of building envelope commissioning, diagnostic, and testing services.

Top 10

2025 ENR Top 500 - Education

BUILDING ENVELOPE CONSULTING

- Building Envelope Commissioning
- Building Envelope Diagnostics and Forensics
- Building Envelope Plan & Specification Review
- Building Envelope Consulting
- Large Scale Blower Door Testing E779, E3158, E1827
- Pressure Balanced Blower Door Testing
- Roof Flood Testing D5957
- Infrared Imaging ASTM C1060, E1186
- Pressurized Fog Testing ASTM E1186
- Window Airtightness Testing ASTM E1186
- Window Water Penetration Testing ASTM E1105, AAMA 501.2
- Membrane Adhesion Testing ASTM D4541
- Mock-up Testing and Inspections
- Infrared Imaging Roofs for Trapped Water ASTM C1153

Salas O'Brien



Selected K-12 Experience | Commissioning + Building Envelope Services

RHODE ISLAND
Barrington Schools
Rogers High School

CONNECTICUT
A.I. Prince Vo-Tech High School
Amistad High School
Asian Studies at Bellizzi School
Barack H. Obama Magnet University School
Barnard Magnet School
Betsy Ross School
Birch Grove Primary School
Cheney/Bennet Academy
Choate Rosemary Hall
Clinton Avenue PreK-8 School
Dryden Elementary School
E.C. Goodwin Vo-Tech High School
East End Elementary School
East Rock Elementary School
Eli Whitney Vo-Tech I High School
Elias Brookings Elementary School
ESUMS Magnet School
Francis T. Maloney High School
Great Path Academy
Griswold Middle School
H.C. Wilcox Vo-Tech High School
Hanover High School
Henry Abbott Vo-Tech High School
Hill Regional Career High School
Howell Chaney Vo-Tech High School
Irving A. Robbins Middle School
JM Wright Vo-Tech High School
John F. Kennedy Middle School
Joseph A. DePaolo Middle School
Kingswood Oxford School
Longfellow School
M.D. Fox School
Manchester Public Schools
New Haven Academy School
North Branford High School
North Haven Middle School
Orville H. Platt High School
Region 16 Elementary School
Regional Vocational Aquaculture School
Roberto Clemente Learning Academy
Shepaug Valley High School
Tolland High School
Verplanck Elementary School
Waddell Elementary School
Westhill High School
Westside School
Wethersfield High School
Wilbur Cross High School
Windham Interdistrict Magnet School
Woodrow Wilson Middle School

MASSACHUSETTS
Agawam Junior High School
Alcott School
Amesbury Elementary School
Belmont Middle & High School
Bristol/Plymouth Regional Technical High School
Dean Technical High School
Doherty Memorial High School
Douglas and Gates School
Dryden Elementary School
E.N. White Elementary School
Elias Brookings Elementary School
Estabrook Elementary School
Greenfield High School
Holyoke Public School
J. Henry Higgins Middle School
James F. Peebles Elementary School
Mary Dryden Elementary School
Mount Greylock Regional School
Pine Grove Elementary School
Powder Mill School
Provincetown Public School
Robert Doering School
Roberta G. Doering Middle School
Sarah Gibbons Middle School
Westport Middle/High School
Woodland Elementary School
Worcester Public Schools

MAINE
Bangor Schools
Falmouth Elementary School
Jonesport Schools

NEW HAMPSHIRE
Keene Middle School
Lebanon Middle School

VERMONT
Burlington High School
Burr and Burton Academy
Long Trail School
Winooski School



Jon Haehnel CEI, BPI-BA-P & BA-T, CABS

Associate Vice President, Director of Building Envelope Services

Jon has been testing and inspecting all building types across the Northeast. His commissioning and building envelope forensics experience includes various types of educational buildings, laboratories, municipal and government buildings, manufacturing, military bases, and hospitals. Jon is coauthor of "Setting Airtightness Standards" and has presented on building envelope commissioning at the Better Buildings by Design Conference numerous times.

YEARS OF EXPERIENCE
24 Years

PROJECT ROLE
Director of Building Envelope Services

EDUCATION
Bachelor of Science, Biology, Utah State University

REGISTRATIONS
Certified EIFS Inspector (CEI)

BPI Certified Building Analyst Professional (BPI-BA-P)

BPI Certified Building Analyst Technician (BPI-BA-T

ABAA Certified Air Barrier Specialist (CABS)

OSHA 10

RECOGNITION
2024 recipient of the IIBEC Excellence in Building Envelope Consulting Award in the Commissioning category

RELEVANT EXPERIENCE

Manchester Public Schools MANCHESTER, CT

Cheney/Bennet - Comprehensive renovations to the 26,000-SF Cheney building and 5,000-SF Boiler building. A classroom and pedestrian bridge link both buildings to Bennet Academy. Minor classroom renovations, a cafeteria addition, and retro-commissioning of MEP and fire alarm systems were also included.

Waddell Elementary School - Renovations to the 66,000-SF school building and a 17,000-SF addition to create additional classrooms, special education, art, music, band, orchestra, and an expansion to the cafeteria. Renovations include demolition, exterior envelope improvements, all new MEP/FP systems.

Verplanck Elementary School - Renovations to a 51,000-SF school building and 19,000-SF addition to create 4 additional classrooms, small group, special education, art, music, band, orchestra, pupil services and an expansion to the cafeteria. Renovations include demolition, exterior envelope improvements, all new MEP/FP systems.

Berman Middle School (formerly Woodrow Wilson) MIDDLETOWN, CT

Commissioning and Building Envelope services for the new 150,000-SF school which has the capacity for 650 students, grades 6 through 8. The building meets CT High Performance Building Standards. In addition to classrooms, the school also has an innovation lab, auditorium, and gym.

Regional School District 12, Shepaug Valley High School WASHINGTON, CT

Building envelope and commissioning services for renovations to a science wing and addition of a new Agriscience STEM Center totaling approximately 52,500 SF. The STEM center includes classrooms, labs, storage, outbuildings, animal growing rooms, offices, meeting rooms, and riding/demonstration areas. Designed and constructed to CT High Performance Building Standards.

Barack H. Obama Magnet University School NEW HAVEN, CT

Commissioning and Building Envelope services for the construction of an approximately 62,000-SF school. The school (formerly 21st Century Strong) accomodatesr 490 students from Pre-K through 4th grade. It will be used by Southern Connecticut State University's School of Education as a "laboratory school" preparing students to become elementary school teachers.



Tim Kendzia

Building Envelope Commissioning Provider

Tim provides oversight and execution of building enclosure testing, including window systems, whole-building air tightness testing, infrared thermography, and related evaluations, while monitoring installation through field inspections to safeguard quality and performance from start to finish. Through active participation in construction meetings and close collaboration with contractors and specialists, he brings a practical, systems-based approach that delivers measurable project value and high client satisfaction.

YEARS OF EXPERIENCE

10 Years

PROJECT ROLE

Building Envelope Commissioning Provider

EDUCATION

American Public University, Master of Science, Environmental Policy and Management

American Public University, Bachelor of Science, Environmental Science

RECOGNITION

Chapter President, National Association of Environmental Professionals

RELEVANT EXPERIENCE

Madison Elementary School MADISON, CT

Building envelope services for a new elementary school to house approximately 640 students in pre-kindergarten through grade 5. The 75,000-SF facility is being constructed on property recently purchased by the Town and includes demolition of an existing school and site restoration. The project is taking into consideration incorporating the most advanced technologies in sustainability, energy, and water conservation, and other design characteristics that reduce greenhouse gas emission.

North Branford High School NORTH BRANFORD, CT

Building envelope services for the high school. The project included the demolition of the existing school in its entirety, replacing it with a new 108,750 SF building. The first phase included a three-story building housing academic spaces, science rooms, offices, a kitchen and cafeteria. The second phase includes a two-story building that will house additional academic spaces, art classrooms, a gymnasium, locker rooms, and additional support spaces.

Regional School District 13, Middlefield Memorial School MIDDLEFIELD, CT

Building envelope services for the $76 million expansion and renovation of the existing 50,580-SF elementary school originally constructed in 1954 with subsequent additions, to support a PreK–Grade 5 program and consolidate students from two other district schools. The project adds approximately 54,360 square feet for a total of 101,135 square feet.

Fort River Elementary School AMHERST, MA

Building Envelope services including air tightness testing for the new 105,750-SF Fort River Elementary School. The sustainable design components of the project include geothermal and photovoltaic elements sufficient for net-zero operation. The project is working toward LEED Gold certification.

Rockingham County Municipal Complex BELLOWS FALLS, VT

Building envelope commissioning services for a new 110,000 SF municipal complex that will house the county Sheriff's Department and Dispatch Headquarters, Department of Community Corrections, County Attorney's office, and Registry of Deeds. The project also includes 131-seat multi-use auditorium.

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Hardware

Assa Abloy
110 Sargent Drive
New Haven, CT 06511
(800) 377-3948

Consulting Objective

Provide solutions for Door Hardware, Hollow Metal Doors/Frames and Wood Doors that bring together the ***Form*** set out by the Design Team with the ***Function*** required by your Client AND meet the ***Demands*** of building codes, manufacturer warranties and systems integration -- through assembly of complete and concise specifications.

Professional Profile

I have gained extensive product application knowledge and intimate insight into the requirements of many market segments through 50+ years of working experience in this Industry, with multiple contract hardware distributors & product manufacturer.

Work History

1972-1983	Atlantic Hardware & Supply Corp	New York, NY
1983-1992	Hillsberg & Gough, Inc.	New York, NY
1993-1997	Superior Hardware	Farmingdale, NY
1998-2004	ESSEX Industries	New Haven, CT
2004-2006	Door Security Solutions of Metro NY	Hackensack, NJ
2006-Present	ASSA ABLOY Door Security Solutions	New Haven, CT

Areas of Work Experience

- Specification Writing & Shop Drawing Review
- Project Management & Coordination
- Component Detailing & Conflict Resolution
- Code & Warranty Conformity
- Submittal Development & Preparation (CAD drawings & schedules)
- Sales & Estimating
- Branch Manager (Superior Hardware)
- Territory Manger (ESSEX Industries)

Areas of Support

- Door Hardware | Hollow Metal Doors & Frames
- Standards: SDI 100 – Steel Door Institute
- IBC – International Building Code
- NFPA 80 – Fire Doors & Windows
- NFPA 101 – Life Safety
- ANSI 117.1 – Accessibility (ADA)
- Electro-Mechanical Hardware Integration with Security and Life-Safety Systems
- Shop Drawing Review
- Site Surveys
- Product & Code Compliance
- AIA accredited CES Course Presentations

Associations

- Door & Hardware Institute (DHI) -- AHC Certification
- Construction Specifications Institute (CSI) – Current Metro NY Chapter Treasurer

5 QUALIFICATIONS & WORK PLAN

At KBA, our mission is to provide innovative design solutions that successfully address the unique goals of each individual client. Our team fosters a highly collaborative environment throughout the design process in order to establish a client-focused experience resulting in projects that positively impact its users, enhance student development, and become a source of school and community pride.

PROJECT UNDERSTANDING

Our firm understands that the City seeks comprehensive professional design services to support the expansion, renovation, and reconfiguration of the Roberto Clemente International Dual Language School campus. This project involves the adaptive reuse of the existing convent building to serve grades 7 & 8 and its seamless integration with the current elementary school structure. The City's vision is to unify elementary and middle school grade levels on a single, modernized campus that meets current educational, safety, and accessibility standards, while providing secure, code-compliant, and educationally appropriate environments for both students and staff.

The International Dual Language School serves a growing population of students from Pre-K through Grade 8 through a 50/50 dual language immersion model designed to develop full bilingualism and biliteracy in English and Spanish. Drawing students from neighborhoods across Waterbury, the program reflects the City's rich linguistic and cultural diversity while fostering a strong student, and family-centered community. Through this immersive educational approach, the school aims to inspire high levels of academic achievement while building cross-cultural understanding.

The Roberto Clemente campus comprises three key components: the existing elementary school building, the adjacent convent building slated for renovation and re-purposing, and the supporting site infrastructure, parking, and utility systems. Our team recognizes the importance of creating a cohesive and functional campus that not only honors the legacy of the existing structures but also addresses the evolving needs of a 21st-century educational environment for your students. We are committed to delivering design solutions that will facilitate the City's goals and ensure a vibrant, inclusive, and future-ready school community.

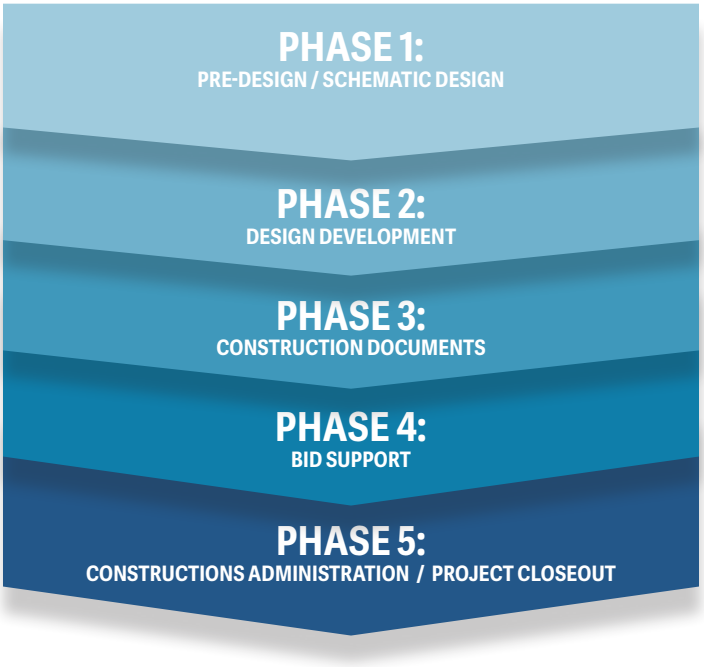


The following priorities will be addressed throughout the design and construction process:

- ☑ Design and build flexible, state-of-the-art learning environments that promote interdisciplinary instruction, collaboration, and dual-language-based education.
- ☑ Maximize natural daylight and integrate the latest technology in classrooms.
- ☑ Apply universal design principles to ensure accessibility and address the social-emotional needs of all students.
- ☑ Implement site improvements such as environmental remediation, play areas, parking, and safe pedestrian paths.
- ☑ Create a welcoming, secure, and inclusive campus that serves both the school and broader community, while maintaining compatibility with the surrounding neighborhood.

PROJECT APPROACH

KBA employs a collaborative, client-focused approach to ensure the success of the addition and renovation project. Drawing on our extensive experience with educational facilities, we guide the project through each phase with a commitment to design excellence, efficiency, and stakeholder engagement. We have allocated the services to the following phases:



PHASE 1

PRE DESIGN / SCHEMATIC DESIGN

Programming & Feasibility: We begin by engaging with school leadership and user groups to assess needs, establish project goals, and evaluate the existing gym space for conversion. This phase involves site analysis, code review, and feasibility studies to ensure the project's viability and alignment with the school's vision.

Programming and existing conditions assessment will begin with a collaborative review of the educational program requirements for both the elementary and middle school uses. Through a series of meetings and interviews led by Kate Jessup, AIA, our in-house Educational Planner, we will work closely with the City and school stakeholders to review, refine, and prioritize the educational program and associated support services. This process ensures that the educational vision and goals remain central to all planning and design decisions. Our Accredited Learning Environment Planners (ALEPs) guide the team in aligning the facility with contemporary educational pedagogy, supporting flexible learning environments while also prioritizing safety, security, and the social-emotional well-being of students through thoughtful space planning.

In parallel, our team will conduct a comprehensive evaluation of existing conditions across the campus. This assessment will include the elementary school building and convent building, as well as structural systems, roofs, windows, building envelope, HVAC, plumbing, electrical, and fire protection systems. We will also review site conditions, including parking, utilities, and circulation. The evaluation will identify deficiencies, deferred maintenance issues, and code compliance gaps, while confirming the suitability of the convent building for middle school occupancy. These findings will inform the programming and design process, helping to establish priorities, identify opportunities for improvement, and ensure that the proposed solution supports a healthy, inclusive, and high-performing learning environment.



Schematic Design: Building on the programming outcomes, we develop schematic options that creatively address the functional requirements for the new gymnasium, circulation, and any necessary support spaces. We present these options for review and incorporate feedback from all stakeholders.

We aim to maximize the program capacity, taking advantage of interior and exterior elements to create an efficient design that can be used to further support your unique program needs. Each following design phase incorporates comments from a review of the previous design phase, adds further refinement of the design solution, and ends with a submission that includes an opinion of probable costs from our cost estimating partner O&G.

The design options will be explored and measured against the project's goals, budget, site constraints, and community feedback.



PHASE 2

DESIGN DEVELOPMENT

Our team refines the selected schematic design, integrating structural, mechanical, electrical, plumbing, and fire protection systems. We coordinate with consultants to resolve technical challenges and ensure that the design supports both the educational mission and operational needs of the school.

- Schematic design reviewed and refined
- Site testing and evaluation is completed
- The project gets defined with general building materials selected, mechanical, electrical, plumbing, and structural systems set, and the integration with communications and data technology
- Plans and required drawings are submitted to the City and regulatory boards for approval
- The design development specification is issued and reviewed
- The design development phase cost estimate is established and refined continuously, to maintain budget alignment
- Design development package is approved by the City

PHASE 3

CONSTRUCTION DOCUMENTS

We prepare comprehensive drawings and specifications that clearly communicate the design intent to contractors. Our documents emphasize constructability, code compliance, and cost control, minimizing risk and enabling a smooth construction process.

- KBA will complete a comprehensive, detailed set of construction documents with final cost estimates and construction schedule. These include plans, drawings needed for bidding including but not limited to bid drawings, specifications, special conditions, general conditions, technical specifications, and divisions of labor
- 90% completed Construction Documents are submitted and cost estimates is established prior to bidding
- Final Construction Documents (plans and specifications) are approved prior to bidding

PHASE 4

BID SUPPORT

KBA will assist the City with the bidding process, conducting pre-bid conferences as well as creating and issuing any addenda to the project specifications which may be necessary. We will then review the bid proposals and offer recommendations. Our goal is to ensure fair competition and the selection of qualified contractors who share our commitment to quality.



Barrington Middle School

PHASE 5

CONSTRUCTION ADMINISTRATION & PROJECT CLOSEOUT

Construction Administration

KBA is particularly proud of our reputation for providing exceptional service during construction. All members of our team have extensive experience administering public construction and will assist with providing construction administration services. We will work to confirm that the renovation of the middle school, the addition of the gym and main entrance are in conformance with the intent of the Construction Documents.

KBA and members of the design team will provide Construction Administration services including:

- Site visits to review conformance with the intent of the Construction Documents
- Attendance at project meetings
- Answer any request for information
- Review and approve all project submittals and shop drawings and provide change orders if necessary
- Review requested change orders
- Resolution of conflicts
- Prepare written punch lists, certificates of completion and other necessary construction closeout documents
- Issue Certificate of Completion
- Assist with preparing a set of reproducible record prints showing significant changes in work made during construction

Our construction administration services help to provide a no-nonsense atmosphere, accelerate communications, and will ultimately result in the successful completion of your extension/alterations project at Roberto Clemente International Dual Language School.

Project Closeout Services

Closeout procedures begin far in advance of Substantial Completion and must occur for each trade contractor. Upon completion of the extensions/renovations, KBA will review all warranty documents and "as-built" plans and manuals to ensure compliance with the construction contract documents. We verify the completion of punch list items, confirm contractors' compliance with staff training requirements, and authorize the final payment to the contractor. We remain involved for post-occupancy support to ensure the renovated space meets the school's expectations. to see that the project closeout occurs in a timely manner.

This phased approach allows for transparent communication, proactive problem-solving, and a final product that enhances the school environment for students and staff.

UNDERSTANDING RENOVATION COMPLEXITY

Renovating and adaptive re-use of buildings presents unique challenges absent in new construction. These include working within existing spatial and structural constraints, uncovering unforeseen conditions, navigating phased implementation, and managing hazardous material abatement. KBA draws on deep expertise in educational renovations, successfully guiding districts through these complexities while maintaining safety and educational continuity.



Anna Reynolds Elementary School

Renovating a convent into a school requires comprehensive modernization to meet today's educational standards, building codes, and community expectations. Key upgrades may include updating HVAC, plumbing, and electrical systems, enhancing accessibility, strengthening structural elements, and installing modern safety features. Projects often focus on LEED certification or sustainable, energy-efficient designs to create healthy learning environments.

A thorough assessment informs all design decisions and reduces the risk of unforeseen conditions during the renovation. KBA will leverage completed feasibility studies and collaborate with City of Waterbury stakeholders to provide thoughtful, detail-driven renovation solutions that meet the district's goals and deliver lasting value for students and the community.

DESIGNING INNOVATIVE SPACES FOR MIDDLE SCHOOL TEACHING & LEARNING

When designing a forward thinking middle school facility, spaces must reflect the needs of both students and faculty. The classrooms, common spaces and active areas need to engage and relate to the middle schoolers' minds. By designing a school with "the teenagers view" of their environment in mind and where there are active, stimulating places where people can talk and share, quiet places for downtime and space for movement is planned for, the building will encourage connection and curiosity while being inclusive, accessible and safe for every student.

GYMNASIUM DESIGN

The new gymnasium addition for the renovated K-8 school is designed to provide a modern, versatile space for school, athletic and community activities. Located outside the main elementary school building but seamlessly connected to both facilities, the gym will feature high-quality athletic flooring, advanced lighting systems, and essential support spaces such as locker rooms and restrooms. This thoughtful integration ensures accessibility and functionality for students across all grade levels, while fostering a welcoming environment for physical education and extracurricular events

CONNECTICUT OGA EXPERIENCE AND REGULATORY EXPERTISE

KBA brings extensive experience navigating Connecticut's school construction grant process under C.G.S. 10-287. The firm has successfully delivered multiple Connecticut K-12 projects through the OGA process, including Norwalk High School (new facility), Middle School of Plainville (addition/renovation), Henry James Memorial School in Simsbury (phased renovations), and numerous other Connecticut educational facilities. This experience ensures that KBA understands OGA requirements for educational specifications, milestone submissions, cost estimating and reconciliation, design reviews and approvals, permitting coordination, and project closeout documentation.

KNOWLEDGE OF LOCAL, STATE, AND FEDERAL LAWS

With more than a dozen educational facility projects completed in the past five years, KBA brings extensive knowledge of local, state, and federal laws governing public construction. Our team is well-versed in the building and fire codes, ADA accessibility standards, and other regulatory requirements that shape the design and execution of school facilities.

This expertise is woven into every stage of our work, from initial planning through construction administration, ensuring full compliance while promoting design innovation and efficiency. Project Manager Scott Mangiagli, AIA, brings particular expertise in interpreting and applying building and life-safety codes, as well as the health and environmental standards specific to educational environments.

By integrating this comprehensive regulatory knowledge into our design process, KBA consistently delivers projects that meet the highest standards for safety, accessibility, and performance while aligning with all applicable state and federal requirements

CASE STUDY: ILLUMINAR FIRST SCHOOL — Cranston, RI

Adaptive Re-use / Addition | 208,000 SF | $15.9 Million | Completion: 2025

KBA partnered with Achievement First to transform an existing facility into a cohesive, high-performing combined K-8 campus that supports students from early elementary through middle school in a unified, purpose-built environment.

Originally constructed as a private technical college, the building was thoughtfully re-imagined to meet the academic, developmental, and enrichment needs of a fully enrolled elementary and middle school program. The project includes comprehensive third-floor renovations to accommodate the complete middle school, alongside enhancements that support the growing elementary population occupying other areas of the building.

A new 17,000 SF, two-story addition anchors the campus transformation, featuring a 9,000 SF high school-level competition gymnasium with associated support spaces, dedicated physical enrichment areas, storage, and mechanical infrastructure. Site improvements further strengthen the campus experience with full-size multi-sport fields and age-appropriate exterior play spaces, creating a dynamic setting for athletics, recreation, and community engagement.



The project was designed to comply with Northeast CHPS standards and current energy codes, reinforcing a commitment to sustainability, operational efficiency, and long-term value.

The result is a vibrant, integrated K-8 campus that supports academic excellence, physical development, and a strong sense of school community.

GREEN / SUSTAINABLE DESIGN

Green, sustainable design and long-term operational efficiency are central to KBA's culture and will guide the Roberto Clemente School. Our collaborative, high-performance approach brings together the full design team and stakeholders to evaluate the Connecticut High Performance Building requirements, while exploring the most feasible and cost-effective strategies for the project, including the potential for net-zero energy. We have extensive experience delivering projects aligned with NE-CHPS and LEED for Schools standards.

Using an integrative design process supported by energy modeling and life-cycle cost analysis, we evaluate sustainable strategies such as solar orientation, enhanced building envelope performance, daylighting, durable low-maintenance materials, and low- or no-VOC fixtures and finishes. Each initiative is carefully assessed for energy performance, site constraints, budget alignment, and long-term value to ensure the right solutions for the City of Waterbury.

Some recent examples of our sustainable design include the following projects.

Moser School - Rocky Hill, CT

- **Meets CT High Performance Guidelines**
- Reduced potable water by minimum 30%
- Use of 10% each recycled content and local materials
- Minimum 75% of construction debris was recycled or salvaged
- Low-flow fixtures reduce water use by 30%
- Low or no VOC fixtures and furniture
- Storm water management plan reducing run-off by 25%

Smalley Elementary School - New Britain, CT

- **Meets CT High Performance Guidelines**
- Energy performance is minimum 24.5% better than code
- Reduced potable water by minimum 30%
- Use of 10% each recycled content and local materials
- Minimum 75% of construction debris was recycled or salvaged

BUDGET MANAGEMENT AND FINANCIAL STEWARDSHIP

KBA recognizes that Waterbury's total project investment represents a tremendous community commitment. The firm's approach to financial stewardship includes:

- **Continuous Cost Estimating:** KBA's consultants provide professional construction estimates in accordance with C.G.S. 10-287c-21 requirements throughout every design phase. This allows early identification of budget pressures and enables proactive adjustments.
- **Proactive Value Management:** Rather than waiting until bids exceed the budget, KBA incorporates value management throughout the design process, evaluating alternative materials, systems, and approaches that maintain design intent while optimizing cost.
- **Life-Cycle Cost Analysis:** Beyond initial construction costs, KBA evaluates long-term operational expenses to ensure the facility remains affordable over its 50+-year lifespan.
- **Maximizing State Reimbursement:** KBA leverages Connecticut OGA guidelines to maximize reimbursable square footage. Jennifer Mangiagli, RA, LEED AP BD+C, serves as KBA's in-house OGA specialist, expertly navigating the State submission process to ensure accuracy and compliance at every stage.

SAFETY AND SECURITY

Student and staff safety is foundational to KBA's design approach. The team integrates multiple layers of security while maintaining a welcoming, open environment:

- **Connecticut's School Safety Infrastructure Council (SSIC)**
  The concept design will adhere to the Connecticut School Safety Infrastructure Council's (SSIC) best practice recommendations, which guide site planning and building design. These state-adopted principles support secure access control, clear visibility to entrances and corridors, strategic landscaping, elimination of blind corners or secluded spaces, and development of well-lit, open areas that facilitate natural supervision and rapid response by staff.
- **Layered Security Systems**
  Electronic security systems, including access control, video surveillance, intrusion detection, and emergency communication, will be fully integrated throughout the facility. The main office may feature a secure vestibule with ballistic-resistant transparent walls, allowing administrative staff to control the main entrance, while maintaining clear visibility.

HEALTHY BUILDING DESIGN

Beyond physical security, KBA prioritizes occupant health and well-being through design. We will integrate these strategies to ensure the highest standards of healthy building practices are achieved throughout the project:

- **Indoor Air Quality:** Mechanical systems provide fresh air and proper air exchange, often incorporating DOAS with ERV that enhance air quality while maintaining efficiency
- **Lighting and Daylighting:** Soft color, dimmable LED lighting with room-darkening shades; designs maximize natural light through strategic window placement and classroom orientation
- **Acoustic Comfort:** Acoustical insulation for soundproofing between spaces with proper treatments in music, performing arts, and large gathering spaces
- **Thermal Comfort:** Climate-controlled environments with efficient HVAC systems
- **Ergonomics and Flexibility:** Age-appropriate, flexible furniture supporting varied instructional arrangements
- **Biophilia and Outdoor Learning:** Integration of outdoor learning spaces adjacent to classrooms, science labs, and special education areas
- **Safe Materials:** Durable, safe flooring materials and finishes promoting healthy indoor environments

COMMUNITY ENGAGEMENT STRATEGY

Effective community engagement is essential to project success. KBA's strategic outreach approach creates transparent communication channels:

- **Educational Workshops and Visioning Sessions:** Collaborative workshops engage students, parents, educators, administrators, and community members in defining project goals and exploring design options
- **Public Forums and Community Meetings:** KBA assists the City with presentations to the Board of Education, City leadership, key stakeholders, civic organizations, and the broader public, using visual communication tools including renderings, models, videos, and detailed graphics
- **Ongoing Communication: Strategic outreach plans utilize multiple channels:** Project websites, social media, postcards, handouts, posters, press releases, local television, and newspapers

KBA's transparent approach has achieved over 95% success rates in securing community support for public projects in comparable communities.

QUALITY CONTROL / QUALITY ASSURANCE

Quality assurance begins on day one and is a way of life at KBA. We hold regular coordination meetings with our consultants through all phases of the project. All consultants share access to a "live" three-dimensional Revit 3-D building model, so all are instantly aware of design updates, keeping the entire project team aware of each discipline's progress. As the design develops, updates to the design can be made immediately during live discussions, with multiple parties commenting on constructability and value management. This setting facilitates creative solutions and timely decisions from the entire project team working together efficiently and collaboratively.

At the end of each design phase, an independent peer review is conducted by a staff architect, not associated with the project, to provide an objective opinion on the thoroughness of the documents. Additionally, all documents are reviewed at the principal level before the project goes to bid. Fewer changes to construction documents result in fewer change orders, which helps keep the project on schedule and on budget.

COST EFFECTIVE DESIGN

The KBA team listens to your needs. We continuously challenge ourselves to develop creative, cost effective design solutions and dynamic environments that excite and inspire students and staff to immersive themselves in learning. We will collaborate with the City throughout the entire process to ensure all expectations are met prior to a shovel ever piercing the ground. Because of this approach, the following recent projects are an example of those completed on time and on budget:

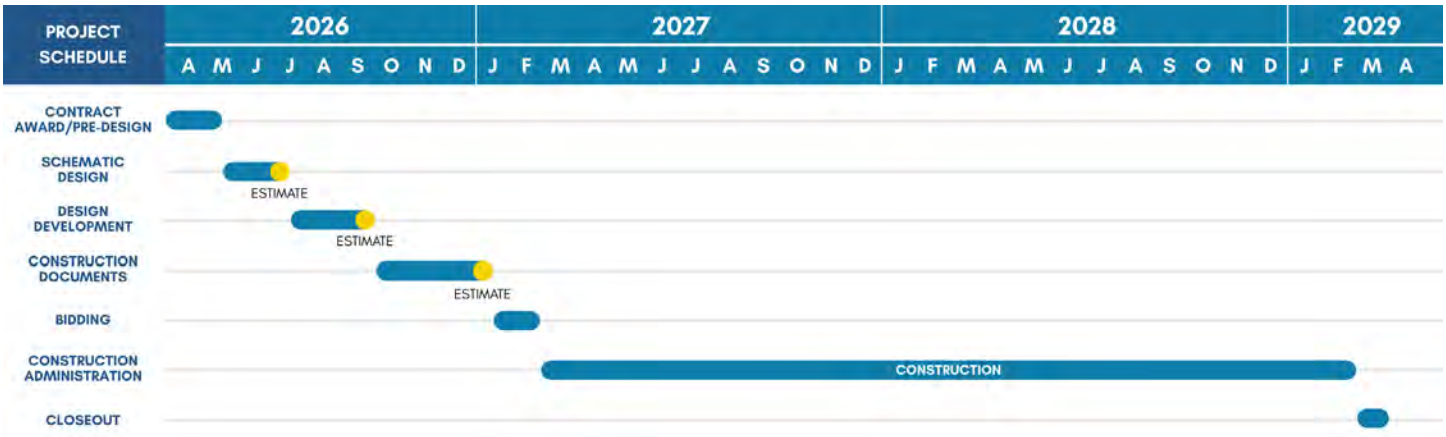
Moser School, Rocky Hill, CT
79,000 SF
Construction Cost: $31,000,000
Design Change Orders: <.01%

Naugatuck High School, Naugatuck, CT
342,021 SF
Construction Cost: $68,898,619
Design Change Orders: 0.0%
Bids received over $3,000,000 below estimate

Milestone construction cost estimates are developed throughout the design process, typically at the end of each design phase. As each estimate is developed, the entire team will review the total budget and if estimates exceed the budget, they will develop strategies to reduce costs. The project will not be permitted to proceed to the next phase without a resolution of the budget.

PROPOSED PRELIMINARY SCHEDULE*

*pending review and comment by Owner



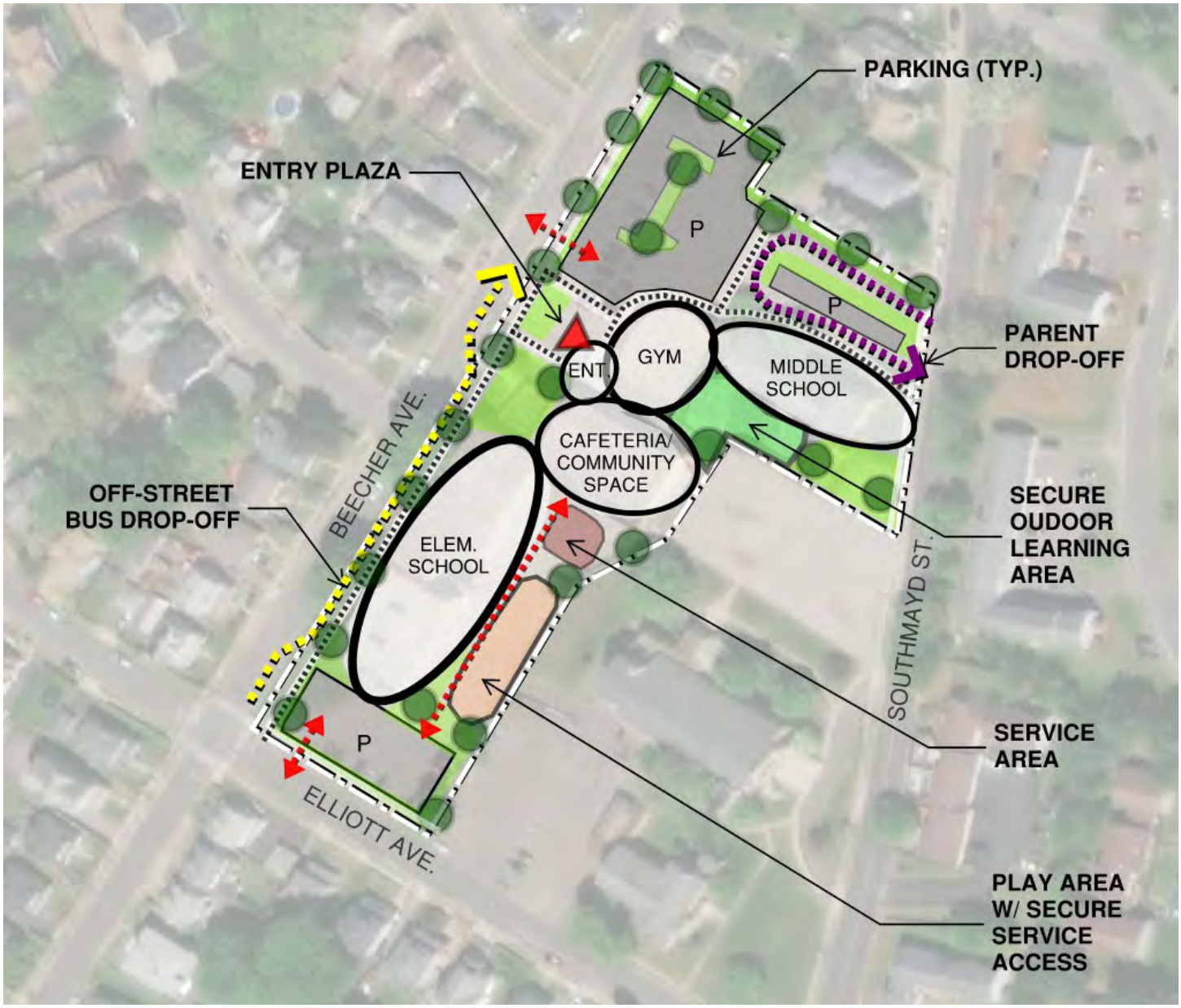
We are proud to state we have achieved all our scheduling goals, and we look forward to doing the same for you. We have weekly scheduling and coordination meetings to adjust staffing levels, if necessary, to meet all deadlines. Our extensive educational facility experience provides us the distinct advantage of recognizing potential issues and proactively seeking solutions to keep a project on schedule. Our team has the staff ready and available to begin this project immediately, and the capacity to meet your preferred timeline.

SERVICES EXPECTED OF THE CITY

As partners with the City on this important project, KBA's design team will collaborate closely on every aspect. KBA expects the following from the City of Waterbury:

- Existing Drawings / Digital Scanning
- Previous Reports
- Materials Testing / Special Inspections
- Traffic Studies
- CM Services if required
- OPM Services if required
- Clerk of the Works if Required
- Third Party Code Review for DAS
- Threshold Review
- Commissioning

Our dynamic and dedicated team is committed to excellence and looks forward to partnering with the City of Waterbury to make the Roberto Clemente International Dual Language School project a priority throughout every phase of design and construction, resulting in a vibrant and supportive school where students can learn, grow, and thrive.



The initial concept diagram for the PreK-8 unified campus proposal illustrates a thoughtfully organized environment designed to support students at every stage of their development. The layout highlights distinct learning zones for different age groups, each closely linked to shared resources, a secure and welcoming main entry plaza, and community amenities. This arrangement not only prioritizes safety and collaboration but also ensures flexibility, enabling the campus to adapt and grow alongside the district's evolving needs. The cohesive structure encourages interaction while maintaining clear boundaries, fostering an atmosphere that nurtures both academic and social growth.

A school construction project provides an opportunity to ensure appropriate relationships and adjacencies to facilitate 21st century education. KBA's approach ensures that planners and design team members understand the pedagogical approach to your school and can provide low cost changes of use in existing spaces. The needs of today's students for social emotional and intervention services has evolved and proximity to spaces to serve these spaces from the classroom environment can maximize engagement and inclusion.

At the Roberto Clemente International Dual Language School, attention to language and culture is paramount to serving the students. KBA's commitment to understanding the pedagogical approach as well as the unique needs of this student body will provide insight into these strategic relationships of spaces.

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6 SUPPLEMENTAL INFORMATION

FAILURE TO COMPLETE WORK, DEFAULT, AND LITIGATION

1. **Have you ever failed to complete any work awarded to you? If so, where and why?**
   No

2. **Have you ever defaulted on a contract? If so, where and why?**
   No

3. **Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.**
   Yes

   Please see response to Question 5 below.

4. **Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.**
   No

5. **Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.**
   Yes

   Kaestle Boos Associates, Inc. (the "Company") is involved in various legal actions in the normal course of its activities. Although the ultimate outcome of any particular matter is not determinable at this time, after taking into consideration advice of legal counsel, the Company believes that the resolution of these pending matters will not have a material adverse effect, individually or in the aggregate, upon the operations of the Company, or affect our organizations ability to perform this agreement.

   Past claims under professional liability insurance are confidential. If requested, the Company could provide a professional liability litigation history summary to the Owner at the time that contract negotiations commence.

6. **During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.**
   No

7. **Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?**
   No

EXCEPTIONS AND ALTERNATIVES

Kaestle Boos Associates, Inc. has no exceptions or alternatives to any requirement in the RFP.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Smith Brothers Insurance, LLC 68 National Drive Glastonbury, CT 06033	PHONE (A/C, No, Ext): (860) 652-3235	FAX (A/C, No): (860) 652-3236
	E-MAIL ADDRESS: GeneralMailbox@SmithBrothersUSA.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Company	30104
INSURER B : Nutmeg Insurance Company	39608
INSURER C : Hartford Ins Group - DBC	00914
INSURER D : XL Specialty Insurance Co	37885
INSURER E :	
INSURER F :	

INSURED

Kaestle Boos Associates, Inc.
416 Slater Road
New Britain, CT 06053

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			02SBWBK9LM7	10/15/2025	10/15/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Valuable Papers	$ 500,000
B	AUTOMOBILE LIABILITY			02UEGBD7643	10/15/2025	10/15/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			02SBWBK9LM7	10/15/2025	10/15/2026	EACH OCCURRENCE	$ 9,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 9,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			02WEGBK9LTG	10/15/2025	10/15/2026	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab.			DPR5052898	1/25/2026	1/25/2027	Each Claim	5,000,000
D	Retro Date 1/25/1966			DPR5052898	1/25/2026	1/25/2027	Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED. THIS LIMIT WILL BE REDUCED BY PAYMENTS OF CLAIMS AND EXPENSES. THIS INSURANCE IS NOT FOR A SPECIFIC PROJECT. 30 DAY NOTICE OF CANCELLATION APPLIES AS PER POLICY FORMS.

CERTIFICATE HOLDER

For Proposal

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2026)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City [X]

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2026)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City [X]

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2026)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in Person or Entity Conducting Business with the City)

No Officials, Employees or Board and Commission Members with Financial Interest [X]

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:
Self [ ] Spouse [ ] Joint [ ] Child [ ]

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:
Self [ ] Spouse [ ] Joint [ ] Child [ ]

FILL IN AND RETURN WITH YOUR SUBMISSION

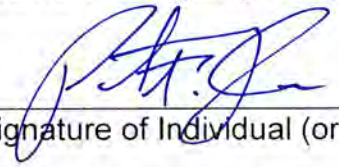
1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Kaestle Boos Associates, Inc.
(Name of Company, if applicable)



Signature of Individual (or Authorized Signatory)

3/9/2026
Date

Paul Dominov, AIA | Principal
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☒

FILL IN AND RETURN WITH YOUR SUBMISSION

City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal , State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.

(2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient Vendor, or Contractor: Kaestle Boos Associates, Inc.
416 Slater Road
New Britain, CT 06053

Print Name and Title of Authorized Representative: Paul Dominick, AIA | Principal

Signature of Authorized Representative:

Date: 3/9/2026

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Connecticut

SS.:_____

County of Hartford

Paul Dominov _____, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** Principal of Kaestle Boos Associates, Inc. (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

____ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

_X_ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

_X_ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

__X__ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized): see attached for additional names

	Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	Paul Dominov	Principal-in-Charge	Kaestle Boos Associates, Inc.	Architect	6/25/1967
2	Scott Mangiagle	Project Manager	KaestleBoos Associates, Inc.	Architect	6/5/1970
3	Lance Green	Project Architect	Kaestle Boos Associates, Inc.	Architect	12/6/1990
4	Eric Roise	Landscape Architect	Kaestle Boos Associates, Inc.	Landscape	4/9/1965

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized): NONE

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) : NONE

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	DOB	Stock %
1	Brian Solywoda	President | CEO	2/24/1959	ESOP
2	Nicole Green	Vice President. Secretary	10/2/1979	ESOP
3	Paul Dominov	Vice President	6/25/1967	ESOP
4	Todd Costa	Vice President	2/25/1976	ESOP

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized): NONE

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none: NONE

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1		
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

4. con't

List of names of persons affiliated with the business of the Contractor.

	Name	Title	Affiliated Company	Service	DOB
5.	Seunghwan Lee	Project Designer	Kaestle Boos Associates, Inc.	Architect	10/24/1973
6.	Danielle Moore	Interior Designer	Kaestle Boos Associates, Inc.	FF&E	7/25/1988
7.	Kate Jessup	Ed Planner	Kaestle Boos Associates, Inc.	Architect	1/22/1983
8.	Jennifer Mangiagli	OGA Specialist	Kaestle Boos Associates, Inc.	Architect	7/8/1975

Signature: _____ Date: 3/11/2026

Notary

State of Connecticut)

) SS

County of Hartford)

Paul Dominov being duly sworn,

deposes and says that he/she is Principal of Kaestle Boos Associates, Inc. and

that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 11th day of March 2026.

_____

(Notary Public) Jill Farina

My Commission Expires: 12-31-2028

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

By: _____
Name of General Partner/ Sole Proprietor

_____
Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

Deposes and says that he/she is _____ of _____ and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this _____ day of _____ 202_.

_____
(Notary Public)

My Commission Expires: _____

For Corporation

_____
Witness

Paul Dominov
Name of Corporate Signatory

416 Slater Road, New Britain, CT 06053
Address of Business

Affix
Corporate
Seal

By: Nicole Green
Name of Authorized Corporate Officer

Its: Vice President/Principal
Title

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

State of Connecticut)

) SS

County of Hartford)

Paul Dominov being duly sworn,

deposes and says that he/she is Principal of Kaestle Boos Associates, Inc. and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 11th day of March 2026.

Jill Farina (Notary Public)

My Commission Expires: 12-31-2028

FILL IN AND RETURN WITH YOUR SUBMISSION

ATTACHMENT C

KEVIN MC CAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET, ROOM 103
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1 2/19/2026 4 _____

2 3/2/2026 5 _____

3 _____ 6 _____

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

06-0866741
Social Security Number
or Federal Identification Number

Kaestle Boos Associates, Inc.
Signature of Individual or Corporate Name
Incorporated in State of Connecticut

Corporate Officer
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name Paul Dominov
By: Principal
(Title)
Business Address: 416 Slater Road, New Britain, CT 06053
(City, State, Zip Code)

Phone: (860) 259-1739
Email: pdominov@kba-architects.com
Date: 3/11/2026

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

AUTHORIZATION OF REQUEST FOR INFORMATION

Kaestle Boos authorizes that the City of Waterbury can request verification of information included in the RFQ response from any persons, firms or corporations included in the submission.

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416 Slater Road, New Britain, CT 06053
Phone: 860-229-0361 • Fax: 860-229-5303
Additional offices located in Boston & Foxborough, Massachusetts and Rhode Island
Email: kba@kba-architects.com • Web: www.kba-architects.com

REQUEST FOR PROPOSAL #8716
BY
THE CITY OF WATERBURY BOARD OF EDUCATION
FOR
Design Services Clemente School Renovation

ATTACHMENT E

Price Proposal

(Must be submitted as part of Proposal in a separate sealed envelope, marked "Confidential: Price Proposal.")

Date: 3/30/2026

Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street, Room 103
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

Kaestle Boos Associates, Inc.
(Print or Type Company/Corporate Name)

416 Slater Road, New Britain, CT 06053
(Print or Type Business Address)

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on Attachment C, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

[Proposal continued on following page(s)]

	RFP# 8716 Design Services Clemente School Renovation		
	DESCRIPTION	**COST IN WORDS**	**COST IN NUMBERS**
40%	Pre-Design/Schematic Design/Design Development	Four Hundred Nine Thousand Two Hundred Sixty-Two Dollars and Zero Cents	$ 409,262.00
35%	Construction Documents	Three Hundred Fifty-Eight Thousand One Hundred Four Dollars and Zero Cents	$ 358,104.00
5%	Bid Support	Fifty One Thousand One Hundred Fifty-Eight Dollars and Zero Cents	$ 51,158.00
20%	Construction Administration & Project Closeout	Two Hundred Four Thousand Six Hundred Thirty-One Dollars and Zero Cents	$ 204,631.00
100%	**Total Design Fees for Project**	One Million Twenty-Three Thousand One Hundred Fifty-Five Dollars and Zero Cents	**$** 1,023,155.00

06-0866741
Social Security Number
or Federal Identification Number

Signature of Individual or
Corporate Name

Kaestle Boos Associates, Inc.
Company Name

Paul Dominov
Corporate Officer
(if applicable)

By: Principal
(Title)
416 Slater Road
(Business Address)

New Britain, CT 06053
(City, State, Zip Code)

Date: 3/30/2026

Email: pdominov@kba-architects.com

END OF ATTACHMENT E

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

February 19, 2026

RFP 8716 Design Services for Renovations to the Roberto Clemente Int'l Dual Language School

Please Be Advised:

1. All Proposers are hereby notified that this Addendum No. 1 shall be part of the Contract Documents for the above referenced **RFP #8716**.
2. This Addendum amends or supplements the RFP Documents. All provisions which are not so amended or supplemented remain in full force and effect.
3. Each Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form (see Attachment C). Failure to do so may subject the Proposer to disqualification.

The Contract Documents are hereby amended as follows:

> **NOTE:** The Mandatory Information Session has been moved to Tuesday, February 24, 2026 at 9:00AM, due to the weather forecast for Monday.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE: (203) 574-6749 • FAX: (203) 597-3437

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #2

March 2, 2026

RFP 8716 Design Services for Renovations to the Roberto Clemente Int'l Dual Language School

Please Be Advised:

1. All Proposers are hereby notified that this Addendum No. 2 shall be part of the Contract Documents for the above referenced **RFP #8716**.
2. This Addendum amends or supplements the RFP Documents. All provisions which are not so amended or supplemented remain in full force and effect.
3. Each Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form (see Attachment C). Failure to do so may subject the Proposer to disqualification.

Please refer to the questions and answers below.

Question: We are interested in submitting a proposal for this project. However, The City of Waterbury's standard Professional Services Agreement that we are required to accept without modifications poses significant risks to our and our consultants' business. Of specific concern are sections §3.5, §5.1, §5.2, and §8.1, which require us to broadly accept open-ended liabilities not covered by Professional Liability Insurance, exposing us to unlimited financial risk. Would the City consider waiving the requirement to accept the standard contract and allow for negotiations to occur with the selected proposer?
Answer: No. The provisions are required by the City and not to be modified.

Question: Is HazMat by the City or should we include them on our team?
Answer: Include HAZMAT.

Question: Is a Phase I required of the design team of will the City perform this?
Answer: Define phase 1. We are looking for a proposal of retrofit and expend current school .

Question: Will the building be occupied during construction?

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE: (203) 574-6749 • FAX: (203) 597-3437

Answer: Yes . school will be operational during construction and effort will need to be put on correlating both tasks .

Question: Is the City or CM responsible for IAQ monitoring?
Answer: CM.

Question: Will there be a third party project manager for the project?
Answer: Yes. Not awarded yet.

Question: Has there been a Facilities Condition Assessment done of the existing buildings?
Answer: Yes. SLAM files .

Question: How far has the project gone in the OGA process?
Answer: Start of the process falls on architect.

Question: Are there ed specs available?
Answer: Will be provided to winning party.

Question: Has there been a study/conceptual design done?
Answer: No.

Question: Has an Environmental Site Assessment (Phase 1) been done?
Answer: Please see the attached AHERA for the Convent Building; please be aware, we did go above and beyond with the survey testing to allow for work activities within the building. However, please do note that should the district decide to demolish the structure instead of renovating it, some supplemental NESHAP testing of inaccessible materials will need to be done prior to that work (Inaccessible materials noted within the limitations of this document).

Question: Can you share a plan that shows the extents of the site(s) owned by the City?
Answer: We do not have site plans .

Question: Does the school intend to re-use the church space as part of this project or in the future?
Answer: No it will not .

Question: What is the decision-making process for the project? Is there a building committee formed for this project?
Answer: Proposals are reviewed by a Selection Committee who has the option to bring respondents in for an interview (or not). The Selection Committee may choose to award the project to the respondent they find most qualified to do the work. They also have the option not to award at all.

Question: Would you consider rescheduling the preproposal meeting for later in the week? We would very much like to attend, but we may not be able due to road conditions. / We understand that the mandatory pre-bid meeting for this project was held on 2/24 @ 9AM. We made every effort to have a senior representative attend the pre-bid, however, continued weather-related issues did not allow us to get someone to the site. Is it possible there will be a second pre-bid meeting, or the pre-bid meeting on 2/24 will be made non-mandatory?
Answer: Another pre-bid meeting will not be held for this RFP.

Question: The mandatory information session was held on February 24 at 16 Beecher Avenue in Waterbury, CT. Could you please advise how we may obtain a copy of the attendance sign-in sheet from that meeting?
Answer: Please see attached.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

Waterbury School District - Convent

Asbestos Hazard Emergency Response Act Management Plan Report and Operation and Maintenance Program

City of Waterbury

236 Grand Street, Waterbury, CT 06702

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SLR Project No.: 144.021768.00001

July 16, 2025

Making Sustainability Happen

Limitations

The services described in this work product were performed in accordance with generally accepted professional consulting principles and practices. No other representations or warranties, expressed or implied, are made. These services were performed consistent with our agreement with our client. This work product is intended solely for the use and information of our client unless otherwise noted. Any reliance on this work product by a third party is at such party's sole risk.

Opinions and recommendations contained in this work product are based on conditions that existed at the time the services were performed and are intended only for the client, purposes, locations, time frames, and project parameters indicated. The data reported and the findings, observations, and conclusions expressed are limited by the scope of work. We are not responsible for the impacts of any changes in environmental standards, practices, or regulations subsequent to performance of services. We do not warrant the accuracy of information supplied by others, or the use of segregated portions of this work product.

Although SLR's intent was to conduct an evaluation of the facility targeting suspect ACM, it is important to note that we cannot guarantee that all ACM, or other potentially hazardous materials within the surveyed areas, have been identified. Building areas, systems, structural components, or surfaces that could not be observed because a space was unsafe or impractical to demolish, disassemble, or remove systems or coverings; or because a person could not physically enter or observe the area or component were not surveyed.

Though AHERA inspections do not satisfy EPA renovation/demolition requirements, SLR did sample a limited number of suspect materials for general NESHAP compliance. Any suspect material must be assumed to contain asbestos unless sample results prove otherwise. A through NESHAP survey will still be required prior to any disturbance of materials not previously sampled.

The following inaccessible areas may have materials that contain asbestos, and testing must be conducted by a licensed asbestos inspector prior to any disturbance:

- Behind wall/ceiling and floor cavities
- Inside heating, ventilating, and air conditioning (HVAC) mechanical equipment
- Inside operational electrical equipment
- Inside boiler equipment, et al.

Exterior materials that are not under a porta-walkway (*i.e.,* roofs, windows/doors, below-grade, etc.) are outside the scope of AHERA. However, SLR collected several accessible exterior materials to generally comply with NESHAP.

No investigation can be thorough enough to exclude the presence of hazardous materials at a given site. If hazardous conditions have not been identified during the assessment, such a finding should not therefore be construed as a guarantee of the absence of such materials on the site, but rather as the result of the services performed within the scope, practical limitations, and cost of the work performed.

Environmental conditions that are not apparent may exist at the site. Our professional opinions are based in part on interpretation of data from a limited number of discrete sampling locations and therefore may not be representative of the actual overall site environmental conditions.

A condition assessment of non-ACMs is not required in accordance with AHERA regulations.

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Appendices

Appendix A Periodic Surveillance
Appendix B Operation and Maintenance Program

Acronyms and Abbreviations

ACBM	asbestos-containing building materials
ACM	Asbestos-Containing Materials
AFD	Asbestos filtration device
AHERA	Asbestos Hazard Emergency Response Act
APF	Assigned protection factor
APR	Air-Purifying Respirator
CFM	cubic feet of air per minute
CFR	Code of Federal Regulations
CIH	Certified Industrial Hygienist
COC	chain of custody
CTDPH	Connecticut Department of Health
DP	Designated Person
EPA	Environmental Protection Agency
f/cc	Fibers per cubic centimeter
HA	Homogenous Area
HEPA	high efficiency particulate air
HMFH	HMFH Alexander Architects, Inc.
HVAC	heating, ventilating, and air conditioning
IEE	Institute for Environmental Education
LEA	Local Education Agency
MUC	Maximum Use Concentration
NESHAP	National Emission Standards for Hazardous Air Pollutants
NIOSH	National Institute for Occupational Safety and Health
O&M	Operations and Maintenance
OSHA	Occupational Safety and Health Administration
PACM	presumed asbestos-containing material
PAPR	powered air-purifying respirator

PCM	phase contrast microscopy
PLM	Polarized light microscopy
PEL	Permissible exposure limit
Poly	Polyethylene sheeting
S/mm^2	structures per square millimeter
SDS	safety data sheets
SEM	Scanning electron microscopy
SLR	SLR International Corporation
SSSD	Small-scale, Short-duration Activities
TEM	Transmission Electron Microscopy
TSI	Thermal system insulation
TWA	time-weighted average

Definitions

Abatement (asbestos) – The removal, encapsulation, enclosure, or repair of asbestos-containing materials.

Acoustical material – Material often containing asbestos, perlite, vermiculite, etc., applied to ceilings or walls to dampen sound.

Actinolite – One of six naturally occurring asbestos minerals. It is not normally used commercially.

Acute – A condition of rapid onset and short, severe course.

Addenda – Changes made to working drawings and specifications for a building before the work is bid.

Adequately wetted – Sufficiently mixed or coated with water or an aqueous solution to prevent dust emissions.

Aggressive sampling – Sampling technique in which the person who is collecting the air sample blows walls, ceilings, and floors with at least a one-horsepower leaf blower before the sampling period to stir up settled dust or particulate matter. Stationary fans are used during sampling to maintain air circulation within the containment area. Aggressive sampling is designed to create a worst-case scenario for airborne fiber levels.

Airless sprayer – An airless sprayer suitable for application of an encapsulant or amended water wetting agent.

Airlock – A system for permitting the entering and exiting with minimum air movement between a contaminated area and the external environment.

Air monitoring – The collection of a known volume of air through a filter media for assessing airborne fiber concentrations.

Air plenum – Space above a ceiling used for the circulation of air through a building.

Air-Purifying Respirator (APR) – Respirator with an air-purifying filter, cartridge, or canister that removes specific air contaminants by passing ambient air through the air-purifying element.

Air samples – Samples of airborne fibers taken by drawing air through a filter to trap the airborne fibers. Analyzed by phase contrast microscopy (PCM) or transmission electron microscopy (TEM).

Algorithm – A formal numerical procedure for assessing suspect material; results are given a numerical score.

Amended water – Water to which a surfactant has been added to increase the ability of the liquid to penetrate asbestos-containing materials (ACM).

Amosite – An asbestiform mineral of the amphibole group. It is the second most commonly used form of asbestos in the U.S. Also known as brown asbestos.

Amphibole – One of the two major groups of minerals from which the asbestiform minerals are derived, distinguished by their chainlike crystal structure and chemical composition. Amosite and crocidolite are examples of amphibole minerals.

Anthophyllite – One of six naturally occurring asbestos minerals. It is of limited commercial value.

Area monitoring – Any form of air sampling for fiber concentration within an asbestos controlled area, outside the asbestos controlled area, or outside of the building that is representative of an airborne concentration of fibers within the breathing zone.

As-built drawings – Drawings and specifications that reflect the way a building was actually constructed.

Asbestos – A generic name given to a number of naturally occurring hydrated mineral silicates that possess a unique crystalline structure, are incombustible in air, and are separable into fibers. Asbestos includes the asbestiform varieties of chrysotile (serpentine), crocidolite (riebeckite), amosite (cummingtonite-grunerite), anthophyllite, actinolite, and tremolite.

Asbestosis – A scarring of the lungs caused by exposure to asbestos. Continued exposure may lead to degeneration of lung function and death.

Asbestos bodies – Coated asbestos fibers often seen in the lungs of asbestos-exposure victims

Asbestos-containing materials (ACM) – Materials composed of any type of asbestos in an amount greater than 1-percent asbestos.

Asbestos-containing building materials (ACBM) – Surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that are found in or on interior structural members or other parts of a school building (Asbestos Hazard Emergency Response Act (AHERA) definition).

Asbestos fibers – This extension refers to asbestos fibers having an aspect ratio of 3:1 and longer than 5 micrometers in length (National Institute for Occupational Safety and Health (NIOSH) 7400 method).

Asbestos filtration device (AFD) – Shall use high efficiency particulate air (HEPA) filtration systems.

Asbestos Management Plan – A document to assist in administering the asbestos programs in a facility.

Assigned protection factor (APF) – Workplace level of respiratory protection that a respirator or class of respirators is expected to provide to employees when the employer implements a continuing, effective respiratory protection program as specified by Occupational Safety and Health Administration (OSHA) (29 Code of Federal Regulations (CFR) 1910.134).

Baker's scaffolding – Scaffolding with partial or complete polyethylene sheeting (poly) containment with HEPA filtration unit capable of exhausting 300 to 600 cubic feet of air per minute (CFM).

Breeching – A duct that transports combustion gases from a boiler or heater to a chimney or stack. Also called a flue.

Bulk samples – Samples of bulk material, in the case of asbestos, suspect material

Certified Industrial Hygienist (CIH) – An industrial hygienist certified by the American Board of Industrial Hygiene.

Chain of custody (COC) – Formal procedures for tracking samples and ensuring their integrity

Change order – A change to construction documents after a contract for construction has been signed.

Change room – A component of a containment through which the worker enters and exits the work area.

Chronic – of long duration, continuing. Chronic exposure usually refers to exposure to an agent over a long time at low dose.

Chrysotile – White asbestos, fine silky fibers, flexible with high tensile strength.

Claims-made insurance – A form of insurance in which a claim is allowed only if the insurance is in effect when the claim is made, that is, when the injury or effect is observed.

Class I asbestos work – Activities involving the removal of thermal system insulation (TSI) and surfacing ACM and presumed asbestos-containing material (PACM).

Class II asbestos work - Activities involving the removal of ACM that are not TSI or surfacing material. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics.

Class III asbestos work – Repair and maintenance operations where ACM, including TSI and surfacing material, are likely to be disturbed.

Class IV asbestos work – Maintenance and custodial activities during which employees contact ACM and PACM and activities to clean up waste and debris containing ACM and PACM.

Clean room – An uncontaminated area or room that is a part of the worker decontamination chamber with provisions for storage of workers' street clothes and clean personal protective equipment.

Clearance air monitoring – Employing aggressive air sampling techniques in a previously contaminated area to check that airborne asbestos levels are at or below 0.01 fibers per cubic centimeter of air.

Code of Federal Regulations (CFR) – The codification of the regulations of federal agencies. The regulations are published in the *Federal Register*.

Competent person (asbestos) – In addition to the definition in 29 CFR 1926.32(f), one who is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure and who has the authority to take prompt corrective measures to eliminate them, as specified in 29 CFR 1926.32(f). In addition, for Class I and Class II work, a person who has completed a training course which meets the criteria of Environmental Protection Agency (EPA)'s Model Accreditation Plan (40 CFR 763) for supervisor, or its equivalent, or, for Class II and Class IV work, who has completed an operations and maintenance (O&M) course that meets EPA requirements [40 CFR 763.92(A)(2)].

Condition factors – Describe the physical condition of ACM.

Container – 6-mil polyethylene bags or 55-gallon barrels labeled with appropriate warning labels meeting OSHA requirements.

Contract document – Legally binding building drawings and specifications. Also called *construction documents.*

Contractor – The individual or business with which arranges to perform the asbestos abatement.

Control opinions – Methods of reducing or eliminating the exposure potential of asbestos containing materials, e.g., removal, enclosure, encapsulation, or operations and maintenance.

Corrective action – An activity undertaken to reduce or eliminate the exposure potential of ACM: enclosure, encapsulation, removal, or operations and maintenance.

Corrugated paper – A type of thermal insulation characterized by cardboard box-type corrugated paper wrapped around pipes or applied in sheets to boilers and tanks; usually contains asbestos woven in with paper.

Crawl space – The area of the building below the ground floor, but above the ground, often only a few feet high.

Critical barrier – Primary seal or barrier on all openings into adjacent areas including doors, vents, corridors, etc.

Crocidolite – Strongest of asbestos minerals also known as blue asbestos. An asbestiform mineral of the amphibole group. It is of minor commercial value in the U.S.

Damaged ACM – ACM which have deteriorated or sustained physical injury or where the ACM have delaminated from its bond to the substrate. Such damage or deterioration may be illustrated by the separation of ACM into layers; separation of ACM from the substrate; flaking, blistering, or crumbling of the ACM surface; water damage; significant or repeated water stains, scrapes, gouges, mars or other signs of physical injury on the ACM. Asbestos debris originating from the ACM in question may also indicate damage.

Demolition – The wrecking or removing of any building component, system, finish, assembly, or load-supporting structural member of a facility together with any related handling operations.

Doffing – The process of taking off personal protective equipment.

Donning – The process of putting on personal protective equipment.

Dose-response – The relationship between the amount of pollutant a person is exposed to (dose) and the increased risk of disease (effect). Usually the greater the dose, the greater the effect.

Electrical systems – The system of wires, lights, power generation equipment, and related facilities to produce, convey, and use electrical power in a building.

Emergency renovation – A renovation operation that was not planned but result from a sudden, unexpected event. This term includes operations necessitated by nonroutine failures of equipment.

Encapsulant – A liquid material which can be applied to asbestos-containing material which controls the possible release of asbestos fibers from the material either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant).

Encapsulation – The treatment of asbestos-containing material with an encapsulant that surrounds and embeds asbestos fibers in an adhesive matrix to prevent fiber release.

Enclosure – The construction of an airtight, impermeable, permanent barrier around asbestos-containing materials to control the release of asbestos fibers into the ambient air

Epidemiology – The study of causes, occurrence, and distribution of disease throughout a population.

Errors and omissions insurance – A type of insurance that protects professionals for mistakes they may make in contracted plans and recommendations.

Exposure – Contact with a hazardous substance by inhalation, ingestion, skin contact, or absorption.

Exposure monitoring – The sampling and analysis of air both inside and outside the work area to determine the degree of worker and resident exposure to airborne contaminants, often involving air sampling inside a worker's breathing zone.

Facility component – Any pipe, duct, boiler, tank, reactor, turbine, or furnace at or in a facility; or any structural member of a facility.

Fiber release episode – Any controlled or unintentional disturbance of ACM resulting in visible emissions.

Fibers per cubic centimeter (f/cc) – A measurement to express the concentrations of fibers in the air.

Fibrils – A small bundle of individual fibers.

Final cleaning – Final cleaning consists of a combination of wet wiping or HEPA vacuuming a previously contaminated area.

Fireproofing – Spray or trowel-applied fire-resistant materials.

Fit testing – The act of ensuring a respirator has a proper seal to the wearer's face and works properly.

Fixed objects – A unit of equipment or furniture in the work area that cannot be moved from the work area.

Friable – Material that can be crumbled, pulverized, or reduced to powder by hand pressure, when dry.

Friable asbestos-containing material – Any material that contains more than 1 percent asbestos by weight and that can be crumbled, pulverized, or reduced to powder by hand pressure, when dry.

Full-body disposable suit – Disposable protective suits, e.g. Tyvek or approved equal

Functional spaces – Spatially distinct units within a building that contain identifiable populations of building occupants.

General liability insurance – A type of insurance that covers the insured for damage to property and person caused by his or her own negligence.

Glove bag technique – A method with limited applications for removing small amounts of friable asbestos-containing material from heating, ventilating, and air conditioning (HVAC) ducts, short piping runs, valves, joints, elbows, and other nonplanar surfaces in an uncontaminated work area. The glove bag assembly is a manufactured or fabricated device, typically constructed of 6-mil transparent polyethylene or polyvinyl chloride plastic, with two inwardly projecting long sleeves, rubber gloves, and internal tool pouch. The glove bag is constructed and installed in such a manner that it surrounds the object or material to be removed and contains the asbestos fibers released during the process.

Hazard – A circumstance, mechanism, or event that has the potential to create injury.

Hazardous waste – As defined in EPA regulations (40 CFR 261.3), *hazardous waste* is solid waste or a combination of solid wastes that because of its quantity; concentration; or physical, chemical, or infectious characteristics may cause or significantly contribute to increases in mortality; serious and irreversible, or incapacitating but reversible illnesses; or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed. As defined in the regulations, solid waste is hazardous if it meets one of four conditions: (1) exhibits a characteristic of hazardous waste (40 CFR

261.20 through 262.24); (2) has been listed as hazardous (40 CFR 261.31 through 261.33); (3) is a mixture containing a listed hazardous waste combined with a nonhazardous solid waste, unless the mixture is specifically excluded or no longer exhibits any of the characteristics of hazardous waste; or (4) is not excluded from regulation as hazardous waste.

Heating, ventilating, and air-conditioning (HVAC) system – The system of pipes, ducts, equipment (air conditioners, chillers, heaters, boilers, pumps, fans) used to heat, cool, move, and filter air in a building. HVAC systems are also known as mechanical systems.

HEPA filter – A high efficiency particulate air-purifying filter capable of removing particulate greater than 0.3 micrometers in diameter with 99.97% efficiency.

Homogeneous areas – An area that appears similar throughout in terms of color, texture, and date of material application.

Hudson sprayer – A manual, hand-held, pressure sprayer with water holding capacity of 2 to 3 gallons.

Inadvertent contamination – The disturbance of asbestos-containing products not caused intentionally by the parties involved in the project.

Indemnify – to pay for or pay back. Indemnification clauses in contracts are intended to cover the cost of judgments and/or legal defenses in the event of litigation.

Inspection – The process of locating ACM, determining its condition, and reporting the results.

Latency – Period of time between first exposure to a disease-causing agent and the appearance of the disease.

Local Education Agency (LEA) – Defined in Section 198 of the Elementary and Secondary Education Act of 1965; authority responsible for complying with AHERA.

Liability – Being subject to legal action for one's behavior.

Lung cancer – A malignant growth of tissue in the lungs, specifically of the bronchi covering.

Magnesia – A type of thermal insulation, generally white fibrous material formed into "I" shaped pieces or bricks; often contains asbestos.

Maximum Use Concentration (MUC) – Maximum atmospheric concentration of a hazardous substance from which an employee can be expected to be protected when wearing a respirator. It is determined by the APF of the respirator or class of respirators and the exposure limit of the hazardous substance. The MUC can be determined mathematically by multiplying the APF specified for a respirator by the required OSHA permissible exposure limit, short-term exposure limit, or ceiling limit.

Mechanical area – An area of building not normally accessed by the public containing air handling systems, air conditioners, heat exchangers, tanks, pipes, or other mechanical equipment.

Mechanical system – The heating, ventilation, air conditioning, and plumbing components of a facility.

Medical surveillance program – A program to ensure workers are physically and psychologically able to wear a respirator and perform asbestos activities.

Mesothelioma – A rare cancer of the lining around the lungs (pleura) or the abdomen (peritoneum). It is usually caused by exposure to asbestos.

Miscellaneous material – Interior building material on structural components, structural members, or fixtures, such as floor and ceiling tiles, and does not include surfacing material or thermal system insulation (AHERA definition).

Movable object – A piece of equipment or furniture in the work area that can be removed from the work area.

Mudded joint fittings – Plaster compound packed onto pipe joints and around valves, pumps, elbows, or tees for thermal insulation; often contain asbestos.

Negative air – A process by which air is continually removed from the work area to keep the air pressure in the work area less than the air pressure outside the work area.

Negative air pressure ventilation system – A portable exhaust system equipped with HEPA filtration and capable of maintaining a pressure differential whereas a negative pressure is created inside the containment area. It also serves to filter out airborne fibers inside the containment area.

Negative pressure respirators – Respirators that function by the wearer breathing in air through a filter.

Negative pressure fit check – A method of testing respirator fit in which the wearer covers the filters of a negative pressure APR and inhales to check for leaks around the face seal.

National Institute for Occupational Safety and Health (NIOSH) – The agency that sets standards for respirators and other protective equipment.

Occurrence insurance – A form of insurance in which a claim is allowed regardless of when the claim is filed. For asbestos insurance, the "occurrence" could be the time of first exposure.

Outside air – The air outside buildings and structures.

Packing – Material applied to tanks, boilers, ducts, or air handlers for thermal insulation; often contains asbestos.

Permissible exposure limit (PEL) – The maximum amount or concentration of a chemical that a worker may be exposed to under OSHA regulations.

PEL-excursion limit (EL) – No employee may be exposed above an airborne concentration of asbestos in excess of 1.0 fiber per cubic centimeter of air (1 f/cc) as averaged over a sampling period of 30 minutes [(29 CFR 1926.1101(c)(2)].

PEL-time-weighted average (TWA) limit – No employee may be exposed to an airborne concentration of asbestos in excess of 0.1 fiber per cubic centimeter of air as an 8-hour TWA [29 CFR 1926.1101(c)(1)].

Personal monitoring – Air sampling of asbestos fiber concentrations within the breathing zone of an abatement worker, thus measuring the worker's exposure to airborne fibers.

Phase contrast microscopy (PCM) – method of optical microscopy used to count fibers for determining airborne fiber concentrations in air samples. Results are reported in f/cc.

Physical assessment – Assessing suspect material to determine the current condition of the material and the potential for future disturbance.

Planned renovation – A renovation operation, or a number of such operations, in which the amount of friable asbestos material that will be removed or stripped within a given period of time can be predicted. Individual non-scheduled operations can be predicted to occur during a given period of time based on operating experience.

Plenum – A horizontal space designed to transport air in a building. Plenums are commonly the space between a dropped ceiling and the floor above.

Pleura – The membranes encasing each lung.

Plumbing system – The system of pipes, valves, fittings, and related components designed to convey liquid or gas fluids throughout a building. Some piping may also be part of the HVAC system.

Polarized light microscopy (PLM) – A method used to analyze bulk samples for the presence of asbestos in which the sample is illuminated with polarized light (light which vibrates in only one plane) and viewed under a light microscope.

Polyethylene sheeting (poly) – Plastic sheeting used as critical barriers and to cover walls and floors of the containment area; usually 6-mil thickness.

Positive pressure respirators – Respirators that function by blowing air or providing pressurized air to the wearer.

Positive pressure fit check – A method of testing respirator fit in which the wearer covers the exhalation valve of a negative pressure APR and exhales to check for leaks around the face seal.

Powered air-purifying respirator (PAPR) – full-face respirator with battery-powered fan unit capable of delivering 4 to 6 CFM to the facepiece that forces the ambient atmosphere through air-purifying elements to the inlet covering.

Preliminary air sampling – The method used to measure ambient airborne fiber concentrations inside and outside of the building prior to asbestos abatement work.

Presumed asbestos-containing materials (PACM) – Thermal systems insulation, surfacing material, and vinyl or asphalt floor covering found in buildings constructed no later than 1980.

Qualitative fit testing – Testing the fit of a respirator by a subjective evaluation for leaks around the face seal.

Quality assurance – A program for collecting and analyzing additional samples of suspect materials to check on the reliability of procedures.

Quantitative fit testing – Testing the fit of a respirator by calculating concentrations of contaminants inside and outside the mask. This requires the use of testing instruments.

Rales – Cracking sounds in the lower half of the lung; symptomatic of progressing asbestosis.

Regulated areas – Areas where fiber levels exceed OSHA's PEL.

Reinspection – A periodic re-evaluation of the ACM over a regular time period.

Removal – The stripping of any asbestos-containing materials from surfaces or components of a facility.

Renovation – Altering in any way, one or more facility components, excluding demolition.

Repair – Encapsulation or restoration of the integrity of the outer protective covering of asbestos-containing materials. This would result in a nonfriable condition of the materials.

Respiration – The exchange of gases in the lungs.

Respiratory protection program – A set of procedures and equipment required by OSHA if employees wear respiratory protection or if fiber levels are above the PEL.



Respiratory tract – The organs of the body that convey air to the blood, allow exchange of gases, and remove carbon dioxide.

Response action – Any work operation involving the disturbance of more than three linear feet of friable asbestos on or in pipes, ducts or wires or more than three square feet of friable asbestos on or in structures or components other than pipes, ducts or wires.

Routine maintenance area – An area, such as a boiler room or mechanical room, not normally frequented by the public in which maintenance employees or contract workers regularly conduct maintenance activities.

Salient – A limited area of significantly different material condition within a homogeneous area.

Scanning electron microscopy (SEM) – A method to analyze air samples for the presence of asbestos.

Serpentine – One of the two major groups of minerals from which the asbestiform minerals are derived, distinguished by their tubular structure and chemical composition. Chrysotile is a serpentine mineral.

Service personnel – People engaged in repair, maintenance, and/or custodial activities.

Shop drawings – Detailed drawings of selected items used in the construction of a building.

Significantly damaged friable surfacing material – Friable surfacing (miscellaneous) ACM in a functional space where damage is extensive and severe (AHERA definition).

Small-scale Asbestos Project – Any work operation involving the disturbance of:

- (a) three or fewer linear feet of friable asbestos on or in pipes, ducts or wires; or
- (b) three or fewer square feet of friable or non-friable asbestos on or in structures or components other than pipes, ducts or wires.

Small-scale, Short-duration Activities (SSSD) – Repairs, involving encapsulation, enclosure, or removal, to small amounts of friable ACM only if required in the performance of emergency or routine maintenance activity and not intended solely as asbestos abatement. Such work may not exceed amounts greater than those which can be contained in a single prefabricated mini-enclosure. Such an enclosure shall conform spatially and geometrically to the localized work area, in order to perform its intended containment function. SSSD includes tasks such as, but not limited to:

- Removal of asbestos-containing insulation on pipes;
- Removal of small quantities of asbestos-containing insulation on beams or above ceilings;
- Replacement of an asbestos-containing gasket on a valve. Installation or removal of a small section of drywall;
- Installation of electrical conduits through or proximate to asbestos-containing materials;
- Removal of small quantities of ACM only if required in the performance of another maintenance activity not intended as asbestos abatement;
- Removal of asbestos-containing thermal system insulation not to exceed amounts greater than that which can be contained in a single glove bag;
- Minor repairs to damaged thermal system insulation which do not require removal; or

- Repairs to a piece of asbestos-containing wallboard.

Specifications – A written set of standards, procedures, and materials for the construction of a building.

Structural system – The system of beams, walls, piers, and such items that supports a building.

Submittals – Drawings or descriptive literature such as operating manuals transmitted to the building owner upon construction completion.

Surfacing material – Material in a building that is sprayed on, troweled on, or otherwise applied to surfaces, such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, or other purposes (AHERA definition).

Surfactant – A chemical wetting agent, typically one part (50%) polyoxyethylene ether to one part (50%) polyoxyethylene ester, or equivalent, mixed with water to provide a concentration of 1 ounce surfactant to 5 gallons of water.

Symbols – Drawn figures that represent real objects. Symbols are the shorthand of architectural and mechanical drawings.

Synergistic – The combination of two effects, which is greater than the sum of the two independent effects.

Tape – Capable of sealing seams of adjacent sheets of poly and for attaching poly to finished/unfinished surfaces and capable of adhering under both dry and wet conditions, including amended water.

Transmission electron microscopy (TEM) – A method to analyze air samples or bulk samples for the presence of asbestos. Results are reported in structures per square millimeter (S/mm^2).

Thermal system insulation (TSI) – Insulation found on pipes, hot water tanks, boilers, breeching, heat exchangers, etc.

Tort – A legal wrong, sometimes referred to as negligence.

Tradesmen – People engaged in a construction trade, i.e., electricians, plumbers, carpenters, painters, etc.

Transite – A trade name for asbestos cement wallboard and pipe.

Tremolite – One of six naturally occurring asbestos minerals. Tremolite has few commercial uses.

Time weighted average (TWA) – An average concentration of material over a set period of time.

Tyvek – Brand name for a disposable clothing worn during asbestos work.

Vacuum – Dry vacuum or combination wet/dry vacuum equipped with HEPA filter.

Visible emissions – Emissions containing particulate matter that are visually detectable without the aid of instruments. This does not include a condensed uncombined water vapor.

Washroom – A room between the work area and the holding area where equipment or waste containers are wet wiped or HEPA vacuumed prior to transfer to the holding area.

Water filtration system – Water-filtering system capable of trapping and retaining fibers greater than 5 micrometers in length.

Wetting agent – see Surfactant.

Wet cleaning – A cleaning technique where the material is kept wet. Wet towels or mops are used to reduce the potential for material becoming airborne.

Wet-wipe – The process of eliminating asbestos contamination from building surfaces and objects by wiping surfaces with cloths, mops, or other cleaning utensils, which have been dampened with water. Afterwards, cleaning items are decontaminated or disposed of as asbestos-contaminated waste.

Work area – A contained work area that has been sealed and equipped with a decontamination chamber system and engineering controls.

Work drawings – A set of drawings that reflect the intended construction and appearance of the building; also known as building plans.

Wrapped paper – A type of thermal insulation characterized by layers of kraft paper wrapped around pipes. There is usually a layer of woven asbestos paper or tar paper imbedded with asbestos.

LEA Statement and Acceptance

In accordance with 19a-333 and 40 CFR 763, the LEA must ensure that the Designated Person has received proper training to carry out all duties as stated in the AHERA regulation. Furthermore, all response actions including removal, encapsulation, enclosure, or repair, other than small-scale/short-duration repairs, shall be designed and conducted by persons accredited to design and conduct response actions.

The AHERA regulation requires that the following information be provided and entered on this page by the LEA.

This LEA has accredited personnel on staff to carry out response actions.

YES ___ NO ___

Statement of Designated Person (DP) Training

Name: _____

Address: _____

Telephone #: _____

Training Course Name: _____

Date of Training: _____

Hours of Training: _____

As a representative of this LEA, I accept this management plan and agree to implement and carry-out all provisions of this plan in accordance with 19a-333 and 40 CFR 763.

Name of Authorized Person: _____

Signature of Authorized Person: _____

Date: _____

1.0 Local Education Agency (LEA) Summary

In accordance with CT Department of Public Health (CTDPH) delegation from Environmental Protection Agency (EPA) effective October 24, 1998, published in the Federal Register on Tuesday, October 27, 1998, schools subject to Asbestos Hazard Emergency Response Act (AHERA) must comply with 19a-333.

The 19a-333 regulation requires the LEA to develop an asbestos management plan for each school building under its administrative control or direction. The management plan must be developed by an accredited asbestos Management Planner.

Some of the major components required in the management plan include:

- A description of the results from inspections and re-inspections
- A plan for periodic surveillance
- Documentation of response actions

Each LEA is required to maintain a copy of the management plan in its administrative office, and each school is required to maintain a copy of the school's management plan in the school's administrative office. These plans are to be made available for inspection by the public without cost or restriction.

The regulation further requires that the LEA make an evaluation of the resources needed to complete response actions successfully and to carry out re-inspections, operations, and maintenance activities, periodic surveillance and training, or any other associated costs needed to implement the management plan.

AHERA regulation is very complex, requiring the compilation of enormous amounts of data to be presented in this report. The intent of this report is twofold: to assist in protecting human health and the environment and to maintain compliance with 40 CFR 763 and 19a-333. Every attempt has been made to present all information in an orderly, user-friendly format to make the accomplishment of these goals as efficient as possible.

This report uses a format that combines inspection data and management planner information on a single Homogenous Area (HA) findings page to provide comprehensive information about a given material.

Because this report is a living document, each LEA must maintain and update its management plans to reflect all changes in material condition that have taken place. Documentation should include the official appointment of a "Designated Person," all operations and maintenance (O&M) records, periodic surveillance records, inspection and reinspection records, all appropriate documentation for response action activities, annual dated notifications, and new employee and annual retraining records. All revisions and/or updates shall also be retained in the management plan. All of this information and any other information required by the AHERA regulation shall be retained by the LEA as part of the management plan.

1.1 History

"Asbestos" is a commercial term applied to a mineral fiber insulation containing amphibole or serpentine mineral fibers. While there are many asbestiform minerals found naturally, only two were widely used commercially, amosite and chrysotile. Several others such as tremolite, crocidolite, and actinolite can be found in building materials, but these occurrences are rare.

The insulation properties of asbestos are documented back to the period of the Roman Empire, derived from the Greek language known as the "miracle mineral" because of its softness, flexibility, and its ability to withstand heat. The Greeks used asbestos much like cotton, spinning and weaving it into cloth. Asbestos was not widely available until the late 1800s, when major deposits were found in Canada. Thereafter, asbestos was used to make thermal insulation for boilers, pipes, and other high-temperature applications and was also used as a fireproofing and reinforcement material. During World Wars I and II, the military used asbestos extensively on ships and other applications. Commercial usages of asbestos in buildings increased greatly thereafter, but growing concerns about health risks associated with asbestos exposure resulted in a voluntary reduction in the use of asbestos beginning in the 1970s. Since it is a mineral, crude asbestos is mined from rock quarries along with talc and chalk products. Large asbestos mines were operated at length in Africa and North America, most notably in Vermont, New Hampshire, and Maine. Some asbestos mines are still in operation in Canada, not far from Montreal. However, the dangers of asbestos materials as carcinogens are now well documented and recognized, and use of asbestos in building materials has been banned by the EPA as of 1978.

In the twentieth century, asbestos was widely used as insulation on boilers and heating pipes, valves, and pipe elbows. This type of asbestos-containing building material is now referred to as thermal system insulation. Asbestos was also widely used as a spray-on fireproofing material applied to structural members of buildings. Asbestos fireproofing was also sometimes troweled onto ceilings as a finishing plaster. This material served two purposes; it provided a fireproofing agent and was easily formed to provide easy sculpting of elaborate ceiling structures. This "troweled-on" or "sprayed-on" material is now referred to as surfacing material.

Asbestos has also been found in many other products such as ceiling tiles; roofing felts; exterior siding and roofing shingles; gypsum wallboard; flue cements; vinyl floor tiles; window putty; some joint compounds; mastic compounds that hold chalkboards, wall/ceiling paneling, and mirrors onto walls; and many more products. Unfortunately, the analytical procedures that are used to detect asbestos in bulk samples of suspect material are not effective in identifying asbestos in some of these products. Therefore, if the accredited inspector suspects some materials to contain asbestos, that inspector may assume that the material is an asbestos-containing material as described in the AHERA regulations.

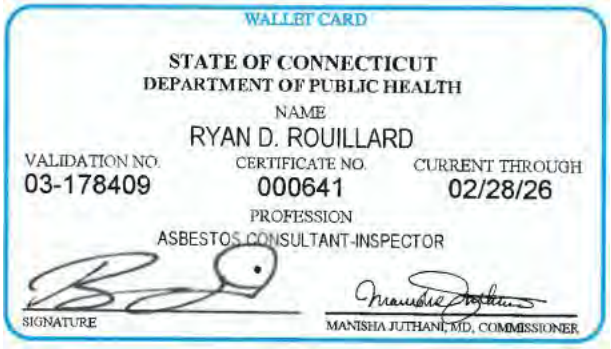
These assumed materials must not be subjected to any procedure that would cause them to produce a dust unless the area where this work is being performed is under a full containment as described elsewhere in this report.

2.0 Inspector Certification

The inspector signature below certifies that the facility was reinspected and reassessed in accordance with 40 CFR 763 and 19a-333.

Inspector:	Ryan Rouillard
State of Accreditation:	CT
Accreditation Number:	**R. Rouillard:** 24-5452-106-226296
Expiration Date:	**R. Rouillard:** 11/18/2025
State License:	CT
State License Number:	**R. Rouillard:** 641
Expiration Date:	**R. Rouillard:** 02/28/2026

R. Rouillard Signature: 


WALLET CARD

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME
RYAN D. ROUILLARD

VALIDATION NO. 03-178409
CERTIFICATE NO. 000641
CURRENT THROUGH 02/28/26

PROFESSION
ASBESTOS CONSULTANT-INSPECTOR

SIGNATURE

MANISHA JUTHANI, MD, COMMISSIONER

2.1 Inspection

The inspection process began with the inspector(s) meeting with Mike Konopka (Designated Person) to become familiar with the facility. The inspector did a complete building walk-through to determine if suspect ACBMs exist and the current condition.

The inspector performed a visual assessed the condition of suspect materials and determined that it was friable if it could be crushed, pulverized, or broken when subjected to hand pressure, therefore producing a dust.

Assessments included the following considerations:

1 Location and the amount of the material, both in estimated quantity and as a percentage of the functional space;

2 Condition of the material, specifying:

- Type of damage or significant damage (e.g., flaking, blistering, water damage, or other signs of physical damage)
- Severity of damage (e.g., major flaking, severely torn jackets, as opposed to occasional flaking, minor tears to jackets)
- Extent or spread of damage over large areas or large percentages of the homogeneous area

3 Whether the material is accessible;

4 The material's potential for disturbance;

5 Known or suspected causes of damage or significant damage (e.g., air erosion, vandalism, vibration, water); and

6 Preventive measures which might eliminate the reasonable likelihood of undamaged.

2.2 Asbestos Bulk Sampling Protocol

Table 1: Minimum Bulk Sampling Criteria and SLR Inspection Protocol

Type of Suspect Material	Minimum Sampling Criteria
Surfacing	Statistically random criteria/protocol (minimum of three samples; maximum of seven samples per each homogeneous material)
Thermal	Minimum of three samples per homogeneous area of suspect material
Miscellaneous	Minimum of two samples per homogeneous area of suspect material since potential for nonuniform mixture is relatively slight

3.0 Management Planner Certification

In accordance with 40 CFR 763.88 and 19a-333, the Management Planner reviewed the results of the reinspection for ACBM present within the facility. The recommendations are based on the professional judgment of the Management Planner and the inspector(s) comments concerning material condition and potential for disturbance.

I hereby certify that all Management Planner components contained in this report were completed in accordance with 40 CFR 763.93 and 19a-333.

Management Planners: Ryan Rouillard

State of Accreditation: CT

Accreditation Numbers: **R. Rouillard:** 24-5458-136-226296

Expiration Date: **R. Rouillard:** 11/18/2025

State Licenses: CT

State License Numbers: **R. Rouillard:** 312

Expiration Dates: **R. Rouillard**: 02/28/2026

R. Rouillard Signature: 


WALLET CARD

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME
RYAN D ROUILLARD

VALIDATION NO. 03-178408
CERTIFICATE NO. 000312
CURRENT THROUGH 02/28/26

PROFESSION
ASBESTOS CONSULTANT-INSP/MGMT PLANNER

SIGNATURE
MANISHA JUTHANI, MD, COMMISSIONER

Table 2: Summary of AHERA Management Plan Operation and Maintenance Program

Item	Estimated Cost	Schedule (complete by)				
6-Month Periodic Surveillance[1]	$5,000	12/2025	6/2026	12/2026	6/2027	12/2027
Annual 2-Hour Asbestos Awareness Training[2]	$6,000	2025		2026		2027
3-Year AHERA Re-inspection[3]	$3,000	4/21/2028				

[1] Based on four 6-Month Periodic Surveillance at $1,000 each

[2] One 2-Hour Asbestos Awareness Training, at one location, at $2,000 per year

[3] Based on one 3-year AHERA reinspection and Management Plan update, with no sampling

3.1 Training of Workers

The local education agency shall ensure, prior to the implementation of the O & M.

provisions of the management plan, that all members of its maintenance and custodial staff (custodians, electricians, heating/air conditioning engineers, plumbers, etc.) who may work in a building that contains ACBM receive awareness training of at least two (2) hours, whether or not they are required to work with ACBM. New custodial and maintenance employees shall be trained within sixty (60) days after commencement of employment. Training shall include, but not be limited to:

- information regarding asbestos and its various uses and forms,
- information on the health effects associated with asbestos exposure,
- locations of ACBM identified throughout each school building in which they work,
- recognition of damage, deterioration, and delamination of ACBM,
- name and telephone number of the person designated to carry out general local education agency responsibilities under section 19a-333-2 of the regulations of Connecticut State Agencies and the availability and location of the management plan.

The local education agency shall ensure that all members of its maintenance and custodial staff who conduct any activities that will result in the disturbance of ACBM shall receive training described in subdivision (1) of this subsection and fourteen (14) hours of additional training. Additional training shall include, but not be limited to:

- descriptions of the proper methods of handling ACBM;
- information on the use of respiratory protection as contained in the EPA/NIOSH *Guide to Respiratory Protection for the Asbestos Abatement Industry*, September 1986 (EPA 560/OPTS-86-001), as amended, and other personal protection measures;
- the provisions of: this section and section 19a-333-8 of the regulations of Connecticut State Agencies, Appendices A, B, C, D to Subpart E of 40 CFR Part 763, EPA regulations contained in 40 CFR Part 763, Subpart G, and in 40 CFR Part 61, Subpart M, and OSHA regulations contained in 29 CFR 1926.58, as respectively amended; and
- hands-on training in the use of respiratory protection, other personal protection measures, and good work practices.

LEA maintenance and custodial staff who have attended a training program accredited under the EPA Model Accreditation Plan which includes as a minimum all of the training requirements listed in this section, shall be considered trained for the purposes of the section.

Certified training courses are provided by the following institution(s):

- Superior Industries LLC

  Southington, CT | (860) 628-6814

- Environmental Management & Geological Consultants, Inc.

  Derby, CT | (203) 924-9544

- Earth Environmental Consultants, LLC

  Norwalk, CT | (203) 831-8911

3.2 Annual Notifications

LEA shall notify in writing parents, teachers, and employee organizations of the availability of management plans and shall include in the management plan a description of the steps taken to notify such organizations, and a dated copy of the notification. In the absence of any such organizations for parents, teachers, or employees, the LEA shall provide written notice to that relevant group of the availability of management plans and shall include in the management plan a description of the steps taken to notify such groups, and a dated copy of the notification.

3.3 Recordkeeping

Records required under this section shall be maintained in a centralized location in the administrative office of both the school and the local education agency as part of the management plan. For each homogeneous area where all ACBM has been removed, the local education agency shall ensure that such records are retained for three (3) years after the next reinspection required under subdivision (1) of subsection (b) of section 19a-333-3 of the regulations of Connecticut State Agencies.

1 For each preventive measure and response action taken for friable and nonfriable ACBM and friable and nonfriable suspected ACBM assumed to be ACM, the local education agency shall maintain as part of the management plan the following:

- a detailed written description of the measure or action, including methods used, the location where the measure or action was taken, reasons for selecting the measure or action, start and completion dates of the work, names and addresses of all contractors involved, and if applicable, their state of accreditation, and accreditation numbers, and if ACBM is removed, the name and location of storage or disposal site of the ACM;
- the name and signature of any person collecting any air sample required to be collected at the completion of certain response actions specified by subsection (h) of section 19a-333-7 of the regulations of Connecticut State Agencies, the locations where samples were collected, date of collection, the name and address of the laboratory analyzing the samples, the date of analysis, the results of the analysis, the method of analysis, the name and signature of the person performing the analysis, and a statement that the laboratory meets the applicable requirements of subdivision (3) of subsection 19a-333-7 (h) of the regulations of Connecticut State Agencies.

For each person required to be trained under subdivisions (1) and (2) of subsection (a) of section 19a-333-9 of the regulations of Connecticut State Agencies, the local education agency shall record the person’s name and job title, the date that training was completed by that person, the location of the training, and the number of hours completed in such training.

For each time that periodic surveillance under subsection (b) of section 19a-333-9 of the regulations of Connecticut State Agencies is performed, the local education agency shall record the name of each person performing the surveillance, the date of the surveillance, and any changes in the conditions of the materials.

For each time that cleaning under subsection (b) of section 19a-333-8 of the regulations of Connecticut State Agencies is performed, the local education agency shall record the name of each person performing the cleaning, the date of such cleaning, the locations cleaned, and the methods used to perform such cleaning.

For each time that an operations and maintenance activity under subsection (c) of section 19a-333-8 of the regulations of Connecticut State Agencies is performed, the local education agency shall record the name of each person performing the activity, the start and completion dates of the activity, the locations where such activity occurred, a description of the activity including preventive measures used, and if ACBM is removed, the name and location of the storage or disposal site of the ACM.

For each time that major asbestos activity under subsection (d) of section 19a-333-8 of the regulations of Connecticut State Agencies is performed, the local education agency shall record the name and signature, state of accreditation, and if applicable, the accreditation number of each person performing the activity, the start and completion dates of the activity, the locations where such activity occurred, a description of the activity including preventive measures used, and if ACBM is removed, the name and location of the storage or disposal site of the ACM.

For each fiber release episode under subsection (e) of section 19a-333-8 of the regulations of Connecticut State Agencies, the local education agency shall record the date and location of the episode, the method of repair, preventive measures or response action taken, the name of each person performing the work, and if ACBM is removed, the name and location of the storage or disposal site of ACM.

3.4 Warning Labels

The local education agency shall attach a warning label adjacent to any friable or nonfriable ACBM or suspected ACBM assumed to be ACM located in routine maintenance areas (such as boiler rooms) at each school building. These labels shall be placed adjacent to the following locations:

1 Friable ACBM for which the response was any action other than removal, and

2 ACBM for which no response action was carried out.

- All labels shall be of large size and prominently displayed in readily visible locations so that persons may read the signs and take necessary protective steps before entering the area. All labels shall remain posted until the ACBM that is labeled is removed.
- The warning label shall read, in black print on a contrasting yellow background, as follows:

CAUTION: ASBESTOS. HAZARDOUS.

DO NOT DISTURB WITHOUT PROPER TRAINING AND EQUIPMENT.

The local education agency shall post these labels in a bilingual form whenever it determines that a significant student and/or employee population requires a translated format.

3.5 Contractor Information

Prior to any contractor initiating non-asbestos work activities at the site school building, the Asbestos Program Coordinator shall notify an authorized representative of the contracting firm of the presence, location, and quantities of ACM within the school building. The Asbestos Program Coordinator shall inform the contractor of the O&M program requirements, with particular emphasis on precautions to be taken not to disturb ACMs and reporting procedures to be used if additional ACM are discovered. The contractor shall ensure that the presence, locations, and quantities of ACM that may be encountered during its work in the building are

communicated to the contractor's employees. The contractor shall complete and sign an acknowledgment form stating that it has been informed of the ACM at the facility and of the O&M program requirements. If the contractor's work may disturb ACM, these ACM must be removed by the CT-licensed asbestos abatement contractor before the scheduled work activity is conducted. The contractor shall ensure compliance by its personnel with the school system's Asbestos Operations and Maintenance Program.

4.0 Building Data

Building Name: Convent

Address: 67 Southmayd Road

Square-Footage: 39,788

Inspection Date: June 20, 2025

This circa 1970 building is a two and a half-story structure with a precast concrete facade and pitched-roof system. Functional spaces include, but are not limited to, offices, bathrooms, mechanical spaces, storage, conference rooms, staircases, hallways, and kitchen. Accessible suspect materials include, but are not limited to, suspended ceiling tiles, 9-inch and 12-inch floor tile systems, gypsum and plaster wall/ceiling systems, carpets, various TSI systems, various cove base systems and brick and mortar system.

4.1 Summary of Sampled Suspect ACM

The below summary contains suspected ACM that were sampled and analyzed.

Table 3: Summary of Sampled Suspect ACM

Note: ND = No Asbestos Detected, POS = Positive Stop

Material Location Sampled	Material Description	Asbestos Content
Exterior - Decorative Windows	White Caulk (also on Basement Windows)	ND
Exterior - Decorative Windows	White Caulk (also on Basement Windows)	ND
Exterior - Decorative Windows	White Glaze	ND
Exterior - Decorative Windows	White Glaze	ND
Exterior - South/East Entry	White Textured Ceiling Paint	ND
Exterior - South/East Entry	White Textured Ceiling Paint	ND
Exterior - Side Windows (& Granite Sill to Wood Frame)	Replacement Glass Caulk	ND
Exterior - Side Windows (& Granite Sill to Wood Frame)	Replacement Glass Caulk	ND
Exterior - Wood Windows	White Glaze	ND

Material Location Sampled	Material Description	Asbestos Content
Exterior - Wood Windows	White Glaze	ND
1st Floor Interior - South Entry Foyer	**9”x9" Red Mottle Floor Tile**	**5.0%**
1st Floor Interior - Main Hallway(s)	9”x9" Red Mottle Floor Tile	POS
1st Floor Interior - South Entry Foyer [Same on Floor #2 (Except Hall)]	**9”x9" Gray Mottle Floor Tile**	**5.0%**
1st Floor Interior - Main Hallway(s) [Same on Floor #2 (Except Hall)]	9”x9" Gray Mottle Floor Tile	POS
1st Floor Interior - Office (adjacent to Chapel) [Same on Floor #2 (Except Hall)]	**9”x9" Green Mottle Floor Tile**	**5.0%**
1st Floor Interior - Office (adjacent to Chapel) [Same on Floor #2 (Except Hall)]	9”x9" Green Mottle Floor Tile	POS
9”x9" Red/Gray/Green Mottle Floor Tile 1st Floor Interior - South Entry [Same on Floor #2 (Except Hall)]	Black Mastic (assoc. w. 006, 007 & 008)	ND
9”x9" Red/Gray/Green Mottle Floor Tile 1st Floor Interior - South Entry [Same on Floor #2 (Except Hall)]	Black Mastic (assoc. w. 006, 007 & 008)	ND
1st Floor Interior - East Corner Bedroom [Same on Floor #2 (Except Hall)]	**9x9" Blue Mottle Floor Tile**	**5.0%**
1st Floor Interior - East Corner Bedroom [Same on Floor #2 (Except Hall)]	9x9" Blue Mottle Floor Tile	POS
1st Floor Interior - Chapel (beneath Carpet) [Same on Floor #2 (Except Hall)]	9x9" Brown Mottle Floor Tile	ND
1st Floor Interior - Chapel (beneath Carpet) [Same on Floor #2 (Except Hall)]	9x9" Brown Mottle Floor Tile	ND
1st Floor Interior - Chapel (beneath Carpet) [Same on Floor #2 (Except Hall)]	Yellow Carpet Adhesive	ND

Material Location Sampled	Material Description	Asbestos Content
1st Floor Interior - Chapel (beneath Carpet) [Same on Floor #2 (Except Hall)]	Yellow Carpet Adhesive	ND
1st Floor Interior – Northwest Bedroom Light	**Light Heat Paper (Foil Tan)**	**50.0%**
1st Floor Interior - Northwest Bedroom Light	Light Heat Paper (Foil Tan)	POS
1st Floor Interior - Main Halls	4" Brown Cove Base	ND
1st Floor Interior - Entry Foyer	4" Brown Cove Base	ND
4" Brown Cove Base 1st Floor Interior - Main Halls	Brown Adhesive	ND
4" Brown Cove Base 1st Floor Interior - Entry Foyer	Brown Adhesive	ND
1st Floor Interior - Halls - Walls	Plaster Base Coat (Gray)	ND
1st Floor Interior - Rooms - Walls	Plaster Base Coat (Gray)	ND
1st Floor Interior - Halls - Walls	Plaster Base Coat (Gray)	ND
1st Floor Interior - Rooms - Walls	Plaster Base Coat (Gray)	ND
1st Floor Interior - Entry Foyer - Walls	Plaster Base Coat (Gray)	ND
Interior (1st Floor) - Halls - Walls	Plaster Skim Coat (White)	ND
Interior (1st Floor) - Halls - Walls	Plaster Skim Coat (White)	ND
Interior (1st Floor) - Halls - Walls	Plaster Skim Coat (White)	ND
Interior (1st Floor) - Rooms - Walls	Plaster Skim Coat (White)	ND
Interior (1st Floor) - Rooms - Walls	Plaster Skim Coat (White)	ND
Interior (1st Floor) - Rooms - Ceilings	White Textured Popcorn Paint	ND

Material Location Sampled	Material Description	Asbestos Content
Interior (1st Floor) - Rooms - Ceilings	White Textured Popcorn Paint	ND
Interior (1st Floor) - Rooms - Ceilings	White Textured Popcorn Paint	ND
Interior (1st Floor) - Northeast Stairwell	Brown Mottle Stair Tread	ND
Interior (1st Floor) - Northeast Stairwell	Brown Mottle Stair Tread	ND
Brown Mottle Stair Tread Interior (1st Floor) - Northeast Stairwell	Yellow Adhesive	ND
Brown Mottle Stair Tread Interior (1st Floor) - Northeast Stairwell	Yellow Adhesive	ND
1”x2" (Green) Ceramic Floor Tile Interior (1st Floor) - Southeast Bath - Floor	Gray Grout	ND
1”x2" (Green) Ceramic Floor Tile Interior (1st Floor) - Southeast Bath - Floor	Gray Grout	ND
1”x2" (Green) Ceramic Floor Tile Interior (1st Floor) - Southeast Bath - Floor	Gray Adhesive	ND
1”x2" (Green) Ceramic Floor Tile Interior (1st Floor) - Southeast Bath - Floor	Gray Adhesive	ND
4" Ceramic Wall Tile Interior (1st Floor) - Southeast Bath - Walls	White Grout	ND
4" Ceramic Wall Tile Interior (1st Floor) - Southeast Bath - Walls	White Grout	ND

Material Location Sampled	Material Description	Asbestos Content
4" Ceramic Wall Tile Interior (1st Floor) - Southeast Bath - Walls	Gray Adhesive	ND
4" Ceramic Wall Tile Interior (1st Floor) - Southeast Bath - Walls	Gray Adhesive	ND
Interior (2nd Floor) - (West Room) Kitchen	2’x2' Suspended Ceiling Tile (Fissure)	ND
Interior (2nd Floor) - (West Room) Kitchen	2’x2' Suspended Ceiling Tile (Fissure)	ND
Exterior - Roof	3-Tan Asphalt Shingle	ND
Exterior - Roof	3-Tan Asphalt Shingle	ND
Exterior - Roof	3-Tan Asphalt Shingle	ND
Interior (1st Floor) - Chapel - Ceiling	1’x1' Tongue & Groove Tile (Fissure)	ND
Interior (1st Floor) - Confessional - Wall	1’x1' Tongue & Groove Tile (Fissure)	ND
1’x1' Tongue & Groove Tile (Fissure) Interior (1st Floor) - Chapel - Ceiling	Brown Glue Daub	ND
1’x1' Tongue & Groove Tile (Fissure) Interior (1st Floor) - Confessional - Wall	Brown Glue Daub	ND
Interior (2nd Floor) - West Room/Kitchen	Small-Pattern Linoleum Sheet Floor	ND
Interior (2nd Floor) - West Room/Kitchen	Small-Pattern Linoleum Sheet Floor	ND
Small-Pattern Linoleum Sheet Floor Interior (2nd Floor) - West Room/Kitchen	White Backing	ND
Small-Pattern Linoleum Sheet Floor Interior (2nd Floor) - West Room/Kitchen	White Backing	ND

Material Location Sampled	Material Description	Asbestos Content
Small-Pattern Linoleum Sheet Floor Interior (2nd Floor) - West Room/Kitchen	Yellow Adhesive	ND
Small-Pattern Linoleum Sheet Floor Interior (2nd Floor) - West Room/Kitchen	Yellow Adhesive	ND
Beneath Small-Pattern Linoleum Sheet Floor Interior (2nd Floor) - West Room/Kitchen	Large-Pattern Linoleum Sheet Floor	ND
Beneath Small-Pattern Linoleum Sheet Floor Interior (2nd Floor) - West Room/Kitchen	Large-Pattern Linoleum Sheet Floor	ND
Large-Pattern Linoleum Sheet Floor Interior (2nd Floor) - West Room/Kitchen	Cream Backing	ND
Large-Pattern Linoleum Sheet Floor Interior (2nd Floor) - West Room/Kitchen	Cream Backing	ND
Beneath Large-Pattern Linoleum Sheet Floor Interior (2nd Floor) - West Room/Kitchen	Black Adhesive	ND
Beneath Large-Pattern Linoleum Sheet Floor Interior (2nd Floor) - West Room/Kitchen	Black Adhesive	ND
Carpet Interior (2nd Floor) - Hall/Rooms	Brown Adhesive	ND
Carpet Interior (2nd Floor) - Hall/Rooms	Brown Adhesive	ND
Interior (2nd Floor) - Northeast Kitchen	**Black Sink Undercoating**	**10.0%**
Interior (2nd Floor) - Northeast Kitchen	Black Sink Undercoating	POS

Material Location Sampled	Material Description	Asbestos Content
Interior - Basement - Kitchen - Floor	12" Gray Mottle Floor Tile (Checker Pattern)	ND
Interior - Basement - Kitchen - Floor	12" Gray Mottle Floor Tile (Checker Pattern)	ND
Interior - Basement - Kitchen - Floor	12" Red Mottle Floor Tile (Checker Pattern)	ND
Interior - Basement - Kitchen - Floor	12" Red Mottle Floor Tile (Checker Pattern)	ND
12" Gray/Red Mottle Floor Tile Interior - Basement - Kitchen	Yellow Mastic	ND
12" Gray/Red Mottle Floor Tile Interior - Basement - Kitchen	Yellow Mastic	ND
Interior - Basement - Common Area	12" Blue Mottle Floor Tile	ND
Interior - Basement - Common Area	12" Blue Mottle Floor Tile	ND
Interior - Basement - Office	12" Cream Mottle Floor Tile	ND
Interior - Basement - Office	12" Cream Mottle Floor Tile	ND
Beneath all Floor Tile Interior - Basement - Kitchen	Gray Leveler	ND
Beneath all Floor Tile Interior - Basement - Common Area	Gray Leveler	ND
Interior - Basement - Office	Gray Leveler	ND
Interior - Basement - Kitchen	4" Gray Cove Base	ND
Interior - Basement - Common Area	4" Gray Cove Base	ND
4" Gray Cove Base Interior - Basement - Hallway	Dark Yellow Adhesive	ND

Material Location Sampled	Material Description	Asbestos Content
4" Gray Cove Base Interior - Basement - Offices	Dark Yellow Adhesive	ND
Interior - Basement - Pipes (on Fiber Glass Insulation) (Going into Walls)	**Gray "Hard Packed" Pipe Fitting Insulation**	**5.0%**
Interior - Basement - Pipes (on Fiber Glass Insulation) (Going into Walls)	Gray "Hard Packed" Pipe Fitting Insulation	POS
Interior - Basement - Pipes (on Fiber Glass Insulation) (Going into Walls)	Gray "Hard Packed" Pipe Fitting Insulation	POS
Interior - Basement - Pipes	Pipe Insulation Paper	ND
Interior - Basement - Pipes	Pipe Insulation Paper	ND
Interior - Basement - Pipes	Pipe Insulation Paper	ND
Pipe Insulation Paper Interior - Basement - Pipes	Yellow Adhesive	ND
Pipe Insulation Paper Interior - Basement - Pipes	Yellow Adhesive	ND
Pipe Insulation Paper Interior - Basement - Pipes	Yellow Adhesive	ND
Interior - Basement - Kitchen	Gypsum Board (White/Pink)	ND
Interior - Basement - Kitchen Closet	Gypsum Board (White/Pink)	ND
Gypsum Board (White/Pink) Interior - Basement - Kitchen Walls	White Joint Compound	ND
Gypsum Board (White/Pink) Interior - Basement - Kitchen Walls	White Joint Compound	ND
Gypsum Board (White/Pink) Interior - Basement - Common Area	White Joint Compound	ND

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EMSL Order:	132503537
Customer ID:	MMAC42
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Project ID:	

Attention:	Keith Allard SLR International Corporation 2 Commerce Drive, Suite 110 Bedford, NH 03110	**Phone:**	(603) 289-1951
		Fax:	
		Received Date:	06/23/2025 9:10 AM
		Analysis Date:	06/27/2025 - 06/28/2025
		Collected Date:	
Project:	144.021768.00001 - Convent AHERA		

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
001A *132503537-0001*	Exterior - Decorative Windows - White Caulk (also on Basement Windows)	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
001B *132503537-0002*	Exterior - Decorative Windows - White Caulk (also on Basement Windows)	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
002A *132503537-0003*	Exterior - Decorative Windows - White Glaze	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
002B *132503537-0004*	Exterior - Decorative Windows - White Glaze	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
003A *132503537-0005*	Exterior - South/East Entry - White Textured Ceiling Paint	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
003B *132503537-0006*	Exterior - South/East Entry - White Textured Ceiling Paint	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
004A *132503537-0007*	Exterior - Side Windows (& Granite Sill to Wood Frame) - Replacement Glass Caulk	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
004B *132503537-0008*	Exterior - Side Windows (& Granite Sill to Wood Frame) - Replacement Glass Caulk	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
005A *132503537-0009*	Exterior - Wood Windows - White Glaze	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
005B *132503537-0010*	Exterior - Wood Windows - White Glaze	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
006A *132503537-0011*	1st Floor Interior - South Entry Foyer - 9x9" Red Mottle FT	Red Non-Fibrous Homogeneous		95% Non-fibrous (Other)	**5% Chrysotile**
006B *132503537-0012*	1st Floor Interior - Main Hallway(s) - 9x9" Red Mottle FT				**Positive Stop (Not Analyzed)**
007A *132503537-0013*	1st Floor Interior - South Entry Foyer [Same on Floor #2 (Except Hall)] - 9x9" Gray Mottle FT	Tan Non-Fibrous Homogeneous		95% Non-fibrous (Other)	**5% Chrysotile**

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Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
007B *132503537-0014*	1st Floor Interior - Main Hallway(s) [Same on Floor #2 (Except Hall)] - 9x9" Gray Mottle FT				**Positive Stop (Not Analyzed)**
008A *132503537-0015*	1st Floor Interior - Office (adj. to Chapel) [Same on Floor #2 (Except Hall)] - 9x9" Green Mottle FT	Green Non-Fibrous Homogeneous		95% Non-fibrous (Other)	**5% Chrysotile**
008B *132503537-0016*	1st Floor Interior - Office (adj. to Chapel) [Same on Floor #2 (Except Hall)] - 9x9" Green Mottle FT				**Positive Stop (Not Analyzed)**
009A *132503537-0017*	1st Floor Interior - South Entry [Same on Floor #2 (Except Hall)] - Black Mastic (assoc. w. 006, 007 & 008)	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
009B *132503537-0018*	1st Floor Interior - Main Halls [Same on Floor #2 (Except Hall)] - Black Mastic (assoc. w. 006, 007 & 008)	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
010A *132503537-0019*	1st Floor Interior - East Corner Bedroom [Same on Floor #2 (Except Hall)] - 9x9" Blue Mottle FT	Blue Non-Fibrous Homogeneous		95% Non-fibrous (Other)	**5% Chrysotile**
010B *132503537-0020*	1st Floor Interior - East Corner Bedroom [Same on Floor #2 (Except Hall)] - 9x9" Blue Mottle FT				**Positive Stop (Not Analyzed)**
011A *132503537-0021*	1st Floor Interior - Chapel (beneath Carpet) [Same on Floor #2 (Except Hall)] - 9x9" Brown Mottle FT	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
011B *132503537-0022*	1st Floor Interior - Chapel (beneath Carpet) [Same on Floor #2 (Except Hall)] - 9x9" Brown Mottle FT	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
012A *132503537-0023*	1st Floor Interior - Chapel (beneath Carpet) [Same on Floor #2 (Except Hall)] - Yellow Carpet Adhesive	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
012B *132503537-0024*	1st Floor Interior - Chapel (beneath Carpet) [Same on Floor #2 (Except Hall)] - Yellow Carpet Adhesive	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

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Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
013A *132503537-0025*	1st Floor Interior - NW Bedroom Light - Light Heat Paper (Foil Tan)	White Fibrous Homogeneous	30% Cellulose	20% Non-fibrous (Other)	**50% Chrysotile**
013B *132503537-0026*	1st Floor Interior - NW Bedroom Light - Light Heat Paper (Foil Tan)				**Positive Stop (Not Analyzed)**
014A *132503537-0027*	1st Floor Interior - Main Halls - 4" Brown Cove Base	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
014B *132503537-0028*	1st Floor Interior - Entry Foyer - 4" Brown Cove Base	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
015A *132503537-0029*	1st Floor Interior - Main Halls - Brown Adhesive (assoc. w. 014)	Brown/Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
015B *132503537-0030*	1st Floor Interior - Entry Foyer - Brown Adhesive (assoc. w. 014)	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
016A *132503537-0031*	1st Floor Interior - Halls - Walls - Plaster Base Coat (Gray)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
016B *132503537-0032*	1st Floor Interior - Rooms - Walls - Plaster Base Coat (Gray)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
016C *132503537-0033*	1st Floor Interior - Halls - Walls - Plaster Base Coat (Gray)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
016D *132503537-0034*	1st Floor Interior - Rooms - Walls - Plaster Base Coat (Gray)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
016E *132503537-0035*	1st Floor Interior - Entry Foyer - Walls - Plaster Base Coat (Gray)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
018A *132503537-0036*	Interior (1st Floor) - Halls - Walls - Plaster Skim Coat (White)	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
018B *132503537-0037*	Interior (1st Floor) - Halls - Walls - Plaster Skim Coat (White)	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
018C *132503537-0038*	Interior (1st Floor) - Halls - Walls - Plaster Skim Coat (White)	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
018D *132503537-0039*	Interior (1st Floor) - Rooms - Walls - Plaster Skim Coat (White)	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
018E *132503537-0040*	Interior (1st Floor) - Rooms - Walls - Plaster Skim Coat (White)	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
019A *132503537-0041*	Interior (1st Floor) - Rooms - Ceilings - White Textured Popcorn Paint	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

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			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
019B *132503537-0042*	Interior (1st Floor) - Rooms - Ceilings - White Textured Popcorn Paint	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
019C *132503537-0043*	Interior (1st Floor) - Rooms - Ceilings - White Textured Popcorn Paint	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
020A *132503537-0044*	Interior (1st Floor) - NE Stairwell - Brown Mottle Stair Tread	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
020B *132503537-0045*	Interior (1st Floor) - NE Stairwell - Brown Mottle Stair Tread	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
021A *132503537-0046*	Interior (1st Floor) - NE Stairwell - Yellow Adhesive (assoc. w. 020)	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
021B *132503537-0047*	Interior (1st Floor) - NE Stairwell - Yellow Adhesive (assoc. w. 020)	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
022A *132503537-0048*	Interior (1st Floor) - SE Bath - Floor - 1x2" (Green) Cer. FT Grout (Gray)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
022B *132503537-0049*	Interior (1st Floor) - SE Bath - Floor - 1x2" (Green) Cer. FT Grout (Gray)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
023A *132503537-0050*	Interior (1st Floor) - SE Bath - Floor - 1x2" (Green) Cer. FT Adhesive (Gray)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
023B *132503537-0051*	Interior (1st Floor) - SE Bath - Floor - 1x2" (Green) Cer. FT Adhesive (Gray)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
024A *132503537-0052*	Interior (1st Floor) - SE Bath - Walls - 4" Cer. WT (Brown) Grout (White)	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
024B *132503537-0053*	Interior (1st Floor) - SE Bath - Walls - 4" Cer. WT (Brown) Grout (White)	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
025A *132503537-0054*	Interior (1st Floor) - SE Bath - Walls - 4" Cer. WT (Brown) Adhesive (Gray)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
025B *132503537-0055*	Interior (1st Floor) - SE Bath - Walls - 4" Cer. WT (Brown) Adhesive (Gray)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
026A *132503537-0056*	Interior (2nd Floor) - (West Room) Kitchen - 2x2' Susp. CT (Fissure)	Gray/White Fibrous Homogeneous	80% Cellulose	20% Non-fibrous (Other)	None Detected

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			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
026B *132503537-0057*	Interior (2nd Floor) - (West Room) Kitchen - 2x2' Susp. CT (Fissure)	Gray/White Fibrous Homogeneous	80% Cellulose	20% Non-fibrous (Other)	None Detected
027A *132503537-0058*	Exterior - Roof - 3-Tan Asphalt Shingle	Black Fibrous Homogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
027B *132503537-0059*	Exterior - Roof - 3-Tan Asphalt Shingle	Black Fibrous Homogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
027C *132503537-0060*	Exterior - Roof - 3-Tan Asphalt Shingle	Black Fibrous Homogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
028A *132503537-0061*	Interior (1st Floor) - Chapel - Ceiling - 1x1' T&G Tile (Fissure)	Gray/White Fibrous Homogeneous	80% Min. Wool	20% Non-fibrous (Other)	None Detected
028B *132503537-0062*	Interior (1st Floor) - Confessional - Wall - 1x1' T&G Tile (Fissure)	Gray/White Fibrous Homogeneous	80% Min. Wool	20% Non-fibrous (Other)	None Detected
029A *132503537-0063*	Interior (1st Floor) - Chapel - Ceiling - Brown Glue Daub (assoc. w. 028)	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
029B *132503537-0064*	Interior (1st Floor) - - Confessional - Wall - Brown Glue Daub (assoc. w. 028)	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
030A *132503537-0065*	Interior (2nd Floor) - West Room/Kitchen - Small-Pattern Linol. Sheet Floor	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
030B *132503537-0066*	Interior (2nd Floor) - West Room/Kitchen - Small-Pattern Linol. Sheet Floor	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
031A *132503537-0067*	Interior (2nd Floor) - West Room/Kitchen - White Backing (assoc. w. 030)	White Fibrous Homogeneous	80% Cellulose	20% Non-fibrous (Other)	None Detected
031B *132503537-0068*	Interior (2nd Floor) - West Room/Kitchen - White Backing (assoc. w. 030)	White Fibrous Homogeneous	80% Cellulose	20% Non-fibrous (Other)	None Detected
032A *132503537-0069*	Interior (2nd Floor) - West Room/Kitchen - Yellow Adhesive (assoc. w. 030 & 031)	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
032B *132503537-0070*	Interior (2nd Floor) - West Room/Kitchen - Yellow Adhesive (assoc. w. 030 & 031)	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
033A *132503537-0071*	Interior (2nd Floor) - West Room/Kitchen (beneath 030, 031, 032) - LG Pattern Linol. Sheet Floor	Tan/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

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			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
033B *132503537-0072*	Interior (2nd Floor) - West Room/Kitchen (beneath 030, 031, 032) - LG Pattern Linol. Sheet Floor	Tan/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
034A *132503537-0073*	Interior (2nd Floor) - West Room/Kitchen (beneath 030, 031, 032) - Cream Backing (assoc. w. 033)	White Fibrous Homogeneous	80% Cellulose	20% Non-fibrous (Other)	None Detected
034B *132503537-0074*	Interior (2nd Floor) - West Room/Kitchen (beneath 030, 031, 032) - Cream Backing (assoc. w. 033)	White Fibrous Homogeneous	80% Cellulose	20% Non-fibrous (Other)	None Detected
035A *132503537-0075*	Interior (2nd Floor) - West Room/Kitchen (beneath 030, 031, 032) - Black Adhesive (beneath 034)	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
035B *132503537-0076*	Interior (2nd Floor) - West Room/Kitchen (beneath 030, 031, 032) (& Most Likely 009) - Black Adhesive (beneath 034)	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
036A *132503537-0077*	Interior (2nd Floor) - Hall/Rooms (assoc. w. Carpet) - Brown Adhesive	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
036B *132503537-0078*	Interior (2nd Floor) - Hall/Rooms (assoc. w. Carpet) - Brown Adhesive	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
037A *132503537-0079*	Interior (2nd Floor) - NE Kitchen - Black Sink Undercoating	Black Non-Fibrous Homogeneous		90% Non-fibrous (Other)	**10% Chrysotile**
037B *132503537-0080*	Interior (2nd Floor) - NE Kitchen - Black Sink Undercoating				**Positive Stop (Not Analyzed)**
038A *132503537-0081*	Interior - Basement - Kitchen - Floor - 12" Gray Mottle FT (Checker Pattern)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
038B *132503537-0082*	Interior - Basement - Kitchen - Floor - 12" Gray Mottle FT (Checker Pattern)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
039A *132503537-0083*	Interior - Basement - Kitchen - Floor - 12" Red Mottle FT (Checker Pattern)	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
039B *132503537-0084*	Interior - Basement - Kitchen - Floor - 12" Red Mottle FT (Checker Pattern)	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
040A *132503537-0085*	Interior - Basement - Kitchen - Mastic (Yellow) assoc. w. 038, 039 & 041 & 042	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

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			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
040B *132503537-0086*	Interior - Basement - Kitchen - Mastic (Yellow) assoc. w. 038, 039 & 041 & 042	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041A *132503537-0087*	Interior - Basement - Common Area - 12" Blue Mottle FT	Blue Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
041B *132503537-0088*	Interior - Basement - Common Area - 12" Blue Mottle FT	Blue Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
042A *132503537-0089*	Interior - Basement - Office - 12" Cream Mottle FT	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
042B *132503537-0090*	Interior - Basement - Office - 12" Cream Mottle FT	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
043A *132503537-0091*	Interior - Basement - Kitchen - Gray Leveler (beneath all FT in Basement)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
043B *132503537-0092*	Interior - Basement - Common Area - Gray Leveler (beneath all FT in Basement)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
043C *132503537-0093*	Interior - Basement - Office - Gray Leveler (beneath all FT in Basement)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
044A *132503537-0094*	Interior - Basement - Kitchen - 4" Gray Cove Base	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
044B *132503537-0095*	Interior - Basement - Common Area - 4" Gray Cove Base	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
045A *132503537-0096*	Interior - Basement - Hallway - Dark Yellow Adhesive (assoc. w. 044)	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
045B *132503537-0097*	Interior - Basement - Offices - Dark Yellow Adhesive (assoc. w. 044)	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
046A *132503537-0098*	Interior - Basement - Pipes (on FG Insul.) (Going into Walls) - Gray "Hard Packed" Pipe Fitting Insul.	Gray Fibrous Homogeneous	75% Min. Wool	20% Non-fibrous (Other)	**5% Chrysotile**
046B *132503537-0099*	Interior - Basement - Pipes (on FG Insul.) (Going into Walls) - Gray "Hard Packed" Pipe Fitting Insul.				**Positive Stop (Not Analyzed)**
046C *132503537-0100*	Interior - Basement - Pipes (on FG Insul.) (Going into Walls) - Gray "Hard Packed" Pipe Fitting Insul.				**Positive Stop (Not Analyzed)**
047A *132503537-0101*	Interior - Basement - Pipes - Pipe Insul. Paper	White/Silver Fibrous Homogeneous	85% Cellulose 5% Glass	10% Non-fibrous (Other)	None Detected

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Customer PO:
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
047B *132503537-0102*	Interior - Basement - Pipes - Pipe Insul. Paper	White/Silver Fibrous Homogeneous	85% Cellulose 5% Glass	10% Non-fibrous (Other)	None Detected
047C *132503537-0103*	Interior - Basement - Pipes - Pipe Insul. Paper	White/Silver Fibrous Homogeneous	85% Cellulose 5% Glass	10% Non-fibrous (Other)	None Detected
048A *132503537-0104*	Interior - Basement - Pipes - Adhesive (Yellow) (assoc. w. 047)	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
048B *132503537-0105*	Interior - Basement - Pipes - Adhesive (Yellow) (assoc. w. 047)	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
048C *132503537-0106*	Interior - Basement - Pipes - Adhesive (Yellow) (assoc. w. 047)	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
049A *132503537-0107*	Interior - Basement - Kitchen - Gypsum Board (White/Pink)	Tan/White Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
049B *132503537-0108*	Interior - Basement - Kitchen Closet - Gypsum Board (White/Pink)	Tan/White Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
050A *132503537-0109*	Interior - Basement - Kitchen Walls - Joint Compound (White) assoc. w. 049	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
050B *132503537-0110*	Interior - Basement - Kitchen Walls - Joint Compound (White) assoc. w. 049	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
050C *132503537-0111*	Interior - Basement - Common Area - Joint Compound (White) assoc. w. 049	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Analyst(s)
Kevin Pine (103)

Steve Grise, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 “Interim Method”) but augmented with procedures outlined in the 1993 (”final”) version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Woburn, MA NVLAP Lab Code 101147-0, CT PH-0315, MA AA000188, RI PLM00139, VT AL998919, ME LB-0039

Initial report from: 06/28/2025 07:39:30

OrderID: 132503537

Asbestos Bulk Building Materials - Chain of Custody

EMSL Order Number / Lab Use Only: **132503537**

EMSL Analytical, Inc.
200 Route 130 North
Cinnaminson, NJ 08077
PHONE: (800) 220-3675
EMAIL: CinnAsblab@EMSL.com

EMSL ANALYTICAL, INC.
TESTING LABS • PRODUCTS • TRAINING

Customer Information		Billing Information	
Customer ID:	MMAC42	Billing ID:	
Company Name:	SLR International Corporation	Company Name:	SLR International Corporation
Contact Name:	Keith Allard / Ryan Rouillard	Billing Contact:	Keith Allard / Ryan Rouillard
Street Address:	2 Commerce Drive, Suite 110	Street Address:	2 Commerce Drive, Suite 110
City, State, Zip:	Bedford, NH 03110	City, State, Zip:	Bedford, NH 03110
Country:	US	Country:	US
Phone:	603 289-1951 / 781 603-5375	Phone:	603 289-1951 / 781 603-5375
Email(s) for Report:	kallard@slrconsulting.com / rrouillard@slrconsulting.com	Email(s) for Invoice:	AP-US@slrconsulting.com

Project Information

Project Name/No: 144.021768.00001 - Convent AHERA
Purchase Order:
EMSL LIMS Project ID: (If applicable, EMSL will provide)
US State where samples collected: CT
State of Connecticut (CT) must select project location: ☐ Commercial (Taxable) ☐ Residential (Non-Taxable)
Sampled By Name: Ryan Rouillard
Sampled By Signature:
No. of Samples in Shipment: 111

Turn-Around-Time (TAT)

☐ 3 Hour ☐ 6 Hour ☐ 24 Hour ☐ 32 Hour ☐ 48 Hour ☐ 72 Hour ☐ 96 Hour ☑ 1 Week ☐ 2 Week

Please call ahead for large projects and/or turnaround times 6 Hours or Less. *32 Hour TAT available for select tests only; samples must be submitted by 11:30am.

Test Selection

PLM - Bulk (reporting limit)

☑ PLM EPA 600/R-93/116 (<1%)
☐ PLM EPA NOB (<1%)
☐ POINT COUNT
☐ 400 (<0.25%) ☐ 1,000 (<0.1%)
POINT COUNT w/ GRAVIMETRIC
☐ 400 (<0.25%) ☐ 1,000 (<0.1%)
☐ NIOSH 9002 (<1%)
☐ NYS 198.1 (Friable - NY)
☐ NYS 198.6 NOB (Non-Friable - NY)
☐ NYS 198.8 (Vermiculite SM-V)

TEM - Bulk

☐ TEM - Bulk
☐ TEM EPA NOB
☐ NYS NOB 198.4 (Non-Friable-NY)
☐ TEM EPA 600/R-93/116 w Milling Prep (0.1%)

Other Tests (please specify)

☑ Positive Stop - Clearly Identified Homogeneous Areas (HA)

Sample Number	HA Number	Sample Location	Material Description
001A		Exterior - Decorative Windows	WHITE CAULK
B			
002A			WHITE GLAZE
B			
003A		- South/Front Entry	WHITE TEXTURED CEILING
B			
004A		- Side Windows (Granite Sill & wood frame)	Replacement GLASS Caulk
B			
005A		- Wood Windows	WHITE GLAZE
B			

(Also on different windows)

Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)

RUSH 9to10 (2/2)

Method of Shipment:		Sample Condition Upon Receipt:	
Relinquished by:	Date/Time: 6/20/2025	Received by: EMSL-BOSTON JUN 23 2025	Date/Time
Relinquished by:	Date/Time:	Received by: efx 7918.1854.5351	Date/Time

Controlled Document - Asbestos Bulk R5 03/18/2021

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Page 1 of 6

OrderID: 132503537

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Asbestos Bulk Building Materials - Chain of Custody

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Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)

Sample Number	HA Number	Sample Location	Material Description
006A		1st Fl Interior - South Entry Foyer	9"x9" Red Mottle F/T
B		- Main Hallway(s)	
007A		- South Entry Foyer	9"x9" Gray Mottle F/T
B		- Main Hallway(s)	
008A		- Office (Adj. to Chapel)	9"x9" Green Mottle F/T
B			
009A		- South Entry (Same as for #2 Except Hall)	Black Mastic (Assoc. w/ 006, 007 & 008 + 010)
B		- Main Halls	
010A		- East Corner Bedroom	9"x9" Blue Mottle F/T
B			
011A		- Chapel (Behind Altar)	9"x9" Brown Mottle F/T
B			
012A			Yellow Carpet Adhesive
B			
013A		- N.W. Bedroom Closet	Light Heat Paper (Foil Tan)
B			
014A		- Main Halls	4" Brown Cove Base
B		- Entry Foyer	
015A		- Main Halls	Brown Adhesive (Assoc. w/ 014)
B		- Entry Foyer	
016A		- Halls - walls	Plaster Base Coat (Gray)
B		- Rooms	
C		- Halls	
D		- Rooms	
E		- Entry Foyer	

Method of Shipment:		Sample Condition Upon Receipt:	
Relinquished by:	Date/Time: 6/20/25	Received by:	Date/Time
Relinquished by:	Date/Time:	Received by: REC'D EMSL-BOSTON JUN 23 2025	Date/Time

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Sample Number	HA Number	Sample Location	Material Description
018A		Interior (1st FLR) - Halls - walls	Plaster Skim Coat (WHT)
B			
C			
D		- Rooms	
E			
019A		- Ceilings	WHT. Textured Popcorn Paint
B			
C			
020A		- N.E. Stairwell	Brown Mottle Sheetrock
B			
021A			Yellow Adhesive (Assoc. w/020)
B			
022A		- S.E. Bath - FLR	1"x2" Ceil. (Grn) P/T Grout (Gray)
B			
023A			Adhesive (Gray)
B			
024A		- walls	4" Ceil. w/T (Brown) Grout (White)
B			
025A			Adhesive (Gray)
B			
026A		(2nd FLR) - (West Room / Kitchen)	2'x2' Susp. C/T (Assume)
B			
027A		Exterior - Roof	3-TAB Asphalt Shingle
B			
C			

Method of Shipment:			Sample Condition Upon Receipt:		
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Relinquished by:		Date/Time:	Received by:		Date/Time

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Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)

Sample Number	HA Number	Sample Location	Material Description
028 A		Interior (1st FLR) - Chapel - Ceiling	1'x1' TAN TILE (Assoc w/ 029)
B		- Confessional - WALL	
029 A		- Chapel - Ceiling	BROWN GLUE DAUB (Assoc w/ 028)
B		- Confessional - WALL	
030 A		(2nd FLR) - West Lav/Kitchen	SMALL - Pattern Vinyl Sheet FLR
B			
031 A			WHT BACKING (Assoc w/ 030)
B			
032 A			Yellow Adhesive (Assoc w/ 030 & 031)
B			
033 A			LG. Pattern Vinyl Sheet FLR (Beneath 030, 031, 032)
B			
034 A			CREAM BACKING (Assoc w/ 033)
B			
035 A			BLACK Adhesive (Beneath 034)
B		(+most likely 009)	
036 A		- Hall/Rooms	Brown Adhesive (Assoc w/ carpet)
B			
037 A		- N.E. Kitchen	BLACK Sink Undercoating
B			
038 A		Basement - Kitchen - FLR	12" GRAY Mottle F/T (Checker Pattern)
B			
039 A			12" Red Mottle F/T (Checker Pattern)
B			

Method of Shipment:			Sample Condition Upon Receipt:		
Relinquished by:		Date/Time: 6/20/25	Received by: REC'D EMSL-BOSTON JUN 23 2025		Date/Time
Relinquished by:		Date/Time:	Received by:		Date/Time

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Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)

Sample Number	HA Number	Sample Location	Material Description
040A		Exterior - Basement - Kitchen	Mastic (Yellow) Assoc w/ 038 & 039 & 041 & 042
B			
041A		- Common Area	12" Blue Mottle F/T
B			
042A		- office	12" Cream Mottle F/T
B			
043A		- Kitchen	Gray Leveler (beneath all F/T in Basement)
B		- Common Area	
C		- office	
044A		- Kitchen	4" Gray Cove Base
B		- Common Area	
045A		- Hallway	Blk-Yellow Adhesive (Assoc w/ 044)
B		- Offices	
046A		- Pipes into Crawl Space (Office Insul.)	Gray "Hard-Packed" Pipe Fitting Insul.
B			
C			
047A			Pipe Insul. Paper
B			
C			
048A			Adhesive (Yellow) (Assoc w/ 047)
B			
C			
049A		- Kitchen	Gypsum Board (Wall & Ceiling)
B		- Kitchen Closet	

Method of Shipment:		Sample Condition Upon Receipt	
Relinquished by:	Date/Time: 6/20/25	Received by: REC'D EMSL-BOSTON JUN 23 2025	Date/Time
Relinquished by:	Date/Time:	Received by:	Date/Time

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Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)

Sample Number	HA Number	Sample Location	Material Description
050A		Inside for - Basement - Kitchen WALLS	Joint Compound (w/ HT ASSOC, w/ 049
B		-	
C		- Common Area	

4.2 Remaining ACM

The following abbreviations were used in the inspection Assessment Table that follows:

SF = Square Feet LF = Linear Feet EA = Each NF = Nonfriable F = Friable

The assessment is divided into the physical assessment and the hazard potential assessment as follows:

The physical assessment is divided into the following seven categories and describes the material condition at the time of the inspection:

Physical Condition #1 – Damaged or significantly damaged thermal insulation ACM

Physical Condition #2 – Damaged friable surfacing ACM

Physical Condition #3 – Significantly damaged friable surfacing ACM

Physical Condition #4 – Damaged or significantly damaged friable miscellaneous ACM

Physical Condition #5 – ACBM with potential for damage

Physical Condition #6 – ACBM with potential for significant damage

Physical Condition #7 – Any remaining friable ACBM or friable suspected ACBM

The hazard assessment is a combination of the physical assessment combined with the potential for disturbance (*i.e.*, physical contact, vibration air movement) as follows:

Hazard Rank #1 – Good condition/low potential for disturbance

Hazard Rank #2 – Good condition/moderate potential for disturbance

Hazard Rank #3 – Good condition/high potential for disturbance

Hazard Rank #4 – Damaged condition/low potential for disturbance

Hazard Rank #5 – Damaged condition/moderate potential for disturbance

Hazard Rank #6 – Damaged condition/high potential for disturbance

Hazard Rank #7 – Significantly damaged condition

The response action schedule determines the priority of the maintenance per the materials as follows:

#1 – High Priority to be addressed within 90 Days

#2 – Moderate/High Priority to be addressed within 6 months

#3 – Moderate/Low (low risk/material not readily accessible) Priority to be addressed prior to the next 3-year reinspection

#4 – Low Priority (no risk) to be addressed on an as-needed basis

Table 4: Chase Building ACM/ACBM Inventory and Conditions Assessment/Response Action Table

Material	Asbestos %	Location	Quantity, Friability, Category	Physical Condition	Hazard Rank	Response Action	Comments
9”x9" Red Mottle Floor Tile	5%	1st Floor - South Entry Foyer	Non-friable Miscellaneous	5	2	4	
9”x9" Gray Mottle Floor Tile	5%	1st Floor - South Entry Foyer 2nd Floor	Non-friable Miscellaneous	5	2	4	Not Hallways
9”x9" Green Mottle Floor Tile	5%	1st Floor - Office (adjacent to Chapel) 2nd Floor	Non-friable Miscellaneous	5	2	4	Not Hallways
9”x9" Blue Mottle Floor Tile	5%	1st Floor - East Corner Bedroom 2nd Floor	Non-friable Miscellaneous	5	2	4	Not Hallways
Heat Paper (Foil Tan)	50%	1st Floor - Northwest Bedroom Light	1 Light Non-friable Miscellaneous	5	1	4	
Black Sink Undercoating	10%	2nd Floor - Northeast Kitchen	1 Sink Non-friable Miscellaneous	5	1	4	
Gray "Hard Packed" Insulation	5%	Basement - Pipe Fittings	2 fittings Friable TSI	1	4	1	

4.3 Response Action Selection

The LEA must select and implement in a timely manner the appropriate response actions in 19a-333(5) consistent with the assessment conducted in 19a-333(5). The response actions selected shall be sufficient to protect human health and the environment. The LEA may then select, from the response actions which protect human health and the environment, that action which is the least burdensome. For purposes of determining which of these response actions is the least burdensome, the LEA may consider local circumstances, including occupancy and use patterns within the school building, and its economic concerns, including short-term and long-term costs. The response action must at a minimum meet the requirements as set forth in 19a-333-7 (a) through (h). No asbestos abatement shall be performed in a school building while school is in session during normal school hours without the prior written approval of the Department, except for an emergency project.

If damaged or significantly damaged thermal system insulation ACM is present in a building, the LEA must:

1 Repair the damaged area; or

2 Remove the damaged material if it is not feasible, due to technological factors, to repair the damage; and

3 Maintain all thermal system insulation ACM and its covering in an intact state and undamaged condition.

If damaged friable surfacing ACM or damaged friable miscellaneous ACM is present in a building, the LEA must select the response actions that best protects human health and the environment from among the following:

1 Encapsulation;

2 Enclosure;

3 Removal; or

4 Repair.

If significantly damaged friable surfacing ACM or significantly damaged friable miscellaneous ACM is present in a building the LEA must:

1 Immediately isolate the functional space and restrict access, unless the licensed management planner determines that isolation is not necessary to protect human health and the environment; and

2 Remove the material in the functional space or, depending upon whether the licensed management planner determines that enclosure or encapsulation would be sufficient to protect human health and the environment, enclose or encapsulate.

If any friable surfacing ACM, thermal system ACM, or friable miscellaneous ACM that has potential for damage is present in a building, the LEA must at least implement an O&M program, as described under 19a-333(7).

If any friable surfacing ACM, thermal system insulation ACM, or friable miscellaneous ACM that has potential for significant damage is present in a building, the LEA must:

1 Implement an O & M program as described under 19a-333(7);

2 Immediately isolate the area and restrict access if necessary to avoid an imminent and substantial endangerment to human health or the environment;

3 Institute preventive measures appropriate to eliminate the reasonable likelihood that the ACM or its covering will become significantly damaged, deteriorated, or delaminated; and

4 Remove the material as soon as possible if appropriate preventive measures cannot be effectively implemented. Or, unless other response actions are determined to protect human health and the environment, immediately isolate the area and restrict access if necessary to avoid an imminent and substantial endangerment to human health or the environment.

Response actions including removal, encapsulation, enclosure, or repair, other than small-scale, short-duration repairs, must be designed and conducted by persons licensed to design and conduct response actions.

4.4 Completion of Response Actions

1 At the conclusion of any action to remove, encapsulate, or enclose ACBM or material assumed to be ACBM, an accredited person designated by the local education agency shall visually inspect each functional space where such action was conducted to determine whether the action has been properly completed.

2 An accredited person designated by the local education agency shall collect air samples using aggressive sampling as described in Appendix A to 40 CFR Part 763 Subpart E, as amended, to monitor air for clearance after each removal, encapsulation, and enclosure project involving ACBM, except for projects that are spot repairs as defined in section 19a-332a-1 of the regulations of Connecticut State Agencies.

3 Local education agencies shall have air samples collected under this section analyzed for asbestos using laboratories accredited by the National Institute of Standards and Technology to conduct such analysis using transmission electron microscopy (TEM) or, under circumstances permitted in this section, laboratories enrolled in the American Industrial Hygiene Association Proficiency Analytical Testing Program for phase contrast microscopy (PCM).

4 Except as provided in subdivisions (5) and (6) of this subsection, an action to remove, encapsulate, or enclose ACBM shall be considered complete when the average concentration of asbestos of five (5) air samples collected within the affected functional space and analyzed by the TEM method in Appendix A to 40 CFR Part 763 Subpart E, as amended, is not statistically significantly different, as determined by the Z-test calculation found in Appendix A from the average asbestos concentration of five (5) air samples collected at the same time outside the affected functional space and analyzed in the same manner, and the average asbestos concentration of the three (3) field blanks described in Appendix A is below the filter background level, as defined in Appendix A, of seventy structures per square millimeter (70 s/sq mm).

5 An action shall also be considered complete if the volume of air drawn for each of the five (5) samples collected within the affected functional space is equal to or greater than one thousand one hundred and ninety-nine liters (1,199 L) of air for a twenty-five millimeter (25 mm) filter or equal to or greater than two thousand seven hundred and ninety-nine liters (2,799 L) of air for a thirty-seven millimeter (37 mm) filter, and the

average concentration of asbestos as analyzed by the TEM method in Appendix A to 40 CFR Part 763 Subpart E, as amended, for the five (5) air samples does not exceed the filter background level, as defined in Appendix A, of seventy structures per square millimeter (70 s/sq mm). If the average concentration of asbestos of the five (5) air samples within the affected functional space exceeds seventy structures per square millimeter (70 s/sq mm), or if the volume of air in each of the samples is less than one thousand one hundred and ninety-nine liters (1,199 L) of air for a twenty-five millimeter (25 mm) filter or less than two thousand seven hundred and ninety-nine liters (2,799 L) of air for a thirty-seven millimeter (37 mm) filter the action shall be considered complete only when the requirements of subdivision (4) or (6) of this subsection are met.

6 At any time, a local education agency may analyze air monitoring samples collected for clearance purposes by phase contrast microscopy (PCM) to confirm completion of removal, encapsulation, or enclosure of ACBM that is greater than a spot repair as defined in section 19a-332a-1 of the regulations of Connecticut State Agencies, and less than or equal to one hundred and sixty (160) square feet or two hundred and sixty (260) linear feet. The action shall be considered complete when the results of samples collected in the affected functional space and analyzed by phase contrast microscopy using the most current National Institute for Occupational Safety & Health (NIOSH) Method 7400 as amended in the Federal Register, show that the concentration of fibers for each of the five (5) samples is less than or equal to a limit of quantitation for PCM - 0.01 fibers per cubic centimeter (0.01 f/cc) of air.

7 To determine the amount of ACBM affected under subdivision (6) of this subsection, the local education agency shall add the total square or linear footage of ACBM within the containment barriers used to isolate the functional space for the action to remove, encapsulate, or enclose the ACBM. Contiguous portions of material subject to such action conducted concurrently or at approximately the same time within the same school building shall not be separated to qualify under subdivision (6) of this subsection.

The requirements of this section in no way supersede the worker protection and work practice requirements under any applicable state regulations.

5.0 Closure

Should renovations be conducted that may utilize new building materials, the City of Waterbury shall obtain either safety data sheets (SDS) or an architect letter depicting "no asbestos-containing materials were utilized during the renovation activities of the site building." Should the City of Waterbury not obtain the SDS or architect letter, a supplemental inspection must be performed by an accredited and licensed Connecticut Asbestos Inspector and Management Planner. If the new/additional materials are found to contain asbestos, they must be presented within this management plan.

This document has been prepared by SLR. The material and data in this report were prepared under the supervision and direction of the undersigned.

Sincerely,

SLR International Corporation



Ryan D. Rouillard M.S., IH, CRMI
Principal - Hazardous Material Management
rrouillard@slrconsulting.com



Keith Allard, CHST
Associate Building Sciences Specialist
kallard@slrconsulting.com

Appendix A Periodic Surveillance

Waterbury School District - Convent

Asbestos Hazard Emergency Response Act Management Plan Report and Operation and Maintenance Program

236 Grand Street, Waterbury, CT 06702

SLR Project No.: 144.021768.00001

July 16, 2025

Periodic Surveillance

At least once every six (6) months after a management plan is in effect, each local education agency shall conduct periodic surveillance in each building that it leases, owns, or otherwise uses as a school building that contains ACBM or is assumed to contain ACBM. The reinspection required every three (3) years under subsection (b) of section 19a-333-3 of the regulations of Connecticut State Agencies will satisfy the six (6) month periodic surveillance requirement if the reinspection coincides with the date of the six (6) month surveillance inspection.

Each person performing periodic surveillance shall:

- Visually inspect all areas that are identified in the management plan as ACBM or assumed ACBM;
- record the date of the surveillance, his or her name, and any changes in the condition of the materials; and
- submit to the person designated to carry out general local education agency responsibilities under section 19a-333-2 of the regulations of Connecticut State Agencies a copy of such record for inclusion in the management plan.

Building Name: Convent

Address: 67 Southmayd Road

Printed name of person performing surveillance: _____

Signature of person performing surveillance: _____

Date of surveillance: _____

Material	Location	Condition of ACM/ACBM (Date if removed)	Comments
9”x9" Red Mottle Floor Tile	1st Floor - South Entry Foyer		
9”x9" Gray Mottle Floor Tile	1st Floor - South Entry Foyer 2nd Floor		
9”x9" Green Mottle Floor Tile	1st Floor - Office (adjacent to Chapel) 2nd Floor		
9”x9" Blue Mottle Floor Tile	1st Floor - East Corner Bedroom 2nd Floor		
Heat Paper (Foil Tan)	1st Floor - Northwest Bedroom Light		
Black Sink Undercoating	2nd Floor - Northeast Kitchen		
Gray "Hard Packed" Insulation	Basement - Pipe Fittings		

ASBESTOS REASSESSMENT EVALUATION FORM

Type of asbestos-containing material: _____

(Complete a separate form for each type of ACM in the facility.)

Location of asbestos-containing material (area or general description):

_____

_____

Abatement Status:

1. The material has been: ☐ removed, ☐ repaired, ☐ encapsulated, ☐ enclosed

Assessment:

1. Evidence of physical damage to ACM: ☐ none, ☐ delaminating, ☐ cracking, ☐ gouges, ☐ other (describe) _____

2. Evidence of water damage: ☐ none, ☐ fresh stain, ☐ old stain

3. Evidence of delamination or other damage: ☐ none, ☐ peeling

4. Accessibility of the material: ☐ easy, ☐ moderate, ☐ hard

5. Degree of activity near the material: ☐ high, ☐ moderate, ☐ low

6. Location in an air plenum, airshaft, or airstream: ☐ blowing on ACM, ☐ near ACM, ☐ not applicable

7. Other observations (including the condition of the encapsulant or enclosure, etc.)

_____

Signed: _____ Date: _____

(Evaluator)

O&M Plan Manager

*Recommended Action: ☐ None, Work Authorization Form No. _____

Signed: _____ Date_____

O&M Plan Manager

Appendix B Operation and Maintenance Program

Waterbury School District - Convent

Asbestos Hazard Emergency Response Act Management Plan Report and Operation and Maintenance Program

236 Grand Street, Waterbury, CT 06702

SLR Project No.: 144.021768.00001

July 16, 2025

WORK AUTHORIZATION FORM

Project/Maintenance work activities to be conducted:

_____

_____

_____

_____

Asbestos-Containing Materials (ACM)

☐ Materials have been tested for asbestos: ☐ Yes (in AHERA binder) ☐ No (contact PM)

If Yes:

☐ ACM is not present within the work area. Nearest ACM _____(feet away)

☐ ACM is present, but its disturbance is not anticipated. Nearest ACM _____(feet away)

☐ ACM is present and may be disturbed.

Requested by: _____ (print name)

Signed: _____ Date: _____

☐ DO NOT PROCEED ☐ Authorized to proceed

Signed: _____ Date: _____

O&M Plan Manager

☐ AQ 04 ASBESTOS NOTIFICATION FORM (ANF-001)

Submitted on _____(date)

☐ Licensed Asbestos Designer notified on _____(date)

I fully understand the risks and requirements necessary to conduct the above activities:

Signed: _____ Date: _____

(Worker/Contractor)

CERTIFICATE OF WORKER'S ACKNOWLEDGMENT

NOTICE: Working with asbestos can be dangerous. Inhaling asbestos fibers has been linked to lung cancer and other respiratory diseases. If you smoke and inhale asbestos fibers, you will have a greater chance of developing lung cancer than the nonsmoking public.

The below materials have been as ACM:

FLOORING	HVAC, PIPING, TANKS	MISCELANEOUS
9”x9" Red Mottle Floor Tile	Gray "Hard Packed" Insulation	Heat Paper (Foil Tan)
9”x9" Gray Mottle Floor Tile		Black Sink Undercoating
9”x9" Green Mottle Floor Tile		
9”x9" Blue Mottle Floor Tile		

You must take all necessary precautions to prevent disturbance of these materials. If any of these materials may be or are disturbed, the Designated Person must be notified immediately.

Prior to working near or with ACM and/or ACM debris, it is required that:

- You be familiar with the Operations and Maintenance (O&M) Plan for this facility, which is available for review at the Maintenance Office.
- You be appropriately trained in asbestos-related work practices and in the use of the specialized equipment for the work.
- You be supplied with the proper respirator and be trained in its use.

By signing this document, you acknowledge that you have been notified of the identified ACMs at the facility.

Signature: _____ Date: _____

Printed Name:_____Social Security No.: _____

Witnessed by: _____ Date: _____

ASBESTOS FIBER RELEASE EPISODE REPORT

1 Description of area where episode occurred:

_____

_____

_____

2 The release episode was reported by _____ on _____ (date)

3 Describe the episode:

_____

_____

4 Asbestos-containing material was _____ was not _____ cleaned up according to approved procedures.

Describe the cleanup:

_____

_____

5 Final clearance and area air sampling results:

Sample No.	Sample Location	Sample Results

Signed: _____ Date_____

O&M Plan Manager

OPERATIONS AND MAINTENANCE

CLEANING

Initial cleaning. Unless the building has been cleaned using equivalent methods within the previous six (6) months, all areas of a school building where friable ACBM, damaged or significantly damaged thermal system insulation ACM, or friable suspected ACBM assumed to be ACM are present shall be cleaned at least once after the completion of the required initial inspection under subsection (a) of section 19a-333-3 of the regulations of Connecticut State Agencies and before the initiation of any response action, other than O & M activities or repair, according to the following procedures:

6 HEPA-vacuum or steam-clean all carpets, and

7 HEPA-vacuum or wet-clean all other floors and all other horizontal surfaces, and

8 Dispose of all debris, filters, mopheads, and cloths in sealed, leak-tight containers.

Additional cleaning.

OPERATIONS AND MAINTENANCE ACTIVITIES.

The local education agency shall ensure that the procedures described below to protect building occupants shall be followed for any operations and maintenance activities disturbing friable ACBM.

1 Restrict entry into the area by persons other than those necessary to perform the maintenance project, either by physically isolating the area or by scheduling.

2 Post signs to prevent entry by unauthorized persons.

3 Shut off or temporarily modify the air-handling system and restrict other sources of air movement.

4 Use work practices or other controls, such as: wet methods, protective clothing, HEPA-vacuums, mini-enclosures or glove bags, as necessary to inhibit the spread of any released fibers.

5 Clean all fixtures or other components in the immediate work area.

6 Place the asbestos debris and other cleaning materials in a sealed, leak-tight container.

MAINTENANCE ACTIVITIES OTHER THAN SPOT REPAIRS.

The response action for any maintenance activities disturbing friable ACBM, other than spot repairs, shall be designed by persons accredited to design response actions and conducted by persons accredited to conduct response actions.

FIBER RELEASE EPISODES

Minor fiber release episode. The local education agency shall ensure that the procedures described below are followed in the event of a minor fiber release episode (*i.e.,* the falling or dislodging of three (3) square or linear feet or less of friable ACBM).

1 Thoroughly saturate the debris using wet methods.

2 Clean the area, as described in subsection (d) of this section.

3 Place the asbestos debris in a sealed, leak-tight container.

4 Repair the area of damaged ACM with materials such as; asbestos-free spackling, plaster, cement, or insulation; or seal with latex paint or an encapsulant; or immediately

have the appropriate response action implemented as required by section 19a-333-7 of the regulations of Connecticut State Agencies.

Major fiber release episode. The local education agency shall ensure that the procedures described below are followed in the event of a major fiber release episode (*i.e.,* the falling or dislodging of more than three (3) square or linear feet of friable ACBM).

1. Restrict entry into the area and post signs to prevent entry into the area by persons other than those necessary to perform the response action.
2. Shut off or temporarily modify the air-handling system to prevent the distribution of fibers to other areas in the building.
3. The response action for any major fiber release episode must be designed by persons accredited to design response actions and conducted by persons accredited to conduct response actions.
4. The local education agency shall notify the Department of any major fiber release episode within twenty-four (24) hours of its occurrence and, if necessary provide written notification as required by applicable federal and/or state regulations.

NOTIFICATION REQUIREMENTS

The asbestos abatement contractor, the facility owners or any person who will be conducting demolition activities shall notify the Commissioner before engaging in any asbestos abatement which involves more than ten (10) linear feet or more than twenty-five (25) square feet of asbestos-containing material or before engaging in the demolition of any facility. If the notification is provided by the asbestos abatement contractor, a copy of the notification shall be simultaneously submitted to the facility owner. Notification shall be on forms prescribed by the Commissioner. Notification shall be postmarked or hand delivered at least ten (10) days before the start of asbestos abatement or demolition activities. In the case of emergency asbestos abatement or emergency demolition, notification shall be postmarked or hand delivered within one (1) working day after the start of asbestos abatement or demolition. A copy of the written order requiring demolition shall accompany the notification. This notification shall not relieve the asbestos contractor, facility owner or any person who will be conducting demolition activities of the responsibility for making written notification as may be required by any other municipality, agency of the State of Connecticut, or any agency of the federal government. Such additional federal requirements may include, but are not limited to, notification to the EPA under requirements of the Clean Air Act, the Toxic Substances Control Act, the Asbestos School Hazard Abatement Act, and the AHERA.

A single asbestos abatement notification may be provided to the Department for asbestos abatement which will cumulatively involve more than ten (10) linear or more than twenty-five (25) square feet of asbestos-containing material when a facility owner can provide an accurate estimate of the additive amounts of asbestos-containing material. Such notification may be provided for a period of time not to exceed one year.

Asbestos abatement notification to the Commissioner shall, at a minimum, include the following:

1 The name, address and telephone number of the asbestos contractor;

2 The name, address and telephone number of the facility owner;

3 The exact location of the facility;

4 The nature of the asbestos abatement;

5 The type of asbestos abatement activity;

6 A description of the facility including the size, age and use of the facility;

7 The amount of asbestos-containing material to be removed, enclosed or encapsulated or contained in the facility or part thereof to be demolished;

8 The scheduled start and completion dates;

9 A description of work practices to be followed to comply with Section 19a-332a-5 to Section 19a-332a-12; and,

10 The name and the location of the authorized asbestos disposal facility where asbestos-containing materials will be deposited.

A separate notification form shall be completed for each facility for which there is a proposed demolition.

Demolition notification to the commissioner shall, at a minimum, include the following:

1 The name, address and telephone number of any person undertaking the demolition;

2 The name, address and telephone number of the facility owner;

3 The location and street address (including building number or name and floor or room number, if appropriate), and city of the facility being demolished;

4 A description of the facility including its size, age and use;

5 A statement of whether an inspection of the facility has been conducted by a licensed asbestos inspector or inspector/management planner;

6 The start and completion dates;

7 The name and the location of the disposal facility where demolition materials will be deposited; and,

8 The name, address and phone number of the demolition waste hauler.

GENERAL REQUIREMENTS FOR ASBESTOS ABATEMENT PROJECTS

Signs shall be posted which meet the specifications set forth in 29 CFR 1926.1101(k)(7)(ii)(A) at all approaches to the work area. Signs shall be posted a sufficient distance from the work area to permit a person to read the sign and take precautionary measures to avoid exposure to asbestos.

The facility heating, ventilating and air conditioning (HVAC) systems within the asbestos abatement work area shall be shut down, locked out and isolated to prevent contamination of and fiber dispersal to other areas of the facility.

The work area shall be isolated from non-work areas by air-tight barriers attached securely in place. All openings between the work area and non-work areas including but not limited to windows, doorways, elevator openings, corridor entrances, ventilation openings, drains, ducts, grills, grates, diffusers and skylights, shall be sealed airtight with 6 mil polyethylene sheeting.

All movable objects which can be removed from the work area shall be removed. Cleaning of contaminated items shall be performed if the item is to be salvaged or reused. Otherwise the item shall be properly disposed of as asbestos waste. All non-movable objects in the work area shall be covered with a minimum of 6 mil polyethylene sheeting secured in place.

Floor and wall surfaces in the work area shall be covered with polyethylene sheeting or equivalent. All seams and joints shall be sealed with tape or equivalent. Floor covering shall consist of at least two layers of 6 mil polyethylene and must cover at least the bottom 12 inches



of adjoining wall. Wall covering shall consist of a minimum of two layers of 4 mil polyethylene sheet which shall overlap the floor covering to prevent leaks. There shall be no seams in the polyethylene sheet at the wall-to-floor joints.

Work area access shall be restricted to authorized personnel afforded proper respiratory protection and protective clothing.

Clean-up procedures shall involve high efficiency particulate air (HEPA) filtration and wet cleaning techniques. Amended water shall be used. The sequence of wet cleaning and HEPA-filtered vacuuming shall be repeated until no visible residue is observed in the work area.

Negative pressure ventilation units with HEPA filtration shall be provided in sufficient number to allow at least one (1) work place air change every 15 minutes. Filtered air should be exhausted to areas outside the building which are not near any intake for the building ventilation system.

Waste water generated during asbestos abatement shall be filtered by best available technology prior to discharge.

All asbestos containing waste shall be adequately wetted with an amended water solution and be placed in leak-tight containers.

All leak-tight containers shall be labeled in accordance with OSHA 29 CFR 1910.1200 and EPA 40 CFR Part 61.152 as appropriate.

Disposal of asbestos waste shall be at an authorized asbestos disposal facility. If the authorized asbestos disposal site is located within Connecticut, written authorization for disposal shall be obtained from the Department of Environmental Protection, Bureau of Waste Management.

SHOULD LEA HAVE ASBESTOS TRAINED/LICENSED EMPLOYEES

WORKER DECONTAMINATION SYSTEM FOR ASBESTOS ABATEMENT PROJECTS

At all asbestos abatement projects, work areas shall be equipped with decontamination facilities consisting of: a clean room, a shower room, and an equipment room. Each room shall be separated from the other and from the work area by airlocks such as will prevent the free passage of air or asbestos fibers and shall be accessible through doorways protected with two (2) overlapping 4 mil polyethylene sheets. The clean room (or change room) shall be equipped with suitable hooks, lockers, shelves, etc. for workers to store personal articles and clothing. The shower room shall be contiguous to the clean room and equipment room. All personnel entering or leaving the work area shall pass through the shower room. The number of showers provided shall satisfy the requirements of OSHA 29 CFR 1910.141 (d) (3) (ii). Warm water shall be supplied to the showers. The equipment room (dirty room) shall be situated between the shower room and the work area, and separated from both by means of suitable barriers or overlapping flaps such as will prevent the free passage of air or asbestos fibers.

No person or equipment shall leave the asbestos abatement project work area unless first decontaminated by showering, wet washing or HEPA vacuuming to remove all asbestos debris. No asbestos contaminated materials or persons shall enter the clean room.

Where feasible, decontamination systems shall abut the work area. In situations where it is not possible, due to unusual conditions, to establish decontamination systems contiguous to the work area, personnel shall be directed to remove visible asbestos debris from their persons by HEPA-filtered vacuuming prior to donning clean disposable coveralls while still in the work area and proceeding directly to a remote decontamination system to shower and change clothes.

In specific situations where the asbestos contractor determines that it is not feasible to establish a contiguous decontamination system at a work site, the asbestos contractor shall provide written notification and provide a copy to the facility owner of intent to utilize a remote decontamination system. Such systems must be operated in conformance with 29 CFR 1926.1101(j). Such notice shall be made with the notification required under Section 19a-332a-3.

SPECIFIC REQUIREMENTS FOR ASBESTOS REMOVAL

All ACM to be removed or disturbed by removal shall be adequately wetted unless otherwise approved by the Department.

Components shall be removed intact or in large sections whenever possible and carefully lowered to the floor.

A coating of encapsulant, chosen so as to be compatible with subsequent coverings, shall be applied to all surfaces that have been stripped of ACM to securely seal any residual fibers that may be present after the surfaces have been visually inspected and found to be free of all visible residue.

No equipment, supplies, or materials (except properly containerized waste material) shall be removed from an asbestos abatement project work area unless such equipment, supplies, or materials have been thoroughly decontaminated and cleaned free of asbestos debris. Where the configuration of the equipment, supplies or materials is such that decontamination and cleaning free of asbestos debris is neither possible nor feasible, then the object shall be thoroughly wrapped in a minimum of two (2) layers of six (6) mil polyethylene sheeting with all joints, seams and overlaps sealed with tape; or containerized in a metal drum with a locking lid. Examples include, but are not limited to, air filtration or HEPA-filtered vacuuming equipment which may be wrapped in polyethylene rather than dismantling beyond the HEPA filters for cleaning purposes; sections of insulated pipe or other objects to be disposed of intact may be wrapped in polyethylene without prior removal of asbestos. Wood or other materials used to construct on-site decontamination or shower units may be wrapped in polyethylene for disposal or transport to another contaminated work site for re-use.

HEPA-filtered vacuum cleaners shall be emptied of collected asbestos waste contents prior to removal of the equipment from the work area.

All pre-filters in the air filtration devices shall be removed prior to removal of the unit from an asbestos work site. The air filtration device shall be damp cleaned completely inside and out. The equipment shall be wrapped in polyethylene pursuant to Subsection 19a-332a-7 (b) prior to removing it from the work area. The replacement of filters shall occur prior to the beginning of the next asbestos abatement project after installation of containment barriers.

SPECIFIC REQUIREMENTS FOR ASBESTOS ENCAPSULATION

All loose and hanging ACM shall be adequately wetted and removed as required in Section 19a-332a-7.

Filler material applied to gaps in existing material shall contain no asbestos, adhere well to the substrate and provide an adequate base for the encapsulant.

Encapsulants shall be applied using only airless spray equipment unless otherwise approved by the Department.



SPECIFIC REQUIREMENTS FOR ASBESTOS ENCLOSURE

All loose and hanging ACM shall be adequately wetted and removed as required in Section 19a-332a-7 unless otherwise approved by the Department.

Areas of ACM shall be sprayed with an encapsulant if they are to be disturbed during the installation of hangers, brackets or other portions of the enclosure.

Non-asbestos containing substitutes shall be used to patch surfacing materials or thermal system insulation.

SPECIFIC REQUIREMENTS FOR SPOT REPAIRS

Air-tight barriers shall be constructed to assure that asbestos fibers released during abatement activities are contained within the work area. Glove bags are permitted for removal or repair of asbestos-containing materials.

All asbestos-containing materials shall be wet and placed in leak tight containers prior to being disturbed. They shall be kept wet until containerized.

A HEPA-filtered vacuum cleaner or wet cleaning technique shall be used to clean up the work area following abatement until there is no visible residue.

Asbestos-containing waste shall be properly containerized in appropriately labeled impermeable and leak tight containers prior to disposal.

All leak tight containers shall be labeled in accordance with OSHA 29 CFR 1926.1101(k)(8) and EPA 40 CFR part 61.152 as appropriate.

Waste water generated during asbestos abatement shall be filtered by best available technology prior to discharge.

Disposal of asbestos waste shall be at an authorized asbestos disposal facility. If the authorized asbestos disposal site is located within Connecticut, written authorization for disposal shall be obtained from the Department of Environmental Protection, Bureau of Waste Management.

POST ABATEMENT REOCCUPANCY CRITERIA FOR ASBESTOS ABATEMENT PROJECTS FOR FRIABLE ASBESTOS-CONTAINING MATERIAL

No individual shall reoccupy the work area of an asbestos abatement project within a facility until compliance with the reoccupancy requirements of this section is achieved.

Except as required by EPA Regulation 40 CFR Part 763 which applies to public and private schools, an asbestos abatement project shall be considered complete when there is no visible residue in the work area and when air samples demonstrate that the ambient interior airborne concentration of asbestos after the abatement project, does not exceed the levels specified in Subsection 19a-332a-12 (e).

Air samples shall be collected using aggressive sampling as described in Appendix A of 40 CFR Part 763, subpart E to monitor air for post abatement reoccupancy after each asbestos abatement project.

Air samples collected under this Section shall be analyzed for asbestos using laboratories accredited by the National Institute of Standards and Technology to conduct such analysis using transmission electron microscopy (TEM) or:

Under circumstances specified in this section, laboratories accredited by the American Industrial Hygiene Association Proficiency Analytical Testing Program for phase contrast microscopy (PCM); or individuals listed in the American Industrial Hygiene Association's



Asbestos Analyst's Registry, or until the National Institute of Standards and Technology TEM laboratory accreditation program is operational, laboratories that use the protocol described in Appendix A of 40 CFR Part 763, Subpart E.

Except as provided for in Subsections 19a-332a-12 (f), and 19a-332a-12 (g), an asbestos abatement project shall be considered complete when the average concentration of asbestos of five air samples collected within the work area and analyzed by the TEM method in Appendix A of 40 CFR Part 763 subpart E, is not statistically significantly different, as determined by the Z-test calculation found in Appendix A of 40 CFR Part 763, subpart E, from the average asbestos concentration of five air samples collected at the same time outside the work area and analyzed in the same manner, and the average asbestos concentration of the three field blanks described in Appendix A of 40 CFR Part 763, subpart E, is below the filter background level, as defined in Appendix A of 40 CFR Part 763 subpart E, of 70 structures per square millimeter (70 s/mm^2).

An asbestos abatement project may also be considered complete if the volume of air drawn for each of the five samples collected within the work area is equal to or greater than 1,199 L. of air for a 25 mm. filter or equal to or greater than 2,799 L. of air for a 37 mm. filter, and the average concentration of asbestos as analyzed by the TEM method in Appendix A, of 40 CFR part 763 subpart E. For the five air samples does not exceed the filter background level, as defined in Appendix A, of 70 structures per square millimeter (70 s/mm^2). If the average concentration of asbestos of the five air samples within the work area exceeds 70 s/mm^2, or if the volume of air in each of the samples is less than 1,199 L. of air for a 25 mm. filter or less than 2,799 L. of air for a 37 mm. filter, the project shall be considered complete only when the requirements of subsections 19a-332a-12 (e) and 19a-332a-12 (g) are met.

Air samples for post abatement reoccupancy may be collected and analyzed by phase contrast microscopy (PCM) to confirm completion of an asbestos abatement project involving less than or equal to 1500 square feet or 500 linear feet of asbestos-containing material. The project shall be considered complete when the results of samples collected in the work area and analyzed by phase contrast microscopy using the most current National Institute for Occupational Safety and Health (NIOSH) method 7400, to show that the concentration of fibers for each of the five samples is less than or equal to a limit of quantitation for PCM (0.010 fibers per cubic centimeter (0.010 f/cm^3) of air).

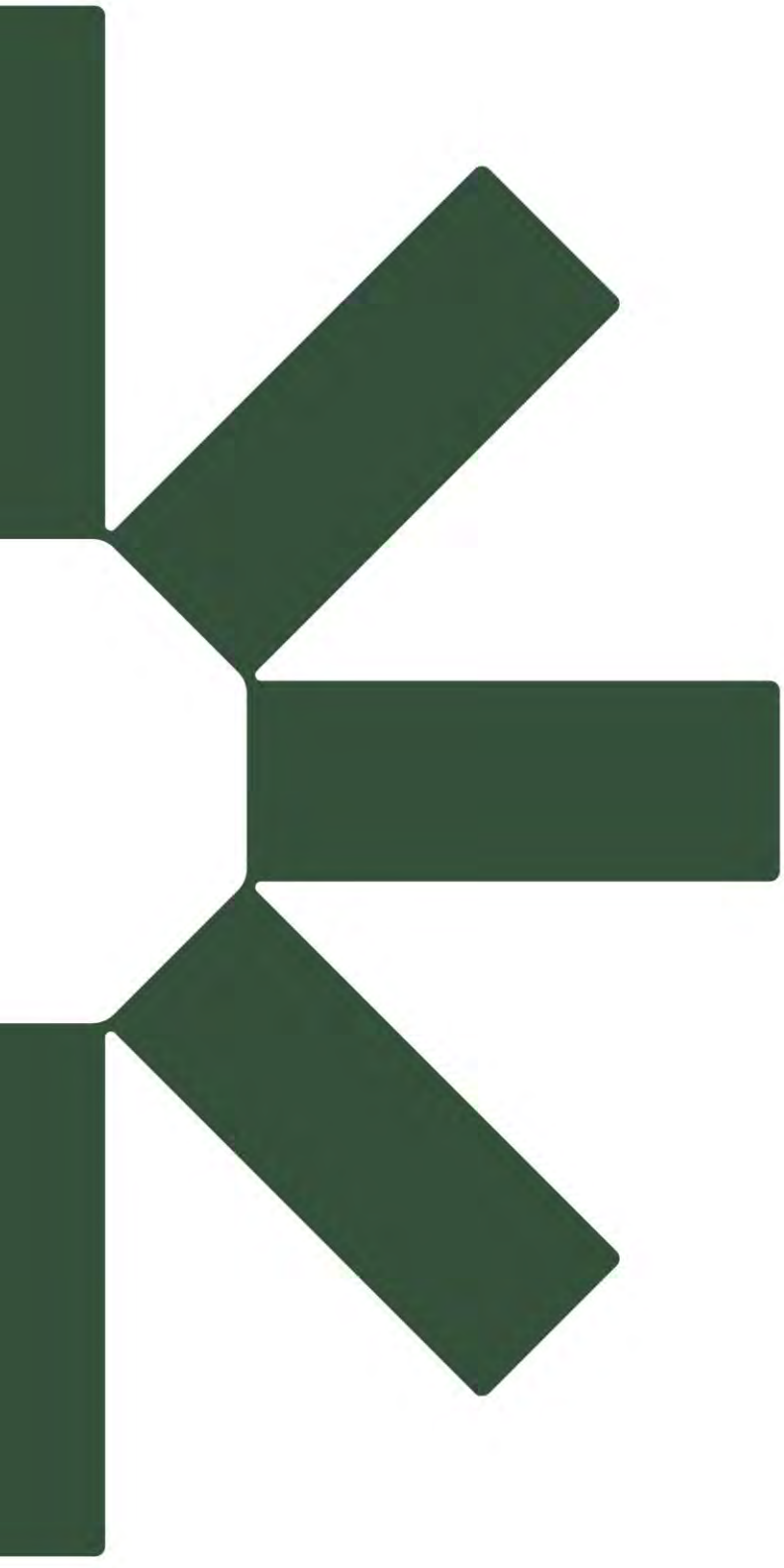
REGULATORY PUBLICATIONS AND WEBSITES

The following is a list of guidebooks published by government agencies to assist with the management of asbestos-containing materials in buildings:

1. "Managing Asbestos in Place: A Building Owner's Guide to Operation and Maintenance Programs for Asbestos-Containing Materials," U.S. Environmental Protection Agency, July 1990 (the green book)
2. "Guidance for Controlling Asbestos-Containing Materials in Buildings," U.S. Environmental Protection Agency, 1985 Edition (the purple book)
3. "Guidelines for Catastrophic Emergency Situations Involving Asbestos," U.S. Environmental Protection Agency, September 1991
4. "Guide for Reducing Asbestos Exposure," U.S. Environmental Protection Agency, 40 CFR 763.111(b)
5. Asbestos Fact Sheet, Occupational Health and Safety Administration, 2002
6. *Asbestos Regulations Brochure*, Air Quality Bureau Connecticut Department of Natural Resources
7. Asbestos Training Video, Air Quality Bureau Connecticut Department of Natural Resources
8. Occupational Health and Safety Administration:

   Asbestos - http://www.osha.gov/SLTC/asbestos/index.html
9. Environmental Protection Agency:

   Asbestos - http://www.epa.gov/asbestos/help.html
10. Regulations of Connecticut State Agencies - Department of Public Health Asbestos Program - https://portal.ct.gov/dph/asbestos-program/asbestos-program/asbestos-program
11. UD EPA Asbestos Laws and Regulations - https://www.epa.gov/asbestos/asbestos-laws-and-regulations



Making Sustainability Happen

Date: 2/24/26 Project: RFP 8716 / CLEMENTE

COMPANY INFORMATION

Representative:	RALPH SPINELLI
Company Name:	RUSSELL & DAWSON IN
City:	EAST HARTFORD
State:	CT Zip: 06108
Tel:	860-317-7000 Fax:
E-mail Address	ralph.spinelli@rdacp.com
Representative:	DAVID STEIN
Company Name:	SILVER PETRUCELLI + ASSOC,
City:	HAMDEN
State:	CT Zip: 06518
Tel:	203 230.9007 Fax: 203 230.8247
E-mail Address	dstein@silverpetrucelli.com
Representative:	BRUCE SENS
Company Name:	FRAR ARCHITECTURE
City:	FARMINGTON
State:	CT Zip: 06032
Tel:	860.678.1291 Fax:
E-mail Address	BRS@FRAR.COM
Representative:	CARSON COLLIER
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State:	CT Zip: 06032
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Representative:	Scott Mangiagli
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City:	New Britain
State:	CT Zip: 06053
Tel:	860-229-0361 Fax:
E-mail Address	smangiagli@kba-architects.com

Date: 2/24/26 Project: RFP 8716 / CLEMENTE

COMPANY INFORMATION

Representative:	PAUL DOMINOV
Company Name:	KARSTEL BOOS ASSOC.
City:	NEW BRITAIN
State:	CT Zip: 06053
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E-mail Address	PDOMINOV@KBA-ARCHITECTS.COM
Representative:	JEFF WISZYNSKI
Company Name:	TECTON ARCHITECTS PC
City:	HARTFORD
State:	CT Zip: 06106
Tel:	413.210.1004 Fax:
E-mail Address	JEFFW@TECTONPC.COM
Representative:	BRIAN STONE
Company Name:	JLJ ARCHITECTURE
City:	HARTFORD
State:	CT Zip: 06106
Tel:	860 240 9381 Fax:
E-mail Address	bstone@jlj.com
Representative:	Matthew Kennedy
Company Name:	Geddis Architects
City:	Westport
State:	CT Zip: 06880
Tel:	203 947 4380 Fax:
E-mail Address	MatthewK@geddisarchitects.com
Representative:	BROOKS FISCHER
Company Name:	NEWMAN ARCHITECTS
City:	NEW HAVEN
State:	CT Zip: 06510
Tel:	475-441-7250 Fax:
E-mail Address	bfischer@newmanarchitects.com

Date: 2/24/26 Project: RFP 8716 / CLEMENTE

COMPANY INFORMATION

Representative:	Arthur J. Secker, III
Company Name:	Lothrop Associates Architects D.P.C
City:	Hartford
State:	Connecticut Zip:
Tel:	(914) 741-1115 Fax: (914) 741-1116
E-mail Address	asecker@lothropassocites.com
Representative:	MATHEW GALLERANI
Company Name:	GWWO ARCHITECTS
City:	WEST HARTFORD
State:	CONNECTICUT Zip:
Tel:	860-502-3017 Fax:
E-mail Address	mgalleranic@gwwoinc.com
Representative:	Jamie Young
Company Name:	Friar Architecture
City:	Farmington
State:	CT Zip: 06032
Tel:	860-678-1291 Fax:
E-mail Address	jmy@friar.com
Representative:	JIM HOAGLAND
Company Name:	SLAM COLLABORATIVE
City:	GLASTONBURY
State:	CT Zip: 06033
Tel:	860 368-4289 Fax:
E-mail Address	JHOAGLAND@SLAMCOLL.COM
Representative:	
Company Name:	
City:	
State:	Zip:
Tel:	Fax:
E-mail Address	

CITY OF WATERBURY
DEPARTMENT OF FINANCE – RISK MANAGEMENT
CERTIFICATE OF INSURANCE REVIEW FORM

Contract Recipient or Vendor Name: Kaestle Boos Associates, Inc

Requesting Department: BOE

Department Contact: Jerry Gay jerry.gay@waterbury.k12.ct.us
Mike Konopka mike.konopka@waterbury.k12.ct.us
Tim Brown tbrown1@waterbury.k12.ct.us

Description of work to be performed: Redesign Services for expansion Reno/Reconfiguration of Roberto Clemente

Estimated Contract Duration and End Date: multi

Date Reviewed: 07/21/2026

Insurance Certificate Term: 12/28/2025 – 12/28/2026

Payment / Performance Bond:
Verification of Existence of Fidelity and Surety in CT
https://portal.ct.gov/-/media/CID/1_Lists/licencom.pdf

Certificate Meets Insurance Specifications: Yes

Insurance Carrier A.M. Best Rating: A-VIII or better

Comments:

Approved: Yes

7/21/26

Risk Manager or Authorized Designee

KAESTLBO01 STURCHIK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/15/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Smith Brothers Insurance, LLC
68 National Drive
Glastonbury, CT 06033

CONTACT NAME:
PHONE (A/C, No, Ext): (860) 652-3235 FAX (A/C, No): (860) 652-3236
E-MAIL ADDRESS: GeneralMailbox@SmithBrothersUSA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Company	30104
INSURER B : Nutmeg Insurance Company	39608
INSURER C : Hartford Casualty Insurance Company	29424
INSURER D : XL Specialty Insurance Co	37885
INSURER E :	
INSURER F :	

INSURED
Kaestle Boos Associates, Inc.
416 Slater Road
New Britain, CT 06053

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	X	X	02SBWBK9LM7	10/15/2025	10/15/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Valuable Papers	$ 500,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	02UEGBD7643	10/15/2025	10/15/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 9,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	02SBWBK9LM7	10/15/2025	10/15/2026	AGGREGATE	$ 9,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A	X	02WEGBK9LTG	10/15/2025	10/15/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab.			DPR5052898	1/25/2026	1/25/2027	Each Claim	5,000,000
D	Retro Date 1/25/1966			DPR5052898	1/25/2026	1/25/2027	Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED. THIS LIMIT WILL BE REDUCED BY PAYMENTS OF CLAIMS AND EXPENSES. THIS INSURANCE IS NOT FOR A SPECIFIC PROJECT. 30 DAY NOTICE OF CANCELLATION APPLIES AS PER POLICY FORMS.

RE: Redesign Services for Expansion Reno/Reconfiguration of Roberto Clemente

CERTIFICATE HOLDER

City of Waterbury & BOE
235 Grand St
Waterbury, CT 06702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Submitting Department: BOE
Contact Name: Jerry Gay
Description of Project/Work/Services: Professional design services for the expansion, reno/reconfiguration of Roberto Clemente

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name City of Waterbury and the Waterbury Board of Ed as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-"VIII.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Original, completed Certificates of Insurance must be presented to The City of Waterbury and the Waterbury Board of Ed prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Ed.

General Liability:	**$1,000,000 each Occurrence** **$2,000,000 General Aggregate** **$2,000,000 Products/ Completed Operations Aggregate**
Auto Liability:	**$1,000,000 Combined Single Limit each Accident** **Any Auto, All Owned and Hired Autos**
Workers Compensation:	**WC Statutory Limits** **Employer Liability (EL)** **$1,000,000 EL each Accident** **$1,000,000 EL Disease each Employee** **$1,000,000 EL Disease Policy Limits**
Excess/ Umbrella Liability:	**$1,000,000 each Occurrence** **$1,000,000 Aggregate**
Professional Liability/E&O:	**$1,000,000 each Wrongful Act** **$1,000,000 Aggregate**



Wording for Additional Insured Endorsement and Waiver of Subrogation:
The City of Waterbury and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.

Insurance Bid Request Form

I. Project Description:

Scope of Services -

Professional design services for the expansion, renovation, and reconfiguration of the Roberto C

II. Project information:

RFP# TBD

Anticipated Cost: $2-4M

Bonds will be required: **Yes** ☐ / **No** ☑

Expected Start Date (if known): April 2026

Agreement Term: **1 Year** ☐ / **Multi Year** ☑

III. General Information:

a. Project/program associated with the BOE. **Yes** ☑ / **No** ☐

b. Project/program involves students. **Yes** ☐ / **No** ☑

1. If involving students:
   i. Is the vendor working directly with children? **Yes** ☐ / **No** ☐

   ii. Staff members *will* be with vendor at all times while on school/city property or where program is running? **Yes** ☐ / **No** ☐

   iii. If the project/program requires transportation to a different location – how will the students/staff members be transported?
   Vendor provided service ☐ / **City contracted bus company** ☐ **OR**
   other: _____

c. Vendor ***will*** be coming on-site anywhere in the City. **Yes** ☑ / **No** ☐

d. Vendor ***will*** be delivering in their business owned or personal vehicles. **Yes** ☐ / **No** ☑

e. Vendor ***will*** be instructing or giving direction on anything (either on-line or in person) to staff and/or students. **Yes** ☐ / **No** ☑

f. There ***will*** be cash or electronic banking transactions involved. **Yes** ☐ / **No** ☑

g. There ***will*** be information exchanged between the City's computer system and the vendor's system. **Yes** ☐ / **No** ☑

h. Services being provided ***will*** involve design work. **Yes** ☑ / **No** ☐

i. Services being provided ***will*** involve actual construction work. **Yes** ☐ / **No** ☑

j. Services being provided ***will*** involve digging into soil. **Yes** ☐ / **No** ☑

   a. If yes, how deep? _____

k. Vendor ***will*** be storing items/supplies on site. **Yes** ☐ / **No** ☑

l. Vendor ***will*** be finished in one day. **Yes** ☐ / **No** ☑

Note: For all of the above, "vendor" shall mean "vendor," "contractor," or "consultant," as may be applicable to the project.

If there is any other information you feel will be helpful, please make note of it:

Again, the email to send this is:

Insurancerequest@waterburyct.org

If you would like to cc the emails for any reason, please note the below email addresses for the Risk Management Team:
Rona Nickerl rnickerl@waterburyct.org Risk Manager
Crystal Burr cburr@waterburyct.org Administrative Assistant

*****If you have any questions please reach out to our Team.*****

Crystal Burr

From: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Sent: Tuesday, July 7, 2026 12:47 PM
To: Insurance Requests
Subject: KBA CoI -
Attachments: 8716 KBA CoI - Proposal.pdf; 8716 Ins Limits - Clemete Design.pdf

Please see the attached CoI from the awarded proposal, for if acceptable or what to adjust if not, Thanks,

Jerry Gay, BOE Contracts Manager
Waterbury Board of Education
236 Grand Street, Rm 263
Waterbury, CT. 06702
203-346-3989 ; Ext 11225
jerry.gay@waterbury.k12.ct.us

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Crystal Burr

From: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Sent: Thursday, July 16, 2026 8:21 AM
To: Insurance Requests
Cc: Crystal Burr
Subject: FW: BOE - DESIGN SERVICES FOR EXPANSION RENO/RECONFIGURATION OF ROBERTO CLEMENTE ~ KAESTLE BOOS ASSOCIATES
Attachments: Scan2026-07-07_152217.pdf; CoI Updated - KBA.pdf

The updated CoI, Thanks, JG

From: Crystal Burr [mailto:cburr@waterburyct.org]
Sent: Tuesday, July 7, 2026 3:24 PM
To: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Cc: Insurance Requests <InsuranceRequests@waterburyct.org>; Tim Brown <tbrown1@waterbury.k12.ct.us>
Subject: BOE - DESIGN SERVICES FOR EXPANSION RENO/RECONFIGURATION OF ROBERTO CLEMENTE ~ KAESTLE BOOS ASSOCIATES

EXTERNAL MAIL- Think before you click. Always verify the sender's email address, not just the display name. Watch for unusual requests or urgency. If suspicious, contact the sender via a known method before taking action. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.

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Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street | Waterbury, CT 06702 203-574-8009

Elizabeth C. Brown
President

July 27, 2026
Via Email

Honorable Board of Aldermen
c/o City Clerk
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Ladies and Gentlemen:

We request your review and approval of a Professional Services Agreement (RFP #8777) with Facilities Compliance Fire Protection, LLC, for a three-year period and in the not to exceed amount of $209,886.00, for fire suppression equipment testing and maintenance at various schools/facilities.

The aforementioned was approved by the Board of Education at its regular meeting of July 23, 2026.

Respectfully,

Carrie A. Swain, Clerk
Waterbury Board of Education

cc: J. Gay
R. Gonzalez
M. Konopka

WATERBURY
PUBLIC SCHOOLS

Rebecca Gonzalez
Chief Operating Officer
(203) 346-2340
Rebecca.Gonzalez@waterbury.k12.ct.us

MEMORANDUM

DATE: July 20, 2026

TO: Honorable Board of Aldermen Members
Honorable Board of Education Commissioners

FROM: Rebecca Gonzalez, Chief Operating Officer RG

RE: Executive Summary for Professional Services Agreement (RFP#8777) for Fire Suppression Equipment Testing and Maintenance with Facilities Compliance Fire Protection, LLC

The Education Department respectfully requests your review and approval of the Professional Services Agreement (RFP#8777) with Facilities Compliance Fire Protection, LLC for fire suppression equipment testing and maintenance in the total amount of $209,886.

The project consists of providing inspections, testing, and maintenance of automatic sprinkler systems, fire alarm systems (including panels and devices), fire extinguishers, and carbon monoxide detection systems in accordance with all applicable state and local codes and regulations adopted by the appropriate authorities. During all inspections, testing, and maintenance activities, notification will be provided to building occupants, administrative staff, central monitoring stations, Fire Marshals, Fire Departments, and Maintenance personnel. If any fire protection system becomes inoperative, the appropriate on-call personnel will be notified so that the vendor can promptly respond and complete the necessary repairs.

The contract term is three years at $63,602 annually, for a total contract value of $190,806, with an owner-controlled contingency of $19,080, resulting in a total authorization of $209,886. Funding will be provided through the General Fund. These services will be provided to all Waterbury Public Schools.

The Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter. Thank you for your consideration.

Attachment

c: Michal Konopka, Jerry Gay

PROFESSIONAL SERVICES AGREEMENT
RFP No. 8777
for
FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE
between the
CITY OF WATERBURY
and
FACILITIES COMPLIANCE FIRE PROTECTION, LLC

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the City of Waterbury, Connecticut (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and Facilities Compliance Fire Protection, LLC (the "Contractor", collectively with the City, the "Parties"), located at 1492 Berlin Turnpike, Berlin, Connecticut 06037, a duly registered Connecticut limited liability company.

WHEREAS, the Contractor submitted a proposal to the City responding to **RFP No. 8777** for fire suppression equipment testing and maintenance at certain Waterbury school district facilities (the "Project"); and

WHEREAS, the City selected the Contractor to perform services regarding **RFP No. 8777**; and

WHEREAS, the City desires to obtain the Contractor's services pursuant to the terms, conditions and provisions set forth in this agreement.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this Agreement and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order for it to be deemed complete.

1.1. The Project consists of, and Contractor shall provide fire suppression equipment testing and maintenance across Waterbury's school district facilities as more detailed and described in **Attachment A,** which is a material component of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part

hereof:

1.1.1 Addenda **N/A** to **RFP No. 8777**, attached hereto;
1.1.2 **RFP No. 8777**, attached hereto;
1.1.3 Contractor's Response to **RFP No. 8777**, dated May 28, 2026, consisting of 50 pages, attached hereto;
1.1.4 Contractor's Cost Proposal, dated May 28, 2026, consisting of 2 pages, attached hereto;
1.1.5 Any and all amendments and change orders, issued by the City after execution of Contract, incorporated herein by reference;
1.1.6 To the extent applicable, State of Connecticut Prevailing Wage Schedule dated **N/A**, and related information, consisting of **N/A** pages, attached hereto and as otherwise incorporated by reference;
1.1.7 City Contract Compliance Documents, incorporated herein by reference;
1.1.8 Certificates of Insurance, incorporated herein by reference;
1.1.9 Licenses, incorporated herein by reference; and
1.1.10 All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

1.2.1 All applicable Federal, State, and local statutes, regulations, charter, and ordinances;
1.2.2 Any and all Amendments and Change Orders, issued by the City after execution of this Contract;
1.2.3 This Contract;
1.2.4 Any Addendums to **RFP No. 8777**;
1.2.5 **RFP No. 8777**;
1.2.6 Contractor's Cost Proposal; and
1.2.7 Contractor's Response to **RFP No. 8777**

2. Contractor Representations Regarding Qualification and Accreditation. The Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work

and the City relies upon these.

2.1 Representations Regarding Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

2.2 Representations Regarding Qualifications. The Contractor hereby represents that to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

2.3 Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students Present. For all activities in school facilities and/or Department of Education facilities, the Contractor shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc. Contractor shall enter and exit all school facilities and Department of Educational facilities as designated as authorized by the appropriate Department/personnel in Education, or the designated person.

2.4 Criminal Background Check and DCF Registry Check. The Contractor shall comply with the requirements of C.G.S. 10-222 c (g) and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students Present, that will or may have direct contact with Students while providing services pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Contractor shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers

for Children Act of 1998. The Contractor shall not permit any person with a disqualifying criminal history to have direct contact with a student. The Contractor agrees the "direct contact" shall include the Contractor and its employees providing services under this contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

2.5 Activities, Work, and Services Performed on other City Property (Non-Education facilities). For all activities involving non-Board of Education facilities and/or buildings, Contractor shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

3. Responsibilities of the Contractor. All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

3.1 Use of City Property. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous conditions caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.2 Working Hours. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Contractor, unless written permission is obtained from the City

to work during other times. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

3.3 Cleaning Up. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

3.4 Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity unless the City gives prior written consent to such use of the City's name in each instance.

3.5 Standard of Performance. All workmanship, services, materials or equipment, either on the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6 Contractor's Employees. The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned.

3.7 Due Diligence Obligation. The Contractor acknowledges its responsibility to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items, facilities, services or functions are included in this Contract and thereby warrants that:

3.7.1 It conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore, the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.7.2 Its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.7.3 It is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 It was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Contractor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Contractor.

3.7.5 It has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 It has given the City written notice of any conflict, error or discrepancy that the Contractor has discovered in the Proposal Documents; and

3.7.7 It agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8 Reporting Requirement. The Contractor shall deliver periodic written reports to the City's Using Agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented

by the work and services described in subsection iii above, **(v)** expressed as a percentage of this Contract's **Section 6** total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, **(vi)** the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's **Section 6** total compensation amount, and **(vii)** any and all additional useful and/or relevant information. Each report shall be signed by the Contractor's Principal or a specifically authorized individual.

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedies to address said breach.

4. Responsibilities of the City. Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

5. Contract Time. This shall be a three (3) year contract, commencing on September 1, 2026, and continuing through and including August 31, 2029.

5.1. Time is and shall be of the essence for all Project milestones and the completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently, and uninterruptedly and at such rate of progress as will ensure full completion thereof within the Contract time stated above. It is expressly understood and agreed by and between the Contractor and City that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

5.2. Delay Damages.

5.2.1 Time is and shall be of the essence for all Project milestones and the completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently, and uninterruptedly and at such rate of progress as will ensure full completion thereof within the Contract time stated above. It is expressly understood and agreed by and between the Contractor and City that the Contract Time is reasonable for the completion of the Work.

5.2.2 The Contractor shall pay to the City the sum of the greater of **SEVEN HUNDRED FIFTY DOLLARS AND ZERO CENTS ($750.00)** per

calendar day for each and every calendar day for which the Contractor is in default in completing the work beyond the Milestones Dates, as set forth in **Section 5.1**, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

5.2.3 The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire **Section 5**, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

5.2.4 No Damage for Delay. In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any delay, including, without limitation, consequential damages, lost opportunity damages, attorney's fees or other similar remuneration. The City's exercise of any of its rights or remedies under the Contract Documents, including without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work, regardless of the extent or frequency of the City's exercise of these rights has been contemplated by the Parties and shall not be construed as an exception.

6. Compensation. The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this **Section 6**. No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of failure of the Contractor to completely inform itself as required herein above.

6.1 Fee Schedule. Subject to retainage, limitations, etc. set forth below in this **Section 6**, the fee payable to the Contractor shall not exceed **TWO HUNDRED NINE THOUSAND EIGHT HUNDRED EIGHTY-SIX DOLLARS (209,886)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Bid set forth in **Attachment A**, which is summarized below and inclusive of the required payment and performance bonds:

i. $63,602 - YEAR 1 - FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE;
ii. $63,602 - YEAR 2 - FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE;
iii. $63,602 - YEAR 3 - FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE; and
iv. $19,080 – OWNER CONTROLLED CONTINGENCY AS GOVERNED BY SECTION 6.1.1 BELOW.

6.1.1 **Owner Controlled Contingency**. At the sole discretion and control of the City, the Contingency amount as set forth in **Section 6.1(iv)** of this Contract shall be utilized for payment to the Contractor for additional work not covered by this contract and requested and approved by the City in writing to be performed by the Contractor. The basis for payment for the additional work under the Contingency shall be separate and apart from the Base Payment set forth above. The Owner Controlled Contingency shall be the funding source for any City approved additional work and services not provided for in this Contract. Unless properly approved in writing by the City (**see Section 25**), Contractor shall not be entitled to any compensation from such contingency. The parties agree that a Change Order Form shall be utilized to set forth the additional services, cost of additional services and time for Contractor to provide said service.

6.2 Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in **Section 6.1**, above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City. The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

6.3 Review of Work. The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City

has determined that the Contractor has completed the work in accordance with the requirements of this Contract.

6.4 Proposal Costs. All costs of the Contractor in preparing its proposal for **RFP No. 8777** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

6.5 Payment for Services, Materials, Employees. The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made. Additionally, during the course of the Project, at the City's option, it may require partial waivers of lien and claim from the Contractor and all subcontractors and materialmen with each payment application.

6.6 Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Contractor, if requested by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

8.1 The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from

and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Contractor duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

8.2 In any and all claims against the City or any of its boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3 The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

8.4 The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and its boards, agents, employees or officers as provided herein.

8.5 Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

8.6 In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or

State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission.

9. Contractor's Insurance.

9.1 The Contractor shall not commence work under this Contract until all insurance required under this **Section 9** has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings, or an equivalent City approved rating system.

9.2 At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor, or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

9.3 Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

9.4 The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

9.4.1 General Liability Insurance:

$ 1,000,000.00 Per Occurrence
$ 2,000,000.00 General Aggregate
$ 2,000,000.00 Products/Completed Operations Aggregate

Providing coverage to protect the City for all damages arising out of bodily

injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance:

$ 1,000,000.00 Combined single limit ("CSL")Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut Employers' Liability ("EL"):

$ 1,000,000.00 EL Each Accident
$ 1,000,000.00 EL Disease Each Employee
$ 1,000,000.00 EL Disease Policy Limit

Contractor shall comply with all State of Connecticut statutes as it relates to Workers' Compensation.

9.4.4 Excess/Umbrella Liability:

$ 1,000,000.00 Per Occurrence
$ 1,000,000.00 Aggregate

9.4.5 Professional Liability Insurance: $1,000,000.00 each claim and **$1,000,000.00** aggregate limit professional liability (also known as, errors and omissions) insurance providing coverage to the Consultant.

9.5 Failure to Maintain Insurance. In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same and offset the Contractor's invoices for the cost of said insurance.

9.6 Cancellation. The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

9.7 Certificates of Insurance. The Contractor's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and The Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded by the additional insured shall be primary and non-contributory insurance and the coverage

and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and its Board of Education is listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation. All policies shall include a Waiver of Subrogation except Professional Liability.**" The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of the Corporation Counsel, 235 Grand Street, Waterbury, CT06702.

9.8 No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies, endorsements, and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: **EQUAL EMPLOYMENT OPPORTUNITY ACT; COPELAND ANTI-KICKBACK ACT**, as supplementedin the Department of Labor Regulations (29 CFR Part 3); **DAVIS-BACON ACT** as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); **THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**, as amended; **TITLE 31** and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1 Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid for by the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations relating to the conduct of the work and services as specified.

10.2 Taxes-Federal, State and Local. The City is exempt from Federal Excise and

Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3 Labor and Wages. The Contractor and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

10.3.1 The Contractor is aware of the provisions of Title 31, § 53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute § 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

10.3.2 If applicable, the Contractor is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

11. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, gender identity or expression, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment,

health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to § 93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

11.1 Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

11.2 Equal Opportunity. In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, gender identity or expression, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements and will require the same of all subcontractors.

12. Intentionally Omitted.

13. Termination.

13.1 Termination of Contract for Cause. If, through any cause, in part or in full, the fault of the Contractor, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination. Notwithstanding the above, upon determination by a court of competent jurisdiction that the termination of the agreement pursuant to this **Section 13.1** was wrongful, such termination will be deemed converted to a termination for convenience pursuant to **Section 13.2** and the Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience pursuant to **Section 13.2**.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Contractor under this Contract shall, at the option of the City, become

the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

13.2 Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

13.3 Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

13.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits.

13.4 Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third-party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

13.4.3 Termination by the Contractor. The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior

written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, **(i)** the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc., prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

15. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

a. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

b. War, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics;

c. Acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or another governmental requirement;

d. Strikes and labor disputes; and

e. Certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement.

16. Subcontracting. The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all federal, state and local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and local, laws, regulations and ordinances. The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

17. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. Audit. The City reserves the right to audit the Contractor's books ofaccount in relation to this Contract any time during the period of this Contract or at any time during the twelve-month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Contractor shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

19. Risk of Damage and Loss. The Contractor shall be solely responsible for causing the timely repair to and/or replacement of City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by

someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

20. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the Contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.

22. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading

to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

24. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

25. Contract Change Orders.

25.1 At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

25.1.1 within the scope of the original Contract OR is made pursuant to a provision in the original Contract; and

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein); and

25.1.3 the Final Completion Date has not been changed.

25.2 Notwithstanding the foregoing **Subsection 25.1**, a Change Order shall not include:

25.2.1 an upward adjustment to a Contractor's payment claim; or

25.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

25.3 That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract changes NOT fully complying with **Section 25** shall be effectuated solely by an amendment to this

Contract complying with **Section 38.073** of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned **RFP No. 8777** and (ii) the Contractor's proposal responding to the aforementioned **RFP No. 8777**.

26.1 Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

26.2 Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. Binding Agreement. The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

29. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

30. Governing Law and Choice of Forum. This Contract shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Contract or otherwise shall be determined by a court of competent jurisdiction in Waterbury, Connecticut (or the Federal Court otherwise having territorial jurisdiction over such City and subject matter jurisdiction over the dispute), and not elsewhere.

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever

under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor:	Facilities Compliance Fire Protection, LLC 1492 Berlin Turnpike Berlin, CT 06037
City:	City of Waterbury Department of Education 236 Grand Street Waterbury, CT 06702
With a copy to:	Office of the Corporation Counsel Third Floor City Hall Building 235 Grand Street, Waterbury, CT 06702

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions. The Person (the term "Person" shall herein be as defined in **Section 38** of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

32.1 It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

32.2 It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any

part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal, therefore.

32.3 It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Contractor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

32.4 The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

32.5 Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

32.6 It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this **subsection 32.6**, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this **subsection 32.6** shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7 The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of

all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this **subsection 32.7** shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

32.8 The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections **32.1-32.7**.

32.9 The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices," Chapter 38 titled "Centralized Procurement System," and Chapter 39 titled "Ethics and Conflict of Interest," of said Code as may be amended from time to time.

32.10 The Contractor hereby acknowledges receipt of a copy of Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:https://www.waterburyct.org/services/city-clerk/code-of-ordinances [click link titled "Code of Ordinances (*Rev. 12/31/19).*" For Chapter 38, click on "Title III: Administration," then click on "Chapter 38: Centralized Procurement System." For Chapter 39, click on "Title III: Administration," then click on "Chapter 39: Ethics and Conflicts ofInterest"].

32.11 The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly Funded Construction Projects," and the State of Connecticut Legislature's Special Act No. 01-1.

32.12 Every Person who conducts business with, contracts, with or providescommodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

32.13 Interest of City Officials. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

32.14 Prohibition Against Contingency Fees. The Contractor hereby represents that it

has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

32.15 Freedom of Information Act Notice. Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in **Section 6** herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

IN WITNESS WHEREOF, the Parties hereto execute this Contract on the dates signed below.

WITNESSES:

Sign:_____
Printed name:

Sign:_____
Printed name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski Jr., Mayor

Date: _____

WITNESSES:

Sign:_____
Printed name:

Sign:_____
Printed name:

FACILITIES COMPLIANCE FIRE PROTECTION, LLC

By: _____
Robert Boulager, General Manager

Date:_____

ATTACHMENT A

1. Addendums **N/A** to **RFP No. 8777**, attached hereto;
2. **RFP No. 8777**, attached hereto;
3. Contractor's Response to **RFP No. 8777**, consisting of 50 pages, attached hereto;
4. Contractor's Cost Proposal, consisting of 2 pages, attached hereto;
5. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated by reference;
6. City Contract Compliance Documents, incorporated by reference;
7. Certificates of Insurance, incorporated by reference;
8. Licenses, incorporated by reference; and
9. All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated by reference.

REQUEST FOR PROPOSAL NO. 8777
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
FOR
FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE

Pursuant to this Request for Proposal ("RFP"), the City of Waterbury, Department of Education (hereinafter "City"), is seeking proposals from qualified third-parties (each a "proposer" or "contractor" and, collectively, "proposers to enter into a three (3) year contract for fire suppression equipment testing and maintenance and various facilities/schools (the "Project").

A. Background and Intent

The project cenetrs around the inspection, testing and maintenance of automatic sprinkler, fire alarm, fire extinguisher and carbon monoxide detection systems at various facilities and schools as outlined herein.

B. Qualifications

Eligible proposers will be those contractors, consultants, businesses, and institutions possessing the following qualifications:

1. Experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services in this RFP;
2. A proven track record in providing these types of or similar services for municipal governments; and
3. Knowledge of federal and state laws and regulations governing the services outlined in the scope of services.

C. Scope of Services

See <u>Attachment E.</u>

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be 3 years.

E. Insurance

The respondent shall provide insurance as set for in **<u>Attachment D</u>** provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial category as shown in the most current A.M. Best Company ratings.

F. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.

2. **There will be a <u>Mandatory Information Session</u> with respect to this RFP on May 18, 2026 starting at 9:00AM.**

   THOSE NOT ATTENDING ON-TIME AND SIGNING IN AT EACH LOCATION WILL NOT BE ELIGIBLE TO SUBMIT A PROPOSAL. The school addresses in order of visitation are as follows:

   1. **Carrington Elementary School - 24 Kenmore Ave.**
   2. **Kennedy High School – 422 Highland Ave.**
   3. **Tinker Elementary School – 809 Highland Ave.**
   4. **Wendell Cross Elementary School – 1255 Hamilton Ave.**
   5. **International Dual Language School – 116 Beecher Ave.**
   6. **Rotella Inter-District Magnet School – 380 Pierpont Rd.**

3. Proposers must complete and sign the items and any forms included in **<u>Attachment A</u>** - Contract Compliance Packet.

4. All questions and communication about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on May 21, 2026**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other people otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury ProcureWare website **by May 26, 2026, 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

G. Management

Any contract or purchase order resulting from this RFP will be managed by The School Inspectors Office.

H. Conditions

All those submitting proposals must adhere to the following conditions and must positively so state in their proposal:

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws;

2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City;

3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City;

4. The proposer agrees that the proposal will remain valid for a period of **one hundred twenty (120) days** after the closing date for the submission and may be extended beyond that time by mutual agreement;

5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals;

6. The proposer must certify that the personnel identified in its response to this RFP will be the people actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City;

7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.;

8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer;

9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfy the requirements set forth or implied in the proposal;

10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section H.5.

of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers;

11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanations to any RFP selection committee established by the City;

12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation;

13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response;

14. The proposer must accept the City's standard agreement language. **See Attachment B**; and

15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

I. Proposal Requirements & Required Format

One (1) original (clearly identified as such) and **three (3)** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:00 AM on June 5, 2026. Proposals received after that time shall not be considered.**

Mr. Kevin McCaffery
Director of Purchasing
Room 103
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Proposals submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. In **Attachment C**, proposers shall also identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in **Attachment C**, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. Proposer Information: Please provide the following information:

    a. Firm Name;
    b. Permanent main office address;
    c. Date firm organized;
    d. Legal Form of ownership. If a corporation, indicate where incorporated;
    e. How many years have you been engaged in services you provide under your present name?; and
    f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

2. Experience, Expertise and Capabilities.

    a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services outlined in the RFP, as well as a description of its primary business focus.
    b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:
        - Organization name and the name, title, address and telephone number of a responsible contact person;
        - Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain;
        - For each project done for a municipality or other government agency, please indicate the gross cost of the agreement; and
        - Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.

c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan.

a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.
c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

4. Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP and be completed on **Attachment F**. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section I.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

Since the City may desire to consider the proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal (**Attachment F**) shall be sealed in a separate envelope marked "Confidential: Cost Proposal".

Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.

5. Information Regarding: Failure to Complete Work, Default and Litigation.

Please respond to the following questions:

a. Have you ever failed to complete any work awarded to you? If so, where and why?;
b. Have you ever defaulted on a contract? If so, where and why?;
c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe;
d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details;

e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details;
f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details; and
g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

7. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria.

The following criteria are expected to be among those utilized in the selection process and are presented as a guide for the proposer in understanding the City's requirements and expectations for this project, but are not necessarily all inclusive or presented in order of importance:

a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal;
b. Proposed cost schedule;
c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section I.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s); and
d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process.

The City of Waterbury may elect to have the proposals evaluated by a committee as part of the selection process. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

K. Rights Reserved To The City

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

L. Federal, State and Local Employment Requirements – Not Applicable.

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

M. State Set-Aside Requirements – Not Applicable.

i. The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with **CONN. GEN. STAT.** §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by Public Act 23-204 and Public Act 25-168. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

ii. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of **CONN. GEN. STAT.** § 4a-60g. (25% of the total state-funded value with DAS-certified Small Businesses and 6.25% of the total state-funded value with DAS-certified Minority-, Women-, and/or Disabled-owned Businesses.) The contractor must demonstrate good faith effort to meet the 25% set aside goals.

iii. For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at https://portal.ct.gov/chro/contract-compliance/contract-compliance/contract-compliance-forms-and-reports

N. State DAS Requirements for Construction Projects – Not Applicable.

If applicable, proposers shall submit with their proposals their DAS Contractor Prequalification Certificate along with a current Updated Bid/Proposal Statement. In addition, any named subcontractor whose subcontract value is equal to or greater than $500,000 shall hold a current DAS Contractor Prequalification Certificate in the closest applicable classification of the work that the subcontractor will complete in the contract. The proposer must submit with their proposal all applicable Subcontractor DAS

Prequalification certificates. Any proposal submitted without a copy of the DAS Prequalification Certificate and an Updated Bid/Proposal Statement for the proposal and DAS Prequalification Certificates for subcontractors whose subcontract value is equal to or greater than $500,000 shall be invalid.

The successful proposer and each of its subcontractors having subcontracts in value equal to or greater than $500,000 shall maintain and keep current their respective DAS Contractor Prequalification Certificates at all times during the term of the Contract and any warranty period set forth in the Contract Documents.

O. Bid Bond – Not Applicable.

Each Proposal with a total cost greater than $50,000.00 submitted shall be accompanied by a Proposal Security (a Certified Check or Bid Bond) in the amount of **ten (10) percent** of the Total Proposal Price.

P. Performance/Payment Bonds – Not Applicable.

The proposer to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than $50,000.00, a one hundred (100) percent performance bond with a surety, and in a form, acceptable to the City. In the City's sole discretion, it may also require a one hundred (100) percent Payment Bond and/or other additional security with a surety, and in a form, acceptable to the City.

Q. Prevailing Wages – Not Applicable.

As noted above, proposers are advised that State of Connecticut prevailing wage rates and regulations apply to this Project. The minimum rates to be paid for labor of the various classifications shall be in accordance with the prevailing rate of wages established by the Connecticut Department of Labor. Proposer's attention is directed to **Attachment N/A** – Wage Rate Documentation.

Attachment A Documents

- ANNUAL STATEMENT OF FINANCIAL INTEREST
- DEBARMENT CERTIFICATION
- CITY OF WATERBURY DISCLOSURE OF OUTSTANDING OBLIGATIONS

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City ☐

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City ☐

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in Person or Entity Conducting Business with the City)

No Officials, Employees or Board and Commission Members with Financial Interest ☐

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc…)

Interest Held By:
Self ☐ Spouse ☐ Joint ☐ Child ☐

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc…)

Interest Held By:
Self ☐ Spouse ☐ Joint ☐ Child ☐

FILL IN AND RETURN WITH YOUR SUBMISSION

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

_____
(Name of Company, if applicable)

_____ _____
Signature of Individual (or Authorized Signatory) Date

_____
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☐

FILL IN AND RETURN WITH YOUR SUBMISSION

City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal , State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.

(2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor: _____
_____
_____.

Print Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

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CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of_____

SS.:_____

County of_____

_____, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** _____ of _____(Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

____ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

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CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1			
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1		
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:

_____ _____

Witness Name of Partnership/Business

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CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

By: _____
Name of General Partner/ Sole Proprietor

_____
Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

Deposes and says that he/she is _____ of _____ and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this _____ day of _____ 202_.

_____
(Notary Public)

My Commission Expires: _____

For Corporation

_____ _____
Witness Name of Corporate Signatory

_____
Address of Business

Affix
Corporate
Seal

By:_____
Name of Authorized Corporate Officer

Its:_____
Title

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CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

State of _____)

) SS

County of _____)

_____ being duly sworn,

deposes and says that he/she is _____ of _____ and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this _____ day of _____ 202__.

_____
(Notary Public)

My Commission Expires: _____

Attachment B Documents

- SAMPLE CONTRACT
- SAMPLE CORPORATE RESOLUTION
- SAMPLE LLC RESOLUTION

PROFESSIONAL SERVICES AGREEMENT
RFP No. 8777
for
FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE
between the
CITY OF WATERBURY
and

_____

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the City of Waterbury, Connecticut (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and _____ (the "Contractor", collectively with the City, the "Parties"), located at _____, a duly registered _____.

WHEREAS, the Contractor submitted a proposal to the City responding to **RFP No. 8777** for fire suppression equipment testing and maintenance at certain Waterbury school district facilities (the "Project"); and

WHEREAS, the City selected the Contractor to perform services regarding **RFP No. 8777**; and

WHEREAS, the City desires to obtain the Contractor's services pursuant to the terms, conditions and provisions set forth in this agreement.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this Agreement and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order for it to be deemed complete.

1.1. The Project consists of, and Contractor shall provide fire suppression equipment testing and maintenance across Waterbury's school district facilities as more particularly detailed and described in **Attachment A,** which is a material component of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

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1.1.1 The _ addenda to **RFP No. 8777**, attached hereto;

1.1.2 **RFP No. 8777**, attached hereto;

1.1.3 Contractor's Response to **RFP No. 8777**, dated _____, 2026, consisting of ___ pages, attached hereto;

1.1.4 Contractor's Cost Proposal, dated _____, 2026, consisting of _ pages, attached hereto;

1.1.5 Any and all amendments and change orders, issued by the City after execution of Contract, incorporated herein by reference;

1.1.6 To the extent applicable, State of Connecticut Prevailing Wage Schedule dated **N/A**, and related information, consisting of **N/A** pages, attached hereto and as otherwise incorporated by reference;

1.1.7 City Contract Compliance Documents, incorporated herein by reference;

1.1.8 Certificates of Insurance, incorporated herein by reference;

1.1.9 Licenses, incorporated herein by reference; and

1.1.10 All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

1.2.1 All applicable Federal, State, and local statutes, regulations, charter, and ordinances;

1.2.2 Any and all Amendments and Change Orders, issued by the City after execution of this Contract;

1.2.3 This Contract;

1.2.4 Any Addendums to **RFP No. 8777**;

1.2.5 **RFP No. 8777**;

1.2.6 Contractor's Cost Proposal; and

1.2.7 Contractor's Response to **RFP No. 8777**

2. Contractor Representations Regarding Qualification and Accreditation. The Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1 Representations Regarding Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this

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Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

2.2 Representations Regarding Qualifications. The Contractor hereby represents that to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

2.3 Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students Present. For all activities in school facilities and/or Department of Education facilities, the Contractor shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc. Contractor shall enter and exit all school facilities and Department of Educational facilities as designated as authorized by the appropriate Department/personnel in Education, or the designated person.

2.4 Criminal Background Check and DCF Registry Check. The Contractor shall comply with the requirements of C.G.S. 10-222 c (g) and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students Present, that will or may have direct contact with Students while providing services pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Contractor shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Contractor shall not permit any person with a disqualifying criminal history to have direct contact with a student. The Contractor agrees the "direct contact" shall include the Contractor and its employees providing services under this contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

2.5 Activities, Work, and Services Performed on other City Property (Non-

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Education facilities). For all activities involving non-Board of Education facilities and/or buildings, Contractor shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

3. Responsibilities of the Contractor. All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

3.1 Use of City Property. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous conditions caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.2 Working Hours. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Contractor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

3.3 Cleaning Up. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

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3.4 Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity unless the City gives prior written consent to such use of the City's name in each instance.

3.5 Standard of Performance. All workmanship, services, materials or equipment, either on the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6 Contractor's Employees. The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned.

3.7 Due Diligence Obligation. The Contractor acknowledges its responsibility to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items, facilities, services or functions are included in this Contract and thereby warrants that:

3.7.1 It conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore, the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.7.2 Its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

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3.7.3 It is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 It was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Contractor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Contractor.

3.7.5 It has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 It has given the City written notice of any conflict, error or discrepancy that the Contractor has discovered in the Proposal Documents; and

3.7.7 It agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8 Reporting Requirement. The Contractor shall deliver periodic written reports to the City's Using Agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this Contract's **Section 6** total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, **(vi)** the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's **Section 6** total compensation amount, and **(vii)** any and all additional useful and/or relevant information. Each report shall be signed by the Contractor's Principal or a specifically authorized individual.

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedies to address said breach.

4 Responsibilities of the City. Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees

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are necessary and appropriate to the service to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

5 Contract Time. This shall be a three (3) year contract, commencing on _____, 2026 and continuing through and including _____, 2029.

5.1. Time is and shall be of the essence for all Project milestones and the completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently, and uninterruptedly and at such rate of progress as will ensure full completion thereof within the Contract time stated above. It is expressly understood and agreed by and between the Contractor and City that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

5.2. Delay Damages.

5.2.1 Time is and shall be of the essence for all Project milestones and the completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently, and uninterruptedly and at such rate of progress as will ensure full completion thereof within the Contract time stated above. It is expressly understood and agreed by and between the Contractor and City that the Contract Time is reasonable for the completion of the Work.

5.2.2 The Contractor shall pay to the City the sum of the greater of **SEVEN HUNDRED FIFTY DOLLARS AND ZERO CENTS ($750.00)** per calendar day for each and every calendar day for which the Contractor is in default in completing the work beyond the Milestones Dates, as set forth in **Section 5.1**, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

5.2.3 The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire **Section 5**, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to

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complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

5.2.4 No Damage for Delay. In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any delay, including, without limitation, consequential damages, lost opportunity damages, attorney's fees or other similar remuneration. The City's exercise of any of its rights or remedies under the Contract Documents, including without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work, regardless of the extent or frequency of the City's exercise of these rights has been contemplated by the Parties and shall not be construed as an exception.

6 Compensation. The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this **Section 6**. No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of failure of the Contractor to completely inform itself as required herein above.

6.1 Fee Schedule. Subject to retainage, limitations, etc. set forth below in this **Section 6**, the fee payable to the Contractor shall not exceed _____**DOLLARS (_____)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Bid set forth in **Attachment A**, which is summarized below and inclusive of the required payment and performance bonds:

i. **$_____ – YEAR 1 - FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE;**
ii. $_____ **YEAR 2 - FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE;**
iii. **$_____ YEAR 3 - FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE**

6.2 Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in **Section 6.1**, above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.2.1 The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money

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the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

6.3 Review of Work. The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.

6.4 Proposal Costs. All costs of the Contractor in preparing its proposal for **RFP No. 8777** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

6.5 Payment for Services, Materials, Employees. The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made. Additionally, during the course of the Project, at the City's option, it may require partial waivers of lien and claim from the Contractor and all subcontractors and materialmen with each payment application.

6.6 Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Contractor, if requested by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the

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risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

8.1 The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Contractor duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

8.2 In any and all claims against the City or any of its boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3 The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

8.4 The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and its boards, agents, employees or officers as provided herein.

8.5 Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award

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made thereunder.

8.6 In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission.

9. Contractor's Insurance.

9.1 The Contractor shall not commence work under this Contract until all insurance required under this **Section 9** has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings, or an equivalent City approved rating system.

9.2 At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor, or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

9.3 Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

9.4 The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

9.4.1 General Liability Insurance:

$ 1,000,000.00 Per Occurrence
$ 2,000,000.00 General Aggregate
$ 2,000,000.00 Products/Completed Operations Aggregate

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Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance:

$ 1,000,000.00 Combined single limit ("CSL")Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut Employers' Liability ("EL"):

$ 1,000,000.00 EL Each Accident
$ 1,000,000.00 EL Disease Each Employee
$ 1,000,000.00 EL Disease Policy Limit

Contractor shall comply with all State of Connecticut statutes as it relates to Workers' Compensation.

9.4.4 Excess/Umbrella Liability:

$ 1,000,000.00 Per Occurrence
$ 1,000,000.00 Aggregate

9.4.5 Professional Liability Insurance: $1,000,000.00 each claim and **$1,000,000.00** aggregate limit professional liability (also known as, errors and omissions) insurance providing coverage to the Consultant**.**

9.5 Failure to Maintain Insurance. In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

9.6 Cancellation. The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

9.7 Certificates of Insurance. The Contractor's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and The Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded by the additional insured

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shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and its Board of Education is listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation. All policies shall include a Waiver of Subrogation except Professional Liability.**" The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of the Corporation Counsel, 235 Grand Street, Waterbury, CT06702.

9.8 No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies, endorsements, and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: **EQUAL EMPLOYMENT OPPORTUNITY ACT; COPELAND ANTI-KICKBACK ACT**, as supplemented in the Department of Labor Regulations (29 CFR Part 3); **DAVIS-BACON ACT** as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); **THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**, as amended; **TITLE 31** and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1 Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid for by the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations relating to the conduct of the work and services as specified.

10.2 Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that

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would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3 Labor and Wages. The Contractor and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

10.3.1 The Contractor is aware of the provisions of Title 31, § 53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute § 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

10.3.2 If applicable, the Contractor is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

11. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, gender identity or expression, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each

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subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to § 93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

11.1 Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

11.2 Equal Opportunity. In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, gender identity or expression, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements and will require the same of all subcontractors.

12. Intentionally Omitted.

13. Termination.

13.1 Termination of Contract for Cause. If, through any cause, in part or in full, the fault of the Contractor, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination. Notwithstanding the above, upon determination by a court of competent jurisdiction that the termination of the agreement pursuant to this **Section 13.1** was wrongful, such termination will be deemed converted to a termination for convenience pursuant to **Section 13.2** and the Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience pursuant to **Section 13.2**.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, the Contractor shall not be relieved of liability

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to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

13.2 Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

13.3 Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

13.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits.

13.4 Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for

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cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third-party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

13.4.3 Termination by the Contractor. The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, **(i)** the Contractor shall promptly deliver to the City, in a manner reasonably specified by

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the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc., prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

15. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

a. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

b. War, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics;

c. Acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or another governmental requirement;

d. Strikes and labor disputes; and

e. Certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement.

16. Subcontracting. The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services. Any subcontractor so

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approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all federal, state and local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and local, laws, regulations and ordinances. The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

17. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve-month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Contractor shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

19. Risk of Damage and Loss. The Contractor shall be solely responsible for causing the timely repair to and/or replacement of City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

20. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the Contract between the parties as it relates to this transaction and supersedes all

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previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.

22. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

24. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

25. Contract Change Orders.

25.1 At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

25.1.1 within the scope of the original Contract OR is made pursuant to a provision in the original Contract; and

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25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein); and

25.1.3 the Final Completion Date has not been changed.

25.2 Notwithstanding the foregoing **Subsection 25.1**, a Change Order shall not include:

25.2.1 an upward adjustment to a Contractor's payment claim; or

25.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

25.3 That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract changes NOT fully complying with **Section 25** shall be effectuated solely by an amendment to this Contract complying with **Section 38.073** of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned **RFP No. 8777** and (ii) the Contractor's proposal responding to the aforementioned **RFP No. 8777**.

26.1 Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

26.2 Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted

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by such party.

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. Binding Agreement. The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

29. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

30. Governing Law and Choice of Forum. This Contract shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Contract or otherwise shall be determined by a court of competent jurisdiction in Waterbury, Connecticut (or the Federal Court otherwise having territorial jurisdiction over such City and subject matter jurisdiction over the dispute), and not elsewhere.

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor:

City: City of Waterbury
Department of Education
236 Grand Street
Waterbury, CT 06702

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With a copy to: Office of the Corporation Counsel
Third Floor
City Hall Building
235 Grand Street,
Waterbury, CT 06702

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions. The Person (the term "Person" shall herein be as defined in **Section 38** of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

32.1 It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

32.2 It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal, therefore.

32.3 It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Contractor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

32.4 The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

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32.5 Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

32.6 It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this **subsection 32.6**, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this **subsection 32.6** shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7 The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this **subsection 32.7** shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

32.8 The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections **32.1-32.7**.

32.9 The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices," Chapter 38 titled "Centralized Procurement System," and Chapter 39 titled "Ethics and Conflict of Interest," of said Code as may be amended from time to time.

32.10 The Contractor hereby acknowledges receipt of a copy of Chapters 38 and 39 of

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City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:https://www.waterburyct.org/services/city-clerk/code-of-ordinances [click link titled "Code of Ordinances (*Rev. 12/31/19).*" For Chapter 38, click on "Title III: Administration," then click on "Chapter 38: Centralized Procurement System." For Chapter 39, click on "Title III: Administration," then click on "Chapter 39: Ethics and Conflicts of Interest"].

32.11 The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly Funded Construction Projects," and the State of Connecticut Legislature's Special Act No. 01-1.

32.12 Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

32.13 Interest of City Officials. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

32.14 Prohibition Against Contingency Fees. The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

32.15 Freedom of Information Act Notice. Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in **Section 6** herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto execute this Contract on the dates signed below.

WITNESSES: **CITY OF WATERBURY**

Sign:_____ By:_____
Printed name: Paul K. Pernerewski Jr., Mayor

Sign:_____ Date: _____
Printed name:

WITNESSES: _____

Sign:_____ By: _____
Printed name:

Sign:_____ Date:_____
Printed name:

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ATTACHMENT A

1. Addendums to **RFP No. 8777**, attached hereto;
2. **RFP No. 8777**, attached hereto;
3. Contractor's Response to **RFP No. 8777**, consisting of __ pages, attached hereto;
4. Contractor's Cost Proposal, dated _____, 2026, consisting of _ pages, attached hereto;
5. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated by reference;
6. City Contract Compliance Documents, incorporated by reference;
7. Certificates of Insurance, incorporated by reference;
8. Licenses, incorporated by reference; and
9. All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated by reference.

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CORPORATE RESOLUTION

I, _____, hereby certify that I am the duly elected and acting Secretary of _____, a corporation organized and existing under the laws of the State of _____, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the _____ day of _____, _____.

"It is hereby resolved that _____ is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said _____ corporation this _____ day of _____, 202__.

_____
Secretary

TO BE SIGNED ON DATE OF CONTRACT EXECUTION

LIMITED LIABILTY COMPANY RESOLUTION

I, _____, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of_____, a limited liability company organized and existing under the laws of the State of_____, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the _____ day of _____, _____.

"It is hereby resolved that _____is authorized to make, execute and approve, on behalf of this LLC, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said _____ , LLC this _____ day of _____, 202__.

_____
Manager/Member

.

TO BE SIGNED ON DATE OF CONTRACT EXECUTION

Attachment C Document

- ADDENDUM/CERTIFICATION/NOTICE OF ACCEPTANCE and NON-COLLUSION STATEMENT

FILL IN AND RETURN WITH YOUR SUBMISSION

ATTACHMENT C

KEVIN MC CAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET, ROOM 103
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1 _____ 4 _____

2 _____ 5 _____

3 _____ 6 _____

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

_____ _____

Social Security Number
or Federal Identification Number

Signature of Individual or Corporate Name

_____

Corporate Officer
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name _____
By: _____
(Title)
Business Address: _____
(City, State, Zip Code)
_____
_____
Phone: _____
Email: _____
Date: _____

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

Attachment D Document

- INSURANCE REQUIREMENTS

REQUEST FOR PROPOSAL NO. 8777
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
FOR
FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE
Attachment D

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City of Waterbury and the Waterbury Board of Education as Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A"VIII.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Original, completed Certificates of Insurance must be presented to the City of Waterbury and the Waterbury Board of Education prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.

General Liability:	**$1,000,000 each Occurrence** **$2,000,000 General Aggregate** **$2,000,000 Products/ Completed Operations Aggregate**
Auto Liability:	**$1,000,000 Combined Single Limit each Accident** **Any Auto, All Owned and Hired Autos**
Workers Compensation:	**WC Statutory Limits** **Employer Liability (EL)** **$1,000,000 EL each Accident** **$1,000,000 EL Disease each Employee** **$1,000,000 EL Disease Policy Limits**
Excess/Umbrella Liability:	**$1,000,000 each Occurrence** **$1,000,000 Aggregate**
Professional Liability/E&O:	**$1,000,000 each Wrongful Act** **$1,000,000 Aggregate**

Wording for Additional Insured Endorsement and Waiver of Subrogation:
The City Waterbury and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.

Attachment E Document

- SCOPE OF SERVICES

REQUEST FOR PROPOSAL NO. 8777
BY THE
CITY OF WATERBURY
DEPARTMENT OF EDUCATION
FOR
FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE
ATTACHMENT E

SCOPE OF SERVICES

FIRE PROTECTION AND SUPPRESSION SYSTEMS INSPECTION, TESTING AND MAINTENANCE POLICIES AND PROCEDURES

It will be the policy of the Licensed Organization and/or Licensed Facility that all fire protection systems and equipment shall be inspected, tested and maintained according to all required codes and regulations that have been adopted by State and Local Authorities Having Jurisdiction (AHJ). Whenever systems are being inspected, tested and maintained, the proper precautions, safeguards and notifications shall be followed. Notifying occupants, administrative staff, Central Stations, Fire Marshals, Fire Departments and Maintenance Personnel shall be required. If any fire protection system becomes inoperative, the required notifications shall be made. On-call Personnel shall be notified so that service contractor(s) can be contacted to make repairs to the impacted system(s).

FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE GUIDELINES

Automatic Sprinkler Systems Inspection, Testing, and Maintenance Policies and Procedures must adhere to NFPA 25. Contractor is responsible for identifying **code deficiencies due to updates**

Required inspection/testing frequency scope all per **NFPA 25**:

- **Weekly:** control valves sealed, gauges in dry, pre-action, and deluge systems;
- **Monthly:** gauges in wet pipe systems;
- **Quarterly:** water flow alarm devices; supervisory signal devices; valve supervisory alarm devices; control valves; hydraulic nameplates; signage; hand-wheels; fire department connections;
- **Annually:** seismic bracing; sprinkler heads; pipes and fittings; spare sprinklers; control valves; main drain; partial trip test and internal inspection for dry valves. Testing of water flow alarms, control valves and main drain. Annual performance test of fire pumps and annual hydrant flow;
- **Three years:** flow trip test (dry valve systems);
- **Five years:** If timing requires during the Project period, internal inspection of alarm valves and piping. Gauges need to be tested/replaced as necessary. Testing of fire department connection and pressure reducing valves and hydrants and hose connections; and

Ten years: If timing requires during the Project period, dry sprinklers; fast response sprinklers more than two decades old; standard response sprinklers more than five decades' old.

1. A *qualified contractor or owner's representative shall inspect the facility's sprinkler system. *Qualified. Having adequate knowledge of the installation, construction, or operation of apparatus and the hazards involved. (ref: **NFPA 25**).

2. A complete walk-thru of the sprinkler system by the contractor & owner rep. shall also be conducted at this time. Any obstructions of sprinkler heads and damage to the system shall be identified at this time and documented on the report.

3. The required sprinkler report shall be completed and a copy left at the facility.

Electronic reports (PDF or platform-based)
Centralized submission to Facilities/Risk Management
Deficiency tracking log
Historical inspection records retention (3–5 years minimum)

Any issues that are documented on the report shall be reviewed at this time and a subsequent service visit shall be scheduled to address and correct those items to meet code compliance. Any deficiency impairing fire suppression systems will be communicated immediately with SIO and administration office of the impacted school:

Life safety impairment: response within **4 hours**.
Critical deficiency: repair within **24–72 hours**.
Non-critical: within **30 days**.

If the facility is equipped with a fire pump, an annual inspection shall be conducted. The required flow chart paperwork shall be completed and left at the facility plus provided to School inspector office and risk management.

5. A labeled container with spare sprinkler heads, and a wrench shall be mounted on the wall in close proximity to the main sprinkler valve and within reasonable reach of a qualified first responder.

6. Dry pipe systems shall have pitch and obstruction testing every five (5) years, if timing for same is required during Project period.

Fire Alarm System Inspections Inspection, Testing, and Maintenance Policies and Procedures

1. A qualified* service contractor or owner's representative shall inspect the facility's fire alarm system. *Qualified. Service personnel shall be qualified and experienced in the inspection, testing, and maintenance of fire alarm systems. Examples of qualified personnel shall be permitted to include, but shall not be limited to, individuals who are:

(a) Factory trained and certified;

(b) National Institute for Certification in Engineering Technologies fire alarm certified;

(c) International Municipal Signal Association fire alarm certified;

(d) Certified by a state or local authority; and

(e) Trained and qualified personnel employed by an organization listed by a national testing laboratory for the servicing of fire alarm systems. **NFPA 72**.

Fire alarm systems must meet all requirements of Chapter 14 of the National Fire Protection Association's Code NFPA 72

2.. A complete walk-thru of the fire alarm system by the service contractor & owner rep. shall also be conducted at this time. Any obstructions of horn/strobes and/or damaged devices of the system shall be identified at this time and documented on the report.

3. The required fire alarm report shall be completed, and a copy left at the facility. Any issues that are documented on the report shall be reviewed at this time and a revisit shall be scheduled to address and correct the deficiencies. Note: If the facility has an addressable fire alarm panel, it is required that an annual print-out of fire alarm panel activity be provided for review by either State and/or Local Authorities Having Jurisdiction (AHJ).

Fire Extinguisher Inspections Inspection, Testing, and Maintenance Policies and Procedures

1. A person who has undergone the training necessary to reliably perform maintenance and has the manufacturer's service manual shall service the fire extinguishers.

All fire extinguishers shall be inspected and tested according to NFPA 10.

2. When inspecting the extinguishers, the following items shall be checked:

a) Location in designated space;

b) No obstructions shall block access;

c) Operating instructions on nameplate legible and facing outward;

d) Safety seals and tamper indicators not broken and missing;

e) Fullness determined by weighing or "hefting";

f) Examination for obvious physical damage, corrosion, leakage, or clogged nozzle; and

g) Pressure gauge reading or indicator in the operable range or position.

3. Upon completing the inspection, if provided, the date and initials of the person performing the inspection shall be written on the tag provided by the service contractor, who performs the annual inspection.

4. Also, if there are deficiencies with any of the extinguishers, according to the items being checked, immediate corrective action shall be taken.

5. Maintenance of fire extinguishers shall be performed on an annual basis by a Fire Extinguisher Service Agency or Trained Industrial Safety or Maintenance Personnel.

1. Carbon Monoxide Detection Systems Inspection, Testing, and Maintenance Policies and Procedures All Carbon Monoxide Detectors shall be installed and tested in accordance with NFPA 72

All Carbon Monoxide detectors have lifecycle specifications. The detector will have a date of manufacture on the back of the detector. The detector shall be replaced in accordance with the manufacturer's instructions.

The required carbon monoxide detector performance report shall be completed and a copy left at the facility. Any issues that are documented on the report shall be reviewed at this time and a revisit shall be scheduled to address and correct those items.

List of schools and types of sprinkler coverage

Barnard adult Ed	Wet-basement
Bucks hill	none
Bunker hill	Wet Basement/ stairwells
Carrington	Wet/dry/ fire pump
Chase elem	Wet-Basement/stairwells
Driggs elem	Wet-basement
Duggan	Wet/dry- entire school
Generali	Wet-basement
Gilmartin	Wet/fire pump- entire school
Hopeville	Wet-basement
International	none
Kingsbury	Wet-basement
Maloney	Wet- entire school
Reed	Wet- entire school
Regan	none
Rotella	Wet/dry- entire school

Sprague	none
Tinker	Wet- basement
Walsh	Wet- basement
Washington	Wet- basement
Wendall Cross	Wet- entire school
Wilson	Wet-basement
North end middle	Wet entire school -
Wallace	New edition wet/dry
WAMS	Wet- entire school
West side	Wet- entire school
Crosby	New edition wet/dry
Kennedy	New addition - wet
WCA	Wet/fire pump
Wilby	Wet- entire school
Enlightment	none
State street	Wet- entire school

List of fire panels and devices

Barnard / Adult Ed	**Edwards addressable system** Manual Fire Alarm Boxes – 21 Heat Detectors – 4 Waterflow Switches – 1 Strobes – 43 Speakers - 29
Buckshill / Buckshill Pre-K	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 39 Photo Detectors – 55 Heat Detectors – 13 Waterflow Switches - 1
Bunker hill	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 16 Heat Detectors – 8 Waterflow Switches – 1

	Horns - 19 Strobes - 19
Carrington	**Notifier addressable system** Ion detectors - 32 Duct detectors - 13 Heat detectors - 10 Water flow switches 8 Smoke Duct Detectors - 6
Career Academy	Strobes – 259 Pulls – 149 Smoke Detectors - 20
Chase	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 27 Photo Detectors – 56 Heat Detectors – 2 Waterflow Switches – 1 Horns – 78 Strobes - 78
Crosby / Wallace	**Notifier addressable system** Photo Detectors – 101 B Waterflow Switches – 1 Strobes – 170 B Speakers – 170 B Smoke Duct Detectors - 24
Driggs	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 19 Photo Detectors – 67 Duct Detectors – 2 Heat Detectors – 10 Waterflow Switches – 1 Horns – 34 Strobes - 34
Duggan	**Edwards addressable system** Manual Fire Alarm Boxes – 19 Photo Detectors – 49 Waterflow Switches – 4 Horns – 169 Strobes – 169 Smoke Duct Detectors - 7
Generali	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 38 Photo Detectors – 43 Heat Detectors – 18 Waterflow Swicthes – 2 Supervisory Switches – 2 Horns – 58 Strobes - 72
Gilmartin	**Notifier addressable system** Manual Fire Alarm Boxes – 28 B Photo Detectors – 39 B Strobes – 193 Speakers -114 Duct Detectors – 23 B Heat Detectors – 13 B Waterflow Switches – 4 Smoke Duct Detectors - 5

Hopeville	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 8 Heat Detectors – 3 Horns – 30 Strobes - 30
International	**Silentnight nonaddressable system** Manual Fire Alarm Boxes – 12 Photo Detectors – 18 Horns – 14 Strobes - 14
Kennedy	**Notifier addressable system** Manual Fire Alarm Boxes – 52 B Photo Detectors – 81 B Heat Detectors – 36 B Waterflow Switches – 1 Horns – 153 Strobes - 238 Smoke Duct Detectors - 14
Kingsbury	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 12 Photo Detectors – 24 Waterflow Switches – 7 Supervisory Switches - 3
Maloney	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 34 B Ion Detetcors – 1 Photo Detectors – 32 B Duct Detectors – 19 B Heat Detectors – 6 B Supervisory Switches – 5 B Horns – 59 B Strobes – 70 B Speakers – 7 B Smoke Duct Detectors - 6
Enlightenment	**Silentnight nonaddressable system** Manual Fire Alarm Boxes - 6 Photo Detectors - 13 Heat Detectors – 2 Horns - 6 Strobes - 6
Reed	**Edwards addressable system** Manual Fire Alarm Boxes – 21 Photo Detectors – 71 Duct Detectors – 20 Heat Detectors – 3 Strobes 193 Speakers – 95 Smoke Duct Detectors - 9
Regan	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 15 Photo Detectors – 19 Heat Detectors – 13 Horns – 14 Strobes - 23
Rotella	**Notifier addressable system** Manual Fire Alarm Boxes – 30

	Photo Detectors – 24 Duct Detectors – 4 Waterflow Switches – 2 Supervisory Switches – 7 Smoke Duct Detectors - 11
Saint Joe's	Manual Fire Alarm Boxes – 30 Photo Detectors – 1 Heat Detectors – 5
Sprague	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 26 Photo Detectors – 31 Heat Detectors – 18 Horns – 39 Strobes - 43
State St	**Notifier addressable system** Manual Fire Alarm Boxes – 17 Photo Detectors – 35 Heat Detectors – 2 Strobes - 85 Speakers – 85 Smoke Duct Detectors - 4
Tinker	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 13 Waterflow Switches – 2 Horns – 29 Strobes - 29
Walsh	**Edwards addressable system** Manual Fire Alarm Boxes – 17 Photo Detectors – 19 Heat Detectors – 3 Waterflow Switches – 2 Horns – 60 Strobes - 60
WAMS	**Simplex addressable system** Manual Fire Alarm Boxes – 80 Photo Detectors – 141 Waterflow Switches – 5 Horns – 371 Strobes – 371 Smoke Duct Detectors - 8
Washington	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 12 Heat Detectors – 8 Waterflow Switches – 2
West Side	**Edwards addressable system** Manual Fire Alarm Boxes – 55 Photo Detectors – 149 Waterflow Switches – 1 Horns – 121 Strobes – 121 Smoke Duct Detectors - 14
Wilby / North End	**Notifier addressable system** Manual Fire Alarm – Boxes – 88 Photo Detectors – 40 B Duct Detectors – 60 B

	Waterflow Switches – 6 Strobes – 216 B Speakers – 216 B Smoke Duct Detectors - 31
Wilson School	**Edwards addressable system** Manual Fire Alarm Boxes – 28 Photo Detectors – 12 Heat Detectors – 5 Waterflow Switches – 25 Chimes – 53 Strobes – 53
Wendell Cross	**Notifier addressable system** Manual Fire Alarm Boxes – 1 Strobes – 130 Smoke Detectors – 65 Smoke Duct Detectors - 5
WCA	**Notifier addressable system** Manual Fire Alarm Boxes – 20 Photo Detectors – 81 Horns – 259 Strobes – 259 Smoke Duct Detectors - 7

Coordination Requirements:

- Work hour restrictions (after school, weekends, summer);
- Background checks/badging requirements;
- Coordination with principals and custodial staff; and
- Noise/disruption limits.

END OF ATTACHMENT E

Attachment F Document

- PRICE PROPOSAL FORM

REQUEST FOR PROPOSAL NO. 8777
BY THE
CITY OF WATERBURY
DEPARTMENT OF EDUCATION
FOR
FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE

ATTACHMENT F
(Must be submitted as part of the Proposal in a separate sealed envelope marked **"Confidential: Price Proposal."**)

Date: _____

Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street, Room 103
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

_____
(Print or Type Company/Corporate Name)

_____
(Print or Type Business Address)
_____

_____

_____

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on Attachment C, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

[continued on following page(s)]

ITEM #	YEAR	DESCRIPTION	TOTAL COST
1.0	1	FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE	$
2.0	2	FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE	$
3.0	3	FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE	$
		GRAND TOTAL	$

_____
Social Security Number
or Federal Identification Number

_____
Signature of Individual or
Corporate Name

_____
Company Name

_____
Corporate Officer
(if applicable)

By:_____
(Title)

_____
(Business Address)

_____
(City, State, Zip Code)

Date: _____ Email:_____

END OF ATTACHMENT F

REQUEST FOR PROPOSAL NO. 8777
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
FOR
FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE

Pursuant to this Request for Proposal ("RFP"), the City of Waterbury, Department of Education (hereinafter "City"), is seeking proposals from qualified third-parties (each a "proposer" or "contractor" and, collectively, "proposers") to enter into a three (3) year contract for fire suppression equipment testing and maintenance and various facilities/ schools (the "Project").

A. Background and Intent

The project centers around the inspection, testing and maintenance of automatic sprinkler, fire alarm, fire extinguisher and carbon monoxide detection systems at various facilities and schools as outlined herein.

B. Qualifications

Eligible proposers will be those contractors, consultants, businesses, and institutions possessing the following qualifications:

1. Experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services in this RFP;
2. A proven track record in providing these types of or similar services for municipal governments; and
3. Knowledge of federal and state laws and regulations governing the services outlined in the scope of services.

C. Scope of Services

See Attachment E.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be 3 years.

E. Insurance

The respondent shall provide insurance as set for in **Attachment D** provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial category as shown in the most current A.M. Best Company ratings.

F. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.

2. **There will be a Mandatory Information Session with respect to this RFP on May 18, 2026 starting at 9:00AM, starting at Carrington Elementary School and continuing to five other schools listed below.**

   THOSE NOT ATTENDING ON-TIME AND SIGNING IN AT EACH LOCATION WILL NOT BE ELIGIBLE TO SUBMIT A PROPOSAL. The school addresses in order of visitation are as follows:

   1. **Carrington Elementary School - 24 Kenmore Ave. (Wet/dry/fire pump)**
   2. **Bunker Hill Elementary School – 170 Bunker Hill Ave (Wet basement/stairwells)**
   3. **West Side Middle School – 483 Chase Parkway (Wet- entire school)**
   4. **Kennedy High School – 422 Highland Ave. (Wet- entire school)**
   5. **Tinker Elementary School – 809 Highland Ave. (Wet- basement)**
   6. **Barnard Adult Education – 11 Draher St. (Wet- basement)**

   All above locations are in Waterbury, CT.

3. Proposers must complete and sign the items and any forms included in **Attachment A** - Contract Compliance Packet.

4. All questions and communication about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on May 21, 2026**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other people otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury ProcureWare website **by May 26, 2026, 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

G. Management

Any contract or purchase order resulting from this RFP will be managed by The School Inspectors Office.

H. Conditions

All those submitting proposals must adhere to the following conditions and must positively so state in their proposal:

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws;

2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City;

3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City;

4. The proposer agrees that the proposal will remain valid for a period of **one hundred twenty (120) days** after the closing date for the submission and may be extended beyond that time by mutual agreement;

5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals;

6. The proposer must certify that the personnel identified in its response to this RFP will be the people actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City;

7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.;

8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer;

9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfy the requirements set forth or implied in the proposal;

10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section H.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers;

11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanations to any RFP selection committee established by the City;

12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation;

13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response;

14. The proposer must accept the City's standard agreement language. **See Attachment B**; and

15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

I. Proposal Requirements & Required Format

One (1) original (clearly identified as such) and **three (3)** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:00 AM on June 5, 2026. Proposals received after that time shall not be considered.**

Mr. Kevin McCaffery
Director of Purchasing
Room 103
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Proposals submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. In **Attachment C**, proposers shall also identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in **Attachment C**, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. Proposer Information: Please provide the following information:

    a. Firm Name;
    b. Permanent main office address;
    c. Date firm organized;
    d. Legal Form of ownership. If a corporation, indicate where incorporated;
    e. How many years have you been engaged in services you provide under your present name?; and
    f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

2. Experience, Expertise and Capabilities.

    a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services outlined in the RFP, as well as a description of its primary business focus.
    b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:
        - Organization name and the name, title, address and telephone number of a responsible contact person;
        - Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed

within the original contract timeframe and budget. If not, please explain;

- For each project done for a municipality or other government agency, please indicate the gross cost of the agreement; and
- Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.

c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.

d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan.

a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.

b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.

c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

4. Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP and be completed on **Attachment F**. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section I.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

Since the City may desire to consider the proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal (**Attachment F**) shall be sealed in a separate envelope marked "Confidential: Cost Proposal".

Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.

5. Information Regarding: Failure to Complete Work, Default and Litigation.

Please respond to the following questions:

a. Have you ever failed to complete any work awarded to you? If so, where and why?;
b. Have you ever defaulted on a contract? If so, where and why?;
c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe;
d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details;
e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details;
f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details; and
g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

7. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria.

The following criteria are expected to be among those utilized in the selection process and are presented as a guide for the proposer in understanding the City's requirements and expectations for this project, but are not necessarily all inclusive or presented in order of importance:

a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal;
b. Proposed cost schedule;
c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience, and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section I.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s); and
d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process.

The City of Waterbury may elect to have the proposals evaluated by a committee as part of the selection process. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

K. Rights Reserved To The City

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

L. Federal, State and Local Employment Requirements – Not Applicable.

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

M. State Set-Aside Requirements – Not Applicable.

i. The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with **CONN. GEN. STAT.** §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by Public Act 23-204 and Public Act 25-168. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

ii. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of **CONN. GEN. STAT.** § 4a-60g. (25% of the total state-funded value with DAS-certified Small Businesses and 6.25% of the total state-funded value with DAS-certified Minority-, Women-, and/or Disabled-owned Businesses.) The contractor must demonstrate good faith effort to meet the 25% set aside goals.

iii. For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at https://portal.ct.gov/chro/contract-compliance/contract-compliance/contract-compliance-forms-and-reports

N. State DAS Requirements for Construction Projects – Not Applicable.

If applicable, proposers shall submit with their proposals their DAS Contractor Prequalification Certificate along with a current Updated Bid/Proposal Statement. In addition, any named subcontractor whose subcontract value is equal to or greater than $500,000 shall hold a current DAS Contractor Prequalification Certificate in the closest applicable classification of the work that the subcontractor will complete in the contract. The proposer must submit with their proposal all applicable Subcontractor DAS Prequalification certificates. Any proposal submitted without a copy of the DAS Prequalification Certificate and an Updated Bid/Proposal Statement for the proposal and DAS Prequalification Certificates for subcontractors whose subcontract value is equal to or greater than $500,000 shall be invalid.

The successful proposer and each of its subcontractors having subcontracts in value equal to or greater than $500,000 shall maintain and keep current their respective DAS Contractor Prequalification Certificates at all times during the term of the Contract and any warranty period set forth in the Contract Documents.

O. Bid Bond – Not Applicable.

Each Proposal with a total cost greater than $50,000.00 submitted shall be accompanied by a Proposal Security (a Certified Check or Bid Bond) in the amount of **ten (10) percent** of the Total Proposal Price.

P. Performance/Payment Bonds – Not Applicable.

The proposer to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than $50,000.00, a one hundred (100) percent performance bond with a surety, and in a form, acceptable to the City. In the City's sole discretion, it may also require a one hundred (100) percent Payment Bond and/or other additional security with a surety, and in a form, acceptable to the City.

Q. Prevailing Wages – Not Applicable.

As noted above, proposers are advised that State of Connecticut prevailing wage rates and regulations apply to this Project. The minimum rates to be paid for labor of the various classifications shall be in accordance with the prevailing rate of wages established by the Connecticut Department of Labor. Proposer's attention is directed to **Attachment N/A** – Wage Rate Documentation.

Attachment A Documents

- ANNUAL STATEMENT OF FINANCIAL INTEREST
- DEBARMENT CERTIFICATION
- CITY OF WATERBURY DISCLOSURE OF OUTSTANDING OBLIGATIONS

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City ☐

RFP No. 7089
(Service or Commodity Covered by Contract)

3 years - July 24, 2023 - July 24, 2026
(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202Q)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City ☐

Purchase Orders (Associated with RFP 7489)
(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2026)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in Person or Entity Conducting Business with the City)

No Officials, Employees or Board and Commission Members with Financial Interest [X]

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:
Self [ ] Spouse [ ] Joint [ ] Child [ ]

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:
Self [ ] Spouse [ ] Joint [ ] Child [ ]

FILL IN AND RETURN WITH YOUR SUBMISSION

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Facilities Compliance Fire Protection, LLC
(Name of Company, if applicable)

Signature of Individual (or Authorized Signatory)

5/28/2020
Date

Robert Boulanger, General Manager
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☑

FILL IN AND RETURN WITH YOUR SUBMISSION

City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal , State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.

(2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor: Facilities Compliance Fire Protection LLC
1492 Berlin Tpke
Berlin, CT 06037

Print Name and Title of Authorized Representative: Robert Boulanger, General Manager

Signature of Authorized Representative: Robert Boulanger

Date: 5/28/2026

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Connecticut

SS.:_____

County of Hartford

_____, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** General Manager of Facilities Compliance Fire Protection LLC (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

____ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

__X__ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

__✓__ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

✓ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	NONE			
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	NON			
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1 NONE		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1	NONE		
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1	NONE			
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	NONE	
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

By: _____
Name of General Partner/ Sole Proprietor

_____
Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

Deposes and says that he/she is _____ of _____ and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this _____ day of _____ 202_.

_____
(Notary Public)

My Commission Expires: _____

For Corporation

_____
Witness

North American Fire Holdings, LLC
Name of Corporate Signatory

5510 Glenridge Connector Ste 225
Address of Business Atlanta, GA 30342

Affix
Corporate
Seal

By: _____
Name of Authorized Corporate Officer

Its: General Manager
Title

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

State of Connecticut)

) SS

County of Hartford)

_____ being duly sworn,

deposes and says that he/she is General Manager of FCS Fire Protection and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 28 day of May 2026.

_____
(Notary Public)

My Commission Expires: _____

Sarah Marie Kassey
Notary Public-Connecticut
My Commission Expires
April 30, 2027

Attachment B Documents

- SAMPLE CONTRACT
- SAMPLE CORPORATE RESOLUTION
- SAMPLE LLC RESOLUTION

Attachment C Document

- ADDENDUM/CERTIFICATION/NOTICE OF ACCEPTANCE and NON-COLLUSION STATEMENT

FILL IN AND RETURN WITH YOUR SUBMISSION

ATTACHMENT C

KEVIN MC CAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET, ROOM 103
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1 May 26. 2026 4 _____

2 _____ 5 _____

3 _____ 6 _____

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

83-4332195
Social Security Number
or Federal Identification Number

R. Robert Boulanger
Signature of Individual or Corporate Name

_____
Corporate Officer
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name Robert Boulanger
By: General Manager
(Title)
Business Address: 1492 Berlin Turnpike
(City, State, Zip Code)
Berlin, CT 06037

Phone: 203-440-0556
Email: Rboulanger@Facility-Compliance
Date: 5/28/2026

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

Attachment D Document

- INSURANCE REQUIREMENTS

REQUEST FOR PROPOSAL NO. 8777
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
FOR
FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE
Attachment D

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City of Waterbury and the Waterbury Board of Education as Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A"VIII.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Original, completed Certificates of Insurance must be presented to the City of Waterbury and the Waterbury Board of Education prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.

General Liability:	**$1,000,000 each Occurrence** **$2,000,000 General Aggregate** **$2,000,000 Products/ Completed Operations Aggregate**
Auto Liability:	**$1,000,000 Combined Single Limit each Accident** **Any Auto, All Owned and Hired Autos**
Workers Compensation:	**WC Statutory Limits** **Employer Liability (EL)** **$1,000,000 EL each Accident** **$1,000,000 EL Disease each Employee** **$1,000,000 EL Disease Policy Limits**
Excess/Umbrella Liability:	**$1,000,000 each Occurrence** **$1,000,000 Aggregate**
Professional Liability/E&O:	**$1,000,000 each Wrongful Act** **$1,000,000 Aggregate**

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City Waterbury and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.

Attachment E Document

- SCOPE OF SERVICES

REQUEST FOR PROPOSAL NO. 8777
BY THE
CITY OF WATERBURY
DEPARTMENT OF EDUCATION
FOR
FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE
ATTACHMENT E

SCOPE OF SERVICES

FIRE PROTECTION AND SUPPRESSION SYSTEMS INSPECTION, TESTING AND MAINTENANCE POLICIES AND PROCEDURES

It will be the policy of the Licensed Organization and/or Licensed Facility that all fire protection systems and equipment shall be inspected, tested and maintained according to all required codes and regulations that have been adopted by State and Local Authorities Having Jurisdiction (AHJ). Whenever systems are being inspected, tested and maintained, the proper precautions, safeguards and notifications shall be followed. Notifying occupants, administrative staff, Central Stations, Fire Marshals, Fire Departments and Maintenance Personnel shall be required. If any fire protection system becomes inoperative, the required notifications shall be made. On-call Personnel shall be notified so that service contractor(s) can be contacted to make repairs to the impacted system(s).

FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE GUIDELINES

Automatic Sprinkler Systems Inspection, Testing, and Maintenance Policies and Procedures must adhere to NFPA 25. Contractor is responsible for identifying **code deficiencies due to updates**

Required inspection/testing frequency scope all per **NFPA 25**:

- **Weekly:** control valves sealed, gauges in dry, pre-action, and deluge systems;
- **Monthly:** gauges in wet pipe systems;
- **Quarterly:** water flow alarm devices; supervisory signal devices; valve supervisory alarm devices; control valves; hydraulic nameplates; signage; hand-wheels; fire department connections;
- **Annually:** seismic bracing; sprinkler heads; pipes and fittings; spare sprinklers; control valves; main drain; partial trip test and internal inspection for dry valves. Testing of water flow alarms, control valves and main drain. Annual performance test of fire pumps and annual hydrant flow;
- **Three years:** flow trip test (dry valve systems);
- **Five years:** If timing requires during the Project period, internal inspection of alarm valves and piping. Gauges need to be tested/replaced as necessary. Testing of fire department connection and pressure reducing valves and hydrants and hose connections; and

Ten years: If timing requires during the Project period, dry sprinklers; fast response sprinklers more than two decades old; standard response sprinklers more than five decades' old.

1. A *qualified contractor or owner's representative shall inspect the facility's sprinkler system. *Qualified. Having adequate knowledge of the installation, construction, or operation of apparatus and the hazards involved. (ref: **NFPA 25**).

2. A complete walk-thru of the sprinkler system by the contractor & owner rep. shall also be conducted at this time. Any obstructions of sprinkler heads and damage to the system shall be identified at this time and documented on the report.

3. The required sprinkler report shall be completed and a copy left at the facility.

Electronic reports (PDF or platform-based)
Centralized submission to Facilities/Risk Management
Deficiency tracking log
Historical inspection records retention (3–5 years minimum)

Any issues that are documented on the report shall be reviewed at this time and a subsequent service visit shall be scheduled to address and correct those items to meet code compliance. Any deficiency impairing fire suppression systems will be communicated immediately with SIO and administration office of the impacted school:

Life safety impairment: response within **4 hours**.
Critical deficiency: repair within **24–72 hours**.
Non-critical: within **30 days**.

If the facility is equipped with a fire pump, an annual inspection shall be conducted. The required flow chart paperwork shall be completed and left at the facility plus provided to School inspector office and risk management.

5. A labeled container with spare sprinkler heads, and a wrench shall be mounted on the wall in close proximity to the main sprinkler valve and within reasonable reach of a qualified first responder.

6. Dry pipe systems shall have pitch and obstruction testing every five (5) years, if timing for same is required during Project period.

Fire Alarm System Inspections Inspection, Testing, and Maintenance Policies and Procedures

1. A qualified* service contractor or owner's representative shall inspect the facility's fire alarm system. *Qualified. Service personnel shall be qualified and experienced in the inspection, testing, and maintenance of fire alarm systems. Examples of qualified personnel shall be permitted to include, but shall not be limited to, individuals who are:

(a) Factory trained and certified;

(b) National Institute for Certification in Engineering Technologies fire alarm certified;

(c) International Municipal Signal Association fire alarm certified;

(d) Certified by a state or local authority; and

(e) Trained and qualified personnel employed by an organization listed by a national testing laboratory for the servicing of fire alarm systems. **NFPA 72.**

Fire alarm systems must meet all requirements of Chapter 14 of the National Fire Protection Association's Code NFPA 72

2.. A complete walk-thru of the fire alarm system by the service contractor & owner rep. shall also be conducted at this time. Any obstructions of horn/strobes and/or damaged devices of the system shall be identified at this time and documented on the report.

3. The required fire alarm report shall be completed, and a copy left at the facility. Any issues that are documented on the report shall be reviewed at this time and a revisit shall be scheduled to address and correct the deficiencies. Note: If the facility has an addressable fire alarm panel, it is required that an annual print-out of fire alarm panel activity be provided for review by either State and/or Local Authorities Having Jurisdiction (AHJ).

Fire Extinguisher Inspections Inspection, Testing, and Maintenance Policies and Procedures

1. A person who has undergone the training necessary to reliably perform maintenance and has the manufacturer's service manual shall service the fire extinguishers.

All fire extinguishers shall be inspected and tested according to NFPA 10.

2. When inspecting the extinguishers, the following items shall be checked:

a) Location in designated space;

b) No obstructions shall block access;

c) Operating instructions on nameplate legible and facing outward;

d) Safety seals and tamper indicators not broken and missing;

e) Fullness determined by weighing or "hefting";

f) Examination for obvious physical damage, corrosion, leakage, or clogged nozzle; and

g) Pressure gauge reading or indicator in the operable range or position.

3. Upon completing the inspection, if provided, the date and initials of the person performing the inspection shall be written on the tag provided by the service contractor, who performs the annual inspection.

4. Also, if there are deficiencies with any of the extinguishers, according to the items being checked, immediate corrective action shall be taken.

5. Maintenance of fire extinguishers shall be performed on an annual basis by a Fire Extinguisher Service Agency or Trained Industrial Safety or Maintenance Personnel.

1. Carbon Monoxide Detection Systems Inspection, Testing, and Maintenance Policies and Procedures All Carbon Monoxide Detectors shall be installed and tested in accordance with NFPA 72

All Carbon Monoxide detectors have lifecycle specifications. The detector will have a date of manufacture on the back of the detector. The detector shall be replaced in accordance with the manufacturer's instructions.

The required carbon monoxide detector performance report shall be completed and a copy left at the facility. Any issues that are documented on the report shall be reviewed at this time and a revisit shall be scheduled to address and correct those items.

List of schools and types of sprinkler coverage

Barnard adult Ed	Wet-basement
Bucks hill	none
Bunker hill	Wet Basement/ stairwells
Carrington	Wet/dry/ fire pump
Chase elem	Wet-Basement/stairwells
Driggs elem	Wet-basement
Duggan	Wet/dry- entire school
Generali	Wet-basement
Gilmartin	Wet/fire pump- entire school
Hopeville	Wet-basement
International	none
Kingsbury	Wet-basement
Maloney	Wet- entire school
Reed	Wet- entire school
Regan	none
Rotella	Wet/dry- entire school

Sprague	none
Tinker	Wet- basement
Walsh	Wet- basement
Washington	Wet- basement
Wendall Cross	Wet- entire school
Wilson	Wet-basement
North end middle	Wet entire school -
Wallace	New edition wet/dry
WAMS	Wet- entire school
West side	Wet- entire school
Crosby	New edition wet/dry
Kennedy	New addition - wet
WCA	Wet/fire pump
Wilby	Wet- entire school
Enlightment	none
State street	Wet- entire school

List of fire panels and devices

Barnard / Adult Ed	**Edwards addressable system** Manual Fire Alarm Boxes – 21 Heat Detectors – 4 Waterflow Switches – 1 Strobes – 43 Speakers - 29
Buckshill / Buckshill Pre-K	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 39 Photo Detectors – 55 Heat Detectors – 13 Waterflow Switches - 1
Bunker hill	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 16 Heat Detectors – 8 Waterflow Switches – 1

	Horns - 19 Strobes - 19
Carrington	**Notifier addressable system** Ion detectors - 32 Duct detectors - 13 Heat detectors - 10 Water flow switches 8 Smoke Duct Detectors - 6
Career Academy	Strobes – 259 Pulls – 149 Smoke Detectors - 20
Chase	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 27 Photo Detectors – 56 Heat Detectors – 2 Waterflow Switches – 1 Horns – 78 Strobes - 78
Crosby / Wallace	**Notifier addressable system** Photo Detectors – 101 B Waterflow Switches – 1 Strobes – 170 B Speakers – 170 B Smoke Duct Detectors - 24
Driggs	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 19 Photo Detectors – 67 Duct Detectors – 2 Heat Detectors – 10 Waterflow Switches – 1 Horns – 34 Strobes - 34
Duggan	**Edwards addressable system** Manual Fire Alarm Boxes – 19 Photo Detectors – 49 Waterflow Switches – 4 Horns – 169 Strobes – 169 Smoke Duct Detectors - 7
Generali	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 38 Photo Detectors – 43 Heat Detectors – 18 Waterflow Swicthes – 2 Supervisory Switches – 2 Horns – 58 Strobes - 72
Gilmartin	**Notifier addressable system** Manual Fire Alarm Boxes – 28 B Photo Detectors – 39 B Strobes – 193 Speakers -114 Duct Detectors – 23 B Heat Detectors – 13 B Waterflow Switches – 4 Smoke Duct Detectors - 5

Hopeville	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 8 Heat Detectors – 3 Horns – 30 Strobes - 30
International	**Silentnight nonaddressable system** Manual Fire Alarm Boxes – 12 Photo Detectors – 18 Horns – 14 Strobes - 14
Kennedy	**Notifier addressable system** Manual Fire Alarm Boxes – 52 B Photo Detectors – 81 B Heat Detectors – 36 B Waterflow Switches – 1 Horns – 153 Strobes - 238 Smoke Duct Detectors - 14
Kingsbury	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 12 Photo Detectors – 24 Waterflow Switches – 7 Supervisory Switches - 3
Maloney	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 34 B Ion Detetcors – 1 Photo Detectors – 32 B Duct Detectors – 19 B Heat Detectors – 6 B Supervisory Switches – 5 B Horns – 59 B Strobes – 70 B Speakers – 7 B Smoke Duct Detectors - 6
Enlightenment	**Silentnight nonaddressable system** Manual Fire Alarm Boxes - 6 Photo Detectors - 13 Heat Detectors – 2 Horns - 6 Strobes - 6
Reed	**Edwards addressable system** Manual Fire Alarm Boxes – 21 Photo Detectors – 71 Duct Detectors – 20 Heat Detectors – 3 Strobes 193 Speakers – 95 Smoke Duct Detectors - 9
Regan	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 15 Photo Detectors – 19 Heat Detectors – 13 Horns – 14 Strobes - 23
Rotella	**Notifier addressable system** Manual Fire Alarm Boxes – 30

	Photo Detectors – 24 Duct Detectors – 4 Waterflow Switches – 2 Supervisory Switches – 7 Smoke Duct Detectors - 11
Saint Joe's	Manual Fire Alarm Boxes – 30 Photo Detectors – 1 Heat Detectors – 5
Sprague	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 26 Photo Detectors – 31 Heat Detectors – 18 Horns – 39 Strobes - 43
State St	**Notifier addressable system** Manual Fire Alarm Boxes – 17 Photo Detectors – 35 Heat Detectors – 2 Strobes - 85 Speakers – 85 Smoke Duct Detectors - 4
Tinker	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 13 Waterflow Switches – 2 Horns – 29 Strobes - 29
Walsh	**Edwards addressable system** Manual Fire Alarm Boxes – 17 Photo Detectors – 19 Heat Detectors – 3 Waterflow Switches – 2 Horns – 60 Strobes - 60
WAMS	**Simplex addressable system** Manual Fire Alarm Boxes – 80 Photo Detectors – 141 Waterflow Switches – 5 Horns – 371 Strobes – 371 Smoke Duct Detectors - 8
Washington	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 12 Heat Detectors – 8 Waterflow Switches – 2
West Side	**Edwards addressable system** Manual Fire Alarm Boxes – 55 Photo Detectors – 149 Waterflow Switches – 1 Horns – 121 Strobes – 121 Smoke Duct Detectors - 14
Wilby / North End	**Notifier addressable system** Manual Fire Alarm – Boxes – 88 Photo Detectors – 40 B Duct Detectors – 60 B

	Waterflow Switches – 6 Strobes – 216 B Speakers – 216 B Smoke Duct Detectors - 31
Wilson School	**Edwards addressable system** Manual Fire Alarm Boxes – 28 Photo Detectors – 12 Heat Detectors – 5 Waterflow Switches – 25 Chimes – 53 Strobes – 53
Wendell Cross	**Notifier addressable system** Manual Fire Alarm Boxes – 1 Strobes – 130 Smoke Detectors – 65 Smoke Duct Detectors - 5
WCA	**Notifier addressable system** Manual Fire Alarm Boxes – 20 Photo Detectors – 81 Horns – 259 Strobes – 259 Smoke Duct Detectors - 7

Coordination Requirements:

- Work hour restrictions (after school, weekends, summer);
- Background checks/badging requirements;
- Coordination with principals and custodial staff; and
- Noise/disruption limits.

END OF ATTACHMENT E

[redacted]

FCS

Facilities Compliance Fire Protection LLC

May 28, 2026

Mr. Kevin McCaffery
Director of Purchasing
235 Grand Street
Waterbury, CT 06702

Re: RFP #8777

To whom it may concern,

Proposer Information:

a. Firm Name: Facilities Compliance Fire Protection, LLC

b. Permanent Main Office Address:
1492 Berlin Turnpike
Berlin, CT 06037

b. Date Firm Organized: 2019

d. Legal Form of Ownership:
North American Fire Holdings
5565 Glenridge Connector, Suite 225
Atlanta, GA 30342

e. How many years have you been engaged in the services you provide under your present name?
7 Years

f. Names, titles, reporting relationships, and background/experience of the principal members of your organization, including officers:

Robert Boulanger – General Manager
Fire Protection Specialist, Code Enforcer, NFPA Certified, NFPA CFI-II Fire Inspector with extensive experience focused on Connecticut fire protection systems, inspections, and code compliance.
Matthew DiNello – Fire Sprinkler Fitter
Connecticut F-1 Licensed Fire Sprinkler Fitter with experience in installation, inspection, maintenance, and repair of fire sprinkler systems.

[redacted]

FCS

Facilities Compliance Fire Protection LLC

Technical approach/Qualifications

Facilities Compliance Fire Protection, LLC has been in business since 2019 and has been providing fire protection services throughout the State of Connecticut since. We currently provide services in testing, inspections and repair of fire sprinkler systems, fire alarm systems, fire extinguishers, emergency lights, kitchen suppression systems and other fire protection services. Since 2019, we have come up with a comprehensive quality control plan to streamline and provide the utmost quality during the inspection, testing and repair process. This quality control plan and technical qualifications ensure that Facilities Compliance Fire Protection LLC provide exceptional services and support from our technicians in the field, office staff and our management team.

Facilities Compliance Fire Protections currently has employees that hold licenses for different services that enable us to provide all these services without using subcontractors. This allows us to consolidate the process of testing, inspection, and repairs to be more efficient and unified. All our technicians have gone through AFSA courses and State of CT required testing. Our technicians are provided with annual training and training throughout the year to ensure they are up to date with all training and courses required by the State of Connecticut.

FCS Fire Protection will have a dedicated lead inspector, who holds an F2 license with over 37 years of experience. As well as having an apprentice assigned to the job. FCS has dedicated office personnel for report processing, scheduling, and dispatching. FCS has 1 phone number for all services, and this number is also used for emergencies. FCS can respond within 1 hour to service calls and other such events. FCS has several similar accounts with a proven track record and knowledge of priority panels and how they function to take the system on and offline to minimize disruptions to all parties involved.

[redacted]

FCS

Facilities Compliance Fire Protection LLC

Quality Control Program

FCS field techs completing the inspections will ensure that they review prior inspection report notes and other key information to ensure the latest information is accurate. Once an FCS field tech completes the inspection it is then returned to the FCS data entry personnel. Data entry reviews the inspection reports and identifies any possible action items that may be needed for return or quoting. If a return trip is required a work order is requested from client with reasoning. If a proposal is needed FCS estimator will provide a written proposal. The data entry team reviews the report with prior reports and master report forms generated for each site. Data review is completed, and then a new report is entered into the system. Once a new report is entered it is uploaded into the FCS one drive for client saving. After saving, second data entry personnel will review any notes, comments, or return tracking. Once completed the report will be sent to the client for submission and review.

All reports for clients are saved within the FCS one drive and have duplicate cloud back up protection.

FCS has a total of (7) employees completing data entry and reviews daily. Each gets assigned to specific accounts based on size and quantities.

Should the manager or data entry find an error within tech paperwork. The tech will be brought into the office for quality control training or retraining on data entry.

Should the manager find an error with the data entry personnel. The manager will hold data entry training.

The FCS leadership executive team conducts monthly spot checks on all processes to ensure compliance is met.

Client Escalation Protocol

Our technicians follow our policies and escalation procedures if any problem should arise during inspections and testing. Here are the steps we would require tech to follow:

1. Diagnose and troubleshoot the issue.
2. Confirm the affected area.
3. Field tech to contact FCS Manager for additional information/support.
4. FCS manager to contact onsite Representative of identified issue via phone call and email backup.
5. FCS to advise clients of fire watch required on the affected riser.
6. FCS to return to complete repair following business day or that day determined by staff and part availability.

[redacted]

FCS

Facilities Compliance Fire Protection LLC

Notification of Monitoring Center/Check in procedures

Our technicians will follow these guidelines for check-in and notification procedures during inspections and testing. Here are the steps we would require tech to follow:

1. Arrive onsite at site for inspection and testing.
2. Check in with required staff for the day. Provide them with a list of buildings that will be under inspections and testing.
3. Tech to arrive at location and follow monitoring instructions on the FA panel to take the system offline.
4. Tech to contact security or monitoring station to ensure system is offline.
5. Once offline is confirmed, testing/inspection will be completed, and a follow up call will be completed to monitoring company to ensure signals were received.
6. Tech will be responsible for ensuring that the system is then placed back online with a monitoring company.

Work interfacing with other vendors

Our office staff/technicians will follow these guidelines for interfacing with other vendors during inspections and testing. Here are the steps we would require tech to follow:

1. All vendors needed to complete work will be communicated by FCS office staff to onsite representatives.
2. Onsite representatives will provide FCS staff with proper company and company affiliates for scheduling work.
3. FCS shall ensure the nature of response and urgency is relayed during corresponded.
4. Once the site time and dates are confirmed, FCS will schedule field tech to complete said work.
5. Field techs will work with vendors to ensure the problem is corrected and FCS shall update onsite representatives.

Information Regarding: Failure to Complete Work, Default and Litigation.

a. **Have you ever failed to complete any work awarded to you? If so, where and why?**
No.

b. **Have you ever defaulted on a contract? If so, where and why?**
No.

c. **Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.**
No.

d. **Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.**
No.

e. **Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.**
No.
f. **During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.**
No.
g. **Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?**
No.

[redacted]

FCS

Facilities Compliance Fire Protection LLC

Facility Compliance Fire Protection

Contact Information	Phone Number
Main Office- **Service, Schedule, General Questions**	(203) 440-0550
Robert Boulanger III, Cheif Executive Officer	(860) 620-7206-cell
Matthew DiNello, F-1, Fire Sprinkler Service Manager	(860) 538-7380-cell
Jonathan Maroney, Fire Alarm Service Manager	(203)606-2534 - cell
Zachary Jamele, Operations Manager/Scheduling	(203) 440-0550- *1324
Mike DiNello, Sprinkler Project Manager	(203) 440-0550-*1330
Peter Burkins, Commerical Operations Manager	(203) 440-0550- *1336
Sarah Kassey, Office Administrator	(203) 440-0550-*1329
Morgan Cianelli, Fire Alarm Office Administrator	(203) 400-0550- *1332
Kimberly Cyr, Office Assistant/Reporting	(203) 440-0550-*1328
Paul Kostka, Estimator	(203) 440-0550- *1333
Emergency Calls- After 4pm	(203) 440-0550- Press 1

Matt DiNello- mdinello@facility-compliance.com
Robert Boulanger- rboulanger@facility-compliance.com
Jonathan Maroney- jmaroney@facility-compliance.com
Zachary Jamele- zachary@facility-compliance.com
Mike Dinello- mikedinello@facility-compliance.com
Peter Burkins-pburkins@facility-compliance.com
Sarah Kassey- skassey@facility-compliance.com
Morgan Cianelli – mcianelli@facility-compliance.com
Kimberly Cyr- kcyr@facility-compliance.com
Paul Kostka - pKostka@facility-compliance.com
(Billing or Accounting only)- Admin@facility-compliance.com

[redacted]

FCS

Facilities Compliance Fire Protection LLC

May 28, 2026

Mr. Kevin McCaffery
Director of Purchasing
235 Grand Street
Waterbury, CT 06702

Re: FCS Fire Protection List of References for RFP #8777

To whom it may concern,

Please see below the following list of references.

1. Ken Baxter
   Superintendent of Facilities
   CT Transit
   860-707-1284
   kbaxter@cttransit.com
2. Thomas Welcome
   Facilities Director
   Hartford Public Schools
   860-214-9531
   WELCT001@hartfordschools.org
3. John Marquardt
   Superintendent of Mechanical
   Quinnipiac York Hill / North Haven
   203-582-5377
   John.Marquardt@quinnipiac.edu

Thank You,

Robert Boulanger

Robert Boulanger
General Manager
Facilities Compliance Fire Protection LLC

STATE OF CONNECTICUT ✦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

MATTHEW M DINELLO

90 hunting hill dr

SOUTHINGTON, CT 06489-2931

has been certified by the Department of Consumer Protection as a licensed

FIRE PROTECTION UNLIMITED CONTRACTOR

License # FRP.0041541-F1

Effective: 11/01/2025

Expiration: 10/31/2026

Bryan T. Cafferelli, Commissioner

State of Connecticut

ıokup Detail View

ıe and Address

me	Address
MUEL A DEFRANCESCO	676 TOTOKET RD NORTHFORD, CT 06472-1457

ıential Information

ɜdential	Credential Type	First Issuance Date On Record	Effective Date	Expiration Date	Status
C.0181999-	ELECTRICAL UNLIMITED CONTRACTOR The holder of this license shall be permitted to do all electrical work as defined in section 20-330 of the general statutes (the installation, erection, maintenance, alteration or repair of any wire, cable, conduit, busway, raceway, support, insulator, conductor, appliance, apparatus, fixture or equipment that generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, but does not include low voltage wiring, not exceeding twenty-four volts, used within a lawn sprinkler system). The requirements to qualify for this license exam shall be two (2) years as an unlimited licensed journeyperson or at least six (6) years of equivalent experience and training.	02/14/1997	10/01/2025	09/30/2026	ACTIVE

ɜrated on: 3/9/2026 1:36:33 PM

RESUME OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT/ASSIGNMENT

(Complete one resume for each key person. No substitution of format is permitted.)

NAME OF PERSON:	Robert Boulanger
STAFF POSITION FOR THIS CONTRACT:	Managing Member
TOTAL YEARS OF EXPERIENCE:	18
YEARS WITH CURRENT FIRM:	7
EDUCATION (DEGREE AND SPECIALIZATION):	Fire Protection Specialist, Code Enforcer, NFPA
CURRENT PROFESSIONAL REGISTRATION(S)/CERTIFICATION(S)/LICENSE(S) (STATE AND DISCIPLINE):	NFPA CFI-II Fire Inspector (CT Focused)

RELEVANT CONTRACTS

(Complete this section for each key person)

1.	CONTRACT/ASSIGNMENT NAME, LOCATION *(City and State)* AND OWNER City of Hartford- CT Tom Welcome Aidel Rodriquez	CONTRACT DURATION 5 years DATE OF NOTICE TO PROCEED 06/01/2022	DATE OF SUBSTANTIAL COMPLETION
	BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Fire sprinkler, kitchen suppression, fire extinguisher- inspection, testing and repairs of all City Schools and Department of Public Works Facility. Ensure all items are in compliance and provide emergency response services.		Check here if contract performed with current firm ☑
2.	CONTRACT/ASSIGNMENT NAME, LOCATION *(City and State)* AND OWNER Quinnipiac University Keith Edwards Mike Mitsi	CONTRACT DURATION 5 years DATE OF NOTICE TO PROCEED 07/01/2020	DATE OF SUBSTANTIAL COMPLETION
	BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Fire sprinkler, kitchen suppression, monthly fire extinguisher, emergency lights- inspection, testing and repairs of all buildings and dorms on campus. Ensure all items are in compliance and provide emergency response services.		Check here if contract performed with current firm ☑
3.	CONTRACT/ASSIGNMENT NAME, LOCATION *(City and State)* AND OWNER Uconn	CONTRACT DURATION 5 years DATE OF NOTICE TO PROCEED	DATE OF SUBSTANTIAL COMPLETION
	BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE monthly fire extinguisher and emergency light- inspection, testing and repairs of Uconn and all campuses. Ensure all items are in compliance and provide emergency response services.		Check here if project contract performed with current firm ☑

RESUME OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT/ASSIGNMENT

(Complete one resume for each key person. No substitution of format is permitted.)

NAME OF PERSON:	Matt DiNello
STAFF POSITION FOR THIS CONTRACT:	CT fire protection
TOTAL YEARS OF EXPERIENCE:	20
YEARS WITH CURRENT FIRM:	7
EDUCATION (DEGREE AND SPECIALIZATION):	Fire Protection Specialist
CURRENT PROFESSIONAL REGISTRATION(S)/CERTIFICATION(S)/LICENSE(S) (STATE AND DISCIPLINE):	CT fire sprinkler fitter

RELEVANT CONTRACTS

(Complete this section for each key person)

1.

CONTRACT/ASSIGNMENT NAME, LOCATION *(City and State)* AND OWNER

City of Hartford- CT
Tom Welcome
Aidel Rodriquez

CONTRACT DURATION 5 years

DATE OF NOTICE TO PROCEED: 06/01/2022

DATE OF SUBSTANTIAL COMPLETION:

BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Fire sprinkler, kitchen suppression, fire extinguisher- inspection, testing and repairs of all City Schools and Department of Public Works Facility. Ensure all items are in compliance and provide emergency response services.

Check here if contract performed with current firm: ☑

2.

CONTRACT/ASSIGNMENT NAME, LOCATION *(City and State)* AND OWNER

Quinnipiac University
Keith Edwards
Mike Mitsi

CONTRACT DURATION 5 years

DATE OF NOTICE TO PROCEED: 07/01/2020

DATE OF SUBSTANTIAL COMPLETION:

BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Fire sprinkler, kitchen suppression, monthly fire extinguisher, emergency lights- inspection, testing and repairs of all buildings and dorms on campus. Ensure all items are in compliance and provide emergency response services.

Check here if contract performed with current firm: ☑

3.

CONTRACT/ASSIGNMENT NAME, LOCATION *(City and State)* AND OWNER

Uconn

CONTRACT DURATION 5 years

DATE OF NOTICE TO PROCEED: 7/1/24

DATE OF SUBSTANTIAL COMPLETION:

BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

monthly fire extinguisher and emergency light- inspection, testing and repairs of Uconn and all campuses. Ensure all items are in compliance and provide emergency response services.

Check here if project contract performed with current firm: ☑

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Facilities Compliance Fire Protection, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ C
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1492 Berlin Turnpike

Requester's name and address (optional)

6 City, state, and ZIP code
Berlin, CT 06037

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
8 3 – 4 3 3 2 1 9 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 12/10/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Attachment F Document

- PRICE PROPOSAL FORM

REQUEST FOR PROPOSAL NO. 8777
BY THE
CITY OF WATERBURY
DEPARTMENT OF EDUCATION
FOR
FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE

ATTACHMENT F
(Must be submitted as part of the Proposal in a separate sealed envelope marked **"Confidential: Price Proposal."**)

Date: 5/28/2026

Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street, Room 103
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

Facilities Compliance Fire Protection LLC.
(Print or Type Company/Corporate Name)

1492 Berlin Turnpike.
(Print or Type Business Address)

Berlin, CT 06037

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on Attachment C, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

[continued on following page(s)]

ITEM #	YEAR	DESCRIPTION	TOTAL COST
1.0	1	FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE AS PER ATTACHMENT E, SCOPE OF SERVICES	$ 63,602
2.0	2	FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE AS PER ATTACHMENT E, SCOPE OF SERVICES	$ 63,602
3.0	3	FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE AS PER ATTACHMENT E, SCOPE OF SERVICES	$ 63,602
		GRAND TOTAL	$ 190,806.00

83-4332195
Social Security Number
or Federal Identification Number

Robert Boulanger
Signature of Individual or
Corporate Name

Facilities Compliance Fire Protection LLC
Company Name

Corporate Officer
(if applicable)

By: General Manager
(Title)

1492 Berlin Turnpike
(Business Address)

Berlin, CT 06037
(City, State, Zip Code)

Date: 5/28/2024

Email: rboulanger@facility-compliance.com

END OF ATTACHMENT F

REQUEST FOR PROPOSAL NO. 8777
BY THE
CITY OF WATERBURY
DEPARTMENT OF EDUCATION
FOR
FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE

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(Must be submitted as part of the Proposal in a separate sealed envelope marked **"Confidential: Price Proposal."**)

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1492 Berlin Turnpike.
(Print or Type Business Address)

Berlin, CT 06037

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		GRAND TOTAL	$ 190,806.00

83-4332195
Social Security Number
or Federal Identification Number

Robert Boulanger
Signature of Individual or
Corporate Name

Facilities Compliance Fire Protection LLC
Company Name

Corporate Officer
(if applicable)

By: General Manager
(Title)

1492 Berlin Turnpike
(Business Address)

Berlin, CT 06037
(City, State, Zip Code)

Date: 5/28/2024

Email: rboulanger@facility-compliance.com

END OF ATTACHMENT F

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Connecticut

SS.:_____

County of Hartford

_____, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** General Manager of Facilities Compliance Fire Protection LLC (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

____ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

✓ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

___✓___ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	NONE			
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	NON			
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1 NONE		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1	NONE		
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1	NONE			
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	NONE	
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

By: _____
Name of General Partner/ Sole Proprietor

_____
Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

Deposes and says that he/she is _____ of _____ and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this _____ day of _____ 202_.

_____
(Notary Public)

My Commission Expires: _____

For Corporation

_____
Witness

North American Fire Holdings, LLC
Name of Corporate Signatory

5510C Glenridge Connector Ste 225
Address of Business Atlanta, GA 30342

Affix
Corporate
Seal

By: _____
Name of Authorized Corporate Officer

Its: General Manager
Title

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

State of Connecticut)

) SS

County of Hartford)

_____ being duly sworn,

deposes and says that he/she is General Manager of FCS Fire Protection and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 28 day of May 2026.

_____
(Notary Public)

My Commission Expires: _____

Sarah Marie Kassay
Notary Public-Connecticut
My Commission Expires
April 30, 2027

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City ☐

RFP No. 7089
(Service or Commodity Covered by Contract)

3 years - July 24, 2023 - July 24, 2026
(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2026)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City ☐

Purchase Orders (Associated with RFP 7489)
(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202(e))
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure
(Public Officials, Employees or Board and Commission Members with interest in Person or Entity Conducting Business with the City)

No Officials, Employees or Board and Commission Members with Financial Interest [X]

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc…)

Interest Held By:
Self [ ] Spouse [ ] Joint [ ] Child [ ]

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc…)

Interest Held By:
Self [ ] Spouse [ ] Joint [ ] Child [ ]

FILL IN AND RETURN WITH YOUR SUBMISSION

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Facilities Compliance Fire Protection, LLC
(Name of Company, if applicable)

Robert Boulanger 5/28/2020
Signature of Individual (or Authorized Signatory) Date

Robert Boulanger, General Manager
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☑

FILL IN AND RETURN WITH YOUR SUBMISSION

City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal , State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.

(2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor: Facilities Compliance Fire Protection LLC
1495 Berlin Tpke
Berlin, CT 06037

Print Name and Title of Authorized Representative: Robert Boulanger, General Manager

Signature of Authorized Representative:

Date: 5/28/2026

OFFICE OF THE TAX COLLECTOR
THE CITY OF WATERBURY
CONNECTICUT

MEMORANDUM

Date: 7/9/2026

From: **Delinquent Tax Office**

To: **Jerry Gay- Contract Manager**
Department of Education

Subject: **Tax Clearance Verification**

As of the date of this letter, the records of the Tax Collector's Office indicate that the following ***is not*** delinquent in the payment of property taxes, water charges, or parking tickets.

Facilities Compliance Fire Protection, LLC
North American Fire Holdings, LLC
5565 Glenridge Connector, Ste. 225
Atlanta, GA 30342

If you have any questions or require additional information regarding this matter, please do not hesitate to call our office at (203) 574-6810.

Respectfully,

Heidi Barbieri. CCMC
Deputy Tax Collector
City of Waterbury

HB/wf

Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street | Waterbury, CT 06702 203-574-8009

Elizabeth C. Brown
President

August 6, 2026
Via Email

Honorable Board of Aldermen
c/o City Clerk
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Ladies and Gentlemen:

We request your review and approval of a Construction Contract with Union Flooring Installations, LLC, (RFP #8857), in the not to exceed amount of $199,395.00, for gymnasium floor replacements at Maloney Magnet School and Bunker Hill School.

The aforementioned was approved by the Board of Education at its special meeting of August 5, 2026.

Respectfully,

Carrie A. Swain, Clerk
Waterbury Board of Education

cc: J. Gay
R. Gonzalez
M. Konopka

WATERBURY
PUBLIC SCHOOLS

Rebecca Gonzalez
Chief Operating Officer
(203) 346-2340
Rebecca.Gonzalez@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: August 3, 2026

TO: Honorable Board of Education Commissioners
Honorable Board of Aldermen Members

FROM: Rebecca Gonzalez, Chief Operating Officer

RE: Construction Contract for RFP #8857 for Gymnasium Floor Replacements at the Maloney Interdistrict Magnet School and Bunker Hill Elementary School with Union Flooring Installations, LLC

The Education Department respectfully requests your review and approval of gymnasium floor replacements at the Maloney Interdistrict Magnet School and Bunker Hill Elementary School with Union Flooring Installations, LLC. The project includes removal and replacement of gymnasium flooring at Maloney and Bunker Hill Schools. Funding will be provided through the Capital Budget in the amount of $199,395 which includes $112,300 for Maloney Magnet School, $77,600 for Bunker Hill School, and an owner-controlled contingency of $9,495. This contract was initiated under the Request for Proposal process (RFP#8857), with Union Flooring Installations, LLC being the sole qualified respondent.

The project will provide removal and disposal of the existing gym floors, inspection and preparation of existing concrete subfloor, moisture testing and mitigation, installation of new athletic gym flooring systems, new striping (basketball, volleyball, etc.), court logos and school markings, transitions, edge terminations, thresholds, and base, and reinstallation or coordination around existing equipment (bleachers, volleyball sleeves, basketball standards, wall padding, etc.), and final cleaning, commissioning, and turnover.

Substantial work and services shall be complete within 120 consecutive calendar days and final completion within 150 consecutive calendar days from the City's Notice-to-Proceed. Union Flooring was successfully completed the Tinker gymnasium flooring removal and replacement last year and comes highly recommended for this project.

The Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter. Thank you for your continued assistance and consideration.

c: Superintendent Schwartz, Doreen Biolo, Michal Konopka, File

Construction Contract
for
Gymnasium Floor Replacements
at the
Maloney Interdistrict Magnet School
and the
Bunker Hill Elementary School
between
City of Waterbury
and
Union Flooring Installations, LLC

THIS CONTRACT, effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and **UNION FLOORING INSTALLATIONS, LLC**, located at 40 Callender Road, Watertown, Connecticut, a duly registered Connecticut limited liability company (the "Contractor").

WHEREAS the Contractor submitted a bid to the City in response to **Request for Proposal ("RFP") No. 8857** for gymnasium floor replacements at the Maloney Interdistrict Magnet and the Bunker Hill Elementary Schools in Waterbury, Connecticut (the "Project"); and

WHEREAS the City accepted the Contractor's bid for **RFP No. 8857**; and

WHEREAS the City desires to obtain the Contractor's services for the Project pursuant to the terms set forth in this Contract.

NOW, THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this agreement (also referred to herein as the "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with **(i)** all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and **(ii)** generally accepted professional standards.

1.1. The Project consists of the installation of new gymnasium flooring at the Maloney Interdistrict Magnet and the Bunker Hill Elementary Schools in Waterbury, Connecticut, all of which is more particularly detailed and described in the Bid Documents in **Attachment A**, which are hereby made material provisions of this Contract along with the other attachments, if any (e.g. **Attachment B**), referenced herein. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 City's **RFP No. 8857** (incorporated by reference);
1.1.2 Addendum 1 to **RFP No. 8857** (incorporated by reference);
1.1.3 Contractor's Price Proposal, dated July 9, 2026, consisting of 3 pages (attached hereto);
1.1.4 Contractor's Response with associated attachments to **RFP No. 8857** (incorporated by reference);
1.1.5 City of Waterbury, **RFP No. 8857, Attachment G**, which more particularly sets forth the "Scope of Services" (also referred to as "Technical Specifications") (incorporated by reference);
1.1.6 State of Connecticut's Prevailing Wage Schedule, dated June 10, 2026, and related information, consisting of 9 pages (attached hereto and as otherwise incorporated by reference);
1.1.7 Contractor's Certificate of Insurance (attached hereto, or otherwise incorporated by reference);
1.1.8 Contractor's Performance Bond (attached hereto, or otherwise incorporated by reference);
1.1.9 Contractor's Payment Bond (attached hereto, or otherwise incorporated by reference);
1.1.10 All amendments and Change Orders issued by the City after execution of Contract (incorporated by reference);
1.1.11 All applicable Federal, State and local statutes, regulations charter and ordinances; and
1.1.12 All applicable permits and licenses (incorporated by reference).

1.2. The entirety of **Attachments A** and **B**, if any, plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. If any provision in the Contract Documents conflicts with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern any other component part which follows it numerically:

1.2.1 All applicable Federal, State, and local laws, regulations, charter and ordinances;
1.2.2 Contract amendment and change orders;
1.2.3 This Contract;
1.2.4 Addendum 1 to **RFP No. 8857**;
1.2.5 **RFP No. 8857**, including, but not limited to, **Attachment G**;
1.2.6 Contractor's Price Proposal, dated July 9, 2026; and
1.2.7 Contractor's Response.

2. **Representations Regarding Qualification and Accreditation.** The Contractor represents that its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of

this Contract, including any supplementary work and the City relies upon Contractor's representations.

2.1. **Representations regarding Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

2.2. **Representations regarding Qualifications.** The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified, the Consultant and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Consultant shall provide to the City a copy of the Consultant's licenses, certifications, registrations, etc.

3. **Responsibilities of the Contractor.** The Contractor agrees to properly implement the services required in the manner herein provided. The Contractor shall, in addition to any other responsibilities set forth in this Contract and the Schedules and Attachments hereto, perform the following coincident with the performance of this Contract:

3.1. **Due Diligence Obligation.** The Contractor acknowledges its responsibility to examine and to be thoroughly familiar with the City's bid document, including, but not limited to the plans, specifications, drawings and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the bid process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services and functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items, facilities, services and functions are included in this Contract and thereby warrants that:

3.1.1 it conducted or had opportunity to conduct all due diligence prior to the submission of its bid and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its bid proposal shall be borne by the Contractor. Furthermore, the Contractor had the opportunity during the bid process to ask questions it saw fit and to review the responses from the City;

3.1.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.1.3 it is solely responsible for resolving any issues resulting from its failure to conduct due diligence and it shall assume all resulting costs it incurs during the Project;

3.1.4 it was responsible for specifying any changes and disclosing any associated new costs prior to submitting its bid. In the event the Contractor failed to disclose any such new cost prior to the submittal of its bid, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

3.1.5 it has familiarized itself with the nature and extent of the Contract Documents, Project, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Project;

3.1.6 it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents and other documents for **RFP No. 8857** (collectively, the "Bid Documents");

3.1.7 it agrees that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Project;

3.1.8 it has carefully studied all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Scope of Services which were utilized in the preparation of the plans and specifications;

3.1.9 it has made or caused to be made examinations, investigations, measurements and tests and studies of any applicable reports and related data as it deems necessary for ensuring performance of the Scope of Services at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contracts; and certifies no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes; and

3.1.10 The Contractor shall not take advantage of any obvious error or apparent discrepancy in the Contract. Notice of any error or discrepancy discovered shall be given immediately in writing to the City, who shall make such corrections and interpretations as it may deem necessary for the completion of the Project in a satisfactory and acceptable manner.

3.2. **Safety.** Contractor shall perform all work in a safe manner in full compliance with local, state and federal health and safety regulations. Contractor shall immediately correct any dangerous conditions caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which the City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required

to, correct same at Contractor's expense. City shall Contractor in writing any oral notice given within five (5) business days thereafter.

3.3. Storage. In the event the Project site has insufficient, inadequate, and/or improper storage space, it shall be the responsibility of the Contractor to secure, provide and maintain at the Contractor's sole cost and expense **(i)** adequate off-site storage space for equipment, materials, incidentals, etc., and **(ii)** all associated delivery and transportation services. In either event, the Contractor shall assume full responsibility for equipment, materials, incidentals, etc. until both title and risk of loss pass to the City pursuant to **Section 8** of this Contract.

3.4. Working Hours. To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times; for example, a second shift from 3 p.m. to 11 p.m. may be possible. This provision shall not excuse the Contractor from timely performance under the Contract.

3.5. Cleaning Up. The Contractor shall always keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Project site "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

3.6. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity unless the City gives prior written consent to such use of the City's name in each instance.

3.7. Standard of Performance. All Contractor labor, materials, supplies, components, equipment, reports, plans, specifications, drawings, deliverables, incidentals, etc., required to be furnished or delivered under this Contract shall conform in all respects with the requirements set forth in this Contract and shall meet or exceed those standards generally recognized in the Contractor's craft and trade in the State of Connecticut. City specified manufacturer and/or brand name substitution desired by the Contractor shall be made only with the prior written consent of an authorized representative of the City's Using Agency.

3.7.1 In carrying out the Project, the Contractor must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor, nor with the normal routine of the institution or agency operating at the Project site.

3.8. Contractor's Employees. The Contractor shall always enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned. The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove any Contractor employee expressly named, identified or required in this Contract.

3.9. Subsurface/Unknown Site Conditions. If Project site conditions are encountered which are **(i)** subsurface or otherwise concealed physical conditions or other conditions which differ materially from those indicated in the Contract Documents, or **(ii)** unknown conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent or common in construction activities of the character provided for in this Contract, then prompt notice by the observing party shall be given to the other party to this Contract before Project site conditions may be disturbed; the Contractor shall thereafter wait for written instructions from the City before proceeding under such conditions.

3.10. Surveys. All surveys required under this Contract shall be performed by a State of Connecticut duly licensed land surveyor. Unless expressly stated to the contrary in **Section 1** of this Contract and **Attachment A**, the Contractor shall perform all layout work, all field measurements and all construction staking required, necessary or prudent for the satisfactory prosecution of the Contractor's obligations under this Contract.

3.11. Permits and Licenses. Unless expressly stated to the contrary in **Section 1** of this Contract and **Attachment A**, the Contractor shall secure and obtain all permits and all licenses required, or necessary, or prudent for the performance of the Contractor's obligations under this Contract., and for the City's occupancy, use, and operation of the Project.

3.12. Manufacturer's Directions. Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by the Contractor shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for use under conditions like those at the Project site. One (1) copy of such instructions shall be furnished to the City.

3.13. Review by the City. The Contractor shall permit the City and the City's duly authorized representatives and agents to review, at any time, all work performed under the terms of this Contract at any stage of the Project.

3.14. Records Maintenance. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment.

3.15. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students are Present. For all activities in school facilities and/or Department of Education facilities, the Contractor shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc. Contractor shall enter and exit all school facilities and Department of Educational facilities as designated as authorized by the appropriate Department/personnel in Education, or the designated person.

3.16. Criminal Background Check and DCF Registry Check. The Contractor shall comply with the requirements of C.G.S. 10-222 c (g) and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City students are present, that will or may have direct contact with a student's while providing services pursuant to this Agreement, has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Contractor shall further ensure, and represents to the City, that any person who will have direct contact with a student has submitted to a records check of the Department of Children and Families Child Abuse and Neglect Registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as State and National criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the Federal National Child Protection Act of 1993, and the Federal Volunteers for Children Act of 1998. The Contractor shall not permit any person with a disqualifying criminal history to have contact with a student. The contractor agrees the "direct contact" shall include the contractor and its employees providing services under this contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

4. Responsibilities of the City and City Reservation of Rights. Upon the City's receipt of Contractor's written request for specific information, the City will provide the Contractor with existing documents, data and other materials the City agrees are necessary and appropriate to the services to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

4.1. The City may, in its sole discretion, designate person(s) to act as the City's Project Engineer(s) and/or Manager(s) and the City may, in its sole discretion, define such person(s) authority and responsibilities; initially, the Department of Education's School Inspector's Office is so designated.

4.2. The City reserves the right to **(i)** perform work related or unrelated to the Project with the City's own forces adjoining, adjacent to, or in the vicinity of, the Project site and/or **(ii)** let separate contracts related or unrelated to the Project for work and services adjoining, adjacent to, or in the vicinity of, the Project site. In such an event, the Contractor shall afford all such parties reasonable opportunity for storage of

materials and equipment and for the uninterrupted provision and delivery of such parties' work and/or services. The Contractor shall cooperate with such parties and in the case of a dispute, the decision of the City shall be complied with by all.

5. Contract Time. The Contractor shall Substantially Complete all work and services required under this Contract within **one hundred twenty (120) consecutive calendar days** of the City's issuance of a written Notice to Proceed and shall reach Final Completion within **one hundred fifty (150) consecutive calendar days** of the City's issuance of a written Notice to Proceed. Contractor shall not commence work until the City issues a written Notice to Proceed ("Contract Time").

5.1. Attachment B, if any, is the Project's schedule. On a monthly basis, the Contractor shall deliver to the City a written status report setting forth an analysis and critique of the Contractor's compliance with said schedule.

5.2. Delay Damages.

5.2.1 Time is and shall be of the essence for all Project Phase Completion Dates, Milestones, Substantial and Final Completion Date. The Contractor further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will ensure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.

5.2.1.1 The Contractor shall pay to the City the sum of the greater of **Five Hundred and 00/100 Dollars ($500)** per consecutive calendar day for each calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in **Section 5**, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

5.2.1.2 The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire **Section 5**, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of

State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

5.3. No Damage for Delay. In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any Delay, including, without limitation, consequential damages, lost opportunity damages, attorney's fees or other, similar remuneration. The City's exercise of any of its rights or remedies under the Contract Documents, including without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work, regardless of the extent or frequency of the City's exercise of these rights has been contemplated by the parties and shall not be construed as an exception.

6. Compensation. The City shall compensate the Contractor for satisfactory provision of all the goods and services set forth in this Contract as follows in this **Section 6**. No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of the failure of the Contractor to completely inform itself as required herein above.

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this **Section 6**, the fee payable to the Contractor shall not exceed **ONE HUNDRED NINETY-NINE THOUSAND THREE HUNDRED NINETY-FIVE DOLLARS ($199,395)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Bid set forth in **Attachment A**, which is summarized below and inclusive of the required payment and performance bonds:

i. **$112,300** (base payment for Maloney Interdistrict Magnet School);
ii. **$77,600** (base payment for Bunker Hill Elementary School) and
iii. **$9,495** in Owner Controlled Contingency as governed by **Section 6.1.1** below.

6.1.1 Owner Controlled Contingency. At the sole discretion and control of the City, the Contingency amount as set forth in **Section 6.1(iii)** of this Contract shall be utilized for the payment to the Contractor for additional work not covered by this contract and requested and approved by the City in writing to be performed by the Contractor. The basis for payment for the additional work under the Contingency shall be separate and apart from the Base Payment set forth above. The Owner Controlled Contingency shall be the funding source for any City approved additional work and services not provided for in this Contract. Unless properly approved in writing by the City (see **Section 27**), Contractor shall not be entitled to any compensation from such contingency. The parties agree that a Change Order Form shall be utilized to set forth the additional services, cost of additional services and time for Contractor to provide said service.

6.2. Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage of five percent (5%) of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor

otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contact are fully completed and accepted in writing by the City. The retainage does not include additional sums that the City may withhold due to the Contractor's failure to comply with the provisions of this Contract.

6.3. Limitation of Payment. Compensation to the Contractor is limited to those fees set forth in **Section 6.1** of this Contract and is further limited to work **(i)** performed in fact, **(ii)** conforming with this Contract, and **(iii)** accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of the Contractor's invoices for payment and review of the Contractor's work.

6.3.1 Funding. In the event this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc., all City payment(s) shall fully comply with all relevant Federal and State statutes and regulations. In the event this Contract is 100% funded by Federal and/or State monies, grants, loans, etc., the aggregate sum of all City payments shall not exceed the aggregate sum of such funding.

6.3.2 The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor, in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or become delinquent or in arrears on, regarding the Contractor's and/or its affiliates real and personal property taxes and other payment obligations to the City.

6.4. Bid Costs. All costs of the Contractor in preparing its bid for **RFP No. 8857** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

6.5. Payment for Services, Materials, Appliances, Employees. The Contractor shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final City payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all the foregoing payment obligations have been fully completed. Additionally, during the course of the Project, at the City's option, it may require partial waivers of lien and claim from the Contractor and all subcontractors and materialmen with each payment application.

6.6. Liens. Neither the City's final payment nor any part of the retained percentage, if any, shall become due until the Contractor, if required by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Contractor has

knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fees.

6.7. **Attorney's Fees and Costs.** The prevailing party in any litigation arising hereunder shall be entitled to attorney's fees and costs from the losing party.

6.8. **Contractor's Certificate of Completion.** Upon the Contractor's **(i)** completion of all Project milestones, and **(ii)** Substantial Completion of the Project, and **(iii)** Final Completion of the Project, the Contractor shall, in each instance, file with the City a written, notarized affidavit setting forth the amount of Project work performed. The City reserves the right to verify or challenge by any reasonable means the accuracy of said affidavit.

6.9. **Final Payment.** All prior estimates and City payments, including those relating to extra or additional work, retainage(s), and holdback(s), shall be subject to correction by this final payment which is throughout this Contract called "Final Payment". No payment, final or partial, shall act as a release to the Contractor or its surety from any Contractor obligation(s) under this Contract.

6.10. **Clean Water Fund Project Requirements.** In the event this Contract is funded in whole or in part, is reliant upon, or falls within the jurisdiction of the Clean Water Fund and its statutes, regulations and rules, the Contractor shall:

6.10.1 Submit Applications for Payment in accordance with the following:

The City must receive the Contractor's Application for Payment by the City's or its designee's, review and recommendation for payment, by the fifteenth calendar day of the month to receive payment within the next 50 days. If not received by the fifteenth calendar day of the month, payment cannot be made until 50 days after the fifteenth calendar day of the subsequent month. The Contractor shall provide, at the City's request, reasonable documentation to substantiate Contractor's Application for Payment.

6.10.2 Progress and Final Payments.

The City will make progress payments on account of the Contract Price based on the Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be based on the progress of the Scope of Services as determined by the City, according to the schedule of values provided for in the Contract Documents and approved by the City. Prior to Substantial Completion, progress payments will be limited to an amount equal to 95 percent of the value of the Scope of Services completed. Upon Substantial Completion, the City will pay the amount as specified in the

Contract Documents, subject to reasonable monetary holdback for punch list items.

7. **Warranty of the Contractor.** The Contractor warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this Contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this Contract within the greater of (i) 365 calendar days after the City delivers its written notice of its acceptance of the Project and statement therein establishing the final completion date, or (ii) that time or date expressly stated elsewhere in this Contract or **Attachment A.**

7.1. The Contractor further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from all defects caused by faulty design, faulty material or poor workmanship. The Contractor shall supply to the City copies of any written manufacturer's warranties and guarantees and assign same to the City and the City shall avail itself of same to the fullest extent provided by the terms thereof. The Contractor's foregoing warranty obligations are in addition to, and not a limitation of, all manufacturer's warranties and guarantees, and any other remedy stated in this contract or otherwise available to the City under applicable law.

8. **Passing of Title and Risk of Loss.**

8.1. The City's beneficial use of Project equipment, materials, site-work, etc. prior to the Contractor's final completion of the Project or prior to the City's final payment for the Project shall neither act to vest title in the City nor act to transfer risk of loss from the Contractor to the City. Said title and risk shall pass to the City upon the City's final payment for the Project.

8.2. Contractor and its insurer shall assume the risks of loss or damage to the equipment up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's gross negligence.

8.3. After Project equipment, materials, etc. are delivered to the Project worksite and become operable or functional, the Contractor shall not thereafter remove any such equipment, materials, etc. from the Project worksite without securing the prior written consent of an authorized City Using Agency employee.

9. **Indemnification.**

9.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the

labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Contractor 's duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

9.2. In any and all claims against the City, any City's board and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials by the Contractor or any employee of the Contractor , any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

9.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, any of City boards, and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees and officials as provided in this Contract.

9.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials as provided herein.

9.5. Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

9.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State

statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission.

10. Contract Bonds. The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a penal sum equaling the **Section 6** "Total Compensation" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of **(i)** the warranty period set forth in **Section 7** of this Contract, or **(ii)** 365 calendar days after the Final Completion Date referenced elsewhere in this Contract.

11. Contractor's Insurance.

11.1. The Contractor shall not commence work under this Contract until all insurance required under this **Section 11** has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

11.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

11.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

11.4. The following policies with stated limits shall be maintained, in full force and effect, always during which the services are to be performed by the Contractor:

11.4.1 General Liability Insurance: **$1,000,000.00** per occurrence, **$2,000,000.00** aggregate and **$2,000,000.00** products and completed operations aggregate; providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or

occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

11.4.2 Automobile Liability Insurance: $1,000,000.00 combined single limit (CSL); providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

11.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident **$1,000,000.00**
EL Disease Each Employee **$1,000,000.00**
EL Disease Policy Limit **$1,000,000.00**

Contractor shall comply with all State of Connecticut statutes as it relates to workers' compensation.

11.4.4 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances -- **$1,000,000.00** each occurrence and **$1,000,000.00** Aggregate.

11.5. Failure to Maintain Insurance: In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same and offset the Contractor's invoices for the cost of said insurance.

11.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

11.7. Certificates of Insurance: The Contractor's General, Automobile, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees as an additional insureds and provide waivers of subrogation on all policies, except Builder's Risk and Pollution Liability. The insurance afforded to the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials,**

stakeholders, shareholders and employees are listed as additional insured on all lines of coverage except Pollution Liability and waiver of subrogation applies to all lines of coverage except Pollution Liability and Builder's Risk as their interest may appear". The City's Invitation to Bid Number must be shown on the certificate of insurance to ensure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

11.8. No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies and endorsements and riders.

12. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: **EQUAL EMPLOYMENT OPPORTUNUTY; COPELAND ANTI-KICKBACK ACT**, as supplemented in the Department of Labor Regulations (29 CFR, Part 3); **DAVIS BACON ACT** as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); **THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**, as amended; **TITLE 31** and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference made a part hereof.

12.1. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the bid and pricing contained in this Contract do not include the amount payable for said taxes.

12.2. Labor and Wages-Federal and State. The Contractor and its subcontractors shall conform to Federal and State of Connecticut labor laws, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

12.2.1 The Contractor is aware of, and shall comply with, the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages for work on public facilities. The provisions of the Act are hereby incorporated by reference and made a part of

this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Stat. 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

12.2.2 The Contractor is aware of, and shall comply with, as applicable, the provisions of the Federal Davis-Bacon Act and Connecticut Department of Labor prevailing wage rates, as applicable.

12.3. Compliance with Chapters 34, 38, and 39 of the Code of Ordinances of the City. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with the provisions of Chapters 34, 38, and 39 of the Code of Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

13. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

13.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

13.2. Equal Opportunity. In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting

discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements and will require the same of all subcontractors.

13.3. Contractor Corrective Action. – NOT APPLICABLE.

13.3.1. Pursuant to Conn. Gen. Stat. § 4a-60, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:

(a) Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take corrective action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, as amended by this act, 46a-68e, 46a-68f and 46a-86; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor relating to the provisions of this section and section 46a-56, as amended by this act.

(b) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

13.3.2. Pursuant to Conn. Gen. Stat. § 4a-60a, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:

(a) Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and employees are treated when employed without regard to their sexual orientation;

(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and

(4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

14. Place Holder.

15. Place Holder.

16. Termination.

16.1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by either **(i)** giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or **(ii)** giving written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination. Notwithstanding the above, upon determination by a court of competent jurisdiction that the termination of the agreement pursuant to this **Section 16.1** was wrongful, such termination will be deemed converted to a termination for convenience pursuant to **Section 16.2** and the Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience pursuant to **Article 16.2.**

16.1.1 In the event of a termination, all finished or unfinished documents, data, studies, reports, plans, specifications, drawings, supplies, services, etc. prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

16.1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

16.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

16.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation and disbursement of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City if sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized, or not made available, or such funding has been reduced. In the event this Contract is subject, in whole or in part, to the appropriation and disbursement of Federal and/or State funds and those Federal and/or State funds are not appropriated or are not disbursed to the City, the Contractor hereby

agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City.

16.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

16.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

16.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits.

16.4. Rights Upon Termination.

16.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the products and deliverables delivered to, in possession of and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. Regarding third party products, the Contractor shall transfer all licenses which it is permitted to transfer in accordance with the applicable third-party license. The City shall have no financial obligation to compensate the Contractor for such terminated products unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this Contract in whole or in part.

16.4.2 Termination for Lack of Funding or Convenience. In the event of termination by the City for lack of funding or convenience, the City shall pay the Contractor for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc.(including any holdbacks) installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights

in and to said labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. delivered to, in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to changes in the Project.

16.4.3 Assumption of Subcontracts. In the event of termination, the City shall have the right to assume, at its option, one or all subcontracts for products, services and functions provided exclusively under this Contract.

16.4.4 Delivery of Documents. In the event of termination, **(i)** the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

17. Force Majeure. Contractor shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

17.1. Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies; and

17.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

17.3 Upon cessation of work for reason of force majeure delays, Contractor shall use its best efforts to meet the schedule set forth in **Section 5** of this Contract.

18. Subcontracting. The Contractor shall not, without the prior written approval of the City's Using Agency, subcontract, in whole or in part, any of the Contractor's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all federal, state and local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all services provided hereunder shall comply with all Federal, State and local, laws, regulations and ordinances.

18.1. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed

by them, as it is for the acts and omissions of persons directly employed by the Contractor.

18.2. The Contractor is responsible for and shall control the activities of its subcontractors, and the subcontractors shall consult and cooperate with one another and other contractors working on the Project site. Each subcontractor shall furnish all necessary information to other subcontractors and shall lay out and install its own work to avoid any delays or interferences with the work of another. Any cost for changes, cutting and/or repairing made necessary by failure to observe the above requirements shall be borne by the Contractor or subcontractor responsible for such failure or neglect.

18.3. The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove a subcontractor.

19. **Assignability.** The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

20. **Audit.** The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve-month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Contractor shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

21. **Interest of City Officials.** No member of the governing bodies of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

22. **Interest of Contractor.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the Project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

23. **Entire Contract.** This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor and must comply with the City's Charter and Code of Ordinances.

24. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

25. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

26. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

27. Changes in the Project: Change Orders.

27.1. Requests for Change Orders. The City reserves the right on its own volition or based upon a proposal for a Change Order submitted in written form with a thorough explanation by the Contractor, to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and the functions and services to be performed by the Contractor under this Contract. Such changes must be authorized by the City. The City will not approve of any change orders, deletions, additions, or additional work items to the Scope of Services or any change in the terms and conditions of this Contract except by means of a City authorized amended Scope of Services, applicable and restricted to those items set forth in §1, above, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

27.2. Procedures.

27.2.1 The Contractor's Response to a Change Request.

i. Within thirty (30) calendar days after receipt of a request by the City for any such change or such other period as the Parties may mutually agree to in writing, the Contractor shall submit to the City a proposal describing any changes in Contract Milestones or Contract completion dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the proposed

price adjustment, including the charges for any products required to implement the change request.

ii. To the extent that additional costs or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request.

27.2.2 City's Acceptance of Change Request. If the City accepts the Contractor's proposal, the City shall issue a change order referring to the Contractor's proposal and both parties shall sign the change order. The Contractor shall not implement any change request until the City has issued a valid, properly executed, change order.

27.2.3 City's Rejection of Change Request. If the City does not accept the Contractor's proposal, the City may within two weeks of such non-acceptance: **(i)** withdraw its change request; or, **(ii)** modify its change request, in which case the procedures set forth above shall apply to the Contractor's response to the modified change request.

27.3. City Discretion. The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: **(i)** If it conforms to provisions of applicable laws, and **(ii)** if it is consistent with this Contract, and **(iii)** if the time of performance of this Contract will not be unreasonably delayed, **(iv)** the Final Completion date is not changed, **(v)** if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and **(vii)** if the Change Order requires an increase in the price of the Contract, the City **(1)** has sufficient funds, and **(2)** if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.

27.4. Change Orders Governed by the Provisions of this Contract. All work performed under a Change Order is governed by the provisions of this Contract.

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: **(i)** the City's **RFP No. 8857** and **(ii)** the Contractor's Bid response to **RFP No. 8857**. Said historical documents are attached hereto as part of **Attachment A.**

28.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

28.2. Presumption. This Contract or any section thereof shall not be construed against any party because the Contract or any section thereof was drafted by such party.

29. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Contractor agrees that it waives a trial by jury as to all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

30. Binding Contract. The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

31. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

32. Governing Laws. This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

33. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor:	Union Flooring Installations, LLC 40 Callender Road Watertown, CT 06795
City:	City of Waterbury Corporation Counsel's Office Third Floor 235 Grand Street Waterbury, CT 06702

34. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions. The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the labor, services, equipment, materials, reports, plans, specifications,

drawings, deliverables, incidentals, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc, whether they are expressly stated in this Contract, including but not limited to the following:

34.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

34.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

34.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Contractor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

34.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

34.5. Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

34.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission,

percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 34.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 34.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

34.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

34.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 34.1-34.7.

34.9. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

34.10. The Contractor hereby acknowledges receipt of a copy of Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: *http://www.waterburyct.org/content/458/539/default.aspx* [click link titled "The City of Waterbury Code of Ordinances *Passed 8/24/2009*". For Chapter 38, click on **"TITLE III: ADMINISTRATION"**, then click **on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM"**. For Chapter 39, click on **"TITLE III: ADMINISTRATION"**, then click on **"CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"**].

34.11. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on

Certain Publicly Funded Construction Projects," and the State of Connecticut Legislature's Special Act No. 01-1.

34.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

34.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project, to which this agreement pertains, shall have any personal interest, direct or indirect, in this agreement.

34.14. PROHIBITION AGAINST CONTINGENCY FEES. The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

34.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in **Section 6** of this Contract is greater than $2,500,000.00, the City is entitled to receive a copy of all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

35. Definitions. Whenever the following, words, terms, etc. appear in this Contract, the intent and meaning shall be as follows:

35.1. Additional Work: Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.

35.2. Bid or Proposal: The form on which the bidder is to submit a bid for the Work contemplated.

35.3. Bidder: A person, partnership, corporation or other business organization submitting a bid on the form for the Work contemplated.

35.4. City: The City of Waterbury, acting directly or through specifically authorized personnel.

35.5. Construction Supervisor: An employee of the City of Waterbury, or another City duly authorized person.

35.6. Contract Time: The number of days as stated in the Contract to: (i) achieve Substantial Completion and (ii) Final Completion.

35.7. Equal: The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.

35.8. Final Completion: The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.

35.9. Notice to Proceed: A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.

35.10. Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.

35.11. Project Engineer or Manager: An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.

35.12. Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.

35.13. Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.

35.14. Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.

35.15. Substantial Completion: The time at which, in the opinion of the Engineer, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project mean Substantial Completion thereof.

35.16. Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.

35.17. Supplementary General Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.

35.18. Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.

35.19. Using Agency: The Waterbury Department of Education.

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below.

WITNESSES:

_____

_____

CITY OF WATERBURY

By: _____
Paul K. Pernerewski, Jr., Mayor

Date: _____

WITNESSES:

UNION FLOORING INSTALLATIONS, LLC

By: _____
J.R. Laliberte, General Manager

Date: 7-30-2026

ATTACHMENT A

1. City's **RFP No. 8857** (incorporated by reference);
2. Addendum 1 to **RFP No. 8857** (attached hereto);
3. Contractor's Price Proposal, dated July 9 , 2026, consisting of 3 pages (attached hereto);
4. Contractor's Response with associated attachments to **RFP No. 8857** (incorporated by reference);
5. City of Waterbury, **RFP No. 8857, Attachment G**, which more particularly sets forth the "Scope of Services" (also referred to as "Technical Specifications") (incorporated by reference);
6. State of Connecticut's Prevailing Wage Schedule, dated June 10, 2026, and related information, consisting of 9 pages (attached hereto and as otherwise incorporated by reference);
7. Contractor's Certificate of Insurance (attached hereto, or otherwise incorporated by reference);
8. Contractor's Performance Bond (attached hereto, or otherwise incorporated by reference);
9. Contractor's Payment Bond (attached hereto, or otherwise incorporated by reference);
10. All amendments and Change Orders issued by the City after execution of Contract (incorporated by reference);
11. All applicable Federal, State and local statutes, regulations charter and ordinances; and
12. All applicable permits and licenses (incorporated by reference).

ATTACHMENT B

Final JPY 6.16.26

REQUEST FOR PROPOSAL NO. 8857
BY
THE CITY OF WATERBURY
GYMNASIUM FLOOR REPLACEMENTS
AT THE
MALONEY INTERDISTRICT MAGNET SCHOOL
AND THE
BUNKER HILL ELEMENTARY SCHOOL

ATTACHMENT E
Price Proposal

(Must be submitted as part of Proposal in a separate sealed envelope, marked "Confidential: Price Proposal.")

Date: 7-9-2026

Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street, Room 103
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

Union Flooring Installations
(Print or Type Company/Corporate Name)

40 Callender Rd
(Print or Type Business Address)

Watertown, CT
06795

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on Attachment C, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

[Proposal continued on following page(s)]

Gymnasium Floor Replacements		
Description	**Amount (In Words)**	**Amount (In $)**
Maloney Magnet School (per scope)	one hundred twelve thousand three hundred	$ 112,300 00
Bunker Hill Elementary School (per scope)	seventy seven thousand six hundred	77,600 00
	GRAND TOTAL	$ 189,900 00

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Respectfully submitted by: J.R Laliberte

De-1576598
Social Security Number or Federal Identification Number (Print or Type)

Union Flooring Installations
Company/Corporate Name (Print or Type)

Signature of Authorized Official

J.R Laliberte
Name of Authorized Official (Print or Type)

General Manager
Title of Authorized Official (Print or Type)

Proposer shall provide Proposer's Contact Information below:

40 Callender Rd — Business Address: (Print or Type)

860-274-0071 — Business Fax Number: (Print or Type)

Watertown CT 06795 — City, State, Zip Code: (Print or Type)

860-309-0378 — Business Mobile Number: (Print or Type)

860-274-3020 — Business Telephone Number: (Print or Type)

jr@unionfhr.com — Business Email Address: (Print or Type)

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal.

END OF ATTACHMENT E

Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street | Waterbury, CT 06702 203-574-8009

Elizabeth C. Brown
President

August 6, 2026
Via Email

Honorable Board of Aldermen
c/o City Clerk
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Ladies and Gentlemen:

We request your review and approval of an Agreement with Intensive Education Academy, Inc., for a three-year period and in the not to exceed amount of $539,832.45, to provide educational services in accordance with student's IEP.

The aforementioned was approved by the Board of Education at its special meeting of August 5, 2026.

Respectfully,

Carrie A. Swain, Clerk
Waterbury Board of Education

cc: J. Gay
T. Menzies

WATERBURY
PUBLIC SCHOOLS

Tracy-Ann Menzies
Director of Pupil Services
(203) 346-3505
Tracyann.Menzies@waterbury.k12.ct.us

EXECUTIVE SUMMARY

Date: July 30, 2026

TO: Board of Education
Board of Aldermen

FROM: Tracy-Ann Menzies, Assistant Director of Pupil Services

RE: Approval of Agreement between the City of Waterbury and **Intensive Education Academy (IEA) – Out-of-District Special Education Placement**

The Special Education Department requests approval of the Agreement between the City of Waterbury Public Schools (WPS) and **Intensive Education Academy (IEA) for an Out-of-District (OOD) Special Education Placement.** The purpose of this agreement is to provide a specialized educational program, including instruction and related services, in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act (IDEA), all applicable regulations, and each student's IEP as developed by the City and the Planning and Placement Team (PPT).

Intensive Education Academy (IEA) is a Connecticut State Department of Education-approved private special education school uniquely qualified to serve students with complex educational needs identified through Individualized Education Programs (IEPs). IEA provides specialized instructional, behavioral, and therapeutic services that are not available within the district and is specifically designed to meet the individualized requirements of students whose needs cannot be appropriately addressed in traditional public school settings. Approval of this contract would ensure availability of placements and prevent any interruption to mandated services for eligible students.

The agreement will commence on July 1, 2026, and will terminate on June 30, 2029. The total cost of the three-year agreement is $539,832.45, funded through General Funds.

AGREEMENT
between
CITY OF WATERBURY, CONNECTICUT
and
INTENSIVE EDUCATION ACADEMY, INC.

THIS AGREEMENT, ("Agreement" or "Contract") effective on the date signed by the Mayor (the "Effective Date"), is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, ("City"), and **INTENSIVE EEDUCATION ACADEMY, INC.**, a domestic corporation organized and existing under the laws of the State of Connecticut, and having a place of business at 840 North Main Street, West Hartford, CT 06117 (the "School").

WHEREAS, the School is a private education institution specializing and licensed in the education of children with disabilities;

WHEREAS, the educational needs of the students covered by this Agreement cannot be met with public school arrangements;

WHEREAS, the School is willing to provide educational services to each identified City of Waterbury student in accordance with student's Individual Education Program (IEP), by providing education to children with disabilities, placed in its facility for non-residential reasons, by the Waterbury Board of Education; and

WHEREAS, the City is desirous of having the School perform said educational services for the City.

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services.

1.1. School hereby agrees to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team (PPT), which IEP is incorporated herein by reference as if fully set forth herein. Each student's IEP contains a description of the student's educational program, supports and related services the student is to receive, a statement of goals and objectives relating to the student, and an estimated time schedule for returning the child to the community or transferring such student to another appropriate facility. School shall provide conferences with parents and report to the City when required by the student's IEP, by Section 10-76d of the Connecticut General Statutes or when necessary, regarding the progress of the child.

1.2. School agrees to provide the educational program, supports and related services, as approved by the City and identified in the student's IEP by the Planning and Placement Team (PPT). All other activities will be the responsibility of the School.

1.3. The School shall hold and attend PPT meetings as needed, but at a minimum, on an annual basis. It shall be the responsibility of the City to notify all necessary participants of any PPT meeting, which shall include a representative from the City and a representative from School. A PPT meeting may be held via a telephone conference as required by the City.

1.4. School shall provide the City with monthly reports of the attendance of each child at School's facility along with documentation of the specific services and frequency of services rendered to students under this Agreement. Said reports may be reviewed by the City and reconciled to the services to be provided under this Agreement. Student attendance reports shall accompany the City of Waterbury voucher and the School's billing.

1.5. School shall not withdraw any child from the program for any reason, without providing the City with thirty (30) day prior written notice.

1.6. The Superintendent or their designees may, at any time, conduct periodic site visits at the location where the special education services hereunder are being provided.

1.7. School shall immediately notify the child's parents and/or guardian and the City in the event of an emergency or injury, concerning or involving the child.

2. Term.

2.1. The term of this Agreement shall be for three (3) fiscal years commencing on the date of mayoral execution and terminating on June 30, 2029, or any part thereof (the "Term"). No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City's prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

2.2. The parties agree that the Agreement may be amended from time to time by way of a letter placing additional students in School's facility and acknowledged by School that services will be provided to such students in accordance with each student's IEP and in accordance with the Agreement.

3. Payment.

3.1. The City shall pay School an amount up to **FIVE HUNDRED THIRTY-NINE THOUSAND EIGHT HUNDRED THIRTY-TWO AND 42/100 DOLLARS ($539,832.45)** for the entire Term, educational program, supports and related services properly rendered hereunder, unless this Agreement is sooner terminated as provided

herein. Payment shall not exceed **ONE HUNDRED SEVENTY NINE THOUSAND NINE HUNDRED FORTY-FOUR AND 15/100 DOLLARS ($179,944.15)** for any one year of the Contract Term. The basis for payment of said services shall be as set forth in **Attachment A** entitled "Rate Schedule". **Attachment A** shall consist of one rate schedule for each student placed in the School's facility. The rate schedule shall set forth the name of the student, the services to be provided to each student, number of days anticipated to be in attendance and the cost of said service. **Attachment A** is incorporated herein and made a part of this Agreement.

3.2. Each child's tuition or cost for services provided under the Agreement shall be calculated based upon the number of days at said facility and/or specified hours of required specialized instruction and related services. If the child attends said school for only a portion of the school year the tuition rate will be determined by multiplying the number of days in attendance by the daily rate or hourly rate as set forth in the Rate Schedule, **Attachment A.** The School's Rate Schedule shall provide an explanation of how the tuition or costs for services provided under this Agreement are calculated. Payment shall be made only for the school days and provision of the educational program, supports and related services as identified in each child's IEP and shall be in accordance with the City of Waterbury's payment policy and procedures. School shall provide a yearly "Rate Schedule" for each fiscal year of this three (3) year Agreement for all services that may be rendered by School under this Agreement.

3.3. The City may add or delete students, or any services required by each student, at any time as it deems necessary per each student's IEP, as may be amended from time to time, thereby increasing or decreasing the number of students placed in the School facility. Accordingly, all rates shall remain as set forth in the current "Rate Schedule" for each fiscal year.

3.4. For all the services provided to each child under this Agreement, the City shall pay to School an amount based upon the "Rate Schedule" for that fiscal year. Payment for each child may be changed from time to time based upon each child's individual IEP and services required. Payment to be made by the City shall be for educational costs, supports and related services only.

3.5. The School shall submit all required Medicaid documentation to the City for purposes of submitting claims to the Medicaid School Based Child Health Program administered by the department of Social Services. Such documentation shall include, but is not limited to, daily service logs, session notes, monthly progress reports, and detailed invoicing including the types of services provided, the dates of the services, the units of services, the names, disciplines, and licensing and certification information of the individual providing the service. All progress notes references in this section shall be signed by the individual(s) who performed and/or supervises the service. This information shall be entered directly into the District's electronic Medicaid Billing System. The School acknowledges and agrees that its submission of all required documentation to the City for purposes for purposes of submitting claims to the Medicaid School Based Child Health Program shall be a condition precedent to any payment by the City to the School pursuant to this Agreement.

3.6. In the event that any child enters School's facility at a time subsequent to the beginning of the school term or should withdraw from School's facility prior to the end of the school year, said educational costs, supports and related services shall be proportionately reduced. School shall provide the City with a yearly rate per child as mandated by the State of Connecticut. The daily rate per child shall be calculated by dividing the annual rate by the days each child is required to attend School's program as indicated on each child's IEP. School shall provide the City with a monthly attendance log and the City shall only be responsible to pay School for days the child is actually in attendance, or in which School is providing services. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon School's adhering to the City of Waterbury Board of Education's attendance policy with regard to absences. City will compensate School for school days as set forth under this Agreement unless the student is withdrawn by the City. Further, unless the Planning and Placement Team recommends a change in placement or length of the school day the City shall compensate School in accordance with the day rate schedule attached hereto. In no case will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

4. Records/Reports.

4.1. The City hereby agrees to provide to School such medical, psychological and educational evaluations, as are available to the City, to determine the appropriateness of the placement of those children with disabilities under this Agreement. It shall be the responsibility of the City, in conjunction with the Planning and Placement Team (PPT), to develop an annual IEP for each student placed at the School facility. School shall provide evaluative reports that may be required to keep the City duly informed concerning the educational needs of children enrolled and to enable the City to make judgments concerning those needs and the desirability of continuing the children in School's program. School and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes, without the written permission of the parent or guardian.

4.2. School agrees to adhere to the City of Waterbury Board of Education's policy regarding student attendance and shall notify and contact all parties regarding attendance or lack thereof pursuant to said policy. School hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy.

4.3. The School agrees to provide all required documentation to the City and its Board of Education for the purposes of submitting claims to the Medicaid School Based Child Health Program administered by the State of Connecticut, Department of Social Services.

5. Student Data Requirements.

5.1. All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, the School.

5.2. The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the School except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the School. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the School within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the School that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

5.3. The School shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

5.4. A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the School receives a request to review Student Data in the School's possession directly from a student, parent, or guardian, the School agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The School agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with the School, and correct any erroneous information therein.

5.5. The School shall take actions designed to ensure the security and confidentiality of student data.

5.6. The School will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps:

> Upon discovery by the School of a breach of Student Data, the School shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student{s) whose student data was released, disclosed or acquired; nature

of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

5.7. Student Data shall not be retained or available to the School upon expiration of the Agreement between the School and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the School after the expiration of such Agreement for the purpose of storing student- generated content.

5.8. The School and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

5.9. The School acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

5.10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other Agreement entered into by the Parties concerning Student Data.

6. Confidentiality/FERPA.

6.1. School shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. School shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

6.2. Any and all materials contained in City of Waterbury student files that are entrusted to School or gathered by the School in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by School shall be used solely for the purposes of providing services under this Agreement.

6.3. School acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99) School and City shall comply with the requirements of said statute and regulations, as amended from time to time and School agrees to use information obtained from the City or student education records only for the

purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, School has no authority to make disclosures of any information from education records.

6.4. The School shall ensure that the confidential information in the electronic IEP is maintained and kept secure at all times. The School shall provide access only to those who provide services to the identified students and who have been identified as requiring electronic access by the School's Administrator. The School's Administrator shall provide a list of School identified by them as requiring electronic access to each students IEP and their respective positions prior to access being given.

7. Criminal Background Check and DCF Registry Check.

7.1. The School shall comply with the requirements of C.G.S. 10-222 c (g) and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students may be present, that will or may have direct contact with Students while providing services pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The School shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The School shall not permit any person with a disqualifying criminal history to have direct contact with a student. The School agrees the "direct contact" shall include the School and its employees providing services under this contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

8. Representation Regarding Qualifications.

8.1. School hereby represents that it has been duly approved by the Connecticut State Department of Education for the education of children with or without disabilities, as defined by the Connecticut General Statutes and its regulations.

8.2. School hereby represents that it is knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes, participant protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education. School hereby represents that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes (applicable to this Agreement) and agrees to adhere to each and every condition as it applies.

8.3. School represents that its employees are licensed and certified to perform the scope of work set forth in this Agreement. School further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Agreement. Upon request, School shall provide the City with copies of School's license, certification and resumes, as applicable. School further represents and shall provide documentation that all present staff have the requisite skill and are properly licensed and credentialed, and shall make such licenses available for inspection upon said request. If School is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.

8.3.1 **Representations Regarding Personnel.** School represents that it has or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by School or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

8.3.2 The School represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending. That each of School's employees have submitted to a state and national criminal history records check and a DCF registry check and said results revealed not violations.

9. **Debarment.** School hereby certifies that it and its principals are not debarred or suspended from doing business as required by Executive Order 12549 and shall provide to the City of Waterbury a signed certificate regarding debarment and suspension.

10. **Indemnification.**

10.1. School shall indemnify and hold harmless the City, the City's Board of Education and their agents, commissioners, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the performance of the School's services, caused in whole or in part by any willful or negligent act or omission of School, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.2. School assumes all risk in the operation of this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the City and the Board and their officers, agents or employees. School hereby covenants and agrees to (i) indemnify, (ii) pay the City and Board, their officers, agents, or employees attorney's fees, and (iii) hold harmless the City and Board and their officers, agents or employees from any claims, suits, actions, damages,

losses and injury to person or property arising out of the operation of this Agreement or the negligence or improper conduct of School or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

10.3. In any and all claims against the City, the Board of Education or any of its employees by any employee of School, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for School or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

10.4. School expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by School, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.

10.5. In any and all claims against School, or any of its employees by any employee of the City, any of the City's subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the City or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

11. School's Liability Insurance.

11.1. The School shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the School and such insurance has been approved by the City. The School shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VIII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

11.2. At no additional cost to the City, the School shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the School's obligation under this Contract, whether such obligations are the School's or subcontractor or person or entity directly or indirectly employed by said School or subcontractor, or by any person or entity for whose acts said School or subcontractor may be liable.

11.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than

the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

11.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the School:

11.4.1 General Liability Insurance.
$1,000,000 each Occurrence
$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate

11.4.2 Auto Liability Insurance:
$1,000,000.00 Combined Single Limit each Accident
Any Auto, All Owned and Hired Autos

11.4.2 Workers Compensation. WC Statutory Limits
Employer Liability (EL)
$1,000,000 EL each Accident
$1,000,000 EL Disease each Employee
$1,000,000 EL Disease Policy Limits

11.4.3 Professional Liability/Errors and Omissions.
$1,000,000 each Wrongful Act
$1,000,000 Aggregate

11.4.4 Excess/Umbrella Liability Insurance.
$1,000,000 each Occurrence
$1,000,000 Aggregate

11.4.5 Abuse & Molestation Liability.
$1,000,000 each Occurrence
$1,000,000 Aggregate

11.5. Failure to Maintain Insurance: In the event the School fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the School's invoices for the cost of said insurance.

11.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the School at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

11.7. Certificates of Insurance: The School's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and The Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional

insured shall be primary and non-contributory insurance and the coverage and limits provided under the School's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the School executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."** The City's request for proposal number must be shown on the certificate of insurance. The School must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

11.8. No later than thirty (30) calendar days after School receipt, the School shall deliver to the City a copy of the School's insurance policies, endorsements, and riders.

12. Discriminatory Practices.

12.1. In performing this Agreement, School shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Agreement. Said provisions with subcontractors shall require conformity and compliance with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

12.2. The School shall admit any eligible child and shall not discriminate against any child regardless of race, religion, color, ancestry, natural origin, sex, handicap or disability.

12.2.1 Equal Opportunity. In its execution of the performance of this Agreement, School shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. School agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

13. Termination.

13.1. Termination of Agreement for Cause. If, through any cause, School shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if School shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to School of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In the event of such termination, all documents, data, studies, and reports prepared by School under this Agreement shall, at the option of the City, become its property.

13.2. Notwithstanding the above, School shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by School, and the City may withhold any payments to School for the purpose of setoff until such time as the exact amount of damages due the City from School is determined.

13.3. Termination for Convenience of the City. The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City, to School. If this Agreement is terminated by the City as provided herein, School will be paid an amount for the services actually performed and provided for under this Agreement.

13.4. Termination for Lack of Funding. The School acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through General Fund appropriations, federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City. School acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement. Moreover, this Agreement may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations, (as determined by opinion of bond counsel and or the Internal Revenue Service) and to do so in a commercially viable manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. School therefore agrees that the City and Board shall have the right to terminate this Agreement in whole or in part without penalty in the event that: (1) the City is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by Bond counsel or the Internal Revenue Service; or, (2) the City is unable to market and or timely sell the required amount of debt obligations required to fund the Agreement in whole or in part, or, (3) the money required to enable the City to pay School is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

13.5. The School therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay School is either not appropriated, authorized or made available

pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law.

13.5.1 Effects of Nonappropriation. If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to School.

13.5.2 No Payment for Lost Profits. In no event shall the Board or the City be obligate to pay or otherwise compensate School for any lost or expected future profits.

14. Delivery of Documents. In the event of termination or fulfillment of this Agreement, or at any point that each individual student no longer receives services at School, School shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by the City. This shall include, but is not limited, to any and all student records, evaluations, reports, IEP, or any other records provided to School under this Agreement. The City shall have the right to withhold any payment due to School until said documents have been returned to the City of Waterbury.

15. Subcontracting.

15.1. The School shall not, without the prior written approval of the City, subcontract, in whole or in part, any of School's services.

15.2. The School shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by School.

16. Assignability. The School shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due School from the City under this Agreement may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

17. Audit. The City reserves the right to audit School's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this Agreement, or as required by the grant. In the event the City elects to make such an audit, School shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, documentation of the type, frequency and duration of all services provided to each student, student records including staff records relating to the student, payroll records, bank statements and canceled checks.

18. **Notice.** Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or the School, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

School: Intensive Education Academy, Inc.
840 North Main Street
West Hartford, Connecticut 06117

City: The City of Waterbury
Board of Education
c/o Director of Special Education
236 Grand Street
Waterbury, CT 06702

With a copy to: Office of the Corporation Counsel
City Hall Building
235 Grand Street, 3rd Floor
Waterbury, CT 06702

19. **Entire Agreement.** This Agreement shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Agreement must be in writing and agreed to by the City and School.

20. **Independent Contractor Relationship.** The relationship between the City and School is that of client and independent School. No agent, employee, or servant of School shall be deemed to be an employee, agent or servant of the City. School shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Agreement.

21. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Agreement shall be enforced as if this Agreement was entered into without an invalid provision.

22. **Survival.** Any provisions of this Agreement that impose continuing obligations on the parties shall survive the expiration or termination of this Agreement for any reason.

23. **Disputes; Legal Proceedings and Continued Performance.** Notwithstanding any such claim, dispute or legal action, School shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

24. **Binding Agreement.** The City and School each bind themselves and their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

25. **Waiver.** Any waiver of the terms and conditions of this Agreement by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Agreement.

26. **Governing Law and Choice of Forum.** This Contract shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut without regard to choice or conflict of laws principals that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Contract or otherwise shall be determined by a court of competent jurisdiction in Waterbury, Connecticut (or the Federal Court otherwise having territorial jurisdiction over such City and subject matter jurisdiction over the dispute), and not elsewhere.

27. **City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.** The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

27.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

27.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory

capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

27.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime contractor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

27.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

27.5. Upon a showing that a subcontractor made a kickback to the City, a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

27.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 27.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 27.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

27.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut

General Statutes. Any violation of this subsection 27.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

27.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 27.1- 27.7.

27.9. The School is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93; titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

27.10. The School hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: https://www.waterburyct.org/services/city-clerk/code-of-ordinances [click link titled "Code of Ordinances (*Rev. 12/31/19)*". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

27.11. The School is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

27.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

27.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

27.14. PROHIBITION AGAINST CONTINGENCY FEES. The School hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

27.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the School set forth in Section 3 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all School records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the dates signed below.

WITNESSES:

_____
Print name

_____
Print name

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr., Mayor

Date:_____

WITNESSES:

Cindy Martin
Print name

Angie Diaz
Print name

Jackie Colon

INTENSIVE EDUCATION ACADEMY,

By: Cindy Martin, Head of School

Date: 7/21/26

SCHEDULE "A"
Yearly Rate Schedule
City of Waterbury
and
Intensive Education Academy, Inc.
(Consisting of 1 page)

2026 – 2027 School Calendar
Special Education rate per year

Department of Engineering

The City of Waterbury

July 28, 2026

To: Paul K. Pernerewski, Jr and City of Waterbury Board of Aldermen

From: Roy E. Cavanaugh, P.E., City Engineer

RE: Clough Brook Watershed Flood Resilience Improvements – DEEP Climate Resilience Fund 2025 Grant Executive Summary

Dear Honorable Members of the Board of Aldermen,

The Engineering Department respectfully requests that the Board of Aldermen consider approving and authorizing the Mayor to execute all documents necessary for the funding of the Clough Brook Watershed Flood Resilience Improvements – DEEP Climate Resilience Fund grant. The purpose of the grant is to obtain funds to complete the design and permitting for drainage improvements to the Clough Brook area near Bunker Hill Avenue. The area has historically been subject to periodic flooding.

As you may recall, the board authorized the submission of the original grant application at the December 15, 2025 meeting. A copy of the City Clerk Revised Memorandum is attached as Exhibit A. On June 24, 2026, the City was notified by DEEP that the project was selected for full funding in the amount of $644,456.00. A copy of the award letter is attached as Exhibit B. There is no City match required. The Engineering Department expects to use the funds for the final permitting, design and engineering required for construction of the flood mitigation measures for the Clough Brook Watershed. Eligible expenses are reimbursable. The project duration is anticipated to be 24 months from grant award. It is a follow-on project to the preliminary engineering investigation and conceptual designs using CT DEEP funds for the drainage area.

An Engineering Department representative will be present at the Board of Aldermen meeting to answer any questions that you may have regarding this request.

Attachments (2)

City of Waterbury

Engineering Department

OFFICE: (203) 574-6851
FAX: (203) 574-8277

Memorandum

To: Board of Aldermen

From: Salvatore D. Porzio, Project Manager, Engineering Department

Date: July 16, 2026

Re: **Approval Request / Executive Summary** – Professional Services Agreement [RFQ No. 8132] for Engineering On-Call Services 2025 Through 2027 between The City of Waterbury, Connecticut and Prime Consulting Inc.

The Engineering Department, in conjunction with the Public Works Department and Education Department, respectfully request your approval of the above-referenced agreement for On-Call Professional Services between the City of Waterbury and Prime Consulting Inc. (the "Consultant").

As you may be aware, under RFQ No. 8132, the City solicited for various Engineering On-Call Services and the Section Committee, consisting of me, as Chairmen; Roy E. Cavanaugh, City Engineer; Denis Cuevas, Jacobs Business Manager, and Maureen McCauley, Assistant Director of Purchasing, selected the Consultant to provided various services, by discipline, to the City. (FYI: Please see Section 1.3 of the attached agreement for the specific services the Consultant has been deemed qualified to perform.)

And please be advised that this agreement is for services such as construction administration and resident engineer inspection services, rather than for engineering/design services (which, generally, are the services to be provided under the initial round of on-call agreements approved by your Board earlier this year).

All services requested under this agreement will be authorized through Task Orders and Purchase Orders following the rates and fees set forth in the Consultant's Cost Information Schedule Packet, which has been incorporated into the agreement as part of Attachment A (see attached agreement). Each Task Order will set out, on a project by process basis, the desired scope of work, monetary terms and time of performance for such work, plus all other pertinent project specific information.

The term of the agreement will run from the date of execution by the Mayor through December 31, 2027, and as an On-Call Agreement, there is no cost to the City associated with entering into

the agreement. Costs will be as identified in any issued Task Orders and Purchase Orders in accordance with the On-Call Agreement.

Accordingly, attached please find for your review and consideration copies of the proposed Agreement (with all Attachment A documents to date).

Lastly, please be advised that Engineering Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you.

SDP/sdp
Attachment

cc: Attorney Lynn McHale, via email, w/o attachment.
Selection Committee Members, via email, w/o attachment.
David B. Simpson, Director of Public Works, via email, w/o attachment.
Carrie Swain, Clerk, Board of Education, via email, with attachment.
File C268

OFFICE OF THE DIRECTOR OF FINANCE

THE CITY OF WATERBURY

CONNECTICUT

Date: August 6, 2026

To: Michael DiGiovancarlo,
President, Board of Aldermen

Members, Board of Aldermen
Mayor Paul K. Pernerewski, Jr.

From: Michael LeBlanc, Director of Finance MJL

Subject: $5,000,000 Appropriation and Bond Authorization for a Matching Grant to the Waterbury Land Bank Authority, Inc.

During this past State Legislative Session, under Senate Bill 241, the City of Waterbury was awarded a $5,000,000 Urban Act Grant-In-Aid for the capitalization of the Waterbury Land Bank. With acceptance of the grant, the funds would be designated for the Land Bank's use in acquiring, maintaining, remediating, or developing real property and supporting related projects in Waterbury. The grant would enable the Land Bank to hire additional staff, accelerate property acquisitions and dispositions, and launch a robust housing rehabilitation program.

The Waterbury Land Bank Authority (WLB) exists to strengthen neighborhoods by returning distressed property to productive use, promoting economic development, increasing real property values, and improving quality of life for Waterbury residents. The organization may also be described as an economic development tool that repurposes vacant lots and residential dwellings/structures into community assets while working closely with the City of Waterbury, nonprofits, and local businesses to catalyze neighborhood investment.

The State is looking for the City to provide a 100% matching grant-in-aid in the amount of $5 million, providing for a combined $10 million commitment to the capitalization of the Waterbury Land Bank.

Approval of the attached Appropriation & Bond Authorization would provide for the 100% match. In accordance with provisions of City Charter, Chapter 10, Section 10-A-2(b), a "Public Hearing" must be held prior to final vote on the bond authorization. The hearing date and time must be published in the local newspaper with at least a seven day advance notice (refer to charter for specifics). I respectfully request that a public hearing on this matter be set for the evening of Tuesday, September 8th.

Approval of the bond authorization by resolution can be accomplished by an affirmative vote of at least eleven members of the Board of Aldermen.

RESOLUTION OF THE BOARD OF ALDERMEN AUTHORIZING AN APPROPRIATION OF $5,000,000 TO PROVIDE FUNDING TO THE WATERBURY LAND BANK AUTHORITY AND AUTHORIZING THE ISSUANCE OF THE CITY'S GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED $5,000,000 TO FINANCE THE APPROPRIATION

RESOLVED:

Section 1. By the Board of Aldermen of the City of Waterbury (the "City"), that the sum of $5,000,000 be appropriated to provide funds to the Waterbury Land Bank Authority (the "Authority") in order to match funds to be received by the City through a State of Connecticut, Department of Economic and Community Development, Urban Action Grant Program designated for the Authority's use in acquiring, maintaining, remediating, rehabilitating and developing real property in Waterbury inclusive of operational and administrative costs (the "Project"). The Project furthers the Authority's goals of strengthening neighborhoods by returning distressed property to productive use, promoting economic development and grand list growth, and improving the quality of life for Waterbury residents. To meet said appropriation and in lieu of a tax therefor, bonds of the City shall be issued pursuant to the City Charter and Chapter 109 of the Connecticut General Statutes, as amended, or any other provision of law thereto enabling, in an amount not to exceed $5,000,000 or so much thereof as may be necessary for the Project.

Section 2. The bonds may be sold in a single issue or may be consolidated with other authorized but unissued bonds of the City. The bonds shall be issued in fully registered form, be executed in the name and on behalf of the City by the facsimile or manual signatures of the Mayor and the Director of Finance, bear the City seal or a facsimile thereof, be certified and payable at a bank or trust company designated by the Mayor and the Director of Finance which bank or trust company may also be designated as the registrar and transfer agent, and be approved as to their legality by bond counsel to the City. The bonds may be issued in one or more series and in book entry form. The bonds shall be general obligations of the City and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bonds are within every debt and other limit prescribed by law, and that the full faith and credit of the City are pledged to the payment of the principal thereof and interest thereon. The aggregate principal amount of bonds to be issued, the annual installments of principal, redemption provisions, if any, the interest rate or rates, form and manner of sale, and other terms, details and particulars of such bonds shall be determined by the Mayor and the Director of Finance in accordance with the Connecticut General Statutes, as amended. The net proceeds of the sale of the bonds, after the payment of the costs of the issuance thereof, shall be applied to the payment of the principal of and interest on all temporary notes issued in anticipation thereof, and thereafter further applied to the purposes of the Project.

Section 3. The bonds may be sold by the Mayor and the Director of Finance in a negotiated underwriting and the Mayor and the Director of Finance are authorized to select the underwriter or underwriters and to enter into, execute and deliver on behalf of the City a contract of purchase for such bonds on such terms and conditions as they shall determine, or, in the alternative, the bonds may be sold by public sale or sealed proposal as the Mayor and the Director of Finance deem to be in the best interests of the City.

Section 4. The Mayor and the Director of Finance are further authorized to enter into, execute and deliver, on behalf of the City, any agreements they deem reasonable or necessary to provide for

and secure credit enhancement for the bonds. The Mayor and Director of Finance are further authorized to enter into and execute, on behalf of the City, any and all security agreements, letters of representation or other agreements, instruments or documents they deem necessary to provide for the sale, security, issuance and delivery of the bonds.

Section 5. The Mayor and the Director of Finance are authorized to appoint a certifying agent, paying agent, transfer agent, registrar, interest rate advisor, trustee and such other advisors and consultants as they may deem necessary or desirable, and to execute and deliver on behalf of the City any and all tax regulatory, continuing disclosure, letter of representation or other agreements they deem necessary to provide for the issuance of such bonds.

Section 6. While it is anticipated that the bonds will qualify as tax-exempt bonds, the Mayor and the Director of Finance are authorized, upon the advice of bond counsel, to issue all or any portion of the bonds as bonds the interest on which is includable in the gross income of the owners thereof for federal income tax purposes, and it is hereby found and determined that the issuance of any such bonds is in the public interest.

Section 7. The Mayor and the Director of Finance are authorized to issue temporary notes in anticipation of the receipt of the proceeds of the bonds and the receipt of any federal, state or other grants-in-aid for the Project. The temporary notes shall be executed in the name and on behalf of the City by the facsimile or manual signatures of the Mayor and the Director of Finance, bear the City seal or a facsimile thereof, be certified and payable at a bank or trust company designated by the Mayor and the Director of Finance which bank or trust company may also be designated as the registrar and transfer agent, and be approved as to their legality by bond counsel to the City. The temporary notes shall be issued with maturity dates in accordance with the Connecticut General Statutes, as amended and in such amounts and form, bear such interest rates and be subject to such terms as determined by the Mayor and the Director of Finance. The temporary notes may be sold by the Mayor and the Director of Finance in a negotiated underwriting and the Mayor and the Director of Finance are authorized to select the underwriter or underwriters and to enter into, execute and deliver on behalf of the City a contract of purchase for such notes on such terms and conditions as they shall determine, or, in the alternative, the temporary notes may be sold by public sale or sealed proposal as the Mayor and the Director of Finance deem to be in the best interests of the City. The temporary notes shall be general obligations of the City and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such notes are within every debt and other limit prescribed by law, and that the full faith and credit of the City are pledged to the payment of the principal thereof and interest thereon. The net interest cost on such temporary notes, including renewals thereof, and the expense of preparing, issuing, and marketing such notes, to the extent paid from the proceeds from the issuance of bonds or additional temporary notes, shall be included as a cost of the Project.

Section 8. The City hereby declares its official intent under Federal Income Tax Regulation Section 1.150-2 that the amounts appropriated under Section 1 hereof may be paid from temporary advances of available funds and that the City reasonably expects to reimburse any such advances from the proceeds of borrowings in an aggregate principal amount not in excess of the amount of borrowing authorized hereby. The Mayor and the Director of Finance are authorized to amend such declaration of official intent and to bind the City pursuant to such representations and covenants as they deem necessary or advisable in order to maintain the continued exemption from federal income taxation of interest on the bonds or temporary notes authorized by this resolution if issued on a tax-exempt basis, including covenants to pay rebates of investment earnings to the United States in future years.

Section 9. The Mayor and the Director of Finance are hereby authorized, on behalf of the City, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to nationally recognized municipal securities information repositories or state based information repositories (the "Repositories") and to provide notices to the Repositories of material events as enumerated in Securities and Exchange Commission Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds or temporary notes authorized by this resolution.

Section 10. The Mayor, Director of Finance, and other proper officials of the City are authorized to take all actions necessary and proper to carry out the Project and to issue the bonds or temporary notes to finance the appropriation for the Project.

TAX COLLECTOR'S OFFICE

Memo

To: City Clerk's Office

From: Tax Collector

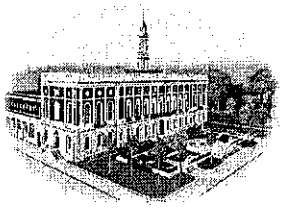
CC:

Date: 8/5/2026

Re: Tax Refunds for the Board of Aldermen meeting on August 17, 2026.

Please acknowledge receipts of the attached vouchers representing tax refunds to be approved by the Board of Aldermen meeting on August 17, 2026

The vouchers represent $20,830.43 in tax refunds.



OFFICE OF THE TAX COLLECTOR
THE CITY OF WATERBURY
CONNECTICUT

August 5, 2026

The Honorable Board of Aldermen
C/o City Clerk's Office
235 Grand St
Waterbury, CT 06702

Dear Honorable Board,

I hereby request that the following vouchers be approved by your Board. The vouchers represent tax refunds by the taxpayers for the tax bills as follows:

** SEE ATTACHED**

LIST YR	AC #	BILL #	NAME AND ADDRESS	AMOUNT	REASON
21real	29893	3793	Domingos Branco 27 Northridge Rd	$1,003.64	Excessive payment
22real	29893	3882	Domingos Branco 27 Northridge Rd	$130.80	Excessive payment
24real	29893	4076	Domingos Branco 27 Northridge Rd	$801.61	Excessive payment
24mv	29900	59762	Miranda Carneiro 402 Willow St Apt 1	$585.12	MV Adjustment
25real	29893	7784	Attilio Dagostino 157 Lucille St	$600.00	Excessive payment
25mv	29888	65558	Lawrence or Cecile Davino 21 Pineridge Rd	$50.73	MV Adjustment
25mv	29882	76146	Elaine Greco 35 Mountain Vlg U5	$31.24	MV Adjustment
25mv	29898	75558	Santos Gonzalez Sanchez 139 Beech St	$195.39	Paid Twice
25mv	29907	76418	Bruce Griswold 585 Park Rd U1	$94.46	MV Adjustment
24real	29867	13085	Justino Guzman or Fanny Lopez PO Box 2879	$3,565.79	Mtg & Owner pd
24real	29867	13090	Justino Guzman or Fanny Lopez PO Box 2879	$3,380.14	Mtg & Owner pd
24real	29815	16800	Ledgeside LLC 137 Westridge Dr	$617.13	Pd Three time
25mv	29905	87693	Emely Luna 318 Waterville St	$41.97	MV Adjustment
24mv	29821	87076	Michael Madden 50 Joycroft Rd	$130.42	MV Adjustment
23supp	29821	88646	Michael Madden 50 Joycroft Rd	$123.97	MV Adjustment
24mv	29899	90760	Gabriella Mendillo 58 Moran St	$88.99	Paid in error
24mv	29901	92235	Jose A Morales 619 S Main St Apt 304-A	$399.42	MV Adjustment
24mv	29827	97123	Gary of Melissa Parkosewich 148 Mountain Rd	$639.30	MV Adjustment
23mv	29887	various	Dante Parrotta 90 Russett Rd	$1,540.30	MV Adjustment
25f&e	29902	42500	Reliable Silver Corp 302 Platts Mill Rd	$6,231.49	clerical err
24supp	29791	81797	Shekinah Christian Churdh 116 East Farm St	$389.78	MV Adjustment
24mv	29904	109730	Jeannette Sinclair 55 Visconti Ave	$26.78	MV Adjustment
25mv	29889	119752	Pamela West 24 Highwood Rd	$161.96	Excessive payment
			Total	$20,830.43	

Respectfully submitted,



Heidi Barbieri, CCMC
Deputy Tax Collector

HB/wf