



## MEMORANDUM

**FROM:** Carrie A. Swain, Clerk  
Board of Education

**DATE:** July 5, 2022

**TO:** Michael J. Dalton, City Clerk

**SUBJECT:** Notice of Workshop/Committee Meetings, Thursday, July 7, 2022,  
5:30 p.m., Waterbury Arts Magnet School

The Committees of the Board of Education will meet on Thursday, July 7, 2022, 5:30 p.m., Waterbury Arts Magnet School, Cafe, 16 South Elm Street, Waterbury, Connecticut. This meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast 96, Frontier 6096) and streamed live on YouTube at [https://youtu.be/nc\\_rRHuGJW0](https://youtu.be/nc_rRHuGJW0)

### A G E N D A

#### SILENT PRAYER

#### PLEDGE ALLEGIANCE TO THE FLAG

#### PUBLIC SPEAKING

1. Committee of the Whole/5 minutes ~ Request approval of an Independent Client Agreement with International Society for Technology in Education (ISTE) – M. Eckler.
2. Committee on Finance/5 minutes ~ Request approval of a Professional Services Agreement with Kami Limited to provide Kami Cloud-Based Document Viewer and Notation Tool Subscription – M. Eckler.
3. Committee on Finance/5 minutes ~ Request approval of a Professional Services Agreement with Nearpod Inc. to provide Slides-Based Interactive Teaching and Formative Assessment System – M. Eckler.
4. Committee on Finance/5 minutes ~ Request approval of Amendment One (1) to the Partner Agreement with Relay Graduate School of Education – J. Mendoza.
5. Committee on Finance/5 minute ~ Request approval an Agreement with Ambassador Wheelchair Services, Inc., to provide transportation services for medically fragile students and/or students with disabilities and/or McKinney-Vento eligible students – J. Hunter, R. Maghfour.
6. Committee on Finance/1 minute ~ Request approval a Master Professional Services Agreement with EDM Architecture & Engineering, PC. for school building HVAC and mechanical solutions assessment, design and engineering services (updated contract; previously discussed at 06/02/22 Workshop) – R. Maghfour.
7. Committee on Finance/5 minute ~ Request approval of Amendment One (1) to the Maintenance Service Agreement with SNE Building, Inc. for Maintenance Services for Building Management Systems, System Support Services and Temperature Control at Various Schools – M. Konopka, R. Maghfour.
8. Committee on Finance/5 minute ~ Request approval a Construction Contract with Sarracco Mechanical Services, Inc. to provide mechanical upgrades at Kennedy, Wilby, and Crosby High Schools – M. Konopka, R. Maghfour.

9. Committee on Finance/5 minute ~ Request approval a Construction Contract with SK Mechanical, LLC for boiler replacement at Tinker School – M. Konopka, R. Maghfour.
10. Committee on Finance/5 minute ~ Request approval a Professional Services Agreement with H.F. Lenz Company Architectural/ Engineering Design Services for Assessment of Mechanical System Alterations (HVAC) for the Waterbury Arts Magnet School (WAMS) and the Palace Theatre – M. Konopka, R. Maghfour.
11. Committee on Finance/5 minute ~ Request approval a Contract with Utility Communications for School Security Video Surveillance and Access Control System Expansions and Upgrades – R. Maghfour, W. Zhuta.
12. Committee on Finance/5 minute ~ Request approval an Agreement with Kajeet, Inc. for Mobile Hot Spot Devices and Controlled Internet Access – R. Maghfour, W. Zhuta.
13. Committee on Finance/5 minute ~ Request approval a Contract with Mutualink for a real time, multimedia interoperability emergency communications system – D. Barry, R. Maghfour.
14. Committee on Finance/5 minutes ~ Request approval to apply for the Connecticut State Department of Education ESSER Supports for Pregnant and Parenting Teens Program Grant 2022-24 – L. Allen Brown, M. Pabon, M. Rodriguez.
15. Committee on Finance/5 minutes ~ Request approval to apply for the Connecticut State Department of Education 2022 Low-Performing Schools Grant – L. Allen Brown, M. Brown, R. Maghfour
16. Committee on Finance/5 minutes:
  - a) ARP/ESSER Update – D. Biolo.
  - b) FYI: May 2022 Monthly Expenditure Report – D. Biolo.
17. Committee on Policy & Legislation/5 minutes: Request approval of the revised High School Grading/QPR Policy #6146.1 – D. Schwartz.
18. Superintendent's Update ~ Dr. Ruffin.
  - a) Summer School.
  - b) 2021/2022 Report on Chronic Absenteeism/Discipline – L. White.
  - c) Waterbury Public School's Strategic Equity Plan – L. White.
19. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by school organizations and/or City departments – R. Maghfour.
20. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by outside organizations and/or waiver requests – R. Maghfour.
21. Superintendent's Notification to the Board/5 minutes:
  - a. Summer Curriculum Committee appointments:

<u>Last Name</u>	<u>First Name</u>	<u>Subject</u>
Albert	Kristen	Library Media
Neff	Michele	Library Media
Bunko	Katherine	CTE
Jannetty	Dana	CTE
Lucas	Michele	CTE
Mucciacciaro	Kathryn	CTE
Valenti	Michele	CTE
Carpenter	Ryan	ELA
DePaola	Victoria	ELA
DeVeau	Heather	ELA
Donohue	Kelly	ELA
Galpin	Lindsay	ELA
Kulesza	Kimberly	ELA
Nicholas	Stephanie	ELA
Ospalek	Patrick	ELA



Patnaude	Nicholaus	ELA
Riley	Kara	ELA
Rivera	Lucille	ELA
Sullivan	Brian	ELA
Vorio	Daniel	ELA
Williams	Patricia	ELA
Zupperoli	Robert	ELA
Ferreira	Daniel	Fine Arts/Music
Vagnini Dadamo	Marianna	Fine Arts/Music
Wojcik	Jennifer	Fine Arts/Music
Broughton	Dorothea	Fine Arts/Visual
Hodge	Jill	Fine Arts/Visual
Zareck	Corrin	Fine Arts/Visual
LaBonte	Stephanie	Fine Arts/Theatre
Smyth	Susan	Fine Arts/Theatre
Illian	Dea	Fine Arts/Dance
Wirth Santulli	Cheryl	Fine Arts/Dance
Banks	Melissa	Social Studies
Joyce	Angela	Social Studies
Byron	Danielle	Secondary Math
LeVasseur	Armand	Secondary Math
DeVeau	Nicole	Secondary Math
Polter	Kara	Secondary Math
Shulenburg	Donald	Secondary Math

b. Wilby High School Summer Program appointments:

<u>Name</u>	<u>Assignment</u>	<u>Program</u>
Harris, Marquis	English Sub/Teacher	Recuperative Academy
McKirryher, Aimee	Physical Ed/Health Teacher	Recuperative Academy
Sinclair, Silvia	English Teacher (external)	Recuperative Academy
Jarret Jr., Don	Behavior Counselor	Transition Program
Ramos, Ligia	Attendance Counselor	Transition Program

c. Waterbury Arts Magnet School appointments to Summer Programs:

<u>Name</u>		<u>Assignment</u>
Betjemann	Eva Norinne	Grades 6, 7, 8 ( in partnership w/Waterbury Symphony) Teacher
DiTillo	Lori	Grades 6, 7, 8 ( in partnership w/Waterbury Symphony) Teacher
Farrell	Jaimie	Grades 6, 7, 8 ( in partnership w/Waterbury Symphony) Teacher
Burrus	John	Gr 9 Behavior Tech
Lanza	Jessica	Gr 9 ELA Teacher
Thomas	Richard	Gr 9 Math Teacher

d. Crosby's Early College High School Summer Enrichment Program appointments:

<u>Name</u>		<u>Assignment</u>
DePaolo	Victoria	ELA Teacher

e. Voluntary Transfers effective 2022-2023 school year

<u>Name</u>	<u>From</u>	<u>To</u>
Wainwright-Staton, Karen	WCA Math	WCA Math and Department Chairperson appointment

f. Extended Academic Support (EAS)/Summer School appointments:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Brown, Charlene	Grade 1	Duggan
Garcia, Jesse	Grade K	Reed
DeFeo, Sharon	Grade 1	Reed
Pratt, Lena	Math	NEMS
Osagie, Nancy	Grade 3	Reed
Vaccaro, Blair	Sub. History Teacher	WAMS
Reyes, Maximina	HS Secretary	WAMS
McCloud, Tyneka	HS Hall Monitor	WAMS
Samaroo, David	Substitute Teacher	WAMS

Johnson, Domonique	Secretary	Duggan
Wehry, Nina	Secretary	Carrington
Damore, Christin	Secretary	Gilmartin
Campbell, Lloyd	Counselor	Carrington
Thomas, Richard	Math Teacher	WAMS
Garafola, Denise	Grade 2	Carrington
Mikael-Chartouni, Tagrid	Counselor	Reed
Doolan, Heidi	Grade 1	Carrington

g. Extended Academic Support (EAS)/Summer School Non-WTA/External appointments:

<u>Name</u>	<u>Position</u>	<u>Location</u>
McCarthy, Monica	Grade 2 Teacher	Duggan

h. Extended School Year (ESY) appointments:

<u>Name</u>	<u>Position</u>	<u>Location for ESY</u>
Bernardini, James	Paraprofessional	State Street
Brinton, Mattias	Paraprofessional	Tinker
Cintron, Miriam	Paraprofessional	State Street
Comstock, Steven	Paraprofessional	CHS
Ferrao, Marlene	Paraprofessional	Sprague
Franks, Kendra	Paraprofessional	NEMS Resource
Perniciaro, Laura	Paraprofessional	TBD
Pittman, Alexie	Paraprofessional	TBD
Rodriguez, Lisa	Paraprofessional	Bucks Hill Annex
Zafar, Chazala	Paraprofessional	Washington
Stevens, Christina	Sign Language Interpreter	Duggan
Verdura, Lidia	Social Worker	Early Childhood Eval. Team
Forestier, Sarah	Special Ed Teacher	Bucks Hill Annex PreK
Gordon, Julievette	Special Ed Teacher	TBD
Murphy, Heather	Special Ed Teacher	Wilby CBT
Ruszcz-Maffia, Kimberly	Special Ed Teacher	Reed
Violante, Kaaren	Speech/Language Path.	Districtwide

i. Food Service Summer 2022 appointments:

<u>Employee</u>	<u>Positions</u>	<u>Site-Location</u>	<u>Rate</u>
Sherl Knight	Site Supervisor	Bags Foundation	\$14.00
Ciara Pedraza	Site Supervisor	Boys/Girls Club	\$14.00
Sylvia Lebron	Site Supervisor	Bucks Hill Annex	\$14.00
Marry Leopizzio	Site Supervisor	Carrington	\$14.00
Barbara Slogeris	Site Supervisor	Carrington	\$14.00
Carmen Gonzalez	Site Supervisor	Carrington	\$14.00
Kim Plude	Site Supervisor	Crosby/Wallace	\$14.00
Paris Lawlor	Site Supervisor	Crosby/Wallace	\$14.00
Mayra Acuna	Site Supervisor	Crosby/Wallace	\$14.00
Hayat Abouanni	Site Supervisor	Crosby/Wallace	\$14.00
Elizabeth Guisto	Site Supervisor	Duggan	\$14.00
Terri Brooks	Site Supervisor	Duggan	\$14.00
Martha Thomas	Site Supervisor	Duggan	\$14.00
Bernadette Donnelly	Site Supervisor	Gilmartin	\$14.00
Marilyn Smith-Pittman	Site Supervisor	Gilmartin	\$14.00
Monica Ramos	Site Supervisor	Gilmartin	\$14.00
Ines Quinones	Site Supervisor	Kennedy	\$14.00
Dalyes Sagarra	Site Supervisor	Kennedy	\$14.00
Paula Mucci	Site Supervisor	Lighthouse Daycare	\$14.00
Sue Lugo	Site Supervisor	Reed	\$14.00
Nola Santiago	Site Supervisor	Reed	\$14.00
Micki-Von Ivester	Site Supervisor	Reed	\$14.00
Elaine Greco	Site Supervisor	Rivera Memorial	\$14.00
Caroline Thorpe	Site Supervisor	Rotella	\$14.00
Mamie Parker	Site Supervisor	Rotella	\$14.00
Donna Synott-Hassinger	Site Supervisor	Waterbury Pal	\$14.00
Marcela Visciano	Site Supervisor	WCA	\$14.00

Lyz Rosas	Site Supervisor	WCA	\$14.00
Barbara Kazlauskas	Site Supervisor	West Side M.S.	\$14.00
Rose Sarandrea	Site Supervisor	West Side M.S.	\$14.00
Anele Genova	Site Supervisor	Wilby/NEMS	\$14.00
Coleen Dutton	Site Supervisor	Wilby/NEMS	\$14.00
Lubna Azam	Site Supervisor	Wilby/NEMS	\$14.00
Arellys Cruz	Site Supervisor	Wilby/NEMS	\$14.00
Maria Rivera	Site Supervisor	Willow Plaza	\$14.00
Seritha Anglin	Site Supervisor	WOW	\$14.00
Maria Rego	Monitor	WAMS	\$15.00
Patricia Lowe	Monitor	WAMS	\$15.00
Amy Daugerdas	Monitor	WAMS	\$15.00
Lakisha Beary	Prep	WAMS	\$14.50
Linda Generali	Prep	WAMS	\$14.50
Terra Saunders	Prep	WAMS	\$14.50
Chasity Hernandez	Prep	WAMS	\$14.50
Alice Pinto	Prep	WAMS	\$14.50
Robin Capozio	Prep	WAMS	\$14.50
Ivelisse Concepcion	Prep	WAMS	\$14.50
Debbie Finke	Program Manager	WAMS	\$35.00
Isabel DeSousa	Program Coord.	WAMS	\$30.00

j. New teacher hires:

<i>Name</i>		<i>Assignment</i>	<i>Location</i>	<i>Effective</i>
Collins	Brittney	Elementary School Teacher	Sprague	4/27/2022

k. Resignations:

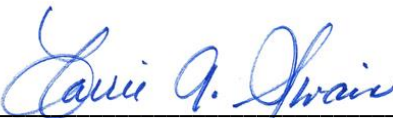
<i>Name</i>	<i>Position</i>	<i>Effective</i>
Crossley, Cheryl	WAMS Math	06-30-22
DiChello, Kathleen	CHS Math	06-30-22
Griffin, Karen	Gilmartin Grade 1	06-30-22
Grove, Melinda	WAMS Math Coach	06-30-22
Kozlowski, Victoria	Sprague Grade 1	06-30-22
Kozlowski, Victoria	Sprague Grade 1	07-02-22
L’Heureaux, Amy	WAMS ELA	06-30-22
Mancini, Michaela	Bucks Hill Annex SLP	06-30-22
Mancini, Michaela	Bucks Hill Annex SLP	06-30-22
Manness, Kassidy	NEMS Grade 8 ELA	06-30-22
Oliveira, Gustavo	W. Cross Social Studies	06-30-22
Richo, Cara	Wilson/Rotella K	06-30-22
Rodrigues, Lauren	NEMS Grade 6 ELA	06-30-22
Rothen, Kimberly	KHS Math	06-30-22
Samuelsen, Kaitlyn	NEMS Social Studies	07-01-22
Sulzman, Dario	CHS ELA	06-30-22
Tamios, Linda	CHS Psychologist	06-30-22
Torres, Lianne	WMS Grade 8 Math	06-30-22
Wheeler, Kristin	Bucks Hill Grade K	07-02-22

l. Retirements:

<i>Name</i>	<i>Position</i>	<i>Effective</i>
Beitler, Karen	WAMS Science	06-30-22
Lee-Gorishti, Yolanda	WCA Science	07-01-22

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

**ADJOURNMENT**

ATTEST:   
 Carrie A. Swain, Clerk  
 Board of Education



#1

**Dr. Michelle E. Eckler***Supervisor of Technology  
for Teaching and Learning*

(203) 574-8348

[meckler@waterbury.k12.ct.us](mailto:meckler@waterbury.k12.ct.us)

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**TO:** Honorable Members of the Board of Education and Board of Aldermen

**FROM:** Dr. Michelle E. Eckler, Supervisor of Technology for Teaching and Learning *UMEE*

**DATE:** June 26, 2022

**RE:** Request for Approval of Single Year Contract with the *International Society for Technology in Education (ISTE)*

## **EXECUTIVE SUMMARY**

The Department of Technology for Teaching and Learning of the Waterbury Public Schools respectfully requests your approval to enter into a contract with the *International Society for Technology in Education (ISTE)* for the purposes of providing professional learning to staff at the cost of zero dollars.

This agreement was initiated under a Bid Waiver with Sole Source Procurement. The Connecticut State Department of Education is providing access to this professional learning free of charge for certified teaching and administrative staff in the City of Waterbury Department of Education. Through this training, staff will have the ability to obtain ISTE Certification which is currently held by less than 1600 educators worldwide and is considered an elite technology certification.

The term of the contract is one (1) year in length.

Attached for your review and consideration is the proposed contract and sole source documentation, an affidavit of Disclosure and Certification, and a tax clearance form for the *International Society for Technology in Education*.



## INDEPENDENT CLIENT AGREEMENT

This is an Agreement between the International Society for Technology in Education (ISTE) and independent Client Waterbury School District (Client) regarding services for ISTE. In consideration of the promises set forth in this Agreement, Client and ISTE hereby agree as follows:

### 1. Scope of Work

ISTE will provide the ISTE Certification for Educator program to two cohorts of educators, with a minimum of 20 educators in each cohort, with the following cohort schedule:

#### Cohort 1

Course Start: 8/3/2022

Synchronous Session 1: 8/17/2022

Synchronous Session 1: 9/7/2022

Synchronous Session 1: 9/28/2022

Synchronous Session 1: 10/12/2022

Synchronous Session 1: 10/26/2022

Portfolio Start: 11/23/2022

**Portfolio Due: 6/30/2023**

Synchronous sessions held 3:30-5:30 pm ET

#### Cohort 1

Course Start: 9/26/2022

Synchronous Session 1: 10/10/2022

Synchronous Session 1: 10/24/2022

Synchronous Session 1: 11/7/2022

Synchronous Session 1: 11/21/2022

Synchronous Session 1: 12/5/2022

Portfolio Start: 1/23/2023

**Portfolio Due: 7/31/2023**

### 1. Responsibilities

- 1.1 Client agrees to a minimum of 40 educators to be enrolled in the above cohorts.
- 1.2 ISTE agrees to provide ISTE Certification trainer to deliver the ISTE Certification for Educator program on dates outlined in Scope of work and access to ISTE Learning Management System, Brightspace, for course materials and completion.

### 2. Payment

- 2.1 In consideration of the services to be provided under the terms of this Agreement, Client will not be responsible for any costs associated with the program aside from any district or school level compensation/incentives offered. Educators will be responsible for payment of any requested extensions or resubmissions when applicable.

### 3. Term and Termination

- 3.1 The Agreement is effective from August 1, 2022, through July 31, 2023.
- 3.2 This Agreement may be renegotiated or terminated by either ISTE or Client with 30 days' written notice to the other party. In the case of termination, Client will be paid for work successfully completed through the effective date of termination. Termination shall not affect the rights and obligations of the parties accrued prior to termination.
- 3.3 Any modification or amendment to this Agreement must be in writing in the form of an amendment which must be signed by authorized representatives of both parties to become effective.



#### **4. Property Rights**

Copyright and all other rights to work developed will be retained exclusively by ISTE. For purposes of this Agreement, "Copyright" refers to the right to prepare, publish, distribute, use and sell products based upon the Work.

#### **5. Agency**

Nothing in this Agreement shall create any association, joint venture, partnership, employment, or agency relationship of any kind between the parties. Neither party is authorized to incur any liability, obligation or expense on behalf of the other.

#### **6. Confidential Information**

6.1 Client hereby covenants and agrees that, at any time following the execution of this Agreement, Client shall not use or disclose, directly or indirectly for any reason whatsoever or in any way, other than at the direction of ISTE, any information identified by ISTE as confidential.

6.2 Unless otherwise agreed in writing, the obligations under this section continue perpetually and survive the termination or expiration of this Agreement.

#### **7. Notices**

Any notice required hereunder shall be made in writing and shall be sent and delivered by email, facsimile, mail, hand delivery, common carrier, or by any other means of delivery, provided that any method or means of delivery shall provide for confirmation that such notice was actually received by the intended recipient, the intended recipient's office or the intended recipient's email account, not including spam filters. Confirmations include, but are not limited to, facsimile receipts, email receipts, certified or registered mail receipts, or any other form of written acknowledgment of receipt by the intended recipient or the office of the intended recipient. The recipient of any notice shall immediately confirm receipt of the notice in the manner requested. Notice shall be effective when actually received.

#### **8. Non-Compete**

Client shall not, during the term of this Agreement and perpetually thereafter, use or revise written, or other materials or intellectual property owned by ISTE or its authors that Client worked with pursuant to the terms of this Agreement, except any such use with the prior express written consent of ISTE.

#### **9. Nondiscrimination**

The parties hereby agree that no person shall, on the grounds of race, color, creed, national origin, or sexual orientation, gender identification, religion, disability or any other legally protected status, be excluded from or denied participation in, or otherwise subjected to discrimination under any activity performed pursuant to this Agreement.

#### **10. Governing Law**

This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut. Agreement, the prevailing party shall be entitled to recover, as a part of any arbitration award or judgment, that party's costs and reasonable attorney's fees incurred in connection with such proceeding, at hearing or trial and on appeal.

#### **11. Assignment**

Neither party shall assign his or her interest in this Agreement, nor transfer his or her interest in the property covered by this Agreement without first having received the written consent of the other party. Any assignment or attempted assignment without such written consent shall be inoperative and void, except as otherwise provided by law.

#### **12. Entire Agreement**

This Agreement constitutes the entire agreement of the parties. No modification of this Agreement shall be binding unless reduced to writing and signed by both parties.



**13. Severability**

If any part, term or clause of this Agreement is held by a court or arbitrator to be unenforceable, of no effect or in conflict with any law, the validity of the remaining provisions and clauses shall not be affected and the rights and obligations of the parties shall be construed and in force as if the Agreement did not contain the particular part, term or clause held to be unenforceable.

**14. Waiver**

The failure of any party to exercise or enforce in any respect any right or provision provided for in this Agreement shall not be deemed a waiver of any such right or provision.

**15. Force Majeure**

Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any governmental body.

**16. Counterparts**

This Agreement has been prepared and may be executed in multiple counterparts, as well as via facsimile or electronically transmitted signature, each of which shall constitute an original.

**17. Representation of Authority**

Each of the parties executing this Agreement, through its undersigned authorized representative, and each representative so executing, hereby warrants and represents to the other parties that the undersigned representative has full authority to execute this Agreement on behalf of the party for whom said authorized representative purports to act.

**18. Insurance**

18.1 ISTE shall agree to maintain in force at all times during the contract the minimum coverages in 18.2 and shall name the City of Waterbury and the Waterbury Board of Education as an Additional insured on a primary and non-contributory basis to all policies except Professional Liability. ISTE shall provide its Certificate of Insurance to the City prior to providing services under this agreement.

18.2 General Liability: \$1,000,000 each Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate  
Professional Liability: \$1,000,000 each Wrongful Act; \$1,000,000 Aggregate

**19. City Required Provisions**

19.1 City of Waterbury's Ethics Code Ordinance. The Signatories to this MOU hereby acknowledges it is responsible for familiarizing itself with and adhering to Chapter 39 of the City's Ordinance regarding, Ethics and Conflicts of Interest. 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 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

**19.2 Prohibition Against Gratuities and Kickbacks (§39.042 of City's Code of Ordinances)**

No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or purchase order, or to any solicitation or proposal therefore.

No person shall make any payment, gratuity, or offer of employment as an inducement for the award of a

subcontract or order, by or on behalf of a subcontractor, the prime contractor or higher tier subcontractor or any person associated therewith, under contract or purchase order to the City.

ISTE Other party: \_\_\_\_\_

Sign: *Leslie Oleynik* \_\_\_\_\_gn: \_\_\_\_\_

Date: loleynik@iste.org  
IP: 107.77.226.94 \_\_\_\_\_ate: \_\_\_\_\_

E-Signed : 06/30/2022 04:10 PM EDT  
Sertifi Electronic Signature  
DocID: 20220630144721315

Leslie Oleynik \_\_\_\_\_ Print name: \_\_\_\_\_

Sr Director of Finance(CFO) \_\_\_\_\_ Title: \_\_\_\_\_

Address: 2111 Wilson Blvd.  
Suite 300  
Arlington VA, 22201

Address: \_\_\_\_\_



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**TO:** Honorable Members of the Board of Education and Board of Aldermen

**FROM:** Dr. Michelle E. Eckler, Supervisor of Technology for Teaching and Learning *MEE*

**DATE:** June 26, 2022

**RE:** Request for Approval of Multi-Year Contract with *Kami, Limited*

## **EXECUTIVE SUMMARY**

The Department of Technology for Teaching and Learning of the Waterbury Public Schools respectfully requests your approval to enter into a contract with *Kami, Limited* for the purposes of continuation of services for a cloud-based PDF/document viewer with annotation tools and a Chrome browser extension in the aggregate amount of \$117,600.

This agreement was initiated as a sole-source bid waiver that was approved by the Purchasing Department on March 28, 2022. Under this agreement, *Kami, Limited* will provide access to its paid licensing to all teachers, students, and staff within the district. Currently, *Kami, Limited* is used throughout classrooms in the district as a curricular tool as well as by curriculum development teams in the creation of curricular documents. *Kami, Limited* is a technology tool that has become critical to teaching and learning in Waterbury since the onset of the pandemic and will continue to be of high importance as we focus on teaching and learning for the future.

The term of the contract is three (3) years. The project is being funded annually by the Department of Education's ESSER/ARP funds.

Attached for your review and consideration is the proposed contract and sole source documentation, an affidavit of Disclosure and Certification, and a tax clearance form for *Kami, Limited*. Secor, Cassidy, & McPartland, P.C. was involved in all aspects of the development and negotiation of this contract.

**PROFESSIONAL SERVICES AGREEMENT**  
For  
Kami Cloud-Based Document Viewer and Notation Tool Subscription  
between  
The City of Waterbury, Connecticut  
and  
Kami Limited

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and KAMI LIMITED and its wholly-owned subsidiary, NOTABLE INC., located at 8605 Santa Monica Boulevard, West Hollywood, California (the "Contractor").

**WHEREAS**, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

**WHEREAS**, the Contractor submitted a proposal to the City to provide a three (3) year subscription to Kami cloud-based document viewer and notation tool for browsers; and

**WHEREAS**, the City selected the Contractor to provide such services; and

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

**NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

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

1.1. The Project consists of and the Contractor shall provide a three (3) year subscription to Kami cloud-based document viewer and notation tool for browsers for twenty-one thousand (21,000) users in the Waterbury Public School District

as further 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 Procurement documents (attached hereto)
- 1.1.2 Notable Inc. quote dated February 3, 2022 (attached hereto)
- 1.1.3 Certificates of Insurance, incorporated by reference (attached hereto)
- 1.1.4 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
- 1.1.5 All Required Licenses
- 1.1.6 Required Contract Provisions ARPA Funded Projects

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 This Contract document.
- 1.2.2 Sole Source Procurement documents
- 1.2.3 Notable Inc. quote dated February 3, 2022 (attached hereto)
- 1.2.4 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

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, if applicable, 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.

**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 condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of 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, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

**3.5. Standard of Performance.** All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the 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 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 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 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 Contractor 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 Contractor shall deliver periodic, written reports as requested by 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, (iii) 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 (iv) any and all additional useful and/or relevant information. Each report shall be signed by a Corporate Officer.

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 remedy(ies) 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.** The term of this Contract shall be for a period commencing upon execution of this Agreement by the Mayor of the City of Waterbury, and terminate June 30, 2025, unless sooner terminated as provided by this agreement or upon agreement of the Parties, in writing, that all services required under the Contract have been fully and completely provided. ("Contract Time").

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

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 One Hundred Seventeen Thousand Six Hundred dollars (\$117,600.00).

6.1. **Limitation of Payment.** Compensation payable to the Contractor is limited to those fees set forth in Section 6 above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment. 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.

6.1.1 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 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 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.

**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 its Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable 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; **(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

**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 the City's 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 so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, the 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 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.

**9.5. 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 Liability shall be endorsed to add the City and its Board of Education 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 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 are listed as additional insured on a primary and non-contributory basis all policies except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage as their interests may appear"**. 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 Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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



Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

**10.1. Permits, Laws, and Regulations.** Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. 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 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** The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made 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 rates apply to all ARRA funded contracts regardless of the contract's dollar value. The

Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

**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 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 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.

**12. Intentional left blank.**

**13. Termination.**

**13.1. Termination of Contract for Cause.** If, 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 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

**13.1.1** In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include

third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall 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 upon not less than thirty (30) calendar days prior written notice 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. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

**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 fourteen (14) 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. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

#### **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., this shall not include the use of third party licenses, provide 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. this shall not include the use of third party licenses, (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 and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

**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:

**15.1.** Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

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

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

**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 which approval shall not be unreasonably withheld. 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.



**16.1.** 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 as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly 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, 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 A, 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 change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. **Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **Sole Source Procurement documents** and (ii) the Consultant's proposal responding to the aforementioned **Sole Source Procurement documents**.

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 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 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: Kami Limited / Notable Inc.  
8605 Santa Monica Boulevard  
West Hollywood, CA 90069-4109

City: City of Waterbury  
Department of Education  
c/o Chief Operating Officer  
235 Grand Street, 1<sup>st</sup> Floor  
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 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

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

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

application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

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

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

**32.5.** Upon a showing that a subcontractor made a kickback to the City, a prime 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 owed 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 the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:

<http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

**32.11.** The 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.

**(signature page follows)**



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

WITNESSES:

CITY OF WATERBURY

Sign: \_\_\_\_\_

By: \_\_\_\_\_

Print name:

Neil M. O'Leary, Mayor

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Print name:

WITNESSES:

KAMI LIMITED

Sign: Sara J. Isbrandt

By: Maxine R. Kalnitz

Print name: Sara J. Isbrandt

Its: VP of Sales

Sign: Shubman Gural

Date: 6/21/2022

Print name:

Shubman Gural

Sara J. Isbrandt  
SARA J. ISBRANDT  
Notary Public, State of New York  
Qualified in Erie County  
Reg. No. 01IS6360228  
My Commission Expires 6/19/2025

## ATTACHMENT A

1. Sole Source Procurement documents (attached hereto)
2. Notable Inc. quote dated February 3, 2022 (attached hereto)
3. Certificates of Insurance, incorporated by reference (attached hereto)
4. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
5. All Required Licenses (see attached Document)
6. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached

## **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS**

dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.
- 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
- 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- 1.15.2 Contractor acknowledges that Executive Order 13166, “Improving Access to Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury’s directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor’s programs, services, and activities.
- 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
- 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor’s successors, transferees, and assigns for the period in which such assistance is provided.
- 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by the Department of Treasury’s

Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

- 1.17        Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.18        Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19        If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number \_\_\_\_\_ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20        The Contractor shall protect all Whistleblowers as follows:
  - a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
  - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
  - c) The list of persons and entities referenced in the paragraph above includes the following:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Treasury employee responsible for contract or grant oversight or management;
    - v. An authorized official of the Department of Justice or other law enforcement agency;
    - vi. A court or grand jury; or
    - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

### CORPORATE RESOLUTION

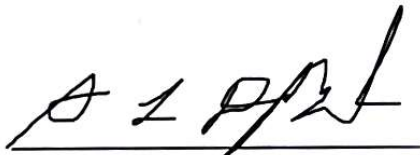
I, Andrew Dalziel, hereby certify that I am the duly elected and acting Secretary of Kami Ltd, a corporation organized and existing under the laws of New Zealand, which is a 100% owner of Notable Inc, a corporation duly organized under the laws of the State of Delaware, do hereby certify that the following 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 1st day of April, 2022.

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

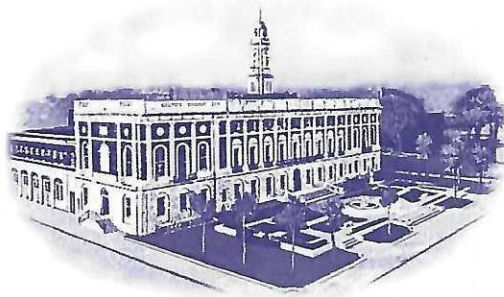
And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Kami Limited and its 100% owned subsidiary Notable Inc, this 1st day of April, 2022.

  
Secretary



**KEVIN McCaffery**  
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

To: Dr. Michelle Eckler, Supervisor of Technology for Teaching and Learning  
From: Kevin McCaffery, Director of Purchasing *(KM)*  
Subject: Sole Source for Kami Limited  
Date: March 28, 2022

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After review of the sole source letter dated January 2, 2022 indicating that Kami Limited, a wholly-owned subsidiary of Notable Inc, is the only source concerning the above, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (B) (1).





**WATERBURY**  
PUBLIC SCHOOLS

**Dr. Michelle E. Eckler**

*Supervisor of Technology  
for Teaching and Learning*

(203) 574-8088

[meckler@waterbury.k12.ct.us](mailto:meckler@waterbury.k12.ct.us)


February 2, 2022

Dear Mr. McCaffery,

Please accept the Kami Limited as a sole source provider. Currently they are the only company offering a cloud-based document viewer with annotation tools with a Chrome Browser Extension. Kami has become an integral part of curriculum development and dissemination in the district across all departments. Kami is also used throughout the district for faculty and staff use and collaboration.

Thank you for your time in reviewing Kami Limited as a sole source.

Respectfully,

 Michelle E. Eckler, EdD

Michelle Eckler, EdD

# Kami

Kami Limited

Notable Inc  
8605 Santa Monica Blvd  
PMB 57387

West Hollywood, California 90069-4109

bob@kamiapp.com

1/2/2022

To whom it may concern,

This letter has been written to confirm that **Kami** is a sole source product. Kami is an application created by Kami Limited (New Zealand). The cloud-based subscription service is exclusively developed, maintained, sold and distributed by Kami Limited and its wholly-owned subsidiary **Notable Inc** in the United States.

Kami Limited maintains all copyright privileges for their products and these products must be purchased directly from the company. There are no licensed agents or dealers authorized to represent these products in the USA. And no division of Kami has any right of sublicense to make a similar or competing product.

Kami is a cloud-based document viewer and annotation tool for browsers. We also provide an extension that can be installed to Chrome browser. Kami for Schools is a version of Kami for educators and students.

Kami Limited warrants that no other items or products are available for purchase that would serve the same purpose or function and there is only one price for the above named product because of exclusive distribution and marketing rights.

If you desire additional information, please contact me at +1 (415) 670 9593 or email bob@kamiapp.com

Sincerely,



Bob Drummond  
Exec Chairman, Co-founder

Notable, Inc

# QUOTE

# QUOTE-222711

Bill To

**Waterbury Public Schools**

Michelle Eckler

236 Grand Street, waterbury

Connecticut 06702, United States

Quote Issued Date : February 03, 2022

Quote Expiry Date : July 31, 2022

School Year : SY 2022-2025

Quote Requested By

Michelle Eckler

meckler@waterbury.k12.ct.us

236 Grand Street, waterbury

Connecticut 06702, United States

Kami Contact Person : Hubert Zaloom

#	Item & Description	Quantity	Price	Amount
1	Kami District Plan RENEWAL of current license for 12 month term License Key: [9930-1544-0486] (for School Year 2022-2023 )	21,000.00 users	2.00	42,000.00
2	Kami District Plan RENEWAL of current license for 12 month term (for School Year 2023-2024 )	21,000.00 users	2.00	42,000.00
3	Kami District Plan RENEWAL of current license for 12 month term (for School Year 2024-2025 )	21,000.00 users	2.00	42,000.00
			Sub Total	126,000.00
			10% discount on the 2 additional years purchased	(-) 8,400.00
			<b>Total</b>	<b>\$117,600.00</b>

## Notes

All amounts in United States Dollar

To **accept** this QUOTE and receive your license, please enter your order with your license activation preferences here: <https://kami.app/form/po-form>

For US customers, W-9 form is available upon request.

We accept payment by Bank Wire/ACH transfer, Credit Card, or Check (USA customers only) - details will be provided on your invoice. Credit card transactions incur a 3% transaction fee in addition to the 'Total' shown above.

## Terms & Conditions

<https://www.kamiapp.com/terms-of-service/>

**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)

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(Service or Commodity Covered by Contract)

(Term of Contract)

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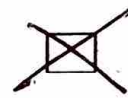
(Service or Commodity Covered by Contract)

(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**



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

---

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(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**



(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.

NOTABLE INC/KAM1

(Name of Company, if applicable)



Signature of Individual (or Authorized Signatory)

06/16/2021  
Date

HERBERT ZALOOM KEY ACCOUNT MANAGER

Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☐



**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.

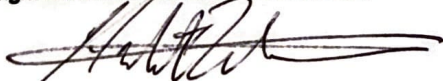
**Certification**

- (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:



NOTABLE INC / KAMA  
8605 SANTA MONICA BLVD PMB 57387  
WEST HOLLYWOOD CALIFORNIA  
90069-4109US  
GILBERT ZALCOM  
KEY ACCOUNT MANAGER  
Date: 06/16/2022



# 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 DELAWARE

EMPLOYER IDENTIFICATION  
NUMBER

SS.: 38-3952286

County of KENT

ALBERT ZALCOM KEY ACCOUNT MANAGER, being first duly sworn, deposes and says that:

1. I am the owner, partner, officer, representative, agent or of NOTABLE INC/MIAMI (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**



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



**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



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

State of Massachusetts )

) SS

County of Middlesex )

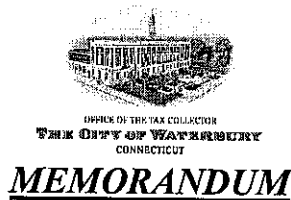
Hubert John Zoloom being duly sworn,  
deposes and says that he/she is Key Account Manager of Notable Inc/Carri and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 16<sup>th</sup> day of June 2022.

Rajni Lakhani  
(Notary Public)

My Commission Expires: 8<sup>th</sup> August, 2025





Date: 06/27/22

From: Delinquent Tax Office

To: Jerry Gay-Contracts Manager  
Department of Education

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.

NOTABLE INC/KAMI  
8605 Santa Monica Blvd PMB 57387  
West Hollywood CA 90069-4109

If you have any questions regarding this matter, please do not hesitate to call our office at (203) 574-6810.

Very truly yours,

*Nancy J. Olson*

Nancy J. Olson. CCMC  
Deputy Revenue Collection Manager  
City of Waterbury

NO/ln



---

**TO:** Honorable Members of the Board of Education and Board of Aldermen

**FROM:** Dr. Michelle E. Eckler, Supervisor of Technology for Teaching and Learning *UMEE*

**DATE:** June 26, 2022

**RE:** Request for Approval of Multi-Year Contract with *Nearpod Incorporated*

## **EXECUTIVE SUMMARY**

The Department of Technology for Teaching and Learning of the Waterbury Public Schools respectfully requests your approval to enter into a contract with *Nearpod Incorporated* for the purposes of purchasing student and staff licensing for an interactive slides-based teaching and learning program in the amount of \$454,110.

This agreement was initiated under the Request for Proposal Process (RFP#7251). There were three (3) proposals for this project, with *Nearpod Incorporated* being the provider chosen unanimously by the committee for its comprehensive and user-friendly platform, its unique features for teaching and learning, its dedication to best practices for teaching and learning, its comprehensive and ongoing professional learning options for staff, and its comprehensive teaching resource package. The committee was incredibly impressed by the program presented by *Nearpod Incorporated* and is excited about the student engagement aspect of the program.

*Nearpod Incorporated* will provide 19,000 student licenses for their online platform with unlimited teacher and administrator access. In addition to the base premium license, this contract includes the Flocabulary Plus by Nearpod (an interactive and engaging vocabulary enhancement), Nearpod English Learner (an enhancement to support our English Language Learners), Nearpod Historical Perspectives and Literacy (an enhancement that provides culturally relevant and inquiry-based experiences for students), and Nearpod Learning Labs (an online/on demand library of professional learning content related to Nearpod for teachers). This contract also includes 16 online professional learning opportunities for staff to be implemented throughout the course of the contract.

The term of the contract is three years (3) with an option to extend up to two (2) additional years. This project is being funded through ESSER ARP and will be paid for in one lump sum cost which locks in a singular license price for the full three years at a cost savings of approximately 40% off of *Nearpod Incorporated's* list price.

Attached for your review and consideration is the proposed contract, an affidavit of Disclosure and Certification, and a tax clearance form for *Nearpod Incorporated*. Secor, Cassidy, & McPartland, P.C. was involved in all aspects of the development and negotiation of this contract.

# PROFESSIONAL SERVICES AGREEMENT

RFP No. 7251

For

Slides-Based Interactive Teaching and Formative Assessment System

between

The City of Waterbury, Connecticut

and

Nearpod Inc.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and NEARPOD INC., a Delaware corporation with main offices at 1855 Griffin Road, A290, Dania Beach, Florida (the "Contractor").

**WHEREAS**, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

**WHEREAS**, the Contractor submitted a proposal to the City responding to RFP No. 7251 for a three year contract for Slides-Based Interactive Teaching and Formative Assessment System with related materials, equipment, supplies and professional learning as those may apply; and

**WHEREAS**, the City selected the Contractor to perform services regarding RFP No. 7251; and

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

## **NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

**1. Scope of Services.** The 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 (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards.

**1.1.** The Project consists of, and the Contractor shall provide, a three year contract for Slides-Based Interactive Teaching and Formative Assessment System with related materials, equipment, supplies and professional learning as those may apply, which includes the following:

1. Integration with Google Slides and PDFs (minimum - additional integrations preferred by not required)
2. Ability to add formative assessment questions, specifically:
  - Multiple Choice
  - Open-Ended Responses
  - Polls
  - Drag and Drop
  - Drawing
  - Fill-In the Blanks
3. Ability to add Interactive videos
4. Ability to annotate slides/activities during a lesson
5. Ability to Toggle between “live” and “student-paced” modes during a lesson
6. Ability to limit the number of slides that students can access in “student-paced” mode.
7. Ability to add a co-teacher to a lesson
8. Ability to see student responses in real time
9. Ability to share student responses while hiding student names
10. Ability to create Substitute Plans that can be shared outside of the district if necessary
11. Access to post-session reports that allow teachers to see student responses and data as well as provide feedback to students (feedback is not provided via the platform).
12. Comprehensive library of pre-made lessons and activities that is searchable by topic, domain, and standard
13. Professional learning

as further 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** The City's solicitation documents, RFP No.7251 (attached hereto)

**1.1.2** Nearpod Inc. revised price proposal dated June 2, 2022 (attached hereto)

**1.1.3** Nearpod Inc. Response to RFP No. 7251 (attached hereto)

**Nearpod's Terms and Conditions:** [www.nearpod.com/terms-conditions](http://www.nearpod.com/terms-conditions) To the extent Nearpod's Terms and Conditions are not inconsistent with the terms and conditions set forth in this Contract, Nearpod's Terms and Conditions shall be applicable. If any of Nearpod's Terms and Conditions are inconsistent with the terms and conditions set forth in this Contract, the terms and conditions of this Contract shall govern and be given full force and effect.

**1.1.4** Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference

**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

### 1.1.8 Required Contract Provisions ARPA Funded Projects

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 This Contract document.
- 1.2.2 Nearpod Inc. revised price proposal dated June 2, 2022 (attached hereto).
- 1.2.3 Nearpod Inc. Response to RFP No. 7251 (attached hereto)
- 1.2.4 The City's solicitation documents, RFP No. 7251.
- 1.2.5 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

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, if applicable, 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.

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, so long as legally permitted to do so. 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 condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of 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, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all city trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

**3.5. Standard of Performance.** All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the

purpose for which they are intended. The standard of care and skill for all services performed by the 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 to this Contract.

**3.7. Due Diligence Obligation.** The Contractor 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 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** 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 Contractor 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.** To the extent applicable, the Contractor shall deliver periodic, written reports as requested by 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, (iii) 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 (iv) any and all additional useful and/or relevant information. Each report shall be signed by a Corporate Officer.

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 remedy(ies) 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.** The term of this Contract shall commence July 1, 2022, pending all necessary approvals and shall terminate at the conclusion of the 2024-2025 academic year, unless sooner terminated as provided by this agreement or upon agreement of the Parties, in writing, that all services required under the Contract have been fully and completely provided. The City shall have the right to extend the term of this contract for two separate 1-year periods, on the same terms and conditions as this contract and with updated pricing as shown on the revised price proposal dated June 2, 2022, by giving written notice of its election to exercise each extension at least 30 days prior to the expiration of the base term of the contract ("Contract Time").

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

**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.

Compensation for the Contractor's services during the initial term of this contract shall not exceed Four Hundred Fifty-Four Thousand One Hundred Ten dollars (\$454,110.00).

The compensation shall be paid in conformity with Nearpod Inc. revised price proposal dated June 2, 2022, which is set forth in Attachment A of this Contract. Said Proposal is hereby made part of Section 6 of this Agreement as if fully set forth herein.

**6.1. 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 invoice. Contractor's invoice 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.

**6.1.1** 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 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.** To the extent applicable, 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. 7251 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.



7. **Passing of Title and Risk of Loss.** Any and all intellectual property shall be governed by Nearpod's terms and conditions incorporated herein by reference.

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 third-party claims, suits, damages, losses, judgments, costs and expenses including reasonable 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 third-party 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; or (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.

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 the City's 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. Notwithstanding anything to the contrary in this Agreement or otherwise, Contractor will not indemnify District for (i) any content created (or modified) by District or any of its users and uploaded onto the Nearpod application, (ii) any content created (or modified) by District or any of its users while using the Nearpod application, or (iii) any

combination of the Nearpod application with a third-party application, service, or website that is not expressly permitted, prior and in writing, by an officer of Nearpod.

**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 so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

**9.2.** At no additional cost to the City, the 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 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.

Additional Insured Language: The City of Waterbury and its Board of Education are listed as additional insured on all policies except Workers Compensation and Professional Liability (blanket endorsement acceptable). All policies shall include a waiver of subrogation.

**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 Liability shall be endorsed to add the City and its Board of Educations 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 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 the Waterbury Board of Education are listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear"**. 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 Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

**10. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29

CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

**10.1. Permits, Laws, and Regulations.** Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. 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 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.** To the extent applicable 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** The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby

incorporated by reference and made 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 rates apply to all ARRA funded contracts regardless of the contract's dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

**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 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 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.

**12. Intentional left blank.**

**13. Termination.**

**13.1. Termination of Contract for Cause.** If, either party (the "breaching party") shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if breaching party

shall violate any of the covenants, agreements, or stipulations of this Contract, the other party (the "non-breaching party") shall thereupon have the right to terminate this Contract by giving written notice to the Contractor 30 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

**13.1.1** In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such. For the avoidance of doubt, this does not include any rights to the Nearpod platform.

**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 upon not less than thirty (30) calendar days prior written notice 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.** To the extent applicable, 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. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

**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 fourteen (14) 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. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

#### **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., this shall not include the use of third party licenses, provide to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City.

**13.4.2 Termination for Lack of Funding or Convenience. To the extent applicable,** 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. this shall not include the use of third party licenses, (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.** To the extent applicable, 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.

**14. Ownership of Instruments of Professional Services.** Any and all intellectual property shall be governed by Nearpod's terms and conditions incorporated herein by reference.

**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:

**15.1.** Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

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

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

**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 which approval shall not be unreasonably withheld. 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.

**16.1.** 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. Notwithstanding anything to the contrary in this Agreement or otherwise, Contractor may assign this Contract, without City's prior consent, in the event of a corporate restructure, merger, acquisition, or the sale of all or substantially all of its assets.

**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 (upon reasonable notice) or at any time during the twelve month period immediately following the closing or termination of this Contract as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly 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.** To the extent applicable, 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.** To the extent applicable, 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, 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, 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 change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

**26. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **RFP No. 7251** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7251**.

**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. Any disputes that cannot be resolved by agreement of the Parties shall be litigated in the state of Connecticut court system. 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 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 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: Nearpod, Inc.

Attn: Natali Barski-Meyman, Corporate Counsel  
1855 Griffin Road, A290  
Dania Beach, Florida 33004-2200

City: City of Waterbury  
Department of Education  
c/o Chief Operating Officer  
235 Grand Street, 1<sup>st</sup> Floor  
Waterbury, CT 06702

**City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.**

The Person (the term "Person" shall herein be as defined in Section 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

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

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



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

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

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

**32.5.** Upon a showing that a subcontractor made a kickback to the City, a prime 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 owed 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 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 "The City of Waterbury Code of Ordinances Revised 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.

**(signature page follows)**

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

WITNESSES:

CITY OF WATERBURY

Sign: \_\_\_\_\_

Print name:

By: \_\_\_\_\_

Neil M. O'Leary, Mayor

Sign: \_\_\_\_\_

Print name:

Date: \_\_\_\_\_

WITNESSES:

NEARPOD INC.

Sign: Natali Barski-Meyman

Print name: Natali Barski

By: Jose Carrera

Its: Jose Carrera CEO

Sign: Saradia Lehtinen

Print name: Saradia Lehtinen

Date: 06 / 30 / 2022

## ATTACHMENT A

1. The City's solicitation documents, RFP No.7251 (attached hereto)
2. Nearpod Inc. revised price proposal dated June 2, 2022 (attached hereto)
3. Nearpod Inc. Response to RFP No. 7251 (attached hereto), including Nearpod's Terms and Conditions
4. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
5. Certificates of Insurance, incorporated by reference
6. All applicable Federal. State and local statutes, regulations charter and ordinances. (Incorporated by reference)
7. All Required Licenses See attached Document
8. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached

**REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED  
PROJECTS**

dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits



discrimination on the basis of age in programs or activities receiving federal financial assistance.

- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.
- 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
  - 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
  - 1.15.2 Contractor acknowledges that Executive Order 13166, “Improving Access to Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury’s directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor’s programs, services, and activities.
  - 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
  - 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor’s successors, transferees, and assigns for the period in which such assistance is provided.
- 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by

the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

- 1.17 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.18 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number \_\_\_\_\_ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20 The Contractor shall protect all Whistleblowers as follows:
  - a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
  - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
  - c) The list of persons and entities referenced in the paragraph above includes the following:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Treasury employee responsible for contract or grant oversight or management;
    - v. An authorized official of the Department of Justice or other law enforcement agency;
    - vi. A court or grand jury; or
    - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

<b>TITLE</b>	URGENT - Waterbury
<b>FILE NAME</b>	Professional Serv...INE Responses.pdf
<b>DOCUMENT ID</b>	4ca7c8abbef5d4a25b6be94568f28f915ca24901
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	• Signed

## Document History



SENT

**06 / 29 / 2022**

17:52:59 UTC-4

Sent for signature to Jose Carrera (pep.carrera@nearpod.com), Saradia Lehtinen (saradia.lehtinen@nearpod.com) and Natali Barski (natalib@nearpod.com) from natalib@nearpod.com  
IP: 73.244.154.10



VIEWED

**06 / 29 / 2022**

17:53:02 UTC-4

Viewed by Natali Barski (natalib@nearpod.com)  
IP: 73.244.154.10



SIGNED

**06 / 29 / 2022**

17:53:19 UTC-4

Signed by Natali Barski (natalib@nearpod.com)  
IP: 73.244.154.10



VIEWED

**06 / 29 / 2022**

18:17:34 UTC-4

Viewed by Jose Carrera (pep.carrera@nearpod.com)  
IP: 73.0.57.161



VIEWED

**06 / 30 / 2022**

08:14:31 UTC-4

Viewed by Saradia Lehtinen (saradia.lehtinen@nearpod.com)  
IP: 71.198.3.79

<b>TITLE</b>	URGENT - Waterbury
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<b>DOCUMENT ID</b>	4ca7c8abbef5d4a25b6be94568f28f915ca24901
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	• Signed

## Document History

  
SIGNED**06 / 30 / 2022**  
08:14:49 UTC-4Signed by Saradia Lehtinen (saradia.lehtinen@nearpod.com)  
IP: 71.198.3.79  
SIGNED**06 / 30 / 2022**  
09:01:13 UTC-4Signed by Jose Carrera (pep.carrera@nearpod.com)  
IP: 73.0.57.161  
COMPLETED**06 / 30 / 2022**  
09:01:13 UTC-4

The document has been completed.

**REQUEST FOR PROPOSAL  
BY  
THE CITY OF WATERBURY  
RFP #7251**

**Department of Education – Academic Office  
Slides-Based Interactive Teaching and Formative Assessment System**

The City of Waterbury, Department of Education, is seeking a multi-year contract for a slides-based interactive teaching and formative assessment system.

**This Contract pertains to a project funded in whole or in part, under the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) and/or under the Elementary and Secondary School Emergency Relief Supplemental Appropriations Act of 2021 signed into law December 27, 2020 (ESSER II Fund) and/or American Rescue Plan Elementary and Secondary School Emergency Relief Fund signed into law March 11, 2021.**

**Contractor is required to comply with all applicable Federal statutes, executive orders, regulations, rules and interpretive guidance issued by the U.S. Treasury Department, U.S. Office of Management and Budget or any other Federal agency.**

**This Contract is subject to 2 C.F.R. Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury's implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.**

**A listing of Federal Requirements and Representations that the Contractor must comply with are set forth in Attachment A to the Contract that is part of the RFP #7251 package.**

**A. Background and Intent**

The Waterbury Public Schools is a large urban school district that services more than 18,000 students in grades PreK-12. The onset of the pandemic provided us with ample opportunity to create interactive blended learning for our students compatible with both in-person and online learning. As such, we are seeking a multi-year contract with an educational technology company who can provide a slides-based interactive teaching and formative assessment for use in our PREK-12 classrooms.

**B. Qualifications**

Eligible proposers will be those consultants, businesses, and institutions that have 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; must be able to provide proof of a contract and successful implementation with a similarly sized school district in the United States.

2. Experience in providing large-scale professional learning for staff via remote systems (such as Zoom or Google Meet) as well as on-going professional learning for staff.
3. Knowledge of Federal and State laws and regulations governing the services outlined in the scope of services.
4. Must have signed, or be able to sign the Connecticut Student Data Privacy Pledge prior to implementation in the district.

### **C. Scope of Services**

Proposals will need to include a three-year contract for a slides-based interactive teaching and formative assessment system that includes the following:

- Integration with Google Slides and PDFs (minimum - additional integrations preferred by not required)
- Ability to add formative assessment questions, specifically:
  - Multiple Choice
  - Open-Ended Responses
  - Polls
  - Drag and Drop
  - Drawing
  - Fill-In the Blanks
- Ability to add Interactive videos
- Ability to annotate slides/activities during a lesson
- Ability to Toggle between “live” and “student-paced” modes during a lesson
  - Ability to limit the number of slides that students can access in “student-paced” mode.
- Ability to add a co-teacher to a lesson
- Ability to see student responses in real time
- Ability to share student responses while hiding student names
- Ability to create Substitute Plans that can be shared outside of the district if necessary
- Access to post-session reports that allow teachers to see student responses and data as well as provide feedback to students
- Comprehensive library of pre-made lessons and activities that is searchable by topic, domain, and standard

### **Account Types & Abilities**

- District Administrator
  - District-Wide User Management
  - District-Wide Usage Reports (including graphs, statistics, and post-session reports)
  - Ability to create and manage shared district libraries
- School Administrator
  - School-Based User Management
  - School-Based Usage Reports (including graphs, statistics, and post-session reports)
  - Ability to create and manage shared school libraries
- Teacher Accounts

- Ability to prevent students from launching or facilitating an activity without a teacher present
- Ability to add a co-teacher to a lesson
- Ability to see student responses in real time
- Student Account
  - Ability to change devices in the middle of a lesson and pick back up where they left off.
  - Ability to create their own lessons or activities to share with classmates
  - Ability to see past assignments and track work

#### **Technical Requirements & Support**

- Seamless integration into Google Meet and Google Classroom
- Google Chrome Extension
- Single-sign on compatible with Google
- Ability to access via mobile devices (tablets and smartphones)
- Dedicated technical support specialist

#### **Professional Learning and System Roll-Out**

- Professional learning for district technology integration staff, department supervisors, and school-based trainers in the form of “train the trainer” training to be completed by July 31, 2022.
- Professional learning specifically designed for the Supervisor of Technology for Teaching and Learning and a member of the Computer Technology Center to ensure all back end work is complete prior to roll-out to staff in August.
- System must be up and running for teachers to use no later than August 15, 2022. Appropriate support must be provided to ensure roll-out occurs on schedule.
- Dedicated customer support specialist to ensure appropriate roll-out

#### **D. Agreement Period**

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be July 1, 2022 – June 30, 2025. There will be an option to extend the contract by a year up to two additional times.

#### **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. Proposers must sign the items and any forms included in Attachment A. (Contract Compliance Packet).
3. All questions and communications 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 6, 2022**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person 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 10, 2022, 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 City of Waterbury Department of Education Academic Office.

## **H. Conditions**

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the 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 **90** 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 persons 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 satisfactorily meet 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 explanation 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.
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 original (clearly identified as such) and **(1)** 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 May 18, 2022.**

Mr. Kevin McCaffery  
Director of Purchasing  
City of Waterbury  
235 Grand Street  
Room 103  
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. Proposers shall also, as indicated in Attachment C, 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?
  - 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 of the nature 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.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. 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 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.
- 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. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and 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 1.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
- 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 making a selection. 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**

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**

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 June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

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

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

[http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806).

#### **N. State DAS Requirements for Construction Projects**

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.



THE CITY OF WATERBURY RFP #7251  
Department of Education – Academic Office  
Slides-Based Interactive Teaching and Formative Assessment System

Submitted by:

Contact: Natali Barski-Meyman

Title: Corporate Counsel

Address: 1855 Griffin Road, A290,  
Dania Beach, FL 33004-2200

Phone: 305.677.5030 x 2268

Email: [Vendorforms@nearpod.com](mailto:Vendorforms@nearpod.com)

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**Proposer Information:**

**Firm Name:**

- Nearpod Inc.

**Permanent main office address:**

- 1855 Griffin Road, A290, Dania Beach, FL 33004-2200

**Date firm organized:**

- September 7, 2012

**Legal Form of ownership. If a corporation, indicate where incorporated:**

- Corporation, Delaware

**How many years have you been engaged in services you provide under your present name?**

- 9 years

**Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers:**



**1. Jose “Pep” Carrera | Chief Executive Officer**

Proven leader with deep experience leading SaaS companies in analytics, marketing, and education.

**2. Severine Vieux | Chief Financial Officer**

Experienced finance professional with a demonstrated history of working with PE-backed, SAAS companies. Skilled in Financial Accounting/Reporting, Human Resources, Auditing, Board Management, Budgeting and M&A transactions.

**3. Andrew Parker | Chief Technology Officer**

Senior engineering executive with extensive experience in scaling extremely high-growth SaaS companies, M&A, and building and operating very large-scale SaaS platforms. Specialties: Hypergrowth/Scaleup SaaS Companies, Organizational Leadership, Startups, M&A, Cloud, Scalability, Reliability, Performance, Software Engineering, DevOps. Extremely adept in scaling distributed systems and SaaS platforms to many billions of transactions a day and 99.999%+ uptime, across all disciplines including platform/software engineering, infrastructure, devops and SRE.

## **Experience, Expertise and Capabilities**

### ***Philosophy Statement and Business Focus:***

We believe education is the path to a more equitable world. We know the best learning experiences are effective, engaging, and inclusive. Central to this, we know teachers are critical to students' learning and to their social and emotional well-being. This is why our core belief is to empower teachers, not replace them. Teaching is not just the most important job in the world, but also one of the hardest. And so our team of former teachers, engineers, product and content developers do everything they can to build products driven by teacher feedback and honor all student backgrounds and abilities.

Nearpod engages students while providing teachers with real-time learning insights no matter where learning takes place--be it at home, in the classroom, or in a hybrid setting. Teachers can incorporate interactive presentations, formative assessment, videos, audio, images, primary documents, websites, gamification, virtual simulations and more into a single lesson and deploy it all from one link. This allows educators to easily differentiate learning and meet individual students' needs. Teachers can also use real-time annotation during lessons to enhance student engagement. New lessons are constantly being added to the Nearpod library and existing lessons are frequently updated to reflect current events or classroom needs. All Nearpod's content is fully customizable so teachers can adapt it to their students' needs, or they can upload their existing lessons and make them interactive in minutes. Nearpod makes it easy for teachers to collaborate with one another, making it ideal for co-teaching environments. Nearpod also offers unlimited storage of lessons. Lessons are housed within libraries that can be shared both school and district wide.

Additionally, with Nearpod, one solution can be utilized by all grade levels, making implementation, and training easier, while reducing time and budget investments. Nearpod works on a variety of devices, including Chromebooks and Apple devices. Nearpod has partnered with many different platforms, including Microsoft Teams, to provide opportunities for asynchronous learning. Other platforms that easily integrate with Nearpod include, but are not limited to, YouTube and Flocabulary. Instruction through Nearpod is extremely versatile, offering teachers the opportunity to teach both synchronously and asynchronously. Student data easily integrates with Learning Management Systems such as Canvas, allowing teachers to quickly analyze student progress and achievement.

### **Summary of Relevant Experience.**

#### Reference One:

Client Name:	Norwalk Public Schools
Address:	125 East Avenue Norwalk, Connecticut 06852
Services Provided:	Nearpod Premium Plus and 21st Century Readiness Program
Dates of Service:	~4 years
Contact Name & Title:	Ralph Valenzisi   Assistant Superintendent for Digital Learning & Innovation
Phone No:	(203) 854-4039
Email Address:	valenzisr@norwalkps.org

#### Reference Two:

Client Name	Yonkers Public Schools
Address	One Larkin Center Yonkers, NY 10701
Services Provided:	Nearpod Premium Plus, Social Emotional Learning, English Learners, Digital Citizenship & Literacy, Historical Perspectives & Literacy, College & Career Readiness Programs.
Dates of Service:	~1 year
Contact Name & Title:	Dawn Bartz   Executive Director of Social Studies, Instructional Technology & Digital Learning
Phone No:	(914) 376-8181
Email Address:	dbartz@yonkerspublicschools.org



Reference Three:

Client Name:	Perth Amboy Public Schools
Address	178 Barracks Street Perth Amboy, New Jersey 08861
Services Provided:	Nearpod Premium Plus, Nearpod for English Learners, and Digital Citizenship & Literacy
Dates of Service:	~ 5 years
Contact Name & Title:	Dr. Courtney Pepe   Director of Instructional Technology
Phone No:	732-376-6200 ext. 30230
Email Address:	cpepe@paps.net

Reference Four:

Client Name:	Buffalo City School District
Address:	65 Niagara SQ RM 2201 Buffalo, New York 14202
Services Provided:	Nearpod Premium Plus, Social Emotional Learning, Digital Citizenship & Literacy, Historical Perspectives & Literacy and English Learners Premium Collections
Dates of Service:	~ 2 years
Contact Name & Title:	Sarah Edwards Supervisor of Instructional Technology
Phone No:	(716) 816-3561
Email Address:	sedwards@buffaloschools.org

Reference Five:

Client Name:	St. Mary's County Public Schools
Address:	23160 Moakley St. STE 109 Leonardtown, Maryland 20650
Services Provided:	Nearpod Premium Plus, Social Emotional Learning and Digital Citizenship & Literacy Premium Collections.
Dates of Service:	~ 1 year
Contact Name & Title:	Heather Wysokinski   Supervisor of Library Media
Phone No:	(301) 475-5511
Email Address:	hmwysokinski@smcps.org

## **Current Waterbury Public Schools Nearpod Customers:**

### **North End Middle School**

*Nearpod & Flocabulary*

November 2020- Present

Sharell Herbert

534 Bucks Hill Rd.

Waterbury, Connecticut 6704

(203) 574-8224

### **Henry S Chase Elementary School**

*Nearpod and Flocabulary*

January 2022 - Present

Lori Eldridge

40 Woodtick Rd.

Waterbury, Connecticut 06705

(203)574-8188

leldridge@waterbury.k12.ct.us

## **Current Waterbury Public Schools Nearpod Pilots:**

### **Language Arts Department**

Jennifer Sarja, Supervisor

(203) 574-8088

jennifer.sarja@waterbury.k12.ct.us

### **Social Studies Department**

Veda Harris, Supervisor

(203)574-8044

Vharris@waterbury.k12.ct.us

## **Current Waterbury Public Schools Customers For Nearpod With Companion Platform Flocabulary:**

### **Michael Wallace Middle School**

*Flocabulary*

August 2021 - Present

Vincent Balsamo

3465 E. Main St.

Waterbury, Connecticut 06705

vbalsamo@waterbury.k12.ct.us

### **M M Generalie Elementary School**

*Flocabulary*

May 2022 - Present

Kathy Daversa

3196 E. Main St.

Waterbury, Connecticut 06705

(203)574-8174

kdaversa@waterbury.k12.ct.us

### **West Side Middle School**

*Flocabulary*

December 2021 - Present

Lori Ross

ross@waterbury.k12.ct.us

(203) 574-8120

483 Chase Pkwy

Waterbury, Connecticut 06708

## **Personnel Listing Qualifications**

**Vince Sbarra** is a ***Director of Customer Support*** at Nearpod. Vince has spent time as a lead teacher and technology administrator in Baltimore City Public Schools, the 3rd largest school district in the state of Maryland. Through this experience he has developed a solid foundation for how teachers can implement technology for learning and the technical infrastructure necessary to support it. In his current role, Vince is responsible for the staffing, development, and supervision of the various customer facing teams within Support. The teams include Customer Support, Customer Activations, and Rostering Services. Throughout his tenure at Nearpod, Vince and his teams have redefined the majority of processes and workflow with Nearpod, and act as direct liaisons with various internal teams within the organization. The team's overarching goals include providing the very highest levels of end user support by meeting various SLA's as established by the organization, and delighting customers along the way. Vince has been in the EdTech industry for over 10 years in various roles within McGraw Hill Education, The Museum of Science, and Nearpod.

**Erika Tepler** is a ***District Strategy Consultant*** in our Professional Services department. Her role is to design and deliver interactive professional development that combine instructional best practices with the latest technology. Her goal is to ensure high quality product training and implementation from district leaders to school level personnel. Erika is bilingual and is a specialist in ELL pedagogy as well as technology integration. She has led professional development sessions in English and Spanish, both in person and virtually to groups as large as 900 participants. She has over a decade of experience in education. Prior to Nearpod she spent time as an instructional coach, an English Language Teacher, and department head in both the U.S. & Spain. She holds an M.A. in Education and a Certificate in Comprehensive Literacy.

**Lindsay Plavchak** is a ***Senior Customer Success Manager*** at Nearpod. In her role, she manages and supports large urban district partnerships in the Northeast region. More specifically, Lindsay partners with key district stakeholders to drive Nearpod onboarding, adoption, and continued usage of the Nearpod platform. Through collaboration with the district, Lindsay provides support, guidance, and implementation resources to ensure Nearpod aligns with district initiatives and meets and exceeds goals and expectations. Lindsay brings 10 years of experience in K-12 education to her role. Prior to Nearpod, Lindsay was a secondary science teacher in Prince George's County, Maryland, the 20th largest school district in the country. She later served as the NYC Program Director for the Network for Teaching Entrepreneurship, a global education non-profit organization. More recently, Lindsay was the Customer Success Manager at Playmada Games, an NYC-based edtech startup that built learning games for secondary science courses, where she supported teacher usage of the products,

created supplemental content resources, and designed and led professional development sessions

**Kara Baker** is an ***Account Executive*** in her role, she manages and supports district partnerships in the Northeast Region. More specifically, Kara partners with school and district administrators to evaluate Nearpod solutions. She has presented to hundreds of teachers and administrators across the country and has been tapped to attend conferences like the Association of Computer Technology Educators of Maine to lead workshops. Her presentations focus on how institutions can leverage tech to support their initiatives as it relates to boosting teacher best practices that influence student achievement. Through collaboration with school and district leaders, Kara provides support, guidance, and implementation resources to ensure Nearpod aligns with strategic district initiatives. Kara brings 10 years of experience in consultative partnership management to her role. Prior to Nearpod, Kara was an Account Executive at Aramark in their Corporate Business sector for the East Coast. In her free time she volunteers with Operation Impact- a non profit organization helping her community and schools. She plays a pivotal role in their campaign for Back to School in collecting over 2,000 backpacks and supplies as well as fundraising for their annual Holiday Toy Drive.

**Danielle Baudendistel** is a ***Sales Development Representative*** for the *Northeast Region*. In her role, she continuously educates districts and schools about Nearpod's offerings to help provide solutions to help guide differentiated teaching with improved student outcomes at the K-12 school levels. Danielle anticipates customer needs and adapts strategic plans in order to help schools and districts achieve beneficial long-term objectives and goals. Danielle holds a Masters in Forensic Science and brings 7 years of classroom experience as a former science curriculum coordinator and educator.

**Conflict of Interest.**

N/A

## **Career Summary:**

Over thirty years professional experience with 25+ years designing, implementing and supporting technology-based solutions. Deep experience in aspects of technical staff and project management including budgeting, and resource allocation in both waterfall and agile environments. Demonstrated technical expertise identifying SaaS based solutions to meet client needs both directly and through successful vendor partnerships. A passionate educator with specific recent and relevant experience within educational technology in the non-profit and for-profit sectors.

## **Work Experience:**

### **Nearpod**

(2021 - present)

#### **Director of Support**

Lead a (remote) team of technical and educational professionals responsible for various post sale customer facing activities. Teams were organized into Customer Support, Activations/Licensing, and Rostering. Each team was supported by a team leader who managed the day-to-day operation of the team. Identify, evaluate, select, and contract all vendor partners for all outside technical engagements for the division

- Direct responsibility to staff, develop, and mentor the team leads for each area
- Manage and meet the SLA requirement for all inbound customer support questions inquiries from 3 inbound streams (email, chat, phone)
- Manage and meet the SLA for all licensing operations with respect to new customer onboarding, existing customer renewals, and final customer terminations
- Manage, train, develop, and mentor the rostering services team which took on responsibility to implement all automated rostering for both our flagship technical products.
- Design and implement all support processes to support the customer facing functions for the team both internally and externally
- Interface with parent organization (Renaissance Learning) when support initiatives were planned and implemented
- Act as liaison between support teams and engineering teams and product teams for outage escalation, product defect reporting, and escalation

### **Museum of Science**

(2018 – 2021)

#### **Director of Technology**

Lead a (remote) team of technical and educational professionals in designing, building, implementing, and supporting digital curricula offerings for the organization. Direct oversight of the business systems used for lead gen, marketing, sales, e-commerce, order management, and reporting for over \$7M in annual curricula sales.

- Identify, evaluate, select, and contract all vendor partners for all outside technical engagements for the division
- Engineered a digital curriculum platform to support curriculum authoring, user administration, and curriculum access for educators
- Extensive involvement with LMS functionality, use case development, and UX for all end user facing pages

- Back end requirements developed for rostering district and school accounts, end user administration, account/password creation
- Developed a token-based passkey redemption process for all curricula offerings requiring end users to redeem passkeys for specific access. Multiple passkey types were identified, designed, and implemented to support business requirements
- Developed and maintained back end infrastructure for all marketing and sales websites for the division (Drupal 7 and Drupal 8)
- Developed, enhanced, and supported the e-commerce infrastructure for all online transactions including front end pages, backend order management integration, and credit card processing (Magento, auth.net)
- Partnership development has been a key component to delivery of technical projects as the museum has reduced staff by 65+% due to pandemic

## **McGraw-Hill Education**

(2013 – 2018)

### **Sr. Engineer and Manager, Customer Success**

- Partnered with various school districts nationally to design and deliver solutions in support of curriculum and assessment based MHE products
- Built relationships with senior district personnel in areas of Information Technology, Curriculum Development, and School Improvement
- Managed a team responsible for 13 states supporting RFP response generation, sales engineering, project implementation, and annual renewals worth over 20M
- Consulted with districts with respect to understanding a SaaS based architecture and various curricula delivery models to determine appropriate customized solutions(s)
- Represent and present on behalf of MHE at various technical and educational conferences including customer facing events
- Heavy emphasis on presentation skills and technical architecture design with respect to product delivery to meet customer requirements
- Led LMS division's 3 largest school district implementations with on time and under budget results

## **Baltimore City Public Schools**

(2009 – 2013)

### **Elementary School Teacher**

- Primary responsibilities include design and delivery of classroom instruction in an elementary school environment
- Subjects taught included math, reading, science, and social studies
- Experienced with 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> grade students in a departmentalized and general setting including grade level team leader for 2 academic years
- Active holder of SPC from MSDE in which certification was obtained through RTC and BCTR
- Delivered top MSA scores for my school during consecutive academic years
- Significant experience with classroom and school wide technology systems including Promethean, CSDL, CPS, PTG, SMS, ST Math, Study Island, First in Math and TSS.

## **Legg Mason / Stifel Nicolaus**

(1999- 2008)

### **Market Data Manager, Asst. Vice President (LM)**

Responsible for managing the technical delivery and SLA for all external firm data (30M annual spend). Specific products included pricing data, index data, security master data, and real time data feeds for end user applications.

- Managed external data products and projects across all LM affiliates and corporate offices
- Led teams of analysts working with all data products and solutions
- Managed all procurement operations (contract review, invoice processing, cost allocation)



- Managed technical delivery of data (design, engineering, support)
- Managed relationships with all external vendors
- Recruited, managed, and developed staff of 5
- Reduced annual spend by roughly \$5M during firm wide cost cutting project
- Strong vendor management presence and negotiation skills required

### **Chief Technology Officer, First Vice President (Stifel)**

Responsible for all technology within Capital Markets Business unit. Specific businesses include Fixed Income trading, Equity Trading, Research, Investment Banking, and Syndicate.

- Responsible for design, implementation, operation, and support of all LAN, WAN, SAN, remote access and vendor connectivity to support real time trading environment
- Implemented and supported applications for all real time trading systems
- Ensured technical compliance for Change Management, software upgrades, and desktop standards
- Developed all real time interfaces on each platform. Interfaces include market data, backoffice, client frontends and execution points
- Designed new data center for business unit move to support high availability (co-located with St. Louis) and end user requirements
- Developed operational procedures for day to day operations of data center functions including DR, backup/recovery, maintenance and cleaning, and staff access
- Managed and supported internal technology located at the NYSE.
- Recruited, managed and developed staff of 12 - 15. Team members consisting of Project Leaders, Business Analysts, Developers, and Testers responsible for full life cycle development
- Developed reputation for delivering on time, under budget systems to satisfy the demanding needs of high-level business managers
- Manage multiple vendor relationships with respect to delivery, escalation, and SLA management with an annual spend of over 10M
- Enhanced IT relationship with business line directors with monthly technology review
- Reported directly to the Chief Operating Officer

### **Network Operations Manager (LM)**

Responsible for all Operational aspects of infrastructure technology and support.

- Managed multiple teams with individual managers totaling of 35-40 staff members
- Managed the Help Desk, Network and Server Support, Desktop Support, and Application Support teams
- Managed the entire process from initial alerts, client communication, senior management escalation, and problem resolution, including change control
- Participated in the Change Management committee reviewing, analyzing and approving changes for all technology initiatives within the firm
- Participated in all key IT initiatives including but not limited to – move panning, space planning, capacity planning, data storage remote access, disaster recovery, and IT audits
- Understood complex technical environment consisting of 140 branches with 300 servers and over 5000 desktops. Heavy reliance on email, storage, and internet availability.
- Developed security policy and implementation strategy for the entire business unit including logical and physical access, application level monitoring, and user access levels
- Managed support for multiple trading floors located throughout the US as well as Geneva, Madrid, and London
- Promoted into role and reported directly to the Chief Technology Officer

**Alex. Brown & Sons/Bankers Trust**

(1996 – 1999)

### **Desktop and Application Solutions Manager, Vice President**

Responsible for all desktop services across the Alex Brown business unit within Bankers Trust.

- Managed the delivery, support, and MAC process for 3000 desktops throughout headquarter and branch locations
- Recruited, managed, and developed 3 managed teams with total staff of 30
- Developed process for building PC's layered with applications to meet specific Alex. Brown business unit needs
- Led project to upgrade all PC hardware and software to ensure Y2K compliance

## **Trecom Consulting**

(1994 – 1996)

### **Sr. Consultant**

- Managed multiple client data center implementations
- Selected to be the senior onsite consultant leading a team through planning, design, and implementation of all data center services
- Reported directly to EVP for status and updating
- Project was completed 4 months early and resulted in significant client costs savings

## **Automated Concepts, Incorporated**

(1991 – 1994)

### **MIS Director**

- Designed and built Corporate and branch network of 5 regional locations
- Managed the implementation of a custom built recruiting application allowing regional offices to match client requirements and candidates from scanned in resumes
- Planned and designed entire organizations email system
- Established help desk for client troubleshooting and problem resolution
- Managed a staff of 3

## **Institutional Development Council**

(1988 – 1991)

### **Assistant to MIS Manager**

- Entry level position to assist MIS Manager on a variety of tasks
- Wrote application to track pledge amounts for each prospect within database
- Managed staff of 5 responsible for printing and mailing pledge requests

## **Education:**

M.B.A., Monmouth University (1994)

B.S., Computer Science, University of Scranton (1988)

## **Other Areas of Interest:**

United States Tennis Association (active current member)

Youth Sports (13+ years of baseball coaching and player development)

Harford Ballet Company (past member Board of Directors)

## **Erika Tepler**

Consultant, Instructional Coach, Teacher

etepler@gmail.com · +1 207 751 9875 · 27 Hodgins St., Portland, ME 04103

### **SUMMARY**

As a resourceful and naturally inquisitive leader, I seek novel challenges that force me to enhance and acquire new skills. Data-driven and adaptable to change, I enjoy fast-paced environments that require excellent analytical skills and creativity.

### **EXPERIENCE**

**District Strategy Consultant- Nearpod** 2021-Present

- Design and deliver professional development combining best practices with the latest technology.
- Strategize product implementation through professional development with District leaders.
- Present engaging and interactive webinars to groups of up to 900 people.
- Developed and delivered the company's first Spanish language professional development sessions.
- Specialist in English Language Learner pedagogy and technology integration.

**Instructional Coach- Lewiston Public Schools** 2020-2021

- Design and deliver professional development for teachers and administrators.
- Coach teachers to improve student outcomes using best practices, data-driven instruction, and reflection.
- Analyze learning assessment data and make recommendations for student growth.
- Synthesize and manage learning assessment data to determine student placement and support instruction.
- Collaborate with stakeholders to address the needs of diverse learners with specialized support.

**English Language Teacher- USA and Spain** 2007-2019

*Head of English Language Department*

- Designed, implemented, and managed successful training programs in pedagogy and cultural awareness.
- Served on the Shared Leadership Team and District ELL Leadership Teams.
- Chaired Committee for Curriculum, Assessment, and Instruction to implement portfolio assessment.
- Managed department budget and teacher schedules. Successfully prepared for a state audit without errors.

*English Language Teacher*

- Taught multicultural EL students grades 6-12 in stand-alone and co-teaching settings.
- Developed teaching materials and yearly curriculum, enhancing learning concepts.
- Promoted student engagement through project-based learning.

### **EDUCATION**

**University of Maine** Maine  
Certificate Program 2020-2021  
Maine Partnerships in Comprehensive Literacy Coach

**CUNY Hunter College School of Education** New York, New York  
Master of the Arts in Education 2007-2009  
Program: Teaching English to Speakers of Other Languages

**George Washington University's Elliott School of International Affairs** Washington, DC  
Bachelor of the Arts in International Affairs 2003-2007  
Magna Cum Laude with Special Honors

### **SKILLS**

Spanish C1, Project-Based Learning, Market Positioning, Strategic Planning, Intercultural Communication, Salesforce, Google Analytics, Facebook Ads, Copywriting, Content creating, Excel, Basic HTML & CSS,

# Lindsay E. Plavchak

1330 Willow Avenue, Apt 520, Hoboken, NJ 07030 • leplavchak@gmail.com • 412-759-5090

## PROFESSIONAL EXPERIENCE

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### Nearpod

#### Senior Customer Success Manager

June 2020 - Present

- Manage a portfolio of 45 district accounts in the Northeast region, totaling \$3.3M ARR
- Drive adoption, retention, and expansion of Nearpod & Flocabulary within the region by understanding customer needs, defining success criteria, and crafting and supporting custom implementation plans
- Cultivate, manage, and leverage key stakeholder relationships to build awareness across the entire district
- Develop a communication cadence with customers to monitor account health and deliver student learning outcomes

### PlayMada Games, LLC

#### Senior Manager, Customer Success

December 2019 - June 2020

- Supported 5,000+ science educators through individual and school level subscriptions in the integration and use of our digital chemistry resources
- Developed and implemented an ongoing communication plan to support users through the customer lifecycle from onboarding to renewal
- Developed and led monthly in-person and virtual training and professional development sessions for educators

#### Manager, Science Content & Educator Outreach

March 2016 - December 2019

- Built, supported, and managed a growing network of product users (grade 6-college STEM educators) in successful integrating Collisions, our digital chemistry game, in the classroom
- Created and designed user guides, content materials, lesson plans and additional supplemental materials for users
- Created and conducted 12+ annual virtual and in-person professional development sessions & developed and led a high-touch professional development and product insight program serving 75 teachers annually
- Directly supported marketing efforts by representing company at STEM education exhibitions, facilitating workshops at several regional and national conferences, building marketing campaigns and social media ads
- Worked cross-functionally with the design team to gather customer input and coordinate product testing

### Network for Teaching Entrepreneurship

#### Program Director, New York Metro

September 2014 - March 2016

- Directly managed a 4 person program team in executing and supporting NFTE's Entrepreneurship and STEM programs serving 2,500+ students, 40+ educators and 40+ middle and high school students annually
- Recruited and engaged new program sites to adopt and purchase the NFTE Entrepreneurship curriculum
- Oversaw the planning and delivery of 4 annual professional development trainings for NFTE educators, the placement of 350+ volunteers and the engagement of 20+ program alumni
- Developed programming budgets and fund allocations for all programs and over 10 annual program events

#### Program Manager, New York Metro

September 2013 - September 2014

- Managed a portfolio of 10 schools and 13 teachers in the implementation of NFTE's Entrepreneurship course by collecting data, creating teacher action plans, observing teachers, and leading professional development sessions
- Served as the volunteer and engagement manager through supporting the onboarding, training, retention, and placement of 250+ volunteers annually
- Planned and directed 10+ regional program events, including 3 large scale events with 200+ attendees

### Teach for America, Washington DC Region

#### Secondary Science Teacher, Parkdale High School, Prince Georges' County, MD

September 2011 - June 2013

- Taught Biology, English as a Second Language (ESL) Biology and Environmental Science to 300+ students
- Collaborated with fellow teachers to increase student achievement and performance on state assessments by developing curricula to ensure alignment with county and state standards and increasing the student pass rate on the Biology High School Assessment for first time test takers from 52% (2011) to 70% (2012)

# Lindsay E. Plavchak

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## EDUCATION

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### University of Pittsburgh, Pittsburgh, PA

#### Bachelor of Science in Molecular Biology (Biochemistry Track)

- Minor: Chemistry
- Certificate: Conceptual Foundation of Medicine
- Concentration: Pre-medicine
- GPA: 3.84 Summa Cum Laude

### General Assembly, New York, NY

#### Product Management Course

- Attended a 10-week, 20 class course on Product Management
- Learned product management best practices and created a roadmap, business model canvas, MVP, key metrics, personas, and wireframes for my own product idea

## CERTIFICATIONS/HONORS/AWARDS

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Certificate of Completion, Product Management at General Assembly (December 2016)

Certified Secondary Science Teacher, Maryland (September 2012)

Member, Phi Beta Kappa (inducted May 2011); Member, Omicron Delta Kappa (inducted January 2010)

Awardee, Departmental Honors for successful completion of undergraduate thesis: Characterizing the Involvement of ER Luminal Molecular Chaperones in the Degradation of the Epithelial Sodium Channel (April 2011)

## PUBLICATIONS AND PRESENTATIONS

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Teresa M. Buck, Lindsay Plavchak, Ankita Roy, Bridget F. Donnelly, Ossama B. Kashlan, Thomas R. Kleyman, Arohan R. Subramany and Jeffrey L. Brodsky. The Lhs1/GRP170 chaperones facilitate the endoplasmic reticulum associated degradation of the epithelial sodium channel. J. Biol. Chem., May, 2013.

Playtesting and Prototyping Games for the Classroom: Putting Students and Teachers at the Center of Playful Learning. Edward Wang, Natasha Desai, Lindsay Plavchak. 2017 Games for Change Festival. August, 2017.

## VOLUNTEER EXPERIENCE

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### Network for Teaching Entrepreneurship

#### College Access Coach

*Fall 2017, Fall 2018*

- Worked 1:1 with a NYC high school student through the college application process
- Read and edited application essays and personal statements

### Groove With Me, Inc.

#### Ballet Instructor

*September 2017 - June 2018*

- Taught 1-hour weekly ballet classes to 15 7-9 year old girls in East Harlem

## Kara Baker

[bakerkara13@gmail.com](mailto:bakerkara13@gmail.com) Long Island, NY (717) 421-9702

Driven sales professional, polished and effective communicator with customers and colleagues. Flexible in a variety of work environments working with families, peers, and clients. Commended by sales managers in official reviews for determination, respectful communication, team building and consistency in meeting goals under increasing standards. **Searching for an environment where rewards are based on merit and performance.**

### Professional Experience:

#### Nearpod- Account Executive

December 2020-Present

- Responsible for 650K yearly Quota in New England Territory
- trusted partner to schools & districts in New England Region to support in their evaluation of curriculum and technology resources
- Orchestrate conversations with school and district technology and curriculum decision makers to generate sales for Nearpod's B2B SaaS solution
- Leverage Salesforce.com to track pipeline and forecast projections to upper management

#### DGP Intl-Customer Support-Remote

March 2020-December 2020

- Develop strategic account plan to ensure customer satisfaction and maximize renewals
- Take responsibility for entire sales cycle, including: developing leads, qualifying and setting appointments, customizing programs, closing sales, upselling, generating referrals and continuing renewals
- Attend ongoing education conferences, learning sales skills, building rapport, effective communication styles

#### Meta New York-Master Makeup Artist/Instructor/Executive Assistant-NY Metro Area

August 2015-Present

- Develop curriculum and teach 20+ students on a weekly basis to foundational makeup skills
- Responsible for administration tasks ex: staffing, ordering, securing large cash on hand
- Spearheaded a major Fundraising Event that raised \$35K to support the organization EndAbuse4Good

#### Aramark Uniform Services-Account Executive/Account Manager-Long Island, New York

August 2015-March 2020

- Top Rookie of The Year in North East Region from across 15+ teams
- Consistently exceed quota, average 113% per quarter
  - Sold every line of business to the Largest Pharmaceutical Company in Long Island
- Recipient of Sales & Service Collaboration Award Four Consecutive Years
- Develop new business and expand pre-existing business while making 80+ cold calls daily
- Maintain integrity and relationship of account through entire sales cycle through regular visits and follow-ups

#### Aramark A2L Graduate:

##### Altria-Richmond, Virginia

April 2014-August 2015

##### Bank of New York Mellon-Pittsburgh, Pennsylvania

- Food Service Director of 12-30 employees and the training of HACCP standards
- Sole organizer of 15,000 piece dessert room
- Responsible for décor, marketing, recipe creation for a sustainable wellness account while responsible for ordering and inventory to meet budget constraints

#### Study Abroad Recruiter/Office Assistant, Johnson & Wales University, Providence, RI

March 2013-May

2014

- In addition to heavy credit load as a full-time J&W student, approached students on how to choose study abroad programs to benefit their academic needs, answering questions one-on-one, and preparing advertising events
- Lead organizer for annual Information Fair, duties including Student Activities, Catering, and Operations

### Education and Certifications:

#### Johnson & Wales University, Providence, RI

September 2010-May 2014

Bachelor of Science in Baking and Pastry, Minor in Event Planning GPA 3.64

#### Ecole Nationale Supérieure de la Pâtisserie, Yssingeaux, France

#### Apicius International School of Hospitality, in Florence, Italy

- Food & Beverage Management Concentration, Event Management Concentration, Leadership Concentration
- Presidential Academic Scholarship (4 years)

**OTHER SKILLS:** Computer: Proficient knowledge of Microsoft Office Suite, Google Suite, and Salesforce

31115 Palm Song Place  
WESLEY CHAPEL, FL 33545  
(516) 330-5977  
DANIELLEBAUDENDISTEL@GMAIL.COM

# Danielle Baudendistel

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Accomplished professional with 7+ years of experience and unique talents skilled in the development and implementation of several adaptive teaching methods while working in a cross-functional environment.

## SKILLS

- Strategic Planning & Implementation
- Continuous Process Improvement
- Team Collaboration & Management
- Training Delivery & Development
- Organize & Manage Team Leadership
- Develop & Organize Curriculum
- Plan & Execute school objectives
- Superior communication skills in a cross-functional environment
- Build trusted relationships with learners, families, & school donors

## EXPERIENCE

### Nearpod - Sales Development Representative

December 2021 - Present

- Continuously educates districts and schools about Nearpod's products
- Helps assist with solutions to help guide response to intervention and differentiated teaching with improved student outcomes at the K-12 school levels
- Anticipates customer needs and adapts strategic plans in order to help schools and districts achieve long-term objectives and goals

### Dr. Kiran C Patel High School – *Science Instructor*

June 2020 - December 2021

- Developed & executed an adaptive synchronous teaching method through Google classroom and Zoom in order to create a cohesive learning environment.
  - Coordinated and planned initiatives and lessons for effective project based learning in a cross-functional environment.
  - Led the deployment effort to deliver new e-learning protocols to faculty members, learners, and parents/guardians.



- Lead & manage the ongoing training of e-learning protocols throughout the high school community of new faculty members, learners, and parents/guardians.
- Strategically planned & implemented the study tools that learners would use to prepare for the Florida State Science Biology Assessment resulting in scores ranked 2nd best across the state of Florida.
- Encourage Team Collaboration by establishing a structured monthly department team meeting to maintain curriculum alignment among faculty.
- Recognized as an employee of an A-Grade school by Florida's governor.

**Freedom High School, Hillsborough County Public Schools – Science Instructor**

January 2016 - June 2020

- Developed & implemented the Forensic Science curriculum for the seventh largest school district in the state of Florida.
  - Successfully certified science faculty across the district in the new curriculum including relevant teaching techniques and best practices.
- Calculated deadlines to ensure Florida State Standards were met across classrooms.
- Facilitated meetings for the science department to ensure staff was teaching on the county course timeline.
- Managed team collaboration through well organized and structured department meetings.

**Pinellas County Forensic Laboratory – Toxicologist Intern**

June 2015 - November 2015

- Determined the rate of retention times and limit of detections for the 60 most popular drugs that were seen at the Pinellas County Forensic Laboratory based on the new SWG/TOX documentation that was a new requirement for accreditation purposes in the state of Florida.
- Improved the minimum standards of practice for validating analytical methods being utilized across the laboratory.
- Ensured and renewed the accreditation of the lab by the American Society of Crime Laboratory Directors Laboratory Accreditation Board.

**Insight Wellness Center – Personal Assistant**

Nov 2014 - May 2015

- Developed a new electronic scheduling system for the doctors at the practice that increased the accuracy of scheduling appointment types and times.
- Organized all patient files and other various paperwork.



- Billed & filed insurance claims for doctors.

## **EDUCATION**

### **Florida International University – *Professional Science Masters in Forensic Science***

May 2015 - Dec 2016, Miami, FL

*Graduated Summa cum laude with a 4.0 GPA.*

### **University of South Florida– *Biomedical Sciences, B.S.***

August 2011 - May 2015, Tampa, FL

*Graduated Magna cum laude with a 3.72 GPA.*

## **Statement of Qualifications and Work Plan**

### ***Qualifications:***

Nearpod offers an interactive, instructional platform that merges formative assessment and dynamic media for live and self-paced learning experiences, both inside and outside of the classroom. Nearpod combines multiple solutions into one streamlined platform, allowing teachers to simplify lesson creation, and bringing rich, standards-aligned content into the classroom that's engaging, interactive and elevates student voice and creativity. As a result, engagement has grown exponentially since its launch in 2012; 1.2 million educators rely on Nearpod, with users from over 75% of K-12 US public schools. In 2020, students interacted with our platform 1.5 billion times across 19.5 million lessons taught.

Through a series of independent research studies on the tools impact on teaching and learning, Nearpod has demonstrated Level 2 "Moderate Evidence" of ESSA requirements and can be implemented with fidelity using Title I-IV funding.

Findings from 12 published studies demonstrated the following outcomes:

- Teachers are empowered when building & delivering Nearpod lessons
- Nearpod provides better experiences for learning than traditional instruction
- Nearpod increases student motivation, curiosity, & interest
- Nearpod scaffolds opportunities for students to make authentic connections

Findings from respondents via an internal survey of our user base delivered the following results:

- 82% of teachers found Nearpod content easy-to-use and highly engaging
- 90% of teachers report Nearpod increases the amount of hands-on, minds-on learning in their classroom
- 90% of teachers report Nearpod allows them to reinforce and expand on their typical lesson content
- 100% of teachers report Nearpod expands their approach to evaluating student performance

### **Work Plan.**

As a district customer, Nearpod will assign a regional dedicated Customer Success Manager (CSM), who will be the primary day to day contact for Nearpod onboarding and implementation. The Nearpod CSM will work to establish a regular cadence for meeting with district stakeholders and/or implementation contacts. The purpose for these meetings is to discuss usage, share product updates, and review progress of agreed upon goals from the Annual Success Plan. Users with Nearpod administrator

access are able to review high level usage from their Nearpod account. However, upon request, the CSM can provide additional detailed metrics based on District's needs and historical data. In addition, the CSM may also collaborate with the Nearpod Professional **Services team to develop, schedule, and lead the City of Waterbury professional development sessions for staff.**

*Examples of additional meetings between Nearpod and the City of Waterbury monitoring meetings could include:*

- Onboarding/Implementation Meeting to identify key goals and objectives for the year
- Mid Year Account Review including collaboration with the Account Executive
- Professional Development planning sessions in collaboration with Professional Services team to execute "train the trainer" sessions
- Monthly Newsletter
- Supporting staff through product certification courses and badging to join a community of thousands of credentialed Nearpod Certified Educators worldwide
- Renewal Outreach and end of year meeting to recap fidelity to implementation plan
- Negotiation and PO Collection
- Annual Success Plan (Yr 2+)

Nearpod Customer Support can provide assistance with any technical issues via phone (1-855-632-7763) and email([support@nearpod.com](mailto:support@nearpod.com)). Nearpod Customer Support is available by email and live chat from 8AM to 8PM Eastern Standard, Monday to Friday except U.S. holidays. Additionally, Community support (<https://www.facebook.com/groups/nearpod>) is available to all educators and is the fastest way to get in touch. Finally, users are able to visit our Resources Hub (<https://nearpod.com/resources>) for webinars, how-to videos, and more.

## **Personnel Supporting the Work Plan**

### **1.Danielle Baudendistel- Sales Development Representative**

a. Uses her analytical approach and science background to effectively guide teachers and school leaders on how they can educate themselves and make the most out of Nearpod resources.

### **2. Kara Baker - Account Executive**

a. Handles each request for a quote or product demonstration. Works directly with the customer during the entire purchasing process to ensure effective collaboration and communication pre and post implementation.

### **3. Lindsay Plavchak - Customer Success Manager**

a. Responsible for on-boarding and getting services turned on. Will set up a schedule for recurring meetings to discuss training needs, ensure implementation is going smoothly and be a customer liaison.

#### **4. Erika Tepler - District Strategy Consultant**

a. Works with district personnel as a thought leader and partner to design as well as deliver purchased professional development sessions to the customers desired specifications.

#### **5. Vince Sbarra - Director of Customer Support**

a. Available to answer support questions for all clients and users of the products purchased.

#### **Communication process with Waterbury and its members:**

- Inbound messages are received by our Sales Development team and then filtered to the Regional Sales Manager, Account Executive, or Customer Success Manager depending on the request.
- The Account Executive will handle all accounts in Connecticut. Multiple Customer Success Managers will work with Connecticut accounts depending on the size of the district/school.
- Marketing and our Sales Development Representative will be responsible for the communication process.
- Main communication is emails, phone calls, and video conferences. Our team strives to respond to incoming request within 1 business day.

#### **Standard delivery time for products/services after receipt of purchase order:**

- 3-7 business days
- Contract vendor training of staff assigned to specifically administer, sell products or services, or monitor duties and processes under an awarded Waterbury contract:
- Our set team will review the Waterbury contract and ensure that the team understands the contract and is prepared to execute it.
  - In our Connecticut team meetings, we will review new customers under the contract and ensure that we are following the contract.

### Services Expected of the City.

To support a successful product onboarding and multi-year implementation, the Nearpod team recommends involving district level contacts from the IT and Curriculum & Instruction departments. At a minimum, the Nearpod team will meet with these departments quarterly with the option to meet monthly, based on district preferences.

### Technical Requirements

**Here are the suggested technical requirements for supporting Nearpod:**

- We recommend hardware equipment supporting 802.11 N and AC
- Minimum WiFi requirement is equipment supporting 802.11 G
- When setting up proxy rules, please consider that domains used by Nearpod (nearpod.com, nearpod.s3, amazonaws.com, s3.amazonaws.com, cloudfront.net) may change IPs.
- We suggest that the proxy server has at least 4GB of RAM on a dual core processor.
- Nearpod supports unauthenticated proxies that are configured by the operating system and also supports DNS-based & DHCP distribution of PAC files.
- Regarding the connection speed, a proxy with cache enabled can increase download speeds by more than 70%. Usually, a connection of 5Mb, 10Mb or 20Mb (megabit per second) can download 10 lessons simultaneously in less than 3, 1.20 or 0.40 minutes respectively.

### Device compatibility

For optimal performance, we recommend using the most up-to-date version of any operating system, browser, and app.

Currently, Nearpod supports a wide variety of devices through our applications and web browsers. These include, but are not limited to --

- All computers capable of using the latest iteration of the Google Chrome web browser.
- iOS devices (iPhones, iPads, iPod touch) running iOS version 13.0 or newer.
- Mac OS devices using OS 10 or newer with Safari browser

- Android **handheld** devices running version 5.0 or newer (recommended 6.0 for Google play store app)
- Chromebooks running the latest version of Chrome OS

**We always recommend using the latest version of the application available for your device.**

While these devices are guaranteed to work, many others can be used with their built-in web browsers such as Kindle Fires and Android devices running builds older than 5.0.

If you have specific questions about device compatibility please don't hesitate to reach out to our support team via [support@nearpod.com](mailto:support@nearpod.com)

**\*\*\*Please note that the VR and 3d image capabilities (in terms of full functionality) are limited to the latest builds of the application on the newest versions of iOS. Most devices can still view the Virtual field trip images by panning with touch input.**

### **Network connection tips**

#### **Network connection requirements**

While we do not require any particular network type to access Nearpod, we recommend using the latest networking hardware available that has the capabilities to support the needed concurrent connections. Typically, 100 - 250kbps is a recommended minimum per student accessing the platform at one time.

Additionally, if you are exceeding the number of simultaneous connections for the access point, that can severely impact the response time of the Nearpod system and can sometimes result in a disconnect from the lesson.

#### **Some other things to note regarding your Network**

Content services go directly to Amazon Cloudfront CDN and do not pass through Nearpod's servers. If there is a problem here, there are two possibilities:

- 1) Amazon is down (possible but unlikely)
  - 2) Software in the school network prevents Nearpod to reach the Amazon servers
- Most often, the answer is option #2. Talk to your School IT Department to verify that they are not blocking any traffic to Amazon's Cloudfront CDN.

Verify that Nearpod works in a network outside your school

On your phone, make sure that you are not connected to the school's WIFI network. Use 4G/LTE on your carrier's network instead. The easiest way to do this is to disable your phone's WIFI. You can disable WIFI by going to iOS settings -> WIFI -> OFF. This will default your phone to your carrier's internet connection.

Open Nearpod and try to join a lesson (e.g. enter the CODE "MAGIC"). If Nearpod works, then the problem is on the school network trying to reach Nearpod servers. Talk to your School IT Department to verify that they are not blocking any traffic.

Check for iOS apps restrictions

Some schools have specific restriction policies to iPads/iPhones apps, assuming they will only be used by students. If the problem is that the iPad app will not work, but the web app [app.nearpod.com] does, there may be something blocking iOS apps. In this instance, it would be best to speak to your School's IT technician or department to verify that they are not blocking any traffic.

Teacher vs Student networks

Confirm that the teacher's device and the students' devices are connected to the same network. Sometimes, schools provide one network for teachers and another one for students with different permissions and settings. Therefore the teacher app may work while students won't.

**Cost Schedule.**

Please see a separate envelope marked "Confidential: Cost Proposal".



### **Information Regarding: 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.
  - No
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.
  - No
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**

Please see attached redlines.

**REQUEST FOR PROPOSAL  
BY  
THE CITY OF WATERBURY  
RFP #7251**

**Department of Education – Academic Office  
Slides-Based Interactive Teaching and Formative Assessment System**

The City of Waterbury, Department of Education, is seeking a multi-year contract for a slides-based interactive teaching and formative assessment system.

**This Contract pertains to a project funded in whole or in part, under the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) and/or under the Elementary and Secondary School Emergency Relief Supplemental Appropriations Act of 2021 signed into law December 27, 2020 (ESSER II Fund) and/or American Rescue Plan Elementary and Secondary School Emergency Relief Fund signed into law March 11, 2021.**

**Contractor is required to comply with all applicable Federal statutes, executive orders, regulations, rules and interpretive guidance issued by the U.S. Treasury Department, U.S. Office of Management and Budget or any other Federal agency. This Contract is subject to 2 C.F.R. Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury's implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.**

**A listing of Federal Requirements and Representations that the Contractor must comply with are set forth in Attachment A to the Contract that is part of the RFP #7251 package.**

**A. Background and Intent**

The Waterbury Public Schools is a large urban school district that services more than 18,000 students in grades PreK-12. The onset of the pandemic provided us with ample opportunity to create interactive blended learning for our students compatible with both in-person and online learning. As such, we are seeking a multi-year contract with an educational technology company who can provide a slides-based interactive teaching and formative assessment for use in our PREK-12 classrooms.

## B. Qualifications

Eligible proposers will be those consultants, businesses, and institutions that have 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; must be able to provide proof of a contract and successful implementation with a similarly sized school district in the United States.
2. Experience in providing large-scale professional learning for staff via remote systems (such as Zoom or Google Meet) as well as on-going professional learning for staff.
3. Knowledge of Federal and State laws and regulations governing the services outlined in the scope of services.
4. Must have signed, or be able to sign the Connecticut Student Data Privacy Pledge prior to implementation in the district.

## C. Scope of Services

Proposals will need to include a three-year contract for a slides-based interactive teaching and formative assessment system that includes the following:

- Integration with Google Slides and PDFs (minimum - additional integrations preferred by not required)
- Ability to add formative assessment questions, specifically:
  - Multiple Choice
  - Open-Ended Responses
  - Polls
  - Drag and Drop
  - Drawing
  - Fill-In the Blanks
- Ability to add Interactive videos
- Ability to annotate slides/activities during a lesson
- Ability to Toggle between “live” and “student-paced” modes during a lesson
  - Ability to limit the number of slides that students can access in “student-paced” mode. - *\*Yes, but not per lesson, available at lesson level only.*
- Ability to add a co-teacher to a lesson
- Ability to see student responses in real time
- Ability to share student responses while hiding student names
- Ability to create Substitute Plans that can be shared outside of the district if necessary
- Access to post-session reports that allow teachers to see student responses and data as well as provide feedback to students

- Comprehensive library of pre-made lessons and activities that is searchable by topic, domain, and standard

✓ Criteria Met.

### **Account Types & Abilities**

- District Administrator
  - District-Wide User Management
  - District-Wide Usage Reports (including graphs, statistics, and post-session reports)
  - Ability to create and manage shared district libraries
- School Administrator
  - School-Based User Management
  - School-Based Usage Reports (including graphs, statistics, and post-session reports)
  - Ability to create and manage shared school libraries
- Teacher Accounts
  - Ability to prevent students from launching or facilitating an activity without a teacher present
  - Ability to add a co-teacher to a lesson
  - Ability to see student responses in real time
- Student Account
  - Ability to change devices in the middle of a lesson and pick back up where they left off.
  - Ability to create their own lessons or activities to share with classmates
  - Ability to see past assignments and track work

✓ Criteria Met.

### **Technical Requirements & Support**

- Seamless integration into Google Meet and Google Classroom  
Nearpod integrates with Google Classroom, but does not integrate with Google Meet at this time.
- Google Chrome Extension  
Nearpod has its own extension that allows users to integrate their Google docs (slides) into Nearpod lessons.
- Single-sign on compatible with Google  
Yes, Nearpod is SSO compatible with a user's Google account.
- Ability to access via mobile devices (tablets and smartphones)  
Yes, Nearpod can be used on any internet connected mobile device, tablet, or smartphone.
- Dedicated technical support specialist  
Yes, we have a dedicated support team available for all your technical, account, and activations/licensing needs.

### **Professional Learning and System Roll-Out**

- Professional learning for district technology integration staff, department supervisors, and school-based trainers in the form of “train the trainer” training to be completed by July 31, 2022.
- Professional learning specifically designed for the Supervisor of Technology for Teaching and Learning and a member of the Computer Technology Center to ensure all back end work is complete prior to roll-out to staff in August.
- System must be up and running for teachers to use no later than August 15, 2022. Appropriate support must be provided to ensure roll-out occurs on schedule.
- Dedicated customer support specialist to ensure appropriate roll-out

### **D. Agreement Period**

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be July 1, 2022 – June 30, 2025. There will be an option to extend the contract by a year up to two additional times.

### **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. Proposers must sign the items and any forms included in Attachment A. (Contract Compliance Packet).
3. All questions and communications 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 6, 2022**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person 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 10, 2022, 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 City of Waterbury Department of Education Academic Office.

## **H. Conditions**

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the 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 **90** 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 persons 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 satisfactorily meet 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 explanation 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.

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 original (clearly identified as such) and **(1)** 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 May 18, 2022**.

Mr. Kevin McCaffery  
Director of Purchasing  
City of Waterbury  
235 Grand Street  
Room 103  
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. Proposers shall also, as indicated in Attachment C, 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?

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 of the nature 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.

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. 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 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.
- 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. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and 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).

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 making a selection. 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**

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**

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 June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

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

For municipal public works contracts, the contractor must file a written or electronic nondiscrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at [http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806).

#### **N. State DAS Requirements for Construction Projects**

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.

## Additional Data

Descriptions of specific value-added services that may be purchased as optional a la carte add-ons. 1 year pricing shared on cost schedule:

### Optional Nearpod Collections & Companion Platform:

To further activate curriculum initiatives, boost implementation for all educators, and help districts save by consolidating, Nearpod offers additional supplemental content program packages available with district licenses to support the whole learner.

#### Including:

**Flocabulary Plus by Nearpod:** A companion platform that provides students with Tier 2 and Tier 3 vocabulary exposures. Teachers increase vocabulary exposures with 650+ K-12 standards-aligned hip-hop videos and supporting activities with varying levels of complexity to support deep understanding and mastery of terms. Platform can be used as a complete stand alone, and has product integration with the Nearpod platform.

**Nearpod Math Program (K-8) Nearpod Math:** powered by Nearpod's Premium Plus, is a K-8 supplemental curricular resource. Nearpod Math fills the existing gap between supplemental content, instructional resources, and tools organized all in one platform. 5,000+ new standards aligned lessons, videos, and practice activities, exclusive virtual manipulatives and more.

**Nearpod 21st Century Program (K-12):** A comprehensive K-12 program comprising Social Emotional Learning, Digital Citizenship & Literacy, and College & Career Exploration content to prepare every student for success in and out of the classroom in our connected world. This curated content helps any educator teach 21st Century skills in a holistic and manageable way no matter their subject expertise to satisfy multiple state and district requirements for supporting the whole child.

- **K-12 Social and Emotional Learning:** Nearpod for Social & Emotional learning is a K- 12 collection of 225+ lessons for whole-child development of skills students need for life in and beyond school. Built from CASEL's core competencies, lessons help build positive, safe, and empowering school climates and learning environments with lessons that facilitate student development of SEL competencies. SEL lessons were built in partnership with Common Sense

Education and Calm. This supplemental curriculum covers lifelong learning strategies for goal setting and time management and growth mindset lessons are available for persisting, thinking flexibly, and more.

- ***Nearpod's Digital Citizenship & Literacy:*** is a K-12 solution featuring over 250 lessons to support instruction in computer science including digital citizenship, coding & computational thinking, applications of technology, and media literacy. We believe technology education is most effective when it is taught in the context of problems that students care about, enjoy, and can relate to. This cross-curricular approach not only ensures students develop the technical skills needed to open STEM opportunities but also helps students identify their passions and become civically engaged. Lessons meet standards for Common Core ELA, CASEL, AASL, and ISTE as well as state-level digital citizenship and literacy/coding & computational thinking standards. Lessons are modeled from Gradual Release of Responsibility and Guided Inquiry instructional frameworks. The Collection features:
  - Industry-leading content partners: Common Sense Education, Typesy, and Code Monkey.
  - Coding languages covered: HTML, CSS, JavaScript, Codemonkey beginner's language (Coffeescript)
  - Computational thinking skills: decomposition, pattern recognition, abstraction, developing models, algorithmic design, troubleshooting and more
  - Other technology skills: UX design, image editing, machine learning, analyzing data, computer basics, file management, slide design, 3D printing, and more.
- ***K-12 College & Career Exploration:*** Nearpod for College and Career Exploration learning is a K- 12 supplemental curriculum designed to increase access and exposure to college and career opportunities. CCE offers 180+ lessons that help students make informed decisions about their futures and develop decision-making skills. This collection meets both state and national career pathway requirements for college and career readiness. Students will be fully immersed in virtual field trips, allowing them to explore different career paths as well as college environments using innovative technology. Lessons are designed to instill positive learning habits and create a culture of success while encouraging independent exploration. College preparation skills will help students prepare for campus life, SAT/ACT testing, understanding student loans, and financial literacy.



**Nearpod For English Learners Program (K-12):** A K-12 program for scaffolded access to rigorous, grade-level, learning experiences and language instruction, featuring resources from trusted educational partners. Featuring language scaffolds and supports embedded into 4,000+ interactive lessons, videos, and activities, Enhanced navigation, and content organization; real time insights from 20+ formative assessment features to intervene in the moment.

**Nearpod Learning Labs:** 60+ Curated professional development workshops built in partnership with top thought-leaders in education and delivered through Nearpod's signature platform. Workshops have a variety of topics, such as Balanced Literacy, Creating Equitable Classrooms, Cultural Influences, ELs and Vocabulary, Restorative Practices, Social and Emotional Learning, Teaching with Tech, and more.

**6-12 Historical Perspectives and Literacy:** This supplemental curriculum brings culturally relevant, media rich, inquiry based Social Studies experiences into the classroom with 260+ lessons built with resources from the Pulitzer Center and the Smithsonian Institute. HPL prepares students to evaluate rigorous informational and historical texts with explicit literacy instruction and understand diverse viewpoints.

#### **Value Add Content Integration**

About twenty Waterbury schools use an inquiry based math practice solution called Freckle that adapts to a student's ability and delivers insights to teachers. Nearpod has a content integration with this platform that equips teachers with ready-made lessons to do the whole group and individual instruction necessary after analyzing student performance data. This pairing will further enhance data driven instruction and engagement in math classrooms throughout the district. This content will be available to all educators in the standard Nearpod Premium Plus license.

### Search

- ☐ Lessons
 ☐ Activities
 ☐ Videos

### Standards

Select a Standard or State

### Subjects

- ☐ World Languages  
☐ English Language Arts  
☐ Math  
☐ Science  
☐ Social Studies  
☐ Technology and Computer Science  
☐ Other

### Grades

Nearpod Library

Showing results for "freckle" x

Math  
Freckle

Grade(s)  
4

Math  
Freckle

Grade(s)  
5

Math  
Freckle

Grade(s)  
4



Math  
Freckle

Grade(s)  
5

Math  
Freckle

Grade(s)  
4

Math  
Freckle

Grade(s)  
5



THE CITY OF WATERBURY RFP #7251  
Department of Education – Academic Office  
Slides-Based Interactive Teaching and Formative Assessment System

Submitted by:

Contact: Natali Barski-Meyman

Title: Corporate Counsel

Address: 1855 Griffin Road, A290,  
Dania Beach, FL 33004-2200

Phone: 305.677.5030 x 2268

Email: [Vendorforms@nearpod.com](mailto:Vendorforms@nearpod.com)

## **COST SCHEDULE**

Below you will find pricing for a Districtwide implementation for districts in the enrollment band of 12,000-19,999 students. For a 3 year partnership paid all upfront we've included special pricing for RFP7251 that follows a discount schedule starting at a generous 30% in year 1 and reduces to 20% for the final two years. If not paid upfront the initial discount schedule will reduce by 10% in each subsequent year if invoiced annually.

**Product Description:** Nearpod Premium Plus, including unlimited access to: Nearpod's lesson, video, and activity creation and delivery platform with 20+ formative assessment and media features; Nearpod Lesson Library with 15,000+ standards-aligned, interactive lessons, interactive videos, and activities featuring favorite educational brands. District features include larger class sizes, unlimited storage, School and District shared Libraries, Google Classroom integration, Student Accounts, Live Teacher Annotation, Co-Teaching, and more!

<b>Product</b>	<b>Implementation Year</b>	<b>Discounted Cost Per Student</b>
Nearpod Premium Plus	SY 2022-23 ▾	\$3.89
Nearpod Premium Plus	SY 2023-24 ▾	\$4.45
Nearpod Premium Plus	SY 2024-25 ▾	\$4.45
Nearpod Premium Plus	Optional Year ▾	\$5.00
Nearpod Premium Plus	Optional Year ▾	\$5.28

*Recommended Professional Services for 3 year contract*

<b>Product</b>	<b>Description</b>	<b>Total</b>
16 Online Trainings	Webinar: Up to 2-hour session with a Nearpod Trainer	\$7,200 (\$450 each)
2 Onsite Trainings	On-site trainer for up to 6-hours	\$5,000 (\$2,500 each)
<b>2022-2025 Proposed Grand Total</b>		<b>\$230,220</b>

<i>Optional Product Add-Ons Referenced in Additional Data (30% Discount Applied)</i>		
<b><i>Product</i></b>	<b><i>Description</i></b>	<b><i>Discounted Cost Per Student</i></b>
<i>Flocabulary Plus by Nearpod</i>	A K-12 standards aligned vocabulary and comprehension program that leverages hip-hop	\$2.27
<i>Nearpod English Learner</i>	A K-12 solution for scaffolded access to rigorous, grade-level, learning experiences and language instruction	\$1.39
<i>Nearpod Historical Perspectives &amp; Literacy</i>	A 6-12 solution for culturally relevant, inquiry-based Social Studies experiences, featuring resources from the Pulitzer Center and the Smithsonian Institute	\$0.94
<i>21st Century Program</i>	<i>A K-12 solution to embed social emotional learning, digital citizenship, and college &amp; career readiness content into everyday instruction</i>	\$1.49
<i>Nearpod Math</i>	<i>A K-8 supplemental curricular resource with lessons and virtual manipulatives</i>	\$6.23
<i>Nearpod Learning Labs</i>	A professional development solution for experiential, expert-derived PD, featuring resources from trusted PD providers including the New Teacher Center and ISTE	\$0.19



City of Waterbury

## Waterbury Partnership w/ Nearpod

District vs School Spend



### Nearpod is poised to further support the City of Waterbury in:

- Providing **EXCLUSIVE PRICING** that saves the city even more on a district license
- Offering thousands of ready-to-teach, editable, standards-aligned lessons, activities, and videos
- Seamlessly integrating with Google Classroom and G-Suite
- Providing Waterbury with a dedicated Customer Success Manager to align your Nearpod implementation to district goals and
- Offering customized training based on district needs



## City of Waterbury District-wide Pricing

List Price Year 1				Updated Discount Offer		
Product	Students	Nearpod List Price	List Price per Student	% Discount*	Discount Price	Per Student
Nearpod Premium Plus	19,000	\$105,640.00	\$5.56	37.05%	\$66,500.00	\$3.50
Flocabulary Plus	19,000	\$61,560.00	\$3.24	33.64%	\$40,850.00	\$2.15
Learning Labs	19,000	\$25,650.00	\$1.35	85.93%	\$3,610.00	\$0.19
EL	19,000	\$37,620.00	\$1.98	36.87%	\$23,750.00	\$1.25
HPL	19,000	\$25,650.00	\$1.35	30.37%	\$17,860.00	\$0.94
PD	-	\$7,200.00	\$0.38	50.00%	\$3,600.00	\$0.19
<b>TOTAL</b>					<b>\$156,170.00</b>	
<b>TOTAL PLUS PD</b>					<b>\$159,770.00</b>	

3 Year Not Paid Up Front				Your Price		
Product	Students	Nearpod List Price	List Price per Student	% Discount*	Discount Price	Per Student
Year 1	19,000	\$263,320.00	\$13.86	40.69%	\$156,170.00	\$8.22
Year 2	19,000	\$273,980.00	\$14.42	39.12%	\$166,810.00	\$8.78
Year 3	19,000	\$284,620.00	\$14.98	37.65%	\$177,460.00	\$9.34
Optional Year	19,000	\$295,260.00	\$15.54	36.29%	\$188,100.00	\$9.90
Optional Year	19,000	\$305,900.00	\$16.10	35.03%	\$198,740.00	\$10.46
<b>TOTAL</b>					<b>\$500,440.00</b>	
<b>TOTAL PLUS PD</b>					<b>\$504,040.00</b>	

3 Year Paid Up Front				Your Price		
Product	Students	Nearpod List Price	List Price per Student per year	% Discount*	Discount Price	3 Year Per Student Total
3 years up front (Lock In Year 1)	19,000	\$789,960.00	\$13.86	40.69%	\$468,510.00	\$24.66
<b>SUBTOTAL</b>					<b>\$468,510.00</b>	
<b>Additional Discount</b>					<b>-\$18,000.00</b>	
<b>Final Total</b>					<b>\$450,510.00</b>	
<b>TOTAL PLUS PD</b>				<b>Updated Offer</b>	<b>\$454,110.00</b>	

Optional Year	19,000	39.12%	\$166,820.00	\$8.78
Optional Year	19,000	37.65%	\$177,460.00	\$9.34

*Jose Carrera*



<b>TITLE</b>	URGENT: Revised Pricing for Waterbury
<b>FILE NAME</b>	Updated Waterbury Pricing Options.pdf
<b>DOCUMENT ID</b>	18eb27aae34d8f0786c3921797308a8edd9b498a
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Signed

## Document History



SENT

**06 / 02 / 2022**  
11:29:59 UTC-4

Sent for signature to Jose Carrera (pep.carrera@nearpod.com)  
from natalib@nearpod.com  
IP: 23.120.203.225



VIEWED

**06 / 02 / 2022**  
12:27:44 UTC-4

Viewed by Jose Carrera (pep.carrera@nearpod.com)  
IP: 23.82.142.199



SIGNED

**06 / 02 / 2022**  
12:28:34 UTC-4

Signed by Jose Carrera (pep.carrera@nearpod.com)  
IP: 23.82.142.199



COMPLETED

**06 / 02 / 2022**  
12:28:34 UTC-4

The document has been completed.

**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)

**B. Purchase Order(s).****No Purchase Order(s) with the City**☐

North End Middle School   Nearpod
North End Middle School   Nearpod

(Service or Commodity Covered by Purchase Order)

11//12/2021
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(Date of Purchase Order)

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North End Middle School   Flocabulary
North End Middle School   Flocabulary

(Service or Commodity Covered by Purchase Order)

99/15/2021
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(Date of Purchase Order)

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Michael Wallace Middle School   Flocabulary
Michael Wallace Middle School   Flocabulary

(Service or Commodity Covered by Purchase Order)

8/16/2021
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(Date of Purchase Order)

## 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

☐

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.

Nearpod Inc.

(Name of Company, if applicable)

*Jose Carrera*

Signature of Individual (or Authorized Signatory)

5/13/2022

Date

Jose Carrera | Chief Executive Officer

Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☐

**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:

Nearpod Inc  
1855 Griffin Road, A290,  
Dania Beach, FL 33004-2200

Print Name and Title of Authorized Representative:

Jose Carrera | Chief Executive Officer

Signature of Authorized Representative:

Jose Carrera

Date: 5/13/2022

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 Florida

SS.: \_\_\_\_\_

County of BROWARD

Jose Carrera

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** \_\_\_\_\_ of Nearpod 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):

N/A 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. 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	Jose Carrera	C.E.O			
2	Severine Vieux	C.F.O.			
3	Andrew Parker	C.T.O			
4			Renaissance Learnin , nc.		

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			Wallace Middle School	Flocabulary Site License	
2			North End Middle School	Nearpod Premium Plus	
3			North End Middle School	Flocabulary Site License	
4			Wallace Middle School	Flocabulary Site License	

(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			n/a
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. Use additional sheet if necessary (Must be on company letterhead and notarized):

	<b>Name</b>	<b>Title</b>	<b>DOB</b>	<b>Stock %</b>
1	Jose Carrera	C.E.O.		
2	Severine ieux	C.F.O.		
3	Andre Parker	C. .O.		
4	Renaissance Learning, Inc.			

(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):

	<b>Name</b>	<b>Title</b>	<b>Affiliated Company (if none state NONE)</b>	<b>Address</b>	<b>DOB</b>
1			n/a		
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:

	<b>TRADE NAME</b>	<b>PLACE OF INCORPORATION/REGISTRY</b>	<b>PRINCIPAL PLACE OF BUSINESS</b>
1		n/a	
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

n/a

Name of Partnership/Business

By:

Name of General Partner/ Sole Proprietor

Address of Business

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

State of FLORIDA )

) SS

County of POLK )

Jose Carrera being duly sworn,

Deposes and says that he/she is C.E.O. of Nearpod 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 13 day of May 2022

*Laika Sanchez*

(Notary Public)

My Commission Expires: September 14, 2024

**For Corporation**

*Jose Carrera*

Witness

Jose Carrera

Name of Corporate Signatory  
1855 Griffin Road, A290,  
Dania Beach, FL 33004-2200  
Address of Business



Affix  
Corporate  
Seal

By: Jose Carrera  
Name of Authorized Corporate Officer

Its: Chief Executive Officer  
Title

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

State of FLORIDA )

) SS

County of POLK )

Jose Carrera being duly sworn,

deposes and says that he/she is Chief Executive Officer of Nearpod 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 13 day of May, 2022.

Laika Sanchez  
(Notary Public)

My Commission Expires: September 14, 2024



Jose Carrera

Jose Carrera C.E.O.  
05/13/2022

**NEARPOD INC.**

**CERTIFICATE OF INCUMBENCY**

I, Daniel R. Zimmermann, hereby certify that I am the duly qualified and acting Legal Counsel of Nearpod Inc, a Delaware corporation (the "***Corporation***"), and that as such I am authorized to execute this certificate on behalf of the Corporation, and I hereby certify as follows as of June 17, 2020:

1. The following named persons are officers of the Corporation and on the date of this Certificate are duly elected, qualified and acting as such and hold the respective offices below set forth opposite their names:

<u>Name</u>	<u>Title</u>
Jose Carrera	Chief Executive Officer
Severine Vieux	Chief Financial Officer

2. Mr. Carrera and Ms. Vieux are empowered to bind the Corporation, sign legal documents, and represent the Corporation in all matters.

**IN WITNESS WHEREOF**, I, Daniel R. Zimmermann, have hereunto set my hand as of the date first set forth above.

*Daniel Zimmermann*  
\_\_\_\_\_  
Daniel R. Zimmermann  
Corporation Attorney

## **ATTACHMENT B**

## 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 6, 2022 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.

46-0993679  
Social Security Number  
or Federal Identification Number

Jose Carrera  
Signature of Individual or Corporate Name  
Jose Carrera  
Corporate Officer  
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name Natali Barski-Meyman,  
By: Corporate Counsel  
(Title)  
Business Address: 1855 Griffin Road, A290, Dania Beach, FL 33004-2200  
(City, State, Zip Code)  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: 305.677.5030  
Email: vendorforms@nearpod.com  
Date: 5/13/2022

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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2022

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).

<b>PRODUCER</b> Alternative Risk Resources, LLC 394 Williamstowne, Suite 101 Delafield WI 53018	<b>CONTACT NAME:</b> Shelly Doolittle <b>PHONE (A/C, No, Ext):</b> 262-754-9100 <b>FAX (A/C, No):</b> 262-754-9114 <b>E-MAIL ADDRESS:</b> sdoolittle@altriskresources.com														
<b>INSURED</b> Nearpod Inc Flocabulary Inc 1855 Griffin Road #A290 Dania FL 33004	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Zurich-American Ins. Co.</td> <td>16535</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich-American Ins. Co.	16535	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Zurich-American Ins. Co.	16535														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES**
**CERTIFICATE NUMBER:** 1266653987

**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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO9809265	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP9809266	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	AUC 8624516	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 16,000,000 AGGREGATE \$ 16,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC9809264	3/1/2022	3/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property			CPP4612917	1/1/2022	1/1/2023	Blanket BI/EE 75,143,000 Included

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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.

**CERTIFICATE HOLDER**
**CANCELLATION**

The City Waterbury and its Board of Education  
 235 Grand Street  
 Waterbury CT 06702

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

*Shelly A Doolittle*

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**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/13/2022

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 any rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> <b>USI Insurance Services, LLC</b> <b>8000 Norman Center Dr Ste 400</b> <b>Bloomington, MN 55437</b> <b>612 509-1001</b>	<b>CONTACT NAME:</b> Dawn Lunde	
	<b>PHONE (A/C, No, Ext):</b> 612 509-4220	<b>FAX (A/C, No):</b> 610-537-1954
<b>E-MAIL ADDRESS:</b> dawn.lunde@usi.com		
<b>INSURED</b> <b>Nearpod</b> <b>1855 Griffin Road, A290</b> <b>Dania Beach, FL 33004-2200</b>	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A : Syndicate 2623/623 at Lloyd's</b>	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Tech E&amp;O/ Network Security</b>			W24550210401	08/31/2021	08/31/2022	10,000,000 Ea Occ 10,000,000 Aggregate Retention: 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> <b>The City Waterbury</b> <b>and its Board of Education</b> <b>235 Grand Street</b> <b>Waterbury, CT 06702</b>	<b>CANCELLATION</b> 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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## **CORPORATE RESOLUTION**

I, Neal Dittersdorf, hereby certify that I am the duly elected and acting Secretary of Nearpod Inc., a corporation organized and existing under the laws of the State of Delaware, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted via Unanimous Consent in Lieu of Special Meeting of the Board of Directors dated March 12, 2021.

“It hereby has been resolved that Jose Carrera and/or Severine Vieux are 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 Nearpod corporation this 1st day of July, 2022.

  
Secretary



**TO BE ADDED #3A**

**Dr. Michelle E. Eckler**

*Supervisor of Technology  
for Teaching and Learning*

(203) 574-8348

[meckler@waterbury.k12.ct.us](mailto:meckler@waterbury.k12.ct.us)

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**TO:** Honorable Members of the Board of Education and Board of Aldermen  
**FROM:** Dr. Michelle E. Eckler, Supervisor of Technology for Teaching and Learning *UMEE*  
**DATE:** June 26, 2022  
**RE:** Request for Approval of Multi-Year Contract with *Rubicon West (Atlas)*

## **EXECUTIVE SUMMARY**

The Department of Technology for Teaching and Learning of the Waterbury Public Schools respectfully requests your approval to enter into a contract with *Rubicon West (Atlas)* for the purposes of purchasing licensing for an online curriculum and lesson planning warehouse in the aggregate amount of \$155,940.

This agreement was initiated under the Request for Proposal Process (RFP#7233). There were three (3) proposals for this project, with *Rubicon West (Atlas)* being the provider chosen unanimously by the committee for its comprehensive and user-friendly platform, its customizable features, its comprehensive professional learning, and its responsive customer service and support. The committee was impressed by the program presented by *Rubicon West*.

*Rubicon West* will provide certified staff access to curriculum warehouse software based upon enrollment of 19,000 students for three years as well as their premium support plan. Included in the first year of the contract are 12 virtual professional learning sessions and three onsite professional learning sessions.

The term of the contract is three years (3) with an option to extend up to two (2) additional years. This project is being funded through ESSER ARP and will be paid for yearly.

Attached for your review and consideration is the proposed contract, an affidavit of Disclosure and Certification, and a tax clearance form for *Rubicon West (Atlas)*. Secor, Cassidy, & McPartland, P.C. was involved in all aspects of the development and negotiation of this contract.

# PROFESSIONAL SERVICES AGREEMENT

RFP No. 7233

For

Online Curriculum and Lesson Planning Warehouse

between

The City of Waterbury, Connecticut

and

Rubicon West, LLC

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and RUBICON WEST, LLC, located at 121 SW Salmon Street, Suite 1200, Portland, Oregon, an entity wholly owned by ManageBac Inc., incorporated in the State of Delaware (the "Contractor").

**WHEREAS**, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

**WHEREAS**, the Contractor submitted a proposal to the City responding to RFP No. 7233 for Online Curriculum and Lesson Planning Warehouse for Waterbury Public Schools grades Pre-K through 12, including all related materials, resources, training, and technical support; and

**WHEREAS**, the City selected the Contractor to perform services regarding RFP No. 7233; and

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

## **NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

**1.** Scope of Services. The 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 (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall make such revisions

or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

- 1.1.** The Project consists of and the Contractor shall provide a customizable and comprehensive online curriculum and lesson planning warehouse for Waterbury Public Schools grades Pre-K through 12, as detailed and described in the Bid Documents in **Attachment A** and which are hereby made material provisions of this Contract. The services provided by Contractor shall include the following:
1. Curriculum Mapping, including: customizable unit planning templates and curriculum mapping, the ability to view curriculum both in map and calendar views, system-based search engine that allows users to search for specific information (i.e., lessons, standards, topics, etc., standards alignment including the integration of all major standards, ability to run reports to look for gaps and repeat standards, alignment, scope and sequence, and vertical/horizontal alignment, customizable scope and sequence documentation, ability to create notes and provide feedback during the curriculum development and writing process, ability to include notes on the documents throughout the school year, ability to store all data and resources in one place including but not limited to pdf files, Microsoft files, all Google files, etc., ability to collaborate in the creation of curriculum maps in real time, and ability to print any and all documents as needed in a high-quality well-formatted pdf.
  2. Lesson Planning, including: customizable lesson planning templates at various levels including district, building, and teacher, ability for teachers to collaborate on the creation of lessons from the curriculum documentation, ability for differing levels of access to provide feedback on lesson plans.
  3. User Interface, including: landing page personalization for all tiers of access, ability to create custom user groups within the system, ability to view unit calendars for multiple courses, curricular, and grade level at once in a streamlined interface, ability to create a forward facing document for parents and families that limits what access they have but allows the district to share pertinent information, ability to students to view assignments.
  4. Technical Requirements: Multiple tiers of customizable access including but not limited to district level, curriculum team, school level, and teacher level access, direct connection to Google Classroom and G-Suite, Google single sign-on.
  5. Customer Care and Ongoing Support: Dedicated account manager, high quality technical support through phone, online chat, and email, on-going professional learning as described in the Timeline for Implementation, on-demand professional learning opportunities.

as further 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 The City's solicitation documents, RFP No. 7233 (attached hereto)
- 1.1.2 Contractor's Revised Quotation dated June 7, 2022 (attached hereto)
- 1.1.3 Contractor's Response to RFP No. 7233 dated April 26, 2022 (attached hereto)
- 1.1.4 Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference
- 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
- 1.1.8 Required Contract Provisions ARPA Funded Projects

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 This Contract document.
- 1.2.2 Contractor's Revised Quotation dated June 7, 2022 (attached hereto)
- 1.2.3 Contractor's Response to RFP No. 7233 dated April 26, 2022 (attached hereto)
- 1.2.4 The City's solicitation documents, RFP No. 7233.
- 1.2.5 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

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, if applicable, 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.

**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 condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of 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, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything

to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

**3.5. Standard of Performance.** All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the 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 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 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** 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 Contractor 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 Contractor shall deliver periodic, written reports as requested by 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, (iii) 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 (iv) any and all additional useful and/or relevant information. Each report shall be signed by a Corporate Officer.

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 remedy(ies) 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.** The term of this Contract shall be for an initial period of one (1) year commencing upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, upon completion of the contracted services and work, unless sooner terminated as provided by this agreement. The City shall have the right to extend the term of this contract for two separate 1-year periods, on the same terms and conditions as this contract, by giving written notice of its election to exercise each extension at least 30 days prior to the expiration of the base term of the contract. ("Contract Time").

**5.1.** Time is and shall be of the essence for all Project milestones, 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.

**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 Sixty-Three Thousand Nine Hundred Eighty dollars (\$63,980.00) for the initial one (1) year term. Thereafter, should the City extend for years two (2) and three (3), the annual cost of services shall not exceed Forty-Five Thousand Nine Hundred Eighty dollars (\$45,980.00) per year. The total expenditures over a three year contract life shall not exceed One Hundred Fifty-Five Thousand Nine Hundred Forty dollars (\$155,940.00).

The compensation shall be paid in conformity with the Contractor's Cost Schedule dated June 7, 2022, which is set forth in Attachment A of this Contract. Said Proposal is hereby made part of Section 6 of this Agreement as if fully set forth herein.

**6.1. 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.

**6.1.1** 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 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. 7233 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.

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**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.

**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 reasonable 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; **(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

**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 the City's 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 so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

**9.2.** At no additional cost to the City, the 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** 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 Auto Liability Insurance: \$1,000,000.00** combined single limit each Accident, Any Auto, All Owned and Hired Autos

**9.4.3 Professional Liability Insurance: \$1,000,000.00** each wrongful act.  
**\$1,000,000.00** aggregate limit  
Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

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 date of this contract. If the policy is replaced and/or the retroactive date changes, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

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

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

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

**9.4.5 Abuse/Molestation Liability Insurance: \$1,000,000.00** each Occurrence,  
**\$1,000,000.00** Aggregate

**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 Liability shall be

endorsed to add the City and its Board of Educations 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 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 the Waterbury Board of Education are listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Builders Risk and Professional Liability as their interests may appear"**. 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 Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

**10.1. Permits, Laws, and Regulations.** Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. 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 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** The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made 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 rates apply to all ARRA funded contracts regardless of the contract's dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

**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 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 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.

**12. Intentional left blank.**

**13. Termination.**

**13.1. Termination of Contract for Cause.** If, 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 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

**13.1.1** In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall 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 upon not less than thirty (30) calendar days prior written notice 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. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

**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 fourteen (14) 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. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

#### **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., this shall not include the use of third party licenses, provide 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. this shall not include the use of third party licenses, (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 and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

**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:

**15.1.** Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

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

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

**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 which approval shall not be unreasonably withheld. 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.

**16.1.** 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 as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly 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, 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, 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 change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

**26. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **RFP No. 7233** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7233**.

**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 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 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: Rubicon West, LLC  
121 SW Salmon Street, Suite 1200  
Portland, OR 97204

City: City of Waterbury  
Department of Education  
c/o Chief Operating Officer  
235 Grand Street, 1<sup>st</sup> Floor  
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 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

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

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

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

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

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

**32.5.** Upon a showing that a subcontractor made a kickback to the City, a prime 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 owed 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 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 "The City of Waterbury Code of Ordinances *Revised 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.

**(signature page follows)**

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

**WITNESSES:**

**CITY OF WATERBURY**

Sign:\_\_\_\_\_

By:\_\_\_\_\_

Print name:

Neil M. O'Leary, Mayor

Sign:\_\_\_\_\_

Date:\_\_\_\_\_

Print name:

**WITNESSES:**

**RUBICON WEST, LLC**

Sign:\_\_\_\_\_

By:\_\_\_\_\_

Print name:

Its:\_\_\_\_\_

Sign:\_\_\_\_\_

Date:\_\_\_\_\_

Print name:

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## ATTACHMENT A

1. The City's solicitation documents, RFP No. 7233 (attached hereto)
2. Contractor's Revised Quotation dated June 7, 2022 (attached hereto)
3. Contractor's Response to RFP No. 7233 dated April 26, 2022 (attached hereto)
4. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
5. Certificates of Insurance, incorporated by reference
6. All applicable Federal, State and local statutes, regulations, charter and ordinances. (Incorporated by reference)
7. All Required Licenses See attached Document
8. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached

### **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS**

dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other

parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.
- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.

- 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
- 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
  - 1.15.2 Contractor acknowledges that Executive Order 13166, “Improving Access to Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury’s directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor’s programs, services, and activities.
  - 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
  - 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor’s successors, transferees, and assigns for the period in which such assistance is provided.
- 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
- 1.17 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

- 1.18 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: “This project is supported, in whole or in part, by federal award number \_\_\_\_\_ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20 The Contractor shall protect all Whistleblowers as follows:
- a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
  - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
  - c) The list of persons and entities referenced in the paragraph above includes the following:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Treasury employee responsible for contract or grant oversight or management;
    - v. An authorized official of the Department of Justice or other law enforcement agency;
    - vi. A court or grand jury; or
    - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

## **REQUEST FOR PROPOSAL BY**

### **THE CITY OF WATERBURY RFP #7233**

#### **Department of Education – Academic Office**

#### **Online Curriculum and Lesson Planning Warehouse (PK-12)**

The City of Waterbury, Department of Education, is seeking a multi-year contract for an online curriculum and lesson planning warehouse for grades Pre-K through 12.

This Contract pertains to a project funded in whole or in part, under the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) and/or under the Elementary and Secondary School Emergency Relief Supplemental Appropriations Act of 2021 signed into law December 27, 2020 (ESSER II Fund) and/or American Rescue Plan Elementary and Secondary School Emergency Relief Fund signed into law March 11, 2021. Contractor is required to comply with all applicable Federal statutes, executive orders, regulations, rules and interpretive guidance issued by the U.S. Treasury Department, U.S. Office of Management and Budget or any other Federal agency. This Contract is subject to 2 C.F.R. Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury's implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension. A listing of Federal Requirements and Representations that Contractor must comply with are set forth in Attachment A to the Contract that is part of the RFP #7233 package.

#### **A. Background and Intent**

The Waterbury Public Schools is a large urban school district that services more than 18,000 students in grades PreK-12. As such, the curriculum development process in the district is wide-spread. In an effort to streamline our processes and provide clarity for our staff, it is our intent to enter into a contract with a company who can provide us with a customizable and comprehensive online curriculum and lesson planning warehouse.

#### **B. Qualifications**

Eligible proposers will be those consultants, businesses, and institutions that have 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; must be able to provide proof of a contract and successful implementation with a similarly sized school district in the United States.
2. Experience in providing large-scale professional learning for staff via remote systems (such as Zoom or Google Meet) as well as on-going professional learning for staff.

3. Knowledge of Federal and State laws and regulations governing the services outlined in the scope of services.
4. Must have signed, or be able to sign the Connecticut Student Data Privacy Pledge prior to implementation in the district.

### **C. Scope of Services**

Proposals will need to include a three-year contract for the online curriculum warehouse and lesson planning system that includes the following:

#### **A. Curriculum Mapping**

1. Customizable unit planning templates and curriculum mapping.
2. The ability to view curriculum both in map and calendar views.
3. System-based search engine that allows users to search for specific information (i.e., lessons, standards, topics, etc).
4. Standards alignment including the integration of all major standards.
5. Ability to run reports to look for gaps and repeat standards, alignment, scope and sequence, and vertical/horizontal alignment.
6. Customizable scope and sequence documentation.
7. Ability to create notes and provide feedback during the curriculum development and writing process.
8. Ability to include notes on the documents throughout the school year.
9. Ability to store all data and resources in one place including but not limited to pdf files, Microsoft files, all Google files, etc.
10. Ability to collaborate in the creation of curriculum maps in real time.
11. Ability to print any and all documents as needed in a high-quality well-formatted pdf.

#### **B. Lesson Planning**

1. Customizable lesson planning templates at various levels including district, building, and teacher.
2. Ability for teachers to collaborate on the creation of lessons from the curriculum documentation.
3. Ability for differing levels of access to provide feedback on lesson plans.

#### **C. User Interface**

1. Landing page personalization for all tiers of access.
2. Ability to create custom user groups within the system.
3. Ability to view unit calendars for multiple courses, curricular, and grade level at once in a streamlined interface.
4. Ability to create a forward facing document for parents and families that limits what access they have but allows the district to share pertinent information.
5. Ability to students to view assignments.

#### **D. Technical Requirements**

1. Multiple tiers of customizable access including but not limited to district level, curriculum team, school level, and teacher level access.
2. Direct connection to Google Classroom and G-Suite.



3. Google single sign-on.
- E. Customer Care and Ongoing Support
  1. Dedicated account manager.
  2. High Quality Technical support through phone, online chat, and email.
  3. On-going professional learning as described in the Timeline for Implementation.
  4. On-demand professional learning opportunities.
- F. Timeline of Implementation and Professional Learning
  1. Full system set-up required within 15 days of contract signature.
  2. Training for Content Supervisors, Computer Technology Center staff, and select curriculum writers to be completed by September 30, 2022.
  3. Full training for curriculum writers to take place at mutually agreed upon dates during the 2022-2023 school year.
  4. Initial training for building administrators in Spring of 2023.
  5. Initial training for all teachers in Fall of 2023.
  6. Initial training for New Teachers in Summer 2024 and Summer 2025
  7. Yearly follow up training to take place in Fall of 2024 and 2025.

#### **D. Agreement Period**

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be July 1, 2022 – June 30, 2025.

#### **E. 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. N/A
3. Proposers must sign items and any forms included in Attachment "A".
  - a. (Contract Compliance Packet)
4. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury Procurement website and **must be received by 2:00PM on April 18, 2022**. Prospective proposers must limit their contact regarding this RFP to Mr. McCaffery or such other person otherwise designated by Mr. McCaffery. 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 Procurement website **by 2:00PM, April 21, 2022**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call Mr. McCaffery at (203) 574-6748.

## **F. Management**

Any contract or purchase order resulting from this RFP will be managed by the City of Waterbury Department of Education Academic Office.

## **G. Conditions**

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the 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 90 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 persons 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 satisfactorily meet 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 G.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 explanation 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.
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.

#### **H. Proposal Requirements & Required Format**

One original (clearly identified as such) and one paper copy 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 11:00AM, April 28, 2022.**

**Mr. Kevin McCaffery  
Director of Purchasing  
City of Waterbury  
235 Grand Street, Room 103  
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. Proposers shall also, as indicated in Attachment C, 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?
- 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 of the nature 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.

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. 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 H.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 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.
  - 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.

## **I. Evaluation of Proposals; Selection Process**

### **1. Evaluation Criteria**

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and 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 H.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
- 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 making a selection. 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.

#### **J. 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.

#### **K. Federal, State and Local Employment Requirements**

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".

#### **L. State Set-Aside Requirements (Not Applicable)**

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 June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

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

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

[http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806).

MAUREEN McCAULEY  
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

**ADDENDUM #1**

**April 18, 2022**

**RFP 7233 Online Curriculum and Lesson Planning Warehouse (PK-12)**

**Please refer to the questions and answers below.**

**Question 1:** The RFP states that “The Waterbury Public Schools...services more than 18,000 students in grades PreK-12.” Can the district provide the number of teachers, staff & administrators who will be licensed under this contract?

**Answer:** We would need a quote for approximately 1650 teachers and 130 admin – though our changing and growing staff will require some flexibility in these quantities over the course of the contract.

**Question 2:** Section A. states that “the curriculum development process in the district is wide-spread”. What is the current process for curriculum development within the district?

**Answer:** We have a standardized curriculum template that we use across the district, but each department is in various states of completion and use depending on department and grade level.

**Question 3:** Has the district considered a platform feature (under C. Scope of Services) that integrates curriculum mapping and lesson planning in order to make connections between the curriculum and instructional practice?

**Answer:** We would be interested in a proposal of this nature.

**Question 4:** What is the district’s philosophy regarding change management? Will this project take shape from school to school or be top-down from the district?

**Answer:** Curriculum is managed at the district level. Teachers are involved in the development led by district supervisors. Schools will not have individuality when it comes to curriculum.

**Question 5:** What department within the district is leading this project?

**Answer:** The Academic Office.

**Question 6:** Some districts recommend lesson planning while others mandate it. Where does the district fall on this spectrum?

**Answer:** Lesson plan requirements are school-based.



**Question 7:** Having a centralized curriculum is often cited as a resource for new teachers to be successful. How important is this project to mitigate teacher turnover and help new teachers?

**Answer:** It is high on the list.

**Question 8:** Clarification on Section H.2.b. (Summary of Relevant Experience) - A listing of all projects that the proposer has completed within the last three (3) years must be provided. Can the district please provide clarification as this would amount to hundreds if not thousands of completed projects in our RFP response. Would a comprehensive short list of reference accounts suffice?

**Answer:** Yes.

**Question 9:** Clarification on Section H.2.c. (Personnel Listing). A complete listing of the staff identified in the work plan by job classification, along with their resumes. Would a summary profile of the staff identified in the work plan, including their related qualifications and experience, suffice?

**Answer:** Yes.

**Question 10:** Clarification: which of the Five (5) Attachment A Documents (refer to list below) are required as part of our RFP response, if any? And, which documents are required at a later date (upon contract execution)? For example, some of these documents have a watermark that says to be executed upon contract execution. • ANNUAL STATEMENT OF FINANCIAL INTEREST • DEBARMENT CERTIFICATION • CITY OF WATERBURY DISCLOSURE OF OUTSTANDING OBLIGATIONS • CORPORATE RESOLUTION • LLC RESOLUTION

**Answer:** Corporate and LLC Resolution are filled out on the day a contract is signed.

**Question 12:** Pertaining to the Five (5) Attachment A Documents: If the proposer has no outstanding obligations with the City of Waterbury is the “CITY OF WATERBURY DISCLOSURE OF OUTSTANDING OBLIGATIONS” document required? If yes, does it need to be notarized?

**Answer:** Yes and Yes.

**Question 12:** Can the district please provide a checklist of the documents that are required in the RFP response?

**Answer:** Please refer to the RFP.

**Thank you.**

**Maureen McCauley**

**Assistant Director of Purchasing – City of Waterbury**



**THE CITY OF WATERBURY  
RFP NO. 7233**

**Atlas Curriculum Management System**

**04/26/2022**



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**1. PROPOSER INFORMATION**

- a. Rubicon West, LLC ("Rubicon")
- b. 121 SW Salmon Street, Suite 1200  
Portland, OR 97204
- c. Organized in 2017
- d. Rubicon West is an LLC. It is wholly owned by ManageBac Inc., which is incorporated in the state of Delaware
- e. Prior to 2017, Rubicon West, LLC was known as Rubicon West, Inc, which was in business since 1989, and providing curriculum management solutions to schools and districts around the world since 2001.
- f. Principal members:
  - Bernard Merkel, VP, Americas  
503-223-7600  
bmerkel@onatlas.com
  - Gary Squires, Director, Atlas Sales  
503-223-7600  
gsquires@onatlas.com
  - Chris Guthrie, Director of Accounts, Americas  
503-223-7600  
cguthrie@onatlas.com

**Organizational Background**

Our work in educational technology began in 2001 when a school we were engaged with requested a solution for mapping and analyzing their curriculum. Unable to find a robust solution that met their needs, we built one for them. After extensive research into curriculum mapping and leveraging leading experts to understand the needs of the school, we designed and built the first Atlas Curriculum Management System. Following the success of our first partnership, we committed ourselves to supporting schools in the process of building, improving and analyzing their curriculum. Since 2001, we have brought on expert educators to support the development, implementation and management of our tool in public and private schools around the world. Some of the personnel from 2001 are still at the company and most of the senior leadership has been part of the company for over 8+ years.

Rubicon accepts all terms and conditions and requirements contained in The City of Waterbury RFP #7233.

## 2. EXPERIENCE, EXPERTISE AND CAPABILITIES

### a. PHILOSOPHY STATEMENT AND BUSINESS FOCUS

Faria Education Group (dba Rubicon West, LLC) is a world leader in curriculum-focused educational platforms. Our global team supports over 10,000 schools and three million students. Our primary goal has always been to develop and assist schools and districts in the implementation of educational technologies that facilitate curriculum management. The Rubicon team is headquartered in Portland, Oregon and has been partnering with schools and districts for over two decades.

Rubicon's business is built on four major pillars that we believe support our work with educational organizations around the world in designing, implementing, and sustaining curriculum management systems and processes. These cornerstones are:

- Process Leadership
- Technology Leadership
- Professional Development
- Long-Term Strategic Support

Rubicon does not contract out any dimension of our work including training, data analysis, and software development. We have assembled a highly professional team known for their expertise in education initiatives, technical capabilities, and outstanding client service.

We believe that students are a precious resource for our future. Atlas is designed to support the organization, communication, and dissemination of information to manage and share curriculum and assessment best practices within schools, districts, and educational organizations.

Curriculum development, mapping, and unit planning create a transformative process for schools that embrace it as a core element of school culture. It is Rubicon's intent to create a strong partnership with our partner schools and districts that will support a foundation for a process of curriculum development and continuous improvement.

Rubicon's Atlas Curriculum Management System is used in districts and schools of every size and demographic, from one-room schools across the world to large urban districts in the U.S. We support educational organizations, unique programs, and professional learning communities worldwide.

Rubicon West, LLC would provide the district with a customized Atlas system, along with the implementation, training, and professional development support necessary to meet the district's project requirements. Rubicon's Client Service Team brings to the project extensive experience in working with diverse projects and implementation requirements.

The Atlas system is designed to electronically encompass all aspects of the curriculum mapping, unit and lesson planning processes, and facilitate collaboration among

teachers across subjects and grades. Provided with the most current and enhanced curriculum data reporting tools and analytics, educators and administrators alike are empowered to advance and improve the learning experience of all students throughout your programs.

The Atlas system is a highly configurable curriculum development, unit and lesson planning platform providing the capability to adapt around key curriculum categories, standards, dropdowns, and other elements of curriculum design.

The Atlas system is custom designed to reflect:

- District organization
- Class and course structure
- School and program terminology
- Colors, logo and appearance

Faculty users can manage curriculum in either individual or collaborative courses. Users are given access to course curriculum materials through standardized administrative functions, and can only edit courses and curriculum in which they have been granted access.

The Atlas system supports multiple levels of course set up and management. Some representative samples of curriculum and course materials available in the Atlas system could include:

- District-level Master course maps and plans
- Best practice course maps
- Collaborative/consensus course maps and plans
- Administrative course maps and plans
- Individual teacher course maps and lesson plans

The Atlas system incorporates a robust set of reporting capabilities organized around several key functional areas. Our Development Team is continually working to extend and add to the types of reporting and ease of use of reporting tools in the Atlas system. Some of the key reporting areas in the Atlas system include:

- Unit Search by Topic or Concept
- Cross-referenced Standards Search by Concept or Skill
- Vertical Scope and Sequence reports to highlight gaps and redundancies
- Horizontal Scope and Sequence reports to identify opportunities for interdisciplinary integration
- Standards Analysis for alignment of courses and assessments

Many graphic capabilities have been added to the Atlas system's reporting functions. This includes a series of graphic tools to assist in better tracking 'taught/not taught' and

'assessed/not assessed' standards. These capabilities have made it much easier for teachers, faculty leaders, and administrators to track gaps and redundancies in the standards alignment process. Rubicon's Development and Client Services Team continually strive to improve both the diversity of available reporting, as well as the application of this reporting to a broad set of curriculum initiatives and processes.

Rubicon has a dedicated team committed to maintaining an extensive database of up-to-date standards from state, national, and international standards bodies. Our team works to ensure each Atlas system has the newest possible set of academic standards.

Atlas also allows for districts to create and manage their own local set of indicators, standards, and other learning criteria. This functionality encompasses the capacity for schools to unpack, or deconstruct, different standards into more specific proficiency-based skills.

The Atlas system comes with a separately customizable Public System that can serve as a curriculum portal for parents, students, and the broader community. This allows the district to share the most appropriate aspects of curriculum maps and other resources with the broader outside community. These public portals can be developed and customized based on the district's schedule and can be co-hosted or organized through existing district portals.

Rubicon has a dedicated Implementation Team to support the onboarding of schools onto the Atlas platform. They go through a phased approach in understanding the specific needs of the schools and existing curriculum process. They work with the administration or the curriculum directors of the district to customize the system to meet the needs of the district's existing curriculum approach, and train a core group of teachers who will be the experts within their environments. Our online support manual and webinars (live and recorded) are always free for schools and teachers to use as necessary. We also offer free general support Monday through Friday 8am - 5pm PDT.

Rubicon also provides additional services at a cost for districts including:

- Enhanced support option (Premium Support) which provides unlimited training, priority ticket response, customized training support, support with adding school specific standards and additional customization of the system (post implementation). For a full description of the services, visit our website.
- Professional Development sessions, both virtual and onsite, based on the needs of the district. For a full catalog of options, visit our website.
- Post implementation, we offer training sessions (virtual or onsite) at cost as well for schools that need additional training support needs.
- Migration of existing curriculum documentation is also a fixed-fee service offered by Rubicon.
- Customization of a Public site to provide transparency of selected curriculum to the broader community.

b. SUMMARY OF RELEVANT EXPERIENCE

Rubicon and the Atlas Team provide services and support for the school districts below that are comparable to those requested by The City of Waterbury.

**Ann Arbor Public Schools**

Ann Arbor, MI

*Kevin Karr, IB District Coordinator*

*Dawn Linden, Assistant Superintendent of Instruction*

734-994-2230

Student Enrollment: 17,500

Partnering with Atlas since 2014

Student Enrollment: 49,000

Partnering with Atlas since 2009

**Plymouth-Canton Community Schools**

Plymouth, MI

*Deirdre Brady, Director of Curriculum and PD*

Student Enrollment: 17,300

Partnering with Atlas since 2014

**Beaufort County Schools 01**

Beaufort, SC

*Colleen Beck-Ungvarsky, District Educational*

*Technology Coordinator*

843-322-2308

Student Enrollment: 22,000

Partnering with Atlas since 2008

**Portland Public Schools**

Portland, OR

*Tania McKey, Senior Director of Humanities*

503-916-2000

Student Enrollment: 50,000

Partnering with Atlas since 2019

**Indian Prairie Community Unit School District  
204**

Aurora, IL

*Tarah Fowler, Curriculum Director*

630-375-3045

Student Enrollment: 28,500

Partnering with Atlas since 2013

**Worcester Public Schools**

Worcester, MA

*Magdalena Ganas, Director of Curriculum*

508-799-3366

Student Enrollment: 25,300

Partnering with Atlas since 2010

**Bergenfield Public School District**

Bergenfield, NJ

*Darlene Markman, Assistant Superintendent of*

*Curriculum*

[dmarkman@bergenfield.org](mailto:dmarkman@bergenfield.org)

Student Enrollment: 4,000

Partnering with Atlas since 2018

**Shenendehowa Central School District**

Clifton Park, NY

*Anna Sugarman, Professional Development*

*Coordinator*

[sugaanna@shenet.org](mailto:sugaanna@shenet.org)

Student Enrollment: 9,800

Partnering with Atlas since 2011

**Oakland Schools**

Waterford, MI

*Heather Ruddy, K-12 Science Consultant*

*Kelly Carey, Curriculum Product Consultant*

248-209-2000

**South Orange-Maplewood School District**

Maplewood, NJ

*Matthew Friedman, Assistant Superintendent*

[mfriedma1@somsd.k12.nj.us](mailto:mfriedma1@somsd.k12.nj.us)

Student Enrollment: 7,000

Partnering with Atlas since 2021

c. PERSONNEL LISTING

Rubicon West, LLC has 53 team members; all of whom may be utilized to support our Atlas schools and districts within the United States. At various times, these associates may work directly to support the work of schools within The City of Waterbury. Each team member brings



a wealth of experience and knowledge to support The City of Waterbury in implementing a successful curriculum process.



**Bernard-Alexandre Merkel** is the Vice President, Americas, and oversees all operational business needs for each of our partner schools and districts. As Vice President, he sets the goals and objectives for the team, the development roadmap, and ensures our team provides the best services to our customers.

Bernard has been with the company for over 10 years, and has worked in a number of roles within the company. He holds a Master of Science degree from the University of Amsterdam and a Bachelor of Arts degree from Willamette University.

**Chris Guthrie** is the Director of Accounts for the Americas. He and his team are responsible for long-term partnerships and client success. Chris has an extensive background in education, including classroom teaching. He works with school leaders and teachers to build sustainable processes in curriculum development and review that match the unique characteristics and individual cultures of the school communities they serve. He holds a Master of Arts degree from the University of Chicago and a Bachelor of Arts degree from Knox College.



**Kelby Zenor** is the Vice President of Professional Development with a primary responsibility for guiding the coordination, development, and facilitation of Professional Development programs and Implementation of Atlas both nationally and internationally. Kelby is a senior member of the leadership team and has been working with schools on curriculum processes for the past 16

years. She holds a Bachelor of Arts in Spanish from St. Mary's College in California.

**Gary Squires** is the Director of Sales for Atlas with primary responsibility for developing business in both domestic and international markets. Gary is a senior member of our leadership team and has been on point for establishing new client relationships in the United States for the past 20 years. He holds a B.S. degree in Engineering from Princeton University.



**Darby Cave** is the Americas Customer Support Manager. She manages the Support Team, which answers all technical questions, carries out technical requests, creates support materials, and provides system training to help Faria clients meet their curriculum mapping goals. Darby's work experiences in teaching, customer experience, and business environments bring a variety of skills that she draws on daily in the hopes of gaining 100%

client success. She holds a Bachelor of Arts in Writing and Literature from George Fox University.

d. CONFLICT OF INTEREST

Rubicon West, LLC does not have any past or present business, financial, personal or other types of relationships which may pose a conflict of interest.

### **3. STATEMENT OF QUALIFICATIONS AND WORK PLAN**

#### **a. QUALIFICATIONS**

Atlas has been a leader in online curriculum management for over twenty years and is trusted by more than 6,000 schools in 120 countries. Through collaborative planning, powerful analytical tools, and seamless integration of lessons and resources, Atlas fosters educational best practices that are grounded in quality curriculum design.

As a cloud-based platform, Atlas is accessible on any type of device via the Internet. The flexibility and customizable options in Atlas allow each district to tailor their platform to fit their specific curricular needs and unique pedagogical approach. This makes it easy for curriculum writers and teachers to align instructional practices with a consistent, district-wide curriculum, which helps to ensure equity within teaching and learning. Atlas was founded on the idea that transparency is important to a successful curriculum process, so every user in the district's Atlas system can view courses and units. Additionally, with flexible permission settings, each user in Atlas can be granted the right kind of editing access to fit their role.

Atlas maintains a database of over 600 state, national, and international sets of academic standards, which are available for each district to choose for targeting and assessing within its curriculum. Standards may be prioritized at both the course and unit level. The robust analytical tools in Atlas allow all users in the system to inform their conversations and decisions based on the written curriculum. Dynamic reporting allows each user to identify standards gaps or redundancies, ensure standards are assessed, view vertical and horizontal articulation, and much more. Our annual archive process means that a district will always have a copy of previous years' curricula to look back on (or copy from), while allowing curriculum writers to continually update units and courses as the curriculum evolves.

Google integration allows for embedding or attaching live resource documents just like any other local files or URLs, making relevant references within the curriculum easy to add, find, and use. Atlas' lesson planner makes it easy for the district to provide lesson frameworks to support freshman teachers, while seasoned teachers may create their own templates. Once a lesson is created, it may be copied or shared, or teachers may upload their lessons from Atlas directly to Google Classroom courses. Thus, Atlas' process creates a seamless workflow from unit creation to classroom instruction.

Single sign-on options are available for Google and LDAP. In addition to Google integration, Atlas supports Learning Tools Interoperability (LTI) and is OneRoster compliant, so districts do not need to manually input users or courses.

b. **WORK PLAN**

**APPROACH TO SCOPE OF SERVICES**

**A. CURRICULUM MAPPING**

Atlas supports curriculum mapping capabilities, including:

- Customizable unit planning templates
- Ability to view curriculum both in map and calendar formats.
- System-based search engine that allows users to search for specific information (i.e., units, standards, topics, etc.)
- Standards alignment including the integration of all major standards
- Ability to run reports to look for gaps and repeat standards, alignment scope and sequence, and vertical/horizontal alignment
- Customizable scope and sequence documentation and reporting
- Ability to create comments and provide feedback during the curriculum development and writing process
- Ability to include comments on curriculum documents throughout the academic year
- Ability to store all data and resources in one place including but not limited to pdf files, Microsoft files, all Google files, etc.
- Ability to collaborate in the creation and development of curriculum maps in real time
- Ability to print any and all documents as needed in a high-quality, well-formatted document

**B. LESSON PLANNING**

Atlas supports lesson planning capabilities, including:

- Customizable lesson planning templates at various levels including district, building, and teacher
- Ability for teachers to collaborate on the creation of lessons from the curriculum documentation
- Ability for differing levels of access to provide feedback on lesson plans

**C. USER INTERFACE**

The Atlas interface includes:

- Landing page personalization for all tiers of user access
- Ability to create custom user groups within the platform
- Ability to view unit calendars for multiple courses, curricular, and grade level at once in a streamlined interface

- Ability to create a forward facing document for parents and families that limits what access they have, but allows the district to share pertinent information
- Ability for students to view assignments that are shared external to the district

**D. TECHNICAL REQUIREMENTS**

The technical infrastructure of Atlas includes:

- Multiple tiers of customizable access including district level, curriculum team level, building level, and teacher level
- Direct connection to Google Classroom and G-Suite
- Google SSO (single sign-on)

**E. CUSTOMER CARE AND ONGOING SUPPORT**

Our Customer Support includes:

- Dedicated Atlas Account Manager
- High quality technical support through phone, online chat, and email
- On-going professional learning as described in the Timeline for Implementation
- On-demand professional learning opportunities

**F. TIMELINE OF IMPLEMENTATION AND PROFESSIONAL LEARNING**

Our implementation process would include:

- Full system set-up required within 15 days of contract execution
- Training for Content Supervisors, Computer Technology Center staff, and select curriculum writers to be completed by September 30, 2022
- Full training for curriculum writers to take place at mutually agreed upon dates during the 2022-2023 academic year
- Initial training for building administrators in Spring of 2023
- Initial training for all teachers in Fall of 2023
- Initial training for new teachers in Summer 2024 and Summer 2025
- Yearly follow up training to take place in Fall of 2024 and 2025

Specifically, the Atlas system provides:

**Curriculum Mapping** – Capture, view, and share courses, units, lessons, and resources.

**Transparency** – All teachers, administrators, and leaders have equal access to view curriculum, to ensure consistency and support.

**Customized Unit and Lesson Templates** – District leadership can design one or more unit templates that reflect unified goals. Both leaders and teachers may easily create and share lesson templates to support instruction.

**Resources** – Resources can be embedded at relevant places within the curriculum, as well as included in an internal Resources library. These may help educators and administrators better understand the curriculum or access supporting tools. Various types might include videos, images, files, live documents, and webpages.

**Communication Tools** – All users can send direct messages or start group conversations around specific curriculum components within Atlas. Notifications appear both in-system and optionally forward to external email.

**Lesson Planning** – Create lessons including standards-alignments, templates, and linked resources of any type. Share lessons to demonstrate how instruction might be delivered to students. Export lessons or link directly with Google Classroom to share with students.

**Atlas Public Site** – A dynamic, external-facing system that pulls in select pieces from the district's primary Atlas system to share with families or other community stakeholders. The district may design a landing page and choose exactly which aspects of their curriculum to display (e.g., courses, subjects, unit categories, etc.).

### *Academic Standards*

The standards database maintained by the Atlas team is unparalleled in any other educational organization, containing over 600 unique sets of standards, outcomes, and national curricula. Our Standards Team keeps up-to-date on all changes and innovations through extensive partnerships with standards organizations around the world with the goal of keeping our partner districts current in all alignments. This means that each district can:

- Align with any set of standards: district-specific, state, national, and international
- Target standards at both unit and lesson levels
- Create and view alignments across disciplines and grades
- Identify Priority Standards at both a district and teacher level
- Edit, customize, or create novel standards

### *Reporting & Analytical Capabilities*

In order to ensure consistency, it is important to be able to run dynamic queries to answer questions, inspire conversations, and inform decision-making year-over-year. The Atlas system allows districts to easily create and view a wide

range of analytics to support their curriculum design and process. All Atlas reports are easily shared between teachers and administrators. A few of the most used reports include:

- **Priority Standards & Alignments** – Know which standards are prioritized, as well as whether, when, and how often they are targeted.
- **Assessed Standards** – See where and with what frequency standards have or have not been assessed.
- **Assessment Methods Breakdown** – Define how and when students are assessed, both formatively and summatively, in a course, subject, grade, class, or across the district.
- **Vertical or Horizontal Scope & Sequence** – View curriculum in a side-by-side format.
- **Comparative Unit Calendar** – Find opportunities for integration and collaboration vertically or horizontally.
- **Search Curriculum** – Quickly search for any topic, keyword, or skill and see where it is being covered in the curriculum.

### *Software Environment*

Atlas' software environment is built for high availability and fault tolerance. The system, including its software and accompanying hardware components, has been designed to be scalable and operate at peak performance for Atlas clients around the world.

#### **Scalable, High-Performance Architecture**

- Built on established industry standards
- Full support for concurrent usage
- Scales to accommodate growth

#### **Atlas' Software Platform**

- Windows 2019 Server
- Microsoft SQL Server 2017
- Microsoft IIS 10

#### **Single Sign-On**

Atlas supports Single Sign-On for authentication, allowing teachers to access Atlas through the district's existing web portal. Third-party Identity providers currently include the following:

- Google
- Clever
- LDAP with district's directory server
- Microsoft (Azure or ADFS)

### *Hardware Environment*



The hardware platform that supports Atlas has been selected to serve current needs and provide a simple path to scale up or out for growth. The Internet connectivity, web, and database servers are designed and maintained to maximize performance and support Atlas' fundamental objectives for system uptime and fault tolerance. Key features:

- Multiple, redundant Internet connections
- 10Gb switching
- Load-balanced web servers
- Redundant power supplies and battery backup
- Out-of-region failover facility available; backups migrated twice daily

#### Client Platform and Hardware Independence

- Works equally well on PCs, Macs, and mobile devices
- Runs on all popular, up-to-date browsers including:
  - Chrome
  - Edge (Chromium)
  - Firefox
  - Safari

Atlas' Implementation Team has drafted an Implementation and Training schedule for Waterbury Public Schools. We present this below, including key participant roles and a tentative timeline. All Atlas technical training is included with your system and each user may also access support in various formats including in-system support guides and resources, online support manual, live or recorded webinars, and direct access to an Atlas Support Team member via email or by phone.

### Waterbury Public Schools Atlas Launch Timeline [Estimated duration 9–12 weeks]

<b>PHASE 1 – Launch Meeting</b>	<b>WHEN:</b> At the district's earliest convenience following contract execution <b>GOALS:</b> <ul style="list-style-type: none"> <li>- Review Atlas site setup</li> <li>- Discuss key dates / trainings</li> </ul> <b>WHO:</b> Atlas Project Managers & System Admins
<i>Two weeks following Launch Meeting - Atlas team refines the Atlas system for Waterbury Public Schools and integrates faculty &amp; course assignment information</i>	
<b>PHASE 2 – Strategic Plan &amp; Site Review</b>	<b>GOALS:</b> <ul style="list-style-type: none"> <li>- Review Strategic Plan and Atlas Site</li> <li>- Confirm dates for Atlas Trainings + Professional Development sessions</li> </ul> <b>WHO:</b> Atlas Project Managers & System Admins



<b>Phase 3 – Atlas Trainings</b>	<p>1. <i>System Admin Training (Online)</i>  <b>TENTATIVE DATE:</b> by September 30, 2022  <b>WHO:</b> Atlas Project Managers &amp; System Admins</p> <p>2. <i>Navigating Atlas Training (Online)</i>  <b>TENTATIVE DATE:</b> During 2022-23  <b>WHO:</b> Atlas Training Group including Content Supervisors, Computer Technology Center Staff, selected Curriculum Writers, and building administrators</p>
<b>Phase 4 – Evaluate</b>	<p><b>GOALS:</b></p> <ul style="list-style-type: none"> <li>- Debrief training(s), discuss any questions from district personnel</li> <li>- Review and adjust goals and objectives for the team</li> </ul> <p><b>WHO:</b> Atlas Project Managers &amp; System Admins</p>
<b>Phase 5 – Atlas Launched!</b>	<p><b>GOAL:</b> Formal introduction and transition to Account Manager, Chris Guthrie</p> <p><b>WHO:</b> Atlas Project Managers &amp; System Admins</p>

## Recommended Services – Professional Development

Rubicon and Faria Education Group value the importance of strong internal curriculum processes in conjunction with the right technical systems. The FariaPD team has worked with large school districts and educational organizations around the globe to further their short-term and long-term goals. Based on this extensive experience, we recommend combining Professional Development alongside Atlas adoption to ensure consistency and buy-in.

### A. Introduction to FariaPD

FariaPD develops a curriculum-first professional development plan that is customized to solve your district's core challenges. We build PD that is informative and interactive, ensuring tangible outcomes for all participants. Our offerings span from developing strategic plans with administrators to writing high-quality curriculum with teachers. We are experienced in supporting instructional coaches through providing them with the tools necessary to meet their district-wide goals.

At FariaPD, we believe that strong professional development is hands-on, engaging, and collaborative. We center our professional development around the goals of the district and our knowledge of adult learning to ensure that everyone walks away with tangible outcomes from each session.

### B. Professional Development Proposal

With the above context in mind, FariaPD has put together a Professional Development proposal for Waterbury Public Schools. The phases described below are based on what has worked with other districts of similar size and based on the needs shared through the RFP process. Should we move forward with PD, all sessions and agendas would be customized in collaboration with district leadership to best support your intended outcomes. All sessions can be delivered virtually or in person. For virtual sessions, we recommend that each is two (2) hours in length and has a maximum of 40 participants per facilitator.

### Phase 1: Building a Curriculum Process

A series of 3 virtual sessions or 2 onsite days to review key elements of a strong curriculum process. Participants will have an opportunity to learn more about curriculum documentation and leveraging features in Atlas to support district and school goals. Through these sessions, participants will engage with colleagues to build a strategic plan that will guide a smooth implementation of documenting essential elements of the curriculum at all levels and facilitate staff buy-in.

**Audience:** District and Select Building Leadership (including Power Users)

**Proposed Timeframe:** Early 2022-23

**Tentative Duration:** 3 Virtual PD Sessions

Participants	Topic	Outcome
<i>Session 1: Core Leadership Team</i>	Curriculum Process Foundation and Unit Template Design	<ul style="list-style-type: none"> <li>• Build background knowledge on the key elements in a curriculum process</li> <li>• Draft a vision and mission statement to guide your curriculum documentation initiative that directly ties to district goals</li> <li>• Outline the curriculum process, defining how it will be used by all stakeholders</li> <li>• Develop SMART goals to implement your curriculum process</li> </ul>
<i>Session 2: Core Leadership Team</i>	Unpack Goals into Actionable Steps and Finalizing Unit Template	<ul style="list-style-type: none"> <li>• Explore participants' key questions around curriculum, curriculum documentation, unit planning, and the needs of the district, departments, &amp; students</li> <li>• Break goals into specific timelines and outcomes</li> <li>• Define roles and responsibilities to guide the curriculum process</li> </ul>
<i>Session 3: Core Leadership Team</i>	Finalize Your Plan: Feedback & Resources	<ul style="list-style-type: none"> <li>• Build a PD plan to support the role of all stakeholders</li> <li>• Identify and create resources to support your process</li> </ul>

### Phase 2: Laying the Foundation: An Introduction to Documenting Curriculum in

### Atlas

Communication is the key to building buy-in with faculty and staff. These sessions will introduce staff to the why, what, and how of documenting curriculum in Atlas. We provide context by reviewing the foundations of curriculum and unit planning and articulating how documenting essential elements of the curriculum aligns to district goals to support student growth.

**Audience:** Separate sessions geared towards leaders and teachers

**Proposed Timeframe:** Early 2022-23

**Tentative Duration:** 4 Virtual PD Sessions

Participants	Topic	Outcome
<i>Leaders</i>	Curriculum Foundations: An Introduction to Curriculum Essentials Documents in Atlas	<ul style="list-style-type: none"> <li>Review the process and purpose of a documented curriculum and unit planning</li> <li>Clarify the purpose for this work at a district level, school and department level, and teacher level</li> <li>Walk through the curriculum in Atlas</li> <li>Learn how to utilize reporting features in Atlas to support your role as instructional leaders</li> </ul>
<i>Teachers</i>	Curriculum Foundations: An Introduction to Curriculum Essentials Documents in Atlas	<ul style="list-style-type: none"> <li>Review the process and purpose of a documented curriculum and unit planning</li> <li>Clarify the purpose for this work at a district level, school department level, and teacher level</li> <li>Walk through the curriculum in Atlas</li> <li>Learn how to utilize reporting features in Atlas to support planning for instruction</li> </ul>

### Phase 3: Curriculum Writing: Building Capacity in Curriculum Writers

High-quality curriculum begins with developing capacity in district curriculum writers. Through these sessions, participants will learn how to use the unit template in Atlas to design curriculum that articulates a clear, standards-aligned scope and sequence for each course.

**Audience:** Teachers and/or curriculum writers

**Proposed Timeframe:** Spring 2023

**Tentative Duration:** 6 Virtual PD Sessions

Participants	Topics	Outcome
<i>Curriculum Writers</i>	Identify and Review Priority Standards: Part 1	<ul style="list-style-type: none"> <li>In vertical teams, read and prioritize state standards within content areas</li> </ul>

<i>Curriculum Writers</i>	Review and Finalize Priority Standards: Part 2	<ul style="list-style-type: none"> <li>• In vertical teams, review and finalize priority standards</li> </ul>
<i>Curriculum Writers</i>	Develop Pacing Guides from Standards ( <i>potentially multiple sessions</i> )	<ul style="list-style-type: none"> <li>• Review foundations of unit planning</li> <li>• Walk through how to develop pacing guides to outline the scope and sequence of standards</li> </ul>
<i>Curriculum Writers</i>	Unpacking Standards: Identifying what student need to KNOW, UNDERSTAND, and DO	<ul style="list-style-type: none"> <li>• Unpack standards into clear learning targets by identifying the key nouns and verbs within the standard</li> <li>• Begin to unpack standards in each unit</li> </ul>
<i>Curriculum Writers</i>	Driving Questions and Essential Skills	<ul style="list-style-type: none"> <li>• Develop driving questions and determine essential skills to frame the major concepts, content, and focus of units</li> </ul>
<i>Curriculum Writers</i>	Assessing Learning: Formative and Summative Assessments	<ul style="list-style-type: none"> <li>• Explore ways to meaningfully assess understanding</li> <li>• Develop standards aligned assessments in Atlas</li> </ul>

#### **Phase 4: Building Capacity at the School Level**

Once the essential curriculum documents have been developed, the next step is to ensure that they are carefully read and implemented across all schools. To guide this work, we build capacity in curriculum leaders (at district, building, and department or grade levels) to utilize the reporting features in Atlas to carefully review the curriculum in order to understand what the essential curriculum is and develop a plan for how they will support teachers to align best practice instructional strategies to support students in their learning. This also lays the groundwork for ongoing assessment and data review.

**Audience:** Building leaders and teacher leaders

**Proposed Timeframe:** Spring or Summer 2023

**Tentative Duration:** 1 Onsite PD Day

Participants	Topic	Outcome
<i>Building leaders</i>	Leadership Planning: Curriculum Review	<ul style="list-style-type: none"> <li>• Use reports in Atlas to carefully review the scope and sequence</li> <li>• Determine how to support teachers to use Atlas to review and implement the curriculum</li> <li>• Outline how teachers can incorporate best practice instructional strategies and work</li> </ul>

		<p>towards school and district goals for student growth</p> <ul style="list-style-type: none"> <li>• Develop a plan to communicate expectations with staff and guide the ongoing implementation of the curriculum</li> </ul>
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#### **Phase 5: Building Capacity with Teachers**

To ensure the documented curriculum is applied in all classrooms, we work directly with teachers to demonstrate how to use Atlas as a natural part of their planning and collaborative conversations about teaching and learning.

**Audience:** Classroom teachers

**Proposed Timeframe:** Fall 2023

**Tentative Duration:** 2 Onsite PD Days

Participants	Topic	Outcome
<i>Classroom Teachers</i>	Planning for Instruction: Curriculum Review	<ul style="list-style-type: none"> <li>• Use reports in Atlas to carefully review grade-level scope and sequence for courses</li> <li>• Determine how to use curriculum in Atlas to develop daily lesson plans</li> <li>• Explore best practice instructional strategies that can be used to connect to unit plans</li> </ul>

#### **d. SERVICES EXPECTED OF THE CITY**

Provided the availability of appropriate personnel from Waterbury Public Schools for the planning, training, and professional development processes outlined above, no additional services would be expected of The City of Waterbury.

## 4. COST SCHEDULE

**Mailing Address**

Rubicon West LLC  
Suite 1200, 121 SW Salmon Street  
Portland, OR 97204

**Telephone**

+1 503 223 7600

**Email**

hello@onetias.com

**Tax ID Information**

93-0987275

**Payment Method**

Check, Purchase Order (P.O.),  
Bank Transfer or Credit Card

**Quotation**

Waterbury Public Schools  
238 Grand Street  
Waterbury, Connecticut 06702  
United States

Dear Kevin McCaffary,

Thank you for your interest in Atlas. Please take a moment to review the formal quotation below.

Sincerely yours,

Gary Squires  
April 25, 2022

<b>Recurring Services</b>	<b>Students</b>	<b>Annual Fee (USD)</b>
Atlas Subscription	18000	49,500.00
Atlas - Premium Support	18000	0.00
<b>Recurring Services Subtotal</b>		<b>49,500.00</b>

Non-Recurring Services	Fee (USD)
PD Virtual (Sessions) Curriculum Professional Development, Twelve (12) Virtual Sessions	11,500.00
PD Onsite (Days) Curriculum Professional Development, Three (3) Onsite Days	8,500.00
Training Virtual (Sessions) Atlas Implementation & Technical Training for Core Team members	0.00
Professional Services Atlas "Public" Site for parent and community accessibility	0.00
Non-Recurring Services Subtotal	20,000.00

**Total Year 1 Fee** 69,500.00  
**Total Annual Recurring Fee** 49,500.00

**Services Start Date: July 01, 2022**

The annual fee is all-inclusive and covers the software service, hosting and online training. There are no other charges. Unless withdrawn or superseded, this quotation ("the Quotation") is an offer, valid through Jun 24, 2022. Your signed acceptance must be received before this date, to complete the contract.

**5. 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

**6. EXPECTATIONS AND ALTERNATIVES**

Rubicon West, LLC does not wish to take any exceptions to the requirements in the RFP.



**7. ADDITIONAL DATA**

Rubicon West, LLC does not have any additional information we wish to bring to the attention of the City that is relevant to this RFP.

**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022\_)**  
**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)

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(Service or Commodity Covered by Contract)

(Term of Contract)

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(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**



(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)

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.

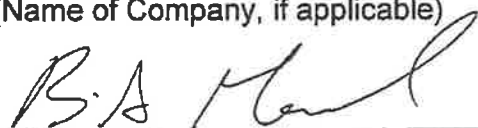
2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

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.

Rubicon West, LLC

(Name of Company, if applicable)



Signature of Individual (or Authorized Signatory)

4-26-22

Date

Bernard Merkel, Vice President Americas

Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☐

**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 ☐

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(Name of Official)

(Position with City)

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

Interest Held By:

Self ☐ Spouse ☐ Joint ☐ Child ☐

**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.

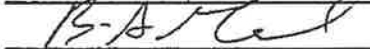
Full Legal Name and address of Recipient, Vendor, or Contractor:

Print Name and Title of Authorized Representative:

Signature of Authorized Representative:

Rubicon West, LLC  
One World Trade Center, Suite 1200  
121 SW Salmon Street  
Portland, OR 97204

Bernard Merkel, VP Americas



**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 Oregon

SS.: \_\_\_\_\_

County of Multnomah

Bernard Merkel, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** \_\_\_\_\_ of Rubicon West, 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.

☒ 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		NONE		
2				
3				
4				

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

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

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

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

Organization Name	Address	Type of Ownership
1		NONE
2		
3		
4		

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



**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):

	<b>Name</b>	<b>Title</b>	<b>DOB</b>	<b>Stock %</b>
1	Theodore King	CEO		
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):

	<b>Name</b>	<b>Title</b>	<b>Affiliated Company (if none state NONE)</b>	<b>Address</b>	<b>DOB</b>
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:

	<b>TRADE NAME</b>	<b>PLACE OF INCORPORATION/REGISTRY</b>	<b>PRINCIPAL PLACE OF BUSINESS</b>
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

Its: VP, Americas  
Title

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

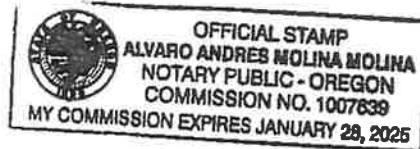
State of Oregon )  
 ) SS

County of Multnomah )

Bernard Merkel being duly sworn,  
deposes and says that he/she is VP, Americas of Rubicon West, LLC and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 26 day of April 2022.

Alvaro Andres Molina Molina Melissa Miller  
(Notary Public)  
My Commission Expires: January 28, 2025



**LIMITED LIABILITY COMPANY RESOLUTION**

I, Bernard Merkel, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of Rubicon West, a limited liability company organized and existing under the laws of the State of Delaware, 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 2 day of January, 2021.

"It is hereby resolved that Bernard Merkel 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 Rubicon West, LLC this 26 day of April, 2022.

Bernard Merkel  
Manager/Member



## 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

Rubicon West, LLC  
Signature of Individual or Corporate Name  
B. A. Heuland  
Corporate Officer Bernard Heuland  
(if applicable) VP, Americas

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:



Name Gary Squires  
By: Director, Atlas Sales  
(Title)  
Business Address: 121 SW Salmon Street #1200  
(City, State, Zip Code)  
Portland, OR 97204  
Phone: 503-223-7600  
Email: gsquires@onatlus.com  
Date: 4/26/22

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.

## 4. COST SCHEDULE

**Mailing Address**

Rubicon West LLC  
Suite 1200, 121 SW Salmon Street  
Portland, OR 97204

**Telephone**

+1 503 223 7800

**Email**

hello@onstas.com

**Tax ID Information**

93-0987278

**Payment Method**

Check, Purchase Order (P.O.),  
Bank Transfer or Credit Card

**Quotation**

Waterbury Public Schools  
236 Grand Street  
Waterbury, Connecticut 06702  
United States

Dear Kevin McCaffery,

Thank you for your interest in Atlas. Please take a moment to review the formal quotation below.

Sincerely yours,

Gary Squires  
April 25, 2022

<b>Recurring Services</b>	<b>Students</b>	<b>Annual Fee (USD)</b>
Atlas Subscription	18000	49,500.00
Atlas - Premium Support	18000	0.00
<b>Recurring Services Subtotal</b>		<b>49,500.00</b>

<b>Non-Recurring Services</b>	<b>Fee (USD)</b>
<b>PD Virtual (Sessions)</b>	<b>11,500.00</b>
Curriculum Professional Development, Twelve (12) Virtual Sessions	
<b>PD Onsite (Days)</b>	<b>8,500.00</b>
Curriculum Professional Development, Three (3) Onsite Days	
<b>Training Virtual (Sessions)</b>	<b>0.00</b>
Atlas Implementation & Technical Training for Core Team members	
<b>Professional Services</b>	<b>0.00</b>
Atlas "Public" Site for parent and community accessibility	
<b>Non-Recurring Services Subtotal</b>	<b>20,000.00</b>

**Total Year 1 Fee 69,500.00**  
**Total Annual Recurring Fee 49,500.00**

**Services Start Date: July 01, 2022**

The annual fee is all-inclusive and covers the software service, hosting and online training. There are no other charges. Unless withdrawn or superseded, this quotation ("the Quotation") is an offer, valid through Jun 24, 2022. Your signed acceptance must be received before this date, to complete the contract.

**Mailing Address**

Rubicon West LLC  
Suite 1200, 121 SW Salmon Street  
Portland, OR 97204

**Telephone**

+1 503 223 7600

**Email**

hello@onatlas.com

**Tax ID Information**

93-0987275

**Payment Method**

Check, Purchase Order (P.O.),  
Bank Transfer or Credit Card

**Quotation**

Waterbury Public Schools  
236 Grand Street  
Waterbury, Connecticut 06702  
United States

Dear Kevin McCaffery,

Thank you for your interest in Atlas. Please take a moment to review the formal quotation below.

Sincerely yours,

Gary Squires  
June 07, 2022

<b>Recurring Services</b>	<b>Students</b>	<b>Annual Fee (USD)</b>
Atlas Subscription	19000	45,980.00
Atlas - Premium Support	19000	0.00
<b>Recurring Services Subtotal</b>		<b>45,980.00</b>

Non-Recurring Services	Fee (USD)
PD Virtual (Sessions) Curriculum Professional Development, Twelve (12) Virtual Sessions [10% discount]	10,350.00
PD Onsite (Days) Curriculum Professional Development, Three (3) Onsite Days [10% discount]	7,650.00
Training Virtual (Sessions) Atlas Implementation & Technical Training for Core Team members	0.00
Professional Services Atlas “Public” Site for parent and community accessibility [100% discount]	0.00
Non-Recurring Services Subtotal	18,000.00

<b>Total Year 1 Fee</b>	<b>63,980.00</b>
<b>Total Annual Recurring Fee</b>	<b>45,980.00</b>

**Services Start Date: June 07, 2022**

The annual fee is all-inclusive and covers the software service, hosting and online training. There are no other charges. Unless withdrawn or superseded, this quotation ("the Quotation") is an offer, valid through Aug 6, 2022. Your signed acceptance must be received before this date, to complete the contract.

The Services provided to the School under this Quotation are subject to the Services Agreement signed between Rubicon West LLC and the School, which is governed by the Terms & Policies including those available at <https://www.onatlas.com/terms>.

By signing below, the School agrees to be bound by all terms referenced herein:

---

**Kevin McCaffery**  
Director of Purchasing  
Waterbury Public Schools  
Date:

---

**Gary Squires**  
Director, Atlas Sales  
Rubicon West LLC  
Date:



**KEVIN McCaffery**  
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

June 10, 2022

Bernard Merkel  
Rubicon West, LLC  
121 SW Salmon Street, Suite 1200  
Portland, OR 97204

RFP# 7233  
Project: Online Curriculum and Lesson Planning Warehouse (PK-12)

Dear Mr. Merkel,

On behalf of the City of Waterbury I want to inform you that your firm has been selected for the above-mentioned City project. In order to contract with the City of Waterbury a written contract must be approved by the Corporation Counsel and all required City Boards.

You will be contacted in the immediate future by a member of our Legal Department.

Sincerely,

Kevin McCaffery  
Director of Purchasing

**LIMITED LIABILITY COMPANY RESOLUTION**

I, Bernard Merkel, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of Rubicon West, a limited liability company organized and existing under the laws of the State of Delaware, 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 2 day of January, 2021.

"It is hereby resolved that Bernard Merkel 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 Rubicon West, LLC this 22 day of June, 2022.

B-A Merkel  
Manager/Member



THE CITY OF WATERBURY  
**MEMORANDUM**

**From:** Delinquent Tax Office

**Date** 6/27/2022

**To:** Jerry Gay  
Board of Education

**Subject:** Tax Clearance

---

As of this date, the records in the Tax Collector's Office indicate that the following **is not delinquent**.

Rubicon West, LLC  
121 SW Salmon St. Ste. #12000  
Portland, OR 97204

Theodore King, CEO  
Same address

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,



NJO/eal

Nancy J. Olson, CCMC  
Deputy Revenue Collections Manager  
City of Waterbury



THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

June 22, 2022

City & Board of Ed of Waterbury  
235 GRAND ST  
WATERBURY CT 06702-1915

#### Account Information:

Policy Holder Details :	MANAGEBAC INC, RUBICON WEST LLC
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#### Contact Us

##### Need Help?

Start a live chat online or call us at  
(866) 467-8730.

We're here weekdays from 8:00 AM to  
8:00 PM ET.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,  
Your Hartford Service Team



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/22/2022

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 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).

<b>PRODUCER</b> ARNOLD BRUCE & DOERFLER 52707077 1405 SW 14TH AVENUE PORTLAND OR 97201	<b>CONTACT NAME:</b>	
	<b>PHONE</b> (503) 222-1951 <b>(A/C, No, Ext):</b>	<b>FAX</b> <b>(A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> Sentinel Insurance Company Ltd.	
<b>INSURED</b> MANAGEBAC INC, RUBICON WEST LLC 548 MARKET ST STE 40438 SAN FRANCISCO CA 94104-5401	<b>NAIC#</b>	
	11000	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		52 SBA AE7136	08/14/2021	08/14/2022	EACH OCCURRENCE \$2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000	
							MED EXP (Any one person) \$10,000	
							PERSONAL & ADV INJURY \$2,000,000	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			52 SBA AE7136	08/14/2021	08/14/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N						PER STATUTE
		N/A						E.L. EACH ACCIDENT
								E.L. DISEASE - EA EMPLOYEE
								E.L. DISEASE - POLICY LIMIT
A	EMPLOYMENT PRACTICES LIABILITY			52 SBA AE7136	08/14/2021	08/14/2022	Each Claim Limit \$10,000 Aggregate Limit \$10,000	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Those usual to the Insured's Operations. The City of Waterbury and the Waterbury Board of Education are an additional insured per the Business Liability Coverage Form SS0008, attached to this policy.

<b>CERTIFICATE HOLDER</b> City & Board of Ed of Waterbury 235 GRAND ST WATERBURY CT 06702-1915	<b>CANCELLATION</b> 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 <i>Susan L. Castaneda</i>
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THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

June 22, 2022

City & Board of Ed of Waterbury  
235 GRAND ST  
WATERBURY CT 06702-1915

#### Account Information:

Policy Holder Details :	MANAGEBAC INC, RUBICON WEST LLC
-------------------------	------------------------------------



#### Contact Us

##### Need Help?

Start a live chat online or call us at  
(866) 467-8730.

We're here weekdays from 8:00 AM to  
8:00 PM ET.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,  
Your Hartford Service Team



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/22/2022

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<b>PRODUCER</b> ARNOLD BRUCE & DOERFLER 52707077 1405 SW 14TH AVENUE PORTLAND OR 97201	<b>CONTACT NAME:</b>	
	<b>PHONE</b> (503) 222-1951 <b>(A/C, No, Ext):</b>	<b>FAX</b> <b>(A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> Sentinel Insurance Company Ltd.	
<b>INSURED</b> MANAGEBAC INC, RUBICON WEST LLC 548 MARKET ST STE 40438 SAN FRANCISCO CA 94104-5401	<b>NAIC#</b> 11000	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
<b>INSURER F :</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		52 SBA AE7136	08/14/2021	08/14/2022	EACH OCCURRENCE	\$2,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$1,000,000		
	MED EXP (Any one person)						\$10,000		
	PERSONAL & ADV INJURY						\$2,000,000		
	GENERAL AGGREGATE						\$4,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						PRODUCTS - COMP/OP AGG	\$4,000,000	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			52 SBA AE7136	08/14/2021	08/14/2022	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000	
	BODILY INJURY (Per person)								
	BODILY INJURY (Per accident)								
	PROPERTY DAMAGE (Per accident)								
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT		
							E.L. DISEASE -EA EMPLOYEE		
							E.L. DISEASE - POLICY LIMIT		
A	EMPLOYMENT PRACTICES LIABILITY			52 SBA AE7136	08/14/2021	08/14/2022	Each Claim Limit	\$10,000	
							Aggregate Limit	\$10,000	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Those usual to the Insured's Operations. The City of Waterbury and the Waterbury Board of Education are an additional insured per the Business Liability Coverage Form SS0008, attached to this policy.

## CERTIFICATE HOLDER

City & Board of Ed of Waterbury  
 235 GRAND ST  
 WATERBURY CT 06702-1915

## 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

*Susan L. Castaneda*

© 1988-2015 ACORD CORPORATION. All rights reserved.



**Date: June 16, 2021**

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

**Re: Approval Request of Amendment #1 in Partnership Agreement** between the City of Waterbury and Relay Graduate School of Education

Dear Honorable Commissioners:

The Human Capital Department has established a contract with Relay Graduate School of Education (GSE), CRT21-06 for the next three years. This Agreement and attendant document provides for existing employees such as paraprofessionals and substitute teachers to attain teaching certification through a non-traditional route. Upon program completion, candidate agrees to accept a teaching position in Waterbury if WPS makes candidate an offer of employment.

We are respectfully requesting that the contract for Relay (GSE) be amended to include the following requested items from Relay which include no additional costs to Waterbury Public Schools:

- **Relay's Obligations and Entitlements** This section references Appendix A. Relay's Student Handbook will be updated for SY22-23 by June 2022 and will be provided to the Partner at that time
- **School Authorization Form** This section references Appendix B. Relay's School Authorization Form will be updated for SY22-23 by June 2022 and will be provided to Partner at that time.
- **Partner Implementation Guide** An updated Partner Implementation Guide will be provided upon request from the Partner
- **Annual Tuition** This section references Exhibit A, which outlines Annual Tuition. Please see the update to Exhibit A on page 2. Master of Arts in Teaching and Certification Program \$12,000/year. Candidates are eligible for federal aid Graduate Certification Program (residency) for Secondary Area candidates \$12,000/year. Candidates might be eligible to receive a Relay Scholarship or AmeriCorps and lower their out of pocket responsibility to \$6,000.
- **Student Data** The Relay Research team contact has switched from Anne-Marie Hoxie to Daniel Stuckey (Vice Provost of Research and Data, dstuckey@relay.edu). Additionally, they have updated the language in 3.c.i) to read, "Employment data up to ten years after graduation from Relay, including but not limited to school name, principal name, courses taught, teacher attendance, performance ratings, and tenure status;"



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

Respectfully Submitted,



Juan Mendoza  
Assistant Superintendent  
236 Grand St., Room 309  
(203) 574-8109

Attachment

cc: Attorney *Kara Summa*

## **AMENDMENT TO PARTNER AGREEMENT**

This AMENDMENT ("Amendment") to the PARTNERSHIP AGREEMENT (the "Agreement") dated as of 05/01/2021, is made and entered into by and between Waterbury Public Schools ("Partner") and Relay Graduate School of Education ("Relay") (each a "Party" and collectively the "Parties") dated as of 02/11/22 (the "Effective Date"). The Amendment reflects changes to be incorporated or replaced in the Agreement.

### **I. 1. Relay's Obligations and Entitlements**

This section references Appendix A, the Relay Student Handbook. Relay's Student Handbook will be updated for SY22-23 by June 2022 and will be provided to the Partner at that time.

### **II. 2.5 School Authorization Form**

This section references Appendix B, the School Authorization Form. Relay's School Authorization Form will be updated for SY22-23 by June 2022 and will be provided to Partner at that time.

### **III. 2.7.4 Partner Implementation Guide**

An updated Partner Implementation Guide will be provided upon request from the Partner.

### **IV. 4.2 Annual Tuition**

This section references Exhibit A, which outlines Annual Tuition. Please see the update to Exhibit A on page 2 below, which outlines SY22-23 Relay Tuition.

### **V. 6 Student Data**

The Relay Research team contact has switched from Anne-Marie Hoxie to Daniel Stuckey (Vice Provost of Research and Data, [dstuckey@relay.edu](mailto:dstuckey@relay.edu)).

Additionally, we have updated the language in 3.c.i) to read, "Employment data up to ten years after graduation from Relay, including but not limited to school name, principal name, courses taught, teacher attendance, performance ratings, and tenure status;"


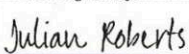
## EXHIBIT A – ANNUAL TUITION AGREEMENT

As referenced in the Amendment to Partner Agreement, dated 5/1/2021 between Waterbury Public Schools ("Partner") and Relay Graduate School of Education ("Relay"), (as amended and renewed from time to time, the "Partner Agreement"), Partner agrees and acknowledges that the applicable Relay tuition for the academic term is that indicated below, and that all terms and conditions of the original Partner Agreement still apply:

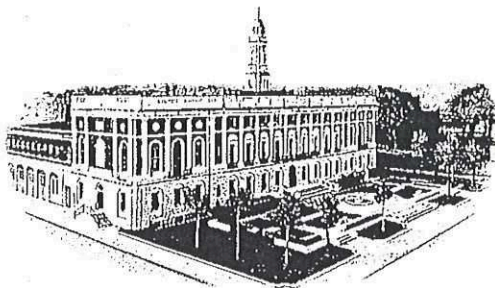
AY22-23 Programs	2022-2023 Tuition
Master of Arts in Teaching and Certification Program	\$12,000/year* *candidates are eligible for federal aid
Graduate Certification Program (residency) for Secondary Area candidates	\$12,000/year** **candidates might be eligible to receive a Relay Scholarship or AmeriCorps and lower their out of pocket responsibility to \$6,000

Except as expressly amended herein, the Agreement shall remain in full force and effect according to its original terms.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date of final signature below.

Relay Graduate School of Education	PARTNER
DocuSigned by:  Signature <small>0DD1C1FB3C614A1...</small>	Signature
DocuSigned by:  Print Name <small>0DD1C1FB3C614A1... 3F</small>	Print Name
Chief Financial and Operating Officer President Title	Title
6/1/2022 Date	Date

KEVIN McCaffery  
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

To: Juan Mendoza, Assistant Superintendent

From: Kevin McCaffery, Director of Purchasing *km*

Subject: Waiver Request – Amendment #1 to Agreement with Relay Graduate School of Education (GSE)

Date: May 23, 2022

---

I have reviewed the information provided by Juan Mendoza, Assistant Superintendent, concerning the above amendment.

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

- (B) (1) The amendment is consistent with the scope of the original procurement.
- (2) Soliciting qualifications, proposals or competitive bids for purchase would:
  - (a) Cause a hardship for the City of Waterbury

Therefore, it is my opinion to proceed with the amendment with the above-mentioned vendor.





# Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8000

Juan Mendoza  
Assistant Superintendent  
Human Capital and Talent Development

Date: May 23, 2022

Sent Electronically

To: Director of Finance Kevin McCaffery

From: Juan Mendoza

Subject: Contract Amendment for Relay Graduate School of Education (GSE)

Greetings Mr. McCaffery,

The Human Capital Department has established a contract with Relay Graduate School of Education (GSE), CRT21-06 for the next three years. This Agreement and attendant document provides for existing employees such as paraprofessionals and substitute teachers to attain teaching certification through a non-traditional route. Upon program completion, candidate agrees to accept a teaching position in Waterbury if WPS makes candidate an offer of employment.

We are respectfully requesting that the contract for Relay (GSE) be amended to include the following requested items from Relay:

- **Relay's Obligations and Entitlements** This section references Appendix A. Relay's Student Handbook will be updated for SY22-23 by June 2022 and will be provided to the Partner at that time
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- **Annual Tuition** This section references Exhibit A, which outlines Annual Tuition. Please see the update to Exhibit A on page 2. Master of Arts in Teaching and Certification Program \$12,000/year. Candidates are eligible for federal aid Graduate Certification Program (residency) for Secondary Area candidates \$12,000/year. Candidates might be eligible to receive a Relay Scholarship or AmeriCorps and lower their out of pocket responsibility to \$6,000.
- **Student Data** The Relay Research team contact has switched from Anne-Marie Hoxie to Daniel Stuckey (Vice Provost of Research and Data, dstuckey@relay.edu). Additionally, they have updated the language in 3.c.i) to read, "Employment data up to ten years after graduation from Relay, including but not limited to school name, principal name, courses taught, teacher attendance, performance ratings, and tenure status;"

The aforementioned services and materials are consistent with the scope of the previously signed procurement agreement between the City of Waterbury and Relay (GSE). As Section 39.073 does not require bidding if the said contract is consistent with the scope and sequence of the original procurement of services. With your permission we would like to amend the Relay



# *Waterbury Public Schools*

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8000

Juan Mendoza  
Assistant Superintendent  
Human Capital and Talent Development

(GSE) contract to include the requested items. Please feel free to contact our office with any questions regarding this request.

Thank you for your time and consideration,

Sincerely,

Juan Mendoza  
Assistant Superintendent  
236 Grand St., Room 309  
(203) 574-8109

## **AMENDMENT TO PARTNER AGREEMENT**

This AMENDMENT ("Amendment") to the PARTNERSHIP AGREEMENT (the "Agreement") dated as of 05/01/2021, is made and entered into by and between Waterbury Public Schools ("Partner") and Relay Graduate School of Education ("Relay") (each a "Party" and collectively the "Parties") dated as of **02/11/22** (the "Effective Date"). The Amendment reflects changes to be incorporated or replaced in the Agreement.

### **I. 1. Relay's Obligations and Entitlements**

This section references Appendix A, the Relay Student Handbook. Relay's Student Handbook will be updated for SY22-23 by June 2022 and will be provided to the Partner at that time.

### **II. 2.5 School Authorization Form**

This section references Appendix B, the School Authorization Form. Relay's School Authorization Form will be updated for SY22-23 by June 2022 and will be provided to Partner at that time.

### **III. 2.7.5 Partner Implementation Guide**

An updated Partner Implementation Guide will be provided upon request from the Partner.

### **IV. 4.2 Annual Tuition**

This section references Exhibit A, which outlines Annual Tuition. Please see the update to Exhibit A on page 2 below, which outlines SY22-23 Relay Tuition.

### **V. 6 Student Data**

The Relay Research team contact has switched from Anne-Marie Hoxie to Daniel Stuckey (Vice Provost of Research and Data, [dstuckey@relay.edu](mailto:dstuckey@relay.edu)).

Additionally, we have updated the language in 3.c.i) to read, "Employment data up to ten years after graduation from Relay, including but not limited to school name, principal name, courses taught, teacher attendance, **performance ratings**, and tenure status;"



**PARTNER AGREEMENT**  
**between**  
**Relay Graduate School of Education**  
**and**  
**The City of Waterbury, Connecticut**

This PARTNERSHIP AGREEMENT (the “Agreement”) dated as of 5/1/2021 (the “Effective Date”) is made and entered into by and between the City of Waterbury on behalf of the Waterbury Public Schools (“City” or “Partner”) and Relay Graduate School of Education (“Relay”) (each a “Party” and collectively the “Parties”).

Partner and Relay intend to prepare high quality teachers to teach in partner school(s). Relay and Partner share a mutual vision for how world class teacher preparation can directly lead to improved PK-12 student academic outcomes; and

Partner is a school committed to providing excellent instruction to PK-12 students; and

Relay is a national, accredited graduate school of education that provides state-approved teacher certification and master’s coursework leading to a state teaching credential and Master of Arts in Teaching degree; and

Relay and Partner will work together to prepare teachers (also herein referred to as “Student Teachers”), which may include one or more of the following teacher preparation programs: The Relay Connecticut Graduate Certification Program, and/or Master of Arts in Teaching Program.

So, the Parties agree as follows:

**1. Relay’s Obligations and Entitlements**

- 1.1. Admissions & Enrollment: Relay will determine eligibility for admissions and enrollment and reserves the right to deny partner candidates admissions if candidates do not meet Relay’s admissions requirements. Admissions & Enrollment requirements may vary by program and state and can be found in the Student Handbook, linked as Appendix A.
- 1.2. Program Delivery: Relay will deliver instructional Programs that are designed to prepare teachers and school leaders to provide excellent class instruction for PK-12 students. A list of Relay’s courses can be found in the Student Handbook, linked as Appendix A.
- 1.3. Certification & Degree Completion: Where applicable, Relay will communicate certification requirements, provide the required coursework, maintain certification paperwork, and recommend candidates for certification when they meet requirements for certification. Partner acknowledges that the Relay program is only one component

of obtaining state certification and, ultimately, the attainment of certification is under the purview of the state regulatory body. Relay will grant degrees to candidates who successfully complete coursework toward the M.A.T. degree and fulfil all obligations to Relay. Certification requirements can be found in Relay's Student Handbook and Program Guide, linked as [Appendix A](#).

- 1.4. Partnership Operations: Relay will assign a point person to be the primary point of contact with Partner. Relay will provide regular updates regarding candidate progress in the program.

## 2. Partner's Obligations and Entitlements

- 2.1. Admissions & Enrollment: Partner will identify candidates that meet Relay's admissions and enrollment requirements. Partners will work to identify an accurate number of candidates for Relay's programs, which begin a new cohort each summer, by January of each academic year prior to enrollment, to inform Relay's program planning and delivery. If a Partner is using Relay's recruitment services, enrollment targets are due a year in advance, in August, to give a full year to the recruitment and enrollment process.
- 2.2. Employer-Employee Relationship: Partner will be responsible for compensating students with a full-time salary and benefits package comparable to other novice teachers in their city of residence. Partner acknowledges and understands there is no employment relationship between Relay and students, unless mutually agreed to between Relay and student(s) in a separate written contract.
- 2.3. Program Delivery: Partner will support students to the extent reasonable in completing their Relay course requirements and program obligations (e.g. completing assessments, certification exams, or AmeriCorps paperwork).
- 2.4. Partner understands and acknowledges that if students fail to meet Relay's academic requirements, students may be dismissed from Relay, which might mean losing their teaching certification.
- 2.5. Partner will sign the School Authorization Form and abide by the terms of [Sections 6 and 7](#) of this Agreement. A copy of this form is linked as [Appendix B](#).
- 2.6. Partner will permit students to videotape in their PK-12 classroom and/or record virtual instruction throughout their enrollment in the program, for purposes of improving their effectiveness at delivering high quality instruction. Partner will assist Students in obtaining all required media releases if necessary.
- 2.7. Relay Residency Program Partner Agreements
  - 2.7.1. Partner will assign a Resident Advisor to Residents (if the Partner has Residents) that meets state requirements for mentor or supervising teachers, if applicable.



- 2.7.2. Partner agrees to release Residents from school-based duties for Deliberate Practice sessions once per week for 3 hours, **if applicable**.
- 2.7.3. The mutual goal of the Residency program is for Resident teachers to become lead teachers within a Partner school at the beginning of the second year. While the Partner is not required to hire all Residents into lead teacher roles prior to Year 2 of the program, the Partner is responsible for timely communication to Relay and Residents about their intent to hire a Resident into full-time teaching roles and to create a fair and transparent process for hiring.
3. **Partnership Operations**: Partner will designate a person who will be authorized to give approvals and consents on Partner's behalf for purposes of this Agreement ("Partner Designee"). Relay will deal primarily with the Partner Designee in connection with such matters. The Partner Designee will attend regular meetings with Relay to assess the progression of the partnership.
4. **Tuition, Fees & Payment**
- 4.1. Partner understands that students (or Partner on behalf of students, if Partner has opted in to tuition sponsorship) are responsible for all tuition and certification fees. Partner understands that students may be removed from the program for failure to pay tuition, and that students and Partner (**if Partner has opted in to tuition sponsorship**) must abide by the terms and conditions of tuition and financial aid outlined in all relevant documents such as the Student Handbook, Enrollment Agreement, and Financial Aid Letter.
- 4.2. Partner understands and acknowledges that Relay charges students an annual tuition amount for the cohort entering each school year, and that the amount may change each year. The amount of tuition will be communicated annually by Exhibit A. If Partner has opted into tuition sponsorship, Partner and Relay agree that Partner may choose to terminate this Agreement, with 60 days of notice in advance of the then-current Term (in accordance with Section 8), if Partner does not agree to the annual tuition in Exhibit A.
- 4.3. If Partner elects to pay tuition directly to Relay on behalf of students, Partner will execute a **separate Tuition Sponsor Agreement** indicating the number and amount of student tuition that will be sponsored.
5. **AmeriCorps (if applicable)**: The Relay Teaching Residency is an AmeriCorps program. Relay requires that all eligible students at Partner school(s) apply to become AmeriCorps members. Partner agrees to serve as an AmeriCorps host site for the Relay Teaching Residency Program. Appendix C serves as the AmeriCorps Service Site Agreement. Partner agrees to abide by the program regulations as listed in the Service Site Agreement, and sign the MOU acknowledging that AmeriCorps member(s) serve at their school before a student

can be enrolled in the AmeriCorps program. Partner acknowledges that in rare instances students may have AmeriCorps state-mandated service events that may require them to report to a different service site. Additionally, Partner agrees to furnish copies of background checks or a signed memorandum confirming they have conducted and reviewed background checks for their teacher(s) if requested by Relay.

**6. Student Education Records & Student Data Privacy:**

- 6.1. Family Educational Rights and Privacy Act ("FERPA" 20 U.S.C. §1232g and related regulations, 34 C.F.R. §99)
  - 6.1.1. Partner agrees to provide PK-12 achievement data to Relay while Student Teachers are employed at Partner school, for purposes of longitudinal student achievement assessment. In doing so, Partner will comply by FERPA and all other relevant data privacy laws. Partner will abide by terms of the Data Use Agreement, as attached as Appendix D: Data Use Agreement.
  - 6.1.2. Under certain Programs, by and between Partner and Relay, Relay will have access to and/or store on its servers educational records and personally identifiable information of graduate students who have registered with Relay and PK-12 students who attend the Partner schools ("**Student Information**"), as to which Relay and Partner may have certain obligations under the FERPA and its supporting regulations.
  - 6.1.3. Partner acknowledges and agrees that Relay may collect and maintain Student Information, including statistics, as permitted under this Agreement, the Data Use Agreement and any applicable Program, in a form that does not specifically identify any Partner or any individual ("**Anonymous Usage Information**"). Relay shall be free to use and disclose Anonymous Usage Information for the purposes of improving Relay's products and services and Relay's other business purposes, both during and the after the Termination Date.
  - 6.1.4. Relay is under the direct control of Partner with respect to Personally Identifiable Information, as defined under FERPA, from Partner.
  - 6.1.5. Relay is subject to and will comply with all FERPA requirements governing the use and redisclosure of Personally Identifiable Information from Partner, including without limitation the requirements of 34 CFR § 99.33(a).
  - 6.1.6. Relay will not use or disclose any Personally Identifiable Information from a Partner except as permitted by this Agreement or the Programs, as required by law, or as otherwise authorized by Partner in writing.
  - 6.1.7. Relay will store and process Student Information in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Student Information from unauthorized access, disclosure and use. If Relay experiences a security breach concerning any Student's



Information, Relay will promptly notify Partner and take commercially reasonable steps to limit and mitigate such security breach.

- 6.2. **Student Data Privacy.** All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, Relay or the Student Teacher.
- 6.2.1. The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of Relay 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 Relay 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 Relay 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 Relay 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.
- 6.2.2. Relay and/or the Student Teacher shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.
- 6.2.3. 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 Relay or the Student Teacher receives a request to review Student Data in Relay's or the Student Teacher's possession directly from a student, parent, or guardian, Relay 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. Relay 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 Relay or the Student Teacher, and correct any erroneous information therein.
- 6.2.4. Relay and the Student Teacher shall take actions designed to ensure the security and confidentiality of student data.
- 6.2.5. Relay 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:
- 6.2.6. Upon discovery by Relay or the Student Teacher of a breach of Student Data, Relay 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.

- 6.2.7. Student Data shall not be retained or available to Relay upon expiration of the contract between Relay and City, or to the Student Teacher at the expiration of his or her Student Teaching term except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with Relay after the expiration of such contract for the purpose of storing student-generated content.
- 6.2.8. Relay, 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.
- 6.2.9. Relay 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.
- 6.2.10. 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.

## 7. Intellectual Property:

- 7.1. Partner acknowledges and agrees that Relay shall be the sole and exclusive owner of The Relay Teaching Residency, Alternative Route to Certification program, Master of Arts in Teaching program, Teaching Exceptional Learners program and any other programs (collectively, the "Programs") provided under this Agreement and any other inventions, works or other materials that are created, conceived or reduced to practice by Relay in connection with the this Agreement, together with all intellectual property rights embodied therein (collectively, the "Relay IP").
- 7.2. Except as otherwise set forth in this Agreement, the school and its teachers and students shall not have any ownership, license or other interest in any Relay IP. Relay hereby grants the school and its teachers and students a limited and non-exclusive license to use the Relay IP solely for non-commercial and educational use while enrolled in the Programs under this agreement.

## 8. Term and Termination:

- 8.1. This Agreement together with the its appendices and schedules (a) represents the entire understanding between the Parties with respect to its subject matter and (b) supersedes all contemporaneous and previous statements, representations, agreements, and understandings between the parties, whether oral, written, or otherwise memorialized, that relate to the subject matter of this Agreement. All prior agreements, understandings, representations, warranties, and negotiations between the Parties about the subject matter of this Agreement shall merge into the Agreement.



8.2. The term of this Agreement begins on the Effective Date and will continue for a period of **three (3) years** unless earlier terminated in accordance with this Agreement. Section 8 (the "Initial Term").

8.3.

8.3. **Termination.** Relay and Partner shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to the other party. Upon any termination of this Agreement and/or any termination or expiration of an Program, the following provisions will apply (except with respect to any Surviving Agreements):

8.3.1. Partner will pay Relay for any amounts payable hereunder for services actually performed by Relay or Program fees actually incurred, as of and through the effective date of such termination or expiration;

8.3.2. Except as otherwise expressly provided in this Agreement, all rights and licenses granted hereunder by either Party to the other Party with the exception of Partner's license to use Relay IP, will immediately cease, including, but not limited to, all use by Partner of Relay IP and New IP; and

8.3.3. Each Party will either return to the other Party or provide the other Party with written certification of the destruction of all documents, computer files and other materials containing any Confidential Information (as defined below) of such other Party that are in the first Party's possession or control.

## 9. **City of Waterbury Required Provisions.**

9.1. **Discriminatory Practices Prohibited.** In performing this Agreement, Relay, shall not discriminate against any Teacher or Student Teacher employee or applicant, with respect to his or her admission, admission to the Program, 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, Relay 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, sexual orientation, gender identity or association, 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.

9.1.1. 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.

9.2. City of Waterbury's Ethics Code Ordinance. Relay hereby acknowledges it is responsible for familiarizing itself with and adhering to Chapter 39 of the City's Ordinance regarding, Ethics and Conflicts of Interest. The text of Chapter 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 Revised 12/31/19". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

9.3. Prohibition Against Gratuities and Kickbacks (§39.042 of City's Code of Ordinances). No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or purchase order, or to any solicitation or proposal therefore.

No person shall make any payment, gratuity, or offer of employment as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime contractor or higher tier subcontractor or any person associated therewith, under contract or purchase order to the City.

The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.

9.4. Prohibition Against Contingency Fees (§39.47 of City's Code of Ordinances). Relay 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.



10. **Other Terms & Conditions**

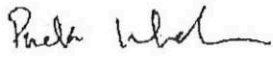
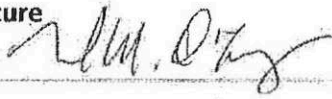
- 10.1. **Modifications and Waivers.** No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by the Partner and by an authorized representative of Relay. No failure by Relay to insist upon the strict performance of any term, covenant, agreement or provision of this Agreement or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by Relay of services during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term, covenant, agreement or provision.
- 10.2. **Entire Agreement.** No other agreements, representations or understandings (whether oral or written) which are not expressly set forth in this Agreement have been made or entered into by either Party with respect to the subject matter of this Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof.
- 10.3<sup>5/1/2021</sup>. **Confidentiality.** The Parties acknowledge that, during the term of this Agreement, they will disclose certain Confidential Information to each other. For purposes of this provision, Confidential Information shall include but not be limited to personal and educational information about the students attending Partner schools as well as the students of Relay, and proprietary information about Relay operations and business plans not readily available to the public. Confidential Information shall include information covered by other provisions of this Agreement and information protected by federal, state and local law, including FERPA. Each Party agrees that neither it nor its employees shall disclose or use Confidential Information except as strictly necessary to perform the obligations under this Agreement. Each Party shall protect the other Party's Confidential Information using the same standard of care it uses to protect its own confidential and proprietary information, but in any event not less than a reasonable standard of care.
- 10.4. **Indemnity.** To the extent permitted by law, the Parties agree to indemnify, defend and hold harmless each other, and their respective successors, assigns, trustees, directors, officers, employees, agents and students from and against all actions, causes of action, claim, losses, and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorneys' fees), whether known or unknown, present or future, that arise from or are connected with the provision of services under this Agreement, except as to those acts, errors and omissions that are due to the sole negligence of the party to be indemnified.
- 10.5. **Severability.** If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provisions or part shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance

with the provisions of this section, then such stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is possible.

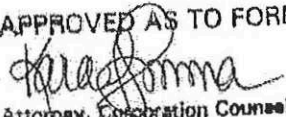
- 10.6. **Non-Assignment.** Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by either Party without the prior written consent of the other Party, and any such assignment that is not consented to shall be null and void.
- 10.7. **Independent Parties.** The Parties are independent contractors and do not intend that any agency, partnership, joint venture, or exclusive relationship is created between the Parties by this Agreement.
- 10.8. **Construction.** The headings of sections contained in this Agreement are for convenience only, and they do not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.
- 10.9. **Governing Law and Venue.** 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 and the federal and state courts located in Connecticut shall have sole and exclusive jurisdiction to construe and enforce the Agreement.
- 10.10. **Compliance with the Law.** Partner and Relay shall comply with the applicable federal, state and local laws and regulations governing the respective Parties, including without limitation, FERPA, civil rights and non-discrimination, and mandatory reporting of child abuse. In the event that either Party learns of a potential or actual lack of meaningful compliance, the Party shall give notice to the other Party promptly and work to achieve compliance.
- 10.11. **Notice.** Any notice, demand, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered to the address of an appropriate representative of such Party.

*[Remainder of page intentionally blank; signature page follows]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Relay Graduate School of Education	Waterbury PS
Signature 	Signature 
Pamela Inbasekaran Print Name	Mayor Neil M. O'Leary Print Name
Executive Vice President Title	Mayor of the City of Waterbury Title
Type text here	
Date 5/1/2021	Date 7/6/21

[Next: Appendix A to D]

APPROVED AS TO FORM  
  
Attorney, Corporation Counsel's Office

Appendix A - Student Handbook/Program Guide

Appendix B: School Authorization Form

Appendix C: AmeriCorps Service Site Agreement

Appendix D: Data Use Agreement (next page)



## APPENDIX D

### DATA USE AGREEMENT

This Data Use Agreement (the "**Agreement**") is made and entered into as of the Effective Date of the parent MOU between Relay and Partner (each a "**Party**" and collectively the "**Parties**").

**WHEREAS**, the Parties share the interest of better preparing educators to lead their students to remarkably positive academic and life outcomes;

**WHEREAS**, the Family Educational Rights and Privacy Act ("**FERPA**") (20 USC § 1232g; 34 CFR Part 99) makes confidential personally identifiable student information in education records and, subject to certain exceptions, prohibits the disclosure of such information to third parties;

**WHEREAS**, Relay has a need to study the effectiveness of its programs in order to improve its instruction, as referenced in 34 CFR § 99.31(a)(6)(i)(C);

**WHEREAS**, the Partner may also benefit from instructional improvements resulting from Relay's aforementioned studies; and

**WHEREAS**, 34 CFR § 99.31(b)(1) enables the Partner to share certain information with Relay to support Relay's instructional-improvement-related studies;

**NOW, THEREFORE**, the Parties agree as follows:

**1. Statement of Purpose.**

- a. **Research Rationale.** As part of the Partner's ongoing efforts to improve its quality of instruction and raise student achievement, the Partner will engage, enroll, and support some of its employed teachers as students in Relay's training and educational programs. In order to assess the effectiveness and impact of Relay's programs on the quality of instruction of Partner's teachers and the achievement of Partner's students, Partner will provide Relay with access to certain Partner Data as described in this Agreement.
- b. **Research Questions.** The Partner Data will be used by Relay to determine whether teachers' participation in Relay's programs enhances teachers' quality of instruction and student achievement (the "**Research**"). These insights will assist the Partner in evaluating its efforts to increase instructional efficacy among its teachers and academic achievement among its students.

**2. Term and Termination.**

All applicable terms and conditions in the accompanying MOU are incorporated into this agreement.

- a. **Term.** This Agreement takes effect upon the Effective Date of the parent MOU executed between the Parties and shall remain in effect until three years (36 months) from the date of this agreement, or until terminated by either Party, whichever occurs first (the "Term"). At least sixty (60) days prior to the expiration of the Term, the Parties shall work together in good faith to re-evaluate this Agreement to consider renewal and/or renegotiation of the terms as appropriate.
  - b. **Termination for Convenience.** Either Party may terminate this Agreement for any reason or for no reason by providing thirty (30) days written notice to the other Party.
3. **Data Disclosure.** To support Relay's Research, the Partner agrees to share with Relay certain data files and fields (the Partner Data, as defined below). To facilitate the Partner's preparation of the Partner Data, Relay shall provide the Partner with certain data to identify Relay-trained educators (the Relay Data, as defined below).
  - a. **Scope of Relay Data Sharing.** Relay agrees to share with Partner the following data to identify Relay-trained educators employed by the Partner (the "Relay Data"):
    - i. Name;
    - ii. Date of birth; and
    - iii. School where last employed.
  - b. **Timing of Relay Data Sharing.** Relay agrees to provide the Relay Data to Partner on July 1st of each calendar year that this Agreement is in effect.
  - c. **Scope of Partner Data Sharing.** The Partner agrees to share with Relay the following data files and fields (the "Partner Data") for the current academic year as well as the prior two academic years (i.e., 2016-2017 and 2017-2018, as available). Partner agrees to provide Relay with the following Partner Data for *all* teachers in the schools where Relay-trained educators are employed (i.e., not only for Relay-trained educators in the schools where they work, but *also* for non-Relay-trained educator peers working in the same schools).
    - i. Employment data up to ten years after graduation from Relay, including but not limited to school name, principal name, courses taught, teacher attendance, and tenure status;
    - ii. Teacher demographic information (e.g., gender, race/ethnicity);

- iii. Individual student achievement test results with linkage to teachers (provided at the student level and de-identified to ensure that no personally identifiable data about P-12 students are included); and
  - iv. Individual student records detailing demographics (e.g., gender, race/ethnicity), and school attendance.
- d. **Timing of Partner Data Sharing.** Partner agrees to provide the Partner Data to Relay within one month of when the data are available or by August 15th of each calendar year that this Agreement is in effect, whichever occurs first.
- e. **De-Identification of Partner Data.** In order to minimize the amount of personally identifiable information ("PII") transported outside of Partner's systems, Partner will, or will work with Relay to, remove PII elements for non-Relay-trained teachers and for P-12 students before the Partner Data are transferred to Relay.

4. **Confidentiality.**

- a. **Compliance with Relevant Laws.** This Agreement is entered into by Relay and the Partner in accordance with the provisions of FERPA, its implementing regulations, and any applicable state laws (the "Relevant Laws"). In particular, the Parties acknowledge that all Partner Data and Relay Data that include PII contained in or derived from education records and/or teacher evaluations are deemed confidential pursuant to Relevant Laws.
- b. **Confidentiality of Partner Data.** Relay agrees that it shall not disclose the Partner Data to any third party:
- i. Without the Partner's prior, written permission; and
  - ii. In a manner that violates the terms of Relevant Laws.
  - iii. Notwithstanding these confidentiality obligations, Partner acknowledges that Relay outsources to contractors ("Research Contractors") some of its Research functions as permitted by 34 CFR § 99.31(a)(1)(i)(B), that Relay's Research Contractors are bound by similar confidentiality obligations (as per Section 5.3) and by FERPA, and that Relay may disclose Partner Data to its Research Contractors in order to produce the Research.
- c. **Confidentiality of Relay Data.** Partner agrees that it shall not disclose the Relay Data to any third party:
- i. Without Relay's prior, written permission; and
  - ii. In a manner that violates the terms of Relevant Laws.



- d. **Survival of Confidentiality Obligations.** The terms of this Section 4 shall survive any expiration or termination of this Agreement.

5. **Restrictions on Use.**

- a. **Use of Partner Data Solely to Support Research.** Relay agrees to collect and use any Partner Data disclosed by the Partner solely for the purposes of the Research pursuant to this Agreement. Relay understands that this Agreement does not convey any ownership rights of the Partner Data to Relay.
- b. **Use of Relay Data Solely to Support Research.** Partner agrees to collect and use any Relay Data disclosed by Relay solely for the purposes of the Research pursuant to this Agreement. Partner understands that this Agreement does not convey any ownership rights of the Relay Data to the Partner.
- c. **Limited Access.** Each Party shall limit access to the other Party's confidential information to individuals working on the Research with legitimate interests in the information and on a need-to-know basis.
- d. **Survival of Restrictions on Use.** The terms of this Section 5 shall survive any expiration or termination of this Agreement.

6. **Reports.**

- a. **Review Period.** In order to protect the confidentiality of the Partner Data per Section 4, Relay agrees to provide to Partner any proposed publications or presentations which are to make public any findings, data, or results of the Research under this Agreement for Partner's review and comment at least fourteen (14) calendar days prior to submission of a manuscript or abstract for publication or the date of the presentation, provided that such review shall be limited to the identification of confidential information contained in the publication. If Relay does not receive a written response from Partner after fourteen (14) calendar days regarding Relay's advisory under this Section 6(a), then Relay shall have the right to publish. For the avoidance of doubt, once a work has been reviewed, the content may be disclosed in substantially the same form on multiple occasions without additional review by Partner.
- b. **Ownership.** Relay shall own the copyright in any works it originally authors under this Agreement.

- 7. **Liaison Officials.** Relay's and the Partner's liaisons for the implementation of this Agreement are as follows. For the avoidance of doubt, this Agreement may not be modified or altered by the following liaisons—rather, this Agreement may only be modified or altered by the signatories at the bottom of this Agreement or by other duly authorized representatives of the Partner and Relay.



Anne-Marie Hoxie  
Chief Research Officer  
Relay Graduate School of Education  
40 W. 20th St.  
Seventh Floor  
New York, NY 10011  
ahoxie@relay.edu  
212-228-1888

Name	Title
Partner Organization Name	
Address 1	
Address 2	
City, State	Zip Code
Email Address	
Phone Number	

8. **General.**

- a. **Entire Agreement.** This Agreement expresses the entire agreement of the Parties and shall not be modified or altered except in writing executed by duly authorized representatives of the Partner and Relay, and in a manner consistent with Relevant Laws.
- b. **Independent Parties.** The Parties are independent contractors and do not intend that any agency, partnership, joint venture, or exclusive relationship is created between the Parties by this Agreement. Nothing in this Agreement shall be construed as obligating the Parties to enter into any subsequent agreement or relationship.
- c. **Headings.** The headings preceding the various sections and paragraphs of this Agreement are intended solely for the convenience of the Parties and shall not be deemed relevant in the construction of this Agreement or its terms.

[Next: Exhibit A]

Exhibit A: Annual Tuition

**EXHIBIT A – ANNUAL TUITION AGREEMENT**

As referenced in the Partner Agreement, dated \_\_\_\_\_ between **Waterbury Public Schools ("Partner")** and Relay Graduate School of Education ("**Relay**"), (as amended and renewed from time to time, the "**Partner Agreement**"), Partner agrees and acknowledges that the applicable Relay tuition for the academic term is that indicated below (**a separate Tuition Sponsor Agreement** will be signed IF Partner opts for covering this cost) and that all terms and conditions of the Partner Agreement still apply:

<b>Program</b>	<b>Tuition Out of Pocket</b>
Master of Arts in Teaching Program and Certification	<b>\$10,500/year</b>
Graduate Certification Program only	<b>\$6,000</b>

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**WATERBURY PUBLIC SCHOOLS**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RELAY GRADUATE SCHOOL OF EDUCATION**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXECUTIVE SUMMARY**

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

**FROM:** Rosh Maghfour, Interim Chief Operating Officer *RM*

**DATE:** June 30, 2022

**SUBJECT:** Contract with Ambassador Wheelchair Services, Inc. (Ambassador) to provide Bus Transportation for Medically Fragile Students and/or Students with Disabilities and/or McKinney-Vento Students for Waterbury Public Schools

We respectfully request your approval of the contract with Ambassador Wheelchair Services, Incorporated, to provide Bus Transportation for Medically Fragile Students and/or Students with Disabilities and/or McKinney-Vento Students for Waterbury Public Schools in an amount not to exceed \$2,025,000 over a three-year period; \$650,000 for 2022-2023, \$675,000 for 2023-2024 and \$700,000 for 2024-2025. This contract was initiated under the Request for Proposal process (RFP #7255). Two companies responded to the RFP: Ambassador Wheelchair Services, Inc. and Coordinated Transportation Solutions, Inc.; and Ambassador Wheelchair Services, Inc. was the lowest responsible qualified proposer. The project is funded through the general fund.

The term of the contract is for three years beginning on September 1, 2022 through August 31, 2025. The Department has used Ambassador in the past and is pleased with the services they provide. The contract has been developed by Corporation Counsel and is attached for your review.

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.

Attachments (3)

cc: Jeffrey Hunter, Doreen Biolo, File

# **PROFESSIONAL SERVICES AGREEMENT**

**RFP No. 7255**

**for**

**Transportation Services for Medically Fragile Students  
and/or Students with Disabilities and/or McKinney-Vento  
Eligible Students for Waterbury Public Schools**

**between**

**The City of Waterbury, Connecticut**

**and**

**Ambassador Wheelchair Services, Inc.**

**THIS AGREEMENT** (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and AMBASSADOR WHEELCHAIR SERVICES, INC. (the "Contractor"), located at 5 Glastonbury Avenue, Rocky Hill, Connecticut 06067, a State of Connecticut duly registered domestic corporation. (Jointly referred to as the "Parties" to this Agreement.)

**WHEREAS**, the Contractor submitted a proposal to the City responding to **RFP No. 7255** for Transportation Services for Medically Fragile Students and/or Students with Disabilities and/or McKinney-Vento Eligible Students for Waterbury Public Schools; and

**WHEREAS**, the City selected the Contractor to perform services regarding **RFP No. 7255**; and

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

## **NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

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

**1.1.** The Project consists of Transportation Services for Medically Fragile Students and/or Students with Disabilities and/or McKinney-Vento Eligible Students for Waterbury Public schools as including, but not limited to, roundtrip transportation services and the furnishing of equipment, training, and personnel, specific to perform the required transportation of these students within the boundaries of Waterbury, out of district to

Waterbury, and from Waterbury to locations out of district daily on all school calendar days, including any extended day or year schedule; Contractor shall also confirm opening and pick up times with the Waterbury Transportation Coordinator and further agrees no student shall be dropped off at any schools more than thirty (30) minutes prior to the school's opening and no student shall be picked up more than fifteen (15) minutes after the close of any school (Contractor will be subject to a \$25.00 fee per school for dropping off and picking up students outside aforementioned acceptable time frames); as is all further 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 Addendum #1 to RFP No. 7255, consisting of 2 pages (excluding attachment), attached hereto;
- 1.1.2 City's Request for Proposal, consisting of 9 pages (excluding attachments), attached hereto;
- 1.1.3 Scope of Services (Attachment E to RFP No. 7255), consisting of 2 pages, attached hereto;
- 1.1.4 Contractor's Response/Proposal and Cost Proposal to RFP No. 7255, dated May 31, 2022, consisting of 5 pages (excluding RFP document, sample contract, and contract compliance documents), attached hereto;
- 1.1.5 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference)
- 1.1.6 Contractor's completed City Contract Compliance Documents, consisting of 10 pages, attached hereto;
- 1.1.7 Certificates of Insurance, incorporated by reference;
- 1.1.8 Any and all Licenses, incorporate by reference;
- 1.1.9 All applicable Federal, State, and local statutes, regulations charter and ordinances.

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 amendment(s) and Change Orders
- 1.2.3 Addendum #1 to RFP No. 7255
- 1.2.4 This Contract
- 1.2.5 Scope of Services
- 1.2.6 RFP No. 7255
- 1.2.7 Contractor's Response/Proposal to RFP No. 7255

**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.

**2.4. 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 condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of 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 at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the 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 and Criminal Background Checks.**

**3.6.1** 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.

**3.6.2** The Contractor acknowledges and agrees that it is and shall be responsible for following the required background check procedures as set forth in the Connecticut General Statutes for any employee who would be in a position involving direct contact with students. Contractor further represents that all such employees have submitted to a check of the Department of Children and Families Abuse and Neglect Registry ("DCF Registry"); have stated whether they have ever been convicted of a crime or have any charges pending against them; and have undergone a comprehensive state and national criminal history review check. Contractor represents and warrants that each such employee has no history of any violations of the laws of the State of Connecticut pertaining to public health, have not been convicted of a crime, are not listed on the DCF Registry, and have no criminal investigations pending.

**3.7. Due Diligence Obligation.** The Contractor 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 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** 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 Contractor 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 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 a designated authority of the Contractor.

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 remedy(ies) to address said breach.

**3.9. Confidentiality, FERPA & Student Data Privacy.** To the extent applicable, the Contractor shall ensure that it and its employees 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, "Contractor" includes any employees of the Contractor, or persons affiliated with the student's transition program. The Contractor 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 State Department of Education, as well as any

policies, ordinances, rules and regulations established by the City of Waterbury regarding confidentiality of student records, files, PPTs, IEPs, etc. The Contractor shall further ensure that the all social work interns 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 State Department of Education, as well as any policies, ordinances, rules and regulations established by the City of Waterbury regarding confidentiality of student records, files, PPTs, IEPs, etc.

**3.9.1 Student Education Records.** The City and the Contractor acknowledge that in the course of the transition program the Contractor 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 Contractor shall comply with the requirements of said statute and regulations, and agree to use information obtained in connection with the transition services/program only for the purposes provided in this Agreement. Without the prior written consent of the student whose records are at issue (or the parent of such student, if a minor), as required by FERPA, the Parties have no authority to make any other disclosures of any information from education records. The Contractor shall instruct its employees and other persons affiliated with the transition program on their obligations to comply with FERPA.

**3.9.2 Student Data Privacy.** All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, the Contractor. As applicable to the transition service(s) and program(s) provided for under this Agreement, the Contractor agrees to comply with the following provisions regarding student data privacy:

- i. The City’s Board of Education (“Board”) shall have access to and the ability to delete Student Data in the possession of the Contractor or its employees 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 Contractor. 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 Contractor or its employees 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 Contractor 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.

- ii. 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 Contractor receives a request to review Student Data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor 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 the Contractor, and correct any erroneous information therein.
- iii. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
- iv. The Contractor 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 Contractor of a breach of Student Data, the Contractor 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.
- v. Student Data shall not be retained or available to the Contractor upon expiration of the Contract between the Contractor and City, except a student, parent or legal guardian of a student may choose to independently establish or maintain an electronic account with the contractor after the expiration of such contract for the purpose of storing student-generated content.

**3.9.3** The Contractor 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. The Contractor 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.

**3.9.4** The provisions of this section regarding student confidentially, student data privacy, and FERPA may be amended from time to time to comport with any changes in applicable laws and regulations on this subject while this Agreement remains in effect and as may be extended but written agreement of the Parties.

**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.** The Contractor shall commence all work and services required under this Contract on September 1, 2022 and shall complete all work and services required under this Contract on August 31, 2025. ("Contract Time").

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

**6. Compensation.** The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract including as described in the Scope of Services attached hereto as Attachment A and as follows in this Section 6.

**6.1. Fee Schedule.** The fee payable to the Contractor shall not exceed **Two Million, Twenty Five Thousand Dollars (\$2,025,000.00)** for the entire three-year Contract Time and shall be in accordance with Contractor's proposal, dated May 31, 2022 and as summarized below:

**6.1.1 School Year September 1, 2022 - August 31, 2023:** fee payable to the Contractor shall be in an amount not to exceed **Six Hundred Fifty Thousand Dollars (\$650,000.00)** as set forth below:

a. In-District Pricing/Per Vehicle		
1. Invalid Coach or Wheelchair Van, One Way		\$40.00
2. Medical Livery, One Way		\$35.00
3. Invalid Coach or Wheelchair Van, Round Trip		\$120.00
4. Medical Livery, Round Trip		\$70.00
5. per McKinney-Vento, One Way		\$35.00
6. Per McKinney-Vento, Round Trip		\$70.00
B. Out of District Pricing/Per Vehicle		
1. Invalid Coach or Wheelchair Van, One Way		\$100.00
2. Medical Livery, One Way		\$116.87
3. Invalid Coach or Wheelchair Van, Round Trip		\$200.00
4. Medical Livery, Round Trip		\$233.75
5. Per McKinney-Vento, One Way		\$116.87
6. Per McKinney-Vento, Round Trip		\$233.75

**6.1.2 School Year September 1, 2023 - August 31, 2024:** fee payable to the Contractor shall be in an amount not to exceed **Six Hundred Seventy Five Thousand Dollars (\$675,000.00)** as set forth below:

- a. In-District Pricing/Per Vehicle
  1. Invalid Coach or Wheelchair Van, One Way \$41.60
  2. Medical Livery, One Way \$36.40
  3. Invalid Coach or Wheelchair Van, Round Trip \$124.80
  4. Medical Livery, Round Trip \$72.80
  5. Per McKinney-Vento, One Way \$36.40
  6. Per McKinney-Vento, Round Trip \$72.80
- b. Out of District Pricing/Per Vehicle
  1. Invalid Coach or Wheelchair Van, One Way \$104.00
  2. Medical Livery, One Way \$121.54
  3. Invalid Coach or Wheelchair Van, Round Trip \$208.00
  4. Medical Livery, Round Trip \$243.10
  5. Per McKinney-Vento, One Way \$121.54
  6. Per McKinney-Vento, Round Trip \$243.10

**6.1.3 School Year September 1, 2024 - August 31, 2025:** fee payable to the Contractor shall be in an amount not to exceed **Seven Hundred Thousand Dollars (\$700,000.00)** as set forth below:

- a. In-District Pricing/Per Vehicle
  1. Invalid Coach or Wheelchair Van, One Way \$43.64
  2. Medical Livery, One Way \$37.85
  3. Invalid Coach or Wheelchair Van, Round Trip \$129.79
  4. Medical Livery, Round Trip \$75.71
  5. Per McKinney-Vento, One Way \$37.85
  6. Per McKinney-Vento, Round Trip \$75.71
- b. Out of District Pricing/Per Vehicle
  1. Invalid Coach or Wheelchair Van, One Way \$108.16
  2. Medical Livery, One Way \$126.40
  3. Invalid Coach or Wheelchair Van, Round Trip \$216.32
  4. Medical Livery, Round Trip \$252.82
  5. Per McKinney-Vento, One Way \$126.40
  6. Per McKinney-Vento, Round Trip \$252.82

**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 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 determines 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. 7255** 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.

**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. arising under or related to this Agreement 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 the City's 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 so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

**9.2.** At no additional cost to the City, the 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** aggregate

**\$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 **\$1,000,000.00**

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.

**9.4.4 Excess/Umbrella Liability:**

**\$3,000,000.00** each occurrence

**\$3,000,000.00** aggregate

**9.4.5 Professional Liability/E&O:**

**\$1,000,000.00** each Wrongful Act

**\$1,000,000.00** aggregate

**9.4.6 Abuse Molestation Liability Insurance:**

**\$1,000,000.00** each occurrence

**\$1,000,000.00** aggregate.

(Applicable to Contractors/Contractors working directly with Youth/Minors)

**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 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 are listed as Additional Insured on a primary and non-**

**contributory bases 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 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 Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

**10.1. Permits, Laws, and Regulations.** Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Contractor 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 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** 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, sexual orientation, 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. Housing and Urban Development Section 3 Clause.** In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. Part 75, §§75.1 – 75.33 (formerly 24 C.F.R. Part 135, §135.38) may apply and the Contractor shall then be required to comply with the following (referred to as the "Section 3 clause"):

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

**12.2.** The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. Part 75, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

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

**12.4.** The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 75. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 75.

**12.5.** The Contractor will certify that any vacant employment positions, including training positions, that are filled (i) after the Contractor is selected but before the Contract

is executed, and (ii) with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 75.

**12.6.** Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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

### **13. Termination.**

**13.1. Termination of Contract for Cause.** If, through any cause, in part or in full, not the fault of the 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.

**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 and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument

of Professional Services and the City reserves the right to use the Instruments of Professional Services.

**15. Force Majeure.** 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:

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

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

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

**15.4.** strikes and labor disputes; and

**15.5.** 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.

**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.

**16.1.** 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 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 A, 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 change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

**26. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the 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. 7255 and (ii) the Contractor's proposal responding to the aforementioned RFP No. 7255.

**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 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 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: Ambassador Wheelchair Services, Inc.

5 Glastonbury Avenue  
Rocky Hill, CT 06067

City: The City of Waterbury  
Board of Education  
236 Grand Street  
Waterbury, CT 06702

With a copy to: Office of the Corporation Counsel  
City Hall Building  
235 Grand Street, 3<sup>rd</sup> Floor  
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 owed 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 the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburycct.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 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.

**(Signature page follows)**

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

**WITNESSES:**

**CITY OF WATERBURY**

Sign: \_\_\_\_\_  
Print name: \_\_\_\_\_

By: \_\_\_\_\_  
Neil M. O'Leary, Mayor

Sign: \_\_\_\_\_  
Print name: \_\_\_\_\_

Date: \_\_\_\_\_

**WITNESSES:**

**AMBASSADOR WHEELCHAIR SERVICES,  
INC.**

Sign: \_\_\_\_\_  
Print name: \_\_\_\_\_

By: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print name: \_\_\_\_\_

Date: \_\_\_\_\_

## **ATTACHMENT A**

1. Addendum #1 to RFP No. 7255, consisting of 2 pages (excluding attachment), attached hereto;
2. City's Request for Proposal, consisting of 9 pages (excluding attachments), attached hereto;
3. Scope of Services (Attachment E to RFP No. 7255), consisting of 2 pages, attached hereto;
4. Contractor's Response/Proposal and Cost Proposal to RFP No. 7255, dated May 31, 2022, consisting of 5 pages (excluding RFP document, sample contract, and contract compliance documents), attached hereto;
5. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference);
6. Contractor's completed City Contract Compliance Documents, consisting of 10 pages, attached hereto;
7. Certificates of Insurance, incorporated by reference;
8. Any and all Licenses, incorporate by reference;
9. All applicable Federal, State, and local statutes, regulations charter and ordinances.



MAUREEN McCAULEY  
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

**ADDENDUM #1**

**May 24, 2022**

**RFP 7255 - Transportation Services for Medically Fragile Students and/or Students with Disabilities and/or McKinney-Vento Students for Waterbury Public Schools**

**Please refer to the questions and answers below.**

**Question:** The RFP calls for service starting September 1, 2022. Waterbury Public Schools starts on August 29, 2022. Will you start with the current vendor and then switch to a new vendor if a new vendor is chosen? The new vendor will start the new school year.

**Answer:** Current vendor's contract ends on August 31, 2022.

**Question:** Recent City of Waterbury transportation RFP 6842 & 6845 called for insurance coverage of \$20 million. Is it accurate that the coverage for this transportation is only \$5 million?

**Answer:** Yes.

**Question:** The scope of services states there are up to 60 students that are McKinney-Vento Homeless students at one time. How many vehicles are anticipated to transport these students?

**Answer:** Approximately 40 vehicles.

**Question:** Are these students all individual transports requiring a dedicated vehicle?

**Answer:** No.

**Question:** How many McKinney Vento students are currently out of district students that need transportation into City schools daily?

**Answer:** At present there are 35 students. Numbers fluctuate daily.

**Question:** How many McKinney Vento students currently are residing in the City that need transportation to out of district schools?

**Answer:** At present there are 4 students. Numbers fluctuate daily.

**Question:** Are you able to provide details regarding pick up and drop off locations?

**Answer:** Transportation to and from all Waterbury Public Schools.

**Question:** Fleet needs?

**Answer:** Approximately 40 vehicles, including vans and cars may apply to wheelchair vehicles as needed.

**Question:** The previous awarded details?

**Answer:** Please see attached.

**Thank you.**

**Maureen McCauley**

**Assistant Director of Purchasing – City of Waterbury**

**REQUEST FOR PROPOSAL  
BY  
THE CITY OF WATERBURY  
EDUCATION DEPARTMENT  
RFP #7255**

**TRANSPORTATION SERVICES FOR MEDICALLY FRAGILE STUDENTS  
AND/OR STUDENTS WITH DISABILITIES AND/OR MCKINNEY-VENTO STUDENTS  
FOR WATERBURY PUBLIC SCHOOLS**

The City of Waterbury, Department of Education (hereinafter "City"), is seeking transportation services for medically fragile students and/or students with disabilities and/or McKinney-Vento students for Waterbury Public Schools.

**A. Background and Intent**

The Department of Education is seeking round trip transportation services and the furnishing of equipment, training and personnel specific to perform the required transportation of medically fragile and/or disabled students and McKinney-Vento Homeless Assistance Act of 1987 students within the boundaries of Waterbury, out of district to Waterbury and from Waterbury to locations out of district. Transportation is needed daily on all school calendar days, including any extended day or year schedule. This may include invalid coaches or wheelchair vans or medical livery or livery services as the needs of the specific student(s) may require. **Proposers can submit pricing on one or more of the described types of vehicles to transport medically fragile students.**

**B. Qualifications**

Eligible proposers will be those consultants, businesses, and institutions that have the following qualifications:

1. Vendor must have at least ten years' experience and expertise in managing invalid coaches, wheelchair vans, ambulances, medical livery and transport vehicles as those outlined in the Scope of Services in this RFP.
2. Vendor must have at least ten years' experience of managing and transporting special needs children for large municipal governments.
3. Knowledge and strict compliance of Federal and State laws and regulations regarding transporting children with special needs, disabilities and who are medically fragile.
4. Vendor must have a fleet of highly trained and professional drivers. Hiring, training and management of drivers is imperative.
5. All drivers must be trained in passenger and road safety, and must be in compliance with all State of Connecticut Department of Motor Vehicle laws.
6. Vendor must be reliable and services must be on-time.

### 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 September 1, 2022 through August 31, 2025.

### 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. Proposers must complete and sign the items and any forms included in Attachment A. (Contract Compliance Packet).
3. All questions and communications 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 20, 2022**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person 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 24, 2022, 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 Education Department or their designee.

## H. Conditions

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the 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 **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 persons 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 satisfactorily meet 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 explanation 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.
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 original (clearly identified as such) and **(4)** 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 **11:30 AM on June 1, 2022**. **Proposals received after that time shall not be considered.**

Mr. Kevin McCaffery  
Director of Purchasing  
City of Waterbury  
235 Grand Street  
Room 103  
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. Proposers shall also, as indicated in Attachment C, 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?
  - 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 of the nature 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.

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. 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 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.
- 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. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and 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 1.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
- 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 making a selection. 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**

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**

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 June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the

Commission on Human Rights and Opportunities prior to the commencement of construction.

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

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

[http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806).

#### **N. State DAS Requirements for Construction Projects**

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 Bid shall be submitted in accordance with the Instructions to Bidders and be accompanied by a Bid Security in the amount of **ten (10) percent** of the Total Bid Price.

#### **P. Performance/Payment Bonds NOT APPLICABLE**

The Bidder to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than \$50,000.00, a 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 100 percent Payment Bond and/or other additional security with a surety, and in a form, acceptable to the City.

## **ATTACHMENT E**

### **TRANSPORTATION SERVICES FOR MEDICALLY FRAGILE STUDENTS AND/OR STUDENTS WITH DISABILITIES AND/OR MCKINNEY-VENTO STUDENTS FOR WATERBURY PUBLIC SCHOOLS**

#### **SCOPE OF SERVICES**

The CITY will contract for School Transportation Services for Medically Fragile Students and/or Students with Disabilities, and Students eligible under the McKinney-Vento Homeless Assistance Act of 1987 with a School Transportation Contractor as set forth below.

#### **1) DESCRIPTION OF WORK**

- A. Invalid Coach or Wheelchair Van, Ambulance, Medical Livery and Livery transportation services for Waterbury Public Schools from September 1, 2022 through August 31, 2025.
- B. Daily round trip transportation by Invalid Coach or Wheelchair Van, Ambulance, Medical Livery of children with disabilities and/or medically fragile within the boundaries of Waterbury, out of district to Waterbury and from Waterbury to out of district.
- C. Daily round trip transportation by livery of children eligible under the McKinney-Vento Homeless Assistance Act of 1987 within the boundaries of Waterbury, out of district to Waterbury and from Waterbury to out of district.
- D. The estimated number of students with disabilities and/or medically fragile to be transported at any one time is up to thirty (30). However, this number is subject to change at any time.
- E. The estimated number of students eligible under the McKinney-Vento Homeless Assistance Act of 1987 to be transported at any one time is up to Sixty (60). However, this number is subject to change at any time.
- F. This contract shall apply to all days when school is in session, including if required any extended day or extended school year schedule. The minimum number of school days is currently 181. See the attached school calendar for the 2023 school year. Other out of District placements may require different or additional days. During adverse conditions or emergency situations, the Board of Education or its agency, shall determine when school shall be in session and the CONTRACTOR shall provide the transportation. Delayed school opening will be considered a regular day. There shall be no penalty assessed to the CITY for the delayed opening or early closing due to weather or emergency situations.
- G. The children must be delivered to their schools prior to the Board approved opening time and picked up at the schools at the approved closing times. If the school is out of district, CONTRACTOR must confirm the opening and pick up times with the Waterbury Transportation Coordinator. The CONTRACTOR agrees that in no event will students be dropped off at any school more than 30 (thirty) minutes prior to the school's opening or more than 15 (fifteen) minutes after the close of school. Late charges shall be \$25.00 per school ambulance per incident. Charges to be forwarded, in writing, to the

CONTRACTOR from the Transportation Coordinator. Upon receipt of such notice, the CONTRACTOR shall have three (3) working days to make any correction prior to being charged.

- 2) ROUTES AND SCHEDULE: The Director of Pupil Services or his/her designee will furnish the following information to the CONTRACTOR prior to the commencement of the work as outlined in Part 1, Description of Work, above:
  - A. Names of student(s) and home address(es) as well as the name and address of the school(s) the student(s) will attend, along with the opening and closing times. Student information such as name, address and school attended is confidential information and must be treated as such.
  - B. The Superintendent of Schools reserves the right to cancel scheduled school days because of weather or other emergencies when necessary. Out of District schools also have the right to cancel scheduled school days because of weather or other emergencies when necessary.
- 3) COMPUTATION OF PAYMENT: The compensation to be paid to the CONTRACTOR for furnishing this service shall be computed on a per day basis and shall include special pick-ups, early dismissals and late openings. Invoices shall state the date, the location picked up and delivered and the student transported. Charges for work covered by this contract will be invoiced separately from charges for other services that may be performed by the CONTRACTOR.
- 4) The CONTRACTOR shall furnish transportation service, personnel, training and equipment specified herein necessary to perform the required transportation of medically fragile students and/or students with disabilities to specified schools.
  - a) All transportation services provided by the CONTRACTOR pursuant to this Request for Proposal, including but not limited to the purchasing, repair or maintenance of vehicles, the hiring, licensing, training of drivers and the operation of the vehicles shall strictly conform to all applicable Federal, State and Local laws, rules, regulations and District directives.
- 5) All accidents/incidents involving a vehicle or any of its passengers shall be reported immediately by the CONTRACTOR to the Transportation Coordinator, principal, parent/guardian, Director of Pupil Services and/or Superintendent of Schools. This action shall be followed by a complete written report to the Superintendent or her designee from the CONTRACTOR not later than Forty-Eight (48) hours after the accident/incident has occurred.
  - a) Each driver and all medical staff employed by the CONTRACTOR to provide transportation service pursuant to this Request for Proposal shall comply with all laws, rules and regulations of the State of Connecticut, the State Department of Motor Vehicles, the State Department of Transportation, the State Board of Education, The CITY, the Waterbury Board of Education and the state and local police departments. All employees must have a favorable criminal background check and a DCF registry check and fingerprinting prior to working with students.

5 Glastonbury Ave  
Rocky Hill, CT 06067

DOT# 2564



PH - 860-257-0885  
Fax - 860-257-0835  
[www.Ambassadorwheelchair.com](http://www.Ambassadorwheelchair.com)

**PROPOSAL  
FOR  
TRANSPORTATION SERVICES FOR MEDICALLY FRAGILE  
STUDENTS AND/OR STUDENTS WITH DISABILITIES  
AND/OR MCKINNEY-VENTO STUDENTS FOR  
WATERBURY PUBLIC SCHOOLS  
(RFP # 7255)**

**FOR**

**THE TOWN OF WATERBURY**

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

5 Glastonbury Ave  
Rocky Hill, CT 06067



PH - 860-257-0885  
Fax - 860-257-0835  
[www.Ambasssadorwheelchair.com](http://www.Ambasssadorwheelchair.com)

DOT# 2564

May 31, 2022

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

Dear Mr. McCaffery:

Thank you for the opportunity to share our Ambassador Wheelchair story with you. Transporting children is a big responsibility and we take our job very seriously. Our success, first and foremost, is predicated upon highly trained drivers and long-time dedicated staff who pride themselves on delivering safe and timely transportation each and every day.

We understand the importance of maintaining open dialogues with all our clients, their boards, administrators and the families who entrust their children with us. Our supervisors continuously monitor drivers on the road to ensure they adhere to safety standards. Any driver not performing up to our company's high expectations is provided retraining or removed from the road because the safety of our students is our number one priority.

Ambassador Wheelchair Services, Inc. has held this contract with the Waterbury Public Schools for the past ten years. We believe we have provided exceptional service and met all requests made by the School Administrators. This has been done in spite of the Covid issues as well as the driver shortage issue. We want to continue to provide this level of service to the Waterbury students.

Company owner, Sal Marotta, has over thirty years of experience in the transportation business developing his companies to respond to the needs of the clients he serves. It would be an honor to provide transportation services to Waterbury Public Schools and we thank you for reviewing the enclosed submission. We welcome the opportunity to have you tour our offices and meet our staff.

Thank you.

A handwritten signature in blue ink that reads 'Salvatore Marotta'.

Salvatore Marotta  
President



## **ABOUT US**

*Serving Connecticut Since 1991*

Ambassador Wheelchair Services, Inc. was formed in 1991 to provide non-emergency medical transportation services for individuals and a variety of state agencies around Connecticut. As demand for reliable and punctual transportation grew for school districts, owners Sal Marotta and Roy Fazzina, opened a second company, Autumn Transportation, Inc., in 2006, to provide the same trusted and responsive service to a new demographic. Its bus transportation portfolio includes more than 100 school buses, and provides services for various school districts including those in the Capitol Region Education Council (CREC). The successful growth of the bus company is a testament to Ambassador Wheelchairs Services, Inc. trusted reputation as a leader in Connecticut's transportation industry. Ensuring the comfort and safety of every rider, while making it easy for our clients to keep up with ever changing transportation needs, is our number one priority.

Today, Ambassador Wheelchair Services, Inc. proudly provides more than 12,000 trips each month in Greater Hartford and Waterbury servicing school districts, state agencies, and a variety of community programs. Included in our company profile, both past and present are:

- CCSU, Campus Shuttle service
- City of Hartford, out-of-district student transport
- City of Waterbury Senior Shuttle
- City of Waterbury, out-of-district student transport
- City of Waterbury, courier service
- DSS, non-emergency medical transportation
- VA Medical Hospital, Newington Campus, non-emergency medical transportation
- Regional School Districts 10 and 14, out-of-district student transport
- Town of Cromwell, out-of-district student transport
- Town of East Haven, out-of-district student transport
- Town of Watertown, out-of-district student transport
- Town of Wolcott, out-of-district student transport

In addition, Ambassador Wheelchair Services, Inc. maintains a portfolio of clients for which it provides transportation services for special education students. Currently within the portfolio are:

- Bristol Public Schools
- Capitol Region Education Council
- Department of Child and Families
- Guilford Public School District





- Madison Public School District
- Newington Public School District
- North Branford Public School District
- Vernon Public School District
- Waterbury Public School District
- West Haven Public School District
- Wolcott Public School District

# ATTACHMENT F

## TRANSPORTATION SERVICES FOR MEDICALLY FRAGILE STUDENTS AND/OR STUDENTS WITH DISABILITIES AND/OR MCKINNEY-VENTO STUDENTS FOR WATERBURY PUBLIC SCHOOLS

### COST PROPOSAL SHEET

Item	Description	2022-2023	2023-2024	2024-2025
1	Invalid Coach or Wheelchair Van In-District (indicate which type) Cost per vehicle Round Trip One Way	\$ \$120.00 \$ \$40.00	\$ \$124.80 \$ \$41.60	\$ \$129.79 \$ \$43.64
1A	Invalid Coach or Wheelchair Van Out-of-District (Indicate which type) Cost per vehicle Round Trip One Way	\$ 200.00 \$ 100.00	\$ 208.00 \$ 104.00	\$ 216.32 \$ 108.16
2	Ambulance In-District Cost per vehicle Round Trip One Way	\$ No Bid \$ No Bid	\$ No Bid \$ No Bid	\$ No Bid \$ No Bid
2A	Ambulance Out-of-District Cost per vehicle Round Trip One Way	\$ No Bid \$ No Bid	\$ No Bid \$ No Bid	\$ No Bid \$ No Bid
3	Medical Livery In-District Cost per vehicle Round Trip One Way	\$ 70.00 \$ 35.00	\$ 72.80 \$ 36.40	\$ 75.71 \$ 37.85
3A	Medical Livery Out-of-District Cost per vehicle Round Trip One Way	\$ 233.75 \$ 116.87	\$ 243.10 \$ 121.54	\$ 252.82 \$ 126.40
4	Livery In-District per McKinney-Vento Cost per vehicle Round Trip One Way	\$ 70.00 \$ 35.00	\$ 72.80 \$ 36.40	\$ 75.71 \$ 37.85
4A	Livery Out-of-District per McKinney-Vento Cost per vehicle Round Trip One Way	\$ 233.75 \$ 116.87	\$ 243.10 \$ 121.54	\$ 252.82 \$ 126.40

**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.: Rocky Hill

County of Hartford

Salvatore Marotta, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** Officer of Ambassador Wheelchair Services (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

## 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 Rosario Fazzina	President	None		9/18/1942
2 Salvatore Marotta	Secretary/ Treasurer	none		7/27/1966
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 Ambassador Wheelchair Services				
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 Ambassador Wheelchair Services	5 Glastonbury Ave	Corporation
2	Rocky Hill, CT 06067	
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):

	<b>Name</b>	<b>Title</b>	<b>DOB</b>	<b>Stock %</b>
1	Rosario Fazzina	President	9/18/1942	66
2	Salvatore Marotta	Secretary/ Treasurer	7/27/1966	34
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):

	<b>Name</b>	<b>Title</b>	<b>Affiliated Company (if none state NONE)</b>	<b>Address</b>	<b>DOB</b>
1	none				
2	none				
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:

	<b>TRADE NAME</b>	<b>PLACE OF INCORPORATION/REGISTRY</b>	<b>PRINCIPAL PLACE OF BUSINESS</b>
1	Ambassador Wheelchair Services	Connecticut	5 Glastonbury Ave
2			Rocky Hill, CT 06067
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

Joseph P. S. Felt  
Witness

Salvatore Marotta  
Name of Corporate Signatory  
5 Glastonbury Ave Rocky Hill, CT 06067  
Address of Business

Affix  
Corporate  
Seal

By: Salvatore Marotta Salvatore Marotta  
Name of Authorized Corporate Officer

Its: Secretary/ Treasurer  
Title

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

State of Connecticut )  
 ) SS

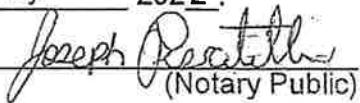
County of Hartford )

Salvatore Marotta being duly sworn,

deposes and says that he/she is Secretary/ Treasurer of Ambassador Wheelchair Services  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 31 day of May 2022.

Joseph Piscitelli

  
(Notary Public)

My Commission Expires: 4-30-2024

**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)**  
**Persons or Entities Conducting Business with the City**

**I. Outstanding Purchase Orders of Contracts with the City**

**A. Contracts**

No Contracts with the City

☐

Student transport for medically fragile student

(Service or Commodity Covered by Contract)

September 1,2016 - August 31,2022

(Term of Contract)

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(Service or Commodity Covered by Contract)

(Term of Contract)

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(Service or Commodity Covered by Contract)

(Term of Contract)



**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)**  
**Persons or Entities Conducting Business with the City**

**B. Purchase Order(s).**

**No Purchase Order(s) with the City**

☐

Student transportation for medically fragile students

(Service or Commodity Covered by Purchase Order)

September 1, 2018

(Date of Purchase Order)

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McKinney Vento

(Service or Commodity Covered by Purchase Order)

September 1, 2018

(Date of Purchase Order)

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(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)**  
**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

☐

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.

Ambassador Wheelchair Services

(Name of Company, if applicable)



Signature of Individual (or Authorized Signatory)

5-31-2022

Date

Sal Marotta Treasurer

Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☐

**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:

Ambassador Wheelchair Services  
5 Glastonbury Ave  
Rocky Hill, CT 06067

Print Name and Title of Authorized Representative:

Signature of Authorized Representative:

Scot M. Mordant  
Scot M. Mordant

Date: 5-31-2022

THE CITY OF WATERBURY  
**MEMORANDUM**

**From:** Delinquent Tax Office

**Date:** 6/13/2022

**To:** Margaret Cherubini  
Department of Education

**Subject:** Tax Clearance

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As of this date, the records in the Tax Collector's Office indicate that the following **is not delinquent**.

Ambassador Wheelchair Services  
Rosario Fazzina  
Salvatore Marotta  
5 Glastonbury Ave.  
Rocky Hill, CT 06067

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,



NJO/wmf

Nancy J. Olson, CCMC  
Deputy Revenue Collections Manager  
City of Waterbury

**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.: Rocky Hill

County of Hartford

Salvatore Marotta, being first duly  
sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or**  
Officer of Ambassador Wheelchair Services (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

**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	Rosario Fazzina	President	None		9/18/1942
2	Salvatore Marotta	Secretary/ Treasurer	none		7/27/1966
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	Ambassador Wheelchair Services				
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	Ambassador Wheelchair Services	5Glastonbury Ave	Corporation
2		Rocky Hill, CT 06067	
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	Rosario Fazzina	President	9/18/1942	66
2	Salvatore Marotta	Secretary/ Treasurer	7/27/1966	34
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	none				
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	Ambassador Wheelchair Services	Connecticut	5 Glastonbury Ave Rocky Hill, CT 06067
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**

State of Connecticut )

) SS

County of Hartford )

Salvatore Marotta

being duly sworn,

deposes and says that he/she is Secretary/ Treasurer of Ambassador Wheelchair Services  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 31 day of May 2022.

Joseph Piscitelli

Joseph Piscitelli  
(Notary Public)

My Commission Expires: 4-30-2024



*Rosh Maghfour*

*Interim Chief Operating Officer*

*(203) 346-2340*

*rmaghfour@waterbury.k12.ct.us*

## **EXECUTIVE SUMMARY**

**Date:** June 30, 2022

**To:** Honorable Board of Education Commissioners  
Honorable Board of Aldermen Members

**From:** Rosh Maghfour, Interim Chief Operating Officer

**Subject:** Master Professional Services Agreements for RFP #7208 for School Building HVAC and Mechanical Solutions Assessment, Design and Engineering Services with EDM Architecture and Engineering, Inc.

The Education Department respectfully requests your review and approval of a Master Professional Services Agreement for School Building HVAC and Mechanical Solutions Assessment, Design and Engineering Services with EDM Architecture and Engineering, Inc. for a period of one year with two one-year extension options.

The City has streamlined the process for obtaining needed school building HVAC and mechanical solutions assessment, design and engineering services by creating a master agreement for these services, which contains all the City's standard terms, conditions and 'boiler plate' language for each service, including rates of compensation and additional required language to comply with the American Rescue Plan Act (ARP) and the Elementary and Secondary Schools Emergency Relief (ESSERII) Fund.

The master agreement provides for the issuance of Task Orders which will be project specific and issued on an as-needed basis. Each Task Order will be on a project by project basis and will outline the desired scope of work, monetary terms and time of performance, plus all other pertinent project specific information. Each Task Order will require the issuance of a Purchase Order for the not to exceed cost of the Task Order scope of work.

Thank you for your consideration.

Attachments (3): Agreement, Tax Clearance, Disclosure

c: Mike Konopka, Louis Muradas, Dave Heavener

**MASTER PROFESSIONAL SERVICES AGREEMENT**  
**RFP No. 7208**

For  
School Building HVAC And Mechanical Solutions  
Assessment, Design And Engineering Services  
between  
The City of Waterbury, Connecticut  
and  
EDM Architecture & Engineering, PC

THIS MASTER AGREEMENT, 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 EDM ARCHITECTURE & ENGINEERING, PC, located at 100 West Street, Suite 210, Pittsfield, Massachusetts, a professional corporation incorporated in the State of Massachusetts (the "Contractor").

**WHEREAS**, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

**WHEREAS**, the Contractor, an architectural and engineering firm, submitted a proposal to the City responding to RFP No. 7208 to serve as a consultant providing professional services for school building HVAC and mechanical solutions assessment, design and engineering services; and

**WHEREAS**, the City selected the Contractor to perform services regarding RFP No. 7208; and

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

**WHEREAS**, the Contractor desires to undertake projects to be assigned by the City under the terms of this Master Agreement; and

**WHEREAS**, specific projects to be performed under the terms of this Master Agreement shall be assigned through Task Orders issued to the Contractor.

**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 (also referred to herein as "Contract") and such shall be

completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all Local, State and Federal laws, statutes, ordinances and regulations applicable to the Scope of Services. The Contractor shall perform its services consistent with the professional skill and care ordinarily provided by engineers practicing in Connecticut under the same or similar circumstances. The Contractor shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Contractor shall make such revisions or modifications to its services, at its own cost and expense, as the City may require in order to be deemed complete.

- 1.1. The Project consists of and the Contractor shall provide HVAC equipment and mechanical system assessments and development of comprehensive design-engineering solutions and bid specifications on designated aged Waterbury Public School buildings as further detailed and described in **Attachment A** and hereby made material provisions of this Contract. Contractor shall also participate with the City in the development of Task Orders for each assigned project. **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 The City's solicitation documents, RFP No. 7208 (attached hereto)
- 1.1.2 EDM Architecture and Engineering, PC's revised Cost Proposal dated May 9, 2022 (attached hereto)
- 1.1.3 Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference
- 1.1.4 Certificates of Insurance, incorporated by reference
- 1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
- 1.1.6 All Required Licenses
- 1.1.7 Required Contract Provisions ARPA Funded Projects
- 1.1.8 All Task Orders to be issued to Contractor by City pursuant to this Master Agreement. (Contractor acknowledges that no Task Orders are appended as part of **Attachment A** at the time of signing and that any Task Orders issued will be appended and become part of **Attachment A** when issued.)

- 1.2. The entirety of **Attachment A**, future Task Orders issued by City to Contractor and 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 This Contract document.
- 1.2.2 EDM Architecture and Engineering, PC's revised Cost Proposal dated May 9, 2022 (attached hereto)
- 1.2.3 The Task Order for each assigned project.
- 1.2.4 The City's solicitation documents, RFP No. 7208.

1.2.5 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

**1.3. Task Orders.** Task Orders under this Agreement will be assigned by the City for work to be performed by Contractor within the scope of services defined in this Master Agreement. The City, in the Task Order, shall define the project, a time for completion of the project including project milestones and the cost to complete the Project as determined in conformity with the pricing schedule of this Agreement. All deadlines established by the City shall be incorporated into Section 5 Contract Time of the Master Agreement as if fully set forth therein.

All Task Orders, when issued pursuant to this Master Agreement, shall be incorporated into this Master Agreement, made part hereof, and shall be subject to all terms and conditions set forth herein.

**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, if applicable, 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.

**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 condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of 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, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

**3.5. Standard of Performance.** The Contractor shall perform its services consistent with the professional skill and care ordinarily provided by engineers practicing in Connecticut under the same or similar circumstances. The Contractor shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with the standard of care.

**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 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 Contractor hereby 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 agrees 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** 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 services;

**3.7.6** 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** 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 services.

**3.8. Reporting Requirement.** The Contractor shall deliver periodic, written reports as requested by 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, (iii) 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 (iv) any and all additional useful and/or relevant information. Each report shall be signed by a Corporate Officer.

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 remedy(ies) 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.** The term of this Master Agreement shall be for a period of one (1) year commencing upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, upon completion of the contracted services and work, unless sooner terminated as provided by this agreement. The City shall have the right to extend the term of this contract for two separate 1-year periods, on the same terms and conditions as this contract, by giving written notice of its election to exercise each extension at least 30 days prior to the expiration of the base term of the contract. ("Contract Time"). If the City deems it necessary, a final six (6) month extension may be added. Project specific deadlines will be set forth in the Task Order for each assigned project. Each Task Order issued pursuant to this Master Agreement shall set forth the completion date for the Project that is the subject of the Task Order and project milestone dates. Due to funding constraints under ARPA/ESSER, no Task Orders shall be issued after September 30, 2024 unless the City determines to fund from non-ARPA/ESSER sources.. Any work remaining under Task Orders issued as of that date may continue to completion unless directed otherwise by the City.

**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 services shall, consistent with the Standard of Performance, be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated in the Task Order. The Contractor agrees that it has knowledge of the ARPA/ESSER deadlines for funding projects and payment completion. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time as set out in any Task Order is reasonable for the completion of the services. The Contractor shall be



subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

**5.1.1** The Contractor shall pay to the City the sum of the greater of Five Hundred Dollars (\$500.00) per calendar day for each and every calendar day during the first seven (7) calendar days 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 the subject Task Order or the actual damages incurred by the City, caused by the delay. After the first seven (7) days delay damages shall increase to One Thousand Dollars (\$1,000.00) per calendar day. 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.

**5.1.2** 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.

**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.

The compensation shall be paid in conformity with EDM Architecture and Engineering, PC's revised Cost Proposal dated May 9, 2022, which is set forth in Attachment A of this Contract. Said Proposal is hereby made part of Section 6 of this Agreement as if fully set forth herein. Further, each Task Order shall have a project cost based on the pricing of the revised Cost Proposal dated May 9, 2022.

**6.1. Limitation of Payment.** Compensation payable to the Contractor is limited to those fees set forth in Section 6 and capped at the project cost defined in the respective Task Order governing each assigned project. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the 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 services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

**6.1.1** 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 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.

**6.2. Review of Services.** 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.

**6.3. Proposal Costs.** All costs of the Contractor in preparing its proposal for RFP No. 7208 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.

**6.4. 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.

**7. Passing of Title.** Title to each item of reports, plans, specifications, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for all services rendered.

**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 reasonable 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; (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

**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 the City's 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 so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

**9.2.** At no additional cost to the City, the 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** 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 each accident any auto, all owned and hired autos

**9.4.3 Professional Liability Insurance: \$1,000,000.00** each wrongful act. **\$1,000,000.00** aggregate limit  
Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

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 date of this contract. If the policy is replaced and/or the retroactive date changes, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

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

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

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

**9.4.5 Excess/Umbrella Liability Insurance: \$1,000,000.00** per occurrence, **\$1,000,000.00** aggregate

**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 Liability shall be endorsed to add the City and its Board of Education as additional insureds 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 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 are 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 on all lines of coverage except Professional Liability as their interests may appear"**. 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 Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

**10. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented

by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

**10.1. Permits, Laws, and Regulations.** Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Consultant shall, consistent with the Standard of Performance, give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the 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** The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made 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 rates apply to all ARRA funded contracts regardless of the contract's dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

**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 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 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.

**12. Intentional left blank.**

**13. Termination.**

**13.1. Termination of Contract for Cause.** If 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 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

**13.1.1** In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall 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 reasonably 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 upon not less than thirty (30) calendar days prior written notice 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. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

**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 fourteen (14) 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. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

#### **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., this shall not include the use of third party licenses, provide 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. this shall not include the use of third party licenses, (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 and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment in full for the Instruments of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

**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:

**15.1.** Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

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

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

**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 which approval shall not be unreasonably withheld,. 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 as required by this Contract 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.

**16.1.** 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 as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly 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, 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 A, 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 change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

**26. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **RFP No. 7208** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7208**.

**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.

**29. 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.

**30. 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.

**31. 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.

**32. 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: EDM Architecture & Engineering, PC  
100 West Street  
Suite 210  
Pittsfield, MA 01201

City: City of Waterbury  
Department of Education  
c/o Chief Operating Officer  
235 Grand Street, 1<sup>st</sup> Floor  
Waterbury, CT 06702

**33. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.**  
The Person (the term "Person" shall herein be as defined in Section 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

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

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

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

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

**32.5.** Upon a showing that a subcontractor made a kickback to the City, a prime 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 owed 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 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 "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

**32.11.** The 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.

**(signature page follows)**

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

**WITNESSES:**

**CITY OF WATERBURY**

Sign: \_\_\_\_\_

By: \_\_\_\_\_

Print name:

Neil M. O'Leary, Mayor

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Print name:

**WITNESSES:**

**EDM ARCHITECTURE &  
ENGINEERING, PC**

Sign: \_\_\_\_\_

By: \_\_\_\_\_

Print name: Tim Eagles, AIA

Jeromy Richardson, PE

Its: CEO

Sign: \_\_\_\_\_

Date: 06.28.22

Print name: Robert Sherman, PE

## ATTACHMENT A

1. The City's solicitation documents, RFP No. 7208 (attached hereto)
2. EDM Architecture & Engineering, PC's revised Cost Proposal dated May 9, 2022 (attached hereto)
3. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
4. Certificates of Insurance, incorporated by reference
5. All applicable Federal, State and local statutes, regulations, charter and ordinances. (Incorporated by reference)
6. All Required Licenses See attached Document
7. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached

## **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS**

dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits

discrimination on the basis of age in programs or activities receiving federal financial assistance.

- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.
- 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
  - 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
  - 1.15.2 Contractor acknowledges that Executive Order 13166, "Improving Access to Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury's directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.
  - 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
  - 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assigns for the period in which such assistance is provided.
- 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by

the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

- 1.17 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.18 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number \_\_\_\_\_ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20 The Contractor shall protect all Whistleblowers as follows:
  - a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
  - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
  - c) The list of persons and entities referenced in the paragraph above includes the following:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Treasury employee responsible for contract or grant oversight or management;
    - v. An authorized official of the Department of Justice or other law enforcement agency;
    - vi. A court or grand jury; or
    - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

## **CORPORATE RESOLUTION**

I, John R. Ineson, hereby certify that I am the duly elected and acting Secretary of edm architecture & engineering, pc, 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 26th day of January, 2022.

"It is hereby resolved that Jeromy A. Richardson 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 edm architecture & engineering, pc corporation this 28th day of June, 2022.

  
Secretary



**REQUEST FOR PROPOSAL  
BY  
THE CITY OF WATERBURY  
BOARD OF EDUCATION**

**RFP#7208 for  
SCHOOL BUILDING HVAC & ASSOCIATED MECHANICAL SOLUTIONS  
ASSESSMENT, DESIGN & ENGINEERING SERVICES**

The Waterbury Board of Education is seeking qualified design/engineering firm(s) to provide assessments of existing legacy HVAC equipment and mechanical systems at designated school buildings in the District and to provide comprehensive design engineering solutions.

**A. Background**

The Board of Education (BOE) is the recipient of \$67 million in Pre-K, K-8 and Secondary School Emergency Relief (ESSER) funding being passed through the State Department of Education. The BOE anticipates a substantial portion of the ESSER funding will be appropriated by the Board of Education for upgrading and replacement of existing HVAC equipment and mechanical systems throughout the district. The BOE desires the development of comprehensive HVAC and associated mechanical solutions for each designated school building or school building complex. The selected firm(s) will be expected to perform assessments, develop comprehensive solutions and develop bid specifications in a compressed timeline due to established deadlines in place for the commitment and expenditure of the ESSER funds. The BOE additionally desires the development of comprehensive solutions, when practical, to fully maximize available energy incentives. The selected firm(s) will be tasked to facilitate the energy incentive applications, review and approval process.

The Board of Education engaged a firm last year that is nearing completion of a Long Range Infrastructure Facility Study. The Study provided a Facilities Condition Assessment (FCA) of all school facilities, resources, and technology infrastructure with respect to current and future condition and capacity. The subsequent Facilities Master Plan will identify priorities for repair, renovation, reconstruction or consolidation of the District's physical plants, including major HVAC systems and equipment. The successful bidder shall be provided the pertinent FCA Study in order to assist in targeting projects with the best cost/benefit profiles.

This Contract pertains to a project funded in whole or in part, under the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) and/or under the Elementary and Secondary School Emergency Relief Supplemental Appropriations Act of 2021 signed into law December 27, 2020 (ESSER II Fund) and/or American Rescue Plan



Elementary and Secondary School Emergency Relief Fund signed into law March 11, 2021.

Contractor is required to comply with all applicable Federal statutes, executive orders, regulations, rules and interpretive guidance issued by the U.S. Treasury Department, U.S. Office of Management and Budget or any other Federal agency. This Contract is subject to 2 C.F.R. Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury's implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension. A listing of Federal Requirements and Representations that Contractor must comply with are set forth in Attachment A to the Contract that is part of the RFP #7208 package.

## **B. Qualifications**

Eligible proposers will be those individuals, firms, businesses, and companies that have the following qualifications:

1. Proposer must have experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services.
3. A proposer with a proven track record in providing these types of or similar services.
4. Sufficient capacity and staffing to undertake and provide comprehensive HVAC and mechanical systems assessment and design-engineering services for the designated target facilities.
5. Proposer with sufficient capacity to commit dedicated staffing, ensuring efficient progression of all designated projects within the timeframes required for project execution as obligated by ESSER funding deadlines.
6. Comprehensive knowledge of Federal laws, State laws and regulations governing applicable services along with associated required licenses.

## **C. Scope of Services**

The selected firm(s) will perform HVAC equipment and associated mechanical system functional assessments and develop comprehensive design plans and bid specifications and plans for the designated, target facilities in a compressed timeline. The selected firm(s) will establish regular progress communications with BOE representatives along with the BOE's designated ESSER Projects Oversight Manager and Technical Advisor. All parties will be involved with project concept & proposed solution evaluation prior to approval to proceed with development of bid specifications. It is anticipated that all services will be provided on a time & materials basis, in accordance with contractually established rates. It is possible that the BOE will engage one or more firms under an on-call master services contract arrangement in light of the compressed timelines for the commitment and expenditure of ESSER funds and anticipated bidder staffing resources. Table #1 below includes the school facilities that are first scope priorities, with other schools

to be potentially added to the scope during the term of the contract, including any option periods awarded.

Table #1

Name	Address	Grade Level	Square Footage	Construction
Crosby-Wallace Complex	300 Pierpont Rd.	6-12	398 ksf	1974
North End/Wilby Complex	534 Bucks Hill Rd	6-12	434 ksf	1978
Kennedy School	422 Highland Avenue	9-12	236 ksf	1964
West Side School	483 Chase Parkway	6-8	434 ksf	1976

#### **D. Agreement Period**

To be negotiated. A multiyear arrangement is anticipated, likely in the form of one-year commitment with subsequent one-year City held options.

The City will contractually reserve the right to cancel the contract at any time.

#### **E. 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. Proposers must sign the items and any forms included in Attachment A. (Contract Compliance Packet)
3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website (<http://procureware.com/waterbury>) and must be received **by 2:00 PM on March 18, 2022**. Prospective proposers must

limit their contact regarding this RFP to Mr. McCaffery or such other person otherwise designated by Mr. McCaffery.

4. 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 Procurement website **by 2:00 PM on March 22, 2022**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call Mr. McCaffery at (203) 574-6748.

## **F. Management**

Any contract or purchase order resulting from this RFP will be managed by the Board of Education's Chief Operating Officer or designee for the Board of Education.

## **G. Conditions**

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the 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 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 persons actually assigned to staff 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 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 satisfactorily meet 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 G.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 explanation 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 Contract/Agreement language. See Attachment B.
15. Any contract 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.

#### **H. Proposal Requirements & Required Format**

One original (clearly identified as such) and five **(5)** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or thumb drive, must be received at the following address no later than **11:00AM on March 30, 2022**.

Mr. Kevin McCaffery  
Director of Purchasing  
City of Waterbury  
235 Grand Street, Room 103  
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. Proposers shall also, as indicated in Attachment C, 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 company'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. Company Name.
- b. Permanent main office address.
- c. Date company 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?
- 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 of the nature outlined in the RFP, as well as a description of its primary business focus along with a detailed description of proposed project lead(s) and support team.
- b. Summary of Relevant Experience. A listing of similar School Districts whereby the proposer has provided similar assessment and design-engineering services to in the past seven (7) years. For each, provide the organization name and the name, title, email address and telephone number of a responsible contact person.
  - For each, provide a summary overview of the project/services provided, duration of time, success of project/services provided and status of completion.
  - 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. Identify the service team who would be assigned to provide the desired services. Include a resume for each detailing general and specific relatable experience for the services requested, professional education, certifications and years of service with the company. Describe the company's ability to replace assigned personnel with equivalent experience should a change be necessitated by the company or the BOE.
- 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, Work Plan and Other

- a. Qualifications. For each item listed in Section B- Qualifications, please describe your company's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed.
  - b. HVAC & Mechanical Systems — Assessment and Design-Engineering Services. Please provide a detailed overview of your proposed services, capacity and all associated features and value added components.
  - c. Work Plan. Please describe the anticipated work plan and approach to providing the requested services.
  - d. Assigned Personnel. Provide a complete listing of key assigned person(s) by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
  - e. Requirements of the BOE. Please detail any and all requirements of the BOE.
4. Cost Schedule.

Provide an all-inclusive fixed hourly rate for each assigned position and support staff positions to be assigned or potentially to be assigned as part of providing the requested services.

Specifically identify any costs not included in the proposed hourly rate including but not limited to travel, lodging, meals, office supplies, software and hardware, etc.

Specifically identify percentage add-on (if any) for indirect labor costs if not included in proposed hourly rates.

Specially identify percentage add-on (if any) for profit if not included in proposed hourly rates.

Specifically identify percentage add-on (if any) for subcontracted work.

The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals.

*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 provide these services? If so, please describe.
  - f. Has your company ever had a contract terminated for cause within the past five years? If yes, provide details.
  - g. Has your company been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
  - h. During the past seven years, has your company ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
  - i. Are there any other factors or information that could affect your company's ability to provide the services being sought about which the City and its employees 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. Quality Assurance & Disciplinary Action. Please provide an overview of your organization's system of quality control. Provide an affirmative statement that the company has not been subject to any disciplinary action during the past seven (7) years by any state or federal regulatory body. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

## **I. Evaluation of Proposals; Selection Process**

### **1. Evaluation Criteria**

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and 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 & work plan along with the quality of the overall proposal and assigned program manager(s).
- b. Proposed hourly rates.
- 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 H.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).

## **2. Selection Process**

The Waterbury Board of Education 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.

### **J. 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.

### **K. 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".

### **L. State Set-Aside Requirements (Not Applicable)**

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 June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work

with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

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 [http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=180](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=180)

#### **M. 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.

## **Five (5) Attachment A Documents**

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

## **One (1) Attachment B Document**

- SAMPLE CONTRACT

## **One (1) Attachment C Document**

- ADDENDUM/CERTIFICATION/NOTICE OF ACCEPTANCE

## **One (1) Attachment D Document**

- INSURANCE REQUIREMENTS

**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)

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(Service or Commodity Covered by Contract)

(Term of Contract)

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(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**

☐

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

---

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(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**

☐

(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.

\_\_\_\_\_  
(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

☐

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

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*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.

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**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: \_\_\_\_\_



**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

## 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

**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):

<b>Name</b>	<b>Title</b>	<b>DOB</b>	<b>Stock %</b>
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):

<b>Name</b>	<b>Title</b>	<b>Affiliated Company (if none state NONE)</b>	<b>Address</b>	<b>DOB</b>
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:

<b>TRADE NAME</b>	<b>PLACE OF INCORPORATION/REGISTRY</b>	<b>PRINCIPAL PLACE OF BUSINESS</b>
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\_.

My Commission Expires: \_\_\_\_\_ (Notary Public)

**For Corporation**

Witness \_\_\_\_\_

Name of Corporate Signatory

### Address of Business

Affix  
Corporate  
Seal

By: \_\_\_\_\_  
Name of Authorized Corporate Officer

Its: \_\_\_\_\_  
Title \_\_\_\_\_

**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: \_\_\_\_\_

### **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

## **LIMITED LIABILITY 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

PROFESSIONAL SERVICES AGREEMENT

RFP No. 7208

For

School Building HVAC And Mechanical Solutions

Assessment, Design And Engineering Services

between

The City of Waterbury, Connecticut

and

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THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and \_\_\_\_\_, located at \_\_\_\_\_, Connecticut, a State of Connecticut duly registered domestic limited liability company (the "Contractor").

**WHEREAS**, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

**WHEREAS**, the Contractor submitted a proposal to the City responding to RFP No. 7208 for school building HVAC and mechanical solutions assessment, design and engineering services; and

**WHEREAS**, the City selected the Contractor to perform services regarding RFP No. 7208; and \_\_\_\_\_

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

**NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

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



1.1. The Project consists of and the Contractor shall provide HVAC equipment and mechanical system assessments and development of comprehensive design-engineering solutions and bid specifications on designated aged Waterbury Public School buildings as further detailed and described in **Attachment A** and 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 The City's solicitation documents, RFP No. 7208 (attached hereto)

1.1.2 \_\_\_\_\_ Cost Proposal dated \_\_\_\_\_ (attached hereto)

1.1.3 \_\_\_\_\_ Response to RFP No. 7208 attached hereto

1.1.4 Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference

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

1.1.8 Required Contract Provisions ARPA Funded Projects

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 This Contract document.

1.2.2 \_\_\_\_\_ Proposal dated \_\_\_\_\_.

1.2.3 \_\_\_\_\_ Response to RFP No. 7208 attached hereto

1.2.4 The City's solicitation documents, RFP No. 7208.

1.2.5 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

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, if applicable, 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.

**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 condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of 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, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

**3.5. Standard of Performance.** All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the 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 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 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** 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 Contractor 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 Contractor shall deliver periodic, written reports as requested by 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, (iii) 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 (iv) any and all additional useful and/or relevant information. Each report shall be signed by a \_\_\_\_\_ Officer.

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 remedy(ies) 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.** The term of this Contract shall be for a period of one (1) year commencing upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, upon completion of the contracted services and work, unless sooner terminated as provided by this agreement. The City shall have the right to extend the term of this contract for two separate 1-year periods, on the same terms and conditions as this contract, by giving written notice of its election to exercise each extension at least 30 days prior to the expiration of the base term of the contract. ("Contract Time").

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

**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.

#### **INSERT COMPENSATION TERMS**

**6.1. 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.

**6.1.1** 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 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. 7208 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.

**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 reasonable 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; **(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

**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 the City's 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 so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

**9.2.** At no additional cost to the City, the 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** 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 each accident any auto, all owned and hired autos

**9.4.3 Professional Liability Insurance: \$1,000,000.00** each wrongful act. **\$1,000,000.00** aggregate limit

Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

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 date of this contract. If the policy is replaced and/or the retroactive date changes, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

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

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

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

**9.4.5 Excess/Umbrella Liability Insurance: \$1,000,000.00** per occurrence, **\$1,000,000.00** aggregate

**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 Liability shall be endorsed to add the City and its Board of Education as additional insureds 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 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 are 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 on all lines of coverage except Professional Liability as their interests may appear"**. 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 Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

**10.1. Permits, Laws, and Regulations.** Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. 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 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** The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made 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 rates apply to all ARRA funded contracts regardless of the contract's dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is

implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

**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 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 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.

**12. Intentional left blank.**

**13. Termination.**

**13.1. Termination of Contract for Cause.** If 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 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

**13.1.1** In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall 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 upon not less than thirty (30) calendar days prior written notice 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. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

**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 fourteen (14) 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. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

#### **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., this shall not include the use of third party licenses, provide 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. this shall not include the use of third party licenses, (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 and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

**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:

**15.1.** Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

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

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

**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 which approval shall not be unreasonably withheld. 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.

**16.1.** 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 as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly 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, 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 A, 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 change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

**26. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **RFP No. 7208** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7208**.

**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 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 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  
c/o Chief Operating Officer  
235 Grand Street, 1<sup>st</sup> Floor  
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 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

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

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

application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

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

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

**32.5.** Upon a showing that a subcontractor made a kickback to the City, a prime 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 owed 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 the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:

<http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

**32.11.** The 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.

**(signature page follows)**

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

**WITNESSES:**

**CITY OF WATERBURY**

Sign: \_\_\_\_\_

By: \_\_\_\_\_

Print name:

Neil M. O'Leary, Mayor

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Print name:

**WITNESSES:**

Sign: \_\_\_\_\_

By: \_\_\_\_\_

Print name:

Its: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Print name:

## ATTACHMENT A

1. The City's solicitation documents, RFP No.7208 (attached hereto)
2. Bidder's Revised Cost Proposal dated \_\_\_\_\_, (attached hereto)
3. Bidder's Response to RFP No. 7208 attached hereto
4. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
5. Certificates of Insurance, incorporated by reference
6. All applicable Federal. State and local statutes, regulations charter and ordinances. (Incorporated by reference)
7. All Required Licenses See attached Document
8. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached

**REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED  
PROJECTS**

dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits



discrimination on the basis of age in programs or activities receiving federal financial assistance.

- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.
- 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
  - 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
  - 1.15.2 Contractor acknowledges that Executive Order 13166, “Improving Access to Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury’s directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor’s programs, services, and activities.
  - 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
  - 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor’s successors, transferees, and assigns for the period in which such assistance is provided.
- 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial

assistance, 42 U.S.C. § 2000 et seq., as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

- 1.17        Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.18        Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19        If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number \_\_\_\_\_ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20        The Contractor shall protect all Whistleblowers as follows:
  - a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
  - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
  - c) The list of persons and entities referenced in the paragraph above includes the following:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Treasury employee responsible for contract or grant oversight or management;
    - v. An authorized official of the Department of Justice or other law enforcement agency;
    - vi. A court or grand jury; or
    - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

## 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**

### **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

**Other Insurance Required:** Abuse/Molestation Liability Insurance: \$1,000,000 each Occurrence  
   \$1,000,000 Aggregate  
   (Applicable to Contractors working directly with Youth/Minors)

**Employee Dishonesty/Crime:** \$500,000 per Loss

**Builder's Risk Insurance:**            \$1,000,000 each Occurrence

**Contractors Pollution Liability Insurance:**    \$1,000,000 each Claim  
   \$2,000,000 Aggregate Coverage

**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.

architecture



City of Waterbury  
Board of Education  
School Building  
HVAC & Associated  
Mechanical Solutions  
Assessment, Design  
& Engineering  
Services

**RFP#7208**

Waterbury,  
Connecticut

March 30, 2022

engineering



management





March 29, 2022

architecture

engineering

management

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

Re: RFP#7208  
Project Title: School Building HVAC & associated Mechanical Solutions  
Assessment, Design & Engineering Services

Dear Kevin,

**edm** and is pleased to propose our services as a Mechanical On-Call Consultant for the City of Waterbury.

**A/E Firm** | As a local, multi-disciplined Architecture and Engineering firm, we have the ability to provide all of the building-related design services needed for this contract in-house. This allows for a superior level of team communication assuring more complete coordinated projects.

**Experience** | **edm** currently holds 15 on-call contracts for public and private clients in New England. Our clients recognize a single call can immediately answer a question or meet a need. Project examples and references are attached.

Our MEP staff collectively has over 160 years of experience working on hundreds of renovation and new construction projects for a wide range of clients in the Municipal, Institutional, Industrial, Commercial and Multi-family markets. With an office in Unionville, Connecticut, we are both uniquely positioned and experienced to support any project assigned under this contract.

Typically for MEP On-Call contracts, we've provided Mechanical, Electrical, Plumbing and Fire Protection engineering in support of assessment studies, conceptual programming, development of schematic designs and construction documents along with providing support during bidding and construction.

**Quality & Project Approach** | Our project approach is really quite simple. It is based on effective communication and active listening. We must fully understand your goals to plan and design a successful project that will meet your needs and inspire end-user support. This understanding will lead to responsible solutions that are cost-effective, high in quality/performance and easy to maintain. We would encourage you to speak with any of our previous clients to see how our approach has worked for them.

The first step for all of our projects is to develop a thorough understanding of the project scope by visiting the project site and meeting with all involved stakeholders. We then expand upon those efforts to suit the specific scope-of-work involved considering budget and timeline constraints all while keeping the various project stakeholders engaged throughout the progression of the project.

pittsfield, ma  
unionville, ct  
troy, ny

888.336.6500

www.edm-ae.com



Project Team | **edm** will act as the engineer of record. **Ellana**, with whom we have collaborated on many public projects, will provide Independent Cost Estimating services.

Every On-Call contract has a minimum Project Manager level staff member assigned as the Champion point-of-contact for the duration of the contract. This person will oversee all projects assigned under the contract and can pull in support staff as needed. The main point-of-contact for the City of Waterbury, Board of Education contract is Robert Sherman, who has successfully led numerous on-call contracts and will be the direct contact at any given time.

Sustainability and Innovation | **edm** strives to incorporate the latest Sustainable and Innovative elements in our designs in order to reduce our carbon footprint and conserve natural resources. We have over a dozen LEED projects and are currently working on a Net-Zero, passive house facilities building in Massachusetts.

Thank you for the opportunity to submit our qualifications. If you have any questions or comments, please do not hesitate to call.

Sincerely,

**edm**



Jeromy Richardson, PE, CBO  
Principal / CEO



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Cover Letter

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**1**



## FIRM OVERVIEW

**we listen. we create. we care.**

**edm** is a multi-disciplined architecture and engineering firm providing true single-source delivery of all major design disciplines.

Founded in 1988, **edm** maintains offices in Unionville, CT, Pittsfield, MA, and Troy, NY, all positioned to provide superior communication and services to clients throughout the northeast region. Work for this contract will be performed primarily out of the Unionville office location.

Long a part of our values before it was popular, **edm** delivers sustainable and cost-effective solutions with an emphasis on environmentally-friendly design. Whether the goal is lower energy costs or a US Green Building Council designation, our experienced team members, including **edm**'s certified LEED AP professionals, work closely with clients to achieve their design goals.

**edm** takes pride in maximizing value through innovative design and effective project management for our public, private, corporate, commercial, institutional, and industrial clients.

By actively listening to our clients' visions, we create comprehensive designs that result in high performance with lasting value.

### Why edm

**edm** specializes in providing quality architecture and engineering services to clients in the northeast.

Our design team has years of experience working on projects in a number of different industries including higher education, K-12, higher education, hospitality, multi-family, commercial, corporate, industrial, cannabis, financial, federal, and municipal entities.

**edm** designs and optimizes complex and proprietary systems to significantly reduce waste of materials, increase efficiency, minimize downtime, and improve product quality all resulting in increased profits for our clients.

## Proposer Information

### Company Name:

edm architecture & engineering, pc

### Permanent Main Office Address:

100 West Street, Suite 210  
Pittsfield, MA 01201

### Date Company Organized:

May 11, 1988

### Legal Form of Ownership:

Professional Corporation  
Incorporated in Massachusetts

**Number of Years Engaged in Services  
Under Present Name (edm):** 31

### Principals:

Jeremy Richardson PE - CEO, 22 years exp.  
Head of Engineering

Tim Eagles - Vice President, 36 years exp.  
Co-Director of Architecture

John Ineson - Clerk, 39 years exp.  
Co-Director of Architecture



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# PHILOSOPHY STATEMENT & BUSINESS FOCUS

Our approach to an on-call contract is simple...**we listen...we create...we care...**

Providing on-call services is a unique undertaking. Too many engineering firms focus solely on their own vision instead of the client's needs. In contrast, our entire process is based on one skill – listening. Our team members are the best listeners in the industry and will put the City's needs first.



**we listen...** Good communication and collaboration within the project team is essential. Having in-house architecture and engineering staff simplifies communication and enables our clients to mobilize a project team with one simple phone call. **edm** understands the varied tasks and dynamic nature of on-call services and have the personnel and experience to adapt to project requirements as projects arise.

**we create...** There are unique considerations for each project within an on-call contract. The challenge is to recognize the particular significance of each and respond quickly. **edm** has the experience to carefully evaluate facilities, consider daily operations and ask the critical questions, which allows us to develop thoughtful, innovative solutions.

**we care...** Our long-term relationships with our clients speak to a continuing quality of product and care that we bring to every project. We respond to our clients every day in an on-call basis to meet a particular need or answer a question. We would suggest you speak with our clients to find out how we are doing.

For a detailed description of proposed project leads and support team, please see **Personnel Listing & Capacity**.



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# SUSTAINABILITY STATEMENT

*"Many, many, many lives depend upon this"*  
Edward Mazria, FAIA

## Sustainability Approach

**edm** is committed to sustainable design in every aspect of our **integrated practice**. As a member of the U.S. Green Building Council with LEED Accredited Professionals on staff, **edm** is actively involved in projects for both new and existing buildings with sustainability goals. Our design approach allows us to merge the specific needs of the client with the implementation of practical & measurable green building design. As an A/E firm, we focus on thoughtful integration of architecture with the site and electrical, mechanical, and structural systems to deliver responsible solutions.

**edm** recognizes our obligation and opportunity as architects and engineers to minimize the environmental impact of climate change and to improve people's quality of life. We understand the need to exercise leadership in creating the built environment and promoting sustainability at all levels. We believe we must alter our strategies and encourage the entire design and construction industry to join with us to change the course of the planet's future.

**edm's** group of architects and engineers is committed to evaluate the operational emissions and the embodied carbon of new and existing buildings. The goal is to determine the materials, process and systems that can be improved/replaced/repurposed with the final goal of elevating the design practice, saving our client's money, and combatting the effects of global climate change.

**edm** has created a **Sustainability and Innovation Committee** to provide the leadership, training and knowledge to support the firm's sustainable practices. This committee establishes the firm goals within the office's short and long-term action plans:



Healthy Materials  
Specification



Embodied Carbon



Operational Carbon/MEP



Arch2030

## Short Term

- Transform and reuse the existing as much as possible before building new.
- Spend resources ONLY where and when are needed.
- Embrace a new concept of beauty attained only through respect to the environment in the building environment.

## Long Term

- Remove site fossil-fuel use from the projects, creating all electric building and source energy from a grid fed by 100% renewable energy.
- Design projects that "draw down" or sequester carbon, as opposed to just creating projects that are carbon neutral or NetZero

**edm's** commitment to **AIA 2030 Challenge** is putting in place firm-wide resources, standards, and practices to ensure that every project helps us achieve a more sustainable practice. **edm** is supporting the critical need for more consistent and rigorous metrics related to actual building performance. As part of the process to ensure these metrics are being constantly evaluated, **edm** has developed monthly project design reviews to ensure sustainable procedures in the company's projects from their conception stage. In addition to evaluating operational energy use, **edm** is develop a material comparison chart to add to our design process resources to provide additional information to the owner in order to evaluate material options in an informed way to help drive down the project's overall carbon footprint.



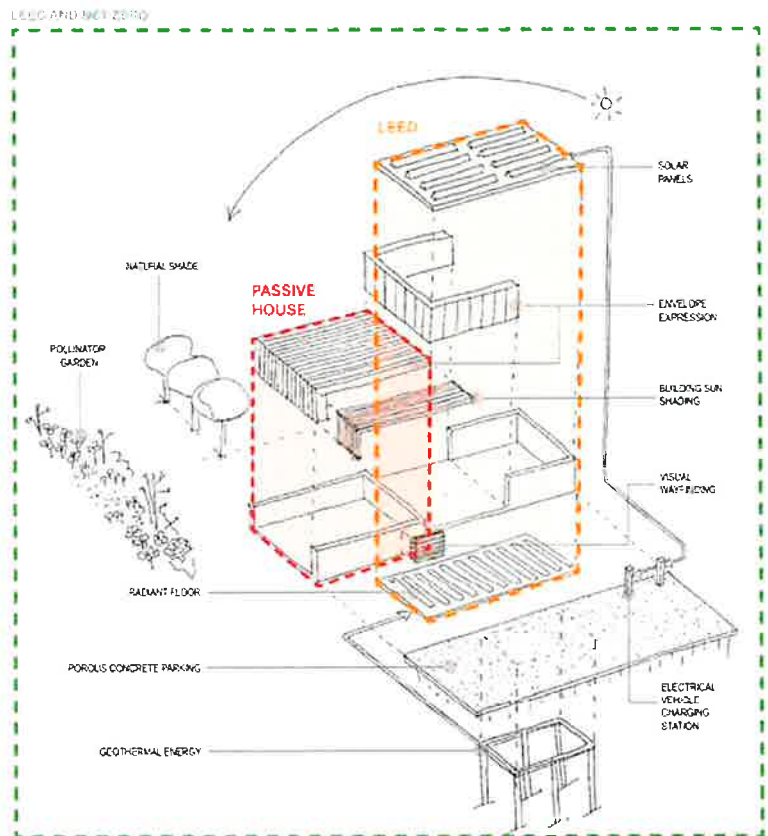
## Sustainable Projects

**edm** has many LEED projects, including the DCAMM Facility building, in Northborough, MA, designed to be LEED certified, Net Zero and Passive House.

Currently in design completion, the objective for the **New Surplus Properties Facility Building** has been to site, plan and design a new facility that will exceed the Commonwealth's energy and sustainability goals wherever possible for the Surplus Properties group of the Office of Facilities Maintenance and Management (OFMM).

The project has a particular focus on sustainability, energy, and resilience. The expectation for the office program area is to achieve Passive House US (PHIUS) certification, LEED Gold certification for the entire building, with net zero carbon and/or net-zero energy use anticipated. Fossil fuels will not be used to power the building, and the building will be sustained by a photo-voltaic array and a ground-source, closed-loop geothermal heating and cooling system.

Two structures are planned for the conceptual site development, a 7,450 SF office/vehicle/storage building, and a 4,000 SF storage building. The building layout for the office/vehicle/storage facility has been developed with the intent of LEED Gold, and Net Zero certification, with Passive House certification as a major goal for the office portion of the building (approximately 2,900 SF).



## Other Project Examples

- **Rosenblum Co-Warehousing/Co-Work Facility** – Renovation, Net-Zero anticipated
- **Williamstown Fire Station** – New Construction, Net-Zero anticipated
- **Choate Rosemary Hall, Wallingford Inn** – Renovation, Net-Zero anticipated
- **Hartford Community Health Center** – LEED Silver MEP design
- **RiverMills Senior Center** – New Construction, LEED Silver design
- **Monterey Library** – Renovation and New Construction, LEED Silver anticipated
- **PeoplesBank, West Springfield** – Renovation, LEED Gold
- **PeoplesBank, Holyoke** – Renovation and New Construction, LEED Silver
- **UCONN, Whitney Dining Hall** – Renovation, LEED Silver
- **PeoplesBank, Northampton** – New Construction, LEED Gold Certified
- **Berkshire Community College** – Provided air system deficiencies study of multiple conditioned air delivery systems. Study included engineered building space load calculations and ventilation calculations to meet current code requirements.



# HEALTH AND WELLNESS

*"The greatest wealth is health"*

The WELL Building Standard® is a performance-based system for measuring, certifying, and monitoring features of the built environment that impact human health and wellbeing, through air, water, nourishment, light, fitness, comfort, and mind. WELL's mission is to improve human health and wellbeing through the built environment. WELL explores the connection between the buildings, where we spend more than 90% of our time, and the health and wellness of its occupants.

- **edm** believes in the deep relationship between human wellbeing and the built environment promoting the physical, psychological, and social well-being of people in buildings and the built environment. Wellness is about ensuring the health, happiness, and fulfillment of every individual employee as well as the firm as a whole.
- **edm** has WELL certified professionals and applies/proposes WELL principles (to the possible extent) to all their projects independently of if they are seeking certification through the wellness design review.

Some of the concepts included in the wellness design review are:

- Light (natural light, circadian rhythm, glare, solar gain...)
- Materials and biophilia (natural materials, restriction of harmful materials...)
- Mind (promotion of mental health and wellbeing, connection to nature, connection to place...)
- Community (Emergency Preparedness Plan, promote health-oriented mission...)
- Water Quality
- Nourishment and Movement (promote healthy habits and active communities)
- Sound (maximum sound levels, sound barriers...)
- Air Quality and Thermal Comfort (fresh air, airborne particulates, mold, ventilation, VOCs...)

- **edm** has started the process of transforming the company offices to meet the Well Standards to create a healthier work environment. The company provides adjustable work surfaces, new sound absorbing materials for specific "quiet areas", water filters, interior plants, individual thermal comfort among others.



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# DIVERSITY STATEMENT

**edm**'s mission of designing for the future we need drives us to collaborate. Collaboration is inclusive. We celebrate multiple approaches and points of view. We believe diversity drives innovation, so we're building a culture where difference is valued. It connects us closer to our clients and the communities we serve.

We are working at the grassroots level to promote interest and diversity in architecture and engineering by introducing these fields to younger generations. We have teamed with a local school to introduce building design to elementary school children through the "Blueprint Academy". We offer high school internships, shadowing days and have teamed with schools for "Construction" events. We hire college interns to increase their knowledge of the field. Our HR policy is to hire for talent and provide a road map for team members to follow to advance within the company to positions of leadership.

Diversity within a design team leads to more thoughtful, creative solutions. To that end, **edm** has assembled a varied group of design professionals for the Inn Renovation project at Choate Rosemary Hall. **edm** does have in-house architecture, interior design, structural, mechanical and electrical engineering, but for a given project, we often supplement our in-house knowledge with expertise from trusted consultants. Most of these relationships date back many years and include WBE, MBE, VBE and non-SDO firms.

We are committed to diversity and work to increase our efforts both internally and through our teaming approach.

**EQUITY** is providing balanced resources and opportunities to ensure all staff can reach an equal outcome;

**DIVERSITY** is encompassing an array of staff that represents varied experiences and perspectives;

**INCLUSION** is fostering a sense of belonging for all voices and perspectives to feel welcome respected, supported and valued to fully participate.

**edm** believes that human capital is the most valuable asset it has. The collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities, and talent that employees invest in their work enriches our project outcomes.

Acknowledging the geographical and professional challenges of diversity in the architecture-engineering-construction industry, **edm** is committed to helping to minimize the current gender, racial and cultural gap. To that end **edm** has created a **Diversity Committee** to foster, cultivate and preserve a culture of equity, diversity, and inclusion.

**edm**'s diversity committee has developed an action plan with short and long-term actions, to ensure the success of our diversity policies. As part of this plan, we are implementing:

- nameless resume reviews
- team interviews
- flexible workplace policies
- engaging with minority and diverse organizations
- mentoring students, and
- reviewing work policies to allow employees to address their needs



Amy Ray and Monica Perez del Rio during the Equity and Diversity at work event organized by AIA CT - July 2021



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## RELEVANT EXPERIENCE

**edm** has provided MEP engineering design services for over 300 buildings, public and private. **edm** has not had any contracts or purchase orders in the last 3 years with any agency of the City of Waterbury.

### Stowe Early Learning Center Gym - Enfield, CT

Designed replacement of existing gymnasium heating/ventilation system with new air conditioning to suit changed usage of gym spaces. Design/build.

### MassBay Community College - Wellesley Hills, MA

Engineering design and project management for HVAC upgrades in the Carey Academic Building on the Wellesley Hills campus. The project included adding energy efficient air conditioning units and ventilation to two existing floors. The renovation used cost effective design to maximize value and was strategically carried out while the building remained occupied.

### UMass Amherst, Amherst LGRC - Amherst, MA

Design and engineering services for the Lederle Graduate Research Center (LGRC), which consists of three towers and low-rise structure totaling 500,000 square feet. The existing fire alarm system layout was original to the when building when it was constructed in 1973. **edm** designed a new fire alarm, equipment rooms and other code required life safety upgrades within the three high rise towers.

### Three Rivers Community College - Norwich, CT

**edm** provided MEP services as part of the CT Department of Administrative Services on-call for HVAC upgrades at Snow and Wheaton Halls.

### Williams College, Morely Lab - Williamstown, MA

Design of renovations for yearly updates to labs suites for incoming professors or changes in programs including new hoods, utilities, casework, finishes and lighting. Psychology lab for observation and testing.

### JFK Middle School - Northampton, MA

HVAC and control upgrades

### East Windsor Public Schools - East Windsor, CT

East Windsor High School Nurse's Suite Renovation, Broad Brook Elementary School Nurse's Suite Renovation, Town Hall HVAC Replacement, Broad Brook Boiler Replacement, High School Boiler Replacement



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## City of Worcester / Worcester Public Schools - MEP On-Call Worcester, MA

**edm** has been providing engineering services through the MEP On-Call for the City of Worcester since 2018. Project examples include:

- **Gates Lane Elementary School** – Replace existing five packaged rooftop units
- **Durkin Administration Building** – Replace Server Room Air Conditioning
- **Worcester East Middle School** – Removal and replacement of the existing Fire Alarm System
- **Multiple Schools** – Investigation into the Replacement Planning Project for the Modular Classrooms at six different school locations
- **Claremont Academy** – Existing Fire Suppression System sprinkler head evaluation
- **West Tatnuck Elementary School** – Fire Alarm System removal and replacement
- **DCU Convention Center** – Electric Vault Upgrade Study on Commerce Street
- **Frances Perkins Library** – Replaced gas-fired HVAC equipment with electrified equipment.
- **Numerous Schools** – Boiler Replacements

### Disciplines

- Mechanical Engineering
- Plumbing Engineering
- Electrical Engineering
- Fire Protection Engineering

### Services

- Programming
- Planning & Design
- Cost Estimating
- Construction Documents
- Bidding
- Construction Administration

**Project Cost:** \$10,000 - \$4,000,000

**Year Completed:** Ongoing

**Reference:** James (Jim) Bedard, Facilities Director  
508-799-3151  
bedardj@worcesterschools.net



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## MSBA Accelerated Repair - Boiler Replacements

### Fall River & Fitchburg, MA

**edm** has been working with the Massachusetts School Building Authority since 2017 and currently have an Accelerated Repair - Boilers and Roofs for their MA public school system. Project examples include:

- **Resiliency Preparatory Academy, Fall River, MA** - Work included replacement of 3 existing boilers with new high efficiency boilers, heating system control upgrades and upgrades to over 300 radiators in the building. **edm** also completed a 3,500 SF PVC roof replacement and replacement of standing seam metal roofs on the school's ventilation towers.
- **Westall School, Fall River, MA** - Replacement of two existing steam boilers with new high efficiency boilers and upgrade heat systems in the building. **edm** also completed a roof replacement for a 20-year old EPDM system with a new PVC roof system. Four ventilation shaft roofs were replaced.
- **South Street School, Fitchburg, MA** - **edm** completed the South Street School roof and boiler replacement for the City of Fitchburg. This project was secured through the MSBA Accelerated Repair Program. This project involved the replacement of existing slate and rubber roof on West Building and replacement of boilers and associated equipment in the South Building.

#### Disciplines

- Mechanical Engineering
- Plumbing & Piping Design
- Electrical Engineering
- Structural Engineering
- Code Consulting
- Architecture

#### Services

- Planning & Design
- Cost Estimating
- Construction Documents
- Bidding
- Construction Administration

**Project Cost:** \$5,714,200 (Fall River), \$1,765,000 (Fitchburg)

**Year Completed:** 2020

**Reference:** Craig Chalifoux, Director of Business & Finance,  
Fitchburg Public Schools  
(978) 345-3217, [chalifoux@fitchburg.k12.ma.us](mailto:chalifoux@fitchburg.k12.ma.us)



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## Springfield Public Schools - Culinary & Nutrition Center

### Springfield, MA

**edm** provided architecture and engineering services for the complete renovation of a former manufacturing building to create a Culinary and Nutrition Center for the Springfield Public Schools. The project included a new office suite, production kitchens, locker rooms, and storage. The HVAC design consisted of:

- Office Area and Training Rooms are served by two air handler units with hot water heating coils and dx cooling coils with supply and return ductwork distribution with Variable air volume (VAV) units with hot water reheat coils to serve individual zones. Main Kitchen Area and Storage Area are served by three roof top units with hot water heating coils and dx cooling coils with supply and return ductwork distribution with Variable air volume (VAV) units with hot water reheat coils to serve individual zones. Individual make-up air units with natural gas fire heaters along with up-blast exhaust fans serve each kitchen exhaust hood.
- Hot water hydronic system is provide by 2 high efficient condensing boilers with inline pumps, general exhaust fans serving bathroom areas, mechanical rooms, and below freeze pads areas. Main air cooled chiller with piping to serve kitchen process equipment, main air compressor with piping to kitchen process equipment. Full Building Management System, and all air handler units, roof top units, pumps, make-up air units, and kitchen exhaust hood fans provide with variable frequency drives.

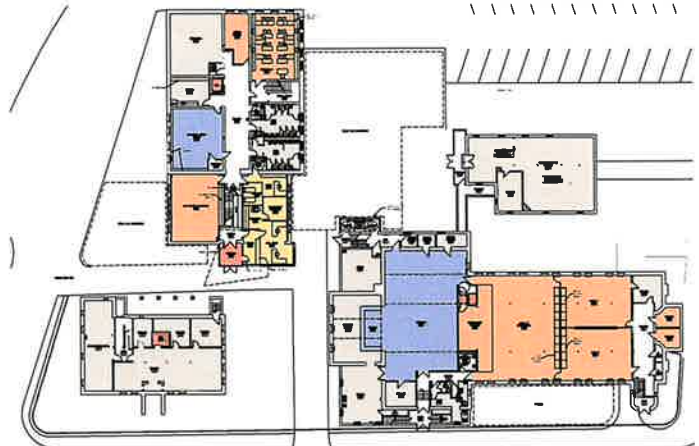
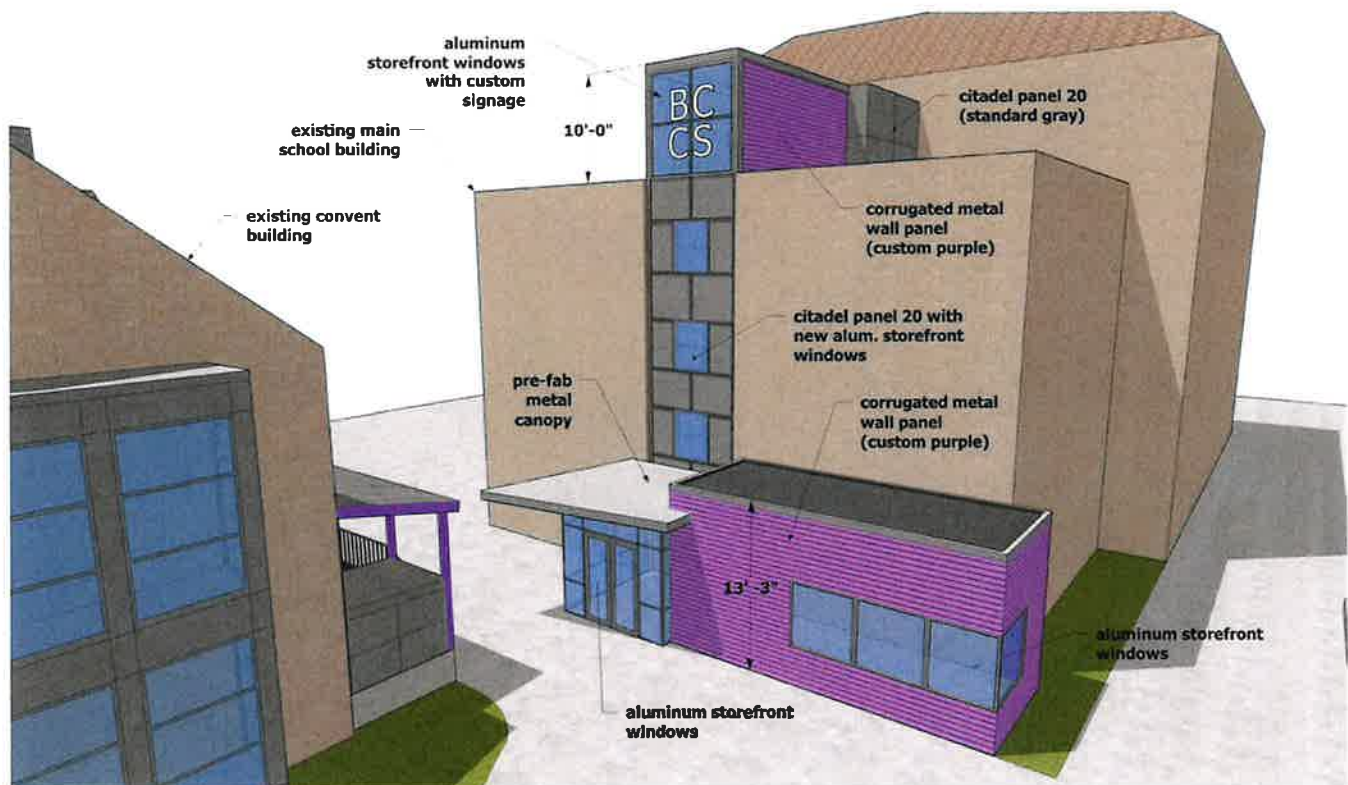
**Project Cost:** \$12,000,000

**Year Completed:** 2019

**Reference:** Patrick Roach, CFO & Operations Officer for Springfield Public Schools  
(413) 787-7100 x55299  
roachp@springfieldpublicschools.com



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## Brass City Charter School

### Waterbury, CT

Adaptive reuse of a former historic St. Margaret's Catholic Church complex to accommodate BCCS's, expanding enrollment. Project included conversion of the 7,500 SF rectory, (Early Childhood Learning Center), 6,200 SF convent (Administration) and 20,000 SF church (Gymnasium, Music and Art) and expansion/renovation of the 26,000 SF school building. Creation of a safe, secure school campus in an urban setting was also a major factor with site modifications to create safe playgrounds and gathering spaces, and remove vehicular traffic from between buildings.

**Project Cost:** \$6,000,000

**Year Completed:** 2018

**Reference:** Barbara Ruggiero, Executive Director  
(203) 527-5942  
bruggiero@brasscitycharter.org



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## King School - STEM Lab HVAC Upgrades Stamford, CT

**edm** provided design services for the conversion of an existing two story space into an Innovation Lab on the lower level and a general-purpose classroom on the upper level within the same space above a section of the lab.

The Innovation Lab features bench and tool workspace on the perimeter, open center floor plan with flexible furniture and pull-down power, robotics arena and large materials storage closet concealed behind white board covered doors. There is a small mechanical room on the new second level, adjacent to the study room, to house HVAC equipment serving both spaces. In addition to mechanical there is plumbing and electrical work to support the equipment in the lab and classroom spaces. There are also renovations in the program room on the west side of the buildings lower level which include removal of a circulation desk and related construction in a work room of the academic center area.

<b>Project Cost:</b>	\$600,000
<b>Year Completed:</b>	2018
<b>Reference:</b>	Kimberly Leeker, CFO (203) 322-3496 x346



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## The Hotchkiss School

### Lakeville, CT

**edm** has been providing architecture and MEP services for various buildings at The Hotchkiss School. Projects include the Eifers Walk Study, a faculty lounge renovation and three dormitory renovations.

**Buehler Hall** dormitory renovations began in 2018 and included three phases of construction over three different summers. The building scope included replacing the heating system, adding sprinklers and adding new finishes throughout the building. The faculty apartments were reconfigured with the addition of air conditioning. A redesign of the lobby entry space and reconfiguration of the student bathrooms were also completed.

The second dormitory renovation, **Wieler Hall**, was a single phase of construction. **edm** replaced the heating system, added sprinklers, and replaced ceilings and lighting throughout. The third dormitory, **Tinker Hall**, began in 2021 and will be a multi-phase construction. Similar in scope to Buehler Hall, the project includes replacing the heating system, adding sprinklers and new finishes throughout. The faculty apartments will be reconfigured with the addition of air conditioning. A redesign of the lobby entry space, reconfiguration of the student bathrooms and addition of an accessible ramp will also be completed.

**Project Cost:** Varies

**Year Completed:** 2018 - Ongoing

**Reference:** Brian Hanecak, Facilities Project Manager  
(860) 435-4422, bhanecak@hotchkiss.org



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## Choate Rosemary Hall

Wallingford, CT

**edm**, has been providing architecture and engineering services for the school since 2011. Project examples include:

**St. John Hall** - This design for complete renovation of the school's existing Math and Computer Science Building featured a new entrance with outdoor patio overlooking campus, a student commons, and cafe. Planned modernizations to the building include new finishes, lighting, mechanical, electrical, and plumbing system upgrades, code and safety upgrades, and replacement of exterior windows. **edm** designed and engineered the project to meet LEED Silver certification, while blending in with the historic campus.

**Hill House Portico and Stairs** - Severe deterioration at front entrances of three historic campus buildings lead to their need for replacement. **edm** designed careful reconstructions, paying tribute to original historic designs, while incorporating needed design improvements, such as: reconfigurations enhancing a sense of welcome; accessibility improvements; LED lighting; reconstruction of wood columns, trim and balustrades. Material selections oriented toward longevity, durability and overall lower maintenance, intending to last for future generations.

**Headmasters House** - 11,000 SF residential design for Choate Rosemary Hall's school headmaster and family, required to operate simultaneously as their private residence and an entertainment space for official school dinners and functions.

<b>Project Cost:</b>	Varies
<b>Year Completed:</b>	2011 - Ongoing
<b>Reference:</b>	Tom Hinde, Project Manager (203) 697-2083, <a href="mailto:thinde@choate.edu">thinde@choate.edu</a>



[www.edm-ae.com](http://www.edm-ae.com)





## MCLA On-Call

### North Adams, MA

**edm** has been providing architectural/engineering services to MCLA since 2014. We currently have an on-call with the school and have performed a wide range of projects including certifiable studies, renovations, and new construction. Project examples include:

**Facilities Building** – **edm** delivered a cost-effective design for this 11,000 SF facility, utilizing pre-manufactured metal building construction. The clean-lined, modern design features abundant daylighting to offices and workshops within an advanced, energy efficient enclosure. MEP design includes “green” features such as: high efficiency gas furnaces and cooling units, energy recovery ventilation, low water usage plumbing fixtures, and LED lighting.

**Fitness Center** – Renovations to replace an indoor pool with a new fitness center, running track, and athletic offices. At the Amsler Campus Center, edm partnered with MCLA on the repurposing of the existing pool area that had been underutilized for years, and infilled the pool to create a new fitness center and athletic training/teaching area and inserted a two-lane running track at the upper level of the existing two-story space.

**Campus Center Electrical Upgrade & HVAC Study** – The Amsler Campus Center required an HVAC upgrade. To meet their programming needs, the College wanted to provide air conditioning to spaces that were previously served with only heating and ventilation. The expanded air conditioning drove the electrical loads beyond the service capacity of the building and the utility power available. This peak demand only occurred for a very limited number of hours per year. edm was able to work with the Facilities Department and develop an innovative design to implement load shedding in order to meet programming needs while avoiding the cost of an expensive (if not impossible) infrastructure upgrade.

**MCLA, Murdock Hall Generator Replacement** – Design of a back-up power system for classroom/office.

**Centennial Room Reconfiguration** – Renovations to the food servery stations and dining areas.

**Project Cost:** \$140,000 - \$2,100,000

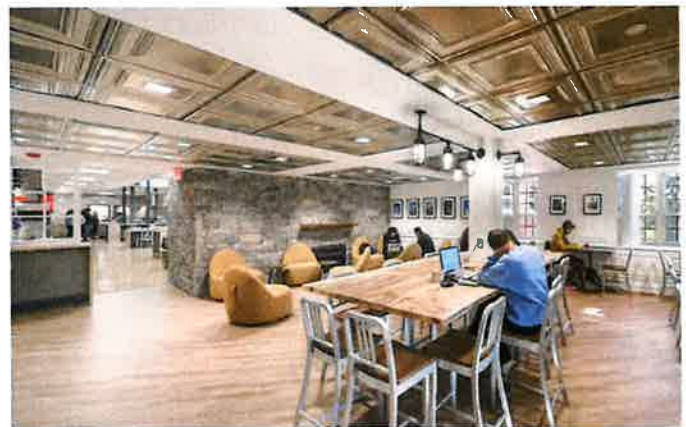
**Year Completed:** 2014 - 2021

**Reference:** Bob Fortini, Assistant Director of Facilities  
(413) 662-5023, r.fortini@mcla.edu



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## University of Connecticut On-Call

Storrs, CT

**edm** currently has an on-call contract with the University of Connecticut and has worked on a range of campus projects. Project examples include:

- **Chemical Lab Air Conditioning, UConn Avery Point, Groton, CT** – Designed new variable refrigerant flow based air conditioning system to serve college chemistry lab.
- **Technology Incubator Program** – Renovations for lab and support space that include fume hoods, lab sinks and vacuum compressed air.
- **Beach Hall Science Lab** – MEP engineering for labs room 137/139.
- **UTEB & Engineering Buildings** – Chiller Water expansion; HVAC and electrical design associated with chilled water expansion.
- **C2E2 Lab** – State-of-the-art Additive Manufacturing Technology Lab for School of Engineering.
- **Whitney Dining Hall** – Renovation of a 5,000 SF dining facility. The roof will be replaced directly over the main dining area and reconfiguration of the HVAC in the dining hall.

**Project Cost:** \$50,000-\$2,850,000

**Year Completed:** 2014 - Ongoing

**Reference:** James Libby, Senior Project Manager  
860-486-8879  
james.libby@uconn.edu



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## Berkshire Community College - On-Call

### Pittsfield, MA

**edm** has been working with Berkshire Community College since 2015. Project examples include:

- **Paterson Field House** - Study for HVAC and ventilation to the gymnasium, locker rooms and second floor office / athletic spaces. Project is using a combination of conventional packaged rooftop units, VRF (Variable Refrigerant Flow) minisplits and ERVs (Energy Recovery Ventilators) for fresh air.
- **Hoffman Environmental Center** - Replacement of heating boilers and domestic hot water heater.
- **Turf Field, Lighting and Grandstand** - **edm** provided project management services as well as architecture, structural and MEP engineering for the reconstruction of Athletic Field # 1 on the BCC campus. Project included the installation of a synthetic turf field surface, grandstand expansion, concession stand, scoreboard, improved field lighting and sidewalks for improved circulation.
- **Stanley Power Plant Machine Shop Conversion and Renovation** - Garage bay modification in order to lengthen the bay.
- **Concession Stand** - Design services for access deck for the concession stand building.
- **Courtyard Sidewalk** - Replacement of courtyard sidewalk.

### Disciplines

- Mechanical Engineering
- Plumbing & Piping Design
- Electrical Engineering
- Structural Engineering
- Code Consulting
- Architecture

### Services

- Programming
- Planning & Design
- Cost Estimating
- Construction Documents
- Bidding
- Construction Administration

**Project Cost:** \$50,000 - \$2,500,000

**Year Completed:** 2015-2022

**Reference:** Andrea Wadsworth, VP of Finance  
413-236-3001  
awadsworth@berkshirecc.edu

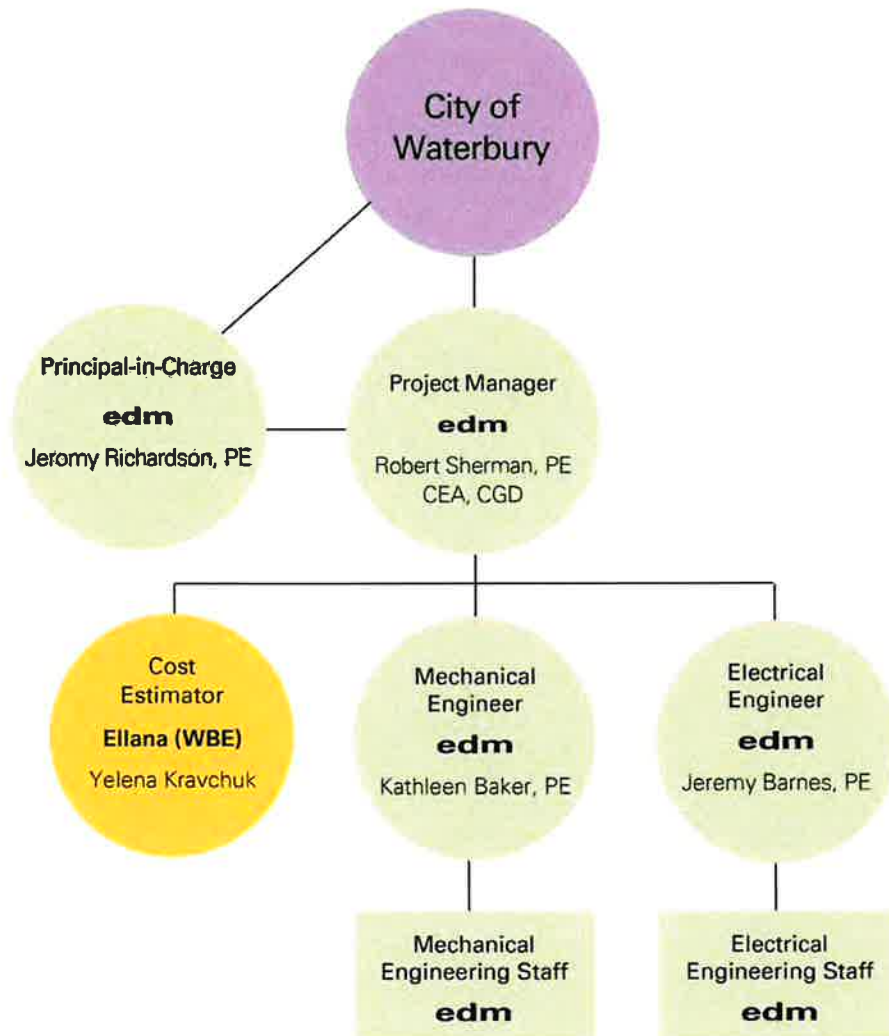


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# PERSONNEL LISTING

**edm** will act as Project Engineer of Record in the Project Manager role, providing all MEP/FP engineering services. We have teamed with **Ellana**, who will provide independent cost estimating services. We have teamed with Ellana on a number of projects together, including a number of MEP projects throughout New England. In addition to MEP engineering services, we also offer structural and architectural services in-house.



## CAPACITY

**edm** has the capacity to take on the Waterbury on-call. Our staff size is 37 employees. In the event we need to replace assigned personnel, we currently have 7 mechanical staff and 3 electrical staff with equivalent experience with the ability to perform comprehensive HVAC and mechanical systems assessment and design-engineering services for designated target facilities. **edm** can utilize additional staff as needed to complete multiple projects in the required time allotted by the City.



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## Jeromy Richardson, PE, CBO, MCPPO

### Principal-in-Charge

Jeromy is a Project Manager and Building Code Consultant with extensive knowledge of code requirements and engineering design. A Certified Building Official (CBO), he has 22 years of experience working for and directly with the municipalities in New England. Jeromy is a dedicated manager who oversees a wide range of engineering, building code and consulting projects at **edm**.

#### Education

AS - Engineering Berkshire  
Community College

#### Registrations

Connecticut  
Massachusetts  
New York  
New Hampshire  
Vermont

#### Certifications

MA State Certified Building  
Official  
ICC Certified Building  
Official  
Licensed Construction  
Supervisor  
ICC Building Inspector  
ICC Commercial Building  
Inspector  
ICC Residential Building  
Inspector  
OSHA 10

#### Years with edm

8

#### Municipal/Government Experience:

##### City of Worcester On-Call - Worcester, MA

Various MEP projects

##### City of Springfield Culinary & Nutrition Center - Springfield, MA

Renovation of 56,000 SF building for centralized food service support for Springfield Public Schools to produce and distribute 100,000 meals a day

##### Brass City Charter School - Waterbury, CT

Adaptive Reuse Converting Church Complex into Elementary/Middle School Campus.

##### City of Springfield Skills Technical Training Facility - Springfield, MA

HVAC systems design for 11,900 sf Skills Technical Training Facility

##### GSA William R. Cotter Building - Hartford, CT

Engineering design and chiller replacement

##### Town of Adams - Adams, MA

Memorial Middle School renovation, Community Center Study, Downtown Facade Improvement Program, Topia Theater

##### University of Connecticut On-Call - Storrs/Groton, CT

Gant Physics Lab, Beach Hall Geosciences Lab, UTEB Eng II Chilled Water Expansion, Whitney Dining Hall

##### Town of East Windsor - East Windsor, CT

Boiler replacement for middle school

##### GSA Lee Courthouse - New Haven, CT

Boiler replacement for historic courthouse

##### King School - Stamford, CT

HVAC design for STEM lab

##### Town of Stockbridge - Stockbridge, MA

Project Manager for Town Offices HVAC System Replacement

##### Southern CT Gas - Orange, CT

HVAC systems renovation.





## Robert J. Sherman, PE, CEA, CGD

### Mechanical Engineer

Bob has over 33 years of experience in the development, planning, engineering, design and construction administration of various Mechanical, Fire Protection, Plumbing, HVAC and Process Mechanical projects for institutional, industrial, government and private sector clients.

#### Education

BS - Mechanical  
Engineering, University of  
Massachusetts, Amherst

#### Registrations

Connecticut  
Georgia  
Maine  
Massachusetts  
New Hampshire  
New Jersey  
New York  
North Carolina  
Vermont

#### Certifications

Certified Energy Auditor,  
Association of Energy  
Engineers  
Certified GeoExchange  
Designer, Association of  
Energy Engineers

#### Memberships

ASHRAE, ASPE, NPSE

#### Years with edm

3



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#### Relevant Experience:

##### City of Worcester On-Call - Worcester, MA

Various projects for K-12 schools to include - Goddard School boiler replacement;  
ALL School DHW tank replacement, Server Room AC replacement

##### Choate Rosemary Hall, Worthington Johnson Athletic Center - Wallingford, CT\*

Design of replacement central, natural gas-fired, hot water boilers; field survey of existing conditions; selected replacement boilers and developed construction document; oversaw drafting of construction drawings by others; prepared specifications along with field oversight of MEP systems during construction.

##### Berkshire Community College, Hoffman Environmental Center - Pittsfield, MA

Boiler Replacement

##### Glen Oaks Apartments – Wall, NJ

Designed fire protection, plumbing and HVAC systems serving new apartment complex including six three-story apartment buildings with a total of 120 apartments, a clubhouse and a maintenance and tenant storage buildings.

##### Hotchkiss School – Lakeville, CT

Buehler Hall, Wieler Hall, Tinker Hall dorm renovations. Designed new fire protection and replacement plumbing system serving school dorm with faculty apartments, provided oversight of HVAC design done by others and provided full bidding and Construction Administration support.

##### Smith College Lyman Conservatory - Northampton, MA

Building Assessment for school conservatory

##### Chemical Lab Air Conditioning, UConn Avery Point, Groton, CT

Designed new variable refrigerant flow based air conditioning system to serve college chemistry lab.

##### UConn MAA\*

Design of MEP system for a new approximately 10,000 sf. Hazardous material storage facility for the UConn Storrs campus. I developed an energy model for the project to support the LEED Silver application.

##### Berkshire Community College, Hoffman Environmental Center - Pittsfield, MA

Boiler Replacement

\*Denotes personal experience



## Kathleen Baker, PE

### Mechanical Engineer

Kathleen graduated from Rensselaer Polytechnic Institute with a degree in Mechanical engineering and has been working in plumbing and HVAC design for over 6 years. She has worked on mainly educational, commercial and residential projects, and is involved in helping develop and improve Revit processes and workflows.

#### Education

BS Mechanical Engineering  
- Rensselaer Polytechnic  
Institute

#### Registrations

Connecticut  
Wisconsin

Years with edm  
1

#### Relevant Experience:

##### City of Worcester On-Call - Worcester, MA

Various projects for K-12 schools to include - Goddard School boiler replacement;  
ALL School DHW tank replacement, Server Room AC replacement

##### Berkshire Community College, Hoffman Environmental Center - Pittsfield, MA

Boiler Replacement

##### Hotchkiss School – Lakeville, CT

Buehler Hall, Wieler Hall, Tinker Hall dorm renovations. Designed new fire protection and replacement plumbing system serving school dorm with faculty apartments, provided oversight of HVAC design done by others and provided full bidding and Construction Administration support.

##### Glen Oaks Apartments – Wall, NJ

Designed fire protection, plumbing and HVAC systems serving new apartment complex including six three-story apartment buildings with a total of 120 apartments, a clubhouse and a maintenance and tenant storage buildings.

##### BYK – Wallingford, CT

HVAC design for BYK Building

##### CT DAS On-Call - Various Locations in CT

UTES Interior Renovation, Stones Ranch

##### Inspire Daycare - Waunakee, WI\*

Designed a constant volume rooftop unit hvac system for a new construction daycare center.

##### Axis Hotel - Chicago, IL\*

Designed new plumbing systems for a remodeled hotel.

##### Senior Living and Memory Care, Various Projects - Various Locations, WI\*

Designed hvac systems for new construction assisted living and memory care projects. Systems included PTACS and VTACs for individual living units, and constant volume or variable volume rooftop units for common areas.

\*Denotes Personal Experience





## Jeremy Barnes, PE

### Electrical Engineer

Jeremy is an experienced Electrical Engineer with 14 years of experience. He specializes in highly technical complex projects and has worked on large data centers, university campuses, corporate headquarters and labs.

#### Education

BS Electrical Engineering -  
Union College

#### Registrations

Connecticut  
Massachusetts  
New Hampshire  
New York

#### Years with edm

5

#### Relevant Experience:

##### **City of Worcester On-Call - Worcester, MA**

Various projects include - school fire alarm system upgrades; Woodland & Claremont Streets school emergency generator replacement; Library renovation; DCU convention center electrical system upgrades.

##### **Choate Rosemary Hall - Wallingford, CT**

Memorial House Feasibility Study

##### **Brass City Charter School - Waterbury, CT**

Adaptive Reuse Converting Church Complex into Elementary/Middle School Campus

##### **Springfield Public Schools- Springfield, MA**

Electrical systems design for Springfield Culinary & Nutrition Center.

##### **University of Connecticut On-Call - Storrs/Groton, CT**

Gant Physics Lab, Beach Hall Geosciences Lab, UTEB Eng II Chilled Water Expansion, Whitney Dining Hall.

##### **UMass, Amherst, Morrill Science Room 122/124 - Amherst, MA**

Design and renovation of two rooms into a single lab space

##### **Union College - Schenectady, NY\***

S&E Addition (Design of new Science and technology addition at Union College

##### **CT DAS On-Call - Various Locations in CT**

Tunxis Community College Manufacturing Lab HVAC Upgrades; Three Rivers Community College HVAC Upgrades.

##### **GSA JFK Federal Building VARO Realignment - Boston, MA**

Phased interior renovations of 34,600 sf on the 15th and 16th floors for the Veteran Affairs

##### **MCLA Centennial Room - North Adams, MA**

Renovations to Dining Facilities

##### **UMass, Amherst, Morrill Science Room 122/124 - Amherst, MA**

Design and renovation of two rooms into a single lab space



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\*Denotes personal experience



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**Yelena Kravchuk**  
**Senior MEP Estimator**

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**Introduction**

Ms. Kravchuk has extensive experience in the construction and engineering industry. She has a wide range of project experience and is responsible for MEP estimate preparation from the conceptual through construction document phases, as well as coordination of MEP scopes and costs with the architectural trades. She is fully involved in value engineering sessions and project cost analyses, estimates, presentations, cost reconciliations, and negotiations.

**Education**

MS/Mechanical Engineering/Polytechnical University/Minsk, BL

**Certifications/Licenses**

MCACES MII Training/Project Time & Cost, Inc, Atlanta, GA

**Relevant Experience*****NYCSCA Term Contracts - 2007-2009; 2010-2012; 2013-2015; 2018-2020; 2021-2023, New York, NY***

As part of our on-call services contracts with the NYCSCA, cost estimating services were provided for over 100 projects for school buildings. Estimates prepared at the report phase, feasibility studies, 30%, 60%, and 100% construction- document submissions. Projects covered multiple NYCSCA schools, including renovation, infrastructure upgrades, new additions, ground-up construction, flood mitigation, private-public ventures. In the past two years we performed cost estimates for over 20 projects for the post-sandy immediate renovations and resiliency upgrades throughout all five boroughs.

***NYCSCA Pre-K Center Q398, Queens, NY***

This project involved providing cost estimating services for the ground-up construction of a new 5- story steel framed pre-kindergarten center Queens, NY. The project scope involved construction of a main entrance and classrooms at street level, classrooms and offices on the second and third, classrooms and a gym on the fourth, and mechanical, toilets, and playground on the roof.

***NYCSCA Q342 – Standalone Gym Annex at P.S. 81Q, Queens, NY***

This project involved providing cost estimating services for the proposed construction of a 6,000sf ground-up standalone gym annex at PS 81Q in Queens, NY. The project scope consists of the removal of the existing TCU, site removals and the new masonry building. The building housed the gymnasium, ADA complaint toilets, storage space, and offices. The sitework included new utilities, storm-water management, pavement,

sidewalks, curbs, fencing and landscaping, a playground, synthetic soccer field, and site lighting.

***NYCSCA East New York Family Academy, Brooklyn, NY***

This project involved providing cost estimating services to Marvel Architects for the proposed ground-up construction of an 88,000 gross square foot building in East New York. The New SCA School will accommodate 602 middle and high school students. The program scope consists of learning spaces, cafeteria, gym and natatorium, in addition science, art, library, music and administrative spaces. Of the four schemes estimate, the “Transverse Scheme” was selected and the estimate was updated at the schematic design stage. The sitework included new utilities, storm-water management, pavement, sidewalk, fencing and landscaping..

***PS X468 – 1302 Edward L. Grant Highway, Bronx, NY***

This project involves providing cost estimating consultant services for all phases of development for the new construction of a 5-story building with cellar PS X468. The estimate will be used to initiate fundraising for the cost of construction of the center.

***NYCSCA P.S. 28 – Bronx, Bronx, NY***

This project involves providing cost estimating consultant services for the full-program accessibility renovation of the existing school P.S. 28 in Bronx, NY. The estimate will be used to initiate fundraising for the cost of construction of the center.

Expansion: This project involves providing cost estimating services, including estimates preparation at all design milestone, alternative pricing for variety of building systems, and value engineering costing to meet project budget.

**Yelena Kravchuk**  
**Senior MEP Estimator**

***Carol Berkley School Feasibility Study, Brooklyn, NY***

This project covers a multi-phased renovation in which the school and two adjacent buildings will be renovated and conjoined to the existing structure. The renovation provides the proper space for the schools growth with the addition of several new classrooms, administration offices and support spaces.

***Hurricane Sandy Damage Assessment of SCA Buildings, New York City, NY***

This project involved providing cost estimating assistance during due diligence phase of the damages assessment and recommendation for repair of the SCA schools damaged during hurricane. Estimates were prepared for the immediate repairs to keep schools operations, and future provisions for future upgrades, rehabilitation and permanent repairs (mitigation options). The proposed repairs include major mechanical/electrical equipment replacement, civil work, architectural and structural repairs and upgrades. The project involves complete upgrade of the existing schools to implement flood mitigation measures to prevent damages from future storms. Estimates have been prepared for the report phase through the construction documents submission.

AJ Engineering: PS 105, 198, 253, 410, 101, 620, 180

Lilker Engineers: PS 90, 303, 188, 329

Bladykas Engineering: PS 195, 207, Beach Channel

High School Shenoy Engineering: PS 276, 279, 12

Aecom: SCA Bureau of Supplies

***NYCSCA P.S. Q 018 Queens, Queens, NY***

This project involves providing cost estimating consultant services for the renovation of the existing school P.S. Q018. The renovation includes upgrading PLANYC boiler conversion and PLANYC climate control. The estimate will be used to initiate fundraising for the cost of construction of the center.

***West End Day School, New York NY***

This project involved providing cost estimating services for the interior and exterior renovation and expansion of a 4-story masonry building. The scope includes updating the compliance of the existing spaces, cellar floor expansion, 1st to 4th floor renovation and update of existing spaces.

***I.S. 372 Science Lab Upgrades, New York City, NY***

This project involves providing cost estimating services for I.S. 372 lab upgrades. The project scope covers demolition of the existing spaces, new interior finishes, new laboratory casework and energy efficient lab hoods. The MEP scope covers new plumbing fixtures in exam rooms, labs, toilet rooms, and staff areas. As well as modifying the existing HVAC system and associated ductwork. The electrical scope includes new light fixtures, power, voice/data outlets and ancillary electrical upgrades.

***NYCSCA Newtown High School - School Health Clinic, Queens, NY***

This project involves providing unit cost analysis for NYCSCA's interior and exterior renovation database. We focused on architectural, structural and site work renovations and improvements of school facilities. Unit prices were developed over the past 5 years with an escalation factor bringing all items to 2013 construction market cost. Our team approach was to bring costs to 2014 and analyze whether unit prices seemed appropriate for 2014 construction cost. Once all items were reviewed and unit cost changes were suggested, these items were delivered back to NYCSCA for approval.

***Pre-K Center K765, Brooklyn, NY***

This project involved providing cost estimating services for renovation of a building into a 16,002sf kindergarten center. The project scope included demolition of finishes, partitions, bathrooms and staircases from the cellar through to the 2nd floor. New construction included interior finishes and walls, windows, doors, bathroom specialties, classroom and office furnishings, a staircase and bulkhead from the 1st floor to roof, an outdoor playground area and various structural and MEP services.

***NYCSCA PS/IS 338K, Brooklyn, NY***

This project involves providing cost estimates for this new primary/intermediate school in the Coney Island. The 5-story, 106,000sf building with a one-level basement under accordance with current NYCSCA requirements. The design accommodates 700 students with the construction finishing in 2014.

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**Overview**

Incorporated in 1998, Ellana Construction Consultants is a certified Woman-owned Business Enterprise (WBE) and Disadvantaged Business Enterprise (DBE) construction consulting firm providing four core services consisting of cost management, project controls, owner representation and professional training services to a wide range of A/E/C industry clients. We are also certified WBE through the Woman's Business Enterprise National Council (WBENC) and SBA's Women Owned Small Business (WOSB).

We serve clients locally and regionally via our offices in New York, New Jersey, Massachusetts, Washington D.C. and California. Through the combined experience of our firm and staff, our portfolio includes projects from not only the northeastern United States, but California, the Caribbean, and the United Kingdom to Africa, the Middle East and Far East. Our staff includes architects, engineers and construction experts poised to providing quality cost estimating, scheduling, administration and project cost control services at all stages of design and construction.

**Cost Management**

Cost certainty and control are essential for any construction project. Our approach to cost management involves safeguarding your interests at every stage of design, procurement and construction process by focusing our efforts on achieving the best project results. We ensure the design fully matches your needs and budget, as well as manage the cost and risk performance against targets and identify opportunities for improvement.

We identify the best method of directing and controlling your project, then collaborate with the entire team to establish the best delivery policy and define clear accountabilities and responsibilities from concept to close-out.

As part of our cost management process, we work with the team to identify, then address any potential risks or issues to provide solutions to any discrepancies or conflicts that arise. Our cost management services include:

- |                                |                                |                                  |
|--------------------------------|--------------------------------|----------------------------------|
| • Construction cost estimating | • Budget allocation and        | • Monitoring of                  |
| • Value engineering exercises  | asset management               | commitments and                  |
| • Constructability reviews     | • Cost forecasting / trending  | expenditures                     |
| • Project schedule development | • Early warnings / mitigation  | • Project forecasting/ reporting |
| • Feasibility studies          | • Cash flow / accruals / value | • Independent reporting to       |
| • Work breakdown               | of work completed              | project / finance                |
| structure development          | • Contingency management       | partners                         |
|                                |                                | • Reconciliation /               |
|                                |                                | integration with financial       |
|                                |                                | reporting                        |

# CONFLICT OF INTEREST

**edm** does not have any financial, personal, or other types of relationships which may pose a conflict of interest.



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# QUALIFICATIONS

Per Section B - Qualifications:

1. **Proposer must have experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services.**

Please refer to [Tab 1 - Relevant Experience](#).

2. **A proposer with a proven track record in providing these types of or similar services.**

Please refer to [Tab 1 - Relevant Experience](#).

3. **Sufficient capacity and staffing to undertake and provide comprehensive HVAC and mechanical systems assessment and design-engineering services for the designated target facilities.**

Please refer to [Tab 1 - Personnel Listing & Capacity](#).

4. **Proposer with sufficient capacity to commit dedicated staffing, ensuring efficient progression of all designated projects within the timeframes required for project execution as obligated by ESSER funding deadlines.**

Please refer to [Tab 1 - Personnel Listing & Capacity](#).

5. **Comprehensive knowledge of Federal laws, State laws and regulations governing applicable services along with associated required licenses.**

**edm** has knowledge of the state's building and fire codes for a broad range of project types and sizes will be required to support the potential requirements of project types required by the scope of the On-Call Services Contract.

Jeromy Richardson is a licensed engineer and Certified Building Official with 20 years of experience with the code review and development of successful projects in the State of Massachusetts and the State of Connecticut, including projects with the University of Connecticut and the General Services Administration. His expertise includes building code proficiency and consulting for both existing buildings and new construction projects in accordance with all applicable codes and standards.

Other project types within the State that have utilized include Brass City Charter School, Litchfield County Regional Fire School, and various projects in the Town of East Windsor.







## SERVICES

### mechanical

Fire Protection Systems  
Plumbing Systems  
HVAC  
Heating/Cooling Plants  
Data Centers  
Clean Rooms  
Waste Water Systems  
Feasibility Studies  
Existing Condition Assessments

### electrical

Arc Flash Studies  
Control System Design  
Lighting Design  
Power Distribution  
Telephone & Data Systems  
Drive Systems  
Feasibility Studies  
Existing Condition Assessments  
Fire Alarm Systems

### structural

Building Structural Design  
Building Structural Analysis  
Equipment Structures  
Failure Investigation  
Remedial Structural Design  
Existing Condition Assessments

### industrial

Production System Design  
Labor Balancing Studies  
Project Financial Justification  
Production Efficiency Studies  
Long-range Production Planning  
Safety Audits  
Product Cost Reduction Studies  
Custom Machine Design

### process

Process Flow Diagrams  
Energy & Mass Balances  
Process Optimization  
Piping Design  
Instrument Loop Sheets  
Control Systems Design

### architectural

Programming  
Master Planning  
Site Evaluation & Selection  
Architectural Design  
LEED Administration  
Code Analysis / Update  
Interior Design  
Furniture & Equipment  
FF&E  
Feasibility Studies  
Existing Condition Assessments

### energy

Energy Auditing (ASHRAE Level I, II, III)  
Building Energy Modeling (DOE-2)  
Peak Load Reduction Strategies  
Retro-Commissioning  
Energy Feasibility Studies  
Utility Rebate/Incentive Assistance  
Light Efficiency & Motor Surveys



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# PROPOSED SERVICES & WORK PLAN

**edm** is a multi-disciplinary architectural/engineering firm with a diverse team of architects, engineers, project managers, and staff with a broad range of experience across a wide range of industries and markets. Among our client base are various commercial, institutional, industrial, and municipal clients including the Connecticut Towns of East Windsor, Suffield, and Farmington, the Massachusetts City of Worcester, among others. Our strength involves working on renovation projects with existing occupied facilities. **edm** prides itself on being client driven in our approach to projects while delivering creative solutions based upon a technical expertise second to none. **edm** considers clients to be an integral part of every design team because only with the free exchange of information between all parties will you have a successful end result.

With licensed professional mechanical engineers staffed in our central Connecticut office we are well positioned to support the City for this effort. Typical services that have been provided before on similar On-Call efforts include:

- ♦ Assessments of condition of existing systems
- ♦ Design of replacement systems
- ♦ Expansion of existing systems to suit increased capacity needs
- ♦ Design of new systems
- ♦ Administration of construction of new/replacement systems

The first step on any project will be to meet with City of Waterbury staff and their representatives to clarify the goals, timeline, and budget constraints of the project. Following that meeting, **edm** will complete detailed surveys of the existing conditions specific to the project scope as they pertain to the existing HVAC and mechanical systems.

Based upon this initial information, **edm** will then work on the specifics of the project task. All design alternatives considered will include current IECC energy code requirements and presume that all the existing systems are properly sized and will be replaced with same capacity equipment, unless noted otherwise. After considering a variety of variables including cost, complexity, constructability, aesthetics, noise, etc., **edm** will determine our recommended alternatives. **edm** will then present the recommendations in the form of a basis of design narrative along with a preliminary opinion of probable construction costs to City staff and their representatives for review and comment.

Once design solutions have been agreed upon, **edm** will develop design documents as required by each task. **edm** anticipates holding minimum bi-weekly conference calls with City staff and their representatives during the design phases to update all parties on the progress of the project. The design will consist of drawings of existing system components to be demolished and drawings of existing system components to remain along with new system components to be installed or upgraded. **edm** will provide City staff and their representatives with an electronic copy (and hard copies, if requested) of the design submissions for review at strategic points in the process along with an updated opinion of probable construction cost, if requested. **edm** will subsequently meet with City staff and their representatives to review the various design submissions.

Following completion of the design, **edm** can provide bidding and construction administration support services on an as-needed basis for all projects.





# REQUIREMENTS OF THE BOE

We would anticipate having the involvement of a project manager to represent the interests of the City and provide project continuity and final decision-making authority with respect to maintaining project direction, budget and schedule.

Services that would be the responsibility of the City would include:

- Geotechnical Engineering
- Property Surveying
- Hazardous Materials Identification, Testing and Documentation
- Building Drawings



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## hourly rates

architecture

engineering

management

### Architectural

Principal	\$	210.00 per hour
Director	\$	210.00 per hour
Architect III	\$	175.00 per hour
Architect II	\$	155.00 per hour
Architect I	\$	135.00 per hour
Designer II	\$	130.00 per hour
Designer I	\$	110.00 per hour
Interior Designer II	\$	130.00 per hour
Interior Designer I	\$	110.00 per hour

### Engineering

Principal	\$	210.00 per hour
Director	\$	210.00 per hour
Manager	\$	185.00 per hour
Professional Engineer III	\$	175.00 per hour
Professional Engineer II	\$	155.00 per hour
Professional Engineer I	\$	135.00 per hour
Engineer II	\$	145.00 per hour
Engineer I	\$	125.00 per hour
Designer II	\$	130.00 per hour
Designer I	\$	110.00 per hour

### Project Management

Project Manager III	\$	175.00 per hour
Project Manager II	\$	155.00 per hour
Project Manager I	\$	135.00 per hour

### General

Support Staff	\$	70.00 per hour
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### Reimbursables

Reproductions and Shipping	Cost plus 15%
Consultants and Technical Support	Cost plus 15%
Transportation, Meals, and Lodging	Cost plus 15%
Auto Mileage	per IRS allowance

### Rates effective through December 31, 2022

The above rates are based on straight time work. Any client approved overtime for work in excess of eight (8) hours per day or forty (40) hours per week, and Saturday will be invoiced at 1.5 times the billing rate for each service category. Client approved overtime for Sunday and Holiday work will be invoiced at 2.0 times the billing rate for each service category.

Invoices for services are presented monthly. Accounts over 30 days are subject to a finance charge of 1.5% per month on unpaid balances.

pittsfield, ma

unionville, ct

troy, ny

888.336.6500

www.edm-ae.com

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## Hourly Rates

Senior Cost Manager	\$176./hr
Senior Estimator	\$159/hr
Estimator	\$133/hr

## LITIGATION INFORMATION

- a. Have you ever failed to complete any work awarded to you? **No**
- b. Have you ever defaulted on a contract? **No**
- c. Is there any pending litigation which could affect your organization's ability to provide these services? **No**
- f. Has your company ever had a contract terminated for cause within the past five years? **No**
- g. Has your company been named in a lawsuit related to errors and omissions within the past five years? **No**
- h. During the past seven years, has your company ever filed for protection under the Federal bankruptcy laws? **No**
- i. Are there any other factors or information that could affect your company's ability to provide the services being sought about which the City and its employees should be aware? **No**

## EXCEPTIONS AND ALTERNATIVES

**edm** does not have exceptions to list at this time.

## QUALITY ASSURANCE & DISCIPLINARY ACTION

Please refer to the following page to view our Quality Control plan.

**edm** has not been subject to any disciplinary action during the past seven (7) years by any state or federal regulatory body.



# QUALITY CONTROL PLAN

The **edm** process for ensuring project quality is really quite simple. It is based on effective communication, active listening, and feedback as outlined in the Quality Control Process Chart below. We strive to facilitate and focus a collaborative, creative process which delivers results and yields unexpected solutions. Our Quality Control Program is central to this process and runs from design through construction. Delivering on technical accuracy, schedule, and budget is a priority. This Program is practiced every day and begins with the commitment and involvement of our entire team. First and foremost, we make sure that the appropriate professionals are assigned to meet the specific needs of a project. We then follow through with a set of established rules, procedures, and processes. The Program includes:

- Continuous communication with our clients including client reviews and approvals at milestones
- Regularly scheduled design team coordination meetings
- Adherence to proprietary **edm** Design and Quality Checklists for each discipline
- **edm** Standard Specifications edited specific to project
- Cost estimates developed by an independent cost estimator and verified by discipline leads
- Quality review by each discipline lead prior to design phase deliverables (30%, 60%, 95%)
- 3rd-party review (internal or external depending on project scale) of milestone submissions
- All comments from client, discipline and 3rd party reviews are recorded into a multi-disciplined annotated PDF **edm** Check Set which is shared continually among team members through the design process.
- During bidding and construction, the Program continues with involvement from all disciplines coordinated by our Project Manager. Our aim during construction is to team with the contractor, OPM and our client to create a healthy relationship conducive to successful completion of the project.

Central to the success of our Quality Control Program is the feedback loop. Our Program is informed by continuous input from our clients, design professionals, and construction personnel as projects are advanced. The main components of this loop are:

- Updating of the Design and Quality Checklists
- Updating of the Standard Specifications
- **edm** Lessons Learned Academy to share across disciplines the information learned on projects

Consultants - **edm** is a multi-disciplined A/E firm. As such, we have extensive experience collaborating amongst ourselves (architects and engineers). This in-house collaboration informs our teaming procedures with outside consultants, including Quality Control. First and foremost, we select the best consultants to join our team to meet the specific needs of a project. Our Project Manager then works with the consultant to incorporate them into the **edm** Quality Control Program. Like our in-house program, our consultant program includes:

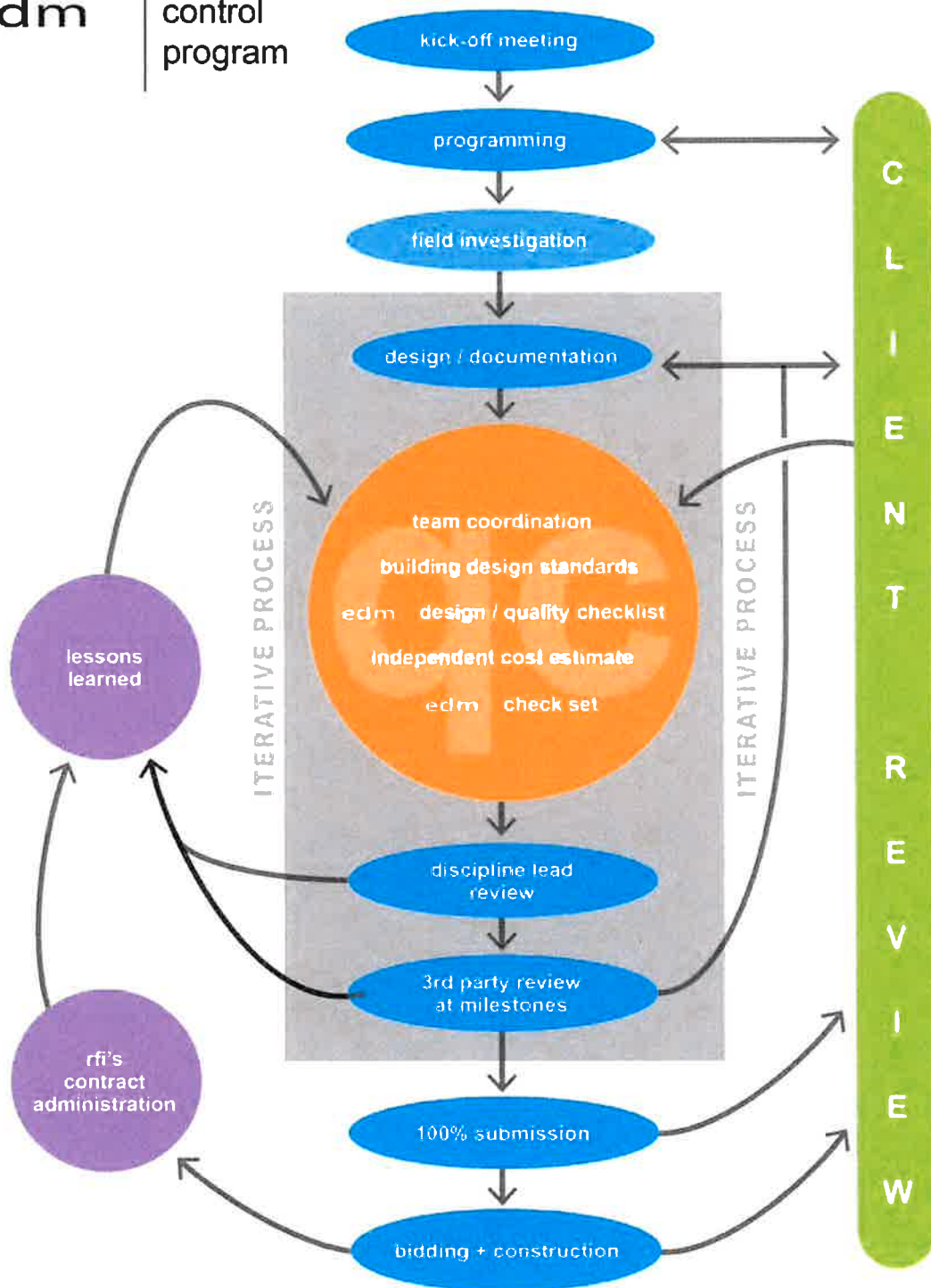
- Continuous communication with our clients including client reviews and approvals at milestones
- Regularly scheduled design team coordination meetings
- Quality review by the consultant's discipline lead prior to design phase deliverables. Comments from these reviews are recorded into the **edm** Check Set.
- Cost estimates developed by independent cost estimator and verified by discipline leads
- 3rd-party review of milestone submissions



[www.edm-ae.com](http://www.edm-ae.com)

edm

quality  
control  
program



www.edm-ae.com

**4**



# LICENSES



**STATE OF CONNECTICUT  
DEPARTMENT OF CONSUMER PROTECTION**

This is your certificate of registration for your records. Such certificate shall be shown to any properly interested person on request. Do not attempt to make any changes or alter this certificate in any way. Questions regarding this certificate of registration can be emailed to the Occupational & Professional Licensing Division at [dcp.occupationalprofessional@ct.gov](mailto:dcp.occupationalprofessional@ct.gov).

In an effort to be more efficient and Go Green, the department asks that you keep your email information with our office current to receive correspondence. All renewal notifications and certificates will only be emailed to your last reported email on record. You can update your address and email address or print a duplicate certificate by logging into your account with your User ID and Password at [www.elicense.ct.gov](http://www.elicense.ct.gov). Visit our website at [www.ct.gov/dcp](http://www.ct.gov/dcp).

Mailing address:

**EDM ARCHITECTURE & ENGINEERING PC  
100 WEST STREET STE# 210  
PITTSFIELD, MA 01201**

Email on file to be used for receiving all notices from this office:

**[jrichardson@edm-ae.com](mailto:jrichardson@edm-ae.com)**

<b>STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION</b>			
Be it known that			
<b>EDM ARCHITECTURE &amp; ENGINEERING PC</b>			
<b>100 WEST STREET STE# 210 PITTSFIELD, MA 01201</b>			
has been certified by the Department of Consumer Protection as a registered			
<b>JOINT PRACTICE</b>			
Architecture: Yes	Landscape Architecture: No	Land Surveying: No	Professional Engineering: Yes
<div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;">Registration #: JPC.0000172 Effective Date: 05/01/2022 Expiration Date: 04/30/2023</div>			
verify online at <a href="http://www.elicense.ct.gov">www.elicense.ct.gov</a>			 Michelle Seagull, Commissioner

Office of the Secretary of the State of Connecticut

I, the Connecticut Secretary of the State, and keeper of the seal thereof,  
DO HEREBY CERTIFY, that

EDM ARCHITECTURE & ENGINEERING, P.C.

a corporation incorporated under the laws of MASSACHUSETTS and transacting business in the state  
of Connecticut under the name

EDM ARCHITECTURE & ENGINEERING, P.C.

filed an application for certificate of authority to transact business in this office on June 11, 2018.

A certificate of withdrawal has not been filed, the corporation has filed all annual reports, and so far as  
indicated by the records of this office such corporation is authorized to transact business in Connecticut.



---

Secretary of the State

Date Issued: May 17, 2021



EDMSERV-01

AGROVER

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/7/2022

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).

<b>PRODUCER</b> Berkshire Insurance Group a Division of Brown & Brown PO Box 4889 Pittsfield, MA 01202	<b>CONTACT NAME:</b> Adrienne Grover		
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b> (413) 499-3918	
	<b>E-MAIL ADDRESS:</b> agrover@berkshireinsurancegroup.com		
<b>INSURED</b> edm architecture & engineering, p.c., edm Services, Inc., edm CT, Inc. & Engineering & Architectural Design, DPC 100 West Street Suite 210 Pittsfield, MA 01201	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Twin City Fire Insurance Company</b>		<b>29459</b>
	<b>INSURER B : Sentinel Insurance Company</b>		<b>11000</b>
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

## 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 ITR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			08SBAAE0916	1/1/2022	1/1/2023	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 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			08SBAAE0916	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			08SBAAE0916	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000
B	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	08WECAE2Z5Y	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

\*\*\*For Informational Purposes Only\*\*\*

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

Adrienne M. Grover



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/6/2021

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).

<b>PRODUCER</b> AssuredPartners of Washington, LLC 19689 7th Ave NE, Ste 183, PMB #369 Poulsbo WA 98370	<b>CONTACT NAME:</b> Jim Ledbetter	<b>FAX (A/C, No):</b> 360-626-2019	
	<b>PHONE (A/C, No, Ext):</b> 360-626-2019	<b>E-MAIL ADDRESS:</b> jim.ledbetter@assuredpartners.com	
<b>INSURED</b> edm architecture & engineering, p.c. 100 West Street, Suite 210 Pittsfield MA 01201	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A :</b> RLI INSURANCE COMPANY		13056
	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

**COVERAGES****CERTIFICATE NUMBER:** 1658477047**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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab; Claims Made			RDP0044465	8/25/2021	8/25/2022	\$1,000,000 Per Claim \$2,000,000 Aggregate Retroactive Date January 1, 1988

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Additional Insured Status is not available on Professional Liability Policy.

**CERTIFICATE HOLDER****CANCELLATION**

For your information

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  
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)  
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)

**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)**  
**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)

**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)**  
**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.

edm architecture & engineering, pc  
(Name of Company, if applicable)

  
Signature of Individual (or Authorized Signatory)

3/28/2022  
Date

Jeromy Richardson, CEO  
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☒

**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.

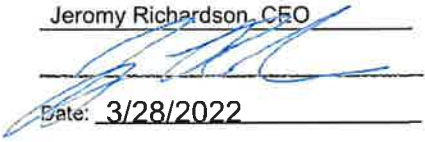
Full Legal Name and address of Recipient, Vendor, or Contractor:

edm architecture & engineering, pc  
45 South Main Street, 2nd Floor  
Unionville, CT 06085

Print Name and Title of Authorized Representative:

Jeromy Richardson, CEO

Signature of Authorized Representative:

  
Date: 3/28/2022

**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 Massachusetts

SS.: 042998750

County of Berkshire

Jeromy Richardson, CEO, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** edm architecture & engineering, pc (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 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

**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):

	<b>Name</b>	<b>Title</b>	<b>DOB</b>	<b>Stock %</b>
1	Jeromy Richardson	CEO		32.143%
2	John Ineson	Clerk		32.143%
3	Tim Eagles	Vice President		35.714%
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):

	<b>Name</b>	<b>Title</b>	<b>Affiliated Company (if none state NONE)</b>	<b>Address</b>	<b>DOB</b>
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:

	<b>TRADE NAME</b>	<b>PLACE OF INCORPORATION/REGISTRY</b>	<b>PRINCIPAL PLACE OF BUSINESS</b>
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

**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



Jeromy Richardson  
\_\_\_\_\_  
Name of Corporate Signatory

100 West Street, Suite 210, Pittsfield, MA 01201  
\_\_\_\_\_  
Address of Business

Affix  
Corporate  
Seal

By: \_\_\_\_\_  
Name of Authorized Corporate Officer  
Its. CEO  
\_\_\_\_\_  
Title

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

State of Massachusetts )

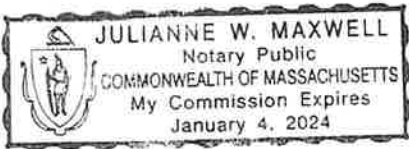
) SS

County of Berkshire )

Jeromy Richardson being duly sworn,  
deposes and says that he/she is CEO of edn architecture & engineering, pc 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 March 2022.

[Signature]  
My Commission Expires: 01/04/2024 (Notary Public)



## 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 3/21/2022 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.

042998750  
Social Security Number  
or Federal Identification Number

edm architecture & engineering, pc  
Signature of Individual or Corporate Name

  
\_\_\_\_\_  
Corporate Officer  
(if applicable)

State of incorporation: Massachusetts

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:



Name Jeromy Richardson  
By: CEO (Title)  
Business Address: 45 South Main Street, 2nd Floor, Unionville, CT 06085  
(City, State, Zip Code)  
\_\_\_\_\_  
Phone: 860-339-6134  
Email: jrichardson@edm-ae.com  
Date: 3/28/2022

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.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2022

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).

<b>PRODUCER</b> AssuredPartners of Washington, LLC 19689 7th Ave NE, Ste 183, PMB #369 Poulsbo WA 98370	<b>CONTACT NAME:</b> Jim Ledbetter	<b>PHONE (A/C, No, Ext):</b> 360-626-2019	<b>FAX (A/C, No):</b> 360-626-2019
	<b>E-MAIL ADDRESS:</b> jim.ledbetter@assuredpartners.com		
<b>INSURED</b> edm architecture & engineering, p.c. 100 West Street, Suite 210 Pittsfield MA 01201	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: RLI INSURANCE COMPANY		13056
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

**COVERAGES****CERTIFICATE NUMBER:** 2088658824**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
	<b>COMMERCIAL GENERAL LIABILITY</b>						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	<b>AUTOMOBILE LIABILITY</b>						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$
	DED RETENTION \$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				PER STATUTE OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability including Contractors Pollution Liability			RDP0044465	8/25/2021	8/25/2022	\$1,000,000 Per Claim \$2,000,000 Aggregate Retroactive Date January 1, 1988

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Additional Insured Status is not available on Professional Liability Policy.

**CERTIFICATE HOLDER****CANCELLATION**

The City of Waterbury 236 Grand Street Room 341 Waterbury CT 06702 USA	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 <i>Matthew L. Copus</i>

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Date: 6/29/2022

From: Delinquent Tax Office

To: Margaret Cherubini  
Waterbury Public Schools

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.

EDM Architecture & Engineering, PC  
100 West St, Suite 210,  
Pittsfield, MA 01201  
Jeromy Richardson  
John Ineson  
Tim Eagles

If you have any questions regarding this matter, please do not hesitate to call our office at (203) 574-6810.

Very truly yours,

*Nancy J. Olson*

Nancy J. Olson. CCMC  
Deputy Revenue Collection Manager  
City of Waterbury

NO/ln

**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 Massachusetts

SS.: 042998750

County of Berkshire

Jeromy Richardson, CEO, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** of edm architecture & engineering, pc (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 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

**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):

	<b>Name</b>	<b>Title</b>	<b>DOB</b>	<b>Stock %</b>
1	Jeromy Richardson	CEO		32.143%
2	John Ineson	Clerk		32.143%
3	Tim Eagles	Vice President		35.714%
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):

	<b>Name</b>	<b>Title</b>	<b>Affiliated Company (if none state NONE)</b>	<b>Address</b>	<b>DOB</b>
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:

	<b>TRADE NAME</b>	<b>PLACE OF INCORPORATION/REGISTRY</b>	<b>PRINCIPAL PLACE OF BUSINESS</b>
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

**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



Jeromy Richardson

\_\_\_\_\_  
Name of Corporate Signatory

100 West Street, Suite 210, Pittsfield, MA 01201

\_\_\_\_\_  
Address of Business

Affix  
Corporate  
Seal

By: \_\_\_\_\_  
Name of Authorized Corporate Officer

Its: CEO

\_\_\_\_\_  
Title

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

State of Massachusetts )

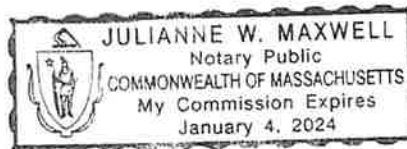
) SS

County of Berkshire )

Jeromy Richardson being duly sworn,  
deposes and says that he/she is CEO of edn architecture & engineering, pc 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 March 2022.

My Commission Expires: 01/04/2024  (Notary Public)



*Rochdi Maghfour**Interim Chief Operating Officer**(203) 346-2340**rmaghfour@waterbury.k12.ct.us***EXECUTIVE SUMMARY**

**TO:** Honorable Boards of Education and Aldermen

**FROM:** Rosh Maghfour, Interim Chief Operating Officer *RM/m*

**DATE:** June 30, 2022

**SUBJECT:** Amendment #1 to the Maintenance Services Agreement for Facilities Management System, System Support Services and Temperature Control at Various School Locations with SNE Building Systems, Incorporated

The Education Department would like to amend the agreement with SNE Building Systems for Building Automation System currently at seven school locations (Laurel Hill and Bergin Complexes, Kennedy High School, Rotella and Maloney Magnet Schools, Gilmartin, Duggan, Reed K-8 Schools and State Street School). The original contract has a three-year term and the current total amount of the agreement is \$216,000 (\$72,000 each year).

The amendment adds an additional three years to the contract extending the term to July 31, 2025. Services will now also cover Carrington and Wendell Cross. The additional three years will not exceed \$301,350 (\$90,450 each year) making the total contract amount not to exceed \$517,350 which includes contingencies.

Waterbury Public School has been using SNE since 2010 and have been very pleased with their service and performance during that time.

Thank you for your consideration.

c: Mike Konopka, Jerry Gay  
File



**AMENDMENT #1**  
**to**  
**MAINTENANCE SERVICES AGREEMENT**  
**for**  
**Maintenance Services for Building Management System, System Support**  
**Services and Temperature Control at Various City Schools**  
**between**  
**The City of Waterbury, Connecticut**  
**and**  
**SNE Building Systems, Inc.**

**THIS AMENDMENT** ("Amendment #1"), 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 and SNE Building Systems, Inc., (the "Contractor" or "SNE"), located at 29H Kripes Road, P.O. BOX 575, East Granby, Connecticut 06026, a State of Delaware, duly registered Corporation (jointly referred to as the "Parties" to this Amendment #1).

**WHEREAS**, the City entered into an Agreement with SNE with a term commencing on August 1, 2019 and terminating on July 31, 2022 ("Agreement"); and

**WHEREAS**, in accordance with Section 23 of the Agreement, the parties agree to amend the Agreement to include additional services and compensation; and

**NOW THEREFORE**, it is mutually agreed to amend the Agreement as follows:

- 1. Section 1. of the Agreement ("Scope of Services"), specifically section 1.1, shall be amended to include the following two (2) additional schools as further detailed in Attachment A, attached hereto:**

Carrington Elementary School and Wendell Cross Elementary School.

- 2. Section 5 of the Agreement ("Contract Time") shall be deleted and replaced with the following:**

**5. Contract Time.** The Contractor shall commence all work and Services required under this Contract on August 1, 2019 and shall complete all work and services required under this Agreement on July 31, 2025 ("Contract Term").

- 3. Section 6.1. of the Agreement ("Fee Schedule") and Section 602 of the Agreement ("Contingency") shall be deleted in its entirety and replaced with the following:**

**6.1. Fee Schedule.** The fee payable to the Contractor shall not exceed FIVE HUNDRED SEVENTEEN THOUSAND, THREE HUNDRED FIFTY DOLLARS

(\$517,350.00) in accordance with Attachment A ("Total Compensation"). This Total Compensation amount includes any City controlled contingency fees. All fees and hourly rates shall be as set forth in Attachment A and shall be payable to the Contractor semi-annually. With the basis of payment being as follows:

<b>6.1.1</b>	<b>Fee for Year 1</b> –August 1, 2019- July 31, 2020 In an amount not to exceed Seventy-Two Thousand Dollar.....	\$72,000.00
<b>6.1.2</b>	<b>Fee for Year 2-</b> August 1, 2020- July 31, 2021 In an amount not to exceed Seventy-Two Thousand Dollar.....	\$72,000.00
<b>6.1.3</b>	<b>Fee for Year 3-</b> August 1, 2021- July 31, 2022 In an amount not to exceed Seventy-Two Thousand Dollar.....	\$72,000.00
<b>6.1.4</b>	<u><b>City Controlled Contingency for Years 1-3</b></u> August 1, 2020- July 31, 2022 In an amount not to exceed Thirty Thousand Dollars.....	\$30,000.00
<b>6.1.5</b>	<b>Fee for Year 4</b> –August 1, 2022- July 31, 2023 In an amount not to exceed Ninety Thousand Four Hundred Fifty Dollars.....	\$90,450.00
<b>6.1.6</b>	<b>Fee for Year 5</b> –August 1, 2023- July 31, 2024 In an amount not to exceed Ninety Thousand Four Hundred Fifty Dollars.....	\$90,450.00
<b>6.1.7</b>	<b>Fee for Year 6</b> –August 1, 2024- July 31, 2025 In an amount not to exceed Ninety Thousand Four Hundred Fifty Dollars.....	\$90,450.00
<b>6.1.8</b>	<u><b>City Controlled Contingency for Years 4-6</b></u> August 1, 2022- July 31, 2025 In an amount not to exceed Thirty Thousand Dollars.....	\$30,000.00
<b>TOTAL CONTRACT AMOUNT</b> <b>NOT TO EXCEED .....</b>		<b>\$517,350.00</b>

**6.2. Contingency.** The City Controlled Contingency amounts stated above shall be utilized at the sole discretion of the City for additional work and services not set forth in this contract, such as emergency calls.

**4. Attachment A to this Amendment shall be fully incorporated herein and made part of this Amendment and includes the following:**

1. SNE's Proposal, as revised, (8/1/2022 – 7/31/2025), submitted February 17, 2022 (with proposal signed 2/24/22), consisting of 7 pages, including its Attachments thereto: Levels of Coverage Building Automation Systems (2 pages), Yearly Labor (1 page), and List of Covered Equipment (3 pages), (excluding Contractor's general conditions), attached hereto.

**5. All other terms, conditions, and provisions not specifically amended herein of the Agreement executed on May 4, 2020, shall remain in full force and effect and binding on the Parties hereto.**

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

**WITNESSES:**

**CITY OF WATERBURY**

\_\_\_\_\_  
Sign & Print name

By:

\_\_\_\_\_  
Neil M. O'Leary  
Mayor, City of Waterbury

\_\_\_\_\_  
Sign & Print name

Date: \_\_\_\_\_

**WITNESSES:**

**SNE BUILDING SYSTEMS, INC.**

\_\_\_\_\_  
Sign & Print name

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Sign & Print name

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

**ATTACHMENT A to Amendment #1**

1. SNE's Proposal, as revised, (8/1/2022 – 7/31/2025), submitted February 17, 2022 (with proposal signed 2/24/22), consisting of 7 pages, including its Attachments thereto: Levels of Coverage Building Automation Systems (2 pages), Yearly Labor (1 page), and List of Covered Equipment (3 pages), (excluding Contractor's general conditions), attached hereto.

## SYSTEMS SUPPORT AGREEMENT

**Customer:**

Attention: Mr. Konopka  
Waterbury Public Schools  
Chase Building, 3<sup>rd</sup> Floor  
236 Grand Street  
Waterbury CT 06702

SNE Building Systems, INC.  
29H Kripes Road P.O. Box 575  
P.O. Box 575  
East Granby, CT 06026

**SNE Building Systems, Inc. agrees to provide the following Systems Support Services:**

☒ Building Automation Support Services

☒ Standard

☐ Scheduled Labor Only

☐ Comprehensive Offering

☒ Additional Services

☐ HVAC Equipment Systems Support Services

☐ Standard

☐ Scheduled Labor Only

☐ Comprehensive Offering

(See Attachment "A" DDC Level of Coverage, "B" Labor Hours and Attachment "C" List of Covered Equipment as applicable)

**Terms and Payment:**

This Systems Support Agreement shall begin on **August 1, 2022, to July 31, 2025**, and from year to year thereafter until terminated in accordance with the general conditions.

The Agreement price is **\$271,350.00 (Two- Hundred seventy-one thousand three hundred- fifty 00/100 Dollars)**

Invoices will be issued semi-annually @ \$45,225.00 in advance. Payment will be made within thirty (30) days of invoice date.

**SNE Building Systems, Inc.**

Proposed By: Robert Doerr, Senior Sales Executive

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted By: Byron Bailey

Signature: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

Date Submitted: 2-17-2022  
Proposal No:

Office Use

Phone: (203) 573-6640  
Agreement No: 15956



## Attachment "A" –Level of Coverage BUILDING AUTOMATION SYSTEMS

### **STANDARD OFFERING**

#### **Scheduled Preventive Maintenance**

SNE Building Systems, Inc. will perform all scheduled on-site system inspection and preventive maintenance tasks to ensure that the Building Automation System (BAS) is operating at maximum performance and reliability levels. On-site technicians will analyze, adjust, calibrate all applicable temperature sensors, humidity sensors, diagnostic LED's, work stations, controllers, modems, input/output points, communications, transmitters, transducers and UPS. This work will be performed during normal working hours unless agreed otherwise.

- Provide system support and system diagnosis via Internet.
- **Seasonal Heating/Cooling Inspections:** check/test/calibrate electronic controls for heating/cooling applications. Verify valve and damper operation. Advise of needed repairs (i.e. valve packing, sensors, actuators, etc.).
- **Upon inspection, parts found to be non-functional will be listed on a report.** A cost to repair and for Replacement will be provided for owner authorization. Invensys (TAC) parts will be invoiced at List less 50%. Outside purchases will be invoiced at 15% OH and 10% profit. Labor for repairs will be Invoiced at \$130.00 per hour.

#### **Help Line**

SNE Building Systems, Inc. will assist Customer's Building Automation System Operators with questions that may arise on the daily operation, troubleshooting or ideas to improve upon the system operation. Control Specialists will help Customer's building operators maximize the use of the Building Automation System to improve comfort and reduce operating costs.

#### **System Utilization Review**

Through analysis of the system software, SNE Building Systems, Inc. will ensure that the operating logic is performing optimally. Technicians will look for Inaccurate sensors, outstanding system alarms, operator commands that have been entered overriding normal operation and/or deactivation of energy related control strategies. If SNE Building Systems, Inc. uncovers abnormal conditions, we will initiate the corrective action in accordance with the Customer's approval.

#### **Database Backups**

SNE Building Systems, Inc. will back-up the system database during the scheduled preventative maintenance visit and store them in a safe place for retrieval in the event of a component or system failure. This will ensure that all changes of the software will be safe and protected.



## Attachment "A" –Level of Coverage BUILDING AUTOMATION SYSTEMS (continued)

### Preferred Labor, Materials Rates, Repair Services

If during performing on-going scheduled preventive maintenance, it is determined that a repair to covered equipment or systems is necessary, the Customer will be advised of the needed repair. Subject to approval by an authorized agent of the Customer, the work will be performed at the following preferred time and materials rates discounted from our standard (non-contract Customer) rates.

#### **Non-Contract Customer Rates as of Jan 1, 2022:**

- Straight Time - \$165.00
- Overtime - \$195.00

#### **Contract Discounted Rate as of Jan 1, 2022:**

- Straight Time - \$130.00
- Overtime - \$155.00

*Schneider Electric (IA Series) Materials Invoiced at 50% Discount. Outside Material Purchases Invoiced at cost plus 15% overhead and 10% profit. SNE Building Systems, Inc. reserves the right to change the standard service rates at any time and without notice.*

### Repair Authorization:

The customer can also select to authorize repair services to replace defective parts upon an accepted dollar amount, stated below:

- ☐ I authorize SNE Building Systems to replace defective parts up to \_\_\_\_\_dollars per part.  
Accepted by: \_\_\_\_\_
- ☐ Please advise me of the cost for the part. Verbal and/or written approval is required.  
Accepted by: \_\_\_\_\_

### Attachment "B" – Yearly Labor

Building	Labor Hours Onsite	Remote Diagnostics
Bergin Complex	104	3
Laurel Hills Complex	104	3
Maloney Elementary	52	3
Rotella	52	3
Kennedy HS	52	3
Gilmartin	52	3
Enlightenment	52	3
Duggan	52	3
Reed	52	3
Carrington	52	3
Wendell Cross	52	3
<b>Total</b>	<b>676</b>	<b>33</b>



## ATTACHMENT "C" – LIST OF COVERED EQUIPMENT

(1) N4 Enterprise Server Software (Web based HTML5 graphics with Jace 8000s)

### LAUREL HILLS COMPLEX – (Wilby H.S./North End M.S.)

SNE JOB #'s 97528, 00095, 08549 and 08550

Quantity	Equipment	Manufacturer	Designation
2	JACE 8000	Schneider	N4 Network Controller
7	MNL-800	TAC/IA Systems	LON DDC Controllers
41	VAV Boxes	TAC/IA Systems	LON DDC Controllers
31	MZII	Invensys	ASD Microzone II Controllers
1	PEM-1	Invensys	ASD Packaged Equip Module
34	Temp/CO2	Schneider	BACnet Room Controller
13	MNB1000	Schneider	BACnet Plant Controller

### BERGIN COMPLEX – (Crosby H.S./Wallace M.S.)

SNE JOB #'s 97529, 99746 and 08549

Quantity	Equipment	Manufacturer	Designation
5	JACE 8000	Schneider	N4 Network Controller
19	MZII	Invensys	ASD Microzone II Controllers
1	PEM-1	Invensys	ASD Packaged Equip Module
7	MNL-800	TAC/IA Systems	LON DDC Controllers
15	VAV Boxes	TAC/IA Systems	LON DDC Controllers
244	Temp/CO2	Schneider	BACnet Room Controller
29	MNB1000	Schneider	BACnet Plant Controller
5	MNB300	Schneider	BACnet DDC Controller

### JFK HIGH SCHOOL

SNE JOB #'s 08591 and 11028

Quantity	Equipment	Manufacturer	Designation
2	JACE 8000	Schneider	N4 Network Controller
28	VRF Fan Coils	Mitsubishi	BACnet Controller
30	MNL-800	TAC/IA Systems	LON DDC Controller
7	VAV Boxes	TAC/IA Systems	LON DDC Controllers

### ROTELLA ELEMENTARY SCHOOL - R2 JAVA Graphics

SNE JOB #99748

Quantity	Equipment	Manufacturer	Designation
1	UNC-520-2	TAC/IA Systems	Universal Network Controller
23	MZII	Invensys	ASD Microzone II Controllers
82	Microflo II	Invensys	ASD VAV Controller

**Attachment "C" List of Covered Equipment** (continued)

**MALONEY MAGNET SCHOOL (J/G Project) R2 JAVA Graphics**

<u>Quantity</u>	<u>Equipment</u>	<u>Manufacturer</u>	<u>Designation</u>
1	UNC-520-2	TAC I/A Systems	Universal Network Controller
15	MZII	Invensys	ASD Microzone II Controllers
61	Microflo II	Invensys	ASD VAV Controller

**GILMARTIN ELEMENTARY SCHOOL – R2 JAVA Graphics**

**SNE JOB# 09618**

<u>Quantity</u>	<u>Equipment</u>	<u>Manufacturer</u>	<u>Designation</u>
2	UNC-520-2	TAC I/A Systems	Universal Network Controller
24	MNL-800	TAC I/A Systems	LON DDC Controllers
75	VAV Boxes	TAC I/A Systems	LON DDC Controllers

**DUGGAN ELEMENTARY SCHOOL – R2 JAVA Graphics**

**SNE JOB# 10636**

<u>Quantity</u>	<u>Equipment</u>	<u>Manufacturer</u>	<u>Designation</u>
2	UNC-520-2	TAC I/A Systems	Universal Network Controller
16	MNL-800	TAC I/A Systems	LON DDC Controllers
46	VAV Boxes	TAC I/A Systems	LON DDC Controllers

**ENLIGHTENMENT SCHOOLS – R2 JAVA Graphics**

**SNE JOB# 10658**

<u>Quantity</u>	<u>Equipment</u>	<u>Manufacturer</u>	<u>Designation</u>
1	UNC-520-2	TAC I/A Systems	Universal Network Controller
16	MNL-800	TAC I/A Systems	LON DDC Controllers
58	VRF Fan Coils	Daikin	LON Controllers

**JONATHAN REED ELEMENTARY SCHOOL – R2 JAVA Graphics**

**SNE JOB# 11032**

<u>Quantity</u>	<u>Equipment</u>	<u>Manufacturer</u>	<u>Designation</u>
2	UNC-520-2	TAC I/A Systems	Universal Network Controller
23	MNB-1000/300	Schneider	BACnet Plant Controllers
71	VAV Box	Schneider	BACnet DDC Controllers

All DDC sensors and devices furnished and installed by SNE Building Systems, Inc. to control:

Boiler	Unit Ventilators	Reheat Coils
Pumps	Radiation	Make-Up Air Units
Air Handling Units	Roof Top Units	
Fan Coil Units	Chillers	
Exhaust Fans	VAV Boxes	

## ATTACHMENT "C" – LIST OF COVERED EQUIPMENT

(1) N4 Enterprise Server Software (Web based HTML5 graphics with Jace 8000s)

### Carrington Elementary School

**SNE JOB # 19027**

<u>Quantity</u>	<u>Equipment</u>	<u>Manufacturer</u>	<u>Designation</u>
1	JACE 8000	Schneider	N4 Network Controller
73	LON Relays	TAC/IA Series	LON DDC Controller
85	VAV Boxes	TAC/IA Series	LON DDC Controller
8	MNB1000	Schneider	BACnet Plant Controller
8	MNB Exp	Schneider	BACnet Expansion Card
3	Boilers	OEM	Modbus Interface
1	SubMeter	OEM	Modbus Interface

### Wendell Cross Elementary School

**SNE JOB # 19018**

<u>Quantity</u>	<u>Equipment</u>	<u>Manufacturer</u>	<u>Designation</u>
2	JACE 8000	Schneider	N4 Network Controller
7	MNB1000	Schneider	BACnet Plant Controller
16	MNB Exp	Schneider	BACnet Expansion Card
6	MNB VAV	Schneider	BACnet VAV Controller
25	MNB300	Schneider	BACnet 15pnt Controller
15	MNB70	Schneider	BACnet 7pnt Controller
Misc	Boilers/Chillers	OEM	BACnet Interface
Misc	VFDs	OEM	BACnet Interface



**SNE BUILDING SYSTEMS, INC.**

Federal Tax ID #06-116-3000

29H Kripes Road • PO Box 575 • East Granby, CT 06026 • Phone (860)653-5095 • Fax (860)653-5328

CT# S-1: 395976

www.SNEBuildingSystems.com

CT# E-1: 186115

*Rosh Maghfour**Interim Chief Operating Officer**(203) 346-2340**rmaghfour@waterbury.k12.ct.us*

### **EXECUTIVE SUMMARY**

**DATE:** June 30, 2022

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

**FROM:** Rosh Maghfour, Interim Chief Operating Officer *RM*

**RE:** Executive Summary to the Contract for Department of Education for Mechanical Upgrades at Three Schools with Sarracco Mechanical Services, Inc.

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The Education Department respectfully requests your review and approval of the contract for the Mechanical Upgrades at Three Schools with Sarracco Mechanical Services in the amount of \$1,338,030. This contract was initiated under the Request for Proposal process (RFP #7260). The project is funded through ESSER II.

The project consists of mechanical upgrades at Crosby, Kennedy and Wilby High Schools. Work includes replacement of existing cooling towers at Crosby, replacement of existing exhaust fans at Kennedy and replacement of existing air handler unit at Wilby. There were two responders to this RFP: Sarracco Mechanical Services and MJ Daly, and Sarracco was deemed the most qualified responder.

The Contractor shall substantially complete all work and services within 150 consecutive calendar days of the City's written Notice to Proceed and shall reach final completion within 180 consecutive calendar days from commencement. 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.

Attachments (3)

c: Mike Konopka, Jerry Gay

THE CITY OF WATERBURY  
**MEMORANDUM**

**From:** Delinquent Tax Office

**Date 6/14/2022**

**To:** Cherokee Dobrushkin-Paralegal  
Corporation Counsel

**Subject:** Tax Clearance

---

As of this date, the records in the Tax Collector's Office indicate that the following **is not delinquent**.

Sarracco Mechanical Services  
61 Mattatuck Heights  
Waterbury, CT 06705

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,



NJO/eal

Nancy J. Olson, CCMC  
Deputy Revenue Collections Manager  
City of Waterbury

# 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: 06-0935943

County of New Haven

Scott Saricello, being first duly sworn, deposes and says that:

1. I am the owner, partner, officer, representative, agent or VP of Saricello (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 Donald Jillson	Senior Sales	Sarracco Mechanicalservice Inc.	On call	03/17/1963
2 See Attached				
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 Donald Jillson	Senior Sales	Sarracco Mechanical Services Inc.	On Call	03/17/1963
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		Sarracco Mechanical ServicesINC	61 Mattatruck Heights	
2			RD	
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 Sarracco Mechanical Services INC	Waterbury CT,	Waterbury CT
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.



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

**For Partnership or LLC**

In presence of:

Attest (Witness Signature)

(Name of Partnership)

(Witness Printed Name)

By:

(Name of General Partner)

(Business Address)

**For Corporation**

Donald J. Ellison

Attest (Witness)

Scott Sarracco

(Corporate Principal – Printed Name)

61 Massachusetts Height Rd Wthbr

(Business Address)

Affix  
Corporate  
Seal

SARRACCO MECHANICAL

(Name of Corporation)

By:

(Signature of Authorized Corporate Officer)

Its:

V.P.

(Title)

State of Connecticut )

) SS (Date)

County of New Haven )

Scott Sarracco being duly sworn,

deposes and says that he/she is V.P. of Sarracco and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 23rd day of May 2022.

Michele Alicky

(Notary Public)

My Commission Expires: Feb 28, 2026



**Construction Contract  
for  
Mechanical Upgrades at Three High Schools  
between  
City of Waterbury  
and  
Sarracco Mechanical Services, Inc.**

**THIS CONTRACT**, effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and **SARRACCO MECHANICAL SERVICES, INC.**, located at 61 Mattatuck Heights Road, Waterbury, Connecticut, a duly registered Connecticut corporation (the "Contractor").

**WHEREAS** the Contractor submitted a bid to the City in response to **Request for Proposal ("RFP") Number 7260** for Mechanical Upgrades at Three High Schools; and

**WHEREAS** the City accepted the Contractor's bid for **RFP Number 7260**; and

**WHEREAS** the City desires to obtain the Contractor's services pursuant to the terms set forth in this Contract (the "Project").

**NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

**1. Scope of Services.** The Contractor shall furnish all 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 mechanical upgrades at three high schools located in Waterbury, Connecticut and all as more particularly detailed and described in the Bid Documents in **Attachment A** and which are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

**1.1.1** City's **RFP No. 7260**, including Attachment A to the form Construction Contract contained therein and titled, "Construction Contracts – Required Contract Provisions - American Rescue Plan Act Funded Projects, Dated June 2021";

**1.1.2** Addendums 1 through 3 to **RFP No. 7260** (attached hereto);

- 1.1.3 Contractor's Price Proposals, dated May 23, 2022, and revised June 8, 2022, and June 16, 2022, all of which are attached hereto;
- 1.1.4 Contractor's Response with associated attachments to **RFP No. 7260**, dated 5/24/22, 2022, consisting of 29 pages, (attached hereto);
- 1.1.5 "City of Waterbury, Board of Education, **RFP No. 7260**, Attachment    Scope of Services" (also referred to as "Technical Specifications"), consisting of approximately 3 pages (attached hereto);
- 1.1.6 "Site Map" with List of Drawings prepared by AI Engineers, Inc., consisting of 9 pages for Crosby High School, 8 pages for Wilby High School and 18 pages for Kennedy High School (attached hereto);
- 1.1.7 State of Connecticut Prevailing Wage Schedule dated 4/29/22, and related information, consisting of 7 pages (attached hereto and as otherwise incorporated by reference).
- 1.1.8 Contractor's Certificate of Insurance (attached hereto, or otherwise incorporated by reference);
- 1.1.9 Contractor's Performance Bond (attached hereto, or otherwise incorporated by reference);
- 1.1.10 Contractor's Payment Bond (attached hereto, or otherwise incorporated by reference);
- 1.1.11 All amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);
- 1.1.12 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference); and
- 1.1.13 All applicable permits and licenses (incorporated by reference).

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. If any provision in the Contract Documents 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 laws, regulations, charter and ordinances;
- 1.2.2 Amendment(s) and Change Orders;
- 1.2.3 This Contract;
- 1.2.4 Addendums to RFP No. **7260**;
- 1.2.5 RFP No. **7260** including "City of Waterbury, Board of Education, RFP No. **7260**, Attachment E Scope of Services" (Technical "Specifications");
- 1.2.6 Contractor's Price Proposals as revised;
- 1.2.7 Contractor's Response; and
- 1.2.8 Drawings.

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 responsibilities 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 submittal of 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 Number 7260** (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 condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which the City reasonably believes

to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall 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. All work must be coordinated with the school principals and department of education to ensure safety of the school occupants and that the operation of the school is not disrupted.

**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.

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

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

**4.2.** The City reserves the right to (i) perform work related or unrelated to the Project with the City's own forces adjoining, adjacent to, or in the vicinity of, the Project site and/or (ii) let separate contracts related or unrelated to the Project for work and services adjoining, adjacent to, or in the vicinity of, the Project site. In such event, the Contractor shall afford all such parties reasonable opportunity for storage of materials and equipment and for the uninterrupted provision and delivery of such parties' work and/or services. The Contractor shall cooperate with such parties and in the case of a dispute, the decision of the City shall be complied with by all.

**5. Contract Time.** The Contractor shall Substantially Complete all work and services required under this Contract within one hundred fifty **(150) consecutive calendar days** of the City's written Notice to Proceed and shall reach Final Completion within one hundred eighty **(180) consecutive calendar days** of the City's written Notice to Proceed ("Contract Time").

**5.1.** Within one (1) week of the City's issuance of its written notice to proceed, and prior to the commencement of any work on the Project site, the Contractor shall submit for the City's written approval a construction progress 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 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 MILLION THREE HUNDRED THIRTY-EIGHT THOUSAND THIRTY DOLLARS (\$1,338,030)** plus tax [tax ??????] (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:

**A. Crosby High School - \$743,590**

- i. \$675,990 (base payment)
- ii. \$67,600 (contingency of ten percent (10%)); and
- iii. N/A (change orders, if any).

**B. Kennedy High School - \$388,300**

- i. \$353,000 (base payment)
- ii. \$35,300 (contingency of ten percent (10%)); and
- iii. N/A (change orders, if any).

**C. Wilby High School - \$206,140**

- i. \$187,400 (base payment)
- ii. \$18,740 (contingency of ten percent (10%)); and
- iii. N/A (change orders, if any).

**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 Contract 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 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 Vendor'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 Number 7260** 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.

**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 can not be made until 50 days after the fifteenth calendar day of the subsequent month. The Contractor shall provide at the City's request, reasonable documentation to substantiate Contractor's Application for Payment.

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

**9. Indemnification.**

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

**9.2.** In any and all claims against the City, Board of Education or any of City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials by the Contractor or any employee of the Contractor, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

**9.3.** The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the

responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards, KBE Building Corporation 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, KBE Building Corporation 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 so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

**11.2.** At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City and KBE Building Corporation 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.

**11.4.5 Builder's Risk Insurance: coverage equaling the greater of \$1,000,000 or the monetary value of the construction component of the Project.** "All Risk" Builders Risk insurance (also know as "course of construction") coverage with limits equal to or better than the maximum possible loss of all materials of construction used or contemplated under this Contract, including all materials in transit and all materials in storage wherever stored and the value of all subsequent Contract changes. This insurance shall include the interests of the City, KBE Building Corporation, the Contractor and all subcontractors. If deemed necessary by the City's Risk Manager, this insurance shall also include coverage for the total value of the Project's constructed property and shall be valid until a certificate of occupancy is issued. Upon the issuance of said certificate, the City will assume responsibility for insuring said property.

**11.4.6 Contractors Pollution Liability Insurance: \$1,000,000.00** each claim, **\$2,000,000.00** aggregate coverage. The foregoing per claim coverage plus appropriate aggregate coverage depending on the size of the job for contractor caused pollution events such as asbestos or lead abatement, but not limited to only these pollution causes of loss.

**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 and KBE Building Corporation 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 KBE Building Corporation, and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees as an additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education and KBE Building Corporation , 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 assure 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 OPPORTUNITY; COPELAND ANTI-KICKBACK ACT**, as supplemented in the Department of Labor Regulations (29 CFR, Part 3); **DAVIS BACON ACT** as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the **HOUSING and COMMUNITY DEVELOPMENT ACT OF 1974**, as amended; **TITLE 31** and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference made a part hereof.

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

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

**12.2.1** The Contractor is aware of, and shall comply with, the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages for work on public facilities. The

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

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

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

**12.4. Compliance with CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5.**

**12.4.1 Definitions –** For purposes of this paragraph:

i. "Small contractor" means any contractor, subcontractor, manufacturer, service company or nonprofit corporation (A) that maintains its principal place of business in the state, (B) that had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year prior to such application, and (C) that is independent. "Small contractor" does not include any person who is affiliated with another person if both persons considered together have a gross revenue exceeding fifteen million dollars.

ii. "Minority business enterprise" means any small contractor (A) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (i) exercise operational authority over the daily affairs of the enterprise, (ii) have the power to direct the management and

policies and receive the beneficial interest of the enterprise, (iii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (iv) are members of a minority, as such term is defined in subsection (a) of section 32-9n, or are individuals with a disability, or (B) which is a nonprofit corporation in which fifty-one per cent or more of the persons who (i) exercise operational authority over the enterprise, (ii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (iii) have the power to direct the management and policies of the enterprise, and (iv) are members of a minority, as defined in this subsection, or are individuals with a disability.

iii. "Municipal public works contract" means that portion of an agreement entered into on or after October 1, 2015, between any individual, Contractor or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, as amended by this act, financed by state funding in an amount equal to fifty thousand dollars or less.

**12.4.2** The Contractor and subcontractor shall comply with the specific requirements of the State of Connecticut Set Aside Program, Conn. Gen. Stat. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5, if the municipal public works contract awarded to the Contractor is funded in whole or in part by state funds.

**12.4.3** The Contractor shall be subject to the following set-aside requirements if the municipal public works contract, is funded in whole or in part by the State of Connecticut and is more than **FIFTY THOUSAND DOLLARS (\$50,000.00)**, for the construction, rehabilitation, conversion, extension, demolition, or repairing of a public building or highway, or other changes or improvements in real property.

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

i. set aside at least twenty-five per cent (25%) of the total value of the state's financial assistance for such contract for award to subcontractors who are small contractors; and

ii. of that portion to be set aside in accordance with Subparagraph i. of this subdivision, reserve a portion equivalent to twenty-five per cent (25%) of the total value of the contract or portion thereof to be set aside for awards to subcontractors who are minority business enterprises.

**12.4.5** Failure of the Contractor or subcontractor to comply with the State of

Connecticut Set-Aside requirements shall be a material breach of this Contract.

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

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

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

**13.3. Contractor Corrective Action.**

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

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

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take corrective action to insure that applicants with job-related

qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

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

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

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

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

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

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

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

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

**14.1.4 Definitions.** For purposes of this paragraph:

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

Ordinance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**14.1.7 Action Plan and Pre-Construction Meeting.** Not later than fourteen (14) business days prior to the scheduled commencement date for construction, the Contractor shall submit a written plan-of-action to the City and to the Administrator of the Good Jobs Ordinance defining how the Contractor, and each Subcontractor, shall implement Good Faith Efforts to fulfill the Hiring Goals. Each plan-of-action shall include the anticipated number of job positions required for the Work. Not later than five (5) business day prior to the commencement date of construction, the Contractor must attend a mandatory "pre-construction" meeting with the City to review all plans-of-action and other relevant materials. No construction work shall proceed absent this pre-construction meeting.

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

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

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

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



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

#### **14.2 Liquidated Damages Applicable To Section 14.1**

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

- i.** issue a written notice to the Contractor specifying the matters constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.
- ii.** if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five-day work period, pay to the City one thousand dollars (\$1,000.00) as liquidated damages.

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

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

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

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

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

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

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

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

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

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

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

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

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

## **16. Termination.**

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

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

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

**16.2. Termination for Convenience of the City.** The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services 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 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 cost or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request.

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

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

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

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

**28. Conflicts or Disputes.** This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute



over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) the City's **RFP Number 7260** and (ii) the Contractor's Bid response to **RFP Number 7260**. 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: Sarracco Mechanical Services, Inc.  
61 Mattatuck Heights Road  
Waterbury, CT 06705

City: City of Waterbury  
Chase Municipal Building  
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 owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

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

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

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

**III: ADMINISTRATION”, then click on “CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST”].**

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

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

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

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

**34.15. FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 of this Contract is greater than \$2,500,000.00, the City is entitled to receive a copy of 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 other City duly authorized person.
- 35.6** Contract Time: The number of days as stated in the Contract to: (i) achieve Substantial Completion and (ii) Final Completion.
- 35.7** Equal: The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.
- 35.8** Final Completion: The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.
- 35.9** Notice to Proceed: A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.
- 35.10** Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.
- 35.11** Project Engineer or Manager: An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.
- 35.12** Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.
- 35.13** Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.
- 35.14** Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.

- 35.15** Substantial Completion: The time at which, in the opinion of the Engineer, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project mean Substantial Completion thereof.
- 35.16** Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.
- 35.17** Supplementary General Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.
- 35.18** Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.
- 35.19** Using Agency: School Inspector's Office, Department of Education.

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

WITNESSES:

CITY OF WATERBURY

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Neil M. O'Leary, Mayor

Date: \_\_\_\_\_

WITNESSES:

SARRACCO MECHANICAL  
SERVICES, INC.

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
James Sarracco

Its \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A**

**REQUEST FOR PROPOSAL  
RFP #7260  
BY  
THE CITY OF WATERBURY  
DEPARTMENT OF EDUCATION  
FOR MECHANICAL UPGRADES AT THREE SCHOOLS**

The City of Waterbury through its Department of Education (hereinafter "City") is seeking proposals for the **MECHANICAL UPGRADES AT THREE HIGH SCHOOLS** (hereinafter "Project") with the intention of entering into a contract for the furnishing of all labor, materials, tools, and equipment necessary to execute and properly finish the Project, as detailed and described herein.

**A. Background and Intent**

The Board of Education engaged a firm last year that is nearing completion of a district-wide facility condition assessment and analysis (the "Study"). The Study has provided a Facilities Condition Assessment (the "FCA Report"). The Waterbury Board of Education is seeking to engage one qualified vendor to provide mechanical upgrades and integration with supporting building systems for three high schools; provided, however, the Board of Education reserves the right to award one or more of the project upgrades to one or more different vendors. The FCA Report provided a supplemental overview of existing systems at several locations and has outlined three separate projects with the following determinations:

**Project 1** - Mechanical upgrades required at the John F. Kennedy High School, located at 422 Highland Avenue, Waterbury, CT 06708 – The FCA Report has determined that the existing exhaust fans have reached their useful life and will require replacement.

**Project 2** - Mechanical upgrades required at the Crosby High School, located at 300 Pierpont Road, Waterbury, CT 06708 – The FCA Report has determined that the existing cooling towers has reached their useful life and will require replacement.

**Project 3** - Mechanical upgrades required at the Wilby High School, located at 568 Bucks Hill Road, Waterbury, CT 06708 – The FCA Report has determined that the existing air handling unit has reached its useful life and will require replacement.

It is anticipated that this RFP pertains to a project funded in whole or in part, under the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) and/or under the Elementary and Secondary School Emergency Relief Supplemental Appropriations Act of 2021 signed into law December 27, 2020 (ESSER II Fund) and/or American Rescue Plan Elementary and Secondary School Emergency Relief Fund signed into law March 11, 2021. As such, Contractor is required to comply with all applicable Federal statutes, executive orders, regulations, rules and interpretive guidance issued by the U.S. Treasury Department, U.S. Office of Management and Budget or any other Federal agency. This Contract is subject to 2 C.F.R. Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury's implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension. A listing of Federal Requirements and Representations that Contractor must comply with are set forth in the attachment to the construction contract that is



part of this RFP #7260.

## **A. Qualifications**

Eligible proposers will be those consultants, businesses, and institutions that have the following qualifications:

1. Properly licensed with the experience and expertise required for the types of, or similar services, as those set forth in the Scope of Services. Provide a minimum of three (3) examples of projects by which the proposer believes satisfies this qualification.
2. Experience on school construction projects of similar scope and technical requirements within the last five (5) years. Specifically, experience working with the CT Department of Administrative Services, Office of School Construction Grants and Review (OSCG&R) and a thorough understanding of policies and procedures with school construction grants.
3. A proven track record in providing these types of or similar services in the Connecticut municipal market and understanding of standards and requirements typical for such services.
4. Adequate staff/employees to perform/complete the work in a timely manner.
5. At the time of contract award has or will have sufficient capacity, facilities, equipment, labor, financial capability, and experience to provide all services required hereunder throughout the Contract Term, plus any extensions thereof, and to conduct all such services in a regulatory-compliant and reliable manner.
6. Provide a minimum of three (3) examples of projects by which the proposer believes satisfies the above qualifications.
7. Knowledge and understanding of compliance with the requirements of the Davis-Bacon Act under Executive Order 14026 or Executive Order 13658.
8. Knowledge and understanding of Prevailing Wage projects is required as this Project is subject to Prevailing Wage rates per Title 31 §53 of the Connecticut General Statutes.
9. Knowledge and understanding of ARPA/ESSER is required as this Project is subject to the rules, regulations and mandatory contract provisions required by it.
10. Knowledge of, and compliant with, all other applicable federal and state laws and regulations governing the services to be provided under this RFP.

## **B. Scope Of Services**

### **I. Scope of Project**

1. **Project – Replacement of exhaust fans for John F. Kennedy High School as depicted in specifications and drawings prepared by AI Engineers:**
  - a. Anticipated Project Scope:
    - Removal and legal disposal of existing exhaust fan systems and all associated components as indicated in the drawings. Maintain all existing curbs for re-use.

- Procure, deliver, and install new exhaust fans, roof curb adapters and other associated components as indicated in the drawings and specifications.
  - Provide connection with the existing building management system and work with Owner's controls vendor to integrate the operation of the new exhaust fans.
  - Inspect backdraft dampers to confirm all components are functioning as intended.
  - All warranty, close-out, commissioning, or maintenance of equipment as indicated in drawings and specifications.
  - Removal and legal disposal of all packing materials, crating and other materials used for delivery and installation.
  - Repair, clean and turn-over all impacted existing to remain areas to proper functioning condition.
- 2. Project – Replacement of the cooling tower for the Crosby High School as depicted in specifications and drawings prepared by AI Engineers:**
- a. Anticipated Project Scope:
- Removal and legal disposal of existing cooling tower system, cold and hot water piping, disconnect switches, and all associated components as indicated in the drawings and specifications.
  - Procure, deliver, and install new cooling towers, and associated components as indicated in the drawings and specifications including but not limited to the following:
    - a) Cold and hot water piping and associated components;
    - b) (4) new cooling towers and associated components;
    - c) Water supply and return flanges for future use; and
    - d) Disconnect switches.
  - Provide connection with the existing building management system and work with Owner's controls vendor to integrate the operation of the new cooling towers.
  - Provide connection with the existing electrical panel "PPE-Left" as required for a complete, fully functioning installation of all components.
  - All warranty, close-out, commissioning, or maintenance of equipment as indicated in drawings and specifications.
  - Removal and legal disposal of all packing materials, crating and other materials used for delivery and installation.
  - Repair, clean and turn-over all impacted existing to remain areas to proper functioning condition.
- 3. Project – Replacement of air handling units as depicted in specifications and drawings prepared by AI Engineers:**
- a. Anticipated Project Scope:
- Removal and legal disposal of existing air handling unit system and all associated components as indicated in the drawings and specifications including but not limited to the following:

- a) Air handling unit and steel support structure;
  - b) Supply and return outside and exhaust air ducts;
  - c) Condensate lines;
  - d) Steam and chilled water piping; and
  - e) Return air fan.
- Procure, deliver, and install new air handling unit and associated components as indicated in the drawings and specifications including but not limited to the following:
  - a) Air handling unit and steel support structure;
  - b) 36 x 18 outside air ducts;
  - c) 36 x 18 exhaust air ducts;
  - d) 36 x 18 supply air ducts;
  - e) AC condensate connections to the existing;
  - f) Steam and chilled water piping back to the existing; and
  - g) Duct smoke detectors.
- Disconnect and remove "C1 and C1R" from existing motor control center and install new "AHU-C1" as indicated in the specifications and drawings.
- Provide connection with the existing building management system and work with Owner's controls vendor to integrate the operation of the new air handling units.
- All warranty, close-out, commissioning, or maintenance of equipment as indicated in drawings and specifications.
- Removal and legal disposal of all packing materials, crating and other materials used for delivery and installation.
- Repair, clean and turn-over all impacted existing to remain areas to proper functioning condition.

#### **D. Agreement Period**

Successful Proposer shall commence work upon delivery of the written Notice to Proceed and shall reach Substantial Completion of all work and services required under this RFP within **ONE HUNDRED FIFTY (150)** consecutive calendar days and shall reach Final Completion within **TWO HUNDRED EIGHTY (180)** consecutive calendar days of the written Notice to Proceed.

#### **E. Insurance**

With respect to performance of work under this RFP, the Successful Proposer shall not commence any work resulting from this RFP until all insurance required herein has been obtained by the Successful Proposer and such insurance has been approved by the City. The Successful Proposer 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. At no additional cost to the City, the Successful Proposer 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 Successful Proposer's obligation resulting from this RFP, whether such obligations are the Successful Proposer's or subcontractor or person or entity directly or indirectly employed by said Successful Proposer or subcontractor, or by any person or entity for whose acts said Successful Proposer or subcontractor may be liable. 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 any contract or issuance of any purchase order resulting from this RFP and shall provide that in the event of cancellation or nonrenewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months. 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. The required insurances are set forth on **Attachment D**. In the event the Successful Proposer fails to maintain the minimum required coverage as set forth on said **Attachment D**, the City may at its option purchase same, and offset the Successful Proposer's invoices for the cost of said insurance.

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

**Certificates of Insurance:** The Successful Proposer's General, Automobile, and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City as an additional insured and include a waiver of subrogation on all lines of coverage. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Successful Proposer'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 issuance of a Purchase Order and/or execution of a Contract by the City, the Successful Proposer 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, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education and KBE Building Corporation , 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".

#### 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 starting at Kennedy High School, 422 Highland Ave, Waterbury, CT at 9:00AM, on May 9, 2022. The meeting will continue onto Wilby High School, 568 Bucks Hill Road, Waterbury, CT, and will end at Crosby High School, 300 Pierpont Road, Waterbury, CT. THOSE NOT ATTENDING THE Information Session AT ALL THREE LOCATIONS WILL NOT BE ELIGIBLE TO SUBMIT A PROPOSAL. All attendees must sign the walk-through sign-in form at all three locations.***
3. Proposers must complete and sign the items and any forms included in **Attachment A.** (Contract Compliance Packet).
4. All questions and communications 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 12, 2022.** Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person 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 17, 2022, 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 Inspector's Office in conjunction with KBE Building Corporation.

#### H. Conditions

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the 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 because 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 persons assigned to the project. Any additions, deletions or changes in personnel from the proposal during the agreement period must be approved by the City, except for 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 because 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 satisfactorily meet 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 Sections I.4 and 5(h) and K 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 explanation 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 (including required construction contract provisions for ARPA funded projects, dated June 2021). **See Attachment B.**
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 original (clearly identified as such) and five (5) 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 **11:30 AM on May 24, 2022.**

Mr. Kevin McCaffery  
Director of Purchasing  
City of Waterbury  
235 Grand Street  
Room 103  
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. Proposers shall also, in **Attachment C**, 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?
- 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 of the nature 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 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.
- 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. Proposal pricing shall inclusive of all costs associated with providing the products and services required under this RFP, including, but not limited to all personnel and non-personnel expenses, insurance costs and permitting costs. The Price Proposal shall provide one price for performance of all three projects outlined above, as well as individual prices for each separate project. The Price Proposal (**Attachment F**) shall be submitted as part of the proposal submission; however, it must be submitted in a separate envelope marked "Confidential: Price Proposal." Note regarding Price Proposal: 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. Each proposal over \$50,000 shall be accompanied by Security (a Certified Check or Bond) in the amount of ten (10) percent of the Proposal amount. 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.
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?; and
- (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 pursuant to Federal bankruptcy law? If yes, provide details.
- (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?
- (h) 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.
- (i) 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. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and 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 H.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
- 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 selecting the successful proposer. 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 and 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. The City further reserves the right to award one or more of the projects outlined in this RFP to one or more proposers based upon the individual prices provided for each separate project.

#### **L. Federal, State and Local Employment Requirements**

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**

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 June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

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

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/OPM/Fin-PSA/Forms/Nondiscrimination-Certification>.

## **N. State DAS Requirements for Construction Projects**

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 always current their respective DAS Contractor Prequalification Certificates during the term of the Contract and any warranty period set forth in the Contract Documents.

## **O. Bid, Performance and Payment Bonds**

Each Bid shall be submitted in accordance with the Instructions to Bidders and be accompanied by a Bid Security in the amount of **ten (10) percent** of the Total Bid Price.

The Bidder to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than \$50,000.00, a 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 100 percent Payment Bond and/or other additional security with a surety, and in a form, acceptable to the City.

## ATTACHMENT C

**KEVIN MCCAFFERY**  
**DIRECTOR OF PURCHASING**  
**236 GRAND STREET**  
**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: \_\_\_\_\_

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**

**INSURANCE REQUIREMENTS**

## 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 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

Builder's Risk Insurance:       \$1,000,000 each Occurrence OR Limits equaling The Value of the Project

### Wording for Additional Insured Endorsement and Waiver of Subrogation:

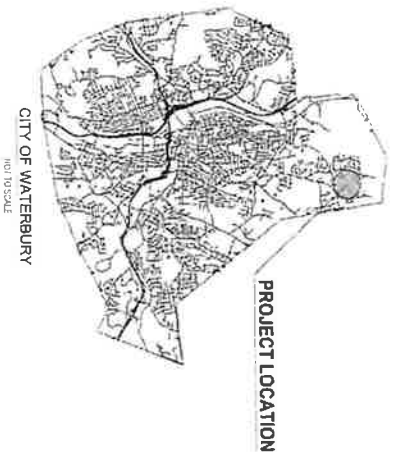
The City Waterbury and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Builders Risk.

## **ATTACHMENT E**

### **DRAWINGS**

- 1. Crosby – 9 pages**
- 2. Kennedy – 17 pages**
- 3. Wilby – 8 pages**





# CROSBY HIGH SCHOOL COOLING TOWER REPLACEMENT 300 PIERPONT ROAD CITY OF WATERBURY, CT

90% DESIGN SUBMISSION

MARCH 18, 2022



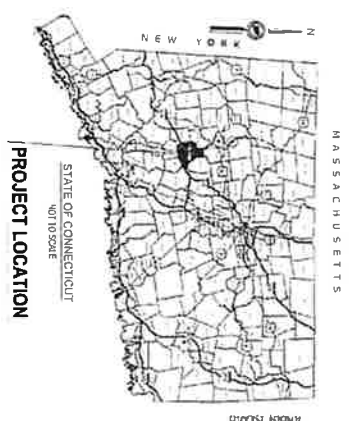
CITY MAYOR  
NEIL O'LEARY

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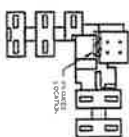


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FAX: (860) 635-7312  
<http://www.aieengineers.com>  
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SHEET NUMBER	SHEET DESCRIPTION
T-000	COVER SHEET
M-001	MECHANICAL
M-002	MECHANICAL SPECIFICATIONS
M-003	MECHANICAL SPECIFICATIONS
M-004	MECHANICAL SYMBOLS AND ABBREVIATIONS
M-005	MECHANICAL COOLING TOWER REPLACEMENT PLAN
M-006	MECHANICAL COOLING TOWER ELEVATIONS
M-007	MECHANICAL STANDARD DETAIL
E-001	ELECTRICAL
E-002	ELECTRICAL PANEL AND NEW WORK





**CITY OF WATERBURY**

235 GRAND STREET  
 WATERBURY, CT 06702

NAME \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 CITY \_\_\_\_\_  
 STATE \_\_\_\_\_  
 ZIP \_\_\_\_\_  
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 FAX \_\_\_\_\_  
 E-MAIL \_\_\_\_\_  
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 PROJECT \_\_\_\_\_  
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**CROSBY HIGH SCHOOL  
 COOLING TOWER  
 REPLACEMENT  
 300 PERDENT ROAD  
 WATERBURY, CT 06708**

**M-002  
 MECHANICAL  
 SPECIFICATIONS**

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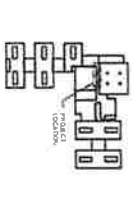
11. The two most common types of *Aspergillus* are *A. fumigatus* and *A. niger*.

M-003

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CITY OF WATERBURY

235 GRAND STREET  
 WATERBURY, CT 06702

DATE: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 DESIGNED BY: \_\_\_\_\_  
 PROJECT NO.: \_\_\_\_\_  
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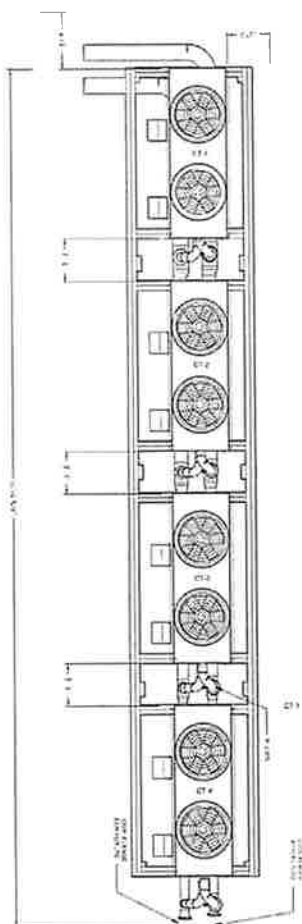
**MECHANICAL  
 SYMBOLS AND  
 ABBREVIATIONS**

**M-004**

**MECHANICAL SYMBOLS**

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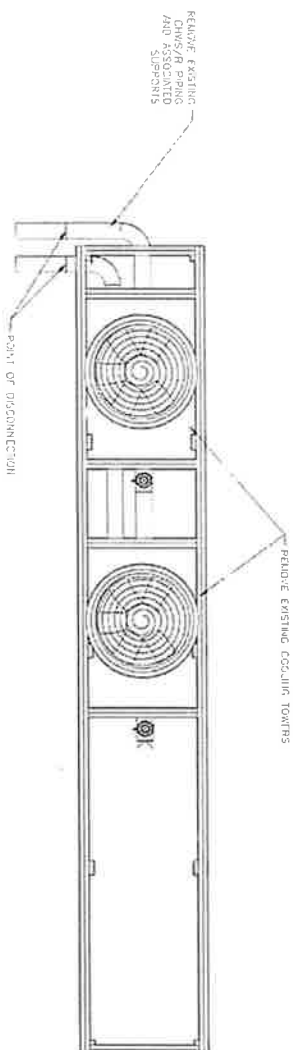
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# LOWER ROOF

# ELEVATED ROOF AUDITORIUM

PLAN VIEW NEW WORK  
SCALE 1/8" = 1'-0"

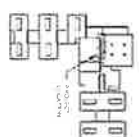


PLAN VIEW DEMOLITION  
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CITY OF WATERBURY

235 GRAND STREET  
WATERBURY, CT 06702

PROJECT NO. \_\_\_\_\_

DATE \_\_\_\_\_

BY \_\_\_\_\_

CHECKED BY \_\_\_\_\_

APPROVED BY \_\_\_\_\_

CROSBY HIGH SCHOOL  
COOLING TOWER  
REPLACEMENT  
300 PIERPOINT ROAD  
WATERBURY, CT 06708

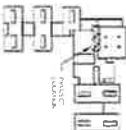
MECHANICAL  
COOLING TOWER  
NEW WORK PLAN

**M-101**

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235 GRAND STREET  
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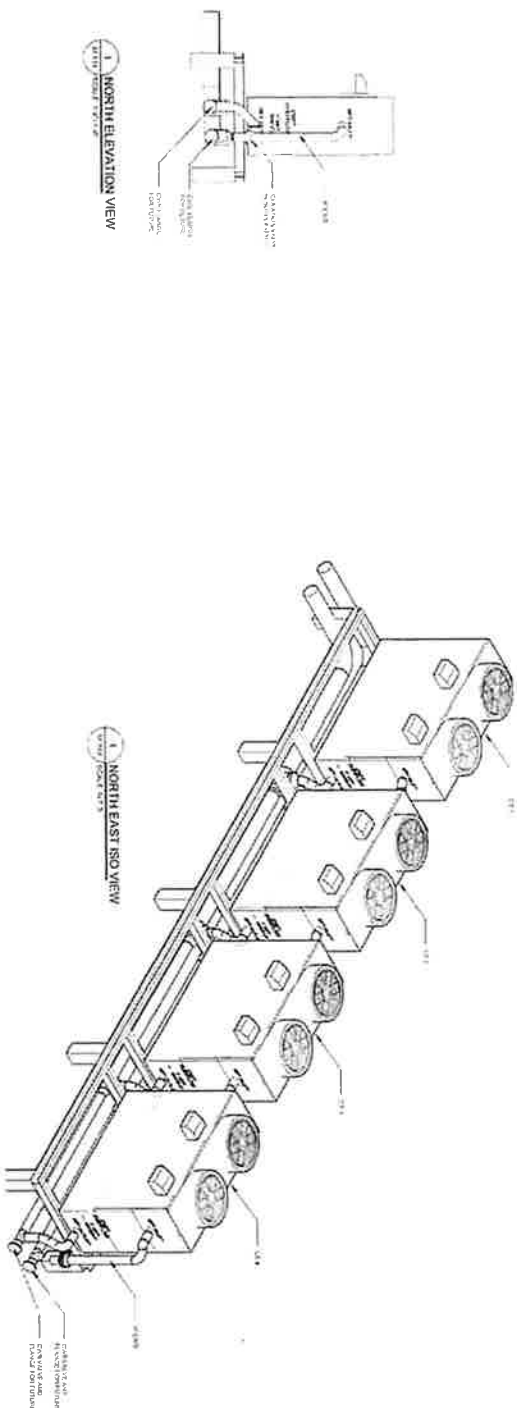
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300 FLEMING ROAD  
WATERBURY, CT 06708

MECHANICAL  
COOLING TOWER NEW  
WORK ELEVATION /  
ISOMETRIC VIEW

NEW! 2011  
CLASS OF

# M-301



1 NORTH ELEVATION VIEW

**ELEVATED ROOM  
GYMNASIUM**

LOWER ROOM

2 EAST ELEVATION VIEW

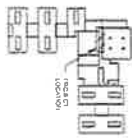
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SEE LISTING ON PAGE 10

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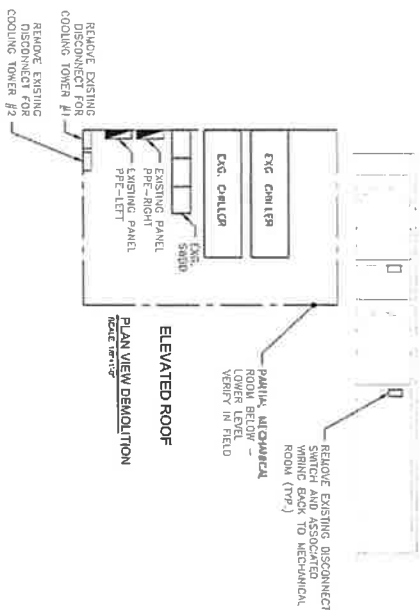
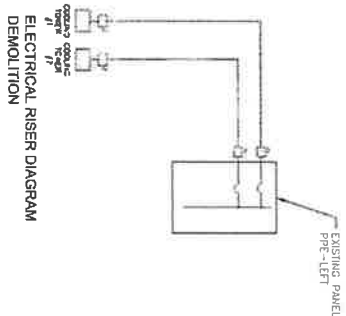
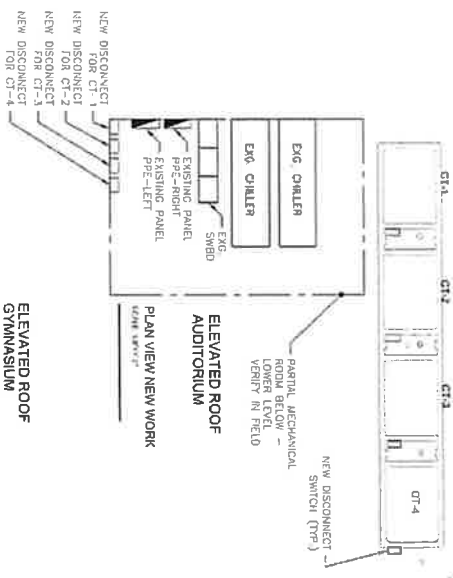
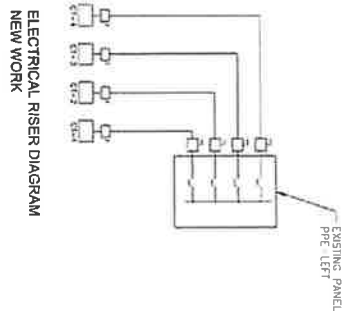
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CROSBY HIGH SCHOOL  
COOLING TOWER  
REPLACEMENT  
300 PIERPONT ROAD  
WATERBURY, CT 06708

MECHANICAL  
COOLING TOWER  
STANDARD DETAIL  
M-501



# ELEVATED ROOF GYMNASIUM



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CROSBY HIGH SCHOOL  
COOLING TOWER  
REPLACEMENT  
300 PERPOINT ROAD  
WATERBURY, CT 06708

ELECTRICAL  
DEMO & NEW WORK

E-101



MARCH 18, 2022



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3. The following are the names of the people who were involved in the project. Write down the names of the people who were involved in the project.

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DAVID R. LEE  
260-2770  
RICHARD LEE  
260-2770  
260-2770

[illegible]

1. General Information
- 1.1. Name of the Project: [Project Name]
- 1.2. Location: [Location]
- 1.3. Date of Report: [Date]
- 1.4. Prepared by: [Name]
- 1.5. Reviewed by: [Name]
2. Objectives and Scope
- 2.1. Objectives: [List objectives]
- 2.2. Scope: [List scope]
3. Methodology
- 3.1. Research Design: [List design]
- 3.2. Data Collection: [List collection]
- 3.3. Data Analysis: [List analysis]
4. Results and Discussion
- 4.1. Findings: [List findings]
- 4.2. Discussion: [List discussion]
5. Conclusion and Recommendations
- 5.1. Conclusion: [List conclusion]
- 5.2. Recommendations: [List recommendations]
6. References
- 6.1. [List references]
7. Appendices
- 7.1. [List appendices]
8. Index
- 8.1. [List index]

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1. What is the purpose of the study?  
The purpose of the study is to determine the effect of the new curriculum on the learning outcomes of the students in the field of education.
2. What is the research question?  
The research question is: "What is the effect of the new curriculum on the learning outcomes of the students in the field of education?"
3. What is the hypothesis?  
The hypothesis is: "The new curriculum will have a positive effect on the learning outcomes of the students in the field of education."
4. What is the significance of the study?  
The significance of the study is that it will provide information on the effectiveness of the new curriculum and help to improve the quality of education.
5. What is the scope of the study?  
The scope of the study is limited to the students in the field of education in the first semester of the new curriculum.
6. What is the methodology?  
The methodology is a quantitative research design using a pre-test and post-test design.
7. What are the variables?  
The independent variable is the new curriculum and the dependent variable is the learning outcomes of the students.
8. What is the data collection method?  
The data collection method is a pre-test and post-test design using a standardized test.
9. What is the data analysis method?  
The data analysis method is a t-test to compare the pre-test and post-test scores.
10. What are the results?  
The results show that the new curriculum has a positive effect on the learning outcomes of the students in the field of education.
11. What are the conclusions?  
The conclusion is that the new curriculum is effective in improving the learning outcomes of the students in the field of education.
12. What are the recommendations?  
The recommendation is that the new curriculum should be implemented in all schools in the field of education.



J. J. KELLY, JR. C. 10015  
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 FAX: (303) 535-7312

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Cranbury NJ 07014 VA 1

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2011

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## SCHOOL EXHAUST REPLACEMENT

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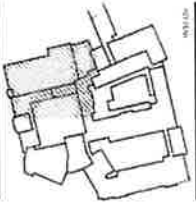
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NO DATE RELEASE

**KENNEDY HIGH  
SCHOOL EXHAUST FAN  
REPLACEMENT**



519 MADOLE STREET  
M DOLETOHAI CT 08457  
PHONE (609) 655-7740  
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**KENNEDY HIGH  
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REPLACEMENT**  
422 HIGHLAND AVENUE  
WATERBURY, CT 06703  
FACILITY #113

**MECHANICAL DEMOLITION  
ROOF PLAN SECTION 2**

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 COASTAL RESEARCH  
 1993, VOL. 9, NO. 1  
 PAGES 1-102



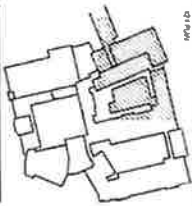
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REPLACEMENT

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WATERBURY, CT 06706

**PROJECT TYPE**  
MECHANICAL DEMOLITION  
ROOF PLAN SECTION 3

**AI**  
**Engineers**

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CITY OF WATERBURY

235 GRAND STREET  
WATERBURY, CT 06702

1-855-888-8888  
ONLINE SHEETS

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## CONVENIENT HIGH

## CONCLUSIONS

## DEPT. ACCREDIT

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122 HIGHLAND AVENUE  
 ALBANY, NY 12203

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MECHANICAL PROPERTIES

PROOF BY AN SEC

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## MECHANICAL DEMOLITION ROOF PLAN

### SECTION 4



CITY OF WATERBURY

235 GRAND STREET  
WATERBURY, CT 06702

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# AI Engineers

919 N. DIXIE STREET  
MIDDLETON, CT 06457  
PHONE: (860) 635-7740  
FAX: (860) 635-7312  
<http://www.sandpavers.com>

Shokouh C. Mirzaei, PhD, is an assistant professor at the University of Maryland, Baltimore, and a senior research advisor at the Center for Communications Programs, University of Maryland, Baltimore.

1992









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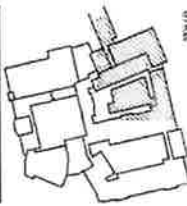
919 MIDDLE STREET  
WILMINGTON CT 0645

PHONE: (860) 635-7740

<http://www.enr.com>

Richmond VA Eden PA

100



CITY OF WATERBURY

235 GRAND STREET  
WATERBURY, CT 06702

145 SOLINGA AVENUE, 1731  
ON THE WEST SIDE

201 22-14

DATE	TIME	DAY
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**SECRET**

KENNEDY HIGH

## SCHOOL EXHAUST

REPLACEMENT

4222 HIGHLAND AVENUE

WATERBURY, CT 06708

MECHANICAL ALIEN?

BOOK BLANK SECTION

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NAME: \_\_\_\_\_  
 GRADE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

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- NOTES**
1. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WATERBURY.
  2. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WATERBURY.
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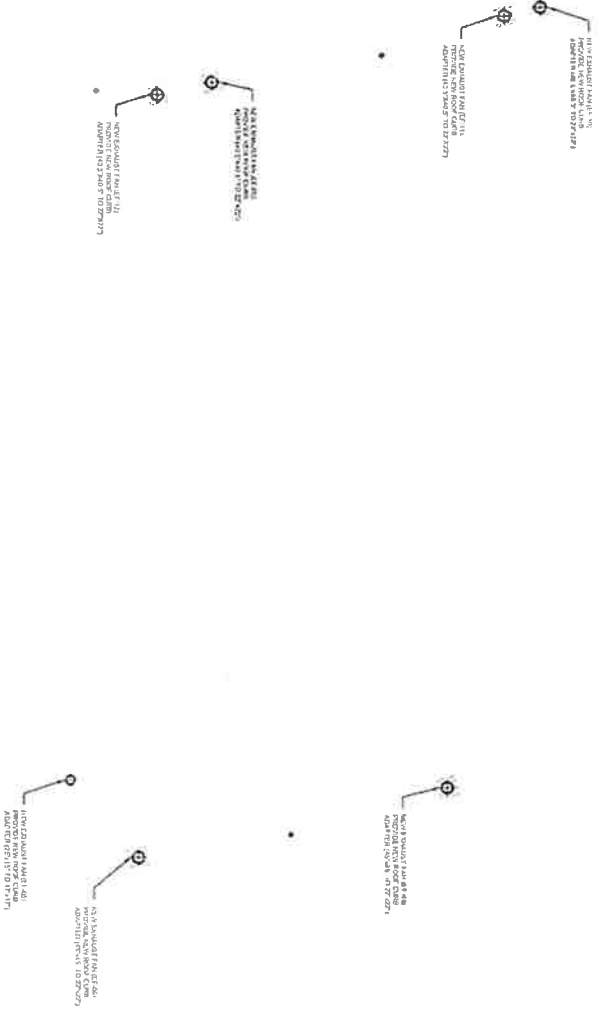
315 BROAD STREET  
WATERBURY, CT 06702  
PHONE: 860.331.7170  
FAX: 860.331.7172  
PROJECT: 2024-001  
DATE: 01/15/2024



235 GRAND STREET  
WATERBURY, CT 06702

SCALE	1" = 10' - 0"
DATE	01/15/2024
BY	AI ENGINEERS
CHECKED	AI ENGINEERS
APPROVED	AI ENGINEERS

## MECHANICAL NEW WORK ROOF PLAN SECTION 4



PROJECT: 2024-001  
DATE: 01/15/2024  
BY: AI ENGINEERS  
CHECKED: AI ENGINEERS  
APPROVED: AI ENGINEERS  
PROJECT: 2024-001  
DATE: 01/15/2024  
BY: AI ENGINEERS  
CHECKED: AI ENGINEERS  
APPROVED: AI ENGINEERS

M-104



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**AI**  
Engineers

919 MADRAE STREET  
ACQULETON CT 03455  
PHONE (861) 615-7740  
FAX (860) 325-1112

WELTON C. SAWYER, JR. Entered 111 Dec. 11  
 (Foster W. Russell '14 Ent. PA)

10/10/2006

CUM  
CITY OF WATERBURY

235 GRAND STREET  
WATERBURY, CT 06702

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**PROJECT NAME**  
**KENNEDY HIGH**  
**SCHOOL EXHAUST FAN**  
**REPLACEMENT**

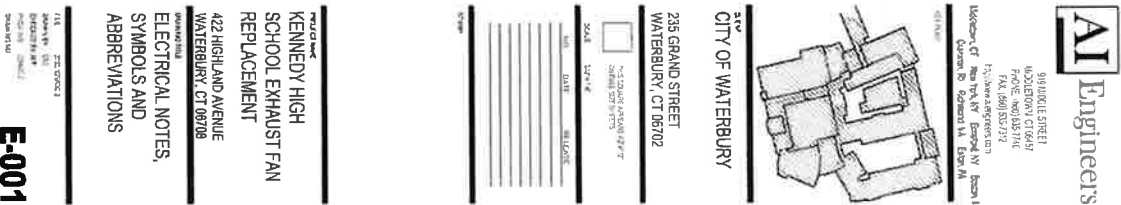
**422 HIGHLAND AVENUE**  
**WATERBURY, CT 06708**

**MECHANICAL DETAILS**

**M-501**



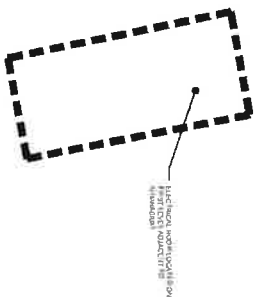
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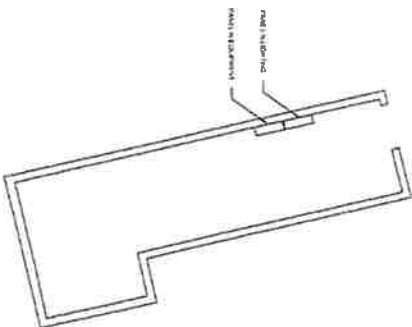
CAFETERIA

POOL

GYM



ENLARGED PLAN - ELECTRICAL ROOM



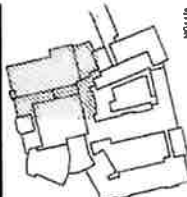
NOTES

1. APPROXIMATE WORKMAN HOURS SHOWN
2. LOCATION AND QUANTITIES OF EQUIPMENT BASED ON THE BEST AVAILABLE INFORMATION. NAME OF DESIGN CONTRACTOR IS PROVIDED FOR INFORMATION. ALL EQUIPMENT SHALL BE PROVIDED BY THE CONTRACTOR.
3. CONTRACT DOCUMENTS, SPECIFICATIONS AND DRAWINGS, INCLUDING ANY ADDENDUMS, SHALL BE PROVIDED BY THE CONTRACTOR.
4. THE CONTRACTOR SHALL PROVIDE A DETAILED LIST OF ALL EQUIPMENT TO BE PROVIDED BY THE CONTRACTOR, INCLUDING THE MAKE, MODEL, AND SERIAL NUMBER OF EACH ITEM. THE CONTRACTOR SHALL ALSO PROVIDE A DETAILED LIST OF ALL MATERIALS TO BE PROVIDED BY THE CONTRACTOR, INCLUDING THE MAKE, MODEL, AND SERIAL NUMBER OF EACH ITEM.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WATERBURY.
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**AI** Engineers

318 STATE STREET  
SUITE 100  
WATERBURY, CT 06702  
PHONE: (860) 455-7100  
FAX: (860) 455-7112  
http://www.aie.com  
Waterbury, CT New York, NY Brooklyn, NY Boston, MA  
Cambridge, MA Portland, ME Tampa, FL



CITY OF WATERBURY

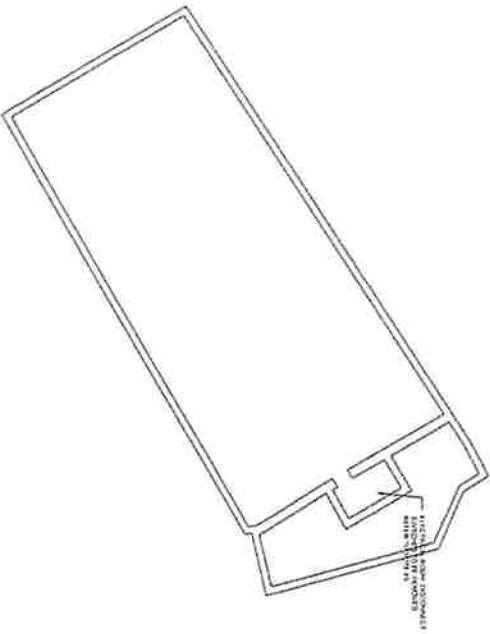
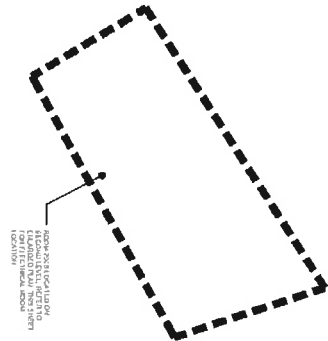
235 GRAND STREET  
WATERBURY, CT 06702

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10. 16'0" x 10'0" (REPLACEMENT)

KENNEDY HIGH  
SCHOOL EXHAUST FAN  
REPLACEMENT  
422 HIGHLAND AVENUE  
WATERBURY, CT 06708  
ELECTRICAL WORK

DATE: 12/1/2001  
DRAWN BY: TJS  
CHECKED BY: TJS  
PROJECT NO: 0101  
**E-101**





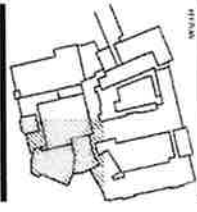
ENLARGED PLAN ROOM 200B - ELECTRICAL ROOM



- NOTES**
1. ROOM 200B IS TO BE USED AS A STORAGE AREA FOR THE EXHAUST FAN MOTOR.
  2. THE EXHAUST FAN MOTOR IS TO BE INSTALLED IN THE ROOM AS SHOWN ON THE PLAN.
  3. THE EXHAUST FAN MOTOR IS TO BE INSTALLED IN THE ROOM AS SHOWN ON THE PLAN.
  4. THE EXHAUST FAN MOTOR IS TO BE INSTALLED IN THE ROOM AS SHOWN ON THE PLAN.
  5. THE EXHAUST FAN MOTOR IS TO BE INSTALLED IN THE ROOM AS SHOWN ON THE PLAN.



235 GRAND STREET  
WATERBURY, CT 06702  
FAX: (860) 333-7172  
www.ai-engineers.com



CITY OF WATERBURY

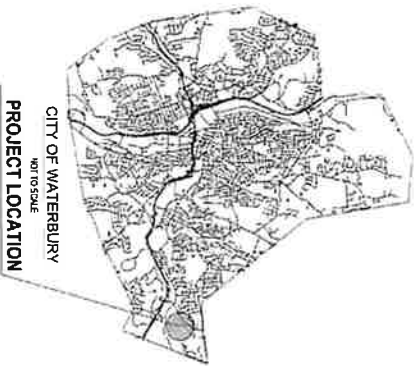
235 GRAND STREET  
WATERBURY, CT 06702

DATE	DESCRIPTION
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01/11/01	ISSUED FOR PERMIT
01/11/01	ISSUED FOR PERMIT
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KENNEDY HIGH  
SCHOOL EXHAUST FAN  
REPLACEMENT  
422 HIGHLAND AVENUE  
WATERBURY, CT 06703  
ELECTRICAL WORK

PROJECT NO. E-102  
DRAWN BY: LJS  
CHECKED BY: LJS  
DATE: 01/11/01  
E-102





# WILBY HIGH SCHOOL AIR HANDLING UNIT REPLACEMENT 568 BUCKS HILL ROAD CITY OF WATERBURY, CT

90% DESIGN SUBMISSION

MARCH 18, 2022

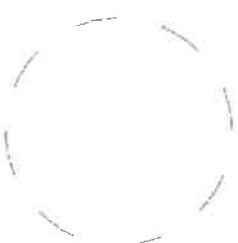
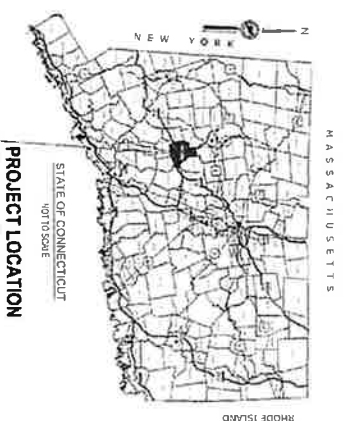


CITY MAYOR  
NEIL O'LEARY

## BOARD OF EDUCATION

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JUANITA P. HERNANDEZ, VICE PRESIDENT  
MELISSA SERRANO-ADORNO, SECRETARY  
ELIZABETH C. BROWN  
LATOYA R. IRELAND  
AMANDA K. NARDOZZI  
MARGARET O'BRIEN  
ROCCO F. ORSO  
CHARLES E. PAGANO, JR.  
THOMAS VAN STONE, SR.

SHEET LIST	
SHEET NUMBER	SHEET DESCRIPTION
1	COVER SHEET
2	MECHANICAL
3	MECHANICAL SPECIFICATIONS
4	MECHANICAL SPECIFICATIONS
5	MECHANICAL SYMBOLS AND ABBREVIATIONS
6	MECHANICAL ALLIANCE RELAY UNIT PLAN
7	MECHANICAL DETAILS
8	ELECTRICAL
9	ELECTRICAL, HEAT AND NEW WORK



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- [illegible]



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Engineers

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Camden, RI Richmond, VA Ellicott, PA

CITY OF WATERBURY

235 GRAND STREET  
WATERBURY, CT 06702

[illegible]

WILBY HIGH SCHOOL

REPLACEMENT

568 BUCKS HILL ROAD  
WATERBURY, CT 06708

MECHANICAL  
SYMBOLS AND  
ABBREVIATIONS

**M-004**

[illegible]

PRACTICE PROBLEMS	
1. A car starts from rest and accelerates at $2 \text{ m/s}^2$ . How far does it travel in 10 seconds?	<input type="checkbox"/> 100 m <input type="checkbox"/> 200 m <input type="checkbox"/> 300 m <input type="checkbox"/> 400 m <input type="checkbox"/> 500 m
2. A car starts from rest and accelerates at $2 \text{ m/s}^2$ . How fast is it moving after 10 seconds?	<input type="checkbox"/> 10 m/s <input type="checkbox"/> 20 m/s <input type="checkbox"/> 30 m/s <input type="checkbox"/> 40 m/s <input type="checkbox"/> 50 m/s
3. A car starts from rest and accelerates at $2 \text{ m/s}^2$ . How long does it take to travel 100 meters?	<input type="checkbox"/> 5 s <input type="checkbox"/> 10 s <input type="checkbox"/> 15 s <input type="checkbox"/> 20 s <input type="checkbox"/> 25 s
4. A car starts from rest and accelerates at $2 \text{ m/s}^2$ . How long does it take to travel 200 meters?	<input type="checkbox"/> 10 s <input type="checkbox"/> 15 s <input type="checkbox"/> 20 s <input type="checkbox"/> 25 s <input type="checkbox"/> 30 s
5. A car starts from rest and accelerates at $2 \text{ m/s}^2$ . How long does it take to travel 300 meters?	<input type="checkbox"/> 15 s <input type="checkbox"/> 20 s <input type="checkbox"/> 25 s <input type="checkbox"/> 30 s <input type="checkbox"/> 35 s
6. A car starts from rest and accelerates at $2 \text{ m/s}^2$ . How long does it take to travel 400 meters?	<input type="checkbox"/> 20 s <input type="checkbox"/> 25 s <input type="checkbox"/> 30 s <input type="checkbox"/> 35 s <input type="checkbox"/> 40 s
7. A car starts from rest and accelerates at $2 \text{ m/s}^2$ . How long does it take to travel 500 meters?	<input type="checkbox"/> 25 s <input type="checkbox"/> 30 s <input type="checkbox"/> 35 s <input type="checkbox"/> 40 s <input type="checkbox"/> 45 s
8. A car starts from rest and accelerates at $2 \text{ m/s}^2$ . How long does it take to travel 600 meters?	<input type="checkbox"/> 30 s <input type="checkbox"/> 35 s <input type="checkbox"/> 40 s <input type="checkbox"/> 45 s <input type="checkbox"/> 50 s
9. A car starts from rest and accelerates at $2 \text{ m/s}^2$ . How long does it take to travel 700 meters?	<input type="checkbox"/> 35 s <input type="checkbox"/> 40 s <input type="checkbox"/> 45 s <input type="checkbox"/> 50 s <input type="checkbox"/> 55 s
10. A car starts from rest and accelerates at $2 \text{ m/s}^2$ . How long does it take to travel 800 meters?	<input type="checkbox"/> 40 s <input type="checkbox"/> 45 s <input type="checkbox"/> 50 s <input type="checkbox"/> 55 s <input type="checkbox"/> 60 s
11. A car starts from rest and accelerates at $2 \text{ m/s}^2$ . How long does it take to travel 900 meters?	<input type="checkbox"/> 45 s <input type="checkbox"/> 50 s <input type="checkbox"/> 55 s <input type="checkbox"/> 60 s <input type="checkbox"/> 65 s
12. A car starts from rest and accelerates at $2 \text{ m/s}^2$ . How long does it take to travel 1000 meters?	<input type="checkbox"/> 50 s <input type="checkbox"/> 55 s <input type="checkbox"/> 60 s <input type="checkbox"/> 65 s <input type="checkbox"/> 70 s
13. A car starts from rest and accelerates at $2 \text{ m/s}^2$ . How long does it take to travel 1100 meters?	<input type="checkbox"/> 55 s <input type="checkbox"/> 60 s <input type="checkbox"/> 65 s <input type="checkbox"/> 70 s <input type="checkbox"/> 75 s
14. A car starts from rest and accelerates at $2 \text{ m/s}^2$ . How long does it take to travel 1200 meters?	<input type="checkbox"/> 60 s <input type="checkbox"/> 65 s <input type="checkbox"/> 70 s <input type="checkbox"/> 75 s <input type="checkbox"/> 80 s
15. A car starts from rest and accelerates at $2 \text{ m/s}^2$ . How long does it take to travel 1300 meters?	<input type="checkbox"/> 65 s <input type="checkbox"/> 70 s <input type="checkbox"/> 75 s <input type="checkbox"/> 80 s <input type="checkbox"/> 85 s
16. A car starts from rest and accelerates at $2 \text{ m/s}^2$ . How long does it take to travel 1400 meters?	<input type="checkbox"/> 70 s <input type="checkbox"/> 75 s <input type="checkbox"/> 80 s <input type="checkbox"/> 85 s <input type="checkbox"/> 90 s
17. A car starts from rest and accelerates at $2 \text{ m/s}^2$ . How long does it take to travel 1500 meters?	<input type="checkbox"/> 75 s <input type="checkbox"/> 80 s <input type="checkbox"/> 85 s <input type="checkbox"/> 90 s <input type="checkbox"/> 95 s
18. A car starts from rest and accelerates at $2 \text{ m/s}^2$ . How long does it take to travel 1600 meters?	<input type="checkbox"/> 80 s <input type="checkbox"/> 85 s <input type="checkbox"/> 90 s <input type="checkbox"/> 95 s <input type="checkbox"/> 100 s
19. A car starts from rest and accelerates at $2 \text{ m/s}^2$ . How long does it take to travel 1700 meters?	<input type="checkbox"/> 85 s <input type="checkbox"/> 90 s <input type="checkbox"/> 95 s <input type="checkbox"/> 100 s <input type="checkbox"/> 105 s
20. A car starts from rest and accelerates at $2 \text{ m/s}^2$ . How long does it take to travel 1800 meters?	<input type="checkbox"/> 90 s <input type="checkbox"/> 95 s <input type="checkbox"/> 100 s <input type="checkbox"/> 105 s <input type="checkbox"/> 110 s
21. A car starts from rest and accelerates at $2 \text{ m/s}^2$ . How long does it take to travel 1900 meters?	<input type="checkbox"/> 95 s <input type="checkbox"/> 100 s <input type="checkbox"/> 105 s <input type="checkbox"/> 110 s <input type="checkbox"/> 115 s
22. A car starts from rest and accelerates at $2 \text{ m/s}^2$ . How long does it take to travel 2000 meters?	<input type="checkbox"/> 100 s <input type="checkbox"/> 105 s <input type="checkbox"/> 110 s <input type="checkbox"/> 115 s <input type="checkbox"/> 120 s
23. A car starts from rest and accelerates at $2 \text{ m/s}^2$ . How long does it take to travel 2100 meters?	<input type="checkbox"/> 105 s <input type="checkbox"/> 110 s <input type="checkbox"/> 115 s <input type="checkbox"/> 120 s <input type="checkbox"/> 125 s
24. A car starts from rest and accelerates at $2 \text{ m/s}^2$ . How long does it take to travel 2200 meters?	<input type="checkbox"/> 110 s <input type="checkbox"/> 115 s <input type="checkbox"/> 120 s <input type="checkbox"/> 125 s <input type="checkbox"/> 130 s
25. A car starts from rest and accelerates at $2 \text{ m/s}^2$ . How long does it take to travel 2300 meters?	<input type="checkbox"/> 115 s <input type="checkbox"/> 120 s <input type="checkbox"/> 125 s <input type="checkbox"/> 130 s <input type="checkbox"/> 135 s
26. A car starts from rest and accelerates at $2 \text{ m/s}^2$ . How long does it take to travel 2400 meters?	<input type="checkbox"/> 120 s <input type="checkbox"/> 125 s <input type="checkbox"/> 130 s <input type="checkbox"/> 135 s <input type="checkbox"/> 140 s
27. A car starts from rest and accelerates at $2 \text{ m/s}^2$ . How long does it take to travel 2500 meters?	<input type="checkbox"/> 125 s <input type="checkbox"/> 130 s <input type="checkbox"/> 135 s <input type="checkbox"/> 140 s <input type="checkbox"/> 145 s
28. A car starts from rest and accelerates at $2 \text{ m/s}^2$ . How long does it take to travel 2600 meters?	<input type="checkbox"/> 130 s <input type="checkbox"/> 135 s <input type="checkbox"/> 140 s <input type="checkbox"/> 145 s <input type="checkbox"/> 150 s
29. A car starts from rest and accelerates at $2 \text{ m/s}^2$ . How long does it take to travel 2700 meters?	<input type="checkbox"/> 135 s <input type="checkbox"/> 140 s <input type="checkbox"/> 145 s <input type="checkbox"/> 150 s <input type="checkbox"/> 155 s
30. A car starts from rest and accelerates at $2 \text{ m/s}^2$ . How long does it take to travel 2800 meters?	<input type="checkbox"/> 140 s <input type="checkbox"/> 145 s <input type="checkbox"/> 150 s <input type="checkbox"/> 155 s <input type="checkbox"/> 160 s
31. A car starts from rest and accelerates at $2 \text{ m/s}^2$ . How long does it take to travel 2900 meters?	<input type="checkbox"/> 145 s <input type="checkbox"/> 150 s <input type="checkbox"/> 155 s <input type="checkbox"/> 160 s <input type="checkbox"/> 165 s
32. A car starts from rest and accelerates at $2 \text{ m/s}^2$ . How long does it take to travel 3000 meters?	<input type="checkbox"/> 150 s <input type="checkbox"/> 155 s <input type="checkbox"/> 160 s <input type="checkbox"/> 165 s <input type="checkbox"/> 170 s
33. A car starts from rest and accelerates at $2 \text{ m/s}^2$ . How long does it take to travel 3100 meters?	<input type="checkbox"/> 155 s <input type="checkbox"/> 160 s <input type="checkbox"/> 165 s <input type="checkbox"/> 170 s <input type="checkbox"/> 175 s
34. A car starts from rest and accelerates at $2 \text{ m/s}^2$ . How long does it take to travel 3200 meters?	<input type="checkbox"/> 160 s <input type="checkbox"/> 165 s

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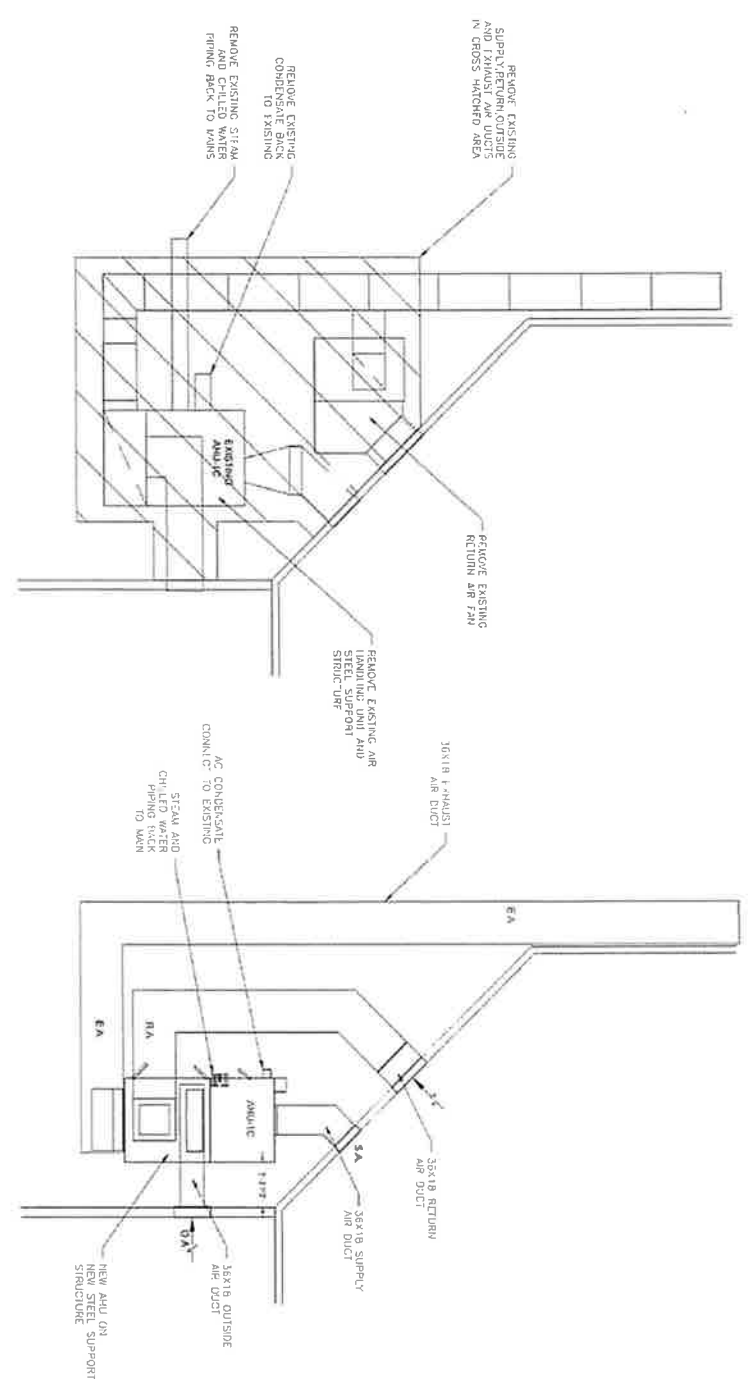
# CITY OF WATERBURY

235 GRAND STREET  
WATERBURY, CT 06702

DATE: \_\_\_\_\_  
DRAWN BY: \_\_\_\_\_  
CHECKED BY: \_\_\_\_\_  
APPROVED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_  
SCALE: \_\_\_\_\_

WILBY HIGH SCHOOL  
AHU-1-C  
REPLACEMENT  
569 BUCKS HILL ROAD  
WATERBURY, CT 06708  
MECHANICAL AHU-1C  
NEW WORK PLAN

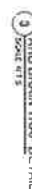
FILE NO. 2007-000001  
DESIGN BY  
ENGINEER'S SEAL  
DATE: 10/1/07  
**M-101**



PLAN VIEW DEMOLITION  
SCALE 1/8" = 1'-0"

PLAN VIEW NEW WORK  
SCALE 1/8" = 1'-0"







**ATTACHMENT F**  
**PRICE PROPOSAL**

**CITY OF WATERBURY**

**DEPARTMENT OF EDUCATION**

**RFP #7260**

**MECHANICAL UPGRADES AT THREE SCHOOLS  
(CROSBY, KENNEDY, WILBY HIGH SCHOOLS)**

**ATTACHMENT F  
PRICE PROPOSAL**

The Price Proposal must be submitted as part of Proposal in a separate sealed envelope, marked "RFP# 7260 - Confidential: Price Proposal".

Date: \_\_\_\_\_

Kevin McCaffery  
Director of Purchasing  
City of Waterbury  
235 Grand Street  
Waterbury, Connecticut 06702

Sir or Madam:

Pursuant to and in compliance with your RFP, the undersigned,

\_\_\_\_\_  
Print or Type Company/Corporate Name

\_\_\_\_\_  
Print of 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:

**[Price Proposal continued on following page]**

**CITY OF WATERBURY**

**DEPARTMENT OF EDUCATION**

**RFP #7260**

**MECHANICAL UPGRADES AT THREE SCHOOLS  
(CROSBY, KENNEDY, WILBY HIGH SCHOOLS)**

**ATTACHMENT F  
PRICE PROPOSAL (CONTINUED)**

<b>Crosby High School</b>	<b>Amount in Words</b>	<b>Amount in Numbers</b>
<b>Mechanical Upgrades</b>		
<b>10% Contingency</b>		
<b>Crosby Total</b>		
<b>Kennedy High School</b>	<b>Amount in Words</b>	<b>Amount in Numbers</b>
<b>Mechanical Upgrades</b>		
<b>10% Contingency</b>		
<b>Kennedy Total</b>		
<b>Wilby High School</b>	<b>Amount in Words</b>	<b>Amount in Numbers</b>
<b>Mechanical Upgrades</b>		
<b>10% Contingency</b>		
<b>Wilby Total</b>		
<b>Grand Total (3 Schools)</b>		

**END OF ATTACHMENT F**

Minimum Rates and Classifications  
for Building Construction

ID#: 22-34368

Connecticut Department of Labor  
Wage and Workplace Standards

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: Project Town: Waterbury  
State#: FAP#:  
Project: Mechanical Upgrades at Kennedy High School, Crosby High School and Wilby High School

CLASSIFICATION	Hourly Rate	Benefits
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	43.72	30.99
2) Boilermaker	38.34	26.01
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	37.75	34.62 + a
3b) Tile Setter	37.1	30.52
3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
3d) Tile, Marble & Terrazzo Finishers	31.07	24.23
3e) Plasterer	33.48	32.06

4) Group 1: Laborers (common or general), acetylene burners, concrete specialists, wrecking laborers, fire watchers.	32.0	24.40
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	32.25	24.40
4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	32.5	24.40
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	33.0	24.40
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	32.75	24.40
4e) Group 6: Blasters, nuclear and toxic waste removal.	35.0	24.40
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	33.0	24.40
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	30.28	24.40
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	29.74	24.40
4i) Group 10: Traffic Control Signalman	18.0	24.40
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	35.57	25.65
5a) Millwrights	36.32	26.81

6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	40.4	30.07+3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	58.9	36.885+a+b
-----LINE CONSTRUCTION-----		
Groundman	26.5	6.5% + 9.00
Linemen/Cable Splicer	48.19	6.5% + 22.00
8) Glazier (Trade License required: FG-1,2)	39.98	22.90 + a
9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	38.17	38.02 + a
-----OPERATORS-----		
Group 1: Crane Handling or Erecting Structural Steel or Stone; Hoisting Engineer (2 drums or over). (Trade License Required)	50.27	26.80 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and Over	46.07	26.80 + a
Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	49.91	26.80 + a
Group 2a: Cranes (under 100 ton rated capacity).	49.06	26.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer)	45.71	26.80 + a
Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material)	44.86	26.80 + a



Required)

Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper); Goldhofer.	44.42	26.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Spreader, Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24 mandrel).	43.73	26.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	43.73	26.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	43.38	26.80 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under mandrel).	42.99	26.80 + a
Group 8: Mechanic; Grease Truck Operator; Hydroblaster; Barrier Mover; Power Stone Spreader; Welding; Work Boat Under 26 ft.; Transfer Machine; Rigger Foreman.	42.54	26.80 + a
Group 9: Front End Loader (under 3 cubic yards); Skid Steer Loader regardless of attachments; (Bobcat or Similar); Forklift, Power Chipper; Landscape Equipment (including Hydroseeder); Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	42.04	26.80 + a
Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	39.7	26.80 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	39.7	26.80 + a
Group 12: Wellpoint Operator.	39.63	26.80 + a
Group 13: Compressor Battery Operator.	38.97	26.80 + a

Group 14: Elevator Operator; Tow Motor Operator (solid tire no rough terrain).	37.66	26.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	37.2	26.80 + a
Group 16: Maintenance Engineer.	36.46	26.80 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator; Portable Grout Plant Operator; Portable Water Filtration Plant Operator.	41.39	26.80 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (Minimum for any job requiring a CDL license); Rigger; Signalman.	38.61	26.80 + a
-----PAINTERS (Including Drywall Finishing)-----		
10a) Brush and Roller	36.42	22.90
10b) Taping Only/Drywall Finishing	37.17	22.90
10c) Paperhanger and Red Label	36.92	22.90
10e) Blast and Spray	39.42	22.90
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	45.83	33.50
12) Well Digger, Pile Testing Machine	37.26	24.05 + a
Roofer: Cole Tar Pitch	43.75	20.05 + a
Roofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	42.25	20.05 + a

15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	40.08	40.53
16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	45.83	33.50
-----TRUCK DRIVERS-----		
17a) 2 Axle, Helpers	31.16	28.78 + a
17b) 3 Axle, 2 Axle Ready Mix	31.27	28.78 + a
17c) 3 Axle Ready Mix	31.33	28.78 + a
17d) 4 Axle	31.39	28.78 + a
17e) 4 Axle Ready Mix	31.44	28.78 + a
17f) Heavy Duty Trailer (40 Tons and Over)	33.66	28.78 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	31.44	28.78 + a
17h) Heavy Duty Trailer up to 40 tons	32.39	28.78 + a
17i) Snorkle Truck	31.54	28.78 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	47.55	29.38 + a
19) Theatrical Stage Journeyman	25.76	7.34

*Welders: Rate for craft to which welding is incidental.*

*\*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

*\*\*Note: Hazardous waste premium \$3.00 per hour over classified rate*

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

*The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.*

*Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.*

*It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.*

*The annual adjustments will be posted on the Department of Labor's Web page:*

*www.ct.gov/dol. For those without internet access, please contact the division listed below.*

*The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.*

*All subsequent annual adjustments will be posted on our Web Site for contractor access.*

*Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.*

*Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage*

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

**~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).**

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

**As of:** April 29, 2022

**MAUREEN McCAULEY**  
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

**ADDENDUM #1**

**May 3, 2022**

**RFP 7260 Mechanical Upgrades at Three High Schools (Kennedy, Wilby, Crosby)**

**NOTICE:** This project is subject to the Commission on Human Rights and Opportunities Contract Compliance Regulations. Please complete, sign and submit the attached paperwork with your proposal.

**Thank you.**

**Maureen McCauley**

**Assistant Director of Purchasing – City of Waterbury**

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES**  
**CONTRACT COMPLIANCE REGULATIONS**  
**NOTIFICATION TO BIDDERS**

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

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**INSTRUCTIONS AND OTHER INFORMATION**

The following **BIDDER CONTRACT COMPLIANCE MONITORING REPORT** must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

**1) Definition of Small Contractor**

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

**MANAGEMENT:** Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

**BUSINESS AND FINANCIAL OPERATIONS:** These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

**MARKETING AND SALES:** Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

**LEGAL OCCUPATIONS:** In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

**COMPUTER SPECIALISTS:** Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

**ARCHITECTURE AND ENGINEERING:** Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

**OFFICE AND ADMINISTRATIVE SUPPORT:** All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

**BUILDING AND GROUNDS CLEANING AND MAINTENANCE:** This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

**CONSTRUCTION AND EXTRACTION:** This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

**INSTALLATION, MAINTENANCE AND REPAIR:** Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

**MATERIAL MOVING WORKERS:** The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

**PRODUCTION WORKERS:** The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

**White** (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.  
**Black**(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.  
**Hispanic**- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

**Asian or Pacific Islander**- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.

**American Indian or Alaskan Native**- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

## BIDDER CONTRACT COMPLIANCE MONITORING REPORT

### PART I - Bidder Information

Company Name Sarracco Mechanical Services Inc. Street Address 61 Mattatuck Heights Rd City & State Waterbury CT 06705 Chief Executive	Bidder Federal Employer Identification Number 06-0935943 Or Social Security Number
Major Business Activity (brief description)  Provide M.E.P. service and instalaltion	Bidder Identification (response optional/definitions on page 1)  -Bidder is a small contractor. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> -Bidder is a minority business enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, check ownership category) Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Iberian Peninsula <input type="checkbox"/> Individual(s) with a Physical Disability <input type="checkbox"/> Female <input type="checkbox"/>
Bidder Parent Company (If any) None	- Bidder is certified as above by State of CT Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Other Locations in Ct. (If any) None	

### PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	9. Does your company have a mandatory retirement age for all employees? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>
6. Does your company have a collective bargaining agreement with workers? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	12. Does your company have a written affirmative action Plan? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If no, please explain.
6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes <input type="checkbox"/> No <input type="checkbox"/>	13. Is there a person in your company who is responsible for equal employment opportunity? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, give name and phone number. Laura Cross HR 203-720-3806
6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes <input type="checkbox"/> No <input type="checkbox"/>	



**Part III - Bidder Subcontracting Practices**

(Page 4)

 1. Will the work of this contract include subcontractors or suppliers? Yes ☒ No ☐

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

Industrial Riggers  
 KMK Insulation  
 Steammatic  
 Seismic Controls

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?

 Yes ☐ No ☒
**PART IV - Bidder Employment Information**

Date: 05/26/2022

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management	13	11	1					1			
Business & Financial Ops											
Marketing & Sales	4	4									
Legal Occupations											
Computer Specialists											
Architecture/Engineering	4	3				1					
Office & Admin Support	14	4	9						1		
Bldg/ Grounds Cleaning/Maintenance	1	1									
Construction & Extraction	42	33		2		6				1	
Installation, Maintenance & Repair	23	18		3		1		1			
Material Moving Workers	1	1									
Production Occupations											
TOTALS ABOVE	102	75	10	5		8		2	1	1	
Total One Year Ago	100	78	10	3		5		2	1	1	
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices	13	6		1		6					
Trainees											

\*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)


Part III of XXXX

# PART V - Bidder Hiring and Recruitment Practices

(Page 5)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source	(X)		
State Employment Service	X		0%	X	Work Experience	<p>Servicio Mechanical Services, Inc. is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status), gender identity or expression, pregnancy, disability, genetic information, marital or civil union status, veteran status, unexpired servicemember status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy regarding all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.</p> <p>The company provides diversity and inclusion training to all employees and managers. Our policy is posted in common areas as well as disseminated to recruiting partners, suppliers and vendors in is detailed on the application for employment. The company has utilized the entire State of CT Supplier Diversity Search Site (https://www.ct.gov/supplierdiversity) to identify companies to bid on our projects and materials.</p>
Private Employment Agencies	X		85%		Ability to Speak or Write English	
Schools and Colleges	X		10%		Written Tests	
Newspaper Advertisement	X		0%	X	High School Diploma or equivalent	
Walk Ins	X		2%		College Degree	
Present Employees	X		4%		Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations	X		1%		Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)		(Title)	HR Manager	(Date Signed)	5/23/2022	(Telephone)	203-720-3806
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MAUREEN McCAULEY  
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

**ADDENDUM #2**

**May 5, 2022**

**RFP 7260 Mechanical Upgrades at Three High Schools (Kennedy, Wilby, Crosby)**

**Please find link to Kennedy drawings:**

[City of Waterbury Kennedy High School Exhaust Fan Replacement 100% Design.pdf - Google Drive](#)

**Assistant Director of Purchasing – City of Waterbury**

MAUREEN McCAULEY  
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

**ADDENDUM #3**

**May 17, 2022**

**RFP 7260 Mechanical Upgrades at Three High Schools (Kennedy, Wilby, Crosby)**

**Please refer to the questions and answers below.**

**Question:** Please provide equipment schedule for Wilby HS AHU replacement.

**Answer:** See spreadsheet.

**Question:** Are permit fees waived for this project?

**Answer:** City of Waterbury fees are waived; State of CT fees are not.

**Question:** Is there retainage or liquidated damages on this project?

**Answer:** Standard City contract will apply.

**Question:** The request for proposal specifically sites that we need to provide past experience with OSCG&R. Please advise if this is a defining factor for bidding the project?

**Answer:** NO but preference will be given to companies that do have it.

**Question:** Please have the design team provide the scalable and readable 36" x 24" drawings for the Kennedy High School Exhaust Fans Replacement project. Separate PDFs were provided for the other two schools but not the Kennedy High School project. Current Kennedy set of plans located in the RFP#7260 PDF (pages 67-83) are 8.5" x 11" drawings which are not scalable or legible.

**Answer:** Use this link: <https://aiengineers.exavault.com/share/view/304tx-9b4b1b9u>

**Question:** Please advise who the current HVAC Controls Contractor is @ the each of the three schools requiring renovation (Kennedy, Wilby, & Crosby), so we can reach out for their controls portion of work to be included with our bid?

**Answer:** SNE Building systems 860 653 5095.

**Question:** Please confirm that there is no asbestos on any of the three renovation projects, or if asbestos is found, please confirm that abatement would be performed by an abatement contractor as part of a separate contract?

**Answer:** City agency will handle any hazmat if necessary.

**Question:** For Kennedy, what is scope of work for air balancer? Note inlet CFM values are not provided.

**Answer:** Fans are replaced one for one. All CFM values were provided. Existing back draft dampers have to be checked and replaced.

**Question:** For Crosby, please provide schedule page for equipment.

**Answer:** See spreadsheet.

**Question:** The ECM motors currently associated with the AHU basis of design unit have a 120 week (2+ years) lead time on them according to B.O.D manufacturer's rep. Please advise if an alternate design would be taken into consideration for this AHU replacement? If an updated schedule and spec can be provided, if a 2-year lead time is not acceptable, please provide in an addendum.

**Answer:** Alternate motors will be taken into consideration based on City experience with proposed brands (to be discussed).

**Question:** Please clarify, will the cooling tower control package be included by the manufacturer with staging control as specified,. Will that include BACnet communication to the BMS? Is the intent to have a complete control system by the manufacture including vibration switches and VFDs all prewired when they arrive at the site.

**Answer:** Cooling towers mostly come with prewired controllers controlling staging of the fans BUT based on availability and time lines we can accept alternates. However, it must include BACnet.

**Thank you.**

**Maureen McCauley**

**Assistant Director of Purchasing – City of Waterbury**

RFI #	Project	Description (Kennedy, Wilby, Crosby)	Previously Submitted	Answered	Answers / NOTES
1	General RFI	Please have the design team provide the scalable and readable 36" x 24" drawings for the Kennedy High School Exhaust Fans Replacement project. Separate PDFs were provided for the other two schools but not the Kennedy High School project. Current Kennedy set of plans located in the RFP#7260 PDF (pages 67-83) are 8.5" x 11" drawings which are not scalable or legible.	Y	Y	Provided with Addendum #2
2	General RFI	Please advise who the current HVAC Controls Contractor is @ each of the three schools requiring renovation (Kennedy, Wilby, & Crosby), so we can reach out for their controls portion of work to be included with our bid?	Y	Y	SNE Building Systems listed on Kennedy High School drawings and attended all three mandatory walkthroughs
3	General RFI	Please confirm that there is no asbestos on any of the three renovation projects, or if asbestos is found, please confirm that abatement would be performed by an abatement contractor as part of a separate contract?	Y	Y	All asbestos work will be done by the City or separate City contractor.
4	General RFI	Are there any associated CAD fees with signing over the release forms from the Architect to start our 3D coordination? Also, please confirm that the design team will be providing the REVIT Architectural, Structural, & Mechanical files to the awarded contractors, to start the coordination process?	Y	Y	Autocad files are available upon request to the awarded contractor.
5	General RFI	Please advise if ProPress Copper Systems (Viega, Nibco, etc.) would be acceptable for hydronic piping systems including condensate systems for piping 2" and smaller in-lieu of soldered systems?	Y	Y	ProPress Copper systems are acceptable to the Engineer.
6	General RFI	Are there any liquidated damages associated with this project? If so, what are they and is there a cap?	Y	Y	Yes. \$500 a day for Notice to Proceed.
7	General RFI	Please advise if permit fees are waived for this project and only the \$0.26/\$1,000 permit fee applies for these projects?	Y	Y	No fees are waived.
8	General RFI	Is a pre-demo TAB report required from the TAB Contractor at any of the three schools, or has that already been performed and just a post-TAB report after all new equipment has been installed is required per the specifications?	Y	Y	The existing systems are non-operational. Pre-demo TAB reports not required.
9	General RFI	Please advise on a tentative start date for construction for the three school renovation projects?	Y	Y	Construction may begin after contract is fully executed. School Inspector will contact winning vendor about scheduling
10	Kennedy H.S.	<u>KENNEDY H.S.</u> - Note #5 on M-101 states "the contractor shall provide new backdraft dampers for all fans except for the kitchen exhaust hood fan." Note #5 on M-102-M-104 states: "the contractor shall inspect backdraft dampers and confirm they are functioning as intended." If the backdraft dampers are damaged, is there a separate set of funds set aside to handle the replacement of those specific fans on M-102-M-104 on T&M, or should the sheet metal subcontractors carry backdraft dampers for all fans, so the cost of providing a new backdraft damper is already included with the bid?	Y	Y	The contractor is required to replace all backdraft dampers.
11	Kennedy H.S.	<u>KENNEDY H.S.</u> - Are current As-Builts for the previous exhaust fan and ductwork install available for distribution so we can verify backdraft damper sizes required to be removed and replaced for accurate vendor pricing and sheet metal installation?	Y	Y	Record drawings are available. Record Drawings show the backdraft damper mounted within the curb.
12	Wilby H.S.	<u>Wilby H.S.</u> - Please advise if a NADCA Certified Duct Cleaning is required for the new and existing to remain exhaust ductwork shown on drawing M-101. If so, is there an as-built currently available to show the remainder of the existing to remain exhaust ductwork that also requires to be duct cleaned?	Y	Y	NADCA Duct Cleaning is required for all supply air, return air, outside air and exhaust air ducts for the system, including supply and return ductwork in the music room. There are no as-builts currently available.
13	Wilby H.S.	<u>Wilby H.S.</u> - Please provide the pipe sizing required for the Steam, Steam Condensate, Chilled Water, and AC Condensate piping for AHU-1C? If a piping as-built is available for this project with those pipe sizes, can that be provided?	Y	Y	2 1/2" steam, 2" steam condensate, 2" CHW, 1" AC condensate. No as-builts available.
14	Wilby H.S.	<u>Wilby H.S.</u> - Please provide a specification for the Chilled Water piping for Wilby H.S., or please advise if we can use grooved sched 40 piping for piping 2-1/2" and larger, and Type L Soldered Copper, for piping 2" and smaller?	Y	Y	Use Grooved sched 40 piping for piping 2-1/2" and larger, and Type L Soldered Copper, for piping 2" and smaller.
15	Wilby H.S.	<u>Wilby H.S.</u> - Can an equipment schedule be provided for AHU-1C so the AHU manufacturers have engineered data to quote the unit? Also, who are the three acceptable manufacturer for this public bid? Would Trane, Daikin, and York be acceptable for this project? Just want to make sure I'm reaching out to the correct/approved manufacturers?	Y	Y	Equipment schedule provided with construction drawings. Trane is basis of design. Carrier, Daikin and York are acceptable alternates
16	Wilby H.S.	<u>Wilby H.S.</u> - Please advise if the city has a specific Fire Alarm Contractor associated with Wilby H.S., and if they are required to be part of our bid for the new duct mounted smoke detectors shown on E-101 (furnish smoke detectors to our sheet metal workers and install wiring to their fire alarm system)? Or is our electrician being asked to perform this wiring work separately within our bid proposal?	Y	Y	Vendor's electrician should perform this work.
17	Wilby H.S.	<u>Wilby H.S.</u> - Please advise if ERW piping would be acceptable, in-lieu of Type S (seamless) pipe for the steam and steam condensate piping 2" and smaller? Seamless piping is currently 3-4 times more expensive than ERW pipe at the moment.	Y	Y	Provide pricing on Type S piping for bidding purposes. Type E piping may be revisited during construction.
18	Crosby H.S.	<u>Crosby H.S.</u> - Please advise what size makeup water is currently available to tap off of for the 1" CW Makeup required at each cooling tower cell?	Y	Y	The make up water is currently piped to a common remote sump in the mechanical room.
19	Crosby H.S.	<u>Crosby H.S.</u> - Does any of the outdoor piping feeding the new cooling towers require heat trace? If so can a schedule/spec be provided for that system, if required?	Y	Y	Heat trace not required.
20	Crosby H.S.	<u>Crosby H.S.</u> - Does this cooling tower design require an equalizing line interconnecting each cell to one another? If so, can a detail be provided with pipe sizing as well as any required appurtenances (valves to each cell, valves in main equalizing piping, etc.)?	Y	Y	The individual cooling towers are single cell units. Equalizer lines are not required.
21	Crosby H.S.	<u>Crosby H.S.</u> - Can an equipment schedule be provided for Cooling Towers CT-1~4 so the Cooling Tower manufacturers have engineered data to review before quoting? Also, who are the three acceptable manufacturer for this public bid? Would Evapco, Marley, and BAC be acceptable for this project? Just want to make sure I'm reaching out to the correct/approved manufacturers?	Y	Y	Equipment schedules provided with construction drawings. Evapco is basis of design. Marley and BAC are acceptable.
22	Crosby H.S.	<u>Crosby H.S.</u> - Currently there are no new 2-way control valves shown in the details for the Cooling Towers. Is there an existing to remain 2-way control valve on the existing to remain Condenser Water piping main? If not, can the details be updated to include any 2-way valves required in the piping system?	Y	Y	Consistent with existing there are no 2 way control valves. Just manual/shut off valves
23	Crosby H.S.	<u>Crosby H.S.</u> - Can an insulation schedule be provided with the specifications so the insulation contractors are accurately quoting the correct/required material with their pricing for the outdoor piping systems required for the Cooling Towers?	Y		Provide the following for all exterior piping: Cellular Glass: Inorganic, Incombustible, foamed or cellulated glass with annealed, rigid, hermetically sealed cells. Comply with ASTM C552. 1. Preformed Pipe Insulation without Jacket: Type II, Class 1, unfaced 2. Thickness: 1-1/2 inches. 3. Fabricated shapes in accordance with ASTM C450, ASTM C585, and ASTM C1639 4. Aluminum Exterior Jacket.
24	Crosby H.S.	<u>Crosby H.S.</u> - Cooling Towers have a 2" drain and 2" overflow associated with each cell. Can the plan be updated to show where those lines are required to terminate and can a detail be provided showing any required bypass, valves, etc., that may be required for these lines?	Y	Y	Drains are to a common drain that drains to the sump in the mechanical room. Overflows drain to roof drains.
25	Wilby H.S.	The ECM motors currently associated with the AHU basis of design unit have a 120 week (2+ years) lead time on them according to B Q D manufacturer's rep. Please advise if an alternate design would be taken into consideration for this AHU replacement? If an updated schedule and spec can be provided, if a 2-year lead time is not acceptable, please provide in an addendum.	Y		We are currently reviewing alternate configurations from Trane to provide a direct drive fan with VFD. Alternate manufacturers will be considered as long as they meet equipment performance.
26	Wilby H.S.	Please advise if there is any glycol in the CHW/S&R system @ Wilby HS, or is this a 100% water system?	N	Y	The system is 100% water and is drained down at the end of cooling season.
27	Wilby H.S.	Please provide an equipment schedule or updated spec section for any required terminals at the ends of the ductwork (RGDs, louvers, etc.). Currently nothing called out on drawing M-101 for Wilby H S? If the existing terminals are to be demolished and removed, please provide schedule for new work to be installed so our sheet metal subcontractor can account for that with their proposal. Or if current items in place are being reused, please advise?	N	Y	Other than being cleaned the ductwork in the music room is existing to remain
28	Crosby H.S.	Is the existing support structure for the two existing cooling tower cells going to remain and be the support structure for the four new cooling towers?	N		All recommendation is that the existing structure be sand blasted, inspected and painted. It is the understanding that the scope of the project does not include repairs to the roof.

**CITY OF WATERBURY**  
METROPOLITAN  
**PROJECT LOCATION**

APRIL 8, 2022

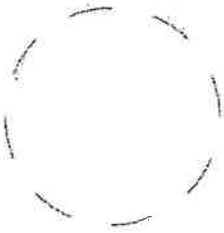
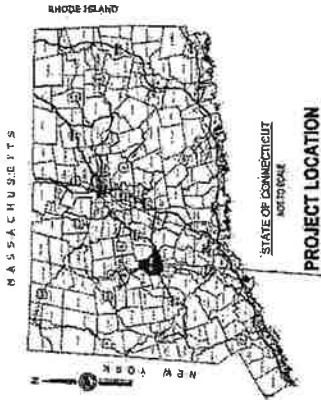


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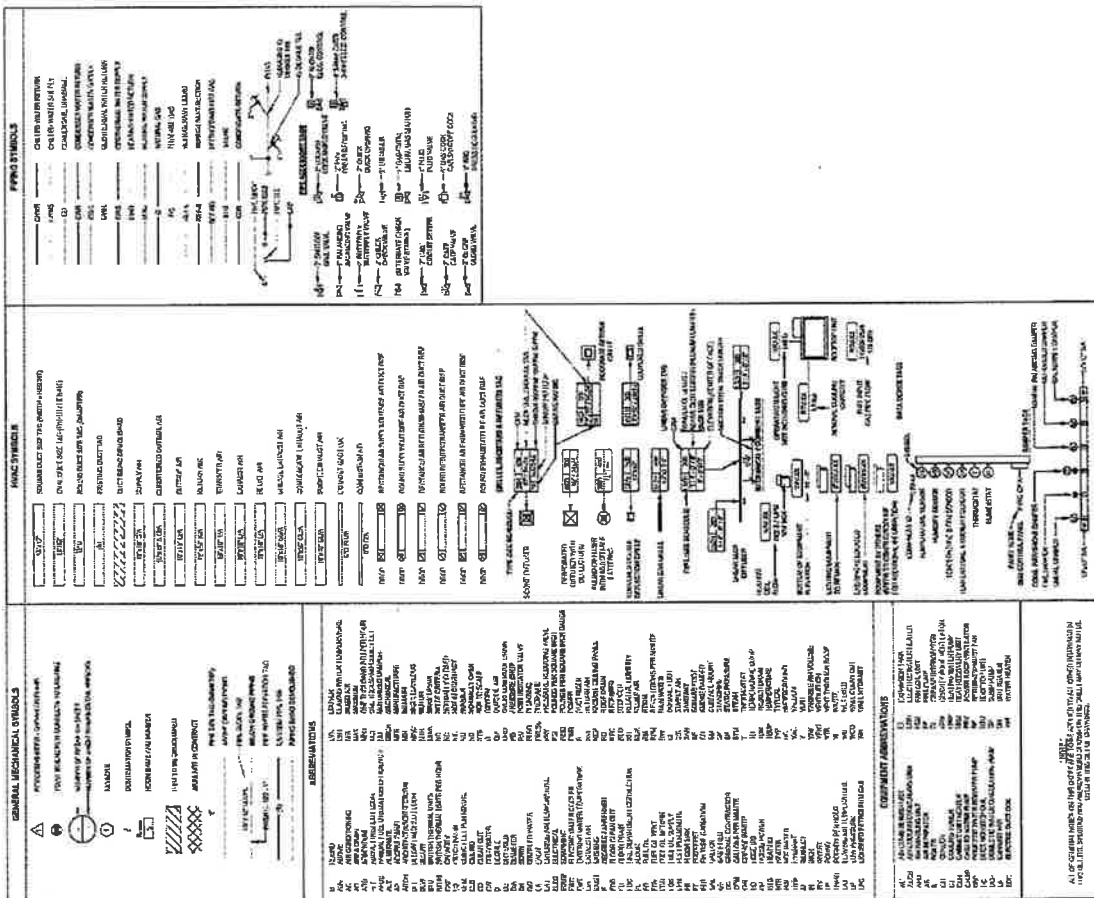
SHEET LIST	
SHEET NUMBER	SHEET DESCRIPTION
1-000	CIVIL WORK
<b>MECHANICAL</b>	
MECHANICAL REPAIRS, RIGGS, AND ADMINISTRATION	
1-004	MECHANICAL REPAIRS
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**M-001**







MD-101

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Project: 19  
 Client: 19  
 Date: 19/11/18



**CITY OF WATERBURY**

235 GRAND STREET  
 WATERBURY, CT 06702

NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10	NO. 11	NO. 12	NO. 13	NO. 14	NO. 15	NO. 16	NO. 17	NO. 18	NO. 19	NO. 20	NO. 21	NO. 22	NO. 23	NO. 24	NO. 25	NO. 26	NO. 27	NO. 28	NO. 29	NO. 30	NO. 31	NO. 32	NO. 33	NO. 34	NO. 35	NO. 36	NO. 37	NO. 38	NO. 39	NO. 40	NO. 41	NO. 42	NO. 43	NO. 44	NO. 45	NO. 46	NO. 47	NO. 48	NO. 49	NO. 50	NO. 51	NO. 52	NO. 53	NO. 54	NO. 55	NO. 56	NO. 57	NO. 58	NO. 59	NO. 60	NO. 61	NO. 62	NO. 63	NO. 64	NO. 65	NO. 66	NO. 67	NO. 68	NO. 69	NO. 70	NO. 71	NO. 72	NO. 73	NO. 74	NO. 75	NO. 76	NO. 77	NO. 78	NO. 79	NO. 80	NO. 81	NO. 82	NO. 83	NO. 84	NO. 85	NO. 86	NO. 87	NO. 88	NO. 89	NO. 90	NO. 91	NO. 92	NO. 93	NO. 94	NO. 95	NO. 96	NO. 97	NO. 98	NO. 99	NO. 100	NO. 101	NO. 102	NO. 103	NO. 104	NO. 105	NO. 106	NO. 107	NO. 108	NO. 109	NO. 110	NO. 111	NO. 112	NO. 113	NO. 114	NO. 115	NO. 116	NO. 117	NO. 118	NO. 119	NO. 120	NO. 121	NO. 122	NO. 123	NO. 124	NO. 125	NO. 126	NO. 127	NO. 128	NO. 129	NO. 130	NO. 131	NO. 132	NO. 133	NO. 134	NO. 135	NO. 136	NO. 137	NO. 138	NO. 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889	NO. 890	NO. 891	NO. 892	NO. 893	NO. 894	NO. 895	NO. 896	NO. 897	NO. 898	NO. 899	NO. 900	NO. 901	NO. 902	NO. 903	NO. 904	NO. 905	NO. 906	NO. 907	NO. 908	NO. 909	NO. 910	NO. 911	NO. 912	NO. 913	NO. 914	NO. 915	NO. 916	NO. 917	NO. 918	NO. 919	NO. 920	NO. 921	NO. 922	NO. 923	NO. 924	NO. 925	NO. 926	NO. 927	NO. 928	NO. 929	NO. 930	NO. 931	NO. 932	NO. 933	NO. 934	NO. 935	NO. 936	NO. 937	NO. 938	NO. 939	NO. 940	NO. 941	NO. 942	NO. 943	NO. 944	NO. 945	NO. 946	NO. 947	NO. 948	NO. 949	NO. 950	NO. 951	NO. 952	NO. 953	NO. 954	NO. 955	NO. 956	NO. 957	NO. 958	NO. 959	NO. 960	NO. 961	NO. 962	NO. 963	NO. 964	NO. 965	NO. 966	NO. 967	NO. 968	NO. 969	NO. 970	NO. 971	NO. 972	NO. 973	NO. 974	NO. 975	NO. 976	NO. 977	NO. 978	NO. 979	NO. 980	NO. 981	NO. 982	NO. 983	NO. 984	NO. 985	NO. 986	NO. 987	NO. 988	NO. 989	NO. 990	NO. 991	NO. 992	NO. 993	NO. 994	NO. 995	NO. 996	NO. 997	NO. 998	NO. 999	NO. 1000	NO. 1001	NO. 1002	NO. 1003	NO. 1004	NO. 1005	NO. 1006	NO. 1007	NO. 1008	NO. 1009	NO. 1010	NO. 1011	NO. 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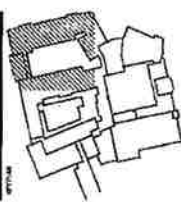


**NOTES**

1. SEE CITY PLAT FOR THE LOCATION OF THE PROPERTY. THE PROPERTY IS SHOWN IN THE PLAT AS BEING OWNED BY THE CITY OF WATERBURY. THE CITY OF WATERBURY HAS BEEN ADVISED OF THE LOCATION OF THE PROPERTY AND HAS BEEN ADVISED OF THE LOCATION OF THE PROPERTY. THE CITY OF WATERBURY HAS BEEN ADVISED OF THE LOCATION OF THE PROPERTY AND HAS BEEN ADVISED OF THE LOCATION OF THE PROPERTY.
2. CALCULATE THE LOCATION OF THE PROPERTY. THE LOCATION OF THE PROPERTY IS SHOWN IN THE PLAT AS BEING OWNED BY THE CITY OF WATERBURY. THE CITY OF WATERBURY HAS BEEN ADVISED OF THE LOCATION OF THE PROPERTY AND HAS BEEN ADVISED OF THE LOCATION OF THE PROPERTY.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REMOVAL OF THE PROPERTY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REMOVAL OF THE PROPERTY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REMOVAL OF THE PROPERTY.
4. LOCATION AND CHARACTERISTICS OF THE PROPERTY. THE LOCATION AND CHARACTERISTICS OF THE PROPERTY IS SHOWN IN THE PLAT AS BEING OWNED BY THE CITY OF WATERBURY. THE CITY OF WATERBURY HAS BEEN ADVISED OF THE LOCATION OF THE PROPERTY AND HAS BEEN ADVISED OF THE LOCATION OF THE PROPERTY.



250 HANCOCK STREET  
WATERBURY, CT 06702  
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FAX: 860-332-1234  
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Canaan, CT Shelton, CT Torrington, CT



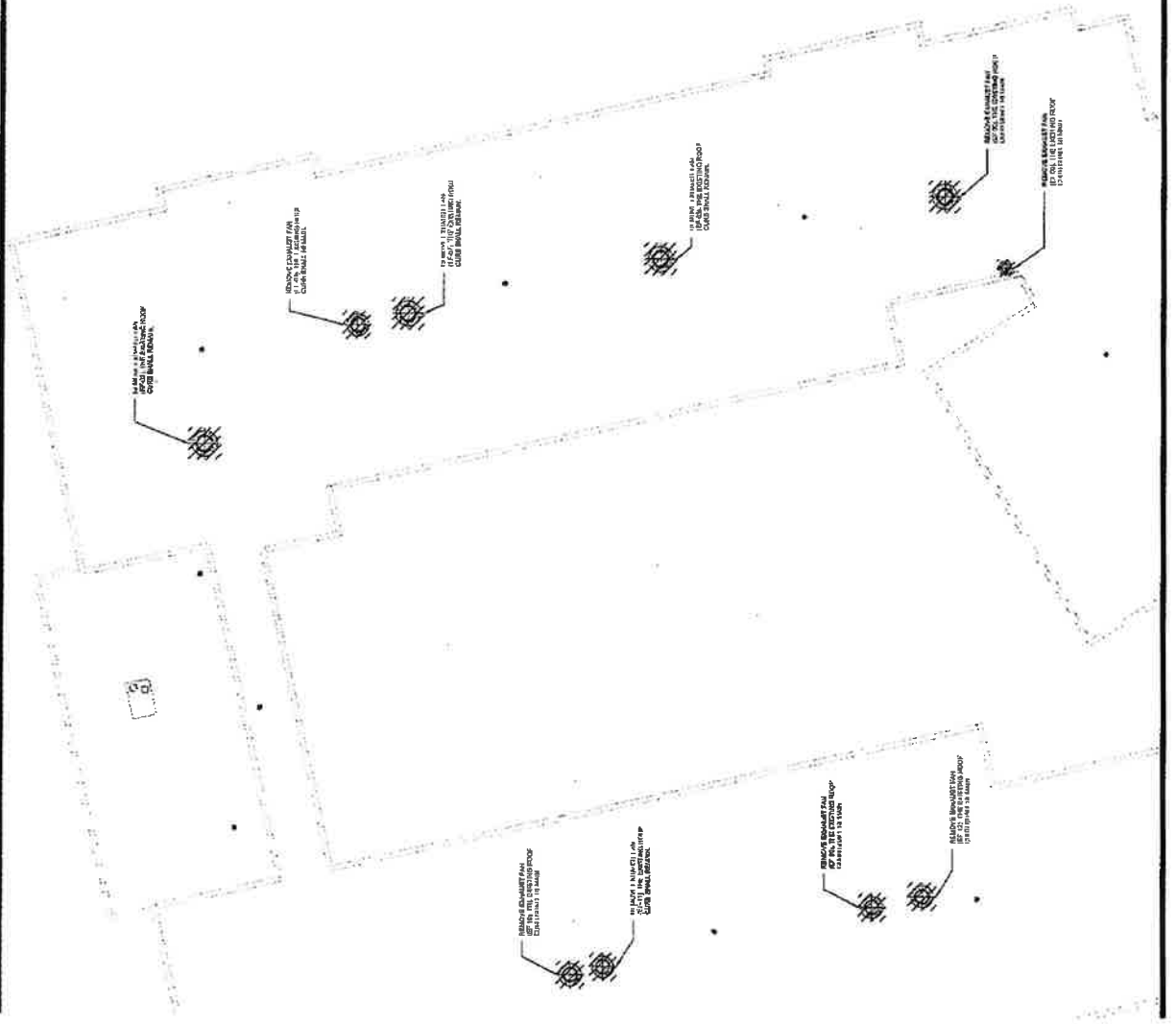
**CITY OF WATERBURY**  
250 GRAND STREET  
WATERBURY, CT 06702

DATE: 10/1/10  
BY: [Signature]  
CHECKED BY: [Signature]  
APPROVED BY: [Signature]

**MECHANICAL DEMOLITION ROOF PLAN  
SECTION 4**

**KENNEDY HIGH SCHOOL EXHAUST FAN REPLACEMENT**  
422 HIGHLAND AVENUE  
WATERBURY, CT 06708  
MECHANICAL DEMOLITION ROOF PLAN SECTION 4

**MD-104**





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 PHONE: (860) 555-7700  
 FAX: (860) 555-7710  
 E-MAIL: paul@aiengineers.com



CITY OF WATERBURY  
 235 GRAND STREET  
 WATERBURY, CT 06702

PROJECT NO. \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 APPROVED BY: \_\_\_\_\_

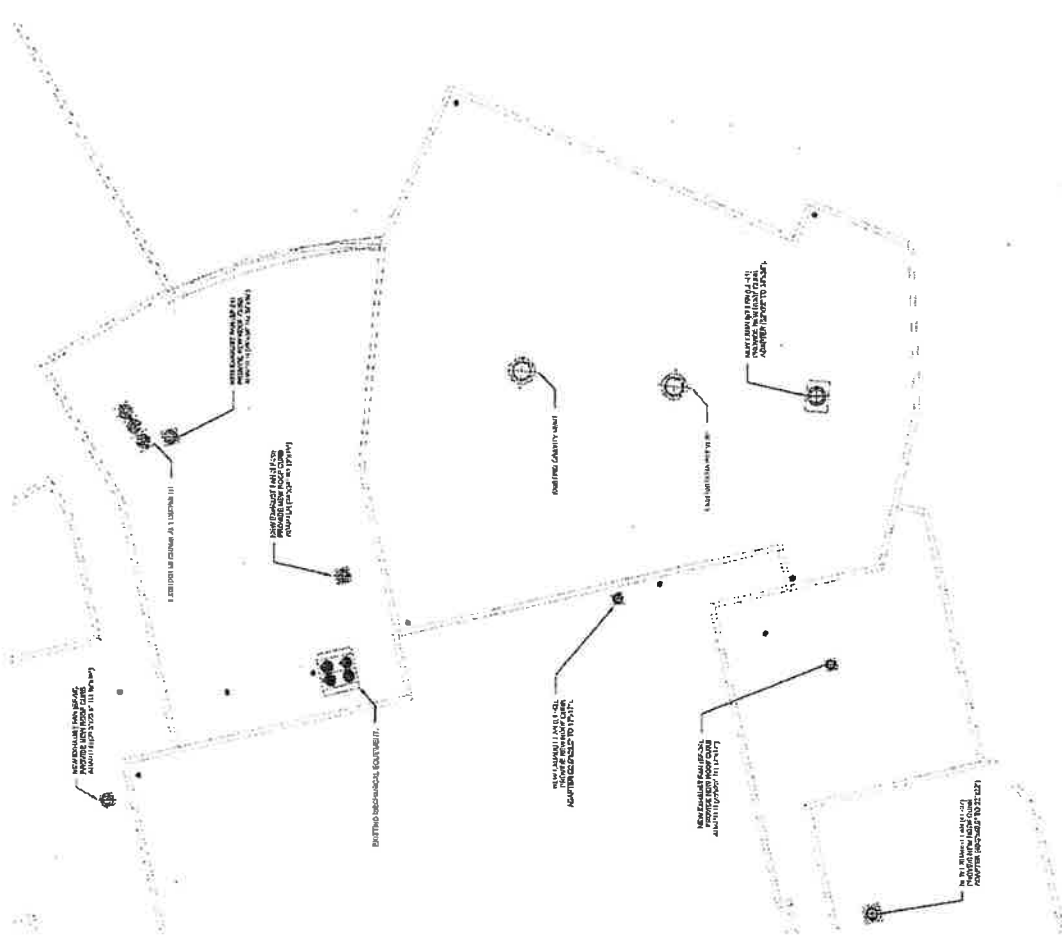
KENNEDY HIGH  
 SCHOOL EXHAUST FAN  
 REPLACEMENT  
 422 HIGH AND AVENUE  
 WATERBURY, CT 06705

**M-102**



**NOTES**

1. CONSULT THE WATERBURY BUILDING DEPARTMENT FOR ALL NECESSARY PERMITS.
2. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES OF THE STATE OF CONNECTICUT AND THE CITY OF WATERBURY.
3. EXISTING EXHAUST FAN SHALL BE REMOVED AND REPLACED WITH A NEW EXHAUST FAN OF EQUAL OR GREATER CAPACITY.
4. EXISTING EXHAUST DUCT SHALL BE REMOVED AND REPLACED WITH A NEW EXHAUST DUCT OF EQUAL OR GREATER CAPACITY.
5. ALL EXHAUST DUCT SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES OF THE STATE OF CONNECTICUT AND THE CITY OF WATERBURY.
6. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.



**MECHANICAL NEW WORK ROOF PLAN  
 SECTION 2**

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WINDMILL STREET  
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Middletown, CT New York, NY Danbury, CT  
Canaan, CT Eastford, CT Easton, CT



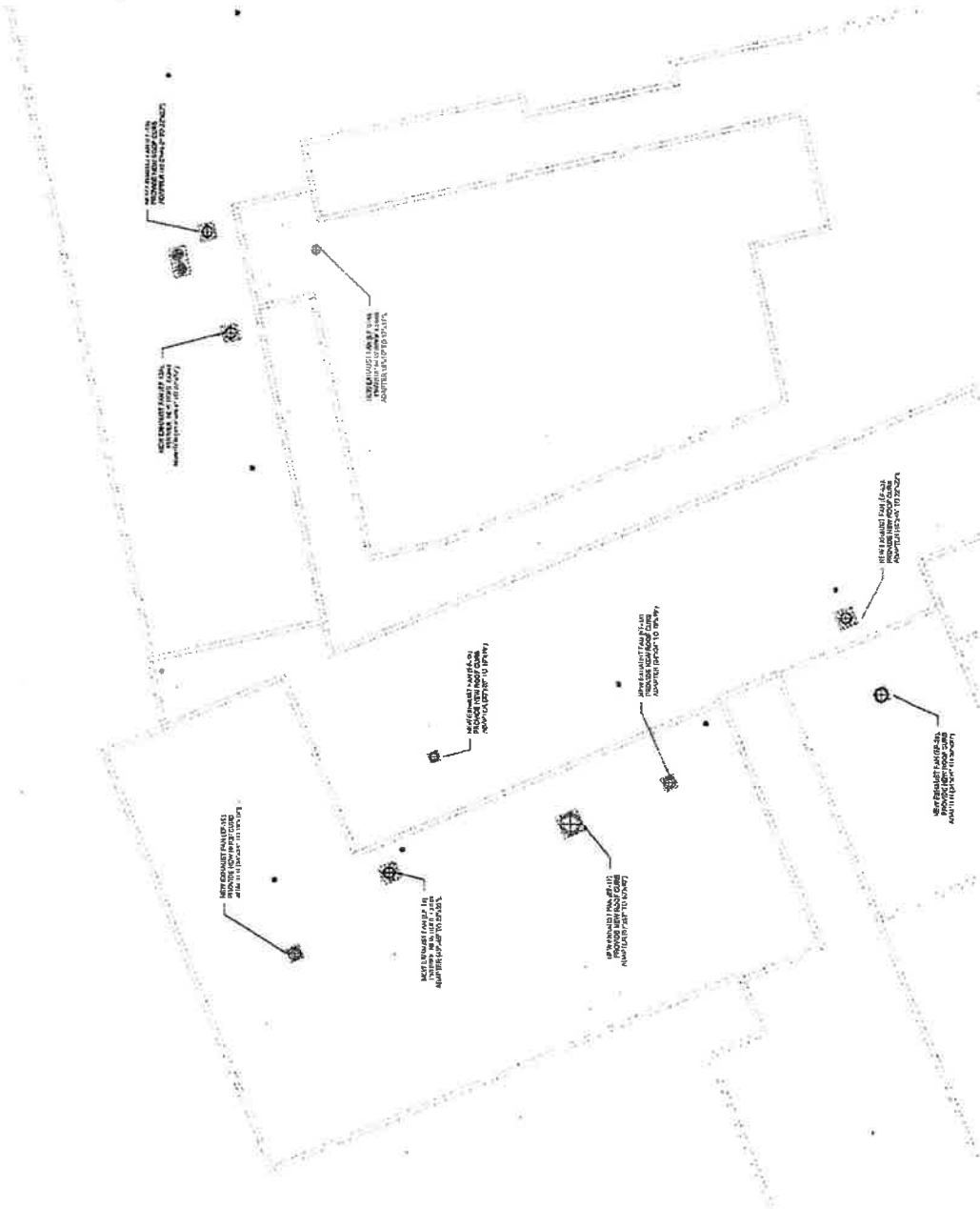
**CITY OF WATERBURY**  
235 GRAND STREET  
WATERBURY, CT 06702  
THIS DRAWING IS A PART OF THE PROJECT  
DATE: 12/1/2014  
BY: [Signature]  
CHECKED BY: [Signature]  
APPROVED BY: [Signature]

**KENNEDY HIGH SCHOOL EXHAUST FAN REPLACEMENT**  
427 HIGHLAND AVENUE  
WATERBURY, CT 06705  
**MECHANICAL NEW WORK SECTION 3**  
ROOF PLAN SECTION 3  
M-103



**NOTES**

1. DOCUMENT ALL WORK WITH ELECTRICAL DRAWINGS.
2. LOCATION AND QUANTITY OF EXHAUST FAN SHALL BE SHOWN ON THE ROOF PLAN. INFORMATION IS TO BE PROVIDED TO THE CONTRACTOR BY THE OWNER.
3. CONTRACTOR SHALL PROVIDE ALL MATERIALS AND LABOR FOR THE EXHAUST FAN REPLACEMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EXHAUST FAN REPLACEMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EXHAUST FAN REPLACEMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EXHAUST FAN REPLACEMENT.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EXHAUST FAN REPLACEMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EXHAUST FAN REPLACEMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EXHAUST FAN REPLACEMENT.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EXHAUST FAN REPLACEMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EXHAUST FAN REPLACEMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EXHAUST FAN REPLACEMENT.



**MECHANICAL NEW WORK ROOF PLAN SECTION 3**







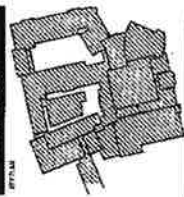


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110 MADISON STREET  
SUITE 1000, CT 06107  
HARTFORD, CT 06107  
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1000 BANK ST. NEW HAVEN, CT 06510  
TEL: 860.524.1111  
FAX: 860.524.1111



CITY OF WATERBURY

235 GRAND STREET  
WATERBURY, CT 06702

DESIGNED BY: AI ENGINEERS

DATE: 12/1/11

PROJECT: KENNEDY HIGH SCHOOL EXHAUST FAN REPLACEMENT

CLIENT: CITY OF WATERBURY

PROJECT NO: 11-001

DATE: 12/1/11

KENNEDY HIGH  
SCHOOL EXHAUST FAN  
REPLACEMENT  
422 HIGHLAND AVENUE  
WATERBURY, CT 06708

MECHANICAL SCHEDULES

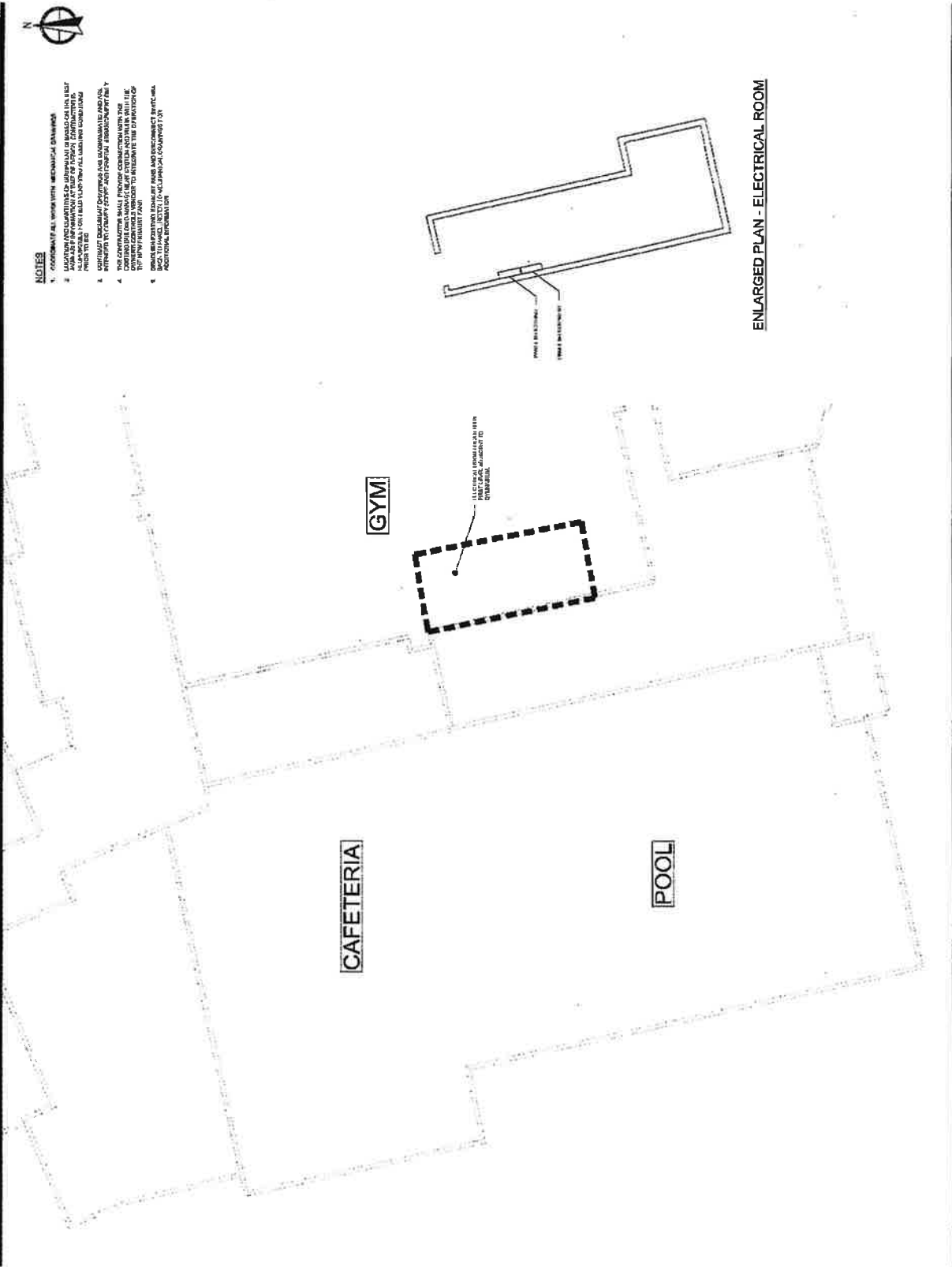
M-601

EXHAUST FANS									
NO	MANUFACTURER	MODEL	LOCATION	QAL	TYPE	HP	PHASE	1/2 HP	REMARKS
1	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
2	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
3	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
4	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
5	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
6	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
7	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
8	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
9	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
10	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
11	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
12	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
13	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
14	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
15	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
16	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
17	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
18	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
19	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
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27	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
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47	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
48	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
49	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
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53	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
54	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
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59	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
60	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
61	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
62	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
63	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
64	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
65	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
66	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
67	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
68	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
69	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
70	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
71	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
72	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
73	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
74	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
75	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
76	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
77	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
78	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
79	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
80	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
81	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
82	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
83	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
84	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
85	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
86	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
87	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
88	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
89	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
90	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
91	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
92	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
93	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
94	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
95	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
96	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
97	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
98	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
99	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS
100	SPALCO	500-10	MECHANICAL	100	1/2	1/2	1	1/2	REMARKS

1. EXHAUST FANS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF WATERBURY MECHANICAL SCHEDULES. 2. EXHAUST FANS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF WATERBURY MECHANICAL SCHEDULES. 3. EXHAUST FANS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF WATERBURY MECHANICAL SCHEDULES. 4. EXHAUST FANS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF WATERBURY MECHANICAL SCHEDULES. 5. EXHAUST FANS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF WATERBURY MECHANICAL SCHEDULES.

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**NOTES**

1. COORDINATE ALL WORK WITH MECHANICAL CONTRACTOR.
2. LOCATE ALL MECHANICAL EQUIPMENT IN BASES OR BASES ON FLOOR. LOCATE ALL MECHANICAL EQUIPMENT IN BASES OR BASES ON FLOOR. LOCATE ALL MECHANICAL EQUIPMENT IN BASES OR BASES ON FLOOR.
3. COORDINATE ALL WORK WITH MECHANICAL CONTRACTOR.
4. COORDINATE ALL WORK WITH MECHANICAL CONTRACTOR.
5. COORDINATE ALL WORK WITH MECHANICAL CONTRACTOR.

THIS DOCUMENT CONTAINS PROPRIETARY INFORMATION BELONGING TO AN ENGINEER OR ITS AFFILIATED COMPANIES AND SHALL BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM THE ENGINEER OR ITS AFFILIATED COMPANIES. ANY UNAUTHORIZED REPRODUCTION OR TRANSMISSION OF THIS DOCUMENT IS PROHIBITED AND SHALL BE RETURNED UPON REQUEST.



200 WILSON STREET  
SUITE 100  
WATERBURY, CT 06702  
TEL: (203) 845-1111  
FAX: (203) 845-1112  
www.aiengineers.com  
MAKING IT BETTER  
MAKING IT BETTER  
MAKING IT BETTER



FLICK  
CITY OF WATERBURY

235 GRAND STREET  
WATERBURY, CT 06702

SCALE: 1/8" = 1'-0"

DATE: 08/11/11  
BY: [Signature]

PROJECT NAME: KENNEDY HIGH SCHOOL EXHAUST FAN REPLACEMENT

422 HIGHLAND AVENUE  
WATERBURY, CT 06708

ELECTRICAL WORK  
LOWER LEVEL

PROJECT NAME: KENNEDY HIGH SCHOOL EXHAUST FAN REPLACEMENT

422 HIGHLAND AVENUE  
WATERBURY, CT 06708

ELECTRICAL WORK  
LOWER LEVEL

PROJECT NAME: KENNEDY HIGH SCHOOL EXHAUST FAN REPLACEMENT

422 HIGHLAND AVENUE  
WATERBURY, CT 06708

ELECTRICAL WORK  
LOWER LEVEL

PROJECT NAME: KENNEDY HIGH SCHOOL EXHAUST FAN REPLACEMENT

422 HIGHLAND AVENUE  
WATERBURY, CT 06708

ELECTRICAL WORK  
LOWER LEVEL

PROJECT NAME: KENNEDY HIGH SCHOOL EXHAUST FAN REPLACEMENT

422 HIGHLAND AVENUE  
WATERBURY, CT 06708

ELECTRICAL WORK  
LOWER LEVEL

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OF ANY AGREEMENT UNDER WHICH IT WAS SUPPLIED OR  
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AND SHALL BE RETURNED UPON REQUEST.



900 MEDON E STREET  
MIDDLETOWN, CT 06457  
PHONE: (860) 535-7760  
FAX: (860) 535-7512  
<http://www.singmaster.com>



CITY OF WATERBURY

235 GRAND STREET  
WATERBURY, CT 06702

11527 • J. Neurosci., September 24, 2008 • 28(39):11521–11527

11-24 11:05

[illegible]

2005-2006

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1000

...the ...

517

ENLARGED PLAN ROOM 200B - ELECTRICAL ROOM

**KENNEDY HIGH  
SCHOOL EXHAUST FAN  
REPLACEMENT**

422 HIGHLAND AVENUE  
WATERBURY, CT 06708

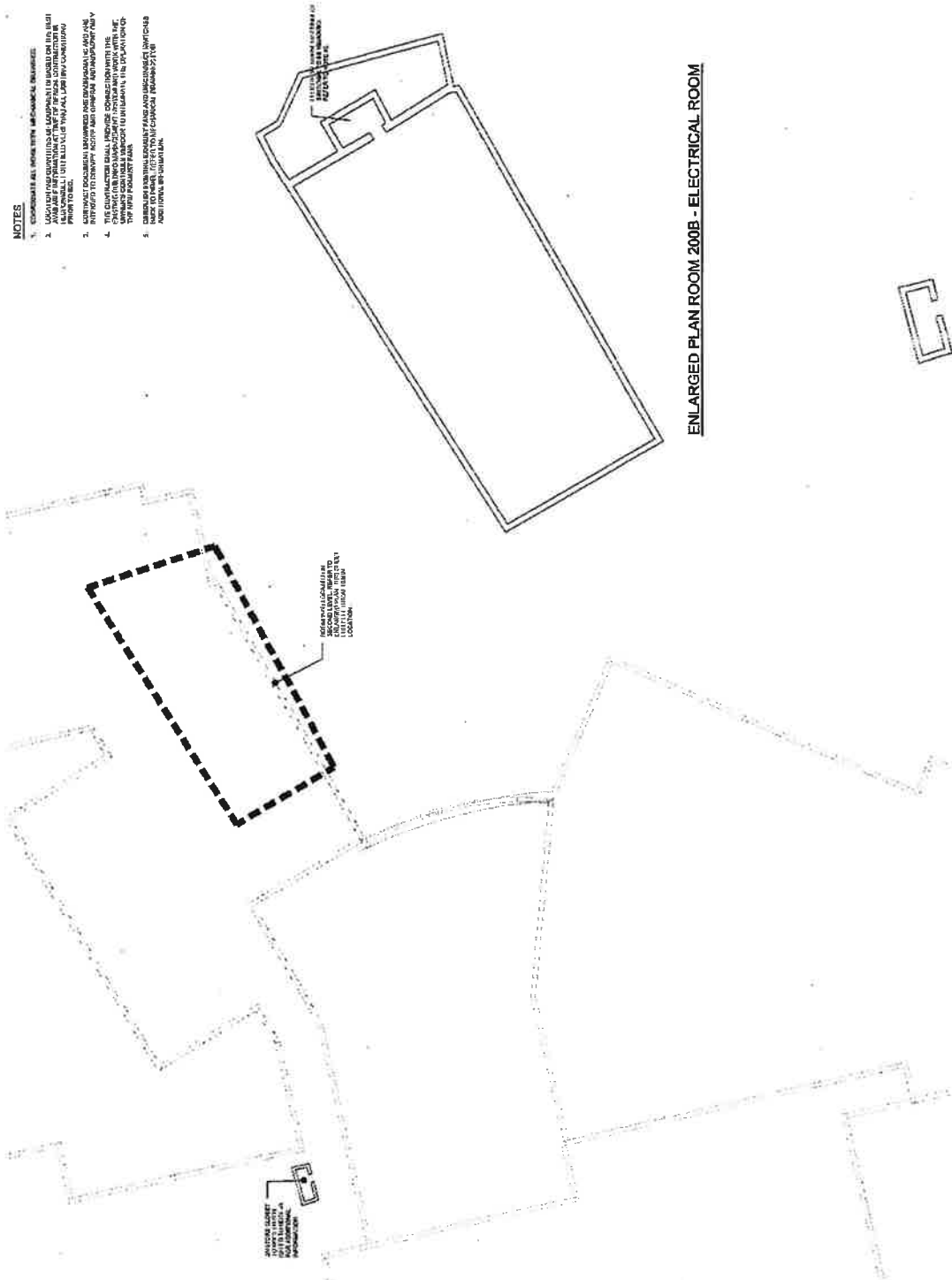
**ELECTRICAL WORK  
UPPER LEVEL**

FILE: 200704010001  
 SUBJECT: 044  
 C-30000 4P 10  
 1001100 2007.1

E-102

## NOTES

1. CONDUCTED AT 110 VOLTS WITH A 60-HERTZ FREQUENCY.
2. WAVELENGTHS OF THE RADIATION USED IN THE STUDY WERE CONTINUOUSLY VARYING FROM 1.5 TO 1.9 CM. THE TEMPERATURE OF THE TISSUE SAMPLES WAS MAINTAINED AT 37°C. THE SAMPLES WERE EXPOSED TO THE RADIATION FOR 10 MIN. PRIOR TO USE.
3. SUBSTRATE SOLUTIONS PREPARED BY THE BATHING METHOD AND USED FOR THE RADIATION THERAPY, ACUTE AND CHRONIC, AND FOR THE RADIATION THERAPY.
4. THE CONSTRUCTION MADE PROVIDE CONNECTION WITH THE RADIATION THERAPY, ACUTE AND CHRONIC, AND FOR THE RADIATION THERAPY. THE WAVELENGTHS OF THE RADIATION USED IN THE STUDY WERE CONTINUOUSLY VARYING FROM 1.5 TO 1.9 CM. THE TEMPERATURE OF THE TISSUE SAMPLES WAS MAINTAINED AT 37°C. THE SAMPLES WERE EXPOSED TO THE RADIATION FOR 10 MIN. PRIOR TO USE.
5. COVERED UP THE SUBSTRATE SOLUTIONS AND USED FOR THE RADIATION THERAPY, ACUTE AND CHRONIC, AND FOR THE RADIATION THERAPY. THE WAVELENGTHS OF THE RADIATION USED IN THE STUDY WERE CONTINUOUSLY VARYING FROM 1.5 TO 1.9 CM. THE TEMPERATURE OF THE TISSUE SAMPLES WAS MAINTAINED AT 37°C. THE SAMPLES WERE EXPOSED TO THE RADIATION FOR 10 MIN. PRIOR TO USE.



2000-2001  
1999-2000  
1998-1999  
1997-1998  
1996-1997

LOCATION  
ADDRESS  
CITY AND STATE ZIP  
COUNTRY

IN THE CIRCUIT COURT OF THE  
FIFTH JUDICIAL CIRCUIT IN AND FOR  
THE COUNTY OF HAWAII

U.S. DEPARTMENT OF JUSTICE, FEDERAL BUREAU OF INVESTIGATION, WASHINGTON, D.C. 20535





Copy

**REQUEST FOR PROPOSAL  
RFP #7260  
BY  
THE CITY OF WATERBURY  
DEPARTMENT OF EDUCATION  
FOR MECHANICAL UPGRADES AT THREE SCHOOLS**

The City of Waterbury through its Department of Education (hereinafter "City") is seeking proposals for the **MECHANICAL UPGRADES AT THREE HIGH SCHOOLS** (hereinafter "Project") with the intention of entering into a contract for the furnishing of all labor, materials, tools, and equipment necessary to execute and properly finish the Project, as detailed and described herein.

**A. Background and Intent**

The Board of Education engaged a firm last year that is nearing completion of a district-wide facility condition assessment and analysis (the "Study"). The Study has provided a Facilities Condition Assessment (the "FCA Report"). The Waterbury Board of Education is seeking to engage one qualified vendor to provide mechanical upgrades and integration with supporting building systems for three high schools; provided, however, the Board of Education reserves the right to award one or more of the project upgrades to one or more different vendors. The FCA Report provided a supplemental overview of existing systems at several locations and has outlined three separate projects with the following determinations:

**Project 1** - Mechanical upgrades required at the John F. Kennedy High School, located at 422 Highland Avenue, Waterbury, CT 06708 – The FCA Report has determined that the existing exhaust fans have reached their useful life and will require replacement.

**Project 2** - Mechanical upgrades required at the Crosby High School, located at 300 Pierpont Road, Waterbury, CT 06708 – The FCA Report has determined that the existing cooling towers has reached their useful life and will require replacement.

**Project 3** - Mechanical upgrades required at the Wilby High School, located at 568 Bucks Hill Road, Waterbury, CT 06708 – The FCA Report has determined that the existing air handling unit has reached its useful life and will require replacement.

It is anticipated that this RFP pertains to a project funded in whole or in part, under the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) and/or under the Elementary and Secondary School Emergency Relief Supplemental Appropriations Act of 2021 signed into law December 27, 2020 (ESSER II Fund) and/or American Rescue Plan Elementary and Secondary School Emergency Relief Fund signed into law March 11, 2021. As such, Contractor is required to comply with all applicable Federal statutes, executive orders, regulations, rules and interpretive guidance issued by the U.S. Treasury Department, U.S. Office of Management and Budget or any other Federal agency. This Contract is subject to 2 C.F.R. Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury's implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension. A listing of Federal Requirements and Representations that Contractor must comply with are set forth in the attachment to the construction contract that is

**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2021)**  
**Persons or Entities Conducting Business with the City**

**I. Outstanding Purchase Orders of Contracts with the City**

**A. Contracts**

**No Contracts with the City**

☐

CITY-WIDE ON-CALL HVAC SERVICES # 6977

(Service or Commodity Covered by Contract)

No end date

(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 2021)**  
**Persons or Entities Conducting Business with the City**

**B. Purchase Order(s).**

**No Purchase Order(s) with the City**

☐

See attached far too many to list

(Service or Commodity Covered by Purchase Order)

See attached

(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 2021)**

**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

☐

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 §40.51 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 40 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 40.81 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.

Sarracco Mechanical Services Inc  
(Name of Company, if applicable)

  
Signature of Individual (or Authorized Signatory)

5.23.22  
Date

Scott Sarracco V.P.  
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☒

**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:

Sarracco Mechanical Services Inc.  
61 Mattatuck Heights RD  
Waterbury CT 06705

Print Name and Title of Authorized Representative:

Donell J. Ison - Senior Sales

Signature of Authorized Representative:

[Signature]

Date:

5-24-2022

# 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: 06-0935943

County of New Haven

Scott Sarracelo, being first duly sworn, deposes and says that:

1. I am the owner, partner, officer, representative, agent or VP of Sarracelo (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 Donald Jillson	Senior Sales	Sarracco Mechanicalservice Inc.	On call	03/17/1963
2 See Attached				
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 Donald Jillson	Senior Sales	Sarracco Mechanical Services Inc.	On Call	03/17/1963
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):

<b>Name</b>	<b>Title</b>	<b>DOB</b>	<b>Stock %</b>
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):

<b>Name</b>	<b>Title</b>	<b>Affiliated Company (if none state NONE)</b>	<b>Address</b>	<b>DOB</b>
1		Sarracco Mechanical Services INC	61 Mattatuck Heights RD	
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:

<b>TRADE NAME</b>	<b>PLACE OF INCORPORATION/REGISTRY</b>	<b>PRINCIPAL PLACE OF BUSINESS</b>
1 Sarracco Mechanical Services INC	Waterbury CT,	Waterbury CT
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.

**CITY OF WATERBURY**

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

**For Partnership or LLC**

In presence of:

Attest (Witness Signature)

(Name of Partnership)

(Witness Printed Name)

By:

(Name of General Partner)

(Business Address)

**For Corporation**

Daniel J. Ellison  
Attest (Witness)

Scott Sarracco  
(Corporate Principal - Printed Name)

61 Massachusetts Height Rd Wth CT  
(Business Address)

Affix  
Corporate  
Seal

SARRACCO MECHANICAL  
(Name of Corporation)

By: Scott Sarracco  
(Signature of Authorized Corporate Officer)

Its: V.P.  
(Title)

State of Connecticut )

) SS (Date)

County of New Haven )

Scott Sarracco being duly sworn,

deposes and says that he/she is V.P. of Sarracco and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 23rd day of May 2022.

Michele Alicky  
(Notary Public)

My Commission Expires: Feb 28, 2026



## ATTACHMENT C

**KEVIN MCCAFFERY**  
**DIRECTOR OF PURCHASING**  
**236 GRAND STREET**  
**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	1 dated 05/03/2022	4	
2	2 dated 05/05/2022	5	
3	3 Dated 05/17/2022	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.

06-0935943  
Social Security Number  
or Federal Identification Number

Scott Sarracco  
Signature of Individual or Corporate Name  
Scott Sarracco V.P.  
Corporate Officer  
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name SARRACCO MECHANICAL  
By: SCOTT SARRACCO V.P.  
(Title)  
Business Address: 61 MANTUICK HEIGHTS Rd.  
(City, State, Zip Code)  
WATERBURY CT 06705  
Phone: \_\_\_\_\_

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.

**MAUREEN McCAULEY**  
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

**ADDENDUM #1**

**May 3, 2022**

**RFP 7260 Mechanical Upgrades at Three High Schools (Kennedy, Wilby, Crosby)**

**NOTICE:** This project is subject to the Commission on Human Rights and Opportunities Contract Compliance Regulations. Please complete, sign and submit the attached paperwork with your proposal.

**Thank you.**

**Maureen McCauley**

**Assistant Director of Purchasing – City of Waterbury**

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES  
CONTRACT COMPLIANCE REGULATIONS  
NOTIFICATION TO BIDDERS**

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

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**INSTRUCTIONS AND OTHER INFORMATION**

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

**1) Definition of Small Contractor**

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

**MANAGEMENT:** Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

**BUSINESS AND FINANCIAL OPERATIONS:** These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

**MARKETING AND SALES:** Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

**LEGAL OCCUPATIONS:** In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

**COMPUTER SPECIALISTS:** Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

**ARCHITECTURE AND ENGINEERING:** Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

**OFFICE AND ADMINISTRATIVE SUPPORT:** All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

**BUILDING AND GROUNDS CLEANING AND MAINTENANCE:** This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

**CONSTRUCTION AND EXTRACTION:** This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

**INSTALLATION, MAINTENANCE AND REPAIR:** Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

**MATERIAL MOVING WORKERS:** The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

**PRODUCTION WORKERS:** The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

**White** (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.  
**Black**(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.  
**Hispanic**- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

**Asian or Pacific Islander**- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.

**American Indian or Alaskan Native**- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

## BIDDER CONTRACT COMPLIANCE MONITORING REPORT

### PART I - Bidder Information

Company Name Sarracco Mechanical Services Inc. Street Address 61 Mattatuck Heights Rd City & State Waterbury CT 06705 Chief Executive	Bidder Federal Employer Identification Number 06-0935943 Or Social Security Number
Major Business Activity (brief description)  Provide M.E.P. service and installation	Bidder Identification (response optional/definitions on page 1)  -Bidder is a small contractor. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> -Bidder is a minority business enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, check ownership category) Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Iberian Peninsula <input type="checkbox"/> Individual(s) with a Physical Disability <input type="checkbox"/> Female <input type="checkbox"/>
Bidder Parent Company (If any) None	- Bidder is certified as above by State of CT Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Other Locations in Ct. (If any) None	

### PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	9. Does your company have a mandatory retirement age for all employees? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>
6. Does your company have a collective bargaining agreement with workers? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes <input type="checkbox"/> No <input type="checkbox"/> 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes <input type="checkbox"/> No <input type="checkbox"/>	12. Does your company have a written affirmative action Plan? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If no, please explain.
	13. Is there a person in your company who is responsible for equal employment opportunity? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, give name and phone number. Laura Cross HR 203-720-3806

**Part III - Bidder Subcontracting Practices**

(Page 4)

 1. Will the work of this contract include subcontractors or suppliers? Yes ☒ No ☐

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

Industrial Riggers  
 KMK Insulation  
 Steammatic  
 Seismic Controls

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?

 Yes ☐ No ☒
**PART IV - Bidder Employment Information**

Date: 05/26/2022

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management	13	11	1					1			
Business & Financial Ops											
Marketing & Sales	4	4									
Legal Occupations											
Computer Specialists											
Architecture/Engineering	4	3				1					
Office & Admin Support	14	4	9						1		
Bldg/ Grounds Cleaning/Maintenance	1	1									
Construction & Extraction	42	33		2		6				1	
Installation, Maintenance & Repair	23	18		3		1		1			
Material Moving Workers	1	1									
Production Occupations											
TOTALS ABOVE	102	75	10	5		8		2	1	1	
Total One Year Ago	100	78	10	3		5		2	1	1	
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices	13	6		1		6					
Trainees											

\*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

Part III - Bidder Subcontracting Practices

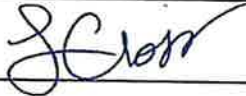


**PART V - Bidder Hiring and Recruitment Practices**

(Page 5)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination	
SOURCE	YES	NO	% of applicants provided by source	(X)		<p><i>Surace Mechanical Services, Inc. is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status), gender identity or expression, pregnancy, disability, genetic information, marital or civil union status, veteran status, untrained servicemember status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy regarding all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rate of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.</i></p> <p><i>The company provides diversity and inclusion training to all employees and managers. our policy is posted in common areas as well as disseminated to recruiting partners, suppliers and vendors in is detailed on our application for employment. The company has utilized the online State of CT Supplier Diversity Search <a href="https://dms.ct.gov/SDSearch/SDSearch.aspx">https://dms.ct.gov/SDSearch/SDSearch.aspx</a> to identify companies to invite to bid on our projects and materials.</i></p>	
State Employment Service	X		0%	X	Work Experience		
Private Employment Agencies	X		85%		Ability to Speak or Write English		
Schools and Colleges	X		10%		Written Tests		
Newspaper Advertisement	X		0%	X	High School Diploma or equivalent		
Walk Ins	X		2%		College Degree		
Present Employees	X		4%		Union Membership		
Labor Organizations					Personal Recommendation		
Minority/Community Organizations	X		1%		Height or Weight		
Others (please identify)					Car Ownership		
					Arrest Record		
					Wage Garnishments		

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)		(Title)	HR Manager	(Date Signed)	5/23/2022	(Telephone)	203-720-3806
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MAUREEN McCAULEY  
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

**ADDENDUM #2**

**May 5, 2022**

**RFP 7260 Mechanical Upgrades at Three High Schools (Kennedy, Wilby, Crosby)**

**Please find link to Kennedy drawings:**

[City of Waterbury Kennedy High School Exhaust Fan Replacement 100% Design.pdf - Google Drive](#)

**Assistant Director of Purchasing – City of Waterbury**

MAUREEN McCAULEY  
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

**ADDENDUM #3**

**May 17, 2022**

**RFP 7260 Mechanical Upgrades at Three High Schools (Kennedy, Wilby, Crosby)**

**Please refer to the questions and answers below.**

**Question:** Please provide equipment schedule for Wilby HS AHU replacement.

**Answer:** See spreadsheet.

**Question:** Are permit fees waived for this project?

**Answer:** City of Waterbury fees are waived; State of CT fees are not.

**Question:** Is there retainage or liquidated damages on this project?

**Answer:** Standard City contract will apply.

**Question:** The request for proposal specifically sites that we need to provide past experience with OSCG&R. Please advise if this is a defining factor for bidding the project?

**Answer:** NO but preference will be given to companies that do have it.

**Question:** Please have the design team provide the scalable and readable 36" x 24" drawings for the Kennedy High School Exhaust Fans Replacement project. Separate PDFs were provided for the other two schools but not the Kennedy High School project. Current Kennedy set of plans located in the RFP#7260 PDF (pages 67-83) are 8.5" x 11" drawings which are not scalable or legible.

**Answer:** Use this link: <https://aiengineers.exavault.com/share/view/304tx-9b4b1b9u>

**Question:** Please advise who the current HVAC Controls Contractor is @ the each of the three schools requiring renovation (Kennedy, Wilby, & Crosby), so we can reach out for their controls portion of work to be included with our bid?

**Answer:** SNE Building systems 860 653 5095.

**Question:** Please confirm that there is no asbestos on any of the three renovation projects, or if asbestos is found, please confirm that abatement would be performed by an abatement contractor as part of a separate contract?

**Answer:** City agency will handle any hazmat if necessary.

**Question:** For Kennedy, what is scope of work for air balancer? Note inlet CFM values are not provided.

**Answer:** Fans are replaced one for one. All CFM values were provided. Existing back draft dampers have to be checked and replaced.

**Question:** For Crosby, please provide schedule page for equipment.

**Answer:** See spreadsheet.

**Question:** The ECM motors currently associated with the AHU basis of design unit have a 120 week (2+ years) lead time on them according to B.O.D manufacturer's rep. Please advise if an alternate design would be taken into consideration for this AHU replacement? If an updated schedule and spec can be provided, if a 2-year lead time is not acceptable, please provide in an addendum.

**Answer:** Alternate motors will be taken into consideration based on City experience with proposed brands (to be discussed).

**Question:** Please clarify, will the cooling tower control package be included by the manufacturer with staging control as specified,. Will that include BACnet communication to the BMS? Is the intent to have a complete control system by the manufacture including vibration switches and VFDs all prewired when they arrive at the site.

**Answer:** Cooling towers mostly come with prewired controllers controlling staging of the fans BUT based on availability and time lines we can accept alternates. However, it must include BACnet.

**Thank you.**

**Maureen McCauley**

**Assistant Director of Purchasing – City of Waterbury**

RFI #	Project	Description (Kennedy, Wilby, Crosby)	Previously Submitted	Answered	Answers / NOTES
1	General RFI	Please have the design team provide the scalable and readable 36" x 24" drawings for the Kennedy High School Exhaust Fans Replacement project. Separate PDFs were provided for the other two schools but not the Kennedy High School project. Current Kennedy set of plans located in the RFP#7260 PDF (pages 67-83) are 8.5" x 11" drawings which are not scalable or legible.	Y	Y	Provided with Addendum #2
2	General RFI	Please advise who the current HVAC Controls Contractor is @ each of the three schools requiring renovation (Kennedy, Wilby, & Crosby), so we can reach out for their controls portion of work to be included with our bid?	Y	Y	SNE Building Systems listed on Kennedy High School drawings and attended all three mandatory walkthroughs
3	General RFI	Please confirm that there is no asbestos on any of the three renovation projects, or if asbestos is found, please confirm that abatement would be performed by an abatement contractor as part of a separate contract?	Y	Y	All asbestos work will be done by the City or separate City contractor.
4	General RFI	Are there any associated CAD fees with signing over the release forms from the Architect to start our 3D coordination? Also, please confirm that the design team will be providing the REVIT Architectural, Structural, & Mechanical files to the awarded contractors, to start the coordination process?	Y	Y	Autocad files are available upon request to the awarded contractor.
5	General RFI	Please advise if ProPress Copper Systems (Viega, Nilco, etc.) would be acceptable for hydronic piping systems including condensate systems for piping 2" and smaller in-lieu of soldered systems?	Y	Y	ProPress Copper systems are acceptable to the Engineer.
6	General RFI	Are there any liquidated damages associated with this project? If so, what are they and is there a cap?	Y	Y	Yes. \$500 a day for Notice to Proceed.
7	General RFI	Please advise if permit fees are waived for this project and only the \$0.26/\$1,000 permit fee applies for these projects?	Y	Y	No fees are waived.
8	General RFI	Is a pre-demo TAB report required from the TAB Contractor at any of the three schools, or has that already been performed and just a post-TAB report after all new equipment has been installed is required per the specifications?	Y	Y	The existing systems are non-operational. Pre-demo TAB reports not required.
9	General RFI	Please advise on a tentative start date for construction for the three school renovation projects?	Y	Y	Construction may begin after contract is fully executed. School Inspector will contact winning vendor about scheduling
10	Kennedy H.S.	<u>Kennedy H.S.</u> - Note #5 on M-101 states "the contractor shall provide new backdraft dampers for all fans except for the kitchen exhaust hood fan." Note #5 on M-102-M-104 states: "the contractor shall inspect backdraft dampers and confirm they are functioning as intended." If the backdraft dampers are damaged, is there a separate set of funds set aside to handle the replacement of those specific fans on M-102-M-104 on T&M, or should the sheet metal subcontractors carry backdraft dampers for all fans, so the cost of providing a new backdraft damper is already included with the bid?	Y	Y	The contractor is required to replace all backdraft dampers.
11	Kennedy H.S.	<u>Kennedy H.S.</u> - Are current As-Builts for the previous exhaust fan and ductwork install available for distribution so we can verify backdraft damper sizes required to be removed and replaced for accurate vendor pricing and sheet metal installation?	Y	Y	Record drawings are available. Record Drawings show the backdraft damper mounted within the curb.
12	Wilby H.S.	<u>Wilby H.S.</u> - Please advise if a NADCA Certified Duct Cleaning is required for the new and existing to remain exhaust ductwork shown on drawing M-101. If so, is there an as-built currently available to show the remainder of the existing to remain exhaust ductwork that also requires to be duct cleaned?	Y	Y	NADCA Duct Cleaning is required for all supply air, return air, outside air and exhaust air ducts for the system, including supply and return ductwork in the music room. There are no as-builts currently available.
13	Wilby H.S.	<u>Wilby H.S.</u> - Please provide the pipe sizing required for the Steam, Steam Condensate, Chilled Water, and AC Condensate piping for AHU-1C? If a piping as-built is available for this project with those pipe sizes, can that be provided?	Y	Y	2 1/2" steam, 2" steam condensate, 2" CHW, 1" AC condensate. No as-builts available.
14	Wilby H.S.	<u>Wilby H.S.</u> - Please provide a specification for the Chilled Water piping for Wilby H.S., or please advise if we can use grooved sched 40 piping for piping 2-1/2" and larger, and Type L Soldered Copper, for piping 2" and smaller?	Y	Y	Use Grooved sched 40 piping for piping 2-1/2" and larger, and Type L Soldered Copper, for piping 2" and smaller.
15	Wilby H.S.	<u>Wilby H.S.</u> - Can an equipment schedule be provided for AHU-1C so the AHU manufacturers have engineered data to quote the unit? Also, who are the three acceptable manufacturer for this public bid? Would Trane, Dalkin, and York be acceptable for this project? Just want to make sure I'm reaching out to the correct/approved manufacturers?	Y	Y	Equipment schedule provided with construction drawings. Trane is basis of design. Carrier, Dalkin and York are acceptable alternates
16	Wilby H.S.	<u>Wilby H.S.</u> - Please advise if the city has a specific Fire Alarm Contractor associated with Wilby H.S., and if they are required to be part of our bid for the new duct mounted smoke detectors shown on E-101 (furnish smoke detectors to our sheet metal workers and install wiring to their fire alarm system)? Or is our electrician being asked to perform this wiring work separately within our bid proposal?	Y	Y	Vendor's electrician should preform this work
17	Wilby H.S.	<u>Wilby H.S.</u> - Please advise if ERW piping would be acceptable, in-lieu of Type S (seamless) pipe for the steam and steam condensate piping 2" and smaller? Seamless piping is currently 3-4 times more expensive than ERW pipe at the moment.	Y	Y	Provide pricing on Type S piping for bidding purposes. Type E piping may be revisited during construction.
18	Crosby H.S.	<u>Crosby H.S.</u> - Please advise what size makeup water is currently available to tap off of for the 1" CW Makeup required at each cooling tower cell?	Y	Y	The make up water is currently piped to a common remote sump in the mechanical room
19	Crosby H.S.	<u>Crosby H.S.</u> - Does any of the outdoor piping feeding the new cooling towers require heat trace? If so can a schedule/spec be provided for that system, if required?	Y	Y	Heat trace not required.
20	Crosby H.S.	<u>Crosby H.S.</u> - Does this cooling tower design require an equalizing line interconnecting each cell to one another? If so, can a detail be provided with pipe sizing as well as any required appurtenances (valves to each cell, valves in main equalizing piping, etc.)?	Y	Y	The Individual cooling towers are single cell units. Equalizer lines are not required.
21	Crosby H.S.	<u>Crosby H.S.</u> - Can an equipment schedule be provided for Cooling Towers CT-1-4 so the Cooling Tower manufacturers have engineered data to review before quoting? Also, who are the three acceptable manufacturer for this public bid? Would Evapco, Marley, and BAC be acceptable for this project? Just want to make sure I'm reaching out to the correct/approved manufacturers?	Y	Y	Equipment schedules provided with construction drawings. Evapco is basis of design. Marley and BAC are acceptable.
22	Crosby H.S.	<u>Crosby H.S.</u> - Currently there are no new 2-way control valves shown in the details for the Cooling Towers. Is there an existing to remain 2-way control valve on the existing to remain Condenser Water piping main? If not, can the details be updated to include any 2-way valves required in the piping system?	Y	Y	Consistent with existing there are no 2 way control valves. Just manual/shut off valves
23	Crosby H.S.	<u>Crosby H.S.</u> - Can an insulation schedule be provided with the specifications so the insulation contractors are accurately quoting the correct/required material with their pricing for the outdoor piping systems required for the Cooling Towers?	Y		Provide the following for all exterior piping: Cellular Glass: Inorganic, Incombustible, foamed or cellulated glass with annealed, rigid, hermetically sealed cells. Comply with ASTM C552. 1. Preformed Pipe Insulation without Jacket: Type II, Class 1, unfaced. 2. Thickness: 1-1/2 inches. 3. Fabricated shapes in accordance with ASTM C450, ASTM C585, and ASTM C1639. B. Aluminum Exterior Jacket
24	Crosby H.S.	<u>Crosby H.S.</u> - Cooling Towers have a 2" drain and 2" overflow associated with each cell. Can the plan be updated to show where those lines are required to terminate and can a detail be provided showing any required bypass, valves, etc., that may be required for these lines?	Y	Y	Drains are to a common drain that drains to the sump in the mechanical room. Overflows drain to roof drains.
25	Wilby H.S.	The ECM motors currently associated with the AHU basis of design unit have a 120 week (2+ years) lead time on them according to B.O.D manufacturer's rep. Please advise if an alternate design would be taken into consideration for this AHU replacement? If an updated schedule and spec can be provided, if a 2-year lead time is not acceptable, please provide in an addendum.	Y		We are currently reviewing alternate configurations from Trane to provide a direct drive fan with VFD. Alternate manufacturers will be considered as long as they meet equipment performance.
26	Wilby H.S.	Please advise if there is any glycol in the CHWS&R system @ Wilby HS, or is this a 100% water system?	N	Y	The system is 100% water and is drained down at the end of cooling season.
27	Wilby H.S.	Please provide an equipment schedule or updated spec section for any required terminals at the ends of the ductwork (RGDs, louvers, etc.). Currently nothing called out on drawing M-101 for Wilby HS? If the existing terminals are to be demolished and removed, please provide schedule for new work to be installed so our sheet metal subcontractor can account for that with their proposal. Or if current items in place are being reused, please advise?	N	Y	Other than being cleaned the ductwork in the music room is existing to remain.
28	Crosby H.S.	Is the existing support structure for the two existing cooling tower cells going to remain and be the support structure for the four new cooling towers?	N		All recommendation is that the existing structure be sand blasted, inspected and painted. It is the understanding that the scope of the project does not include repairs to the roof.

Recent 750.5

ACCT-UNIT-4	Budget Description-3	ACCOUNT-2	SYSTEM	CREATED-Y	CREATED-F	INVOICE	ITEM
88031006	Operating 2022 Budget - 1	543000	PO	2022	3	1931300000	REPLACEMEN
88031006	Operating 2022 Budget - 1	543000	PO	2022	4	1934630000	AHU 33 RETU
88031006	Operating 2022 Budget - 1	543000	PO	2022	4	1934640000	REPLACE LWK
88031006	Operating 2022 Budget - 1	543000	PO	2022	4	1934730000	GLYCOL FEED
88031006	Operating 2022 Budget - 1	543000	PO	2022	4	1936690000	INSTALL TIGE
88031006	Operating 2022 Budget - 1	543000	PO	2022	4	1937880000	FLAME SENS
88031006	Operating 2022 Budget - 1	543000	PO	2022	4	1937890000	BOILER #2 AII
88031006	Operating 2022 Budget - 1	543000	PO	2022	4	1937980000	AHU 3 SUPPL
88031006	Operating 2022 Budget - 1	543000	PO	2022	4	1939890000	RF #1 REBUIL
88031006	Operating 2022 Budget - 1	543000	PO	2022	4	1939900000	SUPPLY BLOW
88031006	Operating 2022 Budget - 1	543000	PO	2022	4	1939980000	UNILUX BOILI
88031006	Operating 2022 Budget - 1	543000	PO	2022	4	1943160000	AHU 4 SUPPL
88031006	Operating 2022 Budget - 1	543000	PO	2022	4	1943170000	RETURN AIR F
88031006	Operating 2022 Budget - 1	543000	PO	2022	5	1943960000	BOILER #1 AII
88031006	Operating 2022 Budget - 1	543000	PO	2022	5	1944290000	AIR COMPRES
88031006	Operating 2022 Budget - 1	543000	PO	2022	5	1944370000	AHU 10 DRIV
88031006	Operating 2022 Budget - 1	543000	PO	2022	5	1950220000	FREIGHT
88031006	Operating 2022 Budget - 1	543000	PO	2022	5	1950220000	LABOR REGUI
88031006	Operating 2022 Budget - 1	543000	PO	2022	5	1950220000	UV AMPLIFIER
88031006	Operating 2022 Budget - 1	543000	PO	2022	5	1950220000	UV SENSOR
88031006	Operating 2022 Budget - 1	543000	PO	2022	5	1950430000	FREIGHT
88031006	Operating 2022 Budget - 1	543000	PO	2022	5	1950430000	LABOR REGUI
88031006	Operating 2022 Budget - 1	543000	PO	2022	5	1950430000	VARIABLE DRI
88031006	Operating 2022 Budget - 1	543000	PO	2022	3	1927720000	HVAC REPAIR
88031006	Operating 2022 Budget - 1	543000	PO	2022	6	1954380000	LABOR REGUI
88031006	Operating 2022 Budget - 1	543000	PO	2022	6	1954380000	PUMP COUPL
88031006	Operating 2022 Budget - 1	543000	PO	2022	6	1954380000	TACO SEAL KI
88031006	Operating 2022 Budget - 1	543000	PO	2022	6	1955710000	LABOR REG TI
88031006	Operating 2022 Budget - 1	543000	PO	2022	6	1955710000	MODULATION
88031006	Operating 2022 Budget - 1	543000	PO	2022	6	1955710000	WIRE
88031006	Operating 2022 Budget - 1	543000	PO	2022	6	1956510000	BOILER ROPE
88031006	Operating 2022 Budget - 1	543000	PO	2022	6	1956510000	DAMPER AXLI
88031006	Operating 2022 Budget - 1	543000	PO	2022	6	1956510000	DAMPER BLAI
88031006	Operating 2022 Budget - 1	543000	PO	2022	6	1956510000	HELPER LABO
88031006	Operating 2022 Budget - 1	543000	PO	2022	6	1956510000	LABOR REG TI
88031006	Operating 2022 Budget - 1	543000	PO	2022	6	1956510000	POWER FLAM
88031006	Operating 2022 Budget - 1	543000	PO	2022	6	1956510000	POWER FLAM
88031006	Operating 2022 Budget - 1	543000	PO	2022	6	1956900000	2 GROOVE PU
88031006	Operating 2022 Budget - 1	543000	PO	2022	6	1956900000	20 HP MOTOF
88031006	Operating 2022 Budget - 1	543000	PO	2022	6	1956900000	5VX850 BELTS
88031006	Operating 2022 Budget - 1	543000	PO	2022	6	1956900000	HELPER LABO
88031006	Operating 2022 Budget - 1	543000	PO	2022	6	1956900000	LABOR REG TI
88031006	Operating 2022 Budget - 1	543000	PO	2022	6	1956950000	AERCO IGNITI
88031006	Operating 2022 Budget - 1	543000	PO	2022	6	1956950000	AERCO LOW M
88031006	Operating 2022 Budget - 1	543000	PO	2022	6	1956950000	HELPER LABO
88031006	Operating 2022 Budget - 1	543000	PO	2022	6	1956950000	LABOR REG TI

Recent

POs

88031006 Operating 2022 Budget - 1	543000 PO	2022	6 1958310000 BEARINGS
88031006 Operating 2022 Budget - 1	543000 PO	2022	6 1958310000 BELT
88031006 Operating 2022 Budget - 1	543000 PO	2022	6 1958310000 BLOWER PUL
88031006 Operating 2022 Budget - 1	543000 PO	2022	6 1958310000 FREIGHT
88031006 Operating 2022 Budget - 1	543000 PO	2022	6 1958310000 INFLET FUNN
88031006 Operating 2022 Budget - 1	543000 PO	2022	6 1958310000 LABOR REG T
88031006 Operating 2022 Budget - 1	543000 PO	2022	6 1958310000 MOTOR PULL
88031006 Operating 2022 Budget - 1	543000 PO	2022	6 1958310000 MOTOR PULL
88031006 Operating 2022 Budget - 1	543000 PO	2022	6 1958310000 PULLEY BUSH
88031006 Operating 2022 Budget - 1	543000 PO	2022	6 1958670000 BAROMETER
88031006 Operating 2022 Budget - 1	543000 PO	2022	6 1958670000 LABOR REG T
88031006 Operating 2022 Budget - 1	543000 PO	2022	6 1958670000 NOZZLE





**Affirmative Action | Equal Opportunity Employer**

May 22, 2022

Sarracco list of employees

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Higgins, James E	HIG001	(203)	223-5079	<a href="mailto:jhiggins@sarracco.com">jhiggins@sarracco.com</a>

- Since 1975 -

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CT LIC. No's • S1 391019 • P1 204325 • E1 181230 • F1 0891





**Affirmative Action | Equal Opportunity Employer**

May 22, 2022

Sarracco list of employees

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Walesky, Christopher J	WAL009	(203) 206-5890	<a href="mailto:stephen.wasko@sarraccoservice.com">stephen.wasko@sarraccoservice.com</a>
Wasko Jr, Stephen J	WAS000	(203) 707-9027	<a href="mailto:stephen.wasko@sarraccoservice.com">stephen.wasko@sarraccoservice.com</a>
Weber, Allen	WEB000	(203) 223-7197	<a href="mailto:Allen.weber@sarraccoservice.com">Allen.weber@sarraccoservice.com</a>
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Whitney, Timothy	WHI000	(203) 490-9725	<a href="mailto:timothy.whitney@sarraccoservice.com">timothy.whitney@sarraccoservice.com</a>
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**Mechanical Services, INC.**

**Affirmative Action | Equal Opportunity Employer**

June 5, 2021

### OSHA Card Holders

**Prepared By: Lucas Munson- Sarracco Mechanical Services, Inc. Safety Director**

#### PLUMBING

ATIKINSON, KYRAN-----OSHA 10- 05/03/2018- 05/03/2023  
BURKSA JR., ALGIRDAS- OSHA 10- 03/23/2018- 03/23/2023  
FORINO, DAVID-----OSHA 10- 03/23/2018- 03/23/2023  
GODFREY, DEVIN-----OSHA 30- 06/03/2020- 06/03/2025  
GUZMAN, LUIS-----OSHA 30- 06/26/2019- 06/26/2024  
KILMER, RICHARD-----OSHA 10- 03/23/2018- 03/23/2023  
LUKES, CHRIS-----OSHA 10- 03/23/2018- 03/23/2023  
MARKIE, DON-----OSHA 30- 12/02/2020- 12/02/2025  
MERCIER, THADDEUS---OSHA 30- 01/12/2021- 01/12/2026  
PRIEST, ART-----OSHA 10- 03/23/2018- 03/23/2023  
RICE, MARK-----OSHA 10- 07/23/2017- 07/23/2022  
RODENHIZER, RON-----OSHA 30-06/18/2020- 06/18/2025  
ROMANO, CHARLES-----OSHA 10- 03/23/2018- 03/23/2023  
SANTULLI, MIKE-----OSHA 10- 03/23/2018- 03/23/2023  
SEBASTIANO, ANTHONY---OSHA 10- 03/23/2018-03/23/2023

#### SHEET METAL

CAREY, ALEX-----OSHA 10- 3/23/2018- 03/23/2023  
CHURCH, TIMOTHY----OSHA 30- 12/8/2019- 12/08/2024  
CLARKE, GEORGE-----OSHA 10- 2/22/2017- 02/22/2022  
FARRALL, JOHN-----OSHA 10- 05/29/2020- 05/29/2025  
HICKOX, DOUG-----OSHA 10- 3/23/2018- 03/23/2023  
MAISONAVE, DANIEL---OSHA 10- 03/02/2021- 03/02/2021  
NEGRON, BENJAMIN---OSHA 10- 05/10/2021- 05/10/2026  
SABITSKY, MICHAEL---OSHA 10- 05/10/2020- 05/10/2025  
SZYMASZEK, TOM-----OSHA 10- 6/30/2017- 06/30/2022  
WASKO, STEVE-----OSHA 10- 5/24/2017- 05/24/2022  
WRIGHT, BARRY-----OSHA 10- 4/22/2016- 04/22/2021

#### ELECTRICAL

BAKER, BRIAN-----OSHA 10- 05/28/2020- 05/28/2025  
CIANCIOLO, STEVEN---OSHA 10- 03/23/2018- 03/23/2023  
COTULIO, CARLOS-----OSHA 10- 03/23/2018- 03/23/2023  
GREER, DAN-----OSHA 10- 03/23/2018- 03/23/2023  
MARDIN, SEAN-----OSHA 30- 10/22/2019- 10/22/2024  
MORROW, ROBERT-----OSHA 10- 03/23/2018- 03/23/2023  
NADEAU, JUSTIN-----OSHA 30- 11/13/2018-11/13/2023  
RE, DAVID-----OSHA 30- 05/24/2020- 05/24/2025  
ROGERS, KYLE-----OSHA 30- 05/12/2020- 05/12/2025  
WELTON, PAUL-----OSHA 10- 03/23/2018- 03/23/2023

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**CT LIC. No's \* S1 391019 \* P1 204325 \* E1 181223 \* F1 10891**



Affirmative Action | Equal Opportunity Employer

June 5, 2021

## OSHA Card Holders

Prepared By: Lucas Munson- Sarracco Mechanical Services, Inc. Safety Director

### FIRE ALARM

CHIAPPALONE, STEVE-----OSHA 10- 03/23/2018- 03/23/2023  
GLICK, MIKE-----OSHA 10- 03/23/2018- 03/23/2023  
HARRIS, OWEN-----OSHA 10- 04/28/2020- 04/28/2025  
GIORDANO, RAY-----OSHA 30- 10/23/2018- 10/23/2023  
MARFINO, DANIEL-----OSHA 10- 09/25/2018- 09/25/2023  
MCFADDEN, PATRICK-----OSHA 30- 01/09/2017- 01/09/2022  
MORTAGUA, MARK SR-----OSHA 10- 03/23/2018- 03/23/2023

### SERVICE

BASS, MATTHEW-----OSHA 10- 3/23/2018- 03/23/2023  
BOCCHINO, DAN-----OSHA 10- 3/23/2018- 03/23/2023  
CHIMBO, CARLOS-----OSHA 30- 2/7/2018- 02/07/2023  
CIANCIULLO, RAY-----OSHA 10- 3/23/2018- 03/23/2023  
FURFANO, KEVIN-----OSHA 10- 10/16/2016- 10/16/2021  
HIGGINS, JAMES-----OSHA 10- 3/23/2018- 03/23/2023  
JILLSON, DON-----OSHA 30- 3/23/2018- 03/23/2023  
JILLSON, JEFF-----OSHA 10- 3/23/2018- 03/23/2023  
LIPEIKA, PAUL-----OSHA 10- 3/23/2018- 03/23/2023  
LOUIS-FINN, PATRICK-----OSHA 10- 3/23/2018- 03/23/2023  
MCGRATH, DAVE-----OSHA 10- 3/23/2018- 03/23/2023  
PUGLISI, ZACHARY-----OSHA 10- 04/29/2020- 04/29/2025  
SENGPHILOM, GE-----OSHA 10- 3/23/2018- 03/23/2023  
STEISEL, CHRISTIAN-----OSHA 30- 04/03/2017- 04/03/2022

### SMALL PROJECTS

MORGAN, JASON-----OSHA 10- 03/04/2021- 03/04/2026  
FORD, RAY-----OSHA 10- 03/23/2018- 03/23/2023  
FRANKLIN, JOSHUA-----OSHA 10- 04/8/2018- 04/08/2023  
GUT, GREZGORE-----OSHA 10- 10/18/2016- 10/18/2021  
LAKOSKE, BRETT-----OSHA 10- 03/23/2018- 03/23/2023  
CHURCH, MICHAEL-----OSHA 30- 05/08/2018- 05/08/2023  
BERARDI, ANTHONY-----OSHA 30- 6/27/2020- 06/27/2025

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CT LIC. No's \* S1 391019 \* P1 204325 \* E1 181223 \* F1 10891

**AIA****Document A310™ – 2010****Bid Bond****CONTRACTOR:***Name, legal status and address)***SARRACCO MECHANICAL  
SERVICES INC.****61 MATTATUCK HEIGHTS ROAD  
WATERBURY, CT 06705****OWNER:****THE CITY OF WATERBURY  
DEPARTMENT OF EDUCATION  
235 GRAND STREET  
WATERBURY, CT 06702****SURETY:***(Name, legal status and principal  
place of business)***PHILADELPHIA INDEMNITY  
INSURANCE COMPANY****ONE BALA PLAZA, SUITE 100  
BALA CYNWYD, PA 19004-0950**

This document has important legal  
consequences. Consultation with  
an attorney is encouraged with  
respect to its completion or  
modification.

Any singular reference to  
Contractor, Surety, Owner or other  
party shall be considered plural  
where applicable.

**BOND AMOUNT: TEN PERCENT OF ATTACHED BID (10%)****BOND NUMBER: SARRACCO1****PROJECT: MECHANICAL UPGRADES AT THREE HIGH SCHOOLS – THE CITY OF WATERBURY DEPARTMENT OF  
EDUCATION – JOHN F. KENNEDY HIGH SCHOOL– CROSBY HIGH SCHOOL– WILBY HIGH SCHOOL– RFP#7260**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20<sup>TH</sup> day of MAY, 2022.

  
(Witness)

  
(Witness)

**SARRACCO MECHANICAL SERVICES INC.**

(Principal)  
(Seal)

(Title)

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

(Surety)

(Seal)

(Title) **MELANIE A. BONNEVIE, ATTORNEY-IN-FACT**

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured**

Init.

AIA Document A310™ - 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org). 061110

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Robert Shaw; Heidi Rodzen; Melanie A. Bonnevie; Joline L. Binette; Samuel M. Goulet OF THE CITY OF LEWISTON, STATE OF MAINE**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5<sup>TH</sup> DAY OF MARCH, 2021.

(Seal)

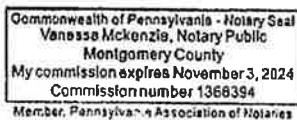


*John Glomb*

John Glomb, President & CEO  
Philadelphia Indemnity Insurance Company

On this 5<sup>th</sup> day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



*Vanessa McKenzie*

residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5<sup>th</sup> day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 20th day of MAY, 2022.



*Edward Sayago*

Edward Sayago, Corporate Secretary  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

**CITY OF WATERBURY**  
**DEPARTMENT OF EDUCATION**

**RFP #7260**  
**MECHANICAL UPGRADES AT THREE SCHOOLS**  
**(CROSBY, KENNEDY, WILBY HIGH SCHOOLS)**

**ATTACHMENT F**  
**PRICE PROPOSAL (CONTINUED)**

<b>Crosby High School</b>	<b>Amount in Words</b>	<b>Amount in Numbers</b>
<b>Mechanical Upgrades</b>	Six Hundred Seventy-Five Thousand Nine Hundred Ninety Dollars and no cents	\$675,990.00
<b>10% Contingency</b>	Sixty Seven Thousand Six Hundred Dollars and no cents	\$67,600.00
<b>Crosby Total</b>	Seven Hundred Forty-Three Thousand Five Hundred Ninety Dollars and no cents	\$743,590.00
<b>Kennedy High School</b>	<b>Amount in Words</b>	<b>Amount in Numbers</b>
<b>Mechanical Upgrades</b>	Three Hundred Fifty-Three Thousand Dollars and no cents	\$353,000.00
<b>10% Contingency</b>	Thirty Five Thousand Three Hundred Dollars and no cents	\$35,300.00
<b>Kennedy Total</b>	Three Hundred Eighty-Eight Thousand Three Hundred Dollars and no cents	\$388,300.00
<b>Wilby High School</b>	<b>Amount in Words</b>	<b>Amount in Numbers</b>
<b>Mechanical Upgrades</b>	One Hundred Eighty-Seven Thousand Four Hundred Dollars and no cents	\$187,400.00
<b>10% Contingency</b>	Eighteen Thousand Seven Hundred Forty Dollars and no cents	\$18,740.00
<b>Wilby Total</b>	Two hundred Six Thousand One hundred Forty Dollars and no cents	\$206,140.00
<b>Grand Total (3 Schools)</b>	One Million Three Hundred Thirty-Eight Thousand Thirty Dollars and no cents 1,338,030.00 plus tax	

**END OF ATTACHMENT F**



## 2022 Proposal



**Mechanical Services, INC.**

**Affirmative Action | Equal Opportunity Employer**

**61 Mattatuck Heights Road, Waterbury, CT 06705**  
**(800) 606-0015 \* FAX (203) 838-4009**  
**Email: [DJillson@sarracco.com](mailto:DJillson@sarracco.com)**

<b>PROPOSAL SUBMITTED TO</b> City of Waterbury	<b>DATE</b> June 8, 2022
<b>STREET</b> 235 GRAND STREET RM 103	<b>JOB NAME</b> Crosby Cooling Tower Replacement 100 %
<b>CITY, STATE AND ZIP CODE</b> WATERBURY, CT 06702	<b>JOB LOCATION</b> Crosby H. S. 300 Pierpont Rd, Waterbury, CT 06705
<b>ATTN: KEVIN MCCAFFERY</b>	<b>RFP #7260    REVISED 06/16/2022</b>

**Sarracco Mechanical is please to quote the following.**

Provide labor, material, and sub-contractors as needed to replace two existing cooling towers with four new cooling towers per drawings from AI Engineers M-001- M-004, M-101-102, M-301, M-401, M-501, E-001-002, and E-101. Work to include disconnect and make safe electrical and piping. Separate existing equipment and remove from dunnage. Installation of new equipment, fabricate piping, reconnect power and install new controls. Start and test.

**Added:** Remove all rust visible, and coat with Marine-grade Epoxy, Sherwin Williams Macropoxy 646, or similar product to 5-10 mils thick. Paint shall be fully cured before placing equipment on steel. **Added** sump access covers. **Added** Six-inch curb with lip for cover. **Added** specified steel installation practices and material.

**Note:** Flow Meters, exterior lighting, and service outlets are not included.

**EXCLUSIONS:** The following exclusions shall apply, unless explicitly described in above description of work: Revised Drawings unless explicitly listed, Overtime unless explicitly stated, Cutting & patching, Painting, Asbestos removal, Protection for hazardous chemicals, Ceiling tile & grid removal & installation, Temporary utilities, Fire alarm systems, demolition, Duct smokes, control dampers, and Fire Duct smoke dampers.

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:  
**Six Hundred Seventy-Five Thousand Nine Hundred Ninety Dollars and no cents \$675,990.00 plus tax**

Payment to be made as follows:

Progressive Payments

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

**Note:** This proposal may be withdrawn by us if not accepted within **Ten (10) days**.

**Payments Due Upon Receipt** – A Deposit may be required for materials to be purchased on your behalf at time of quote acceptance. A completed Customer Agreement must be on file. Invoices billed on a progressive basis, due upon receipt, balance due upon completion; Credit card payments subject to processing fee of 2.5%. In the event the undersigned purchaser fails to make payment as hereinafter set forth, and is in default of said payment for a period of thirty (30) days after said payment date, then the undersigned purchaser agrees to pay all costs of collection, including reasonable attorney's fees, incurred in any action brought to collect said payment. The undersigned purchaser further agrees to pay carrying charges at the rate of 1 ½ % per month (18% per annum) on the unpaid balance, from the due date.

**Acceptance of Proposal** – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance:

Signature \_\_\_\_\_

## 2022 Proposal



**Mechanical Services, INC.**

**Affirmative Action | Equal Opportunity Employer**

61 Mattatuck Heights Road, Waterbury, CT 06705

(800) 606-0015 \* FAX (203) 838-4009

Email: [DJillson@sarracco.com](mailto:DJillson@sarracco.com)

PROPOSAL SUBMITTED TO <b>City of Waterbury</b>	DATE <b>June 9, 2022</b>
STREET <b>235 GRAND STREET RM 103</b>	JOB NAME <b>Three School Bid VE options</b>
CITY, STATE AND ZIP CODE <b>WATERBURY, CT 06702</b>	JOB LOCATION <b>RFP #7260</b>
<b>ATTN: KEVIN MCCAFFERY</b>	

**Sarracco Mechanical is please to quote the following.**

**Cooling Tower:**

1. Remove manufacturer supplied control panels and VFD's
2. Remove exterior pipe insulation
3. Replace new steel piping with Schedule 80 PVC
4. Re write Controls SOO to better suit VE modifications
5. To save money on Base Project, new equipment will be relocated Thirty feet from original location.

Estimated value engineered savings > 50K

**Exhaust Fan replacement:**

1. Order exhaust fans with built in ECM motor control
2. Re write controls SOO to better suit VE modifications

Estimated value engineered savings > 20K

**No savings on AHU Project**

**Actual savings depends on options selected and actual pricing at time of purchase**

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

Payment to be made as follows:

**Progressive Payments**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within **Ten (10)** days.

**Payments Due Upon Receipt** – A Deposit may be required for materials to be purchased on your behalf at time of quote acceptance. A completed Customer Agreement must be on file. Invoices billed on a progressive basis, due upon receipt, balance due upon completion; Credit card payments subject to processing fee of 2.5%. In the event the undersigned purchaser fails to make payment as hereinafter set forth, and is in default of said payment for a period of thirty (30) days after said payment date, then the undersigned purchaser agrees to pay all costs of collection, including reasonable attorney's fees, incurred in any action brought to collect said payment. The undersigned purchaser further agrees to pay carrying charges at the rate of 1 ½ % per month (18% per annum) on the unpaid balance, from the due date.

**Acceptance of Proposal** – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance:

Signature \_\_\_\_\_

**CT LIC. No's \* S1 391019 \* P1 203847 \* E1 181223 \* F1 10891**



*Rosh Maghfour**Interim Chief Operating Officer**(203) 346-2340**rmaghfour@waterbury.k12.ct.us*

### **EXECUTIVE SUMMARY**

**DATE:** June 30, 2022

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

**FROM:** Rosh Maghfour, Interim Chief Operating Officer

**RE:** Executive Summary to the Contract for Boilers Replacement at  
Tinker Elementary School with SK Mechanical, LLC

---

The Education Department respectfully requests your review and approval of the contract for the Boiler Replacement at Tinker Elementary School with SK Mechanical, LLC in the total amount of \$601,675 which includes a ten percent contingency. This contract was initiated under the Request for Proposal process (RFP #7256). Two companies responded to the RFP: SK Mechanical, LLC and MJ Daly, and SK Mechanical was the lowest responsible qualified proposer. The project is funded through ESSER II.

The project consists of furnishing and installing a new boiler system and associated components at Tinker Elementary School. The Contractor shall substantially complete all work and services within 150 consecutive calendar days of the City's written Notice to Proceed and shall reach Final Completion within 180 consecutive calendar days from commencement.

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

Thank you.

Attachments (3)

c: Mike Konopka, Jerry Gay

**Construction Contract**  
**for**  
**B.W. Tinker Elementary School Boiler Replacement**  
**between**  
**City of Waterbury**  
**and**  
**SK Mechanical, 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 **SK MECHANICAL, LLC**, located at 266 Center Street, Manchester, 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") Number 7256** for B.W. Boiler Replacement; and

**WHEREAS** the City accepted the Contractor's bid for **RFP Number 7256**; and

**WHEREAS** the City desires to obtain the Contractor's services pursuant to the terms set forth in this Contract (the "Project").

**NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

**1. Scope of Services.** The Contractor shall furnish all 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 removal and legal disposal of the boiler system at B.W. Tinker Elementary School at 809 Highland Avenue, Waterbury, Connecticut and the furnishing and installation of a new boiler system at the school and all as more particularly detailed and described in the Bid Documents in **Attachment A** and which are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

**1.1.1** City's **RFP No. 7256**, including Attachment A to the form Construction Contract contained therein and titled, "Construction Contracts – Required

- Contract Provisions - American Rescue Plan Act Funded Projects, Dated June 2021”;
- 1.1.2** Addendums 1 through 3 (dated 5/3/22, 5/18/22 and 5/18/22, respectively) to **RFP No. 7256** (attached hereto);
  - 1.1.3** Contractor’s Price Proposal, dated May 23, 2022, consisting of one page (attached hereto);
  - 1.1.4** Contractor’s Response with associated attachments to **RFP No. 7256**, dated May 23, 2022, consisting of 45 pages, inclusive of the table of contents (attached hereto);
  - 1.1.5** “City of Waterbury, Board of Education, **RFP No. 7256**, Attachment \_ Scope of Services” (also referred to as “Technical Specifications”), consisting of 11 pages (attached hereto);
  - 1.1.6** “Site Map” with List of Drawings prepared by BL Companies, consisting of 7 pages (attached hereto);
  - 1.1.7** State of Connecticut Prevailing Wage Schedule dated April 29,2022, and related information, consisting of 7 pages (attached hereto and as otherwise incorporated by reference).
  - 1.1.8** Contractor’s Certificate of Insurance (attached hereto, or otherwise incorporated by reference);
  - 1.1.9** Contractor’s Performance Bond (attached hereto, or otherwise incorporated by reference);
  - 1.1.10** Contractor’s Payment Bond (attached hereto, or otherwise incorporated by reference);
  - 1.1.11** All amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);
  - 1.1.12** All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference); and
  - 1.1.13** All applicable permits and licenses (incorporated by reference).

**1.2.** The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City’s record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. If any provision in the Contract Documents 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 laws, regulations, charter and ordinances;
- 1.2.2** Amendment(s) and Change Orders;
- 1.2.3** This Contract;
- 1.2.4** Addendums to **RFP No. 7256**;
- 1.2.5** **RFP No. 7256** including “City of Waterbury, Board of Education, **RFP No. 7256**, Attachment 11 Scope of Services” (Technical “Specifications”);

- 1.2.6 Contractor's Price Proposal;
- 1.2.7 Contractor's Response; and
- 1.2.8 Drawings.

**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 responsibilities 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 submittal of 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 Number 7256** (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 condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which the City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall 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.

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

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

**4.2.** The City reserves the right to (i) perform work related or unrelated to the Project with the City's own forces adjoining, adjacent to, or in the vicinity of, the Project site and/or (ii) let separate contracts related or unrelated to the Project for work and services adjoining, adjacent to, or in the vicinity of, the Project site. In such event, the Contractor shall afford all such parties reasonable opportunity for storage of materials and equipment and for the uninterrupted provision and delivery of such parties' work and/or services. The Contractor shall cooperate with such parties and in the case of a dispute, the decision of the City shall be complied with by all.

**5. Contract Time.** The Contractor shall Substantially Complete all work and services required under this Contract within one hundred fifty (150) consecutive calendar days of the City's written Notice to Proceed and shall reach Final Completion within one hundred eighty (180) consecutive calendar days of the City's written Notice to Proceed ("Contract Time").

**5.1.** Within one (1) week of the City's issuance of its written notice to proceed, and prior to the commencement of any work on the Project site, the Contractor shall submit



for the City's written approval a construction progress 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 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 **SIX HUNDRED ONE THOUSAND SIX HUNDRED SEVENTY-FIVE DOLLARS (\$601,675)** (hereafter referred to as "Total Compensation") (inclusive of contingency and add alternate) 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. \$517,250 (base payment)
- ii. \$51,725 (contingency of ten percent (10%));
- iii. \$32,700 (add Alternate for Phased Approach to Boiler Removal and Replacement); and
- iv. N/A (change orders, if any).

**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 Contract 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 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 Vendor'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 Number 7256** 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.

**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 can not be made until 50 days after the fifteenth calendar day of the subsequent month. The Contractor shall provide at the City's request, reasonable documentation to substantiate Contractor's Application for Payment.

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

**9. Indemnification.**

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

**9.2.** In any and all claims against the City, Board of Education or any of City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions,

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

9.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards, KBE Building Corporation 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, KBE Building Corporation 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 so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

**11.2.** At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City and KBE Building Corporation 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.

**11.4.5 Builder's Risk Insurance:** coverage equaling \$ N/A, the monetary value of the construction component of the Project. "All Risk" Builders Risk insurance (also know as "course of construction") coverage with limits equal to or better than the maximum possible loss of all materials of construction used or contemplated under this Contract, including all materials in transit and all materials in storage wherever stored and the value of all subsequent Contract changes. This insurance shall include the interests of the City, KBE Building Corporation, the Contractor and all subcontractors. If deemed necessary by the City's Risk Manager, this insurance shall also include coverage for the total value of the Project's constructed property and shall be valid until a certificate of occupancy is issued. Upon the issuance of said certificate, the City will assume responsibility for insuring said property.

**11.4.6 Contractors Pollution Liability Insurance:** **\$1,000,000.00** each claim, **\$2,000,000.00** aggregate coverage. The foregoing per claim coverage plus appropriate aggregate coverage depending on the size of the job for contractor caused pollution events such as asbestos or lead abatement, but not limited to only these pollution causes of loss.

**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 KBE Building Corporation, and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees as an additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education and KBE Building Corporation , 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 assure 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 OPPORTUNITY; COPELAND ANTI-KICKBACK ACT**, as supplemented in the Department of Labor Regulations (29 CFR, Part 3); **DAVIS BACON ACT** as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the **HOUSING and COMMUNITY DEVELOPMENT ACT OF 1974**, as amended; **TITLE 31** and Section 12-430(7) of the State

of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference made a part hereof.

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

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

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

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

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

full compliance with the provisions of Chapters 34, 38, and 39 of the Code of Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

**12.4. Compliance with CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5.**

**12.4.1 Definitions – For purposes of this paragraph:**

i. "Small contractor" means any contractor, subcontractor, manufacturer, service company or nonprofit corporation (A) that maintains its principal place of business in the state, (B) that had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year prior to such application, and (C) that is independent. "Small contractor" does not include any person who is affiliated with another person if both persons considered together have a gross revenue exceeding fifteen million dollars.

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

iii. "Municipal public works contract" means that portion of an agreement entered into on or after October 1, 2015, between any individual, Contractor or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, as amended by this act, financed by state funding in an amount equal to fifty thousand dollars or less.

**12.4.2** The Contractor and subcontractor shall comply with the specific requirements of the State of Connecticut Set Aside Program, Conn. Gen. Stat. § 4a-

60g, as amended by June 2015 Special Session Public Act 15-5, if the municipal public works contract awarded to the Contactor is funded in whole or in part by state funds.

**12.4.3** The Contactor shall be subject to the following set-aside requirements if the municipal public works contract, is funded in whole or in part by the State of Connecticut and is more than **FIFTY THOUSAND DOLLARS (\$50,000.00)**, for the construction, rehabilitation, conversion, extension, demolition, or repairing of a public building or highway, or other changes or improvements in real property.

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

- i. set aside at least twenty-five per cent (25%) of the total value of the state's financial assistance for such contract for award to subcontractors who are small contractors; and
- ii. of that portion to be set aside in accordance with Subparagraph i. of this subdivision, reserve a portion equivalent to twenty-five per cent (25%) of the total value of the contract or portion thereof to be set aside for awards to subcontractors who are minority business enterprises.

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

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

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

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

**13.3. Contractor Corrective Action.**

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

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

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

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

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

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

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

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

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

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

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

**14.1.4 Definitions.** For purposes of this paragraph:

- i. "Administrator" shall be defined as it is in the Good Jobs Ordinance.
- ii. "Apprentice" shall be defined as it is in the Good Jobs Ordinance.
- iii. "Basic Skilled Worker" shall be defined as it is in the Good Jobs Ordinance.
- iv. "Contractor" shall be defined as it is in the Good Jobs Ordinance.
- v. "Covered Project" shall be defined as it is in the Good Jobs Ordinance.
- vi. "Hiring Goal" shall be defined as it is in the Good Jobs Ordinance.

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

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

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

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

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

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

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

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

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

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

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

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

**14.1.7 Action Plan and Pre-Construction Meeting.** Not later than fourteen (14) business days prior to the scheduled commencement date for construction, the Contractor shall submit a written plan-of-action to the City and to the



Administrator of the Good Jobs Ordinance defining how the Contractor, and each Subcontractor, shall implement Good Faith Efforts to fulfill the Hiring Goals. Each plan-of-action shall include the anticipated number of job positions required for the Work. Not later than five (5) business day prior to the commencement date of construction, the Contractor must attend a mandatory "pre-construction" meeting with the City to review all plans-of-action and other relevant materials. No construction work shall proceed absent this pre-construction meeting.

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

- i. The Contractor shall meet with the Administrator no less than four (4) weeks prior to the commencement of construction on a Covered Project and provide the Administrator with the number of job positions to be created by the project by trade and the qualifications by job tile.
- ii. The Contractor shall be required to produce Contractor and Subcontractor documentation that may be required under the provisions of the Good Jobs Ordinance or that the City or the Administrator reasonably believes will assist the City or the Administrator with their evaluation of Hiring Goals and Good Faith Efforts.
- iii. The Contractor shall deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period. Moreover, the Contractor shall require each Subcontractor to create weekly certified payroll records.
- iv. The Contractor's and each Subcontractor's payroll records shall include the person-hours, the residential address, race, gender, hiring date, and apprentice (job) classification of all personnel employed under this Agreement and all Contracts and Sub-Contracts thereunder. The Contractor and each Subcontractor shall mark their respective final payroll period records as being final and be signed by an authorized officer or employee.

## **14.2 Liquidated Damages Applicable To Section 14.1**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**16. Termination.**

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

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

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

**16.2. Termination for Convenience of the City.** The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services 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 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 cost or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request.

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

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

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

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

**28. Conflicts or Disputes.** This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) the City's **RFP Number 7256** and (ii) the Contractor's Bid response to **RFP Number 7256**, dated May 23, 2022. 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:

**SK MECHANICAL, LLC CONSTRUCTION CONTRACT**  
for B.W. Tinker Elementary School Boiler System Removal and Replacement

Contractor: SK Mechanical, LLC  
266 Center Street  
Manchester, Connecticut 06040

City: City of Waterbury  
Chase Municipal Building  
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 owed to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

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

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

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

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

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

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

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

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

**34.15. FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 of this Contract is greater than \$2,500,000.00, the City is entitled to receive a copy of 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 other City duly authorized person.
- 35.6 Contract Time:** The number of days as stated in the Contract to: **(i)** achieve Substantial Completion and **(ii)** Final Completion.
- 35.7 Equal:** The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.
- 35.8 Final Completion:** The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.
- 35.9 Notice to Proceed:** A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.
- 35.10 Plans:** All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.

- 35.11** Project Engineer or Manager: An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.
- 35.12** Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.
- 35.13** Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.
- 35.14** Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.
- 35.15** Substantial Completion: The time at which, in the opinion of the Engineer, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project mean Substantial Completion thereof.
- 35.16** Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.
- 35.17** Supplementary General Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.
- 35.18** Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.
- 35.19** Using Agency: School Inspector's Office, Department of Education.

**SK MECHANICAL, LLC CONSTRUCTION CONTRACT** for B.W. Tinker Elementary  
School Boiler System Removal and Replacement

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

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

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

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

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF WATERBURY**

By: \_\_\_\_\_  
Neil M. O'Leary, Mayor

Date: \_\_\_\_\_

**WITNESSES:**

Valley M. Beepa  
Eugene F. Beepa

**SK MECHANICAL, LLC**

By: Kevin L. Sperry  
Kevin L. Sperry, Member Duly Authorized

Date: 6/28/22



**SK MECHANICAL, LLC CONSTRUCTION CONTRACT**  
for B.W. Tinker Elementary School Boiler System Removal and Replacement

**ATTACHMENT A**

**REQUEST FOR PROPOSAL  
RFP #7256  
BY  
THE CITY OF WATERBURY  
DEPARTMENT OF EDUCATION  
FOR  
REPLACEMENT OF BOILER FOR B. W. TINKER ELEMENTARY SCHOOL**

The City of Waterbury through its Department of Education (hereinafter "City") is seeking proposals for the **REPLACEMENT OF BOILER FOR B. W. TINKER ELEMENTARY SCHOOL** (hereinafter "Project") with the intention of entering into a contract for the furnishing of all labor, materials, tools, and equipment necessary to execute and properly finish the Project, as detailed and described herein.

**A. Background and Intent**

The Board of Education engaged a firm last year that is nearing completion of a district-wide facility condition assessment and analysis. The Study has provided a Facilities Condition Assessment (FCA) report. Additionally, the firm provided a supplemental overview of existing boiler system at B. W. Tinker Elementary and has determined that the existing equipment requires replacement. The Waterbury Board of Education is seeking to engage one qualified vendor to provide a new boiler and all associated components required to ensure proper installation and integration with supporting building systems for the B. W. Tinker Elementary School located on 809 Highland Avenue in Waterbury, CT 06708. Waterbury Public Schools plans to award (1) contract for requested services as detailed in this RFP.

It is anticipated that this RFP pertains to a project funded in whole or in part, under the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) and/or under the Elementary and Secondary School Emergency Relief Supplemental Appropriations Act of 2021 signed into law December 27, 2020 (ESSER II Fund) and/or American Rescue Plan Elementary and Secondary School Emergency Relief Fund signed into law March 11, 2021. As such, Contractor is required to comply with all applicable Federal statutes, executive orders, regulations, rules and interpretive guidance issued by the U.S. Treasury Department, U.S. Office of Management and Budget or any other Federal agency. This Contract is subject to 2 C.F.R. Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury's implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension. A listing of Federal Requirements and Representations that Contractor must comply with are set forth in the attachment to the construction contract that is part of this RFP #7256.

**B. Qualifications**

Eligible proposers will be those consultants, businesses, and institutions that have the following qualifications:

1. Properly licensed with the experience and expertise in regard to providing the types of, or similar services, as those set forth in the Scope of Services.  
Provide a minimum of three (3) examples of projects by which the proposer

- believes satisfies this qualification.
2. Experience on school construction projects of similar scope and technical requirements within the last five (5) years. Specifically, experience working with the CT Department of Administrative Services, Office of School Construction Grants and Review (OSCG&R) and a thorough understanding of policies and procedures with school construction grants.
  3. A proven track record in providing these types of or similar services in the Connecticut municipal market and understanding of standards and requirements typical for such services.
  4. Adequate staff/employees to perform/complete the work in a timely manner.
  5. At the time of contract award has or will have sufficient capacity, facilities, equipment, labor, financial capability, and experience to provide all services required hereunder throughout the Contract Term, plus any extensions thereof, and to conduct all such services in a regulatory-compliant and reliable manner.
  6. Provide a minimum of three (3) examples of projects by which the proposer believes satisfies the above qualifications.
  7. Knowledge and understanding of compliance with the requirements of the Davis-Bacon Act under Executive Order 14026 or Executive Order 13658.
  8. Knowledge and understanding of Prevailing Wage projects is required as this Project is subject to Prevailing Wage rates per Title 31 §53 of the Connecticut General Statutes.
  9. Knowledge and understanding of ARPA/ESSER is required as this Project is subject to the rules, regulations and mandatory contract provisions required by it.
  10. Knowledge of, and compliant with, all other applicable federal and state laws and regulations governing the services to be provided under this RFP.

## **C. Scope of Services**

### **I. Scope of Project**

#### **1. Project – Replacement of Boiler for B. W. Tinker Elementary School as depicted in specifications and drawings prepared by BL Companies:**

##### **a. Anticipated Project Scope:**

- Removal and legal disposal of existing boiler system and all associated components as indicated in the drawings and specifications including but not limited to the following:
  - a) Natural gas lines
  - b) Boilers #1 and #2, burners, feeders, and all other associated appurtenances
  - c) Boiler control center and associated equipment and controls
  - d) 5" and 6" steam piping and associated appurtenances
  - e) 14" diameter main breeching to allow for new construction
  - f) LPR piping and branches as required
  - g) All louvers and / or windows required for wall opening to allow for installation of new equipment
  - h) Exterior wall preparation to receive new louver(s)

- i) Gas vents and associated components
  - j) All indicated condensate tanks / pump sets, cold water make-ups, controls and all associated appurtenances
- Procure, deliver, and install new boilers and associated components as indicated in the drawings and specifications including but not limited to the following:
  - a) Gas piping as indicated;
  - b) (2) new steam boilers;
  - c) 4" concrete pads as required;
  - d) LPS piping;
  - e) Boiler breeching;
  - f) Motorized supply fan(s);
  - g) Water treatment package;
  - h) Heat timer MPC platinum cycle control and Multi-mod sequencer controller;
  - i) Steam pressure sensors;
  - j) Outdoor air sensors;
  - k) New feeds at water pumps as indicated;
  - l) Condensate receiver pumps as indicated;
  - m) Belimo modulating control valve as indicated; and
  - n) New louver(s).
- Tracing of all control and power wiring tubing for the existing control wiring and pneumatic control system. Cut, cap and remove as required for new work.
- Removal and legal disposal of all packing materials, crating and other materials used for delivery and installation.
- Repair, clean and turn-over all impacted existing to remain areas to proper functioning condition
- All warranty, close-out, commissioning, or maintenance of equipment as indicated in drawings and specifications

#### **D. Agreement Period**

Successful Proposer shall commence work upon delivery of the written Notice to Proceed and shall reach Substantial Completion of all work and services required under this RFP within **ONE HUNDRED FIFTY (150)** consecutive calendar days and shall reach Final Completion within **TWO HUNDRED EIGHTY (180)** consecutive calendar days of the written Notice to Proceed.

#### **E. Insurance**

With respect to performance of work under this RFP, the Successful Proposer shall not commence any work resulting from this RFP until all insurance required herein has been obtained by the Successful Proposer and such insurance has been approved by the City. The Successful Proposer 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. At no additional cost to the City, the Successful Proposer 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 Successful Proposer's obligation resulting from this RFP, whether such obligations are the Successful Proposer's or subcontractor or person or entity directly or indirectly employed by said Successful Proposer or subcontractor, or by any person or entity for whose acts said Successful Proposer or subcontractor may be liable. 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 any contract or issuance of any purchase order resulting from this RFP and shall provide that in the event of cancellation or nonrenewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months. 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. The required insurances are set forth on **Attachment D**. In the event the Successful Proposer fails to maintain the minimum required coverage as set forth on said **Attachment D**, the City may at its option purchase same, and offset the Successful Proposer's invoices for the cost of said insurance.

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

**Certificates of Insurance:** The Successful Proposer's General, Automobile, and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City as an additional insured and include a waiver of subrogation on all lines of coverage. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Successful Proposer'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 issuance of a Purchase Order and/or execution of a Contract by the City, the Successful Proposer 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, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation

Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education and KBE Building Corporation , 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"**.

#### **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 10:00, May 10, 2022, Tinker Elementary School, 809 Highland Ave., Waterbury CT. THOSE NOT ATTENDING THE Information Session WILL NOT BE ELIGIBLE TO SUBMIT A PROPOSAL.***
3. Proposers must complete and sign the items and any forms included in **Attachment A.** (Contract Compliance Packet).
4. All questions and communications 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 13, 2022.** Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held regarding this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury ProcureWare website **by May 18, 2022, 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 Inspector's Office in conjunction with KBE Building Corporation.

#### **H. Conditions**

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

5. 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.

6. Any product, whether acceptable or unacceptable, developed under a contract awarded because of the RFP is to be the sole property of the City.
7. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
8. 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.
9. 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.
10. The proposer must certify that the personnel identified in its response to this RFP will be the persons assigned to the project. Any additions, deletions or changes in personnel from the proposal during 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.
11. All subcontractors hired by the proposer awarded a contract or purchase order because of this RFP must have prior approval of the City prior to and during the agreement period.
12. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
13. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
14. 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 Sections I.4 and 5(h) and K 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.

15. 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 explanation to any RFP selection committee established by the City.
16. 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.
17. 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.
18. The proposer must accept the City's standard agreement language (including required construction contract provisions for ARPA funded projects, dated June 2021). **See Attachment B.**
19. 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 original (clearly identified as such) and five (5) ***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 **10:30 AM on May 25, 2022.**

Mr. Kevin McCaffery  
Director of Purchasing  
City of Waterbury  
235 Grand Street



Room 103  
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. Proposers shall also, in **Attachment C**, 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?
  - 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 of the nature 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 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.
    - 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. Proposal pricing shall inclusive of all costs associated with providing the products and services required under this RFP, including, but not limited to all personnel and non-personnel expenses, insurance costs and permitting costs. The Price Proposal (**Attachment F**) shall be submitted as part of the proposal submission; however, it must be submitted in a separate envelope marked "Confidential: Price Proposal." Note regarding Price Proposal: 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. Each proposal over \$50,000 shall be accompanied by Security (a Certified Check or Bond) in the amount of ten (10) percent of the Proposal amount. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. 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.

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?; and
- (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 Federal bankruptcy law? If yes, provide details.
- (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?
- (h) 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.
- (i) 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. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and 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 H.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
- 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 selecting the successful proposer. 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 and to reject 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**

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**

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 June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

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

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/OPM/Fin-PSA/Forms/Nondiscrimination-Certification>.

#### **N. State DAS Requirements for Construction Projects**

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 always current their respective DAS Contractor Prequalification Certificates during the term of the Contract and any warranty period set forth in the Contract Documents.

#### **O. Bid, Performance and Payment Bonds**

Each Bid shall be submitted in accordance with the Instructions to Bidders and be accompanied by a Bid Security in the amount of **ten (10) percent** of the Total Bid Price.

The Bidder to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than \$50,000.00, a 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 100 percent Payment Bond and/or other additional security with a surety, and in a form, acceptable to the City.

## 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 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

Contractors Pollution Liability Insurance:  
  \$1,000,000 each Claim  
  \$1,000,000 Aggregate  
  There will be no exclusion for Hazardous materials, including Asbestos and Lead

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

**ATTACHMENT E**  
**PRICE PROPOSAL**

Project: BW Tinker Elementary School Boiler Replacement

**Minimum Rates and Classifications  
for Building Construction**

ID#: 22-34364

**Connecticut Department of Labor  
Wage and Workplace Standards**

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number:

Project Town: Waterbury

State#:

FAP#:

Project: BW Tinker Elementary School Boiler Replacement

CLASSIFICATION	Hourly Rate	Benefits
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	43.72	30.99
2) Boilermaker	38.34	26.01
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	37.75	34.62 + a
3b) Tile Setter	37.1	30.52
3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
3d) Tile, Marble & Terrazzo Finishers	31.07	24.23
3e) Plasterer	33.48	32.06

-----LABORERS-----



4) Group 1: Laborers (common or general), acetylene burners, concrete specialists, wrecking laborers, fire watchers.	32.0	24.40
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	32.25	24.40
4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	32.5	24.40
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	33.0	24.40
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	32.75	24.40
4e) Group 6: Blasters, nuclear and toxic waste removal.	35.0	24.40
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	33.0	24.40
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	30.28	24.40
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	29.74	24.40
4i) Group 10: Traffic Control Signalman	18.0	24.40
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	35.57	25.65
5a) Millwrights	36.32	26.81

6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	40.4	30.07+3% of gross wage
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7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	58.9	36.885+a+b
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-----LINE CONSTRUCTION-----

Groundman	26.5	6.5% + 9.00
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Linemen/Cable Splicer	48.19	6.5% + 22.00
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8) Glazier (Trade License required: FG-1,2)	39.98	22.90 + a
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9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	38.17	38.02 + a
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-----OPERATORS-----

Group 1: Crane Handling or Erecting Structural Steel or Stone; Hoisting Engineer (2 drums or over). (Trade License Required)	50.27	26.80 + a
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Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and Over	46.07	26.80 + a
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Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	49.91	26.80 + a
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Group 2a: Cranes (under 100 ton rated capacity).	49.06	26.80 + a
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Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer)	45.71	26.80 + a
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Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Finegrade. (slopes, shaping, laser or GPS, etc.). (Trade License	44.86	26.80 + a
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Required)

Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper); Goldhofer.	44.42	26.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Spreader, Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24 mandrel).	43.73	26.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	43.73	26.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	43.38	26.80 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under mandrel).	42.99	26.80 + a
Group 8: Mechanic; Grease Truck Operator; Hydroblaster; Barrier Mover; Power Stone Spreader; Welding; Work Boat Under 26 ft.; Transfer Machine; Rigger Foreman.	42.54	26.80 + a
Group 9: Front End Loader (under 3 cubic yards); Skid Steer Loader regardless of attachments; (Bobcat or Similar); Forklift, Power Chipper; Landscape Equipment (including Hydroseeder); Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	42.04	26.80 + a
Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	39.7	26.80 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	39.7	26.80 + a
Group 12: Wellpoint Operator.	39.63	26.80 + a
Group 13: Compressor Battery Operator.	38.97	26.80 + a

Group 14: Elevator Operator; Tow Motor Operator (solid tire no rough terrain).	37.66	26.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	37.2	26.80 + a
Group 16: Maintenance Engineer.	36.46	26.80 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator; Portable Grout Plant Operator; Portable Water Filtration Plant Operator.	41.39	26.80 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (Minimum for any job requiring a CDL license); Rigger; Signalman.	38.61	26.80 + a
-----PAINTERS (Including Drywall Finishing)-----		
10a) Brush and Roller	36.42	22.90
10b) Taping Only/Drywall Finishing	37.17	22.90
10c) Paperhanger and Red Label	36.92	22.90
10e) Blast and Spray	39.42	22.90
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	45.83	33.50
12) Well Digger, Pile Testing Machine	37.26	24.05 + a
Roofer: Cole Tar Pitch	43.75	20.05 + a
Roofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	42.25	20.05 + a

15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	40.08	40.53
16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	45.83	33.50
-----TRUCK DRIVERS-----		
17a) 2 Axle, Helpers	31.16	28.78 + a
17b) 3 Axle, 2 Axle Ready Mix	31.27	28.78 + a
17c) 3 Axle Ready Mix	31.33	28.78 + a
17d) 4 Axle	31.39	28.78 + a
17e) 4 Axle Ready Mix	31.44	28.78 + a
17f) Heavy Duty Trailer (40 Tons and Over)	33.66	28.78 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	31.44	28.78 + a
17h) Heavy Duty Trailer up to 40 tons	32.39	28.78 + a
17i) Snorkle Truck	31.54	28.78 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	47.55	29.38 + a
19) Theatrical Stage Journeyman	25.76	7.34

*Welders: Rate for craft to which welding is incidental.*

*\*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

*\*\*Note: Hazardous waste premium \$3.00 per hour over classified rate*

Crane with 150 ft. boom (including jib) - \$1.50 extra  
Crane with 200 ft. boom (including jib) - \$2.50 extra  
Crane with 250 ft. boom (including jib) - \$5.00 extra  
Crane with 300 ft. boom (including jib) - \$7.00 extra  
Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

*The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.*

*Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.*

*It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.*

*The annual adjustments will be posted on the Department of Labor's Web page:*

*www.ct.gov/dol. For those without internet access, please contact the division listed below.*

*The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.*

*All subsequent annual adjustments will be posted on our Web Site for contractor access.*

*Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.*

*Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage*

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

**--Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).**

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of: April 29, 2022

MAUREEN McCauley  
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

**ADDENDUM #1**

**May 3, 2022**

**RFP 7256 Boiler Replacement for B.W Tinker Elementary School**

**NOTICE:** This project is subject to the Commission on Human Rights and Opportunities Contract Compliance Regulations. Please complete, sign and submit the attached paperwork with your proposal.

**Thank you.**

**Maureen McCauley**

**Assistant Director of Purchasing – City of Waterbury**

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES  
CONTRACT COMPLIANCE REGULATIONS  
NOTIFICATION TO BIDDERS**

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

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**INSTRUCTIONS AND OTHER INFORMATION**

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

**1) Definition of Small Contractor**

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.



## 2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

**MANAGEMENT:** Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

**BUSINESS AND FINANCIAL OPERATIONS:** These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

**MARKETING AND SALES:** Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

**LEGAL OCCUPATIONS:** In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

**COMPUTER SPECIALISTS:** Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

**ARCHITECTURE AND ENGINEERING:** Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

**OFFICE AND ADMINISTRATIVE SUPPORT:** All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

**BUILDING AND GROUNDS CLEANING AND MAINTENANCE:** This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

**CONSTRUCTION AND EXTRACTION:** This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

**INSTALLATION, MAINTENANCE AND REPAIR:** Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

**MATERIAL MOVING WORKERS:** The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

**PRODUCTION WORKERS:** The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

### 3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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## BIDDER CONTRACT COMPLIANCE MONITORING REPORT

### PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1)  -Bidder is a small contractor. Yes ___ No ___ -Bidder is a minority business enterprise Yes ___ No ___ (If yes, check ownership category) Black ___ Hispanic ___ Asian American ___ American Indian/Alaskan Native ___ Iberian Peninsula ___ Individual(s) with a Physical Disability ___ Female ___
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes ___ No ___
Other Locations in Ct. (If any)	

### PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes ___ No ___	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes ___ No ___
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes ___ No ___	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes ___ No ___
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes ___ No ___	9. Does your company have a mandatory retirement age for all employees? Yes ___ No ___
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes ___ No ___	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes ___ No ___ NA ___
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes ___ No ___	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes ___ No ___ NA ___
6. Does your company have a collective bargaining agreement with workers? Yes ___ No ___ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes ___ No ___ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes ___ No ___	12. Does your company have a written affirmative action Plan? Yes ___ No ___ If no, please explain.  13. Is there a person in your company who is responsible for equal employment opportunity? Yes ___ No ___ If yes, give name and phone number. _____

### Part III - Bidder Subcontracting Practices

(Page 4)

1. Will the work of this contract include subcontractors or suppliers? Yes\_\_ No\_\_

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?

Yes\_\_ No\_\_

### PART IV - Bidder Employment Information

Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

\*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

**PART V - Bidder Hiring and Recruitment Practices**

(Page 5)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification  (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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MAUREEN McCAULEY  
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

**ADDENDUM #2**

**May 18, 2022**

**RFP 7256 Boiler Replacement for B.W Tinker Elementary School**

**Please refer to the questions and answers on the subsequent page.**

**Thank you.**

**Maureen McCauley**

**Assistant Director of Purchasing – City of Waterbury**

RFI #	BP #, Spec # or DWG #	Description (B. W Tinker Elementary School)	Previously Submitted	Answered	Answers / NOTES
1	HVAC	Please advise who the current HVAC Controls Contractor is @ B.W Tinker Elementary School, so we can reach out for their controls portion of work to be included with our bid?	Y	Y	See dwg M0.03 Controls Scope of Work (lower right corner). See Leo Perriano contact info.
2	HVAC	Please confirm that there is no asbestos on this project, or if asbestos is found, that abatement would be performed by an abatement contractor as part of a separate contract?	Y	Y	Yes, City will contract with asbestos contractor if needed.
3	General	Are there any associated CAD fees with signing over the release forms from the Architect to start our 3D coordination? Also, please confirm if the design team will be providing the REVIT Architectural, Structural, & Mechanical files to the awarded contractors to start the coordination process?	N	Y	NO fees required, Contractor shall sign CAD release form before sent out. Files will be in AutoCad format.
4	General	Are there any liquidated damages associated with this project? If so, what are they and is there a cap?	N	Y	Yes, \$500 per consecutive calendar day from notice to proceed.
5	General	Please advise if permit fees are waived for this project and only the \$0.26/\$1,000 permit fee applies for these projects?	N	Y	Fees will not be waived.
6	HVAC	Is a pre-demo TAB report required from the TAB Contractor, or has that already been performed and just a post-TAB report after all new equipment has been installed is required?	N	Y	Not required.
7	General	Please advise on a tentative start date for construction for this project?	N	Y	Construction will begin after contract is fully executed. School Inspector will contact winning vendor about scheduling.
8	Electrical / Fire Alarm	Please provide the contact information for the owner approved Simplex fire alarm contractor is for the B.W Tinker Elementary School? There is Fire Alarm related scope called out on the electrical drawings. Is that work to be performed by our electrical subcontractor, or is this to be provided by a specific fire alarm contractor associated with the school with our bid? Or would this be subcontracted separately, directly with the specific fire alarm contractor?	N	Y	Work To be performed by FA contractor. Include FA contractor proposal directly in your bid as your sub.
9	M4.01	Boiler Gas Detail #3 on drawing M4.01 calls out for all new and existing gas piping to be painted. Just wanted to confirm this is a requirement of the bid and confirm if safety yellow is required for exposed piping in the boiler room for gas, or if another color would be preferred? Also, please confirm this painting requirement would only be for gas piping that is shown on drawing M1.01?	N	Y	Yes, paint all gas piping per M1.01 and Paint both boiler conc pads per detail #6 & color on M4.01 requirement for bid.
10	HVAC	Please advise if threaded gas piping for 2" and smaller, and welded gas piping for 2-1/2" and larger would also be acceptable in addition to MegaPress which is currently specified?	N	Y	Yes, threaded gas piping for 2" and smaller, and welded gas piping for 2-1/2" and larger is acceptable.
11	M1.01 & M4.01	Floor Plan [M1.01] shows 1-1/4" drain from the boilers, where Detail 8 on M4.01 shows 2-1/2" drain from each boiler to the blowdown separator. Please advise which is required?	N	Y	provide 2-1/2"
12	M1.01 & M5.01	Note #13 on M1.01 called for 3/4" CW to the blowdown separator, where the blowdown tank schedule calls for 1" CW. Please advise which is required?	N	Y	3/4" to aftercooler
13	M4.01	Vent line off blowdown separator states to vent to atmosphere, but also states to refer to floor plans for continuation? Will a short riser venting to atmosphere suffice, or is there a continuation of pipe required? If continuation required, can floor plan be updated to show the rough location of the acceptable termination point of this vent?	N	Y	Vent to atmosphere; no continuation required.
14	HVAC	Tinker Boiler replacement. Will we be able to substitute non proprietary controls for open protocol controls backwards compatible and built for the future?	N	Y	No.

MAUREEN McCAULEY  
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

**ADDENDUM #3**

**May 18, 2022**

**RFP 7256 Boiler Replacement for B.W Tinker Elementary School**

**Please refer to the question and answer below:**

**Question:** The Fire Alarm Contractor's contact information was not provided in the RFI Response? I still haven't been informed who the fire alarm contractor is? Could you please provide a contact name, phone number, and email address so we can inform them about this project and attempt to get their quote before the bid due date? I honestly won't be able to have a number ready for bid day (for the fire alarm portion) without their contact info to obtain a quote from them.

**Answer:** We do not have vendor that oversees fire alarms. The Board of Education has been using electricians for this work.

**Thank you.**

**Maureen McCauley**

**Assistant Director of Purchasing – City of Waterbury**

# CITY OF WATERBURY B.W. TINKER ELEMENTARY SCHOOL

809 HIGHLAND AVE  
WATERBURY, CT 06708



## SITE MAP



ARCHITECTURE  
INTERIOR DESIGN  
ENVIRONMENTAL  
LAND SURVEYING

145 Elmwood Parkway  
Hartford, CT 06105  
(860) 234-1111  
www.blcompanies.com









































BL PROJECT No. 21088-00



## LIST OF DRAWINGS

NO.	DATE	DESCRIPTION
1	10/1/10	GENERAL NOTES
2	10/1/10	FOUNDATION PLAN
3	10/1/10	FLOOR PLAN
4	10/1/10	SECTION A-A
5	10/1/10	SECTION B-B
6	10/1/10	SECTION C-C
7	10/1/10	SECTION D-D
8	10/1/10	SECTION E-E
9	10/1/10	SECTION F-F
10	10/1/10	SECTION G-G
11	10/1/10	SECTION H-H
12	10/1/10	SECTION I-I
13	10/1/10	SECTION J-J
14	10/1/10	SECTION K-K
15	10/1/10	SECTION L-L
16	10/1/10	SECTION M-M
17	10/1/10	SECTION N-N
18	10/1/10	SECTION O-O
19	10/1/10	SECTION P-P
20	10/1/10	SECTION Q-Q
21	10/1/10	SECTION R-R
22	10/1/10	SECTION S-S
23	10/1/10	SECTION T-T
24	10/1/10	SECTION U-U
25	10/1/10	SECTION V-V
26	10/1/10	SECTION W-W
27	10/1/10	SECTION X-X
28	10/1/10	SECTION Y-Y
29	10/1/10	SECTION Z-Z
30	10/1/10	SECTION AA-AA
31	10/1/10	SECTION BB-BB
32	10/1/10	SECTION CC-CC
33	10/1/10	SECTION DD-DD
34	10/1/10	SECTION EE-EE
35	10/1/10	SECTION FF-FF
36	10/1/10	SECTION GG-GG
37	10/1/10	SECTION HH-HH
38	10/1/10	SECTION II-II
39	10/1/10	SECTION JJ-JJ
40	10/1/10	SECTION KK-KK
41	10/1/10	SECTION LL-LL
42	10/1/10	SECTION MM-MM
43	10/1/10	SECTION NN-NN
44	10/1/10	SECTION OO-OO
45	10/1/10	SECTION PP-PP
46	10/1/10	SECTION QQ-QQ
47	10/1/10	SECTION RR-RR
48	10/1/10	SECTION SS-SS
49	10/1/10	SECTION TT-TT
50	10/1/10	SECTION UU-UU
51	10/1/10	SECTION VV-VV
52	10/1/10	SECTION WW-WW
53	10/1/10	SECTION XX-XX
54	10/1/10	SECTION YY-YY
55	10/1/10	SECTION ZZ-ZZ
56	10/1/10	SECTION AA-AA
57	10/1/10	SECTION BB-BB
58	10/1/10	SECTION CC-CC
59	10/1/10	SECTION DD-DD
60	10/1/10	SECTION EE-EE
61	10/1/10	SECTION FF-FF
62	10/1/10	SECTION GG-GG
63	10/1/10	SECTION HH-HH
64	10/1/10	SECTION II-II
65	10/1/10	SECTION JJ-JJ
66	10/1/10	SECTION KK-KK
67	10/1/10	SECTION LL-LL
68	10/1/10	SECTION MM-MM
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77	10/1/10	SECTION VV-VV
78	10/1/10	SECTION WW-WW
79	10/1/10	SECTION XX-XX
80	10/1/10	SECTION YY-YY
81	10/1/10	SECTION ZZ-ZZ
82	10/1/10	SECTION AA-AA
83	10/1/10	SECTION BB-BB
84	10/1/10	SECTION CC-CC
85	10/1/10	SECTION DD-DD
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91	10/1/10	SECTION JJ-JJ
92	10/1/10	SECTION KK-KK
93	10/1/10	SECTION LL-LL
94	10/1/10	SECTION MM-MM
95	10/1/10	SECTION NN-NN
96	10/1/10	SECTION OO-OO
97	10/1/10	SECTION PP-PP
98	10/1/10	SECTION QQ-QQ
99	10/1/10	SECTION RR-RR
100	10/1/10	SECTION SS-SS



HVAC LEGEND		THE SYMBOL	
NO. OF SYMBOLS	NO. OF SYMBOLS	NO. OF SYMBOLS	NO. OF SYMBOLS
 1/2" THICK CONCRETE WALL	 1/2" THICK CONCRETE WALL	 1/2" THICK CONCRETE WALL	 1/2" THICK CONCRETE WALL
 1/2" THICK CONCRETE WALL	 1/2" THICK CONCRETE WALL	 1/2" THICK CONCRETE WALL	 1/2" THICK CONCRETE WALL
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 1/2" THICK CONCRETE WALL	 1/2" THICK CONCRETE WALL	 1/2" THICK CONCRETE WALL	 1/2" THICK CONCRETE WALL



### **Training and Research Needs**

800-368-6868 • 503-001177

- [illegible]

REMARKS SHALL BE PROVIDED AS FOLLOWS:

THE STONY BROOK:

THOMAS J. HARRIS, JR., 10000 W. 10TH AVE., SUITE 100, DENVER, CO 80202

THE CONTRACTOR SHALL

**1991-1992**

THE UNIT 24612. 1272. 401

- THESE STUDIES ARE BEING CONDUCTED BY THE  
FEDERAL BUREAU OF INVESTIGATION

**FACULTY SENIOR & JUNIOR FACULTY**

[illegible]

THE UNIVERSITY OF CHICAGO

[illegible]

Source: *Journal of the American Statistical Association*, 1997, 92, 1039-1052.

- DATE: 01/01/80  
TO: DIRECTOR, FBI  
FROM: SAC, NEW YORK (100-100000)  
SUBJECT: JAMES EARL RAY, AKA; MURDER OF MARTIN LUTHER KING, JR.;  
RE: NEW YORK TELETYPE TO BUREAU, 12/29/79.  
FOR INFO OF BUREAU, NEW YORK HAS ADVISED THAT IT HAS  
NOTED THE FOLLOWING INFORMATION IN THE NEW YORK PRESS  
ON 1/1/80: "JAMES EARL RAY, AKA, WAS RELEASED FROM  
PRISON IN NEW YORK STATE ON 12/29/79. HE WAS RELEASED  
ON PAROLE FOR 10 YEARS. HE WAS RELEASED ON PAROLE  
ON 12/29/79. HE WAS RELEASED ON PAROLE ON 12/29/79."  
END  
100-100000

1. *Illustration of the concept of the "learning curve"*

1. MEASURE TANK, WATER FLOW
2. MEASURE FLOW BY FLOW METER
3. MEASURE FLOW BY FLOW METER, IF AVAILABLE
4. IF MAIN FLOW METER IS NOT AVAILABLE, DETERMINE FLOW BY PUMP TEST
5. MEASURE PUMP TEST AS FOLLOWS:
  - a. MEASURE REQUIRED PRESSURE DIRECTLY AT THE PUMP OUTLET FLANGE OR IN DISCHARGE PIPE NEAR TO MAIN LINES ON DISCHARGE
  - b. MEASURE REQUIRED PRESSURE DIRECTLY AT THE PUMP INLET FLANGE OR IN SUCTION PIPE NEAR TO MAIN LINES ON SUCTION
  - c. MEASURE TOTAL PRESSURE DIRECTLY AT THE PUMP INLET AND DISCHARGE IN ONE INCHES
  - d. VERIFY PUMP WATERSIDE SEAL BY MONITORING THE TEST WITH THE DISCHARGE VALVE CLOSED UNTIL THE PUMP DRIPS WATER FROM THE WATERSIDE SEAL
  - e. MEASURE WATER FLOW AT DISCHARGE FLANGE OF PUMP
  - f. MEASURE WATER FLOW AT SUCTION FLANGE OF PUMP
  - g. MEASURE WATER FLOW AT MAIN LINES ON DISCHARGE
  - h. MEASURE WATER FLOW AT MAIN LINES ON SUCTION
  - i. MEASURE WATER FLOW AT MAIN LINES ON DISCHARGE IN MAIN LINES
  - j. MEASURE MAIN AND BRANCH MAINS NEXT TO THE DISCHARGE FLANGE
  - k. MEASURE MAINS AND BRANCH NEXT TO MAIN LINES ADJACENT
6. VERIFY TANK SYSTEM CONDITIONS AS FOLLOWS:
  - a. MEASURE AND CONTROL THE TANK WATER LEVEL TO NORMAL DESIGN
  - b. MEASURE TANK PUMP OPERATING DIAL, DIAL, VOLT, AMP, AND STATE MOTIVE
7. MAKE FINAL SETTINGS

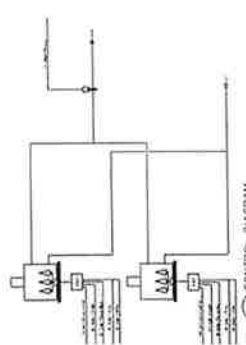
14 PROCEEDINGS OF THE 11TH SYMPOSIUM

- MEASURE AND RECORD PRESSURE AND TEMPERATURE OF EACH PAIR OF TUBES
- MEASURE AND RECORD VOLUME AND TEMPERATURE OF PRESSURE-REDUCING VALVES
- CHECK STRINGS AND POSITION OF AUTOMATIC TEMPERATURE-CONTROL VALVES, SELF-COMING CONTROL VALVES, AND PRESSURE-REDUCING VALVES RECORD FINE STRINGS
- CHECK STRINGS AND POSITION OF EACH SAFETY VALVE, RECORD STRINGS
- RECORD THE OPERATIONS OF EACH PAIR OF TUBES

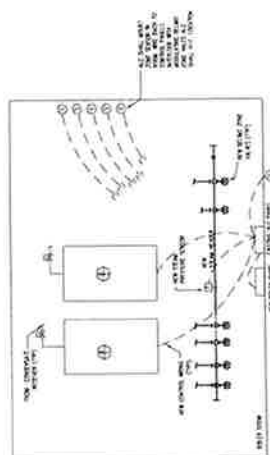
1. **Introduction**

1. MEASURE AND RECORD INLETING WATER TEMPERATURE
2. MEASURE AND RECORD FUEL WATER FLOW
3. MEASURE AND RECORD LEAKING, STAIN PRESSURE AND TEMPERATURE
4. RECORD RELIEF VALVE PRESSURE SETTING

10



5. **CONCLUSIONS**



DEVELOPMENT OF WORK

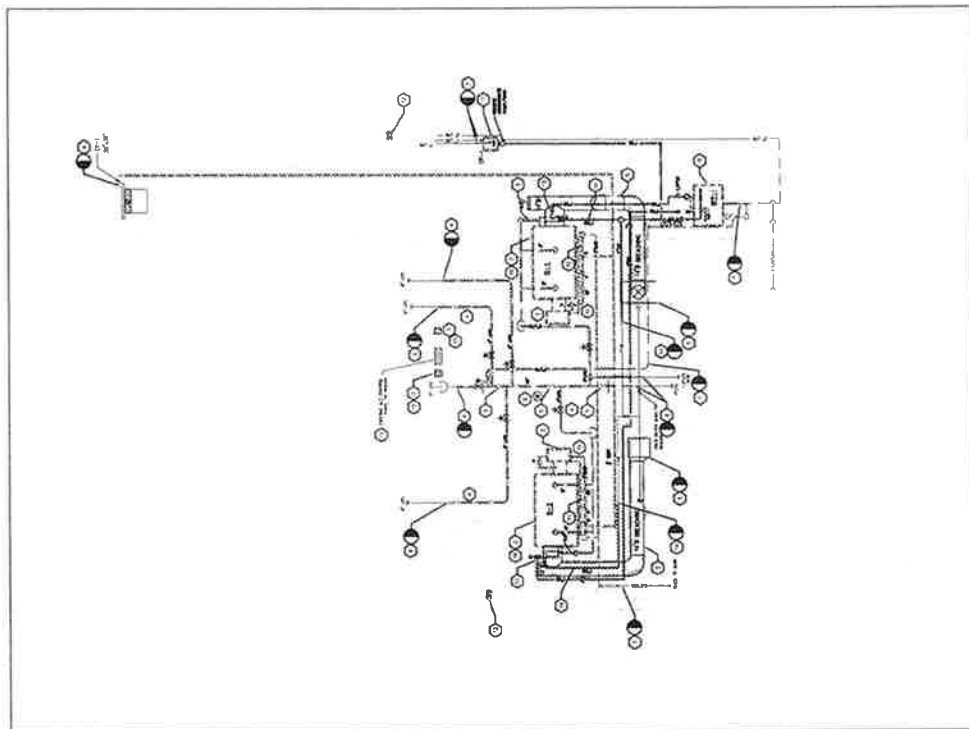
TO BE USED TO MONITOR

SUBJECT TO COMPLIANCE WITH REQUIREMENTS. ALL CONTROLLERS AND MONITORING SOFTWARE SHALL BE MANUFACTURED BY AUTHORIZED LOGIC COMPANIES INC. - COMPONENT PARTS: 28 KENTON PLAINS HIGHWAY, MILLERSPORT, OH - 43041

PLANT CONTACT HAS PROVIDED (NEW) BUS-HART SYSTEM

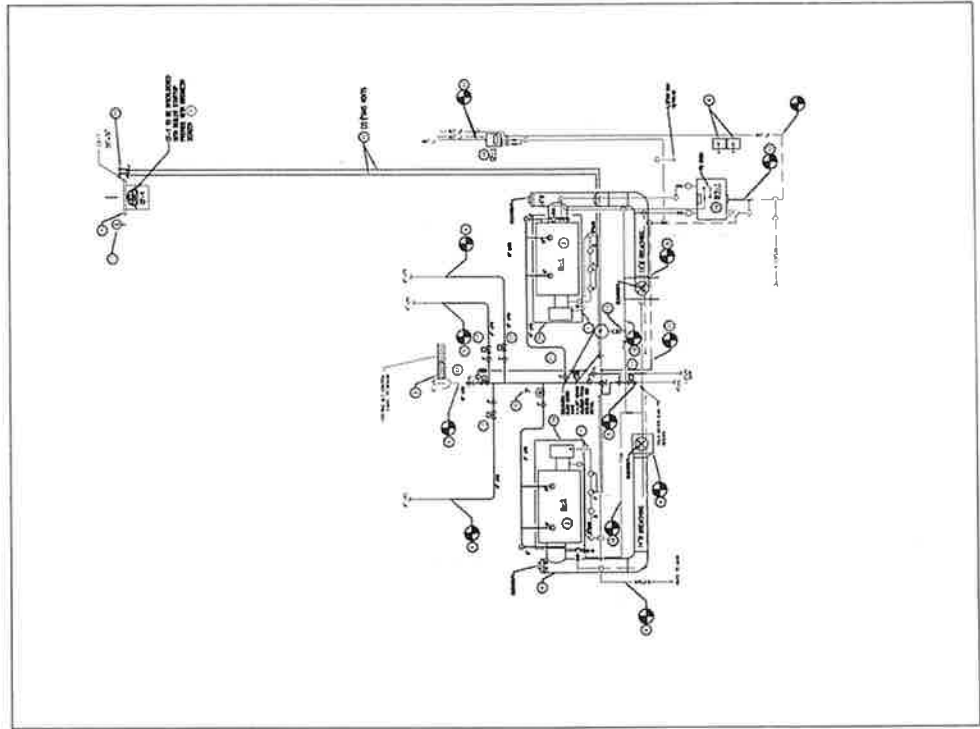
- [illegible]

[illegible]



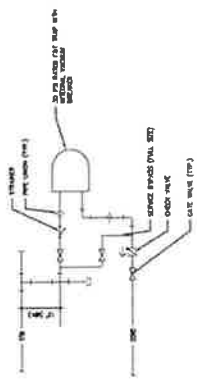
**BASEMENT DEMOLITION MECHANICAL PLAN**

1. What is the difference between a "strong" and a "weak" password?  
 A "strong" password is one that is long, complex, and unique. It should contain a mix of uppercase and lowercase letters, numbers, and special characters. A "weak" password is one that is short, simple, and easily guessable. It often consists of common words, phrases, or predictable patterns.
2. What are some common password attacks?  
 Common password attacks include brute force attacks (trying every possible combination of characters), dictionary attacks (using a list of common words and phrases), and social engineering attacks (tricking users into revealing their passwords).
3. How can I create a strong password?  
 To create a strong password, use a long, unique phrase or sentence. Replace some letters with numbers or special characters. Avoid using common words or predictable patterns. Consider using a password manager to generate and store strong passwords.
4. What is a password manager?  
 A password manager is a software application that helps you create, store, and manage your passwords. It can generate strong, unique passwords for each of your accounts and store them in a secure database.
5. Why is it important to use a password manager?  
 Using a password manager makes it easier to create and remember strong, unique passwords for all of your accounts. It also helps protect your passwords from being stolen or leaked.
6. What are some other security best practices?  
 Other security best practices include using two-factor authentication, keeping your software up to date, and being cautious of phishing attempts.

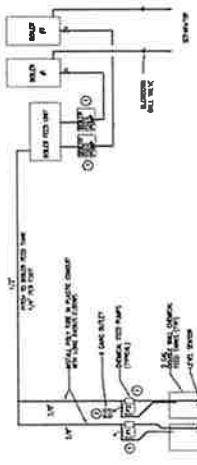


1 BASEMENT PROPOSED MECHANICAL PLAN

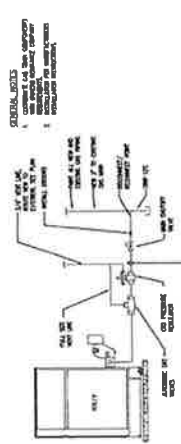
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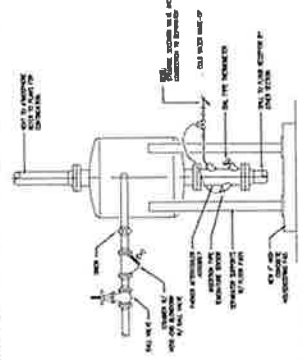
1 STEAM TRAP DETAIL



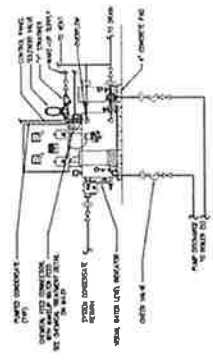
2 BOILER CHEMICAL WATER TREATMENT PIPING DETAIL



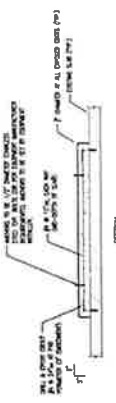
3 MOLLER GAS PIPING DETAIL



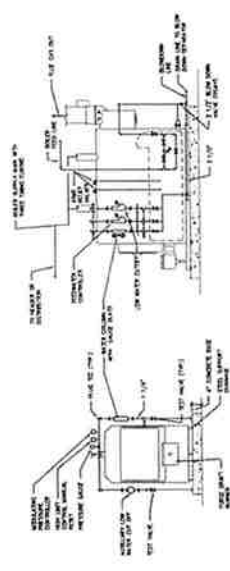
4 BLOWDOWN SEPARATOR DETAIL



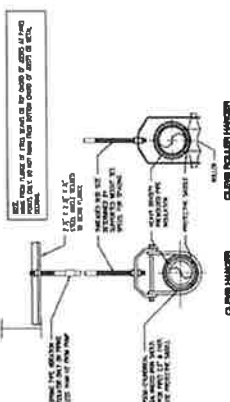
5 NON-REFILL DETAIL



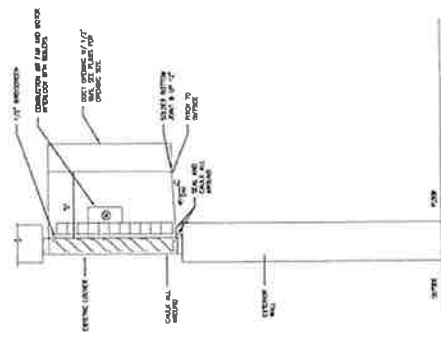
6 PRESSURE GAUGE DETAIL



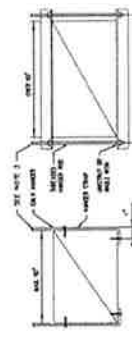
7 STEAM BOILER INSTALLATION DETAIL



8 TYPICAL PIPE HANGING DETAIL



9 FAN AND LOUVER CONNECTION



10 DUCT HANGER SUPPORT

## LOW PRESSURE STEAM BOILER SCHEDULE

[illegible]

starting pay \$4.00 an hour, 35 hours a week. The new schedule will be in effect by the end of the year. The new schedule will be in effect by the end of the year.

## COMBUSTION AIR FAN SCHEDULE

COMBUSTION AIR FAN SCHEDULE										
MARK	MATERIALS AND DESIGNATION	TYPE	CY	HOLD TIME	RPM	HP	F/A	WEIGHT	TURNS	REMARKS
7-01	SPECIMEN	TENSILE	PMS	L.S.	9871*	1/8"	6.22	175-LBS	LA	N.A.

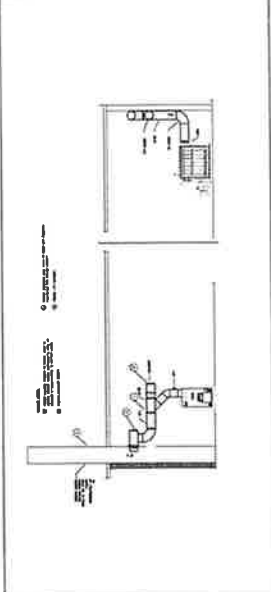
1. The results of the study are consistent with the findings of other studies that suggest that the use of a single, standardized questionnaire is not sufficient to assess the health status of a population. The use of multiple questionnaires, such as the one used in this study, is necessary to obtain a more comprehensive picture of the health status of a population.

## BLOWDOWN TANK SCHEDULE

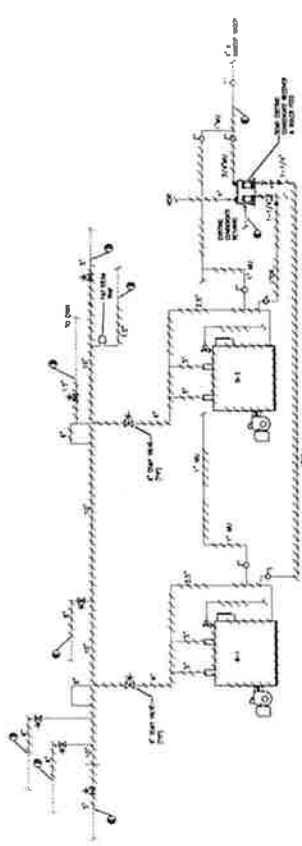
[illegible]

THESE RESULTS WERE OBTAINED FROM A STUDY OF THE EFFECTS OF THE  
ADMINISTRATIVE CHANGES ON THE PERFORMANCE OF THE  
FEDERAL BUREAU OF INVESTIGATION (FBI) IN THE  
UNITED STATES OF AMERICA. THE STUDY WAS CONDUCTED  
BY THE FBI AND THE RESULTS WERE PUBLISHED IN  
THE FBI JOURNAL IN 1964.

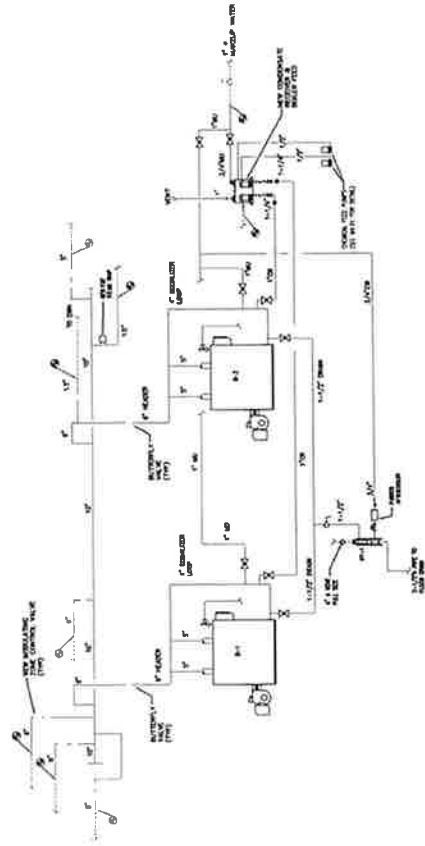
## BOILER FEEDWATER/ CONDENSATE PUMP SCHEDULE

[illegible][illegible]

**GOHLE'S EFFICIENCY**



#### EXISTING CONDITIONS - DEMO SCHEMATIC



PROPOSED WORK - SCHEMATIC

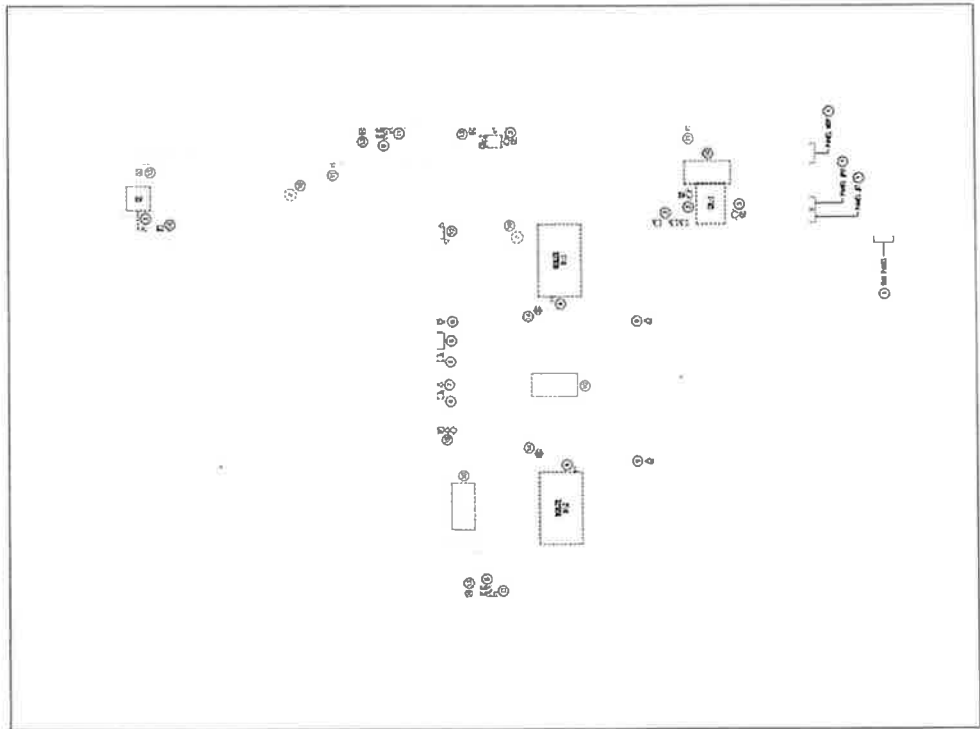






- DRAWING NOTES:**
1. EXISTING ELECTRICAL PANEL TO REMAIN.
  2. EXISTING ELECTRICAL PANEL TO BE REMOVED AND RELOCATED TO THE BASEMENT. SEE ELEC. PLAN FOR PANEL LOCATION.
  3. EXISTING ELECTRICAL PANEL TO BE REMOVED AND RELOCATED TO THE BASEMENT. SEE ELEC. PLAN FOR PANEL LOCATION.
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  20. EXISTING ELECTRICAL PANEL TO BE REMOVED AND RELOCATED TO THE BASEMENT. SEE ELEC. PLAN FOR PANEL LOCATION.

- GENERAL NOTE:**
1. SEE ELEC. PLAN FOR PANEL LOCATION.
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**1 BASEMENT RENOVATION ELECTRICAL DEMOLITION PLAN**



# SK Mechanical

COPY

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<b>Proposer Information</b>	<b>Page 1</b>
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<b>Cost Schedule</b>	<b>Pages 22 – 24</b>
<b>Information Regarding Failure to complete work, Default and Litigation</b>	<b>Page 25</b>
<b>Attachment “C”</b>	<b>Page 26</b>
<b>Disclosure and Certification Affidavit Regarding Outstanding Obligations to The City of Waterbury</b>	<b>Pages 27 – 30</b>
<b>City of Waterbury Certification Regarding Debarment, Suspension, Ineligibility and Exclusion</b>	<b>Page 31</b>
<b>City of Waterbury Annual Statement of Financial Interests</b>	<b>Pages 32 – 35</b>
<b>CHRO Contract Compliance Regulations</b>	
<b>Notification to Bidders</b>	<b>Pages 36 – 40</b>
<b>Small/Minority Business Certification</b>	<b>Page 41</b>
<b>DAS Prequalification Certificate</b>	<b>Page 42</b>
<b>DAS Prequalification Update Statement</b>	<b>Pages 43 - 44</b>

**1. Proposer Information**

- a. SK Mechanical, LLC
- b. 266 Center Street, Manchester, CT 06040
- c. 11-18-2004
- d. LLC
- e. 17.5
- f. Kevin L Sperry, Member  
Samantha L. Sperry, Member  
See attached Resumes

**2. Experience, Expertise and Capabilities**

b. in addition to attached, we are currently in contract with the City of Waterbury to install the new boilers at Walsh Elementary School

c. Kevin L. Sperry, Member, Site Supervisor

Samantha L Sperry, Member, Insulation Division Supervisor

David St. Onge, Estimator, Project Manager

Kelly M. Bayha, Office Manager

d. N/A



## SK MECHANICAL, LLC

Industrial, Commercial and Residential

Small/Minority Business Enterprise

\$20  
30

### Philosophy Statement and Business Focus

We at SK Mechanical are pleased to introduce ourselves as a growing company in the field of mechanical services. Bringing over 25 years of trade experience to our customers, our management team is backed by licensed burner/boiler technicians, AC technicians, certified welders, licensed pipe fitters, licensed plumbers, mechanical insulators and carpenters.

SK Mechanical is a full-service Heating, Ventilation, and Air Conditioning company specializing in boiler and burner service, repair and installation. With a team approach, we provide our growing list of satisfied customers with a vast array of specialized services, focusing first on quality workmanship and customer satisfaction. Some examples of our services are as follows:

#### SERVICE:

- 24-hour on call mechanical systems service with competitive rates.
- Annual HVAC and Boiler Service contracts.
- Complete diagnostics of burner and control systems ranging from standard combustion controls to direct digital controls, we are armed with the latest in computer aided diagnostics.
- Complete technical support for all of our customers.

#### INSTALLATIONS AND CONTRACT WORK:

- New and used boiler repair or new installation.
- Air Handling Units for heating, air-conditioning and exhausting (roof top and other styles).
- Pump and pump system repair or new installation.
- All types of mechanical insulation, pipe, duct, and tanks, old or new construction.
- HVAC testing and balancing.

#### WELDING:

- Certified welders for mechanical and structural repairs.
- Piping fabrication for new or existing systems / Structural steel fabrication.

Our goal at SK Mechanical is simple: To provide the service you deserve at a competitive price. By simply calling SK Mechanical, all your service and contract needs will be met. Our licensed and certified personnel will get your systems back online, at peak performance, turning yesterday's headaches into today's successes.

We look forward to serving you. For more information about SK Mechanical's capabilities and qualifications, please call us at (860) 533-2320.

Sincerely,  
SK Mechanical, LLC

Kevin L. Sperry  
Member

2020

SK Mechanical, LLC  
Completed Projects

Project Title	Location	Contract Amt.	Owner	Designer	Start	End	Name & Phone of Owners Rep	Name & Phone of Designers Rep	% Completed by SK	Profit	Profit %
Water heater replacement	20 Church St. Hartford	\$11,580.00	Shelbourne CT, LLC	N/A	1/19	1/19	Dave Calahan (860) 810-7740	N/A	100	\$2,262.44	19.54
Heating System Replacement	Groton Highway Garage	\$395,685.00	Town of Groton	RZ Associates	1/19	5/19	Bob Charette (860) 948-4075	Ken Higley (860) 436-4336	91	\$11,188.00	2.80
*Kids Korner* A/C Install	Windor Locks Library	\$7,045.00	Town of Windsor Locks	World Energy	3/19	4/19	Michael Santiago (860) 716-5232	N/A	91	\$1,746.67	24.79
Fan Coil Replacement	Potnam Courthouse	\$9,855.00	State of CT - Judicial Branch	N/A	4/19	4/19	Vad Kulin (860) 535-7791	N/A	100	\$4,579.90	46.01
Steam Header	Rockville High School	\$40,541.55	Town of Vernon	N/A	5/19	6/19	William Peluso - (860) 870-6000	N/A	100	\$16,639.60	41.04
Heat Pump Install	Eastern CT State University	\$104,505.00	State of Connecticut	State of CT Engineer	5/19	8/19	Zigglew Mroz (860) 465-4495	Zigglew Mroz (860) 465-4495	100	\$14,698.65	13.70
Mini Split Replacement	Waste Water	\$6,200.00	Town of Wallingford	N/A	6/19	6/19	Dan Sullivan (203) 949-2677	N/A	100	\$1,376.32	22.20
Nathan Hale Terr HVAC Improvements	Willemantic Housing Auth	\$800,000.00	Town of Willemantic	GC: Rivo Construction	7/19	10/19	Unknown	Unknown	100	\$415,427.68	51.90
Camp Boiler Replacement	Danbury Federal Prison	\$76,795.00	Federal Prison System	N/A	7/19	10/19	George Bose E-Mail: b3george@bop.gov	N/A	100	\$27,060.33	35.24
Camp Residential HVAC Upgrades	Danbury Federal Prison	\$175,739.00	Federal Prison System	N/A	11/19	3/20	U.S. Bank (757) 506-9622	N/A	100	\$52,850.26	30.07
Boiler Replacement	New Britain Museum of Am Art	\$121,790.00	New Britain Museum of Am Art	RZ Design	11/19	3/20	Stanley USA, Inc. - James Moran	John Paulson, PE (860) 436-4336	85.4	\$20,475.32	16.81
RTUG & Mini-Splits	Ridgely High School	\$351,475.00	Town of Hedron	RZ Design	12/19	6/20	Michael Schleholder (860) 228-5311	Ken Higley (860) 436-4336	87.63	\$32,619.60	8.76
TOTALS:		\$2,101,310.55								\$600,324.77	28.44
2020											
Mechanicals	Buckley High School	\$2,700.00	City of Hartford	N/A	7/20	2/20	Sub for Bostech Enviro	N/A	100	\$952.48	35.28
New duct furnace	Preston Library	\$7,630.00	Town of Preston	N/A	2/20	2/20	Mary Jo Nugent (860) 886-1010	N/A	100	\$3,300.00	43.25
Pipe Repairs	Rockville High School	\$7,890.00	Town of Vernon	N/A	2/20	4/20	William Peluso - (860) 870-6000	N/A	100	\$1,399.66	17.74
Highway Deep Garage Door	Highway Dept	\$3,950.25	Town of Groton	N/A	3/20	3/20	Bob Charette (860) 441-6682	N/A	100	\$2,219.96	7.50
HVAC Upgrades	Community Partners - Hamden	\$134,955.00	Town of Hamden	Orlando Annuli	3/20	8/20	Sub for Orlando Annuli	Tom Marra (860) 644-2427	100	\$15,240.00	11.29
Dist. Electrical, A/C Startup	Bradley Airport	\$27,575.00	CT Airport Authority	N/A	4/20	4/20	Wayne O'Neil (860) 250-5924	N/A	100	\$4,899.43	17.77
Vacuum line relocation	CT Transit	\$1,141.44	State of CT	N/A	4/20	4/20	Sub for Benley Builders	N/A	100	\$386.50	34.04
Boiler Install	Shady Glen	\$16,890.00	William Hoch	N/A	4/20	5/20	William Hoch (860) 729-5079	N/A	100	\$7,705.52	45.62
Repairs	Medical Examiners Office	\$3,879.00	RM Bradley	N/A	4/20	5/20	Jason Falcetta (860) 527-0143	N/A	100	\$1,873.85	48.31
Chilled water valve replacement	450 Capital Ave	\$3,460.00	RM Bradley	N/A	5/20	5/20	Debbie Scully (860) 418-8798	N/A	100	\$1,734.13	49.83
HVAC Upgrades	Boardley Pump Station	\$87,050.00	Town of Trumbull WPCA	N/A	5/20	10/20	Sub for Kovacs Construction	N/A	100	\$12,944.79	14.87
Valve replacement	Eastern CT State University	\$7,370.00	State of Connecticut	N/A	6/20	6/20	Richard Fournelle (860) 485-5355	N/A	100	\$4,098.19	55.99
Vertical Repairs	Rockville High School	\$21,535.00	Town of Vernon	N/A	6/20	6/20	William Peluso - (860) 870-6000	N/A	100	\$12,274.05	57.46
HVAC Upgrades	Killingly Central School	\$52,200.00	Town of Killingly	Saver Perocelli	6/20	8/20	Michael Vaser (860) 779-6655	Michael Zato (203) 230-9007 X234	100	\$20,867.63	39.98
Grilles & Diffusers	DEEP	\$3,625.00	State of Connecticut	FX Design	7/20	8/20	Donta	Laura Bordeaux, ASLO (860) 657-8161	100	\$3,219.00	88.8
Library A/C	Windsor Locks Library	\$49,800.00	Town of Windsor Locks	RZ Design Associates	8/20	8/20	Gloria Malek (860) 627-1495	John Paulson, PE (860) 436-4336	100	\$12,817.45	25.74
Mechanical Upgrades	Wilson Fire Station	\$226,420.00	Town of Windsor	Salamone & Associates	8/20	12/20	White Pritchard (860) 285-1870	Sherman Taylor (203) 281-4895	100	\$7,479.61	3.28
Boiler Replacement	Willemantic Courthouse	\$126,308.27	State of Connecticut	Salamone & Associates	9/20	12/20	Brian Dillon (860) 706-5272	Sherman Taylor (203) 281-4895	100	\$47,523.13	35.28
Water Heater Installation	West River Water Treatment Plant	\$29,725.00	Town of Woodbridge	N/A	12/20	3/21	Sub for Kovacs Construction	N/A	100	\$3,435.83	11.49
TOTALS		\$915,983.86									
2021											
Water Heater Replacement	Abbott Tech	\$78,150.00	State of CT	N/A	1/21	1/21	David Sheehan (203) 917-4460 x 4068	N/A	100	\$20,641.46	26.41
Server Room A/C	Waterbury Police Department	\$16,530.00	City of Waterbury	N/A	4/21	4/21	Kevin McCafferty (203) 574-5719	N/A	100	\$6,531.76	39.51
Boiler Replacement	Highland School	\$275,500.00	Cheshire Public Schools	Silver Petrucci & Assoc.	8/21	11/21	Richard Clavett (203) 250-2576	Mike Zato (203) 230-9007 x 234	IN PROGRESS		
Boiler Replacement	Danbury Courthouse	\$270,900.00	State of CT	Kohler Ramon	6/1		Brian Dillon (860) 706-5272	John Furco (203) 778-1017	IN PROGRESS		

4



SK Mechanical, LLC  
Completed Projects

Project Title	Location	Contract Amt	Owner	Designer	Start	End	Name & Phone of Owners Rep	Name & Phone of Designer Rep	% Completed by SK	Profit	Profit %
Boiler Replacement	Fairhaven Middle School	\$373,122.53	New Haven Public Schools	Innovative Engineering Services, Inc	6/1		John Barbarotta (475) 220-1644	N/A	IN PROGRESS		
A/C Mini-Splits	Baldwin Middle School	\$49,050.00	Town of Canterbury	N/A	5/21	7/21	Tom Milford	N/A	100	\$11,476.69	23.40
Engine Driven Chiller Replacement	Greenwich High School	\$577,499.06	Greenwich Public Schools	LPS, Inc	4/21	9/21	N/A - dealt with Engineer	Rudi Sisco (203) 912-9660	100	\$65,515.54	11.34
TOTALS		\$1,640,751.59									

SK MECHANICAL, LLC  
P.O. BOX 1525  
MANCHESTER, CT 06045-1525  
REFERENCES

As of March 2021

Agency:	Town of Mansfield Public Schools
Site:	Annie Vinton Elementary School Mansfield, CT
Contact:	Bill Trietch
Tel. No.:	(860) 860-429-3322
Email:	trietchwj@mansfieldct.org
Effective Dates:	November 2016
Job Specific:	Boiler Replacements \$350,000
<hr/>	
Agency:	Town of Canterbury
Site:	Baldwin Middle School
Contact:	Tom Millerd
Tel. No.:	(860) 546-6236 Ext.1253
Email:	tmillerd@canterburypublicschools.org
Effective Dates:	2021
Job Specific:	A/C Installation
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Agency:	Vernon Public Schools
Site:	Center Road School Vernon, CT
Contact:	William Peluso
Tel. No.:	860-870-3500
Email:	wpeluso@vernon-ct.gov
Effective Dates:	December 2017
Job Specific:	Boiler Replacements \$250,000, A/C Replacements
<hr/>	
Agency:	Judicial Facilities
Site:	Multiple Locations Connecticut
Contact:	Brian Dillon
Tel. No.:	(860) 706-5260
Effective Dates:	2020, 2021
Job Specific:	Willimantic & Danbury Court Boiler Replacements 2020, 2021
<hr/>	
Agency:	Town of Glastonbury
Site:	Town Hall
Contact:	Dave Sacchitella, Director of facilities
Tel. No.:	(860) 652-7706
Email:	dave.sacchitella@glastonbury-ct.gov
Effective Dates:	November 2017
Job Specific:	Boiler replacement - \$353,000.00

SK MECHANICAL, LLC  
P.O. BOX 1525  
MANCHESTER, CT 06045-1525  
REFERENCES

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Agency: City of Groton  
Site: Groton Water Pollution Control  
Groton, CT  
Contact: Debbie Lynn Marshall-Baker  
Tel. No.: (860) 405-2170  
Email.: dmarshall-baker@groton-ct.gov  
Job Specific: Boiler Replacement  
Dates: March 2017 - \$475,600.00

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Agency: Regional School District #8  
Site: RHAM High School  
Hebron, CT  
Contact: Michael Schlehofer  
Tel. No.: (860) 228-5311  
Email.: Michael.schlehofer@rhamschools.org  
Job Specific: Gas Burner Conversion (2017)  
Rooftop Unit Replacements (2020)  
Dates: 2017 - Present

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Agency: Hebron Public Schools  
Site: Gilead Hill School / Hebron Elementary School  
Hebron, CT  
Contact: Wayne Durocher  
Tel. No.: (860) 428-4816  
Email.: WDurocher@hebron.k12.ct.us  
Job Specific: Water Heater Replacements  
Dates: December 2018 – January 2019 \$16,000 Each

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Agency: City of Groton  
Site: Groton Highway Garage  
Groton, CT  
Contact: Bob Charette  
Tel. No.: (860) 448-4075  
Email.: BCharette@groton-ct.gov  
Job Specific: Boiler Replacement  
Dates: June 2019 - \$396,028.23

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\$ 2c

## KEVIN L. SPERRY

84 SouthWorth Drive  
Ashford, CT 06278  
Home 860.429.0496  
Cell 860.622.1426  
ksperry@skmechanical-llc.com

### EXPERIENCE

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#### Member / Owner

2004-Present SK Mechanical, LLC, Manchester, CT.

- Overall decision maker for company direction and issues.
- Implements company rules and regulations.
- Organizes and runs company meetings with team.
- Determines budget.
- Marketing and searching for new business.

#### Project Manager/Service Manager/Estimator/Superintendent/Insulator

1992-2005 All State Boiler & Construction, Inc., Farmington, CT.

#### Project Manager/Service Manager/Estimator

1999-2005

Over see superintendents and sub-contractors execution of public and private construction contracts.

- Monitored and balance the projects financial performance.
- Worked closely with customers, purchasing agent or construction manager to insure projects efficient completion.
- Supervised the company's self-performed mechanical, structural, and civil trades.
- Provided prompt response to large private customers' construction needs, ensuring future business.
- Acquired new business by providing strategic value engineering services, and competitive bidding.
- Conducted subcontractor pre-bids and buy-outs, and inevitably incorporate them into a CPM schedule.
- Provided efficient interpretation of Federal construction contracts maximizing company's profits.
- Produced contract and change order drawings using latest release of AutoCAD.

#### Superintendent

1998-1999

- Performed day to day onsite management of construction crews.
- Read and interpreted contract drawings for all general construction trades.
- Coordinated multi-task operations with customer and other contractors.
- Estimated and prepared bids for heavy industrial construction projects.
- Managed commercial and industrial service contracts.
- Ensured OSHA industrial construction standards were met.

#### Insulator/Carpentor/Labor

1992-1997

- Provided professional and quality workmanship for carpentry and insulation trade.
- Supplied two week overview for manpower schedules to site superintendents.
- Placed material ordering with vendors for carpentry and insulation divisions.

- Assisted pipe fitters and welders.

#### **Property Superintendent**

1991-1992 Dana Corporation, Farmington, CT.

- Performed day to day onsite management of construction crews.
- Read and interpreted contract drawings for all general construction trades.
- Coordinated multi-task operations with customer and other contractors.
- Estimated and prepared bids for heavy industrial construction projects.
- Managed commercial and industrial service contracts.
- Ensured OSHA industrial construction standards were met.

#### **Carpenter / Mason**

1989-1991 Alma Construction, Inc., Manchester, CT.

- Performed day to day professional carpentry skills.
- Performed day to day professional masonry skills.

#### **Forman/Metal Technician**

1982-1989 A & L Jones, Willington, CT.

- Performed day to day onsite management of construction crews.
- Read and interpreted contract drawings for all general construction.
- Coordinated multi-task operations with customer and other contractors.
- Ensured OSHA industrial construction standards were met.

#### **EDUCATION**

Penn Foster Completed August 2015

S2 Heating & Air Conditioning

Johnson & Whales University, RI, 2001

- Certificate, Auto CAD 2000

Integrated Technologies, Inc.

- Visual Welding Testing
- Level 1 by SMAW, GTAW, GMAW, or CAW process

Windham Reginal Vocational Technical School 1979-1982

- High school diploma
- Certificate in blueprint reading
- Mechanical drafting diploma

#### **COMPUTER EXPERIENCE**

Microsoft Office	Quickbooks	Lotus
AutoCAD	Estimation	Microsoft Project
Internet	Prolog Manager	Network Administration

#### **LICENSE/OTHER SKILLS**

S1 Heating & Air Conditioning CT HTG. 0407652-S1

CT Hoisting License #1028

Visual Welding Testing - Level 1

Confined Space Entry

30-hour OSHA Construction/Safety Course

Mestek Certification (Smith Boilers, KN Boilers, RBI)

Honeywell 7800 controls Certified

3M Fire Protection Certified

Diakin Certification

EPA Uneversal

Lift Operator Certificate

First Aid Trained

Powerflame Certified

Mitsubishi Certified

Honeywell linkage list control training

Beacon Roofing Certified (Curb and Hat Penetrations)

Beckett Burner Certified

**ENGINEERS**

Silver / Petrucelli + Associates

JP Engineering, Inc.

Bemis Associates, LLC

**CONTRACTORS**

HHS Mechanical

CT Boiler

**CUSTOMERS**

State Of CT. Judicial Services

State of CT, DPW, Hartford, CT

State of CT. Mystic Education

University of Connecticut, Farmington, CT

RM Bradley Agent for State of CT.

Town of Ashford

Canterbury Board of Education

Town of Manchester

Manchester Board of Education

Wallingford Board of Education

Vernon Board of Education

Wesleyan University, Middletown, CT

**VENDORS**

Commercial Heating Supply

Independent Pipe &amp; Supplies

Jenson Mechanical

Robinson Supply

Carlin Burner Certified

**REFERENCES**

Engineer	Michael Zoto	(203) 230-9007 Ext. 234
Engineer	John Pouliot	(860) 688-5223
Engineer	Lucian Dragulski	(860) 667-3233 Ext. 113

Owner	Alan Harbec	(860) 643-3939
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Owner	Pete Royer	(860) 953-9117 Ext. 301
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Project Manager	Michael Rice	(860) 706-5262
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Project Manager	Dave Grigley	(860) 713-5683
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Grounds	Harold Monroe	(860) 912-5893
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Manager	Dave Casella	(860) 679-3280
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Manager	Shane Mulready	(860) 727-0203
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Selectman	Michael Zambo	(860) 487-4400
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Manager	Tom Millerd	(860) 546-6236 Ext. 1253
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Public Works	Jim Williams	(860) 647-3068
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Manager	Chuck Cadman	(860) 647-5012
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Superintendent	Mark Deptula	(860) 294-3780
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Procect manager	William Peluso	(860) 870-6000 Ext. 119
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Plant Manager	Dave Pompeii	(860) 685-3702
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Sales	Angelo Cappa	(860) 290-8696
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Sales	Jim Covill	(860) 243-8500
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Sales	Scott Jenson	(860) 738-280
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Sales	Tim Wynosky	(860) 808-6713
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## **Samantha L. Sperry**

73 Luchon Road  
Willington, CT 06279  
Home 860.477.0761  
Cell 860.455.6534  
sdadalt@skmechanical-llc.com

### **EXPERIENCE**

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#### **Owner/ Insulator/ S-2/ Filters**

SK Mechanical, LLC, Manchester, CT. December 2012- Current

- Provide quality, professional workmanship in insulating trade.
- Order materials for upcoming jobs with vendors.
- Assist technicians, pipefitters, and vendors.
- Manage and delegate my own work crew.
- Supervise and coordinate contacts while working closely to customers.
- Apply knowledge from business classes directly into the company to ensure an evolving, successful company.
- Implement company rules and regulations.
- Brainstorm ideas and strategies with the key members of the company.
- Coordinate and execute filter changes for multiple contracts.
- Seek new work for the company and attend walk through's and bid openings as needed.

#### **Companion and Homemaker**

Ashford Housing Authority, Ashford, CT. April 2013-2018

- Helped client perform chores to encourage independence.
- Ensured client is taking prescribed medications.
- Provided client with cheerful company.

#### **Certified Nursing Assistant**

Mansfield Center for Nursing and Rehabilitation, Storrs, CT. August 2011-November 2012

- Provided exceptional care to the elderly in the long-term care unit.
- Worked proficiently in a culturally diverse team setting.
- Managed time effectively to take care of assigned residents in a respectable manner.
- Frequently picked up shifts to help cover unexpected call outs.

#### **Cashier**

Home Depot, Manchester, CT. August 2010- November 2011

- Provided excellent customer service.
- Familiarized myself with location of products throughout store.
- Stayed up to date with training.

**Waitress**

The Wooden Spoon Family Restaurant, Ashford, CT.

- Managed time to prepare food and restaurant for day ahead.
- Gave excellent customer service.
- Worked comfortably and efficiently in a team setting.
- Stayed on top of designated tasks to ensure a stress-free atmosphere.
- Cleaned.

**EDUCATION**

Quinebaug Valley Community College    Graduated December 2015

- Associate in Science: Business Administration

National Comfort Institute, Inc.    December 2014

- Residential HVAC Performance.
- Gained skills to properly test HVAC equipment efficiency and understand how to diagnose inefficiencies in systems.
- Review of air balancing.

National Comfort Institute, Inc.    May 2014

- Residential Balancing.
- Gained skills to properly test and balance residential HVAC systems up to five tons.

Windham Technical High School    Graduated June 2008

- Architectural Drafting Diploma.
- Attended class trip to Italy and Greece, experienced other cultures first hand, which has added to my appreciation for diversity.

**COMPUTER EXPERIENCE**

Microsoft Word	PowerPoint
Excel	QuickBooks

**LICENSE/ OTHER SKILLS**

Esco institute: EPA Universal certificate

Compliance Training Online: Confined Space Entry certificate

OSHA-30

Training Fire Protection installer through 3M



# DAVID ST. ONGE

79 Hickory Drive, Hebron, CT 06248

H -860-649-6897

C - 860-830-1612

[dstongey123@icloud.com](mailto:dstongey123@icloud.com)

## SUMMARY

- Working in an apprenticeship capacity as an estimator/project manager with a reputable company in the HVAC/R field of the skilled trades. Goals are to gain State of CT licensing and to be able to understand all areas of the HVAC/R trade. Currently have OSHA 30, EPA Universal, ESCO Green Awareness, ESCO Home Energy Auditor II and ESCO System Performance Verification Certifications.
- Progressive career growth with 30+ years of experience gained in **large, fast-paced, high quality** manufacturing / distribution environments supporting high-profile and demanding customers working under continuous **safety, quality, cost control and deadline pressure**.
- Proven production **team leadership / supervisory / management skills** including **safety, quality, customer-service** plus hands-on **machine set-up / operating and troubleshooting skills** and daily inventory-management, daily production scheduling, reports and analysis and budget adherence.
- Applied **Lean Manufacturing, Six Sigma / 6S / Kaizen / Continuous Process Improvement** principles with positive and effective **leadership, training, communications and interpersonal skills** with equal effectiveness in team based and individual assignments with no direct supervision.

## EXPERIENCE

### **SK Mechanical, Manchester, CT - 1/9/17 to Present**

A 13 employee, \$4 M sales HVAC/R company, specializing in State, Federal and Municipal installation and service of heating and cooling equipment. Design build or plan and spec projects ranging in value from \$5 K to \$1 M.

#### **Project Manager / Estimator – S-2 License**

- Jobsite walk-throughs in preparation for estimating job costs, labor needs, material listings and equipment specifications. Contact equipment manufacturers, supply houses and material vendors to obtain material and equipment quotes. Prepare estimate summaries which includes labor requirements, material costs, rental equipment and subcontractor costs.
- Present bid packages or quotes to the owners for contract awards. Work with employees and subcontractors during the job progress. Attend regular job update and progress meetings with the owners. Coordinate material and equipment deliveries to the job site to enhance installation efficiencies.

### **QUAD/GRAPHICS, Enfield, CT 1997 to 10/2015 (Plant Closure)**

A 60 employee / 75K sq. ft. division of the International, \$4.8B Sales commercial printer – this division specializes in printing books plus custom-labelled retail and direct mail inserts, postcards, self-mailers. The market for these products is shrinking, resulting in the closure / consolidation of this division into larger Quad/Graphics facilities.

#### **Shift Supervisor - First Responder / Safety Committee Leader** 2/2012 to 10/2015

- Key and contributing member of the division leadership team with principal responsibilities for achieving daily production / distribution goals and eliminating barriers including participating in the daily "War Room" meetings that utilized Lean / Continuous Process Improvement principles.
- Principal member of the Safety Committee – training and communicating safety awareness plus First Responder – trained to take charge and deal with emergencies.
- Lead, train, schedule, assign, direct and evaluate (performance appraisals) a team of 25+ employees operating high-volume production equipment including: sheet fed press; web press; guillotine cutters; folding equipment; saddle stitching equipment; hand bindery and miscellaneous pieces of smaller industry related equipment.

- Accountable for safety, quality, efficiency, customer service and production – leading monthly safety, productivity, and communications meetings – preparing and using Gantt Charts to measure progress and preparing the Finishing Schedule to meet the customers' needs.
- Assign crews, balance skill-levels and team compatibility plus labor costing (CPU: Cost/Unit).
- Continuously monitor materials-flow, set-ups, progress, quality, scheduling plus maintenance.
- Provide direct customer interface on press color approvals and offer technical assistance.
- Apply 6S Lean principles of organization and standardization and adhere to ISO9000 standards.
- Administer Preventative Maintenance Programs plus troubleshoot and lead repairs.

**Dept. Team Leader: Production Set-Up & Operator 2010-2011**

- Department lead and oversee the production and maintenance of all presses in the department.
- Lead, train and develop a 4 to 6 team member crew and print production, quality and maintenance on a 7 color 40" Komori sheet fed press with aqueous coating unit.

**David St. Onge H - 860-649-6897 / C - 860-830-1612**

**dstongey123@icloud.com**

**Page 2 of 2**

**Project Leader - Continuous Improvement – Six Sigma Black Belt and Lean Coordinator 2008 - 2009**

- *Principal leader / implementer / trainer of the Continuous Process Improvement program.*
  - Lead the plant and several teams in continuous improvement activities. Kaizen events, Kanban setup and maintenance. Use spaghetti mapping, value stream mapping and Ishikawa diagrams to help identify and eliminate wasted effort and materials. Work cell design.

**Team Leader – Set Up Operator 1997 - 2007**

- Operate and lead crew on a 5 color 40" Komori sheet fed press. Responsible for quality, production and maintenance. Work with supervision with the regards to production concerns and quality improvements. Responsible for the training new hires with regards to job duties, reading job tickets, SOPs and job demands.

**INFINITI GRAPHICS (Formerly known as K&R Printers), Ellington, CT 1985 to 1996**

*A commercial printing company that was later acquired by Quebecor who, in turn, were later merged with World Color and acquired by Quad/Graphics – see above.*

**Production Scheduler**

**Team Leader – Set Up Operator**

**Assistant Team Leader – Operator**

**EDUCATION & TRAINING**

**Education:** HVAC/R Technician Training; Lincoln Technical Institute, New Britain, CT  
 12/2015 – 12/2016 GPA – 3.97  
 Basic and Commercial Refrigeration; Duct Design; Heat Load/Loss Calculations; Climate Control Systems; Basic Electricity; Soldering/Brazing; Heating Mechanical and Controls (Gas and Oil); Air Conditioning; Heating System Performance Verification (ESCO); OSHA 30; EPA Universal Certification; ESCO Green Awareness; ESCO Home Energy Auditor II.

Associates Degree in Graphic Arts Technology, Springfield Technical Community College - 1985  
 SBTI – Lean/Six Sigma black belt training - 2008  
 Graduate / Diploma: Tolland High School; Tolland CT – 1983

**Development:** Customer Service and Supervisor Leadership, Communications, Team Building, Mentoring & Coaching and Conflict Resolution training including Analytical Problem Solving.

**Process Improvement:** Quality Standards / Internal Auditing & Compliance training plus Root Cause / Corrective Action (RCA). Continuous Process Improvement: 6S, Six Sigma, Kaizen, Lean Manufacturing, KPI, GEMBA Walks, KANBAN inventory management training.

**Business Compliance:** HR & Email policies and Labor Law Compliance training including Business Ethics Workplace Harassment, Substance Abuse Awareness & Prevention, Diversity and Affirmative Action.

**Computer / Systems:** Some MS Office; Word, Excel, PowerPoint, Outlook & Explorer plus BUSINESS MANAGEMENT / DATA MANAGEMENT programs used for scheduling, inventory management / production control, costing and efficiency analysis, reporting and control.

**Technical:** Operation and Maintenance of commercial printing equipment; Material Handling equipment (Forklifts, Clamp Trucks, Powered Industrial Vehicles), offset printing and binding technologies and equipment.

**Safety & Environmental:** Trained as a First Responder with CPR and Blood Borne Pathogens training plus Safety (OSHA compliance) & Hazardous Materials (MSDS, HAZMAT, Spill Management), Ergonomics, Hand Safety, Electrical Safety, Hearing Conservation, Machine Guarding, Ladder Safety, Lock-Out / Tag-Out, Personal Protective Equipment (PPE), Fire Prevention & Extinguishers, and Emergency Procedures / Evacuation.

**Kelly M. Bayha**  
5 North Pond Road, Floor 1  
Amston, CT 06231  
Cell 860.933.5008  
kellyjones696@gmail.com

## **EXPERIENCE**

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### **Jewelry Sales Coordinator**

August 2000- February 2007      Walmart Stores, Inc.

- Gold and diamond audits
- Ordering
- Assisted Customers
- Checked in orders
- Open and closed department
- Special ordered merchandise orders
- Assisted with scheduling

### **Office Manager**

February 2007- Present      SK Mechanical, LLC.

- Invoicing
- Scheduling / Dispatching
- Bid preparation / Submittals
- Ordering supplies
- Payroll supervision and Assistance
- Assistance in the field to insulation department

## **EDUCATION**

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Parish Hill High School      1998-2002

- High school diploma

Ashworth College      May 2015

- Small Business Management- with honors
- Computer Information Systems – Associates Degree – In Progress 2021-2022

Ashworth College      2021 – Present

- Associates Degree – Computer Information Systems

### **COMPUTER EXPERIENCE**

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Quickbooks Word

Excel      Publisher

### **LICENSE/ OTHER SKILLS**

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IGI Certification    OSHA 10 Certified Confined Space Certified

Notary Public – State of Connecticut

**3. Statement of Qualifications and Work Plan**

c. Abatement and Temporary lighting to be supplied by the city



**kbayha@skmechanical-llc.com**

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**From:** Maureen McCauley <mmccauley@waterburyct.org>  
**Sent:** Tuesday, May 24, 2022 11:16 AM  
**To:** kbayha@skmechanical-llc.com  
**Cc:** kmcaffery@waterburyct.org  
**Subject:** RE: Tinker - 7256 - Missing Paperwork in bid package

Hello Kelly,

Since it is after the question cutoff time we decline to answer.

Thank you.

**Maureen McCauley**

Assistant Director of Purchasing  
City of Waterbury  
235 Grand Street  
Waterbury, CT 06702  
[mmccauley@waterburyct.org](mailto:mmccauley@waterburyct.org)  
T: 203.574.6747 | F: 203.597.3437



**From:** kbayha@skmechanical-llc.com <kbayha@skmechanical-llc.com>  
**Sent:** Tuesday, May 24, 2022 10:38 AM  
**To:** Maureen McCauley <mmccauley@waterburyct.org>  
**Cc:** kmcaffery@waterburyct.org  
**Subject:** RE: Tinker - 7256 - Missing Paperwork in bid package

I came across the following issues with the bid package for this project:

- Attachment "B" on page 7, item 18 is missing
- Price Proposal labeled as attachment "F" on page 9, item 4, is actually labelled on the proposal sheet as attachment "E".
- Contractor's Qualification Statement (Attachment "E" in previous bid package 6760 for example) is missing from bid package also.

Please advise, as it states this is required paperwork for the bid submission due tomorrow morning.

*Kelly M. Bayha*  
Office Manager/Notary Public



# SK MECHANICAL, LLC

Industrial, Commercial and Residential

Small/Minority Business Enterprise

\$  
30

## Philosophy Statement and Business Focus

We at SK Mechanical are pleased to introduce ourselves as a growing company in the field of mechanical services. Bringing over 25 years of trade experience to our customers, our management team is backed by licensed burner/boiler technicians, AC technicians, certified welders, licensed pipe fitters, licensed plumbers, mechanical insulators and carpenters.

SK Mechanical is a full-service Heating, Ventilation, and Air Conditioning company specializing in boiler and burner service, repair and installation. With a team approach, we provide our growing list of satisfied customers with a vast array of specialized services, focusing first on quality workmanship and customer satisfaction. Some examples of our services are as follows:

### SERVICE:

- 24-hour on call mechanical systems service with competitive rates.
- Annual HVAC and Boiler Service contracts.
- Complete diagnostics of burner and control systems ranging from standard combustion controls to direct digital controls, we are armed with the latest in computer aided diagnostics.
- Complete technical support for all of our customers.

### INSTALLATIONS AND CONTRACT WORK:

- New and used boiler repair or new installation.
- Air Handling Units for heating, air-conditioning and exhausting (roof top and other styles).
- Pump and pump system repair or new installation.
- All types of mechanical insulation, pipe, duct, and tanks, old or new construction.
- HVAC testing and balancing.

### WELDING:

- Certified welders for mechanical and structural repairs.
- Piping fabrication for new or existing systems / Structural steel fabrication.

Our goal at SK Mechanical is simple: To provide the service you deserve at a competitive price. By simply calling SK Mechanical, all your service and contract needs will be met. Our licensed and certified personnel will get your systems back online, at peak performance, turning yesterday's headaches into today's successes.

We look forward to serving you. For more information about SK Mechanical's capabilities and qualifications, please call us at (860) 533-2320.

Sincerely,  
SK Mechanical, LLC

Kevin L. Sperry  
Member

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**SK MECHANICAL, LLC**  
*Industrial, Commercial and Residential*

*Small/Minority Business Enterprise*

\$3b

### Waterbury Tinker School Work Plan

- City takes care of ACM testing, temporary lighting, and any abatement.
- Controls and electric demo.
- Remove boilers, burners, breeching, boiler feed tank, condensate pump and associated piping per drawings.
- Demo and pour new boiler housekeeping pads.
- Build boilers, burners, and gas train.
- Measure and order breeching.
- Rig in boiler feed tank, condensate pump and blow down tank and set in place.
- Install piping to boilers, boiler feed tank, condensate pump. and blow down tank. Includes new steam control valves.
- Electrical and controls installation.
- Install breeching.
- Install gas vents up the side of the building.
- Remove and replace combustion air fan.
- Boiler start-up and tuning.

Dave St. Onge  
SK Mechanical LLC  
266 Center St.  
Manchester, CT 06040  
860-533-2320

Q1

\$4

# AIA Document A310™ - 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

SK Mechanical, LLC  
266 Center Street  
Manchester, CT 06040

### SURETY:

(Name, legal status and principal place of business)

Great Midwest Insurance Company  
800 Gessner Road, Suite 600  
Houston, TX 77024

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

City of Waterbury  
235 Grand Street, Room 103  
Waterbury, CT 06702

**BOND AMOUNT:** Ten Percent (10%) of Amount of Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Boiler Replacement, Tinker Elementary School, 809 Highland Avenue,  
Waterbury, CT 06702, Bid #7256

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of May 2022

  
(Witness)

SK Mechanical, LLC

(Principal)

(Title)

Great Midwest Insurance Company

(Surety)

(Title) Eric J. Follman, Sr., Attorney-in-Fact

(Witness)

Init.

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**POWER OF ATTORNEY**  
**Great Midwest Insurance Company**

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

LYNN M. WHEELLOCK, ERIC J. FOLLMAN, SR., FERNANDA L. DEPAOLANTONIO, CAITLIN CHRISTINE BAKER

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1<sup>st</sup> day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



**GREAT MIDWEST INSURANCE COMPANY**

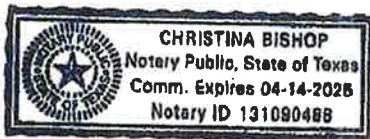
BY \_\_\_\_\_

*Mark W. Haushill*

Mark W. Haushill  
President

**ACKNOWLEDGEMENT**

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY \_\_\_\_\_

*Christina Bishop*

Christina Bishop  
Notary Public

**CERTIFICATE**

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 25th Day of May, 2022



BY \_\_\_\_\_

*Leslie K. Shaunty*  
Leslie K. Shaunty  
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

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CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.  
In tabulations below, amounts are stated to the nearest dollar.  
Use Column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 1  
APPLICATION DATE: 5/25/2022  
PERIOD TO: 5/25/2022  
JOB NO:

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE 7.5%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
1	Bond / Submittals / Initial Mobilization	\$14,500.00	\$0.00	\$0.00		\$0.00	\$14,500.00	\$0.00
2	Daily mobilization	\$14,500.00	\$0.00	\$0.00		\$0.00	\$14,500.00	\$0.00
3	All demolition	\$25,000.00	\$0.00	\$0.00		\$0.00	\$25,000.00	\$0.00
4	Supply boilers and burners	\$76,000.00	\$0.00	\$0.00		\$0.00	\$76,000.00	\$0.00
5	Install boilers and burners	\$16,000.00	\$0.00	\$0.00		\$0.00	\$16,000.00	\$0.00
6	Supply breeching	\$23,800.00	\$0.00	\$0.00		\$0.00	\$23,800.00	\$0.00
7	Install breeching	\$8,000.00	\$0.00	\$0.00		\$0.00	\$8,000.00	\$0.00
8	Supply combustion air fan/louver	\$4,200.00	\$0.00	\$0.00		\$0.00	\$4,200.00	\$0.00
9	Install combustion air fan	\$3,000.00	\$0.00	\$0.00		\$0.00	\$3,000.00	\$0.00
10	Supply oil pipe, valves and fittings	\$20,300.00	\$0.00	\$0.00		\$0.00	\$20,300.00	\$0.00
11	Supply CP-1, BFP-1 and BT-1	\$34,000.00	\$0.00	\$0.00		\$0.00	\$34,000.00	\$0.00
12	Install oil piping	\$98,500.00	\$0.00	\$0.00		\$0.00	\$98,500.00	\$0.00
13	Supply and install boiler pads	\$9,950.00	\$0.00	\$0.00		\$0.00	\$9,950.00	\$0.00
14	Electrical	\$97,000.00	\$0.00	\$0.00		\$0.00	\$97,000.00	\$0.00
15	Controls	\$98,500.00	\$0.00	\$0.00		\$0.00	\$98,500.00	\$0.00
16	\$ & I chemical treatment system	\$5,000.00	\$0.00	\$0.00		\$0.00	\$5,000.00	\$0.00
17	Insulation / Decals	\$16,000.00	\$0.00	\$0.00		\$0.00	\$16,000.00	\$0.00
18	Equipment use / Rental	\$5,500.00	\$0.00	\$0.00		\$0.00	\$5,500.00	\$0.00
19	O&M's / Start up	\$7,500.00	\$0.00	\$0.00		\$0.00	\$7,500.00	\$0.00
20	10% Allowance for change orders	\$51,725.00	\$0.00	\$0.00		\$0.00	\$51,725.00	\$0.00
	TOTAL	\$568,975.00	\$0.00	\$0.00	\$0.00	\$0.00	\$568,975.00	\$0.00

DOCUMENT G702

APPLICATION AND CERTIFICATE FOR PAYMENT MAY 1983 EDITION - AIA - 1983



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

- a. We have never failed to complete work awarded to us
- b. We have never defaulted on a contract
- c. No pending litigation
- d. We have never had a contract terminated
- e. We have never been named in a lawsuit
- f. We have never filed for bankruptcy
- g. Nothing that will affect our ability to complete work awarded
- h. No exceptions
- i. N/A

ATTACHMENT C

KEVIN MCCAFFERY  
DIRECTOR OF PURCHASING  
236 GRAND STREET  
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 5/3/02 4 \_\_\_\_\_  
2 5/18/02 5 \_\_\_\_\_  
3 5/19/02 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.

20-1976628  
Social Security Number  
or Federal Identification Number

Kd Sperry  
Signature of Individual or Corporate Name  
Kevin L Sperry  
Corporate Officer  
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name Sh mechanical LLC  
By: Kevin L Sperry, member  
(Title)  
Business Address: 246 Center Street  
(City, State, Zip Code) Manchester, CT 06040  
Phone: 800-533-2320

Date: 5/23/02

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.

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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 Connecticut

SS: 266 Center Street  
Manchester, CT 06040

County of Hartford

Kevin L. Sperry, being first duly  
sworn, deposes and says that:

1. I am the owner, partner, officer, representative, agent or member of Shimco Mechanical 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.

☒ 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				
2	none			
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 Shmechanical LLC			Boiler repairment at Walsh elementary	Current
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	none	
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		none		
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		none			
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		none	
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.

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

**For Partnership or LLC**

In presence of:

David St-Onge  
Attest (Witness Signature)

David St-Onge  
(Witness Printed Name)

Kelley M. Bayha  
(Name of Partnership)

By: Kevin L Sperry  
(Name of General Partner)

21 de Center Street, Manchester, CT 06110  
(Business Address)

**For Corporation**

Attest (Witness)

(Corporate Principal - Printed Name)

(Business Address)

Affix  
Corporate  
Seal

(Name of Corporation)

By: \_\_\_\_\_  
(Signature of Authorized Corporate Officer)

Its: \_\_\_\_\_  
(Title)

State of Connecticut )

) SS (Date) 5/23/22

County of Hartford )

Kevin L Sperry being duly sworn,

deposes and says that he/she is member of SB Mechanical LLC and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 23 day of May 2022.

Kelley M. Bayha  
(Notary Public)

My Commission Expires: \_\_\_\_\_



**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:

Sh Mechanical LLC  
246 Center Street  
Manchester, CT  
06040

Print Name and Title of Authorized Representative:

Kevin Sperry, member

Signature of Authorized Representative:

[Signature]

Date:

5/03/00



**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2021)**  
**Persons or Entities Conducting Business with the City**

**I. Outstanding Purchase Orders of Contracts with the City**

**A. Contracts**

**No Contracts with the City**

☐

Walsh School Boiler Replacement # 67600  
(Service or Commodity Covered by Contract)

4-18-22 to Present  
(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 2021)**  
**Persons or Entities Conducting Business with the City**

**B. Purchase Order(s).**

**No Purchase Order(s) with the City**

☐

Walsh School Boiler Replacement PO# 188527  
(Service or Commodity Covered by Purchase Order)

5/4/21  
(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 2021)**

**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

☐

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 §40.51 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 40 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 40.81 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.

Sh Mechanical, LLC  
(Name of Company, if applicable)

Kathy  
Signature of Individual (or Authorized Signatory)

5/23/02  
Date

Kevin L. Sperry, member  
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☒

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES  
CONTRACT COMPLIANCE REGULATIONS  
NOTIFICATION TO BIDDERS**

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

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**INSTRUCTIONS AND OTHER INFORMATION**

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

**1) Definition of Small Contractor**

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.



## 2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

**MANAGEMENT:** Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

**BUSINESS AND FINANCIAL OPERATIONS:** These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

**MARKETING AND SALES:** Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

**LEGAL OCCUPATIONS:** In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

**COMPUTER SPECIALISTS:** Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

**ARCHITECTURE AND ENGINEERING:** Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

**OFFICE AND ADMINISTRATIVE SUPPORT:** All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

**BUILDING AND GROUNDS CLEANING AND MAINTENANCE:** This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

**CONSTRUCTION AND EXTRACTION:** This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

**INSTALLATION, MAINTENANCE AND REPAIR:** Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

**MATERIAL MOVING WORKERS:** The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

**PRODUCTION WORKERS:** The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

### 3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

**White** (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

**Black**(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.

**Hispanic**- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

**Asian or Pacific Islander**- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.

**American Indian or Alaskan Native**- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

## BIDDER CONTRACT COMPLIANCE MONITORING REPORT

### PART I - Bidder Information

Company Name Street Address City & State Chief Executive	SK MECHANICAL, LLC 266 CENTER STREET P.O. BOX 1526 MANCHESTER, CT 06040	Bidder Federal Employer Identification Number <u>80-1976628</u> Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1)  -Bidder is a small contractor. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> -Bidder is a minority business enterprise Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (If yes, check ownership category) Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Iberian Peninsula <input type="checkbox"/> Individual(s) with a Physical Disability <input type="checkbox"/> Female <input checked="" type="checkbox"/>  - Bidder is certified as above by State of CT Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>  <u>see attached</u>	
Bidder Parent Company (if any)		
Other Locations in Ct. (if any)		

### PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	9. Does your company have a mandatory retirement age for all employees? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input checked="" type="checkbox"/>
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>
6. Does your company have a collective bargaining agreement with workers? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	12. Does your company have a written affirmative action Plan? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If no, please explain.  13. Is there a person in your company who is responsible for equal employment opportunity? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, give name and phone number. <u>Eugenie Bogley 860 533 2320</u>

### Part III - Bidder Subcontracting Practices

(Page 4)

1. Will the work of this contract include subcontractors or suppliers? Yes ☒ No ☐

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

LaPierre Electric SBE  
Automated Logic  
Jamestown Technologies  
Advanced mechanical

Environmental Testing 3 balancing  
Torco  
Jensen Mechanical SBE  
F.W. Webb  
Independent Pipe

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?

Yes ☒ No ☐

### PART IV - Bidder Employment Information

Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management	2	1	1								
Business & Financial Ops											
Marketing & Sales	1	1									
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support	2		2								
Bldg/ Grounds Cleaning/Maintenance	1		1								
Construction & Extraction	2	1	1								
Installation, Maintenance & Repair	2	2									
Material Moving Workers	2	2									
Production Occupations											
TOTALS ABOVE	12	7	5								
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices		2	1								
Trainees											

\*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)




PART V - Bidder Hiring and Recruitment Practices

(Page 5)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service	✓		10%	X	Work Experience	Almost half of our staff is female
Private Employment Agencies				X	Ability to Speak or Write English	
Schools and Colleges	✓		30%		Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins	✓		50%		College Degree	
Present Employees	✓		10%		Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)				X	Car Ownership	
					Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)		(Title)	member	(Date Signed)	5/23/22	(Telephone)	860-533-7320
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# State of Connecticut

Department of Administrative Services

Supplier Diversity Program

*This Certifies*

**S K Mechanical LLC**

*As a*

**266 Center Street Manchester CT 06040**

*Woman Owned*

*Small/Minority Business Enterprise*

*December 29, 2020 through December 29, 2022*

**Owner(s):** Kevin Sperry, Samantha DaDalt

**Contact:** Kelly Bayha

**E-Mail:** [kbayha@skmechanical-llc.com](mailto:kbayha@skmechanical-llc.com)

**Telephone:** (860) 533-2320 Ext: **FAX:** (860) 533-9007

**Web Address:** <http://www.skmechanical-llc.com>

**\*\* Affiliate Companies:**

*May Metiselsky*

Supplier Diversity Director

\*\* A contractor awarded a contract or a portion of a contract under the set-aside program shall not subcontract with any person(s) with whom the contractor is affiliated.

*De ORO*

Supplier Diversity Specialist

# State of Connecticut

Department of Administrative Services  
Construction Contractor Prequalification Program

This certifies

***S K Mechanical LLC***

266 Center Street, Manchester, CT 06040

As a

Prequalification Construction Contractor

March 21, 2022 through March 20, 2023

## CONTACT INFORMATION

**Name:** Kelly Bayha  
**Phone:** (860) 533-2320  
**Fax:** (860) 533-9007  
**Email:** kbayha@skmechanical-llc.com

**Name:** Kevin L. Sperry  
**Phone:** 860-533-2320  
**Fax:** (860) 533-9007  
**Email:** ksperry@skmechanical-llc.com

Effective Date	Aggregate Work Capacity (AWC)	Single Limit (SL)	Classifications
3/21/2022	\$2,000,000.00	\$1,000,000.00	HVAC, MECHANICAL INSULATION

Classification Name	Description
HVAC	Installation, renovation, repair and maintenance of the systems and apparatus required, collectively or individually, to provide comfort heating, ventilation and/or cooling within or associated with a building, including such incidental or related work as is customarily performed by those in the HVAC trade. This category does not include sheet metal work by itself. To prequalify for HVAC you must have a Heating, Piping & Cooling Contractor License through the State of Connecticut Department of Consumer Protection.

MECHANICAL INSULATION	Includes the installation, replacement, repair or alteration of insulation of duct-work systems associated with heating, air conditioning and ventilation.
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This certificate prequalifies the named company to bid. It is not a statement of the Contractor's capacity to perform a specific project. That responsibility lies with the awarding authority.

Company Licenses/Registrations: It is the Contractor's responsibility to update their license information by editing their electronic application. Licenses are confirmed by the Department of Administrative Services (DAS) at the time of initial application and at each renewal.  
For information regarding the DAS Contractor Prequalification Program visit <http://portal.ct.gov/dasprequal> or call (860) 713-5280.

State of Connecticut  
Department of Administrative Services (DAS) Contractor Prequalification  
**Update Statement**  
(Statement to be included with the bid)

Connecticut General Statute §4a-100 and Connecticut General Statute §4b-91

Each bid submitted for a contract shall include an update statement in such form as the Commissioner of Administrative Services prescribes and, if required by the public agency soliciting such bid, a copy of a prequalification certificate issued by the Commissioner of Administrative Services. The form for such update statement shall provide space for information regarding all projects completed by the bidder since the date the bidder's prequalification certificate was issued or renewed, all projects the bidder currently has under contract, including the percentage of work on such projects not completed, the names and qualifications of the personnel who will have supervisory responsibility for the performance of the contract, any significant changes in the bidder's financial position or corporate structure since the date the certificate was issued or renewed, any change in the contractor's qualification status as determined by the provisions of subdivision (6) of subsection (c) of 4a-100 of the Connecticut General Statutes, and such other relevant information as the Commissioner of Administrative Services prescribes. Any public agency that accepts a bid submitted without a copy of such prequalification certificate, if required by such public agency soliciting such bid, and an update statement, may become ineligible for the receipt of funds related to such bid, except the public agency soliciting such bids may allow bidders no more than two business days after the opening of bids to submit a copy of the prequalification certificate, if required by such public agency, and an update statement.

**PROJECT THAT COMPANY IS BIDDING ON**

PROJECT NAME	Tinker Elementary School Boiler Replacement
PROJECT NUMBER	7256

**COMPANY INFORMATION**

LEGAL BUSINESS NAME	S K Mechanical LLC	
DBA		
TAXPAYER ID	201976628	
BUSINESS ADDRESS	266 Center Street	
BUSINESS CITY, STATE, ZIP	Manchester CT 06040	
PREQUALIFICATION CONTACT	Kelly Bayha	(860) 533-2320 ext.
	Kevin L. Sperry	860-533-2320 ext.
	Samantha DaDalt	(860) 533-2320 ext.

**PREQUALIFICATION INFORMATION**

EXPIRATION DATE	3/20/2023
SINGLE LIMIT	\$1,000,000.00
AGGREGATE WORK CAPACITY (AWC)	\$2,000,000.00
REMAINING AGGREGATE WORK CAPACITY *	\$2,000,000.00

\* The Remaining Aggregate Work Capacity equals your company's AWC minus the Total \$ Amount of Work Remaining

**BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) CURRENTLY UNDER CONTRACT**

No Records Found For Projects Incompleted

Total Amount of Work Remaining

\$0.00

**BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) WHICH WERE AWARDED AND 100% COMPLETED SINCE THE DATE OF YOUR INITIAL PREQUALIFICATION OR YOUR LAST RENEWAL**

No Records Found For Projects Completed

**PERSONNEL WHO WILL HAVE SUPERVISORY RESPONSIBILITY FOR THE PERFORMANCE OF THE CONTRACT BEING BID ON**

No Records Found For Supervisor

**CHANGES IN YOUR COMPANY'S FINANCIAL CONDITION OR BUSINESS ORGANIZATION WHICH MIGHT AFFECT YOUR COMPANY'S ABILITY TO SUCCESSFULLY COMPLETE THIS CONTRACT**

HAVE THERE BEEN ANY CHANGES?

NO

IF YES, EXPLAIN

**I CERTIFY UNDER PENALTY OF LAW THAT ALL OF THE INFORMATION CONTAINED IN THIS UPDATE STATEMENT IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AS OF THE DATE BELOW.**

Signature

Date

It is the responsibility of the Awarding Authority to determine if any of the information provided above will impact the contractor's performance on this project.

The DAS' Contractor Prequalification Program can be reached at [DAS.Prequalification@ct.gov](mailto:DAS.Prequalification@ct.gov)





Date: June 13<sup>th</sup>, 2022

From: Delinquent Tax Office

To: Jerry Gay-contracts manager  
Education dept.

Subject: Tax Clearance

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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.

SK Mechanical, LLC  
266 Center Street  
Manchester, CT 06040

If you have any questions regarding this matter, please do not hesitate to call our office at (203) 574-6810.

Very truly yours,

*Nancy J. Olson*

Nancy J. Olson. CCMC  
Deputy Revenue Collection Manager  
City of Waterbury

NO/adw

**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

County of Hartford

SS: 266 Center Street  
Manchester, CT 06040

Kevin L. Sperry, being first duly sworn, deposes and says that:

1. I am the owner, partner, officer, representative, agent or member of Skmechnical 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.

☒ 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				
2	none			
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 Shmechanical LLC			Boiler replacement	
2			at Walsh	
3			elementary	
4			current	

(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	none	
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		none		
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		none			
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		none	
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.



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

**For Partnership or LLC**

In presence of:

[Signature]  
Attest (Witness Signature)

David St-Onge  
(Witness Printed Name)

[Signature]  
(Name of Partnership)

By: Kevin L Sperry  
(Name of General Partner)

2140 Center Street, Manchester, CT 06040  
(Business Address)

**For Corporation**

Attest (Witness)

(Corporate Principal – Printed Name)

(Business Address)

**Affix  
Corporate  
Seal**

(Name of Corporation)

By: \_\_\_\_\_  
(Signature of Authorized Corporate Officer)

Its: \_\_\_\_\_  
(Title)

State of Connecticut )

) SS (Date) 5/23/22

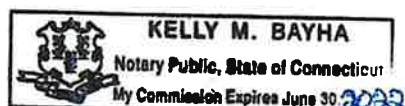
County of Hartford )

Kevin L Sperry being duly sworn,  
deposes and says that he/she is member of Sh Mechanical LLC and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 23 day of May 2022.

[Signature]  
(Notary Public)

My Commission Expires: \_\_\_\_\_



30

*Rosh Maghfour**Interim Chief Operating Officer**(203) 346-2340**rmaghfour@waterbury.k12.ct.us*

### **EXECUTIVE SUMMARY**

**DATE:** June 30, 2022

**TO:** Honorable Boards of Education and Aldermen

**FROM:** Rosh Maghfour, Interim Chief Operating Officer *RM*

**RE:** Contract for RFP #7249 for Architectural and Engineering Design Services for Assessment of Mechanical System Alternations (HVAC) for Waterbury Arts Magnet School and the Palace Theater with H. F. Lenz Company

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The Education Department respectfully requests your review and approval of the contract for the Architectural and Engineering Design Services for Architectural and Engineering Design Services for Assessment of Mechanical System Alternations (HVAC) for Waterbury Arts Magnet School and Palace Theater in the amount of \$237,525. The project is funded through ARP ESSER. This contract was initiated under the Request for Proposal process (RFP #7249).

The project consists of architectural and engineering design services for the assessment of the mechanical system alternations to Waterbury Arts Magnet School and Palace Theater heating, ventilation and air conditioning system. Four responses were received to RFP#7249 from Vanzelm, Studio JAED, CES and H.F.Lenz with H.F. Lenz being the most qualified responder. The Contractor shall substantially complete all work and services by September 30, 2024, with the option to extend the term for two separate 1-year periods.

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.

Attachments (3)

c: Mike Konopka, Jerry Gay

PROFESSIONAL SERVICES AGREEMENT

RFP No. 7249

For

PROFESSIONAL DESIGN SERVICES

between

The City of Waterbury, Connecticut

and

H.F. Lenz Company

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and H.F. Lenz Company, having a place of business located at 101 Centerpoint Drive, Suite 237, Middletown, Connecticut, a State of Connecticut duly registered domestic limited liability company (the "Contractor").

**WHEREAS**, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

**WHEREAS**, the Contractor submitted a proposal to the City responding to RFP No. 7249 for architectural / engineering design services for assessment of mechanical system alterations for the Waterbury Arts Magnet School (WAMS) and The Palace Theater; and

**WHEREAS**, the City selected the Contractor to perform services regarding RFP No. 7249; and

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

**NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

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

- 1.1. The Project consists of and the Contractor shall provide architectural / engineering design services for assessment of mechanical system alterations for the Waterbury Arts Magnet School (WAMS) and The Palace Theater

as further detailed and described in **Attachment A** and 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 The City's solicitation documents, RFP No. 7249 (attached hereto)
- 1.1.2 H.F. Lenz Company Revised Cost Proposal dated June 21, 2022 (attached hereto)
- 1.1.3 H.F. Lenz Company Response to RFP No. 7249 attached hereto
- 1.1.4 Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference
- 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
- 1.1.8 Required Contract Provisions ARPA Funded Projects

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 This Contract document.
- 1.2.2 H.F. Lenz Company Revised Cost Proposal dated June 21, 2022.
- 1.2.3 H.F. Lenz Company Response to RFP No. 7249 attached hereto
- 1.2.4 The City's solicitation documents, RFP No. 7249.
- 1.2.5 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

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, if applicable, 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.

**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 condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of 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, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

**3.5. Standard of Performance.** All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the 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 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 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** 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 Contractor 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 Contractor shall deliver periodic, written reports as requested by 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, (iii) 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 (iv) any and all additional useful and/or relevant information. Each report shall be signed by an Executive Officer.

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 remedy(ies) 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.** The term of this Contract shall commence upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, and terminate September 30, 2024 upon completion of the contracted services and work, unless sooner terminated as provided by this agreement. The City shall have the right to extend the term of this contract for two separate 1-year periods, on the same terms and conditions as this contract, by giving written notice of its election to exercise each extension at least 30 days prior to the expiration of the base term of the contract. ("Contract Time").

**5.1.** Time is and shall be of the essence for all Project milestones, including the completion date for the Project. Within Fourteen (14) days after the date of execution of this Agreement, the Contractor shall submit for the City of Waterbury's approval a schedule for the performance of the Contractor's services. The schedule shall include allowances for periods of time required for the City's review, for the performance of the City's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the City, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Contractor or City. Contractor agrees that the schedule to be established shall have the project design to be performed by Contractor in such a state of completion that the construction documents will be completed by January 6, 2023. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will ensure completion thereof within the Contract time stated herein. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the design and bid specification phase work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor's actions or inactions cause said date to be unattainable.

**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 Thirty-Seven Thousand Five Hundred Dollars (\$237,525.00).

**6.1. 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.

**6.1.1** 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 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. 7249 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.

**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 (except for the defense of professional liability claims asserted against the City, unless such defense is available to the City through Contractor's professional liability insurance policy), 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 reasonable attorney's fees arising out of or resulting from the delivery of the services, 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, and any claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, and (ii) are, 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 and (iii) with respect to claims within the scope of coverage afforded under the general liability, auto liability or umbrella coverages required under Section 9.4, 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; or (iv) enforcement action or any claim for breach of the Contractor duties 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 the City's 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 (except for the defense of professional liability claims asserted against the City unless such defense is available to the City through Contractor's professional liability insurance policy) 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, but only to the extent such fine, penalty or other amount imposed on the City is caused by the acts, errors or omissions of Contractor, its subcontractor or agent.

## **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 so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

**9.2.** At no additional cost to the City, the 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 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 each accident any auto, all owned and hired autos**

**9.4.3 Professional Liability Insurance: \$1,000,000.00 each wrongful act. \$1,000,000.00 aggregate limit**

Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

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 date of this contract. If the policy is replaced and/or the retroactive date changes, then the expiring policy must be

endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

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

EL Each Accident **\$1,000,000.00**

EL Disease Each Employee **\$1,000,000.00**

EL Disease Policy Limit **\$1,000,000.00**

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

**9.4.5 Excess/Umbrella Liability Insurance:** **\$1,000,000.00** per occurrence, **\$1,000,000.00** aggregate

**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 Liability shall be endorsed to add the City and its Board of Education as additional insureds 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 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 are 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 on all lines of coverage except Professional Liability as their interests may appear"**. 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 Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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



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

**10.1. Permits, Laws, and Regulations.** Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. 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 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** The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made 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 rates apply to all ARRA funded contracts regardless of the contract's dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

**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 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 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.

**12. Intentionally left blank.**

**13. Termination.**

**13.1. Termination of Contract for Cause.** If, 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 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

**13.1.1** In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall 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 upon not less than thirty (30) calendar days prior written notice 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. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

**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 fourteen (14) 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. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

#### **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., this shall not include the use of third party licenses, provide 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. this shall not include the use of third party licenses, (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 and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

**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:

**15.1.** Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

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

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

**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 which approval shall not be unreasonably withheld,. 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.

**16.1.** 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 as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly 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, 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 A, 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 change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

**26. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **RFP No. 7249** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7249**.

**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.

**29. 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.

**30. 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.

**31. 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.

**32. 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: H.F. Lenz Company  
101 Centerpoint Drive, Suite 237  
Middletown, CT 06457

City: City of Waterbury  
Department of Education  
c/o Chief Operating Officer  
235 Grand Street, 1<sup>st</sup> Floor  
Waterbury, CT 06702

**33. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.**  
The Person (the term "Person" shall herein be as defined in Section 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

**32.1.** It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the

City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

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

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

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

**32.5.** Upon a showing that a subcontractor made a kickback to the City, a prime 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 owed 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 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 "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

**32.11.** The 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.

**(signature page follows)**

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

**WITNESSES:**

**CITY OF WATERBURY**

Sign: \_\_\_\_\_

By: \_\_\_\_\_

Print name:

Neil M. O'Leary, Mayor

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Print name:

**WITNESSES:**

**H.F. Lenz Company**

Sign: \_\_\_\_\_

By: \_\_\_\_\_

Print name:

Its: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Print name:

## ATTACHMENT A

1. The City's solicitation documents, RFP No.7249 (attached hereto)
2. Bidder's Revised Cost Proposal dated June 21, 2022, (attached hereto)
3. Bidder's Response to RFP No. 7249 attached hereto
4. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
5. Certificates of Insurance, incorporated by reference
6. All applicable Federal. State and local statutes, regulations charter and ordinances. (Incorporated by reference)
7. All Required Licenses See attached Document
8. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached

**REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED  
PROJECTS**  
dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.
- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs,

activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.

- 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:

- 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- 1.15.2 Contractor acknowledges that Executive Order 13166, “Improving Access to Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury’s directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor’s programs, services, and activities.
- 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
- 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor’s successors, transferees, and assigns for the period in which such assistance is provided.

- 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.



- 1.17        Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.18        Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19        If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: “This project is supported, in whole or in part, by federal award number \_\_\_\_\_ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20        The Contractor shall protect all Whistleblowers as follows:
- a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
  - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
  - c) The list of persons and entities referenced in the paragraph above includes the following:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Treasury employee responsible for contract or grant oversight or management;
    - v. An authorized official of the Department of Justice or other law enforcement agency;
    - vi. A court or grand jury; or
    - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

**REQUEST FOR PROPOSAL #7249**  
**BY**  
**THE CITY OF WATERBURY**  
**DEPARTMENT OF EDUCATION**  
**FOR**  
**ARCHITECTURAL/ENGINEERING DESIGN SERVICES**  
**FOR ASSESSMENT OF MECHANICAL SYSTEM ALTERATIONS (HVAC) FOR THE**  
**WATERBURY ARTS MAGNET SCHOOL (WAMS) AND THE PALACE THEATER**

The City of Waterbury, Department of Education (hereinafter "City"), is seeking Proposals for ARCHITECTURAL / ENGINEERING DESIGN SERVICES for ASSESSMENT OF MECHANICAL SYSTEM ALTERATIONS FOR THE WATERBURY ARTS MAGNET SCHOOL (WAMS) AND THE PALACE THEATER (the "Project") with the intention of entering into a contract for the furnishing all labor, materials, tools and equipment necessary to execute and properly finish the Project, as detailed and described herein.

This Contract pertains to a project funded in whole or in part, under the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) and/or under the Elementary and Secondary School Emergency Relief Supplemental Appropriations Act of 2021 signed into law December 27, 2020 (ESSER II Fund) and/or American Rescue Plan Elementary and Secondary School Emergency Relief Fund signed into law March 11, 2021.

Contractor is required to comply with all applicable Federal statutes, executive orders, regulations, rules and interpretive guidance issued by the U.S. Treasury Department, U.S. Office of Management and Budget or any other Federal agency. This Contract is subject to 2 C.F.R. Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury's implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension. A listing of Federal Requirements and Representations that Contractor must comply with are set forth in Attachment A to the Contract that is part of the RFP #7249 package.

**A. Background and Intent**

The Board of Education has engaged a firm that has been completing a Long-Range Infrastructure Facility Study which included the examination of all school facilities, with respect to current and future condition and capacity and preparation of a Facilities Master Plan. The Study reviewed the quality of existing education infrastructure and included recommendations for repair and renovation as necessary. The Study has indicated that the Waterbury Arts Magnet School's MEP, life safety, security systems and emergency power currently serve the Palace Theater.

The current system's design has had a negative impact on the school's equipment based on the continuous additional loads required by the Palace Theater. The successful respondent will have the opportunity to work with the City to survey these facilities in detail, and develop the design and specifications by which to introduce a new stand-alone central plant capable of independently serving the Palace Theater's mechanical equipment and life safety needs.

The goal of this project is to provide as much utility, MEP infrastructure and operational

isolation between the Palace Theater and the WAMS facility, in order to allow for independent facility expense budget allocation and operations between the Waterbury DOE and The Palace Theater. To achieve this goal, a cost/benefit analysis will be required to be performed by the successful Proposer, in order to inform The City how much operational independence can be practically achieved without incurring inordinate design and construction costs to the City, as well as major disruption to ongoing school activities and schedules.

## **B. Qualifications**

Eligible proposers will be those consultants, businesses, and institutions that have the following qualifications:

1. Experience and expertise in regard to providing the types of, or similar services, as those set forth in the Scope of Services. Provide a minimum of three (3) examples of projects by which the proposer believes satisfies this qualification.
2. Experience on school construction projects of similar scope and technical requirements within the last five (5) years. Specifically, experience working with the CT Department of Administrative Services, Office of School Construction Grants and Review (OSCG&R) and thorough understanding of policies and procedures with school construction grants.
3. A proven track record in providing these types of or similar services in the Connecticut municipal market and understanding of standards and requirements typical for such services.
4. Adequate staff/employees to perform/complete the work in a timely manner.
5. Knowledge of, and compliant with, all applicable federal and State laws and regulations governing the services to be provided under this RFP.
6. At the time of contract award, has or will have sufficient capacity, facilities, equipment, labor, financial capability, and experience to provide all services required hereunder throughout the Contract Term, plus any extensions thereof, and to conduct all such services in a regulatory-compliant and reliable manner.
7. Provide a minimum of three (3) examples of projects by which the proposer believes satisfies the above qualifications.

## **C. Scope of Services**

### **1. Scope of Projects**

#### **A. Project – Establish independent MEP systems for the Palace Theater and address all Impacts to existing systems for the Waterbury Arts Magnet School**

##### **I. Anticipated Project Scope:**

- a. Assess the existing MEP systems serving both the approximately 220,000 square foot Waterbury Arts Magnet School and the approximately 65,000 square foot Palace Theater located at 16 South Elm Street, Waterbury, CT 06706 and design new stand-alone building MEP systems to independently serve the Palace Theater.
- b. Assess the existing precast concrete parking garage roof level to determine if it could support any additional equipment required for the Palace

- Theater's new equipment. Additional design may be required for structural reinforcement at equipment and mechanical pad locations.
- c. Assess the existing power exhaust system serving the existing air handling units and incorporate into the design new exhaust fans as required to establish two separate systems independent of one another.
  - d. Assess impact to existing boilers, chillers, emergency generator, and associated infrastructure to building loads and determine what (if any) corrective action is required.
  - e. Assess logistics and schedule impact of any resulting decommissioning, demolition and installation of large equipment based on existing conditions.
  - f. Assess the current Fire Alarm and Life Safety system in the Palace Theater basement that is fed from the Waterbury Arts Magnet School and design solutions that allow for the two buildings to operate separately.
  - g. Assess current mechanical zones within the Palace Theater dressing rooms throughout the basement to incorporate flexibility for different heating and cooling requirements.
  - h. Assess current insufficiency of humidity control throughout the Palace Theater.
  - i. Design the addition of a domestic water heating system to independently serve the Palace Theater.
  - j. Locate and detail how the implementation of the new design will be achieved with existing system components, including but not limited to:
    - i. HVAC infrastructure and distribution
    - ii. BMS controls
    - iii. Electrical switchgear and wiring infrastructure
    - iv. Fire and Security panels and network.
    - v. Domestic water metering and distribution
  - k. Once a complete scope of work is determined within the two separate buildings, manage its implementation via the Design Services listed below.
  - l. All work intended to be coordinated and performed outside of school operating hours.

## **2. Scope of Design Services**

### **A. Project Administration and Management Services**

- I. Project Administration services consisting of administrative function including:
  - a. Consultation
  - b. Research
  - c. Conferences
  - d. Communications
  - e. Travel Time
  - f. Direction of the work of in-house architectural personnel
- II. Discipline Coordination/Document Checking:
  - a. Coordination of the architect's work and the work of engineering and other disciplines involved in the Project
  - b. Review and checking of documents prepared for the Project by the architect and the architect's consultants

### III. Agency Consulting/Review/Approval

- a. Agency Consultations
- b. Research of critical applicable regulations
- c. Preparation of written and graphical explanatory materials
- d. Appearances on the Owner's behalf at agency and community meetings (if required)
- e. Planning boards (Building Committee's)
- f. User Organizations
- g. All applicable Utility rebates and incentives

### IV. Owner Supplied Data Coordination, including:

- a. Review and coordination of data furnished for the projects as a responsibility of the Owner
- b. Assistance in establishing criteria
- c. Assistance in obtaining data, including, documentation of existing conditions

### V. Schedule Development/Monitoring Services, including:

- a. Establishment of initial schedule for architectural services, decision making, design, documentation, contracting, and construction based on determination of scope of Architectural services
- b. Review and update of previously established schedules during subsequent phases

### VI. Presentation services consisting of presentations and recommendations by the architect to the following client representatives:

- a. Owner and Owner's Representatives
- b. Building Committee's
- c. Staff Committee's
- d. User Groups

## 3. Pre-Design Services

### A. Programming Services consisting of consultation to establish and document the following detailed requirements for the project:

- I. Design objectives, limitations, and criteria
- II. Operating procedure
- III. Security
- IV. Performing work within a fully operational school building
- V. Communication relationships

### B. Existing Facilities Surveys consisting of researching, assembling, and supplementing information for projects involving alterations and additions to existing facilities:

- I. Photography
- II. Field measurements
- III. Review of existing design data
- IV. Analysis of existing structural capabilities
- V. Analysis of existing to remain mechanical (plumbing, fire protection, HVAC)

concerning newly designed stand-alone system)

- VI. Review of existing drawings for critical inaccuracies and the development of required measured drawings.
- VII. Analysis of Hazmat implications to Project. Manage inspections, testing, and reports to be implemented into the project if determined to be required.

#### **4. Site Development Services**

- A. Site Analysis consisting of:
  - I. On site observations
  - II. Overall site analysis
  - III. Analysis of deed, zoning, and other legal restrictions (if required)

#### **5. Architectural Design / Documentation**

- A. During the Schematic Design Phase, responding to program requirements and preparing:
  - I. Review of Project's Program and Budget.
  - II. Preliminary floor plans, sections, and interior elevations
  - III. Outline specification with narrative of building systems and materials.
  - IV. Identify a minimum of three different equipment manufacturers to allow for competitive bidding and supply chain impacts to the schedule
- B. During the Design Development Phase consisting of continued development and expansion of architectural Schematic Design Documents to establish the scope, relationships, forms, size and appearance of the Project through:
  - I. Plans, sections, and elevations
  - II. Typical construction details
  - III. Specifications
- C. During the Contract Documents Phase consisting of preparation of Drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project.

#### **6. Mechanical Design / Documentation**

- A. During the Schematic Design Phase consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions in narrative form for maintaining the infrastructure for:
  - I. Heating and ventilation
  - II. Air conditioning
  - III. Fire protection
  - IV. General space requirements.
- B. During the Design Development Phase consisting of continued development and expansion of mechanical Schematic Design Documents and development of Specifications or materials lists to establish:
  - I. Basic MEP systems protection plans with equipment layouts
  - II. Equipment layout

- III. Equipment schedule depicting size and coordination details for roof work impacts
- IV. Mechanical curb, and penetration flashing details
- C. During the Contract Documents Phase consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the mechanical construction requirements for the Project.

## **7. Special Design / Documentation**

- I. Preparation and coordination of special Drawings and Specifications for obtaining bids or prices on alternate subdivisions of the Work based upon current market conditions and supply demand for selected finishes and equipment selected for technology upgrades.
- II. Preparation and coordination of special Drawings and Specifications for obtaining alternate bids or prices on changes in the scope of the Work.
- III. Preparation and coordination of Drawings, Specifications, Bidding Documents and schedules for out-of-sequence bidding or pricing of subdivisions of the Work.
- IV. Preparation and coordination of Drawings, Specifications and Bidding Documents for multiple prime contracts for subdivisions for the Work.
- V. Preparation of School Construction documentation and forms for Pre-Bid Conference Review (PCR) by the Office of School Construction and Grant Review (OSG&R).
- VI. Coordination of all selective demolition or unique logistics required to perform the work.

## **8. Systems' Equipment Research / Specifications**

- A. During the Schematic Design Phase consisting of:
  - I. Identification of potential systems and equipment and their criteria and quality standards consistent with the conceptual design.
  - II. Investigation of availability and suitability of a minimum of three alternative mechanical systems, and equipment.
- B. During the Design Development Phase consisting of activities by in-house design personnel in:
  - I. Development of Performance Specifications, itemized lists, and brief form identification of significant systems and equipment, including their criteria and quality standards
  - II. Coordination of similar activities of other disciplines
  - III. Production of design manual including design criteria and Specifications or material lists
- C. During the Contract Documents Phase consisting of activities of in-house design personnel in:
  - I. Development and preparation of Specifications describing systems and equipment, workmanship, quality and performance criteria required for the construction of the Project
  - II. Coordination of the development of Specifications by other disciplines

- III. Compilation of Project Manual related to design services
- IV. Assistance to the Owner, as required, related to bidding and procurement information

## **9. Bidding Services**

- A. Bidding Materials services consisting of organizing and handling Bidding Documents for:
  - I. Coordination
  - II. Reproduction
  - III. Completeness review
- B. Addenda services consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions, and notice(s) of changes in the bidding schedule and procedure.
- C. Bidding services consisting of:
  - I. Participation in pre-bid conferences
  - II. Responses to questions from Bidders or proposers and clarifications or interpretations of the Bidding Documents
  - III. Optional attendance at bid opening(s)
  - IV. Participation in contractor scope review meetings
  - V. Review and final approval of materials as required for Value Engineering
- D. Analysis of Alternates/Substitutions consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior or subsequent to receipt of bids or proposals.

## **10. Contract Administration**

- A. Submittal Services consisting of:
  - I. Processing of submittals, including receipt, review of appropriate action on Shop Drawings, Product Data, Samples, and other submittals required by the Contract Documents
  - II. Distribution of submittals to Owner, Contractor and/or Architect's field representative as required.
  - III. Related communications.
- B. Observation Services consisting of:
  - I. Weekly visits to the site or as otherwise agreed to by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed.
  - II. Prepare and distribute field observation reports for each site visit, documenting the status of the work and ensuring its accordance with Contract Documents.
- C. Supplemental Documentation Services consisting of:
  - I. Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by the Contractor(s) or the Owner.
  - II. Forwarding Owner's instructions and providing guidance to the



Contractor(s) on the Owner's behalf relative to changed requirements and schedule revisions.

- D. Quotation Request/Change Orders consisting of:
  - I. Preparation, reproductions and distribution of Drawings and Specifications to describe Work to be added, deleted, or modified.
  - II. Review and approval of proposals from the Construction Manager / Contractor(s) for reasonableness of quantities and costs of labor and materials.
  - III. Review and recommendations relative to changes in time for Substantial Completion.
- E. Contract Cost Accounting Services consisting of:
  - I. Evaluation of Applications for Payment and certification thereof.
- F. Interpretations and Decisions:
  - I. Review of claims, disputes or other matters between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.
  - II. Rendering written decisions within a reasonable time.
- G. Project Closeout services initiated upon notice from the Contractor that the Work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:
  - I. A detailed inspection with the Owner's representative for conformity of the Work to the Contract Documents to verify the list submitted by the Contractor of items to be completed or corrected
  - II. Determination of the amounts to be withheld until final completion
  - III. Issuance of Certificate(s) of Substantial Completion
  - IV. Inspection(s) upon notice by the Contractor that the Work is ready for final inspection and acceptance
  - V. Notification to Owner and Contractor of the deficiencies found in follow-up inspection(s), if any
  - VI. Final inspection(s) with the Owner's representative to verify final completion of the Work
  - VII. Issuance of Certificate(s) of Final Completion
- H. Record Drawing Services:
  - I. Making arrangements for obtaining from the Contractor information in the form of marked-up prints, drawings and other data certified by them on changes made during performance of the Work
  - II. Review of general accuracy of information submitted and certified by the Contractor(s)
  - III. Transmittal of record documents and general data, appropriately identified, to the Owner and others as directed
- I. Warranty Review:
  - I. Consultation and recommendation to the Owner during the duration of warranties in connection with inadequate performance of materials,

from the Elementary and Secondary School Emergency Relief Fund/ ARPA ESSER Fund. Proposer to provide in their proposal, a commitment and timeline for the completion of the following project milestones to meet the schedule requirements:

1. Existing Conditions Assessment Report
2. Preliminary Design Documents Complete (DD Drawings / Specifications and identification of all listed approved manufacturers)
3. Construction Documents for Bidding Complete

## **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#7249 on April 19, 2022 at 9:30 AM, at the courtyard outside of the main entrance of the Waterbury Arts Magnet School located at 16 South Elm Street, Waterbury, CT 06706. THOSE NOT ATTENDING THE INFORMATION SESSION WILL NOT BE ELIGIBLE TO SUBMIT A PROPOSAL.***
3. Proposers must sign the items and any forms included in Attachment A. (Contract Compliance Packet).
4. All questions and communications 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 April 21, 2022**. Prospective proposers must limit their contact regarding this RFP#7249 to the Purchasing Director or such other person 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#7249, **along with any changes or amendments to this RFP#7249**, will be available via the City of Waterbury ProcureWare website **by April 26, 2022, 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.

systems, and equipment under warranty

- II. Documenting defects or deficiencies and assisting the Owner in preparing instructions to the Construction Manager/Contractor(s) for correction of noted defects

## **11. Supplemental Services**

- A. Special Studies consisting of investigation, research, and analysis of the Owner's special requirements for the Project and documentation of findings, conclusions, and recommendations for:
  - I. Providing special studies for the Project such as analyzing the existing conditions for the presence of hazardous materials.
  - II. Providing special studies for the Project such as analyzing the existing structure to understand any implications for maintaining the required parking count and building code requirements.
  - III. Providing special studies for the Project such as analyzing the impacts of the new design with existing acoustics from within the Palace Theater and Waterbury Arts Magnet Schools as well as negative impacts to adjacent spaces.
- B. Special Discipline Consultation, consisting of retaining, directing, and coordinating the work of special disciplines consultants identified from the following list, whose specialized training, experience and knowledge relative to specific elements and features of the Project are required for the Project:
  - I. Life Safety
  - II. Lighting
  - III. Acoustics
  - IV. Communications
  - V. Fire Protection
  - VI. Code Interpretation
  - VII. Specifications
  - VIII. Security
- C. Selective Demolition Services consisting of:
  - I. Preparation of Contract Documents for selective demolition of existing building components.
  - II. Preparation of Contract Documents for abatement of existing building components if required by Hazmat analysis during Pre-Design Services.
  - III. Observation services in accordance with contract administration.

## **D. Agreement Period**

/

Successful Proposer agrees that the Contract Time shall commence upon delivery of the City's written notice to proceed, which shall occur after the contract execution by both parties. The Successful Proposer agrees further that it shall complete all work and services required under this contract through June 2024.

The schedule for the work proposed is critical as it relates to securing funding

## **G. Management**

Any contract or purchase order resulting from this RFP will be managed by KBE and the School Inspector's Office.

## **H. Conditions**

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the 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 365 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 persons 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 satisfactorily meet 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 G.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 explanation 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.
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 original (clearly identified as such) and four 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 **10:30 AM on May 3, 2022**.

Mr. Kevin McCaffery  
Director of Purchasing  
City of Waterbury  
235 Grand Street  
Room 103  
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. Proposers shall also, as indicated in Attachment C, 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?
  - 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 of the nature 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.

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. 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 H.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 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.
- 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. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and 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 H.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).

- 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 making a selection. 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**

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 June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned

businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

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

\*\*\*\*\*.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\_GID=1806.

## **N. State DAS Requirements for Construction Projects**

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.

## ATTACHMENT C

**KEVIN MCCAFFERY**  
**DIRECTOR OF PURCHASING**  
**236 GRAND STREET**  
**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: \_\_\_\_\_

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**

**CITY OF WATERBURY**  
Insurance Bid Specifications Recommendation  
**RISK MANAGEMENT**

**Submitting Department:** BOE

**Contact Name:** Jerry Gay

**Description of Project/Work/Services:** HVAC Design

**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-".

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

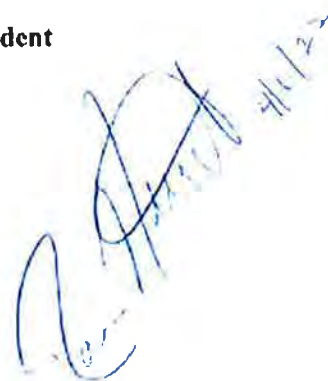
**Workers Compensation:**    WC Statutory Limits  
                                     Employer Liability (EL)  
                                     \$1,000,000 EL each Accident  
                                     \$1,000,000 EL Disease each Employee  
                                     \$1,000,000 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 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 and Builders Risk.



**ATTACHMENT E**

**DRAWINGS – FINAL 35% DESIGN – 28 PAGES**

**E001-E206**

**M001-M702**

**P001-P102**

**S101**

**PREPARED FOR:**

**104 SEBETH DRIVE**

**CROMWELL, CT 06416**

**BY**

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**© United Technologies**

**Siemens Industry, Inc.**  
**Building Technologies Division**

**SIEMENS**

**FILE**  
H.F. LENZ  
COMPANY  
Engineers

ငါ့အဖို့အသုံးပြု

101 Connor John Drive, Suite 237  
Middleton, CT 06040  
Phone: 860 314 2124

## FINAL 35% DESIGN

11/26/18

### DRAWING LIST

[illegible]

## CODE SUMMARY

[illegible]

## FLUORIDING LEADERS

- [illegible]

	by	the	author
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SIEMENS

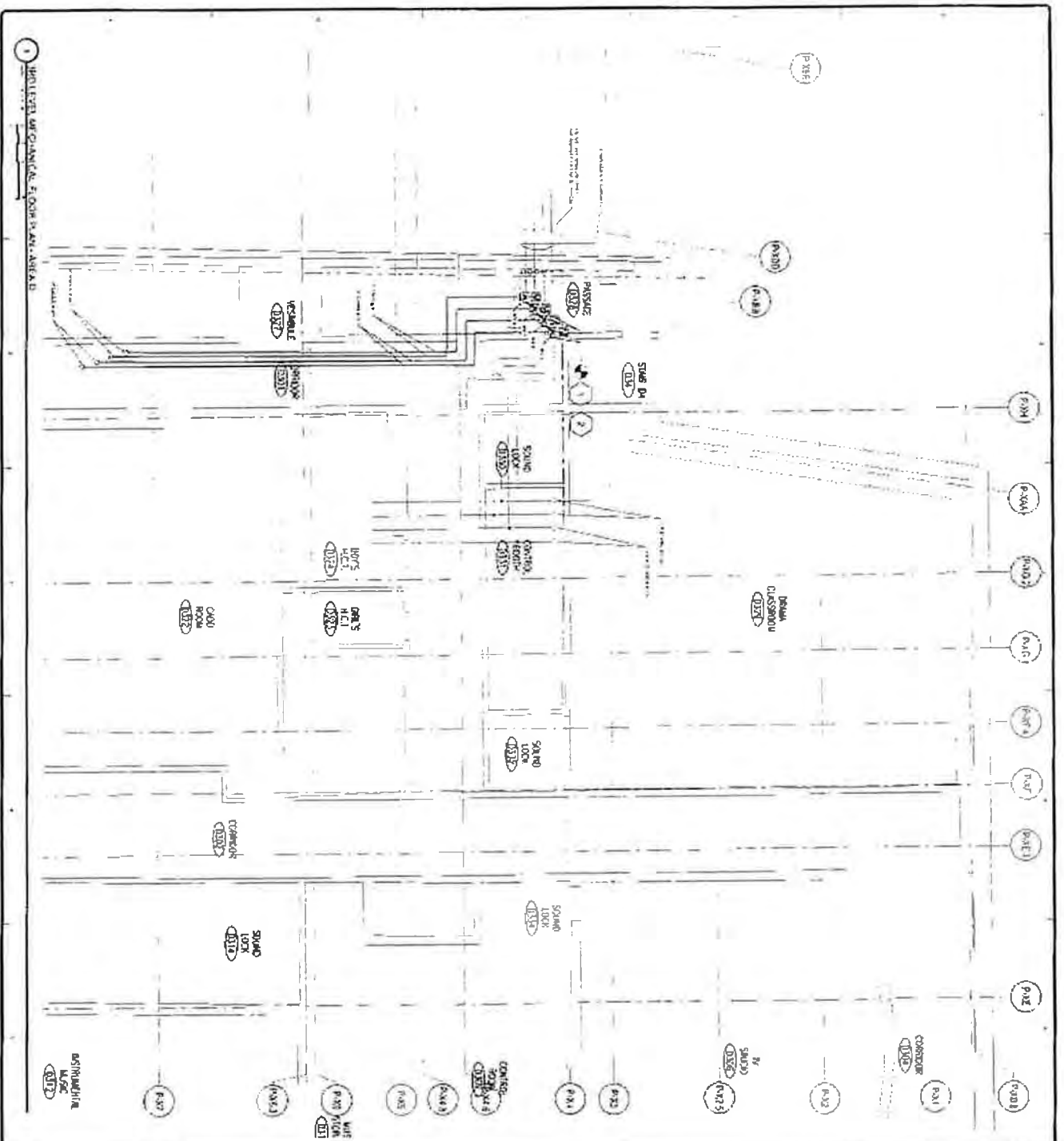
HIE LINZ  
COMPANY

NEW WATSON BUILDING PROJECT  
CONTRACTOR (1) POWER AND CONTROL  
TWO (2) CONDUIT RACKS  
2. CONTINUOUS TO DISCONNECT TO PMA, THE HILL, ATRM  
IN THE (1) CONDUIT

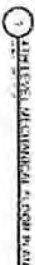
WATSON BUILDING  
THIRD FLOOR  
P100445

THIRD FLOOR  
RECEIVING PLANT  
P100445

M101



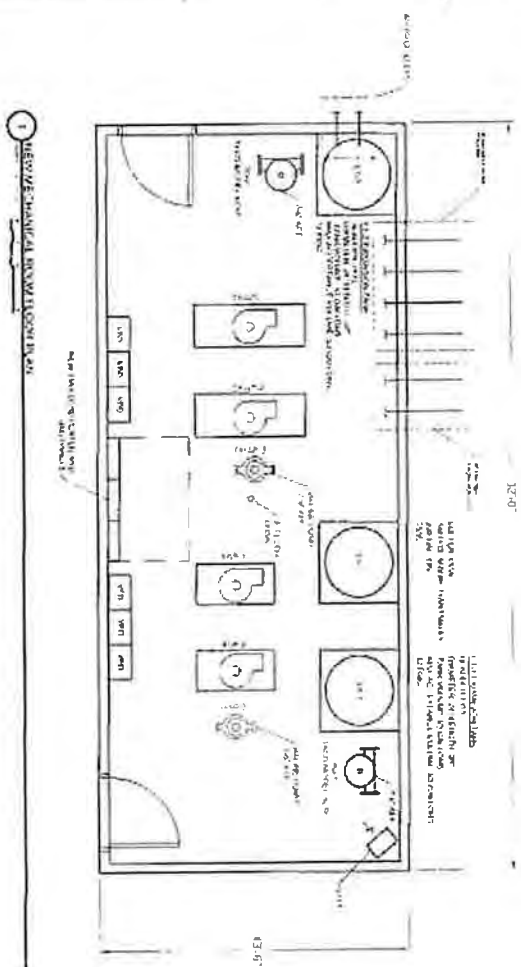
THIRD FLOOR  
RECEIVING PLANT  
P100445











THEORY OF MECHANICAL MOVEMENTS IN AN

PREFABRICATED MECHANICAL ROOM PUMP SCHEDULE									
Model	Capacity (GPM)	Head (ft)	Efficiency (%)	Power (HP)	Weight (lb)	Dimensions (L x W x H)	Material	Notes	Remarks
Model A	100	10	85	1.5	150	24" x 24" x 24"	Cast Iron	Standard	
Model B	150	15	80	2.5	250	30" x 30" x 30"	Cast Iron	Standard	
Model C	200	20	75	3.5	350	36" x 36" x 36"	Cast Iron	Standard	
Model D	250	25	70	4.5	450	42" x 42" x 42"	Cast Iron	Standard	
Model E	300	30	65	5.5	550	48" x 48" x 48"	Cast Iron	Standard	
Model F	350	35	60	6.5	650	54" x 54" x 54"	Cast Iron	Standard	
Model G	400	40	55	7.5	750	60" x 60" x 60"	Cast Iron	Standard	
Model H	450	45	50	8.5	850	66" x 66" x 66"	Cast Iron	Standard	
Model I	500	50	45	9.5	950	72" x 72" x 72"	Cast Iron	Standard	
Model J	550	55	40	10.5	1050	78" x 78" x 78"	Cast Iron	Standard	
Model K	600	60	35	11.5	1150	84" x 84" x 84"	Cast Iron	Standard	
Model L	650	65	30	12.5	1250	90" x 90" x 90"	Cast Iron	Standard	
Model M	700	70	25	13.5	1350	96" x 96" x 96"	Cast Iron	Standard	
Model N	750	75	20	14.5	1450	102" x 102" x 102"	Cast Iron	Standard	
Model O	800	80	15	15.5	1550	108" x 108" x 108"	Cast Iron	Standard	
Model P	850	85	10	16.5	1650	114" x 114" x 114"	Cast Iron	Standard	
Model Q	900	90	5	17.5	1750	120" x 120" x 120"	Cast Iron	Standard	
Model R	950	95	0	18.5	1850	126" x 126" x 126"	Cast Iron	Standard	
Model S	1000	100	-5	19.5	1950	132" x 132" x 132"	Cast Iron	Standard	
Model T	1050	105	-10	20.5	2050	138" x 138" x 138"	Cast Iron	Standard	
Model U	1100	110	-15	21.5	2150	144" x 144" x 144"	Cast Iron	Standard	
Model V	1150	115	-20	22.5	2250	150" x 150" x 150"	Cast Iron	Standard	
Model W	1200	120	-25	23.5	2350	156" x 156" x 156"	Cast Iron	Standard	
Model X	1250	125	-30	24.5	2450	162" x 162" x 162"	Cast Iron	Standard	
Model Y	1300	130	-35	25.5	2550	168" x 168" x 168"	Cast Iron	Standard	
Model Z	1350	135	-40	26.5	2650	174" x 174" x 174"	Cast Iron	Standard	

[illegible]

### PREFABRICATED MECHANICAL ROOM NOTES:

- 1 FULLY LOADED AND OPERATIONAL ROOM WEIGHT NOT TO EXCEED 10 PLS.
2. 30' X 12.5' X 12' ENDURANCE ROOM WITH R-10 INSULATED WALL AND ROOF PANELS, 16K BATTERY ROOM UNDER BASE.
3. ONE (1) 30W BATTERY UNIT WEIGHT INCLUDED
4. ONE (1) WALL-BOUNDED VENTILATION EXHAUST FAN WITH GRAVITY DAMPER INCLUDED
5. INTERIOR LED AMBIENT LIGHTING INCLUDED
6. EXTERIOR LED WALL LIGHTS INCLUDED
7. TWO (2) EMERGENCY / EXIT LED LIGHTS WITH BATTERY BACK-UP INCLUDED.
8. TWO (2) DUPLEX GFI 120 VAC CONVENIENCE RECEPTACLES INCLUDED
9. TWO (2) DEDICATED TOILET & SINK SINKS INCLUDED
10. ABSE SECTION IN CERTIFIED WELDING
11. SEE MAIN AND AUXILIARY AND CHW ONE-LINE DIAGRAMS FOR ADDITIONAL INFORMATION
12. ALL COMPONENTS SHOWN IN ROOM PLANS TO BE FURNISHED, INSTALLED, AND PIPED BY PRE-ABSTRACTED MECHANICAL ROOM BANNED TUNERS
13. EQUIPMENT PIPING NOT SHOWN FOR CLARITY PIPING TO BE FURNISHED AND INSTALLED WITH MECHANICAL ROOM
14. FULL SYSTEM OPERATION AND HYDROSTATIC TESTED PRIOR TO DELIVERY
15. UNIT SHALL BE PROVIDED BY THE FOLLOWING MANUFACTURERS OR APPROVED OTHER UPON REVIEW  
-ENVIRONMENTAL INC.  
-MODULAR MECHANICAL SOLUTIONS

**SIEMENS**

**THE**  
**COMPANY**

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1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
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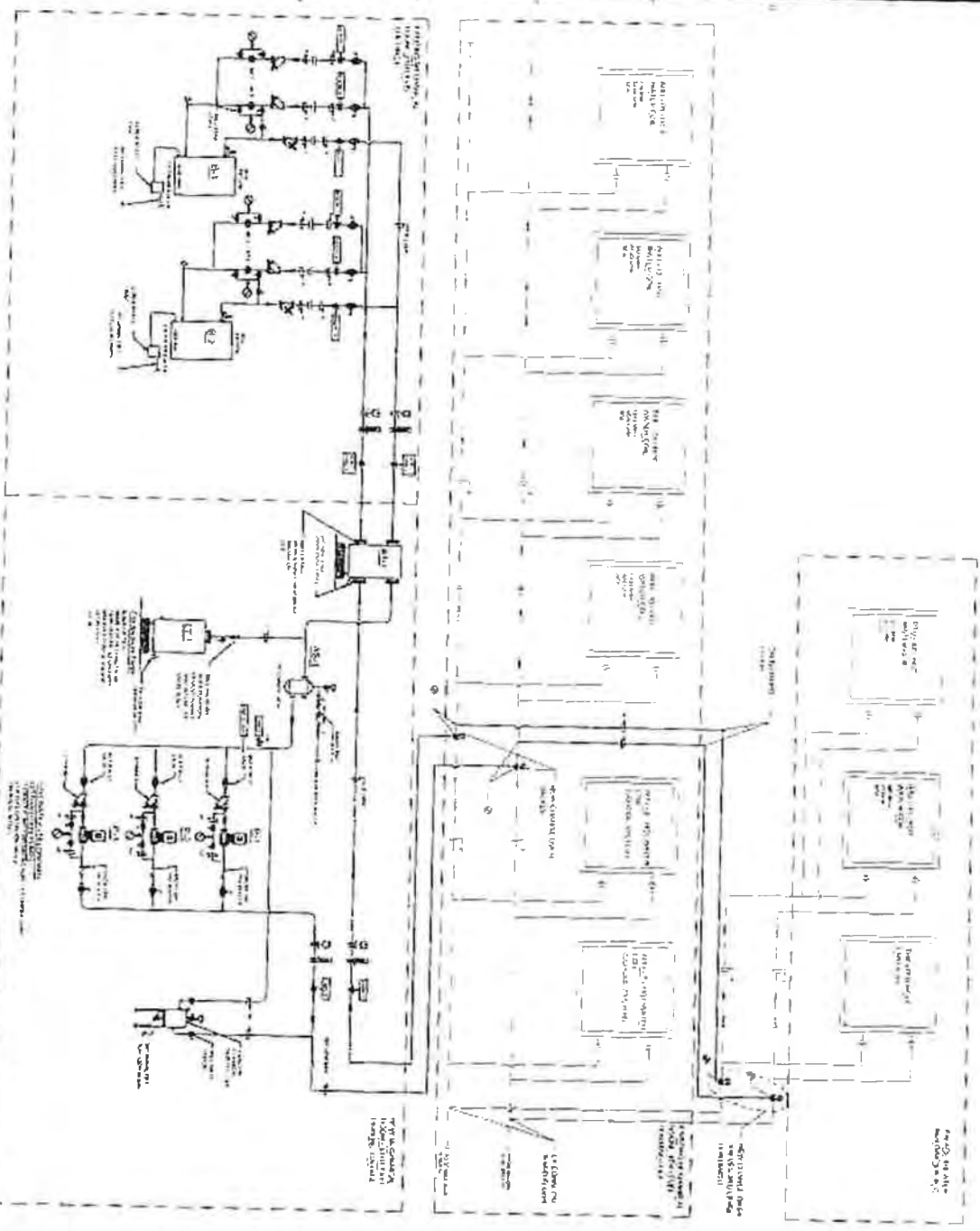
WATERGATE PALACE  
THEATRE HALL  
WINDMILLS

PERFABRICARE  
MECHANICAL ROOM  
PLAN, SCHEMATIC, A  
NOTES

# M301

Copyright © 1974 Siemens Aktiengesellschaft, Munich, Germany

# WATER TREATMENT PLANT



WATER TREATMENT PLANT

1. Raw Water Intake  
2. Coagulation and Flocculation  
3. Sedimentation  
4. Filtration  
5. Disinfection  
6. Clear Water Storage  
7. Sludge Handling

**SIEMENS**

**WATER TREATMENT PLANT**

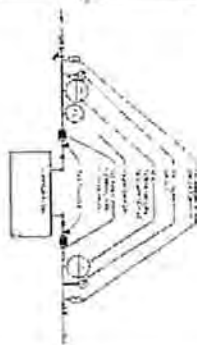
WATER TREATMENT PLANT  
1000000000

M401

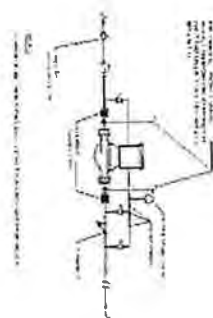


**NOTES:**

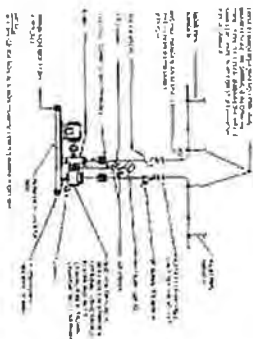
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING STANDARDS:



**CHILLER - PIPING CONNECTIONS**



**IN-LINE PUMPS - PIPING CONNECTIONS**



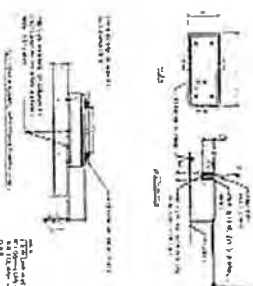
**END SUCTION PUMPS - PIPING CONNECTIONS**



**CHILLER UNIT SUPPORT DETAIL**



**PIPE HANGERS DETAIL**



**EQUIPMENT SUPPORT BASE DETAIL**

**SIEMENS**

**HEILIG**  
COMPANY

11/11/11

**WATERBURY PALACE**  
18 WATERBURY PL  
WATERBURY, MA 01567

**MICROSOFT**  
PRODUCTS

**M501**

**HOT WATER COOLER SCHEDULE**

Room No.	Room Name	Area (sq ft)	Volume (cu ft)	Water Temp (°F)	Flow (gpm)	Pressure (psi)	Notes
101	Office	100	100	120	1.0	10	
102	Office	100	100	120	1.0	10	
103	Office	100	100	120	1.0	10	
104	Office	100	100	120	1.0	10	
105	Office	100	100	120	1.0	10	
106	Office	100	100	120	1.0	10	
107	Office	100	100	120	1.0	10	
108	Office	100	100	120	1.0	10	
109	Office	100	100	120	1.0	10	
110	Office	100	100	120	1.0	10	

Notes:  
1. All rooms are served by a single hot water line.  
2. The hot water line is 1/2" diameter.  
3. The hot water line is 100 feet long.  
4. The hot water line is 100 feet long.  
5. The hot water line is 100 feet long.

**AIR COOLED CHILLER SCHEDULE**

Room No.	Room Name	Area (sq ft)	Volume (cu ft)	Water Temp (°F)	Flow (gpm)	Pressure (psi)	Notes
101	Office	100	100	120	1.0	10	
102	Office	100	100	120	1.0	10	
103	Office	100	100	120	1.0	10	
104	Office	100	100	120	1.0	10	
105	Office	100	100	120	1.0	10	
106	Office	100	100	120	1.0	10	
107	Office	100	100	120	1.0	10	
108	Office	100	100	120	1.0	10	
109	Office	100	100	120	1.0	10	
110	Office	100	100	120	1.0	10	

Notes:  
1. All rooms are served by a single air cooled chiller line.  
2. The air cooled chiller line is 1/2" diameter.  
3. The air cooled chiller line is 100 feet long.  
4. The air cooled chiller line is 100 feet long.  
5. The air cooled chiller line is 100 feet long.

**PUMP SCHEDULE**

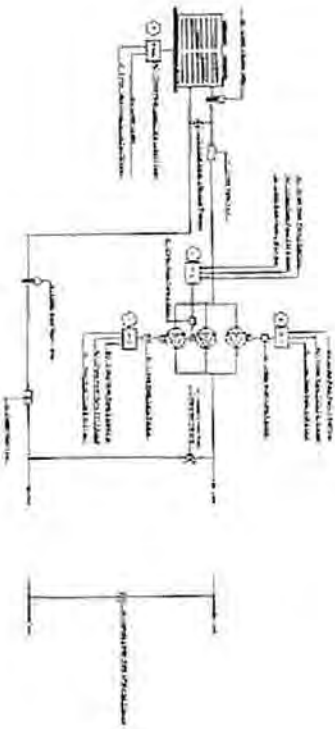
Room No.	Room Name	Area (sq ft)	Volume (cu ft)	Water Temp (°F)	Flow (gpm)	Pressure (psi)	Notes
101	Office	100	100	120	1.0	10	
102	Office	100	100	120	1.0	10	
103	Office	100	100	120	1.0	10	
104	Office	100	100	120	1.0	10	
105	Office	100	100	120	1.0	10	
106	Office	100	100	120	1.0	10	
107	Office	100	100	120	1.0	10	
108	Office	100	100	120	1.0	10	
109	Office	100	100	120	1.0	10	
110	Office	100	100	120	1.0	10	

Notes:  
1. All rooms are served by a single pump line.  
2. The pump line is 1/2" diameter.  
3. The pump line is 100 feet long.  
4. The pump line is 100 feet long.  
5. The pump line is 100 feet long.

**THREE WAY VALVE SCHEDULE**

Room No.	Room Name	Area (sq ft)	Volume (cu ft)	Water Temp (°F)	Flow (gpm)	Pressure (psi)	Notes
101	Office	100	100	120	1.0	10	
102	Office	100	100	120	1.0	10	
103	Office	100	100	120	1.0	10	
104	Office	100	100	120	1.0	10	
105	Office	100	100	120	1.0	10	
106	Office	100	100	120	1.0	10	
107	Office	100	100	120	1.0	10	
108	Office	100	100	120	1.0	10	
109	Office	100	100	120	1.0	10	
110	Office	100	100	120	1.0	10	

Notes:  
1. All rooms are served by a single three way valve line.  
2. The three way valve line is 1/2" diameter.  
3. The three way valve line is 100 feet long.  
4. The three way valve line is 100 feet long.  
5. The three way valve line is 100 feet long.



Item	Description	Quantity	Unit	Material	Notes
1	CHILLED WATER PUMP	1	EA	30 HP	
2	CONDENSER	1	EA	12" DIA	
3	COOLING TOWER	1	EA	12" DIA	
4	STORAGE TANK	1	EA	12" DIA	
5	STORAGE TANK	1	EA	12" DIA	
6	STORAGE TANK	1	EA	12" DIA	
7	STORAGE TANK	1	EA	12" DIA	
8	STORAGE TANK	1	EA	12" DIA	
9	STORAGE TANK	1	EA	12" DIA	
10	STORAGE TANK	1	EA	12" DIA	
11	STORAGE TANK	1	EA	12" DIA	
12	STORAGE TANK	1	EA	12" DIA	
13	STORAGE TANK	1	EA	12" DIA	
14	STORAGE TANK	1	EA	12" DIA	
15	STORAGE TANK	1	EA	12" DIA	
16	STORAGE TANK	1	EA	12" DIA	
17	STORAGE TANK	1	EA	12" DIA	
18	STORAGE TANK	1	EA	12" DIA	
19	STORAGE TANK	1	EA	12" DIA	
20	STORAGE TANK	1	EA	12" DIA	

CHILLED WATER PUMP SCHEMATIC DIAGRAM

GENERAL NOTES:

1. CHILLED WATER PUMP

2. CONDENSER

3. COOLING TOWER

4. STORAGE TANK

5. STORAGE TANK

6. STORAGE TANK

7. STORAGE TANK

8. STORAGE TANK

9. STORAGE TANK

10. STORAGE TANK

11. STORAGE TANK

12. STORAGE TANK

13. STORAGE TANK

14. STORAGE TANK

15. STORAGE TANK

16. STORAGE TANK





# SYMBOL & ABBREVIATION SCHEDULE

## LIGHTING SYSTEM LEGEND

- 1. General lighting system
- 2. Emergency lighting system
- 3. Standby lighting system
- 4. Security lighting system
- 5. Flood lighting system
- 6. Stage lighting system
- 7. Architectural lighting system
- 8. Signage lighting system
- 9. Landscape lighting system
- 10. Outdoor lighting system
- 11. Indoor lighting system
- 12. Special lighting system
- 13. Low voltage lighting system
- 14. High voltage lighting system
- 15. Dimmable lighting system
- 16. Non-dimmable lighting system
- 17. Energy efficient lighting system
- 18. Traditional lighting system
- 19. Modern lighting system
- 20. Hybrid lighting system

## SWITCH LEGEND

- 1. Single switch
- 2. Double switch
- 3. Three way switch
- 4. Four way switch
- 5. Dimmer switch
- 6. Motion sensor switch
- 7. Photo eye switch
- 8. Remote control switch
- 9. Timer switch
- 10. Occupancy sensor switch
- 11. Temperature sensor switch
- 12. Humidity sensor switch
- 13. Air quality sensor switch
- 14. Sound sensor switch
- 15. Vibration sensor switch
- 16. Pressure sensor switch
- 17. Flow sensor switch
- 18. Level sensor switch
- 19. Weight sensor switch
- 20. Force sensor switch

## SENSOR LEGEND

- 1. Temperature sensor
- 2. Humidity sensor
- 3. Air quality sensor
- 4. Sound sensor
- 5. Vibration sensor
- 6. Pressure sensor
- 7. Flow sensor
- 8. Level sensor
- 9. Weight sensor
- 10. Force sensor
- 11. Proximity sensor
- 12. Infrared sensor
- 13. Ultrasonic sensor
- 14. Radar sensor
- 15. Lidar sensor
- 16. Camera sensor
- 17. Microphone sensor
- 18. Accelerometer sensor
- 19. Gyroscope sensor
- 20. Magnetometer sensor

## POWER SYSTEM LEGEND

- 1. AC power system
- 2. DC power system
- 3. Battery power system
- 4. Solar power system
- 5. Wind power system
- 6. Hydro power system
- 7. Geothermal power system
- 8. Biomass power system
- 9. Nuclear power system
- 10. Fusion power system
- 11. Antenna power system
- 12. Cable power system
- 13. Fiber optic power system
- 14. Wireless power system
- 15. Inductive power system
- 16. Capacitive power system
- 17. Resonant power system
- 18. Piezoelectric power system
- 19. Thermoelectric power system
- 20. Photovoltaic power system

## RECEPTACLE LEGEND

- 1. Standard receptacle
- 2. Grounded receptacle
- 3. Ungrounded receptacle
- 4. GFCI receptacle
- 5. AFCI receptacle
- 6. Surge protector receptacle
- 7. Data receptacle
- 8. Telephone receptacle
- 9. Coaxial receptacle
- 10. Fiber optic receptacle
- 11. Antenna receptacle
- 12. Cable receptacle
- 13. Fiber optic receptacle
- 14. Wireless receptacle
- 15. Inductive receptacle
- 16. Capacitive receptacle
- 17. Resonant receptacle
- 18. Piezoelectric receptacle
- 19. Thermoelectric receptacle
- 20. Photovoltaic receptacle

## FIRE ALARM SYSTEM LEGEND

- 1. Fire alarm system
- 2. Smoke alarm system
- 3. Carbon monoxide alarm system
- 4. Gas alarm system
- 5. Water alarm system
- 6. Flood alarm system
- 7. Intrusion alarm system
- 8. Panic alarm system
- 9. Emergency alarm system
- 10. Security alarm system
- 11. Access control system
- 12. Time access control system
- 13. Proximity access control system
- 14. Biometric access control system
- 15. Card access control system
- 16. Remote access control system
- 17. Mobile access control system
- 18. Cloud access control system
- 19. Hybrid access control system
- 20. Multi-factor access control system

## TELECOMMUNICATION LEGEND

- 1. Telephone system
- 2. Data system
- 3. Network system
- 4. Internet system
- 5. Intranet system
- 6. Extranet system
- 7. Cloud system
- 8. Mobile system
- 9. Wireless system
- 10. Wired system
- 11. Hybrid system
- 12. Multi-media system
- 13. Streaming media system
- 14. Voice over IP system
- 15. Video over IP system
- 16. File transfer system
- 17. Content management system
- 18. Collaboration system
- 19. Social media system
- 20. E-commerce system

## SOUND SYSTEM LEGEND

- 1. Loudspeaker system
- 2. Microphone system
- 3. Amplifier system
- 4. Mixer system
- 5. Equalizer system
- 6. Reverb system
- 7. Delay system
- 8. Crossover system
- 9. Filter system
- 10. Compressor system
- 11. Limiter system
- 12. Gate system
- 13. Expander system
- 14. De-esser system
- 15. Noise gate system
- 16. Auto-tune system
- 17. Pitch shifter system
- 18. Time signature system
- 19. Tempo system
- 20. Metronome system

## ABBREVIATIONS

- 1. AC - Alternating Current
- 2. DC - Direct Current
- 3. V - Volts
- 4. A - Amperes
- 5. W - Watts
- 6. Hz - Hertz
- 7. dB - Decibels
- 8. m - Meters
- 9. cm - Centimeters
- 10. mm - Millimeters
- 11. ft - Feet
- 12. in - Inches
- 13. s - Seconds
- 14. min - Minutes
- 15. hr - Hours
- 16. day - Days
- 17. week - Weeks
- 18. month - Months
- 19. year - Years
- 20. sec - Seconds

## GENERAL NOTES - ELECTRICAL

- 1. All electrical work shall be in accordance with the National Electrical Code (NEC) and all applicable local codes.
- 2. All electrical work shall be performed by a licensed electrician.
- 3. All electrical work shall be inspected and approved by the local authority having jurisdiction.
- 4. All electrical work shall be labeled and identified.
- 5. All electrical work shall be protected from damage.
- 6. All electrical work shall be grounded and bonded.
- 7. All electrical work shall be tested and balanced.
- 8. All electrical work shall be maintained and repaired.
- 9. All electrical work shall be documented and recorded.
- 10. All electrical work shall be safe and sound.
- 11. All electrical work shall be efficient and effective.
- 12. All electrical work shall be durable and long-lasting.
- 13. All electrical work shall be aesthetically pleasing.
- 14. All electrical work shall be cost-effective.
- 15. All electrical work shall be environmentally friendly.
- 16. All electrical work shall be socially responsible.
- 17. All electrical work shall be ethically sound.
- 18. All electrical work shall be legally compliant.
- 19. All electrical work shall be morally upright.
- 20. All electrical work shall be spiritually uplifting.

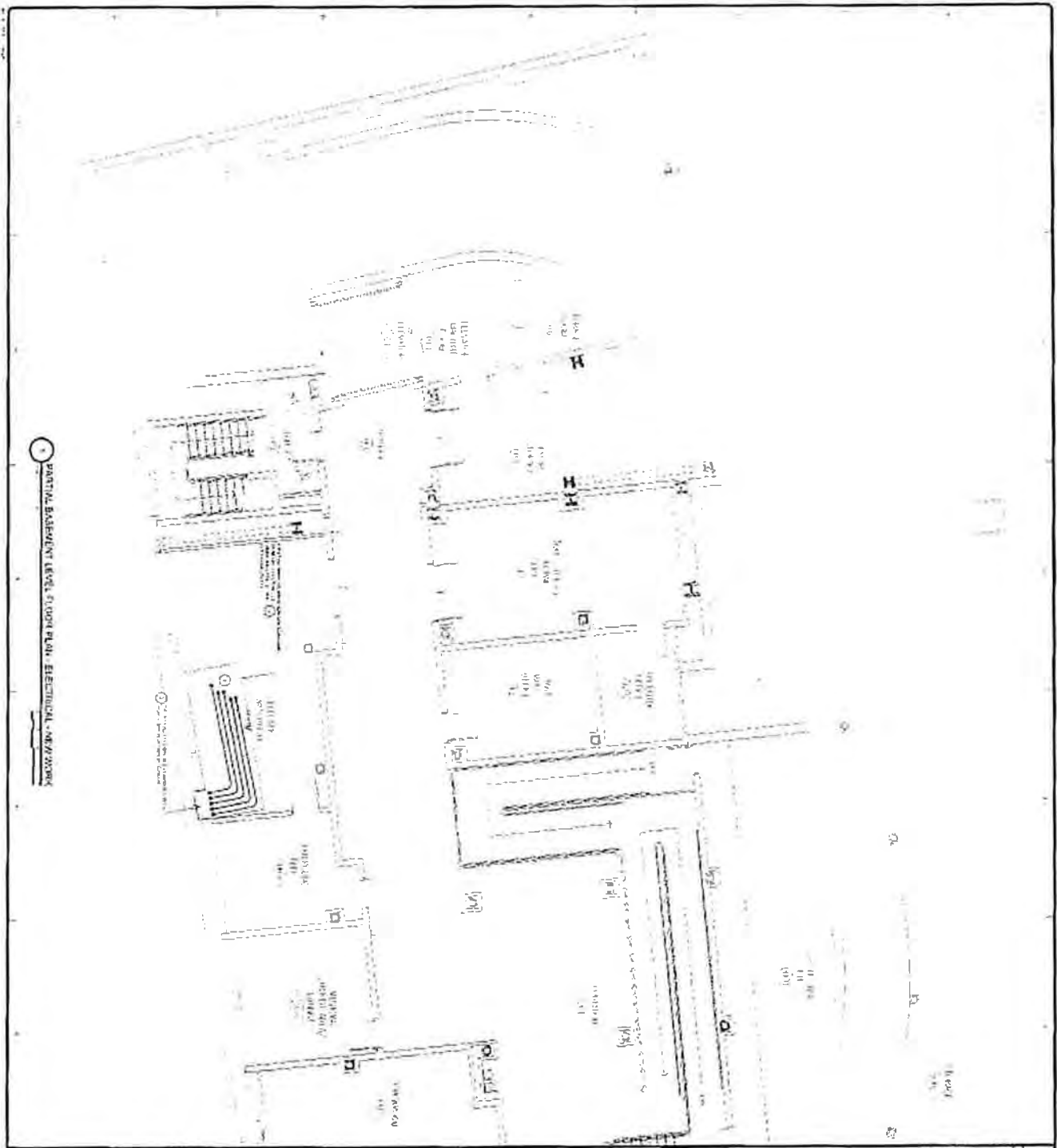


WIRING DIAGRAM  
TYPICAL PLATE  
UPDATES

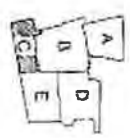
SYMBOLS  
ABBREVIATIONS  
GENERAL NOTES  
ELECTRICAL

E001





1 PARTIAL BASEMENT LEVEL (FLOOR PLAN, ELECTRICAL - NEW YORK)



NORTH

NOTES:  
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.  
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.  
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.

**SIEMENS**  
Building Division  
New York, N.Y.

**HIE**  
HIE COMPANY  
New York, N.Y.

WESTERN PALACE  
NEW YORK, N.Y.

PARTIAL BASEMENT  
LEVEL (FLOOR PLAN,  
ELECTRICAL - NEW YORK)

**E200**

SIEMENS

HIE  
HILF  
COMPANY

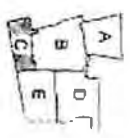
1. THESE DRAWINGS ARE TO BE USED FOR THE CONSTRUCTION OF THE ELECTRICAL INSTALLATION OF THE BUILDING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECT INTERPRETATION AND EXECUTION OF THE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECT INTERPRETATION AND EXECUTION OF THE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECT INTERPRETATION AND EXECUTION OF THE DRAWINGS.

WATERBURY PALACE  
HEATING  
ELECTRICAL

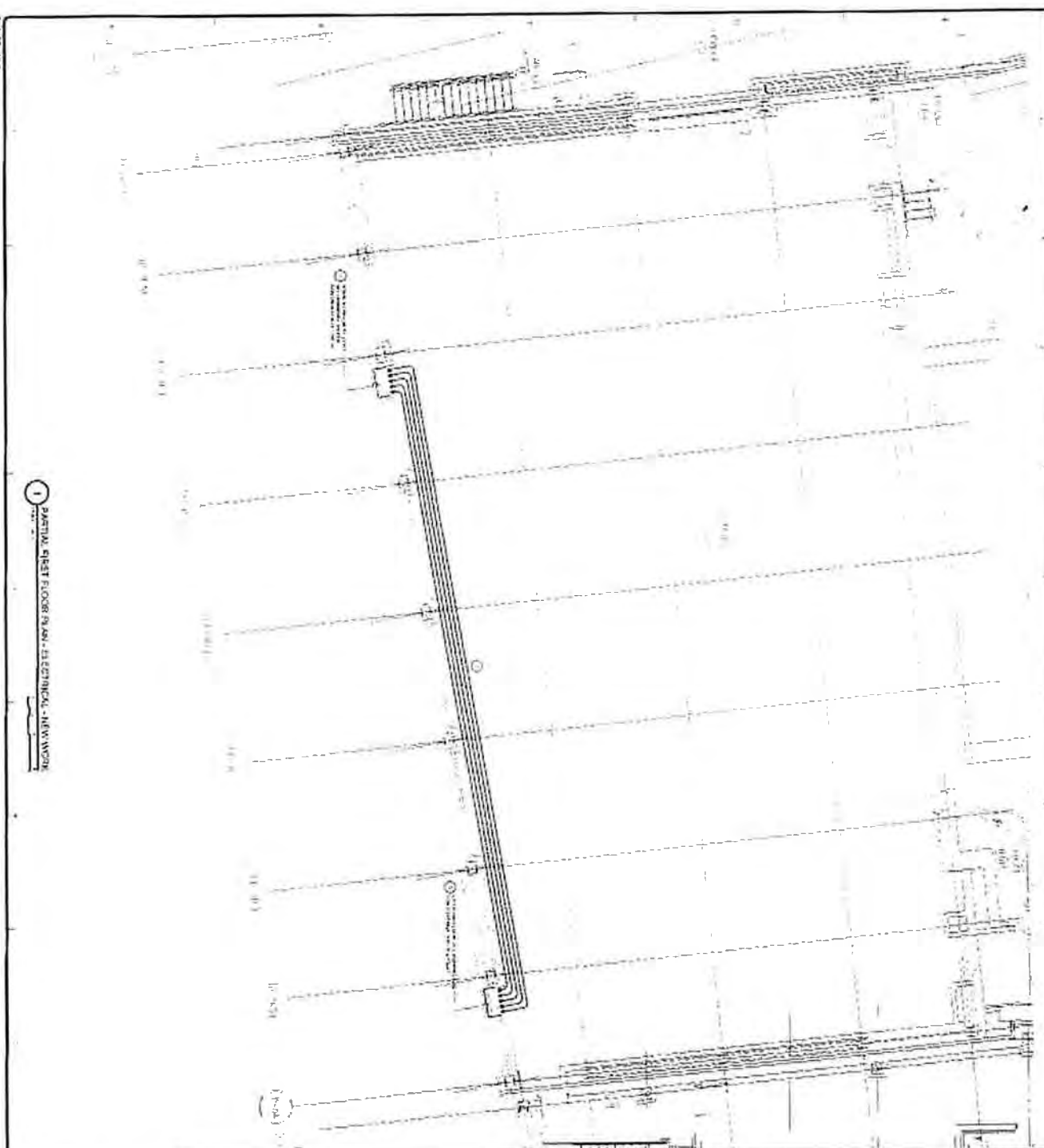
NO.	DESCRIPTION
1	WATERBURY PALACE
2	HEATING
3	ELECTRICAL

PARTIAL FIRST FLOOR PLAN - ELECTRICAL

E201



1 PARTIAL FIRST FLOOR PLAN - ELECTRICAL - NEW YORK



NEW YORK, N.Y. 10017

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**HILF LUNZ**  
COMPANY

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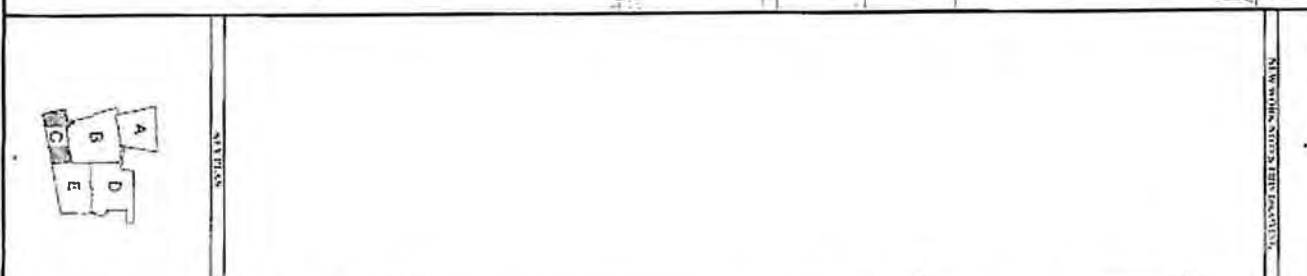
Mr. J. H. Lenz

Mr. J. H. Lenz

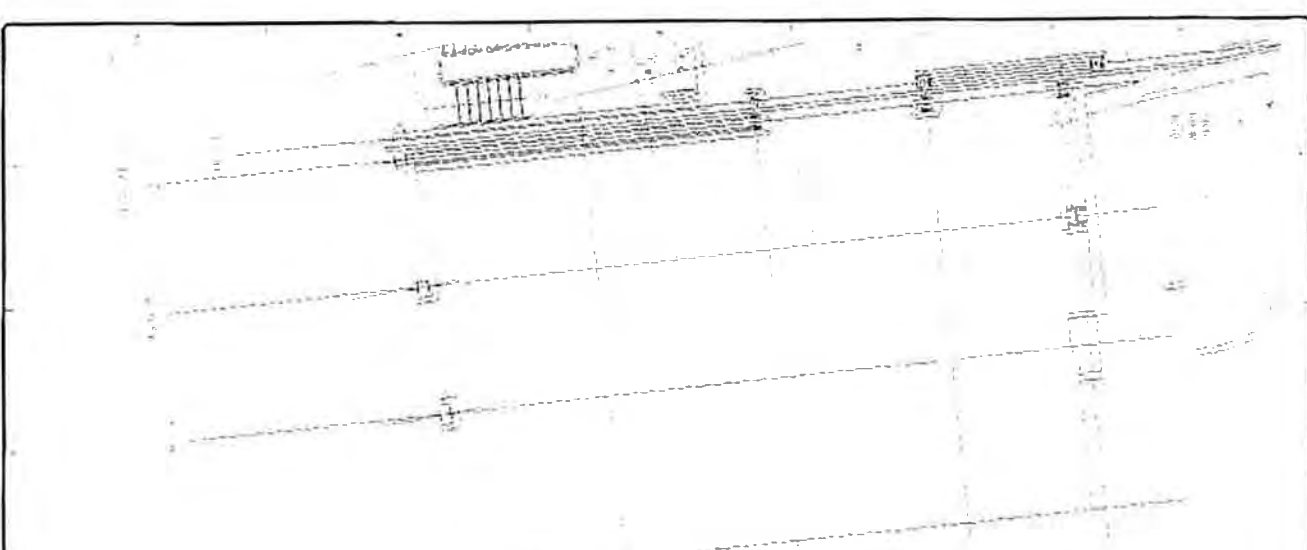
Mr. J. H. Lenz

Mr. J. H. Lenz

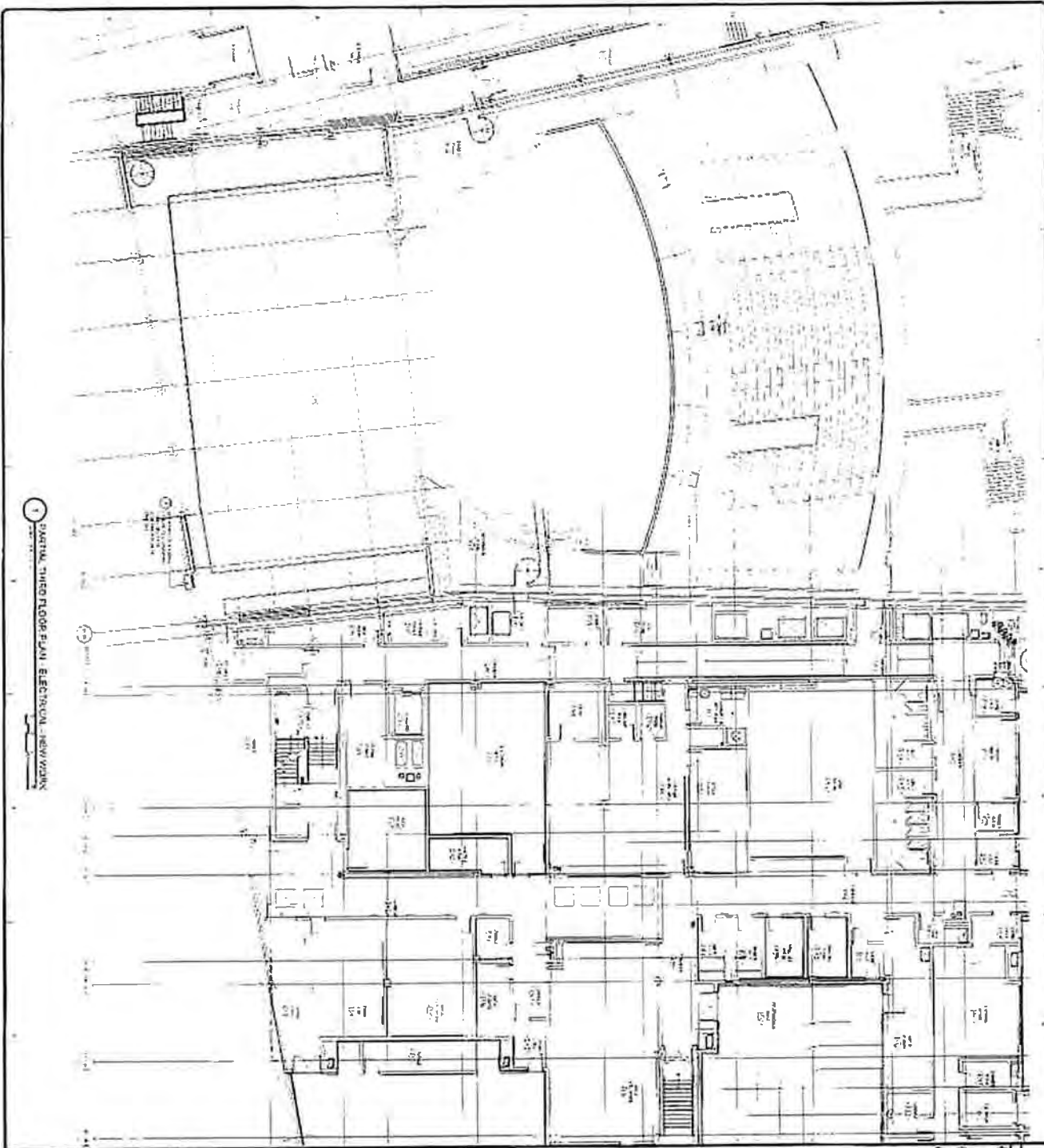
Mr. J. H. Lenz



**PARTIAL SECOND FLOOR PLAN ELECTRICAL AND MECHANICAL**



Scale: 1/8" = 1'-0"



1 PARTIAL THIRD FLOOR PLAN - ELECTRICAL - NEW YORK

NOTE: THE ABOVE DRAWING IS A PARTIAL THIRD FLOOR PLAN OF THE WATERBURY PALACE, NEW YORK, AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE DRAWING IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

SIEMENS

THE LEE COMPANY

WATERBURY PALACE  
NEW YORK  
ELECTRICAL

PARTIAL THIRD FLOOR  
ELECTRICAL



E203



1. Colloidal solution is said to be a suspension of colloidal particles in a continuous medium.

2. Colloidal solution is said to be a suspension of colloidal particles in a continuous medium.

3. Colloidal solution is said to be a suspension of colloidal particles in a continuous medium.

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10. Colloidal solution is said to be a suspension of colloidal particles in a continuous medium.

WETA-TV  
700 K Street NW  
Washington, DC 20004

Ref.	Year	Key word/subjects
1	1995	1995-1996, 1996-1997, 1997-1998, 1998-1999, 1999-2000, 2000-2001, 2001-2002, 2002-2003, 2003-2004, 2004-2005, 2005-2006, 2006-2007, 2007-2008, 2008-2009, 2009-2010, 2010-2011, 2011-2012, 2012-2013, 2013-2014, 2014-2015, 2015-2016, 2016-2017, 2017-2018, 2018-2019, 2019-2020, 2020-2021, 2021-2022, 2022-2023, 2023-2024, 2024-2025, 2025-2026, 2026-2027, 2027-2028, 2028-2029, 2029-2030, 2030-2031, 2031-2032, 2032-2033, 2033-2034, 2034-2035, 2035-2036, 2036-2037, 2037-2038, 2038-2039, 2039-2040, 2040-2041, 2041-2042, 2042-2043, 2043-2044, 2044-2045, 2045-2046, 2046-2047, 2047-2048, 2048-2049, 2049-2050, 2050-2051, 2051-2052, 2052-2053, 2053-2054, 2054-2055, 2055-2056, 2056-2057, 2057-2058, 2058-2059, 2059-2060, 2060-2061, 2061-2062, 2062-2063, 2063-2064, 2064-2065, 2065-2066, 2066-2067, 2067-2068, 2068-2069, 2069-2070, 2070-2071, 2071-2072, 2072-2073, 2073-2074, 2074-2075, 2075-2076, 2076-2077, 2077-2078, 2078-2079, 2079-2080, 2080-2081, 2081-2082, 2082-2083, 2083-2084, 2084-2085, 2085-2086, 2086-2087, 2087-2088, 2088-2089, 2089-2090, 2090-2091, 2091-2092, 2092-2093, 2093-2094, 2094-2095, 2095-2096, 2096-2097, 2097-2098, 2098-2099, 2099-2100, 2100-2101, 2101-2102, 2102-2103, 2103-2104, 2104-2105, 2105-2106, 2106-2107, 2107-2108, 2108-2109, 2109-2110, 2110-2111, 2111-2112, 2112-2113, 2113-2114, 2114-2115, 2115-2116, 2116-2117, 2117-2118, 2118-2119, 2119-2120, 2120-2121, 2121-2122, 2122-2123, 2123-2124, 2124-2125, 2125-2126, 2126-2127, 2127-2128, 2128-2129, 2129-2130, 2130-2131, 2131-2132, 2132-2133, 2133-2134, 2134-2135, 2135-2136, 2136-2137, 2137-2138, 2138-2139, 2139-2140, 2140-2141, 2141-2142, 2142-2143, 2143-2144, 2144-2145, 2145-2146, 2146-2147, 2147-2148, 2148-2149, 2149-2150, 2150-2151, 2151-2152, 2152-2153, 2153-2154, 2154-2155, 2155-2156, 2156-2157, 2157-2158, 2158-2159, 2159-2160, 2160-2161, 2161-2162, 2162-2163, 2163-2164, 2164-2165, 2165-2166, 2166-2167, 2167-2168, 2168-2169, 2169-2170, 2170-2171, 2171-2172, 2172-2173, 2173-2174, 2174-2175, 2175-2176, 2176-2177, 2177-2178, 2178-2179, 2179-2180, 2180-2181, 2181-2182, 2182-2183, 2183-2184, 2184-2185, 2185-2186, 2186-2187, 2187-2188, 2188-2189, 2189-2190, 2190-2191, 2191-2192, 2192-2193, 2193-2194, 2194-2195, 2195-2196, 2196-2197, 2197-2198, 2198-2199, 2199-2200, 2200-2201, 2201-2202, 2202-2203, 2203-2204, 2204-2205, 2205-2206, 2206-2207, 2207-2208, 2208-2209, 2209-2210, 2210-2211, 2211-2212, 2212-2213, 2213-2214, 2214-2215, 2215-2216, 2216-2217, 2217-2218, 2218-2219, 2219-2220, 2220-2221, 2221-2222, 2222-2223, 2223-2224, 2224-2225, 2225-2226, 2226-2227, 2227-2228, 2228-2229, 2229-2230, 2230-2231, 2231-2232, 2232-2233, 2233-2234, 2234-2235, 2235-2236, 2236-2237, 2237-2238, 2238-2239, 2239-2240, 2240-2241, 2241-2242, 2242-2243, 2243-2244, 2244-2245, 2245-2246, 2246-2247, 2247-2248, 2248-2249, 2249-2250, 2250-2251, 2251-2252, 2252-2253, 2253-2254, 2254-2255, 2255-2256, 2256-2257, 2257-2258, 2258-2259, 2259-2260, 2260-2261, 2261-2262, 2262-2263, 2263-2264, 2264-2265, 2265-2266, 2266-2267, 2267-2268, 2268-2269, 2269-2270, 2270-2271, 2271-2272, 2272-2273, 2273-2274, 2274-2275, 2275-2276, 2276-2277, 2277-2278, 2278-2279, 2279-2280, 2280-2281, 2281-2282, 2282-2283, 2283-2284, 2284-2285, 2285-2286, 2286-2287, 2287-2288, 2288-2289, 2289-2290, 2290-2291, 2291-2292, 2292-2293, 2293-2294, 2294-2295, 2295-2296, 2296-2297, 2297-2298, 2298-2299, 2299-2300, 2300-2301, 2301-2302, 2302-2303, 2303-2304, 2304-2305, 2305-2306, 2306-2307, 2307-2308, 2308-2309, 2309-2310, 2310-2311, 2311-2312, 2312-2313, 2313-2314, 2314-2315, 2315-2316, 2316-2317, 2317-2318, 2318-2319, 2319-2320, 2320-2321, 2321-2322, 2322-2323, 2323-2324, 2324-2325, 2325-2326, 2326-2327, 2327-2328, 2328-2329, 2329-2330, 2330-2331, 2331-2332, 2332-2333, 2333-2334, 2334-2335, 2335-2336, 2336-2337, 2337-2338, 2338-2339, 2339-2340, 2340-2341, 2341-2342, 2342-2343, 2343-2344, 2344-2345, 2345-2346, 2346-2347, 2347-2348, 2348-2349, 2349-2350, 2350-2351, 2351-2352, 2352-2353, 2353-2354, 2354-2355, 2355-2356, 2356-2357, 2357-2358, 2358-2359, 2359-2360, 2360-2361, 2

PARTIAL FOUNDED 1000  
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PLAN WORK SHEET 2 - ELEC. CONT'D

**SIEMENS**

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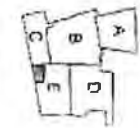
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PARTIAL FIFTH FLOOR  
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WATERBURY PLACE  
ELECTRICAL  
SCHEDULE

E205



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11





**ATTACHMENT F**

**SPECIFICATIONS FOR WATERBURY PALACE THEATER HVAC UPGRADES – 276 PAGES**

**SPECIFICATIONS**  
**FOR**  
**SIEMENS / NORESKO**  
**104 SEBETH DRIVE**  
**CROMWELL, CT 06416**  
**WATERBURY PALACE THEATER HVAC UPGRADES**

Prepared by

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Middletown, CT 06457

November 8, 2018  
HFL File No. 2017-3009.01

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SECTION 230500 - COMMON WORK RESULTS FOR HVAC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
  - 1. In the event of a direct conflict with the requirements of this Section and of those contained in Divisions 01, 05, 07, 08, 09, 26, or 31, the requirements of those other Divisions shall take precedence, but only if they are more demanding or restrictive.

1.2 SUMMARY

- A. This Section includes the following:
  - 1. General Project Requirements.
    - a. Definitions
    - b. Warranties
    - c. Basis of Design Products and Substitutions
    - d. Pre-Bid Site Visits
    - e. Interpretation of the Documents
    - f. Project Coordination
    - g. Sequencing and Scheduling
    - h. Temporary Shutdown of Existing Systems
    - i. Owner Instruction
    - j. Delivery, Storage, and Handling
    - k. Quality Assurance
  - 2. Coordination Drawings.
  - 3. Piping materials and installation instructions common to most piping systems.
  - 4. Indoor concrete housekeeping base construction requirements.
  - 5. Escutcheons.
  - 6. Fire- and smoke-stopping materials and systems.
  - 7. Dielectric fittings.
  - 8. Flexible connectors.
  - 9. Mechanical sleeve seals.
  - 10. Non-shrink grout for equipment installations.
  - 11. Emergency generator exhaust piping
  - 12. Engine-driven fire pump exhaust piping.
  - 13. Field-fabricated metal equipment supports.
  - 14. Equipment installation requirements common to equipment specification sections.
  - 15. Ceiling, wall, and shaft access panels.
  - 16. Control wiring.
  - 17. Integral motor starters and disconnect switches.

18. Construction during occupancy.
19. HVAC demolition.
20. Cutting and patching.
21. Excavating and backfilling.
22. Cleaning and protection.
23. Installation of pre-purchased equipment.
24. Painting and finishing.
25. AC Condensate drain piping.
26. Bollards.
27. Rooftop access [crossovers][ and ][service platforms].

### 1.3 DEFINITIONS

- A. Atmosphere: Outside the exterior walls and roof of a building.
- B. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct shafts, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, attics, crawl spaces, and tunnels.
- C. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.
- D. Exposed, Exterior Installations: Exposed to view outdoors, or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.
- E. Concealed, Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and in duct shafts.
- F. Concealed, Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants, but subject to outdoor ambient temperatures. Examples include installations within unheated shelters or inside equipment enclosures.
- G. Conditioned Space: Spaces within the insulated envelope of the building and provided with both mechanical heating and air conditioning, either directly or indirectly.
  1. Ceiling and floor plenums and ceiling spaces (areas between the finished ceiling and the structural floor or roof slab/deck above) are considered (indirectly) conditioned spaces.
- H. Unconditioned Space: Spaces lacking either mechanical heating or air conditioning, or both, and are outside of the insulated envelope of the building. Examples: Outdoor-air-ventilated crawlspaces and attics.
  1. Mechanical and electrical rooms, and similar spaces, that are only heated and outdoor-air-ventilated, or are only outdoor-air-ventilated, shall be considered unconditioned spaces.
- I. Furnish: Purchase and deliver to project site, ready for unloading, unpacking, assembly, installation, and similar subsequent requirements.

- J. Install: Operations at project site required to place furnished materials into use, including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, adjusting, commissioning, and similar requirements.
- K. Provide: Both furnish and install.
- L. May: Indicative of a Contractor's Option, or that which the Contractor is permitted to do, but not required to do.
- M. Shall: Indicative of a mandatory contract requirement, or that which the Contractor has a duty to perform.
- N. Must: Same meaning as "shall".
- O. The terms "approved", "equal", "acceptable", or "proper" and words of a similar meaning shall be understood to mean "meeting the design intent as determined by the Architect or Engineer".
- P. The terms "Engineer" and "Architect" used in these specifications are used interchangeably, and refer to the same entities - the design professionals of record.
- Q. References to "HC", "Heating Contractor", "HVAC Contractor", and "Mechanical Contractor" on the drawings depicting the HVAC system work shall refer to the contractor performing the work of Division 23.
- R. References to "EC" or "Electrical Contractor" on the drawings depicting the HVAC system work shall refer to the contractor performing the work of Division 26.
- S. Withstand, Resist: With respect to wind resistance ratings, "withstand" and "resist" shall mean to be without permanent deformation of components, fasteners and anchors, and be able to continue to function normally without water leakage or excessive vibration or air leakage, and meeting all scheduled functional performance requirements, after being subjected to the design wind speed from any direction.

#### 1.4 ACTION SUBMITTALS (of this Section)

- A. Product Data: Provide for the following:
  - 1. Dielectric fittings
  - 2. Rooftop access crossovers and service platforms
  - 3. Flexible connectors
  - 4. Mechanical sleeve seals
  - 5. Fire- and smoke-stopping materials
- B. Shop Drawings: Detail fabrication and installation for metal supports and anchorage for HVAC materials and equipment.

#### 1.5 INFORMATIONAL SUBMITTALS (of this Section)

- A. **Coordination Drawings:** Coordination drawings shall be prepared as specified in this Section [and as defined in Division 01. **Note that the requirements of this Section may be more restrictive and create additional requirements**].
1. Refer to the "Coordination" article elsewhere in this Section.
  2. No installation of permanent systems shall proceed until the coordination drawings are reviewed by the Architect / Engineer. No extra charges shall be allowed for changes required to accommodate installation of systems provided under other Divisions of this contract.
  3. Coordination drawings shall be developed from individual system shop drawings and contractor fabrication drawings. Electronic or other reproduced engineering design drawings used as coordination drawings are not acceptable.
  4. Coordination drawings shall be initiated by the Contractor responsible for the ductwork installation. That Contractor shall indicate, on the plans, equipment and duct locations and dimensions drawn to scale, taking into consideration and incorporating proper service and access clearances. The drawing shall then be given to the contractors installing piping, conduit for the inclusion of their work on the coordination drawing. All discrepancies and conflicts with the architectural layout of the building shall be noted on the coordination drawings. The Contractors of the various Divisions shall meet as required to resolve discrepancies with ductwork, piping, and conduit prior and to coordinate those elements on the coordination drawings. The Contractor who initiated the coordination drawings shall submit them for review to the Architect and Engineer. Coordination and installation of work not indicated on the coordination drawing shall be the responsibility of the Contractor responsible for that equipment. Any modifications required by any Contractor for equipment to be installed that is not shown on the coordination drawing shall be the responsibility of the Contractor who failed to indicate that equipment.
    - a. Coordination drawings shall be prepared for each general area and floor level and shall be of a scale not less than 1/4 inch per 1 foot. Mechanical and electrical rooms and areas with similar levels of congestion shall be prepared at 1/2 inch per foot.
    - b. Plans and elevations shall be prepared for shafts and chases containing more than one duct or the work of multiple trades at 1/4" per foot.
    - c. Electronic Format: Shall match that described elsewhere in this specification for Closeout Submittals.
  5. Detail major elements, components, and systems of HVAC equipment and materials in relationship with other systems, installations, and building components. Show space requirements for installation and access. Indicate if sequence and coordination of installations are important to efficient flow of the Work. Include the following:
    - a. Planned ductwork layout, including all duct accessories (dampers, silencers, access doors, etc.) and control devices (airflow measuring stations, sensors, etc.).
    - b. Planned piping layout, including valve and specialty locations, meters and gauges, control devices (control valves, flow meters, sensors, etc.), and valve-stem movement.
    - c. Clearances for installing and maintaining insulation.
    - d. Clearances for servicing and maintaining equipment, accessories, and specialties, including space for disassembly required for periodic maintenance.
    - e. Hangers and supports for ductwork, piping, and equipment, including the size and magnitude of all point loads.
    - f. Access paths through mechanical rooms.
    - g. Equipment and accessory service connections and support details.



- h. Sizes and locations of access panels in ceilings, shafts, walls, etc.
  - i. Exterior wall and foundation penetrations.
  - j. Fire- and smoke-rated wall and floor penetrations. Indicate UL directory file number for the fire/smoke stopping system proposed at each penetration.
  - k. Sizes and location of required concrete pads and bases.
  - l. Scheduling, sequencing, movement, and positioning of large equipment into building during construction.
  - m. Floor plans, elevations, and details to indicate penetrations in floors, walls, and ceilings and their relationship to other penetrations and installations.
  - n. Reflected ceiling plans to coordinate and integrate installation of air outlets and inlets, light fixtures, communication system components, sprinklers, and other ceiling-mounted items.
6. **Liquidated Damages:** The value of the coordination drawings shall be identified as a line item in the Schedule of Values. If the coordination drawings are not submitted as required, their value shall be credited to Owner in accordance with the provisions of the General Conditions. **The value of coordination drawings shall be a minimum of two (2.0) percent of the Contract Amount.**
7. Access Panel Schedule: List of sizes, types, locations, and required purpose for all access panels in ceilings, shafts, walls, etc.

1.6 CLOSEOUT SUBMITTALS (this Section)

- A. Electronic Files: Provide electronic files of all ductwork and piping shop drawings **[and interdisciplinary coordination drawings]** in AutoCAD 2014 format or later version, unless Division 01 stipulates otherwise. Include the \*.ctb file used for plotting and all xref files. Do not bind xrefs to the base files. The contractor is encouraged to use the e-transmit function in AutoCAD. Also provide drawings in a PDF format. Revit models are an acceptable alternate to AutoCAD.
1. Files shall be submitted on DVDs or flash memory drives (drives will not be returned to the Contractor), unless Division 01 stipulates otherwise.
- B. Operations and Maintenance Manuals: Provide the owner with three (3) sets of operation and maintenance (O&M) manuals for all systems, materials, and equipment furnished under this contract before final acceptance of the contract work. O&M manual shall be bound in hard back 3-ring binders with table of contents and tab inserts/dividers. O&M manuals shall include no less than the following:
- 1. Parts and material lists, including contact information for product representative or other place to purchase.
  - 2. List of normally replaced items, such as filters, fuses, belts, seals, gaskets, etc., indicating style, rating, size, etc., and contact information for product representative or other place to purchase.
  - 3. Installation, servicing, maintenance, and operating instructions for all systems and components with the place of original purchase and name and contract information of the person who can service the system.
  - 4. System and equipment startup, seasonal changeover, and seasonal shutdown with prestart checklists and precautions.

5. System and equipment troubleshooting guides.
6. Copies of manufacturers' and Contractor's guarantees and warranties.
7. Copies of approved submittals incorporating all comments and corrections noted during the final engineer review and reflecting field changes to systems and equipment:
  - a. Product data and shop drawings for all equipment.
  - b. Final, approved balancing report(s).
  - c. ATC product data and shop drawings, including component wiring diagrams, ATC wiring diagrams.
8. Schedule of all motors, starters, and controllers under this Contract with the following information included:
  - a. Location
  - b. All nameplate data
  - c. Overload rating and manufacturer's number
  - d. Actual full-load amperes
  - e. Overcurrent protection
9. Copies of all inspection certificates and approvals from all inspection agencies.

#### 1.7 GENERAL PROJECT COORDINATION

- A. Coordinate and furnish in writing to the Architect/Engineer information necessary to permit the work to be installed satisfactorily and with the least possible interference or delay.
- B. When work is installed without proper coordination, changes to this work deemed necessary by the Architect shall be made to correct the conditions without extra cost to the Owner.
- C. The Contractor shall submit for approval all equipment to be located in these areas in a single submittal[, along with the coordination drawings of that same area and the spaces immediately below, above, and adjacent it showing piping, ductwork, conduit, roof structural framing, and any other related structural and architectural elements]. Any equipment submitted in isolation[ or an equipment submittal package submitted which lacks the above described partial coordination drawings] [will][may] be rejected at the discretion of the Engineer and will not be reviewed until it is deemed complete.

#### 1.8 COORDINATION WITH THE COMMISSIONING AGENT

- A. A dedicated Commissioning Agent shall be hired by the Owner for system certification at the completion of construction. The Contractor shall assist the Commissioning Agent by supporting tasks as directed by the Agent.
- B. Refer to Section XXXXXX
- C. The Contractor shall perform their own functional testing and commissioning of the systems as elsewhere detailed in the Division 23 Specifications to verify that the systems are installed in full accordance with the documents and the requirements of the equipment manufacturers, as applicable, prior to the start of work by the Commissioning Agent.

- D. no less than one (1) week prior to the instruction periods.
- E. Forward to the Architect / Engineer the signatures of all those who attended the instruction sessions.
- F. Refer to Division 01 for additional instruction requirements.

#### 1.9 QUALITY ASSURANCE

- A. Steel Support Welding: Qualify processes and operators according to AWS D1.1, "Structural Welding Code--Steel."
- B. Steel Pipe Welding: Qualify processes and operators according to ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications."
  - 1. Comply with provisions in ASME B31 Series, "Code for Pressure Piping."
  - 2. Certify that each welder has passed AWS qualification tests for welding processes involved and that certification is current.
- C. Electrical Characteristics for HVAC Equipment: Equipment of higher electrical characteristics may be furnished provided such proposed equipment is approved in writing and connecting electrical services, circuit breakers, and conduit sizes are appropriately modified. If minimum energy ratings or efficiencies are specified, equipment shall comply with requirements.
- D. Minimum Energy Efficiency: Compressor-containing, fuel fired, and absorption refrigeration equipment shall meet the minimum efficiency requirements listed in the 2015 International Energy Conservation Code and ASHRAE 90.1-2010.

#### 1.10 DELIVERY, STORAGE, AND HANDLING

- A. Deliver pipes and tubes with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe end damage and prevent entrance of dirt, debris, and moisture.
- B. Protect stored pipes and tubes from moisture and dirt. Elevate above grade. Do not exceed structural capacity of floor, if stored inside.
- C. Protect flanges, fittings, and piping specialties from moisture and dirt.
- D. Store plastic pipes protected from direct sunlight. Support to prevent sagging and bending.

#### 1.11 SEQUENCING AND SCHEDULING

- A. Coordinate HVAC equipment installation with other building components.
- B. Arrange for pipe spaces, chases, slots, and openings in building structure during progress of construction to allow for HVAC installations.

- C. Coordinate installation of required supporting devices and set sleeves in poured-in-place concrete and other structural components, as they are constructed.
- D. Sequence, coordinate, and integrate installations of HVAC materials and equipment for efficient flow of the Work. Coordinate installation of large equipment requiring positioning before closing in building.
- E. Coordinate connection of HVAC systems with exterior underground and overhead utilities and services. Comply with requirements of governing regulations, franchised service companies, and controlling agencies.
- F. Coordinate requirements for access panels and doors if HVAC items such as dampers, valves and other equipment requiring access are concealed behind finished surfaces where no other means of access is available. Provide access panels and doors meeting the applicable requirements of Division 08.

#### 1.12 TEMPORARY SHUTDOWN OF EXISTING SYSTEMS

- A. Plan installation of new work and connections to existing work to insure minimum interference with regular operation of existing systems. Some temporary shutdown of existing systems may be required to complete the work.
- B. Submit to the Owner in writing for approval, proposed date schedule, time, and duration of necessary temporary shutdowns of existing systems. Submit schedule at least fourteen (14) calendar days in advance of intended shutdown or as indicated in Division 01. Shutdowns shall be made at such times as shall not interfere with regular operation of existing facilities and only after written approval of Owner. The Owner reserves the right to cancel shutdowns at any time prior to the shutdowns. To minimize conflict with Owner's operation, shutdowns shall be planned to occur on weekends. To insure continuous operation, make necessary temporary connections between new and existing work. The Contractor shall bear costs resulting from temporary shutdowns and temporary connections. No additional charges shall be allowed for Owner-canceled shutdowns that must be rescheduled.
- C. To minimize conflict with Owner's operation, shutdowns shall be planned to occur on weekends between 3:00 p.m. and 11:00 p.m., except fire alarm and fire protection system shutdowns, which shall occur on weekdays between 9:00 a.m. and 4:00 p.m. as approved by the Owner.

#### 1.13 PRE-BID SITE VISIT

- A. Bidders shall visit the site and become completely familiar with existing conditions prior to submitting their bid. No extra charges shall be allowed as a result of existing conditions. To schedule a site visit, contact the Owner at least 48 hours in advance of desired time of visit.

#### 1.14 INTENT AND REQUIRED INTERPRETATION OF THE CONSTRUCTION DOCUMENTS

- A. Provide complete and functional systems for the project. The systems shall conform to the details stated in these Specifications and shown on the Drawings. Items or work not shown or specified, but required for complete systems, shall be provided and conform to accepted trade practices.
- B. The Drawings and Specifications are presented to define specific system requirements and serve to expand on the primary contract requirements of providing complete and functional systems. The drawings are diagrammatic and indicate the general arrangement and routing of the systems included in this Contractor's work.
- C. Drawings and Specifications are intended to be complementary to each other, and contract required work only may be indicated in one of these two sources. Inclusion of a scope element in either alone, or both, obligates the Contractor to provide the indicated work.
  - 1. References in specific Specification sections to other Sections or to the Drawings are made for the Contractor's convenience only, and the omission of a potential reference shall not be interpreted by the Contractor as invalidating the other (unreferenced) provisions.
- D. Do not scale the Drawings. Because of the scale of the Drawings, it is not possible to indicate offsets, fittings, valves, piping and duct accessories and appurtenances, or similar items which may be required to provide complete operating systems. Carefully investigate conditions affecting the work associated with this project. Check and verify dimensions and existing conditions at the site. Install systems in such a manner that interferences between pipes, conduit, ducts, equipment, architectural and structural features are avoided. Provide items required to meet the project conditions without additional cost to the Owner.
  - 1. Unless there are explicit notes to the contrary on piping system flow diagrams, piping system flow diagrams are generally not intended to establish the quantity, type, and orientation of pipe elbows, tees, and caps, as the diagrams are schematic in nature and are not drawn to scale. In the event of a conflict between the graphical depictions on piping floor plans and flow diagram(s) with respect to pipe elbows, tees, and caps, the piping floor plan(s) shall take precedence.
  - 2. Many of the required piping appurtenances, valves, small or minor piping, control devices, sensors, and similar items are omitted from floor plans and sections for clarity purposes only. Refer to piping system flow diagrams, control diagrams, details, and specifications for additional required work (appurtenances) not shown on the floor plans and/or sections. The Contractor shall include in his bid price all devices shown on any one (or more) portion of the documents, as if they were shown in all locations (e.g. section, diagram, and floor plan).
- E. These documents may not explicitly disclose final details required for a complete systems installation; however, contractors shall possess the expertise to include the necessary appointments of complete operating systems.
- F. Should a bidding Contractor find conflicts or discrepancies in, or omissions from, the Drawings or Specifications, or should he be in doubt as to their meaning, the Contractor should at once notify the Architect, who will send written instructions to all bidders. If these are ignored by the Contractor, the Contractor will be responsible for furnishing the proper or workable equipment as deemed necessary by the Architect / Engineer. The same shall apply to conflicts or discrepancies between different drawings or between different specification sections.
- G. Details shown on the Drawings shall apply to all instances of such item or condition indicated elsewhere on the Drawings, with or without an explicit reference thereto.

- H. The Drawings and Specifications primarily indicate the work that is required by Contract. In selected instances, an indication of work that is NOT acceptable may be made in the Contract documents order to provide additional emphasis or clarity. The omission of a similar statement elsewhere in the Documents shall not be construed by the Contractor to mean that unspecified or unindicated work will be accepted or is permitted under this Contract.
- I. Where names of manufacturers of products are listed in the Specifications, the mere listing of a manufacturer's name, or of a specific product name does not relieve the Contractor of the obligation to meet all provisions of the Contract documents. All proposed products, even of those of manufacturers listed in the Specifications, are subject to the requirements of the Contract, and therefore are only acceptable provided that they meet the requirements of the Contract, as interpreted by the design professionals (Architect and Engineer).
- J. Where a code or standard is referenced, unless explicitly indicated otherwise, it shall be taken to refer to the most recent published version / edition at the time of bidding.
- K. In cases where equipment and materials are specified in the singular or plural number, it is intended that such reference shall apply to as many such items as are required to complete the installation.
- L. In these Specifications, the words "shall," "shall be," "shall include," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
- M. The meeting of specification requirements are the responsibility of the Contractor unless specifically stated otherwise.

#### 1.15 BASIS OF DESIGN PRODUCTS AND SUBSTITUTIONS

- A. Throughout the project specifications and drawings, materials and equipment may be indicated as the "basis of design" material or equipment. If the bidding Contractor desires to furnish equipment of a manufacturer other than that which is indicated to be the "basis of design", even if alternative manufacturer and product names are also listed, it is the full burden of the bidding Contractor to verify, prior to submitting a bid price, that the proposed product meets all of the project requirements and specifications. Any changes to the work, including changes to the work of other trades / Divisions, shall be borne by the Contractor at no additional cost to the Owner, and the proposed changes shall meet with the approval of the Architect / Engineer.
  - 1. Unless stipulated otherwise in Division 00 or 01, bidders may elect, during the bidding period, to request the Architect / Engineer's pre-approval, in writing, to substitute such item for the specified item and shall submit supporting data and samples if required, to permit a fair evaluation of the proposed substitution with respect to quality, serviceability and warranty. This request shall be made no less than 10 days prior to the Bid Date.
  - 2. When submitting for approval a product that was not listed as the basis of design, the Contractor shall explicitly indicate the following in the submittal:
    - a. All changes to the work which is required to accommodate the substitution. If no changes are required, then this should be stated instead. The Contractor is responsible for coordinating these changes with the affected trades.
    - b. All deviations from the contract requirements.

- 1) On an attached separate sheet, prepare a description of all proposed, minor deviations from the Contract requirements, along with a contract document reference. The Contractor's failure to explicitly identify such deviations shall, at the discretion of the Architect / Engineer, require the Contractor to replace already-installed work with work complying with the Contract at no additional cost to the Owner, should the deviation be evidenced to the Owner or Architect / Engineer at a later date.
- B. Where a product model number is indicated on the drawings or specifications and that product model is no longer available, the bid price shall include the currently available product model with the equal or greater quality, capacity, features, and warranty as the unavailable model listed.
- C. The Contractor is responsible for confirming that all specified products will be available in a timely manner to meet the contract schedule. Should the delivery time schedule of any specified product be an issue that could adversely affect the project schedule, the Contractor shall notify the Architect, in writing, within 14 days following the award of the Contract. Documentation as to when specified products were ordered and anticipated delivery dates will be required to be submitted to the Architect at this time.

#### 1.16 SUBMITTALS

- A. The Contractor shall provide product data and shop drawings for all equipment, products, and materials proposed for installation under this Contract. The equipment and product data and shop drawings shall be submitted to the Architect for approval before such equipment is delivered to the site. Provide manufacturer's performance curves showing all available performance characteristics with submittals for all fans and pumps utilized on the project. The Contractor shall submit samples as may be required by the Architect of any article or materials to be used under this Contract, which samples, if approved, may be used on the work after serving their purpose as samples.
- B. Identify submittals with the following information noted on each separate component of each submittal and also noted on the transmittal form:
  1. Project title and location.
  2. The Section number of the Section by which the proposed equipment is specified.
  3. The Drawing number or numbers of the Drawing or Drawings by which the proposed equipment is indicated.
  4. The name, address and telephone number of the supplier and the associated manufacturer.
  5. Submittals presented on sheets 8-1/2" by 14" or less shall be presented as part of a bound volume.
  6. Refer to the article herein titled "BASIS OF DESIGN PRODUCTS AND SUBSTITUTIONS" for all products which are not specified by manufacturer.
- C. Submittals shall be via email as PDF electronic files. An FTP or other file sharing site may be used where necessary due to large file sizes.
  1. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or revisions required, and return it.

2. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
  3. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals have received prior approval from Engineer.
  4. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
  5. Submittals not required by the Contract Documents may be returned by the Engineer without action.
- D. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on the day of receipt by the Engineer, or on the next business day following the Engineer's receipt if the transmission is made on a non-business day (Saturday, Sunday, or Holiday) or after 5:00 pm on a business day. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 calendar days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Resubmittal Review: Allow 15 calendar days for review of each resubmittal.

#### 1.17 WARRANTIES

- A. Defective equipment, materials or workmanship, including damage to the work provided under other Divisions of this contract, shall be replaced or repaired at no extra cost to the Owner for the duration of the stipulated guarantee periods.
- B. General Project Warranty: Unless specifically indicated otherwise in Division 01, the duration of the guarantee period shall be one (1) year following the date of Substantial Completion. Temporary operation of the equipment for temporary conditioning, testing, etc., prior to occupancy will not be considered part of the warranty period.
- C. Special Warranties: Special manufacturers' warranties that extend beyond the general warranty period are specified in other Division 23 Sections. Special warranties shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
1. Where the duration of a manufacturer's standard warranty exceeds that specified for the special warranty, the manufacturer's warranty shall take precedence.
  2. Where the duration of a manufacturer's standard warranty is less than that specified, the manufacturer shall provide a special warranty extension as required, and shall provide a certificate attesting to that extension with the equipment submittal. Failure to include that certificate with the submittal shall be grounds for rejection of the submittal.
  3. Special warranties shall defined be interpreted to be non-pro-rated, unless noted otherwise, and shall begin on the date of Substantial Completion.
  4. Special warranties and their obligations to the Owner which have been violated by the Contractor's actions (e.g. method of handling, installation, storage, operation, etc.) shall become the responsibility of the Contractor for the original factory warranty duration and



coverage. In such cases, the Contractor shall issue written documentation to the Owner attesting to the Contractor's acknowledgement of this responsibility.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Transition Pipe Fittings (Metal to Plastic):
  - a. Eslon Thermoplastics.
  - b. Thompson Plastics, Inc.
  - c. NIBCO, Inc.; Chemtrol Div.
2. Dielectric Flanges:
  - a. Capitol Manufacturing Co.
  - b. Central Plastics Co.
  - c. Epco Sales Inc.
  - d. Watts Industries, Inc.; Water Products Div.
  - e. Zurn Industries, LLC
3. Dielectric-Flange Isolation Kits (Hydronic):
  - a. Advance Products & Systems (APS), Inc.
  - b. Calpico, Inc.
  - c. Central Plastics Co.
4. Dielectric Nipples:
  - a. Grinnell Mechanical Products
  - b. Perfection Corp.
  - c. Victaulic Co.
5. Mechanical Sleeve Seals:
  - a. Calpico, Inc.
  - b. Flexicraft Industries
  - c. Metraflex Co.
  - d. GPT, an EnPro Industries Company
  - e. Proco Products Inc.
6. Fire- and Smoke-Stopping Materials and Assemblies:
  - a. Dow Corning Corp.
  - b. 3M Fire Protection Products
  - c. GE Silicones

- d. Hilti, Inc.
  - e. Specified Technologies Inc. (STI)
  - f. Legrand
7. Fire-Stop Pipe Sleeves:
- a. Hilti, Inc.
  - b. Holdrite
  - c. ProSet Systems Inc.
8. Disconnect Switches and Starters:
- a. Allen-Bradley
  - b. Cutler-Hammer
  - c. Siemens-Allis
9. Rooftop Access Crossovers and Service Platforms:
- a. PHP Systems / Design
  - b. Caddy Pyramid; a Div. of Pentair
  - c. Big Foot Systems
  - d. Miro Industries, Inc.

## 2.2 PIPE AND PIPE FITTINGS

- A. Refer to individual Division 23 piping Sections for pipe and fitting materials and joining methods.
- B. Pipe Threads: ASME B1.20.1 for factory-threaded pipe and pipe fittings.

## 2.3 JOINING MATERIALS

- A. Refer to individual Division 23 piping Sections for special joining materials not listed below.
- B. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents.
  - 1. Full-Face Type: For flat-face, Class 150 flanges.
  - 2. Narrow-Face Type: For raised-face, Class 300 flanges.
  - 3. Hydronic Applications: ASME B16.21, nonmetallic, flat, asbestos-free, 1/8-inch (3.2-mm) maximum thickness.
- C. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, unless otherwise indicated.
- D. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.
- E. Solder Filler Metals: ASTM B 32.

1. Alloy Sb5: 95 percent tin and 5 percent antimony, with 0.20 percent maximum lead content.
2. Flux: ASTM B 813, non-self-cleaning type.

F. Brazing Filler Metals: AWS A5.8.

1. Use Type BCuP (copper-phosphorus) alloy for joining copper socket fittings with copper pipe.
2. Use Type BAg (cadmium-free silver) alloy for joining copper with bronze or steel.

G. Welding Filler Metals: Comply with AWS D10.12 for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.

H. Solvent Cements: Manufacturer's standard solvent cements for the following:

1. CPVC Piping: ASTM F 493.
2. PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.

2.4 TRANSITION FITTINGS

- A. Plastic-to-Metal Transition Fittings: CPVC and PVC one-piece fitting with manufacturer's Schedule 80 equivalent dimensions; one end with threaded brass insert, and one solvent-cement-joint end.
- B. Plastic-to-Metal Transition Unions: MSS SP-107, CPVC and PVC four-part union. Include brass end, solvent-cement-joint end, rubber O-ring, and union nut.

2.5 DIELECTRIC FITTINGS

- A. General: Assembly or fitting with insulating material isolating joined dissimilar metals, to prevent galvanic action and stop corrosion.
- B. Description: Combination of copper alloy and ferrous [ **and stainless** ] steel; threaded, solder, plain, and weld-neck end types and matching piping system materials.
- C. Insulating Material: Suitable for system fluid, pressure, and temperature.
- D. Dielectric Flanges: ASSE 1079. Factory-fabricated, companion-flange assembly, for [150-] [ **or 300-** ]psig (1035- or 2070-kPa) minimum working pressure as required to suit system pressures.
- E. Dielectric-Flange Isolation Kits (Hydronic): Field-assembled, companion-flange assembly, full-face or ring type. Components include neoprene or phenolic gasket, phenolic or polyethylene bolt sleeves, phenolic washers, and steel backing washers.
  1. Provide separate companion flanges and steel bolts and nuts for [150-] [ **or 300-** ]psig (1035- or 2070-kPa) minimum working pressure as required to suit system pressures.

- F. Dielectric Nipples: IAPMO PS 66. Electroplated steel nipple complying with ASTM F 1545 with inert and noncorrosive, thermoplastic lining; plain, threaded[, or grooved] ends; and [150-][ or 300-]psig (1035- or 2070-kPa) minimum working pressure at 225 deg F (107 deg C).
- G. Dielectric unions are strictly prohibited. Use dielectric nipples on threaded connections.

## 2.6 FLEXIBLE CONNECTORS

- A. General: Fabricated from materials suitable for system fluid and that will provide flexible pipe connections. Include [150-][ or 300-]psig (1035- or 2070-kPa) minimum working-pressure rating, to match system working pressure, and ends according to the following:
  - 1. 2-Inch NPS (DN50) and Smaller: Threaded.
  - 2. 2-1/2-Inch NPS (DN65) and Larger: Flanged.
- B. Flexible Hose Piping Connectors: Minimum 18" long flexible hose constructed of EPDM liner or a corrugated type 304 or 321 stainless steel tube with outer stainless steel reinforcing braid. Rated for a maximum continuous working temperature 230 deg F. Rated for minimum continuous working pressure of 150 psi in sizes up to 1-1/4". Steel, threaded end connections.
- C. Stainless-Steel Flexible Connectors: Corrugated, stainless-steel, inner tubing covered with stainless-steel wire braid. Include steel nipples or raised face flanges, welded to hose. One fixed and one floating flange required on flanged models. **Grooved ends are also acceptable.** Rated for no less than 150 psig at a maximum continuous working temperature 250 deg F. Connectors shall tolerate no less than 3/4" lateral offset.
  - 1. Minimum Length:
    - a. 12" for connectors sized 2.5" and smaller.
    - b. 18" for connectors sized 3" to 5".
    - c. 24" for connectors sized 6" to 12".
    - d. 36" for connectors sized 14" and larger.
  - 2. Manufacturers: Subject to requirements, provide products by one of the following:
    - a. Flexicraft Industries 'FF Long' and 'TT Long'
    - b. Flex-Hose Co. Inc.
    - c. Hyspan Series '4500'
    - d. Mason Industries 'MN' and 'FFL'
    - e. Minnesota Flexible Corp. 'FFC' and 'MFC'.
    - f. Metraflex 'SST and 'SLP'
- D. Spherical Rubber Flexible Connectors: Molded twin spherical type with integral cable or control rod restraints, and reinforced with an external root ring between spheres. Neoprene or EPDM body with nylon or Kevlar reinforcement, with internal steel wire, molded within the raised face ends. Connector pressure rating shall be at least 150 psi at 220 deg F, with a minimum 3 to 1 safety factor. Steel flanges shall be one-piece, free-floating, Class 150.
  - 1. Control cables shall be of the galvanized aircraft type, and be an integral part of the joint requiring no field adjustment.

2. Control rods shall be fitted with neoprene sleeves and neoprene washers to eliminate metal-to-metal contacts.
3. On rotating equipment, install flexible rubber connectors parallel to the rotating shaft where feasible.
4. Manufacturers: Subject to requirements, provide one of the following products:
  - a. Metraflex 'DoubleCableShere'
  - b. Mason Industries 'SafeFlex SFDEJ'
  - c. Flexicraft Industries 'Ultrasphere Twin w/ Cables'

E. Applications:

1. Provide flexible hose piping connectors on piping connections to the rotating equipment provided with external vibration isolation, other than pumps, with piping connections 1-1/4" and smaller.
2. Hydronic Pumps: Provide spherical rubber flexible connectors on all piping connections to hydronic pumps 15 HP and greater. Stainless steel connectors shall be used where the motor is smaller than 15 HP.
  - a. Exception: Stainless steel flexible connectors shall be used in lieu of spherical rubber flexible connectors on all sizes of pumps serving heating hot water systems with a design temperature exceeding 150 deg. F.
  - b. Exception: Line mounted pumps do not require flexible connectors.
3. Provide stainless steel flexible connectors on connections to motor containing equipment with hydronic connections larger than 1-1/4".

2.7 MECHANICAL SLEEVE SEALS

- A. Description: Modular sealing element unit, designed for field assembly, to fill annular space between pipe and sleeve.
1. Sealing Elements: EPDM interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
  2. Pressure Plates: Stainless steel. Include two for each sealing element.
  3. Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements.

2.8 PIPING SPECIALTIES

- A. Sleeves: The following materials are for wall, floor, slab, and roof penetrations:

1. Steel Sheet Metal: 0.0239-inch (0.6-mm) minimum thickness, galvanized, round tube closed with welded longitudinal joint.
2. Steel Pipe: ASTM A 53, Type E, Grade A, Schedule 40, galvanized, plain ends.
3. Cast Iron: Cast or fabricated "wall pipe" equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.
4. Stack Sleeve Fittings: Manufactured, cast-iron sleeve with integral clamping flange. Include clamping ring and bolts and nuts for membrane flashing.

- a. Underdeck Clamp: Clamping ring with set screws.
- B. Escutcheons: Manufactured wall, ceiling, and floor plates; deep-pattern type if required to conceal protruding fittings and sleeves.
  - 1. ID: Closely fit around pipe, tube, and insulation of insulated piping.
  - 2. OD: Completely cover opening.
  - 3. Cast Brass: One piece, with set screw. Polished chrome-plated finish.
  - 4. Cast Brass: Split casting, with concealed hinge and set screw. Polished chrome-plated finish.
  - 5. Stamped Steel: One piece, with set screw and chrome-plated finish.
  - 6. Stamped Steel: One piece, with spring clips and chrome-plated finish.
  - 7. Stamped Steel: Split plate, with concealed hinge, set screw, and chrome-plated finish.
  - 8. Stamped Steel: Split plate, with concealed hinge, spring clips, and chrome-plated finish.
  - 9. Cast-Iron Floor Plate: One-piece casting.

## 2.9 GROUT

- A. Nonshrink, Nonmetallic Grout: ASTM C 1107, Grade B.
  - 1. Characteristics: Post-hardening, volume-adjusting, dry, hydraulic-cement grout, nonstaining, noncorrosive, nongaseous, and recommended for interior and exterior applications.
  - 2. Design Mix: 5000-psi (34.5-MPa), 28-day compressive strength.
  - 3. Packaging: Premixed and factory packaged.

## 2.10 FIRE AND SMOKE STOPPING MATERIALS

- A. General Requirements for Fire-and Smoke Stopping Materials: Provide fire-stopping and smoke-stopping systems and assemblies for filling openings around duct, conduit, low-voltage cable, and piping penetrations of Division 23 work through walls, partitions, slabs, and floors as required by the Building Code. Unless more restrictive requirements are referenced in Division 07, comply with the following:
- B. Fire Stopping Products:
  - 1. Systems and assemblies shall have fire-resistance ratings equal to or greater than adjacent construction and as established by testing identical assemblies per ASTM E 119 or ASTM E 814.
  - 2. The listing of the assembly / system proposed at each installation in one of the following shall be considered sufficient evidence of acceptable testing:
    - a. UL 1479 or UL 263 listed in Underwriters Laboratory, Inc. "Fire Resistance Directory".
    - b. Factory Mutual System "Approval Guide"
    - c. Warnock Hersey "Certification Listings"
    - d. A current evaluation report from the National Evaluation Service ("NES") will also be acceptable.

3. Material T rating: not less than the F rating.
4. It is the contractor's responsibility to determine the types of penetrations to be sealed and to select appropriate firestopping assemblies.
5. If a tested assembly is not available for a particular penetration configuration, modify the penetration configuration to suit available assemblies; do not modify assembly configuration except as specifically stated in the test report or as approved by the authority having jurisdiction.
6. Products installed in air handling plenums shall be UL 2043 listed.
7. Provide products which:
  - a. Allow normal expansion and contraction movement of the penetrating item without failure of the penetration seal.
  - b. Emit no hazardous, combustible, or irritating by-products during installation or curing period.
  - c. Do not require special tools for installation.

C. Smoke-stopping: Use any gunnable or pourable joint sealant suitable for the application; use only fully curing types where accessible in the finished work. Provide products which:

1. Allow normal expansion and contraction movement of the penetrating item without failure of the penetration seal.
2. Emit no hazardous, combustible, or irritating by-products during installation or curing period.
3. Do not require special tools for installation.

D. Fire-Stop Pipe Sleeves: At the option of the Contractor, and if approved by local codes, prefabricated fire-stop pipe sleeves also may be utilized. Pipe sleeves shall be UL 1479 or UL 263 Listed, and tested in accordance with ASTM E 814 or ASTM E 119. Sleeves shall be adjustable and shall be filled with ceramic fiber material to provide insulation and fire stopping. Sleeves shall provide a 2-hour fire rating.

E. Labels: Red, permanent marking using the words "Fire-Rated Assembly - Do Not Disturb - See Maintenance Instructions" and the testing agency designation, or equivalent as approved by the authority having jurisdiction.

1. For marking firestopping and smokestopping assemblies, use self-adhesive tape or wired-on labels.
2. For marking fire and smoke barriers and partitions and slabs themselves, use letters at least 2 inches high.

## 2.11 INTEGRAL MOTOR STARTERS AND DISCONNECT SWITCHES

- A. Throughout this specification, where mechanical equipment is specified to be factory furnished with disconnect switches and/or motor starters, the equipment provided shall be furnished with combination full voltage magnetic starters and fused disconnect switches. All starters and disconnect switches provided under Division 23 shall conform to applicable Division 26 specifications.
- B. The short circuit rating of starters, switches, and equipment mounted power distribution and control panels shall be no less than 10,000 AIC, or as elsewhere specified in Division 23 or 26, whichever value is highest.

- C. Starters shall have three (3) current overload relays and low-voltage release. Starters shall be furnished with "Hand-Off-Automatic" switch, red-run light, overload reset, a full set of extra interlocks with provisions for additional sets and a control transformer of ample capacity with 120 volt fused control circuit.
- D. Starter enclosure shall be NEMA 1 (or NEMA 3R where exposed to weather).
- E. Where single phase motors are designated to be factory furnished with disconnect switches, the motor shall incorporate a NEMA KS 1, Type HD disconnect switch, with lockable handle.
- F. Disconnect switches shall be horsepower rated to match the horsepower of the motors plus 1.15 service factors.

## 2.12 CEILING, WALL, AND SHAFT ACCESS PANELS

- A. The Division 23 Contractor shall provide factory-fabricated access panels for access to concealed dampers, valves and other equipment provided under Division 23 where no other means of access is available:
  - 1. Access panels shall be of appropriate size but not less than 20x20 inches, flush type, hinged to drop down and out, screwdriver-operated, stainless steel in tile work and prime coated sheet steel in drywall, plaster or acoustical tile. Exact locations and sizes of panels shall be determined by the Contractor, but panels shall be located for a symmetrical appearance. Locations for access panels in finished areas must be approved by the Architect / Engineer. Access panels are not required at lift-out removable tile ceilings.
  - 2. At locations where access panels are installed in fire-rated construction, access panels shall contain the 1-1/2-hour fire-rated "B" label; and in addition, shall also be provided with layers of gypsum wall board in a thickness which will supply an additional one and two-hour fire rating equal to the fire rating of adjacent construction.
- B. Subject to requirements, acceptable manufacturers include, but are not limited to:
  - 1. Bar-Co., Inc.
  - 2. J. L. Industries
  - 3. Karp Associates, Inc.
  - 4. Nystrom, Inc.

## 2.13 PNEUMATIC CONTROL AND INSTRUMENTATION TUBING

- A. Polyethylene Tubing: Black, flame retardant, virgin polyethylene according to ASTM D 1248, Type 1, Class C and Grade 5. Tubing shall comply with stress crack test according to ASTM D 1693.
  - 1. Polyethylene Tubing Fittings: UL approved to MIL-F-18280 rod or forged brass rated to PSIG at 100 degrees Fahrenheit.
  - 2. Joints: Compression or barbed type.



- B. Copper Tubing: Seamless phosphor deoxidized copper, soft annealed or drawn tempered, with chemical and physical properties according to ASTM B 75. Performance, dimensions, weight and tolerance according to ASTM B 280.
  - 1. Copper Tubing Connectors and Fittings: Brass, compression or solder joint type.
- C. The existing air mains shall be purged of contaminants and extended where required.

#### 2.14 ROOFTOP ACCESS CROSSOVERS AND SERVICE PLATFORMS

- A. Provide access 'crossovers', platforms, roof walkways, stairs, and ladders as indicated on the Drawings to permit safe and building code- and OSHA-compliant maintenance access to all portions of the roof without crossing ductwork by other means (e.g. crawling or climbing), and to elevated equipment.
  - 1. Crossovers consist of two sets of stairs, a platform.
  - 2. Platforms for equipment access shall have either one or two sets of stairs, as shown on the Drawings.
  - 3. Platforms and stairs shall have railings meeting OSHA and building code regulations.
  - 4. Stair tread and riser dimensions shall meet the applicable provisions of the building code. Ships ladders and vertical ladders are not acceptable substitutes unless explicitly shown on the Drawings.
- B. The crossovers, platforms, stairs, railings, etc. shall be factory designed as complete assemblies to the project requirements and shall meet all Federal and State, OSHA, and Connecticut Building and Mechanical Code requirements for safe access to equipment requiring maintenance.
- C. The assemblies shall utilize support bases that do not penetrate the roofing system. Provide bracing members, bolts, nuts, washers and other accessories required to provide a complete system. All structural members and fasteners shall be hot dipped galvanized in accordance with ASTM A 153 or A 123.
  - 1. Where exterior structural steel members are cut, drilled or welded, or galvanizing is damaged, repair with a cold galvanizing repair compound with dry film containing not less than 93 percent zinc dust by weight, and complying with DOD-P-21035A or SSPC-Paint 20, as manufactured by ZRC Products Company, or equivalent.
- D. The prefabricated assemblies shall be specifically designed for outdoor use and installation without roof penetrations, flashing or damage to roof materials (insulation, membrane, etc.). Support bases shall be molded high density/high impact polypropylene with UV inhibitors and anti-oxidants.
  - 1. Prior to installation, verify compatibility with the roof membrane.
  - 2. Provide roof pads. Consult manufacturer of the roofing system as to the type of isolation pads required between the roof and base.
  - 3. The system shall not void the existing roof bond.
  - 4. The maximum allowable loadings per support base shall be based on the exact type of roof insulation present, using a safety factor of 2.0 against published minimum ultimate values of insulation compression strength (NRCA Commercial Low-Slope Roofing Materials Guide, 1994 Edition). The manufacturer must also ensure adequacy against

- punching resistance and overall structural integrity of the roof on which the assembly is placed.
  - 5. The design shall accommodate a minimum 500 lb. live load.
  - 6. The clear, usable width of the crossovers, platforms and stairs shall be no less than 36", or as shown on the Drawings, whichever is larger.
- E. When requested by the Architect or Engineer, provide a factory-trained representative of the manufacturer to visit the site while the work is in progress to assure that the installation conforms to the support system manufacturer's design and installation requirements.

### PART 3 - EXECUTION

#### 3.1 CONSTRUCTION DURING OCCUPANCY

- A. The Owner intends to occupy the building during this project. Existing building systems serving the occupied areas shall be maintained and remain functional during the renovation process.
- B. The Division 23 Contractor shall be responsible for maintaining the integrity of HVAC air and water distribution systems outside the area of work where such HVAC air and water distribution systems may be compromised by demolition or renovation processes. Therefore, this Contractor shall be responsible to provide on a temporary or permanent basis whatever HVAC equipment, components, piping, ductwork, controls control wiring, accessories, etc., required to maintain the integrity of HVAC air and water distribution systems outside the renovation area, where such systems may be compromised by demolition, the renovation processes, or connections to existing systems.
- C. Refer to the article titled "HVAC Demolition" below for additional requirements.

#### 3.2 HVAC DEMOLITION

- A. Refer to Division 01 and Division 02 for general demolition requirements and procedures.
- B. Disconnect, demolish, and remove HVAC systems, equipment, and components indicated to be removed.
  - 1. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
  - 2. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material. Existing work is not permitted to be abandoned in place unless explicitly indicated.
  - 3. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
  - 4. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material. Existing work is not permitted to be abandoned in place unless explicitly indicated.
  - 5. Equipment to Be Removed: Disconnect and cap services and remove equipment.

6. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
  7. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
- C. If pipe, insulation, or equipment to remain is damaged in appearance or is unserviceable, remove damaged or unserviceable portions and replace with new products of equal capacity and quality.
- D. The disposal of all demolished materials shall be in accordance with all applicable laws, and all costs shall be borne by the Contractor.
- E. Recover refrigerant in demolished systems in accordance with all applicable laws.
- F. **Salvage Value:** The Owner shall have first rights to all demolished materials. Existing removed pieces of equipment and materials denoted to be retained by the Owner shall remain the property of the Owner and shall be stored at the site where directed by the Owner and Architect. Equipment shall be stored as complete units with all associated accessories and auxiliary equipment. Equipment shall be disconnected and carefully removed under this Contract and shall be transported to the storage areas as directed. Equipment shall be stored in a neat and workmanlike manner, tagged and identified for future use.
- G. Disconnect and remove existing systems and equipment no longer required.
- H. Only where explicitly permitted by the Owner and Architect / Engineer, existing ductwork and piping no longer required and concealed in walls, below slabs on grade, or above fixed ceilings and not interfering with new construction or remodeled work may remain in place. Such work shall be capped, abandoned and rendered "dead". Provide labels or other form of identification shall identify the work as "abandoned in place".
- I. Where work is to be performed above existing ceilings, the Contractor will be responsible for removing ceiling tiles, storing tiles and reinstalling tiles after work is complete. The Contractor shall also be responsible for restoring the existing ceilings to their present condition where they are damaged or where the surfaces are dirtied or marred by the work included under this contract. New matching ceiling tiles and supports shall be furnished and installed under this contract where necessary. Existing ceiling tiles shall be kept as clean as possible.
- J. No demolition shall occur which leaves the building interior without weather protection. All demolition of exterior surfaces shall be followed immediately by protective construction, either permanent or temporary.
- K. Review the construction documents, to determine the affected areas of the existing structure. Remove systems in the affected areas not to be reused including equipment, piping, ductwork, controls, hangers, supports, etc.
- L. Schedule demolition work with the Owner.
- M. All existing piping shall be saw-cut, not broken, at point where piping connects to existing.
- N. Where the project requires demolition of existing piping, ductwork, mechanical equipment, and similar services, all such systems shall be terminated in an approved manner to allow affected

systems to remain in operation. Provide temporary caps on piping and ductwork at all points of connection between new and existing until new/modified systems are completed in the renovation area. Duct caps shall not be removed until all dust and dirt generating construction activities are complete and the renovation area has been cleaned.

- O. The draining of existing piping systems, and subsequent filling, venting of air, and chemical treatment required to perform the demolition and/or new piping system connections to existing systems shall be provided under this Contract.
- P. The Contractor shall, at his own expense, repair, replace and maintain in service, any utilities, facilities or services (underground, over ground, interior or exterior) damaged, broken or otherwise rendered inoperative during the course of construction. The method used by the contractor in repairing, replacing or maintaining the services shall be approved by the Architect and the Owner.
- O. When demolishing existing equipment, all control wiring or pneumatic tubing serving that equipment shall be properly terminated in an approved manner to allow affected systems to remain in operation. Remove pneumatic tubing back to risers and plug.
- R. Where ductwork systems serve both areas under construction and areas not affected by the construction, all branch ducts in the construction area shall be capped, and fans shall be rebalanced for new air quantities.

### 3.3 CUTTING AND PATCHING

- A. Include cutting and patching required for the installation of ductwork, piping, wiring and equipment. Any damage incident to cutting or other causes in the performance of the contract work shall be made good by replacement or repairs in a manner satisfactory to the Architect/Engineer.
- B. Where piping, ducts, or other equipment pass through fire or smoke rated construction, furnish and install sleeves and thoroughly seal openings around sleeves, pipes, ducts, etc. With fire and smoke resistant materials. Materials shall be provided to maintain the fire rating of the adjacent construction in accordance with the requirements of NFPA and other applicable codes.
- C. No structural members shall be cut without prior approval of the Architect.
- D. Cut, channel, chase, and drill floors, walls, partitions, ceilings, and other surfaces necessary for mechanical installations. Perform cutting by skilled mechanics of trades involved.
- E. Repair cut surfaces to match adjacent surfaces.
- F. Cutting of the roof and roofing membrane for Division 23 work shall be by Division 23. Perform the work in a manner such as to maintain the roof bond.

### 3.4 EXCAVATING AND BACKFILLING

- A. Excavate and backfill as required for the installation of Division 23 work.

- B. Comply with the work of this Article unless more restrictive requirements are present in Division 31.
- C. Trenches for underground piping shall be excavated to required depths. Where rock is encountered, excavate to a grade 6 inches below the lowest part of the pipe and refill the excavation below pipe grade with sand and gravel. Trenches shall have uniform grade as specified hereafter or shown on the Drawings.
- D. Pipe trenches shall not be wider than 4 inches on each side of the pipe but not less than 12 inches wide.
- E. Excavations shall be done on an unclassified basis. No extras shall be allowed regardless of type or hardness of material encountered.
- F. No backfilling shall be done on any mechanical system requiring testing or inspection until such testing or inspection has been completed satisfactorily.
- G. Shore and brace as required to maintain banks of excavation and avoid cave-ins and make good any damages to adjoining property or work in place caused by failure to properly shore excavations. Shoring shall conform to OSHA and Department of Labor and Industry requirements.
- H. Backfilling shall be made in 8 inch layers (maximum), mechanically tamped. Wood, old forms, shoring, etc., shall be removed before backfilling. Backfill shall not contain any frozen material, ashes, slag, combustible material, rocks over 6 inches in the largest dimension, or any other material which the Architect considers unsuitable for the purpose. Particular care shall be exercised in backfilling areas where construction shall be placed above the backfill.
- I. Satisfactory soil materials for backfill where contaminated soil is removed whether surplus from the existing site or trucked-in new shall meet the following requirements:
  - 1. ASTM D 2487 soil classification groups GW, GP, GM, SW, SP, and SM free from rock or gravel larger than 2 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- J. Compaction of soil and backfill shall be as follows:
  - 1. Soil and backfill shall be compacted in 8 inch layers (maximum) with each layer of soil or backfill compacted at 95 percent maximum dry density according to ASTM D 1557.
- K. Shoring shall be removed after equipment and piping have been installed and tested.
- L. Keep available at all times pumping equipment which shall be used to pump any or water from pipe trenches and excavation under this Contract.
- M. Remove from the site surplus excavated materials resulting from work. Surplus excavated materials include materials not suitable for use as backfill.
- N. Notify utility companies and state "one-call" system for verification of underground utilities before any excavation takes place. CALL BEFORE YOU DIG telephone number: 1-800-922-4455.

### 3.5 FIRESTOPPING AND SMOKESTOPPING INSTALLATION

- A. Pre-Installation Inspection: The Division 23 Contractor, with the assistance and technical support of a fire- and smoke-stopping product manufacturer, shall inspect all fire and smoke barriers (floors, walls, partitions, and slabs) for penetrations of Division 23 work, and shall mark or otherwise identify all penetrations indicating action required: 1) repair; 2) firestopping; and/or 3) smokestopping.
1. Conduct inspection prior to covering up or enclosing walls or ceilings.
  2. Conduct inspection jointly with authorized representative of authority having jurisdiction.
  3. Submit a report detailing findings of inspection to the Architect/ Engineer.
- B. Modifications: If the configuration of a particular penetration does not conform to the configuration necessary for the required firestopping assembly, notify the installer of the penetration for modification of the configuration to suit the assembly; do not use the firestopping assembly in other configurations except as specifically stated in the test report or as approved by the authority having jurisdiction.
- C. Permanent Identification of Penetrations:
1. Near fire and smoke barriers, mark each exposed penetration with label identifying it as a fire-stopped or smoke-stopped assembly.
  2. Mark each fire and smoke barrier above lay-in ceilings with words identifying it as a fire or smoke barrier at intervals required by authorities having jurisdiction, but not less than 20 feet.

### 3.6 PIPING SYSTEMS - COMMON REQUIREMENTS

- A. General: Install piping as described below, unless piping Sections specify otherwise. Individual Division 23 piping Sections specify unique piping installation requirements.
- B. General Locations and Arrangements: Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Due to the small scale of the Drawings, it is not practical to indicate offsets, fittings, valves or similar items, to make a complete operating system. The Drawings are generally diagrammatic and indicative of the work to be installed. The Contractor shall carefully investigate conditions affecting his work and shall install his work in such a manner that interference between pipes, conduit, ducts, equipment, architectural and structural features will be avoided and shall furnish and install such offsets or fittings to meet the conditions at the building, so as to avoid interference without additional cost to the Owner.
- C. Supporting suspended piping and associated components from the underside of the roof and floor decking in steel framed buildings is prohibited. All suspended piping and associated components shall be supported from the building steel structural system.
- D. Install piping at indicated or required slope.
- E. Install components with pressure rating equal to or greater than system operating pressure.

- F. Install piping in concealed locations, except in equipment rooms and service areas, or where explicitly indicated otherwise on the Drawings.
- G. Install piping free of sags and bends.
- H. Install exposed and concealed interior and exterior piping at right angles or parallel to building walls. Diagonal runs are prohibited, unless otherwise indicated.
- I. Install piping tight to slabs, beams, joists, columns, walls, and other building elements. Allow sufficient space above removable ceiling panels to allow for ceiling panel removal.
- J. Install piping to allow application of insulation plus 1-inch (25-mm) clearance around insulation.
- K. Locate groups of pipes parallel to each other, spaced to permit valve servicing.
- L. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- M. Elbows: Install factory-fabricated elbows for changes in direction. Long radius elbows shall be used, and changes in elevation shall be performed with two (2) 22.5 deg elbows in lieu of 45 or 90 degree elbows.
- N. Tee Fittings and Branch Connections: Install branch connections to mains using factory-fabricated tee fittings in main with takeoff out bottom of main, except for up-feed risers with takeoff out top of main line or where space constraints do not permit.
  - 1. The only exceptions to the 'factory-fabricated tee fittings' requirement are as follows:
    - a. The use of "fish-mouth" type fittings for branch connection to mains is only permitted when the size of the branch connection is two (2) nominal pipe sizes or smaller than the size of the main, and the main is size 5" or larger.
    - b. The use of weld-o-lets for branch connection to mains is only permitted when the size of the branch connection is three (3) or more nominal pipe sizes smaller than the size of the main pipe. Furthermore, weld-o-lets shall not be used for branches larger than 2".
  - 2. Swing Connections: Branch connections shall be made with swing connections.
    - a. Connect risers and branch connections to mains with at least five pipe fittings, including tee in main.
    - b. Connect risers and branch connections to terminal units with at least four pipe fittings, including tee in riser.
    - c. Connect mains and branch connections to terminal units with at least four pipe fittings, including tee in main.
  - 3. 'T-drill' and similar piping system tee forming techniques are not permitted. Use tee fittings.
  - 4. Converging and diverging "bull-head" tees will not be permitted in piping systems; only branch-tee connections are permitted.
- O. Install couplings according to manufacturer's written instructions.

- P. **Piping Escutcheons:** Provide for pipe penetrations of walls, floors, and ceilings. Install escutcheons with ID to closely fit around pipe, tube, and insulation of piping and with OD that completely covers opening.
1. Select escutcheon types according to the following:
    - a. **Uninsulated Piping:** Cast brass or stamped steel, with set screw or spring clips, and chrome-plated finish.. Hinged type for existing piping; one-piece for new piping.
    - b. **Floor Penetrations in Utility / Equipment Room Areas:** Cast-iron floor plates. One piece for new piping; split-casting type for existing piping.
    - c. **Insulated Piping:** Cast brass or stamped steel; with concealed hinge, spring clips, and chrome-plated finish.
- Q. **Piping Sleeves:** Provide sleeves for pipes passing through concrete and masonry walls, gypsum-board partitions, and concrete floor and roof slabs.
1. Cut sleeves to length for mounting flush with both surfaces.
    - a. **Exception:** Extend sleeves installed in floors of mechanical equipment areas or other wet areas 2 inches (50 mm) above finished floor level. Extend cast-iron sleeve fittings below floor slab as required to secure clamping ring if ring is specified.
  2. Build sleeves into new walls and slabs as work progresses.
  3. Provide sleeves that are large enough to provide 1/4-inch (6.4-mm) annular clear space between sleeve and pipe or pipe insulation. Use the following sleeve materials:
    - a. **Steel Pipe Sleeves:** For pipes smaller than 6-inch NPS (DN150).
    - b. **Steel, Sheet-Metal Sleeves:** For pipes 6-inch NPS (DN150) and larger, penetrating gypsum-board partitions.
    - c. **Stack Sleeve Fittings:** For pipes penetrating floors with membrane waterproofing. Secure flashing between clamping flanges. Install section of cast-iron soil pipe to extend sleeve to 2 inches (50 mm) above finished floor level.
      - 1) Seal space outside of sleeve fittings with nonshrink, nonmetallic grout.
  4. Except for underground wall penetrations, seal annular space between sleeve and pipe or pipe insulation, using elastomeric joint sealants.
  5. Use Type S, Grade NS, Class 25, Use O, neutral-curing silicone sealant, unless otherwise indicated.
- R. **Sleeve Seal System Selection:** Select type, size, and number of sealing elements required for piping material and size and for sleeve ID or hole size. Position piping in center of sleeve. Center piping in penetration, assemble sleeve-seal system components, and install in annular space between piping and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make a watertight seal.
- S. **Aboveground, Exterior-Wall, Pipe Penetrations:** Seal penetrations using sleeves and mechanical sleeve seals. Size sleeve for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.
1. Install steel pipe for sleeves smaller than 6 inches (150 mm) in diameter.



2. Install cast-iron "wall pipes" for sleeves 6 inches (150 mm) in diameter and larger.
  3. Assemble and install mechanical sleeve seals according to manufacturer's written instructions. Tighten bolts that cause rubber sealing elements to expand and make watertight seal.
- T. Underground, Exterior-Wall, Pipe Penetrations: Install cast-iron "wall pipes" for sleeves. Seal pipe penetrations using mechanical sleeve seals. Size sleeve for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.
1. Assemble and install mechanical sleeve seals according to manufacturer's written instructions. Tighten bolts that cause rubber sealing elements to expand and make watertight seal.
- U. Fire-Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestopping materials. Comply with the provisions of Division 07.
- V. Verify final equipment locations for roughing-in.
- W. Refer to equipment specifications in other Sections of these Specifications for roughing-in requirements.

### 3.7 PIPING JOINT CONSTRUCTION

- A. Join pipe and fittings according to the following requirements and Division 23 Sections specifying piping systems.
- B. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
- C. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- D. Soldered Joints: Apply ASTM B 813, water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy complying with ASTM B 32.
- E. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter.
- F. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
  2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.
- G. Welded Joints: Construct joints according to AWS D10.12, using qualified processes and welding operators according to Part 1 "Quality Assurance" Article.

- H. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt and nut threads, and on the nut and bolt head bearing surface that contacts the flange (or washer, if provided). Flange faces and gaskets shall be clean and dry. Examine flanges for proper alignment prior to making the joint.
1. Do not remake joints with a gasket that has been previously been installed in a tightened down joint. Use a new gasket each time the joint is made.
  2. Torque fasteners to the proper load to prevent both leaks and excessive gasket stress (i.e. crushing). Re-torque fasteners afterwards in accordance with the gasket manufacturer's recommendations to account for 'gasket creep'.
  3. When flanges are of dissimilar materials, the fastener torque used shall reflect the softer of the two materials, in order to prevent flange deformation (i.e. creep).
  4. Mark bolting sequence numbers and reference bolt locations on the flange OD. Tightening shall proceed in stages (i.e., not to the maximum torque all at one time), using a 'crisscross' bolt tightening sequence in order to ensure uniform gasket compression.
  5. Provide steel or copper backing rings for connections involving plastic flanges.
- I. Plastic Piping Solvent-Cement Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:
1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
  2. CPVC Piping: Join according to ASTM D 2846/D 2846M Appendix.
  3. PVC Pressure Piping: Join schedule number ASTM D 1785, PVC pipe and PVC socket fittings according to ASTM D 2672. Join other-than-schedule-number PVC pipe and socket fittings according to ASTM D 2855.
  4. PVC Nonpressure Piping: Join according to ASTM D 2855.

### 3.8 PIPING CONNECTIONS

- A. Make connections according to the following, unless otherwise indicated:
1. Install unions, in piping NPS 2 (DN 50) and smaller, adjacent to each control valve and at final connection to each piece of equipment.
  2. Install flanges, in piping NPS 2-1/2 (DN 65) and larger, adjacent to flanged valves and other flanged pipeline appurtenances, and at final connection to each piece of equipment.

### 3.9 DIELECTRIC FITTING INSTALLATION

- A. Install dielectric fittings in wet, or intermittently wet, piping systems at connections between dissimilar metallic materials in the system. Exceptions are as follows:
1. Where bronze or stainless steel bodied valves are connected to a black steel piping system.
  2. Where the dissimilar metallic materials at the connection are within the same material group, as defined below:

- a. Nickel Group: Nickel, and nickel alloys with greater than 20% nickel (e.g. Monel, Hastelloy, etc.).
  - b. Stainless Steel Group: Series 300 (e.g. 304, 316, 316L, 317, etc.) austenitic stainless steels, and type 18-8 stainless steel.
  - c. Ferrous Group: Black steel, wrought iron, cast iron, and cast steel.
  - d. Copper Group: Copper, brass, aluminum bronze, silicon bronze, 90-10 copper-nickel, and 80-20 copper-nickel.
- B. Dielectric Fittings for NPS 2 (DN 50) and Smaller: Use dielectric nipples[, or weld-on or thread-on flanges and dielectric flange kits]. Dielectric unions are prohibited.
- C. Dielectric Fittings for NPS 2-1/2 to NPS 4 (DN 65 to DN 100): Use dielectric flanges or dielectric flange kits.
- D. Dielectric Fittings for NPS 5 (DN 125) and Larger: Use dielectric flange kits.

### 3.10 EQUIPMENT AND PRODUCT INSTALLATION - COMMON REQUIREMENTS

- A. Install manufactured equipment, products, and systems in full accordance with the manufacturer's requirements and recommendations. These requirements and recommendations may be more restrictive or require work beyond that explicitly shown on the Contract Documents.
- B. Install equipment to provide maximum possible headroom, if mounting heights are not indicated.
- C. Install equipment according to approved submittal data. Portions of the Work are shown only in diagrammatic form. Refer conflicts to Architect.
- D. Install equipment level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, unless otherwise indicated.
- E. Install HVAC equipment to facilitate service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference to other installations. Extend grease fittings to accessible locations.
- F. Install equipment giving right of way to piping installed at required slope.
- G. Supporting equipment from roof and floor decking in steel framed buildings is prohibited. All equipment shall be supported from building steel structural system.

### 3.11 COORDINATION OF COMMUNICATIONS BETWEEN FACTORY MOUNTED EQUIPMENT CONTROLS AND THE BUILDING AUTOMATION SYSTEM

- A. DDC System Provider / Sub-Contractors Scope and Responsibilities:
  - 1. Provide integration of the factory supplied controls into the Building DDC system. Factory supplied control points shall be programmed into the operator's interface, system applications and graphics software and operate seamlessly with the Building DDC system.
  - 2. Coordinate and resolve incompatibility issues that arise between control products provided under this section and those provided under other sections or divisions of this specification.

B. Division 23 Contractor's Scope and Responsibilities:

1. The Division 23 Contractor shall ensure that the equipment manufacturer's representative is on-site during the DDC system commissioning process to ensure full integration of factory controls with the DDC System.
2. The Division 23 Contractor shall ensure that the manufacturer's representatives have made all project-specific adjustments and settings during equipment start-up to the factory controllers prior to the joint field-commissioning efforts.
3. All equipment furnished with controls that are furnished and installed by the manufacturer shall have BACnet MSTP or BACnet IP communication capability from the equipment manufacturer.
  - a. Modbus TCP/IP is also acceptable, but only if BACnet MSTP or BACnet IP is not offered by the equipment manufacturer, and the use of Modbus TCP/IP is fully coordinated between the ATC system supplier and the equipment supplier, and is approved by the Architect / Engineer and the DDC system sub-contractor.

- C. Representatives from each manufacturer providing factory mounted controls and the DDC subcontractor shall cooperate in the integration of the individual systems operation prior to bid and during field installation and commissioning / testing.

3.12 CONTROL WIRING

- A. Power wiring will be provided under Division 26. **Regardless of voltage, provide control wiring, interlock wiring, and equipment control wiring for the equipment provided under Division 23.** Coordinate all work between Divisions.
- B. Control wiring shall be in accordance with the National Electrical Code and Division 26 of these specifications and shall not be in conflict with state and local codes. All control wiring, including low voltage wiring, outside of control panels shall be run in rigid conduit or EMT, and installed in strict accordance with the requirements of NEC. Wiring for controls, except the low voltage conductors, shall be single conductor solid or stranded copper not less than No. 12 AWG, 90 degrees C., with 600-volt Type THHN/THWN insulation. Wiring in panel construction may be No. 16 or No. 18 AWG copper provided same is properly protected and/or is in accordance with the NEC. No temperature control wiring installed under this contract shall be installed in the building lighting and power circuit system.
- C. Low voltage two conductor and three conductor wire shall be twisted (six turns per foot) 16 AWG or 18 AWG wire, 1/32, 90 degrees C., 600 volt THHN/THWN insulation. Cable shall be as manufactured by Alpha Wire Company, Belden Wire Company, Standard Wire and Cable or approved equal.
- D. All conduit, fittings, hangers and accessories for control wiring installed under Division 23 shall conform to the levels of quality specified under Division 26.

3.13 CLEANING AND PROTECTION

- A. Cleaning: General cleaning requirements are specified in Division 01. Upon completion of the work, clean the exterior surface of equipment, accessories, and trim installed.

- B. The Contractor shall clean up the areas as the work progresses and remove waste and debris daily or when directed.
- C. Protection of Surfaces:
  - 1. Protect new and existing surfaces from damage during the construction period.
  - 2. Provide plywood or similar material under equipment or materials stored on floors or roofs. Provide protection in areas where construction may damage surfaces.
  - 3. Surfaces damaged during the construction shall be repaired or replaced at the cost of the Contractor at fault. The method of repairing or replacing the surface shall be approved by the Owner and Architect.
- D. Protection of Equipment and Materials:
  - 1. Equipment and materials shall be stored in a manner that shall maintain an orderly, clean appearance. If stored on-site in open or unprotected areas, equipment and material shall be kept off the ground and out of standing water by means of pallets or racks, and covered with tarpaulins.
  - 2. Equipment and material, if left unprotected and damaged or soiled, shall be repainted, repaired, or otherwise refurbished at the discretion of the Architect and Owner. Equipment and material is subject to rejection by the Architect, if, in the opinion of the Architect or the manufacturer's engineering department, the equipment has deteriorated or been damaged to the extent that its utility, performance, or life expectancy has been reduced. Rejected materials shall be replaced.
  - 3. During the construction period, protect ductwork, piping and equipment from damage and dirt. Properly cap ductwork and piping. Each system of piping shall be flushed to remove grit, dirt, sand, and other foreign matter for as long a time as required to thoroughly clean the systems.

3.14 TEMPORARY / CONSTRUCTION-PHASE HVAC SERVICES:

- A. Do NOT utilize the permanent HVAC systems, or any portion thereof, to provide construction-phase heating, cooling, ventilation, exhaust, or dehumidification required by the construction process. Temporary systems shall be provided to meet such needs. Temporary HVAC systems are the responsibility of the General Contractor.
- B. Refer to Division 23 Section "Ductwork" for requirements related to initial HVAC system start-up.

3.15 PAINTING AND FINISHING

- A. Painting of HVAC systems, equipment, and components is specified in Division 09. In the event of a direct conflict between the provisions of Division 09, and this Section, Division 09 shall take precedence.
- B. Do not paint piping specialties, **grooved couplings and fittings**, and similar items with factory-applied finish. Do not paint bronze or copper materials. Do not paint fastener threads (except on pipe hangers and threaded rods), nameplates, identification devices and labels, flexible connectors, vibration control devices, and meters and gauges.

1. Apply protection to items not receiving paint prior to paint surface preparation and painting.
- C. Damage and Touchup: Repair marred and damaged factory-painted finishes with materials and procedures to match original factory finish.
- D. At locations where it is necessary to cut and patch existing construction, painting at each location shall be performed under this contract. New finishes shall match existing finishes.
- E. Comply with all applicable SSPC-PA standards published by the Society for Protective Coatings.
- F. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- G. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants. Follow the referenced SSPC-SP standards published by the Society for Protective Coatings.
  1. Remove incompatible primers and re-prime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
  2. Iron and Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer; comply with SSPC-SP2 at the minimum.
  3. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and areas where shop paint is abraded. Paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1, "Shop, Field, and Maintenance Painting of Steel", for touching up shop-primed surfaces.
  4. Galvanized-Metal Substrates: Remove dust, grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints. Clean using methods recommended in writing by paint manufacturer; comply with SSPC-SP1 at the minimum.
  5. Aluminum Substrates: Remove loose surface oxidation. Clean using methods recommended in writing by paint manufacturer; comply with SSPC-SP1 at the minimum.
- H. Interior Painting:
  1. Apply one (1) coat of primer followed by two (2) top coats of low sheen finish water-based latex paint. Primer shall be applied 5.0 mils wet, 2.0 mils dry. Each finish coat shall be no less than 1.6 mils thick (dry). Primer shall be Sherwin Williams 'Industrial Pro-Cryl Universal Primer'. Finish coats shall be Sherwin Williams 'ProMar B24-2600' series.
  2. Finish coat color selection shall be by the Architect or Owner.
- I. Exterior Painting: Paint exterior equipment that is not factory painted, uninsulated / jacketed ductwork, ductwork, piping, piping enclosure systems, and equipment supports, miscellaneous exterior iron and steel work, and uninsulated exterior steel piping.
  1. Apply one (1) coat of primer followed by two top coats of satin finish solvent-based polyurethane paint. Primer shall be applied 3.4 mils wet, 0.7 mils dry. Each finish coat

shall be no less than 2.0 mils thick (dry). Primer shall be Sherwin Williams DTM wash primer, B71Y1. Finish coats shall be Sherwin Williams 'Corothane II' satin polyurethane, B65-200 series.

2. Finish coat color selection shall be by the Architect or Owner.

### 3.16 CONCRETE EQUIPMENT BASES

- A. Indoor Concrete Housekeeping Bases: Anchor equipment to concrete base according to equipment manufacturer's written instructions **and according to seismic codes at Project and Section 230549.**

1. Construct concrete bases of dimensions indicated, but not less than 4 inches (100 mm) larger in both directions than supported unit.
  2. Bases shall be 4" high, unless otherwise noted.
  3. Unless otherwise indicated, install #4 hooked dowel rods on 18-inch (450-mm) centers around the full perimeter of the base to connect the concrete base to the concrete floor. Dowels shall be epoxied into the floor slab. The top of dowel shall be 1-1/2" clear of top of pad, and shall be set 6" inward from the edge of the pad.
  4. Equipment pads shall be reinforced with 6x6x2.9x2.9 welded wire mesh fabric.
  5. Install epoxy-coated anchor bolts for supported equipment that extend through concrete base, and anchor into structural concrete floor.
    - a. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
    - b. Anchor bolts for equipment shall be placed when pad is being poured.
    - c. Install anchor bolts to elevations required for proper attachment to supported equipment.
    - d. Install anchor bolts according to anchor-bolt manufacturer's written instructions.
  6. Use 4000-psi, 28-day compressive-strength concrete and reinforcement as specified in **Division 03.**
- B. Exterior Concrete Equipment Bases: Top of bases shall extend no less than 4" above the surrounding grade, or the amount indicated on the Drawings, whichever is higher. Refer to the Drawings for exterior concrete base construction details.

### 3.17 CONCRETE WORK

- A. Provide concrete work related to work included under this Contract. Construct concrete forms and equipment pads / bases for the new floor- or grade-mounted equipment installed under this Contract. Pads and forms shall be of suitable dimensions for all equipment. Concrete work shall be constructed subject to the approval of the Architect / Engineer. Provide concrete for repair work related to work included under this Contract.
- B. Concrete shall attain a minimum compressive strength of 4,000 psi at the age of 28 days, unless otherwise indicated on the Drawings. Tests shall be made by an approved laboratory if in the opinion of the Architect the concrete is not satisfactory. Costs in connection with tests of concrete shall be borne by the Contractor.

- C. Materials used for plain and reinforced concrete and the measuring, mixing, handling, placing and curing shall conform to current specifications of the American Concrete Institute (ACI 304 and ACI 318-71). Cement shall be normal Portland cement, Type I or Type II, conforming to ASTM Designation C-150.
- D. Aggregates shall consist of sand of approved quality, crushed stone, and washed gravel conforming to ASTM Standard Specification Designation G33 and shall be supplied from a source approved by the Architect. The maximum size of the aggregate shall be no larger than 1/5 of the narrowest dimensions between forms of the members for which the concrete is to be used, no larger than 3/4 of the minimum clear spacing between reinforcing bars. Water for concrete shall be clean and free from injurious amounts of oil, acid, alkali, organic matter, or other deleterious substances.
- E. Slag in any form will not be permitted as an aggregate.
- F. Proportions shall be in accordance with American Concrete Institute Standard "Recommended Practice for the Design of Concrete Mixes ACI 211.1."
- G. Metal reinforcement shall be deformed steel bars, cold-drawn steel wire, or fabricated forms of these materials. Bars shall be deformed, intermediate grade new billet steel. These materials shall conform in quality to latest published standard specifications of the American Society for Testing Materials as follows:
  - 1. Bars:
    - a. Billet-Steel Bars for Concrete Reinforcement, ASTM A615.
    - b. Rail-Steel Bars for Concrete Reinforcement, ASTM A616.
  - 2. Wire: Cold Drawn Steel Wire for Concrete Reinforcement, ASTM A82.
  - 3. Fabricated Materials:
    - a. Steel Bar Mats for Concrete Reinforcement, ASTM A184.
    - b. Welded Wire Fabric for Concrete Reinforcement, ASTM A185.
- H. Forms shall be of steel or wood and shall conform to the shape, lines, grades and dimensions of the concrete. Formwork shall comply with ACI 347. They shall be sufficiently tight to prevent leakage of mortar and shall be properly braced and tied together so as to maintain the desired position and shape during and after placing concrete. Forms shall be removed in such a manner as to assure the complete safety of the structure. Exposed corners or edges shall be chamfered. Burrs, fins, irregularities of forming, or spillage shall be removed and the surface float or trowel finished to a smooth straight surface.
- I. Concrete shall be integrally waterproofed with Aquabar, or approved equal additive.
- J. Water stops of plastic as manufactured by Ryerson, or approved equal, shall be installed in concrete joints and between pours.
- K. An approved bonding agent shall be utilized where new concrete is to be placed on or against existing concrete.



3.18 ERECTION OF METAL SUPPORTS AND ANCHORAGE

- A. Refer to Division 05 for structural steel.
- B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor HVAC materials and equipment.
- C. Furnish and install miscellaneous iron work including, but not limited to, piping hangers, piping anchors and guides, ductwork hangers and supports, and HVAC equipment supports. Additional structural members shall be furnished and installed to support the HVAC equipment without excessive stress or strain on the building construction. Structural beams and other structural members shall be furnished and installed under this Contract for anchors and guides where the building steel is not available or of sufficient size or weight to support or anchor pipe lines and equipment.
- D. Equipment and materials furnished and installed under this Contract which are not mounted on bases or floors shall be securely attached and supported from the main supporting structure of the building by metal hangers, clamps and/or brackets. Metal hangers, clamps and/or brackets shall be of suitable design and of sufficient strength to properly and safely support the materials and equipment involved.
- E. Field Welding: Comply with AWS D1.1.
  - 1. Welding shall be done by qualified welders certified as having fully complied with acceptable qualification tests as prescribed by a reputable testing agency using procedures approved by the American Welding Society.
- F. Structural steel members installed at the exterior of the building or in damp or wet locations shall be hot dipped galvanized after fabrication. Conform to ASTM A123. Where exterior structural steel members are cut, drilled or welded, or galvanizing is damaged, repair with a cold galvanizing repair compound with dry film containing not less than 93 percent zinc dust by weight, and complying with DOD-P-21035A or SSPC-Paint 20, as manufactured by ZRC Products Company, or equivalent.

3.19 GROUTING

- A. Install nonmetallic, nonshrink, grout for mechanical equipment base bearing surfaces, pump and other equipment base plates, and anchors. Mix grout according to manufacturer's written instructions.
- B. Clean surfaces that will come into contact with grout.
- C. Provide forms as required for placement of grout.
- D. Avoid air entrapment during placing of grout.
- E. Place grout, completely filling equipment bases.
- F. Place grout on concrete bases to provide smooth bearing surface for equipment.

- G. Place grout around anchors.
- H. Cure placed grout according to manufacturer's written instructions.

END OF SECTION 230500

SECTION 230513 – COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes general requirements for single-phase and polyphase, general-purpose, horizontal, small and medium, squirrel-cage induction motors for use on AC power systems up to 600 V and installed at equipment manufacturer's factory or shipped separately by equipment manufacturer for field installation.
- B. Related Sections include the following:
  - 1. Division 23 Sections for application of motors and reference to specific motor requirements for motor-driven equipment.

1.3 INFORMATIONAL SUBMITTALS

- A. VFD Testing and Adjustment Field Test Reports: Indicate and interpret test results for compliance with performance requirements.

1.4 QUALITY ASSURANCE

- A. Comply with NFPA 70.
- B. Listing and Labeling: Provide motors specified in this Section that are listed and labeled.
  - 1. Terms "Listed and Labeled": As defined in the National Electrical Code, Article 100.
- C. Minimum Efficiency: Conform to requirements of NEMA MG 1, Table 12-12, as per the Federal Energy Independence and Security Act of 2007 (EISA), and DOE 10 CFR 431, as applicable, for minimum energy efficiency ratings of motors.
- D. The Division 23 HVAC installer shall be responsible for any additional costs to the Division 26 electrical installer resulting from providing motors with high inrush current ratings, and any changes in motor sizes initiated by the Division 23 HVAC installer, from sizes scheduled on the drawings.
- E. Source Quality Control: Perform the following routine tests according to NEMA MG 1:

1. Measurement of winding resistance.
2. No-load readings of current and speed at rated voltage and frequency.
3. Locked rotor current at rated frequency.
4. High-potential test.
5. Alignment.

#### 1.5 COORDINATION

- A. Coordinate features of motors, installed units, and accessory devices to be compatible with the following:
1. Motor controllers.
  2. Torque, speed, and horsepower requirements of the load.
  3. Ratings and characteristics of supply circuit and required control sequence.
  4. Ambient and environmental conditions of installation location.

#### 1.6 SPECIAL WARRANTY

- A. Manufacturer's Extended Warranty on Motors Used with Variable-Frequency Controllers: Written warranty, signed by manufacturer agreeing to repair or replace motor, including labor.
1. Warranty Period: Manufacturer's standard, but not less than three (3) years after date of Substantial Completion.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:
1. Lincoln Motors; Div. of Regal Beloit
  2. Marathon Motors; Div. of Regal Beloit
  3. General Electric Co.
  4. Toshiba
  5. Baldor / Reliance Electric Co.
  6. US Motors; Div. of Nidec Motor Corp.
  7. WEG Electric Corp.
  8. Siemens
  9. TECO-Westinghouse Motor Co.
  10. Leroy-Somer; Div of Emerson Industrial Automation

## 2.2 GENERAL MOTOR REQUIREMENTS

- A. Comply with requirements in this Section except when stricter requirements are specified in HVAC equipment schedules or Sections.
- B. Comply with NEMA MG 1 unless otherwise indicated.
- C. Frequency Rating: 60 Hz.
- D. Voltage Rating: Determined by voltage of circuit to which motor is connected.
- E. Service Factor: According to NEMA MG 1, unless otherwise indicated.
- F. Enclosures: Open drip-proof (ODP), unless otherwise indicated. Use totally enclosed fan-cooled (TEFC) motors where installed at the exterior of the building or where installed in damp or wet locations.
- G. Enclosure Material: Cast iron for motor frame sizes 324T and larger; rolled steel for motor frame sizes smaller than 324T.
- H. Overload Protection:
  - 1. All motors shall be provided with thermal overload protection at the manual or magnetic motor starter or variable frequency controller, as per NFPA 70.
  - 2. All single phase motors, and all three phase motors used with variable frequency controllers shall have integral thermal protective devices.

## 2.3 MOTOR CHARACTERISTICS

- A. Duty: Continuous duty at ambient temperature of 40 deg C and at altitude of 270 feet above sea level.
- B. Capacity and Torque Characteristics: Sufficient to start, accelerate, and operate connected loads at designated speeds, at installed altitude and environment, with indicated operating sequence, and without exceeding nameplate ratings or considering service factor.

## 2.4 POLYPHASE MOTORS

- A. Description: NEMA MG 1, medium induction motor.
  - 1. Design Characteristics: NEMA MG 1, Design B, unless otherwise indicated.
  - 2. Minimum Energy-Efficient Design: Conform to EISA requirements.
  - 3. Stator: Copper windings, unless otherwise indicated. Multispeed motors have separate winding for each speed.
  - 4. Rotor: Squirrel cage, unless otherwise indicated.
  - 5. Bearings: Regreasable, shielded, antifriction ball bearings suitable for radial and thrust loading.
  - 6. Temperature Rise: Match insulation rating, unless otherwise indicated.

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7. Insulation: Class F, unless otherwise specified.
  8. All squirrel cage, three phase, induction motors 15 HP and larger shall have a maximum locked rotor starting KVA/HP no greater than that specified for NEMA Code "G" (5.6 to 6.3).
- B. Motors Used with Variable-Frequency Controllers or Indicated on the Drawings as "Inverter Duty": Ratings, characteristics, and features coordinated with and approved by controller manufacturer. Comply with the above article "Polyphase Motors" but with the following additional requirements:
1. Design Characteristics: NEMA MG 1, Part 31 "Definite-Purpose Inverter-Fed Polyphase Motors."
  2. Temperature Rise: Match rating for Class F insulation.
  3. Insulation: Class H.
  4. No limitation on cable run between motor and variable-frequency controller.
  5. Thermal Protection: Conform to NEMA MG 1 requirements for thermally protected motors.
  6. Bearing Protection: Motors 10 HP and larger shall be provided with ring type shaft grounding brushes (EST 'Aegis SGR' or approved equal). The rings may be motor factory mounted or field installed (split-type rings are acceptable). The rings shall be installed on either the drive end or the non-drive end of the motor in accordance with manufacturer's installation instructions. Clean the shaft and coat the contact surface on the shaft with the grounding ring manufacturer's recommended conductive paste (colloidal silver) before installing the ring.
  7. Frequency (Speed) Ratings: The motor shall be factory warranted by motor manufacturer to operate at frequencies between 6Hz and 90 Hz. Higher frequency ratings shall be provided where required by the equipment manufacturer to achieve the required performance, however the speed limitations of Table 30-1 of NEMA MG-1 shall not be exceeded unless explicitly scheduled otherwise.

## 2.5 SINGLE-PHASE MOTORS

- A. Type: As indicated or selected by manufacturer from one of the following, to suit starting torque and other requirements of specific motor application.
1. Permanent-split capacitor.
  2. Split-phase start, capacitor run.
  3. Capacitor start, capacitor run.
  4. Electrically commutated.
- B. Shaded-Pole Motors: Do not use, **unless motors are smaller than 1/20 hp.**
- C. Electrically Commutated (EC) Motors (ECMs): Brushless DC design with a permanent magnet rotor and solid state inverter circuitry to accept and AC power input and to control the power output and speed of rotation. Provide ECMs where explicitly indicated, either in other Division 23 Sections, or on the Drawings, with the following characteristics:
1. Integral controllability down to 20% of full, rated speed. No external speed controller shall be required.
  2. Speed shall be adjustable by integral potentiometer dial or by 0-10 VDC control signal, as required by the application and control sequence of operation.
  3. Minimum 75% efficiency over full speed range.

4. Ball bearings which are not dependent on motor speed for lubrication.
- D. Thermal Protection: Where indicated or required, internal protection automatically opens power supply circuit to motor when winding temperature exceeds a safe value calibrated to temperature rating of motor insulation. Thermal protection device automatically resets when motor temperature returns to normal range, unless otherwise indicated.
- E. Bearings: Ball-bearing type for all EC type motors, belt-connected motors, and other motors with high radial forces on motor shaft. Sealed, permanently prelubricated sleeve bearings are acceptable for other, single-phase motors.

### PART 3 - EXECUTION

#### 3.1 VARIABLE FREQUENCY DRIVE TESTS AND SETTING ADJUSTMENTS

- A. The Division 23 Contractor is responsible for the work of this article for each variable frequency drive (VFD) provided under this Project regardless of which Division provided each VFD.
- B. Adjustments shall be made in accordance with the VFD manufacturer's recommendations and requirements. Where required, the VFD manufacturer's authorized representative shall be present for drive commissioning and set-up procedures/adjustments. For factory equipment mounted VFDs, the equipment manufacturer's representative shall be present.
- C. All required VFD parameter setting adjustments shall be made to ensure the proper and safe operation of the driven equipment, including start up, shut-down, and emergency operational modes, including VFD bypass / hand modes, as applicable. The required tests and adjustments include, but are not limited to, the following:
  1. Coordinate with the automatic temperature controls supplier / sub-contractor to make all operational and control parameter adjustments, including lock-out of any resonant speeds.
  2. VFD Communications: Verify that the VFD is communicating with the building automation system, including read and write parameter settings.
  3. Testing and Balancing: Perform the following adjustments in cooperation with the Testing and Balancing Agent.
    - a. For belt-drive fans equipped with variable frequency drives, set the drive output to 60 Hz and adjust the belt-drive sheaves to achieve the scheduled (design) fan performance.
      - 1) Determine and record the maximum output frequency that results in operation of the motor at 95% of the motor nameplate ampacity.
      - 2) Report the recorded test results to the Engineer.
      - 3) Re-set the VFDs maximum output speed to the value recommended by the Architect / Engineer. Verify that this value corresponds to, or is lower than, the maximum RPM for the fan wheel class.
    - b. For direct-drive fans equipped with variable frequency drives, determine the output frequency of the drive required to achieve the scheduled (design) fan performance.

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- 1) Note that the required output frequency is very often above 60 Hz.
  - 2) Record the required output frequency at the design fan performance and measure voltage and amps of the motor for each phase.
  - 3) Additionally, determine and record the maximum output frequency that results in operation of the motor at 95% of the motor nameplate ampacity or operation of the fan just above breakdown torque of the motor, whichever is reached first.
  - 4) Report the recorded test results to the Engineer.
  - 5) Re-set the VFDs maximum output speed to the value recommended by the Architect / Engineer. Verify that this value corresponds to, or is lower than, the maximum RPM for the fan wheel class.
- c. For pumps powered through variable frequency drives, set the maximum output frequency of the drive to a speed that results in operation of the motor at 95% of the motor nameplate ampacity. Note that this will often be above 60 Hz.
4. Test for smooth and stable operation of the equipment at speeds varying from minimum to maximum.
  5. Test the manual bypass (when present) and 'soft' bypass / hand mode to prove proper operation.
    - a. For direct drive fans, set the maximum output frequency of the drive (including under soft bypass / hand modes) to prevent operating the fan wheel from operating at an RPM that is above the maximum RPM for the fan wheel class.
  6. VFD carrier frequency settings shall be field adjusted to the lowest value that does not create objectionable noise in occupied spaces in order to minimize motor temperatures. Settings lower than 6 kHz are desirable.
  7. In cooperation with the Division 26 Contractor, set field-adjustable switches and circuit-breaker trip ranges.
  8. Jog each motor and verify proper motor rotation.
  9. Conduct tests to verify that the following VFD features are working correctly:
    - a. Automatic Reset/Restart: The VFD attempts six (6) restarts after controller fault or on return of power after an interruption and before shutting down for manual reset or fault correction.
    - b. Power-Interruption Protection: To prevent motor from re-energizing after a power interruption until motor has stopped.
    - c. Enable and test the bidirectional auto-speed search feature that permits starting into rotating loads spinning in either direction and returning motor to set speed in proper direction, without damage to controller, motor, or load.
    - d. Motor Temperature Compensation at Slow Speeds: Adjustable current fall-back based on output frequency for temperature protection of self-cooled, fan-ventilated motors at slow speeds.
  10. Verify that selector switches with control circuit in both hand and automatic positions have been connected to all safety-type control devices such as low- and high-pressure cutouts, high-temperature cutouts, and motor overload protectors.
  11. Verify that interlock wiring between local disconnect switches and remote VFDs has been provided.



END OF SECTION 230513

SECTION 230516 - EXPANSION FITTINGS AND LOOPS FOR HVAC PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Division 23 Section "Hangers and Supports for HVAC Piping and Equipment" for general piping hangers, horizontal piping spring hangers and supports, trapeze supports, and requirements for metal fabrications.
- C. Division 23 Section "Hydronic Piping" for general requirements of flexible grooved mechanical joints.

1.2 SUMMARY

- A. This Section includes pipe expansion fittings and loops for HVAC piping systems, and the following:
  - 1. Packed slip expansion joints.
  - 2. Flexible hose expansion loops.
  - 3. Pipe bends and swing joints.
  - 4. Guides and anchors.
  - 5. Resilient piping riser anchor supports, guides, and spring supports.
  - 6. **[Delegated design and engineering requirements.]**

1.3 PERFORMANCE REQUIREMENTS

- A. **Compatibility:** Products suitable for piping system fluids, materials, working pressures, and temperatures.
- B. **Capability:** Absorb 200 percent of calculated maximum piping expansion between anchors.

1.4 DELEGATED DESIGN AND BIDDING

- A. The Drawings indicate the general layout and sizes of piping required. The Drawings also indicate the general location and quantity of expansion loops, expansion joints, and anchors for coordination and basic design intent purposes only.

1. Acceptable expansion loop types may include field built pipe loops ('Z' and 'L' shapes) and pre-manufactured flexible hose expansion loops.
  2. Deflections offered by flexible grooved joint mechanical couplings [may][shall not] be used as part of the delegated design specified in this Section[, however they may not be used to the extent whereby the Contractor seeks to eliminate joints and loops indicated on Drawings in their entirety, and all recommendations of the coupling manufacturer shall be strictly followed].
  3. Guides, where not depicted, are omitted for clarity and shall be provided as recommended by the expansion fitting or loop manufacturer, or as otherwise specified in this Section.
- B. It is the scope of the Division 23 Contractor's work to provide all guides, anchors, swing joints, expansion joints, and expansion loops required in order to comply with allowable pipe stress limits per ASME B31.9 – Building Services Piping (2004), in addition those shown on the Drawings.
- C. The Division 23 Contractor shall include in his bid price the cost of the delegated design professional engineer, and the materials and labor required to comply with their final design of the expansion fitting and loop systems specified herein.
- D. Attachments to building structure for anchors, loops, and all other piping supports and restraints shall be approved by the Structural Engineer of Record.
- E. Refer to the "Action Submittals" and "Quality Assurance" articles herein for additional information.

#### 1.5 ACTION SUBMITTALS

- A. Product Data: For each type of pipe expansion compensator, expansion joint, expansion loop and alignment guide indicated. Include dimensions, type, fitting style, thrust, maximum axial extension, compression, offset, and maximum temperature and pressure ratings.
- B. Shop Drawings and Delegated Design: Signed and sealed by a qualified professional engineer licensed in the state where the project is located. Drawings shall show the locations of all flexible hose piping loops, expansion joints and compensators, guides, and anchors, all relevant position of the building structural system, the piping system's ambient and operating conditions, and maximum calculated / predicted movements.
1. Design Calculations: For thermal expansion of piping systems and selection and design of expansion joints, loops and bends. Calculations shall include pipe stress at end conditions and branch off locations, and anchor and guide reaction forces and moments.
  2. Anchor Details: Detail fabrication of each indicated. Show dimensions and methods of assembly.
  3. Alignment Guide Details: Detail field assembly and anchorage.
  4. Schedule: Indicate type, manufacturer's number, size, material, pressure rating, end connections, and location for each expansion joint.
  5. Riser Supports: Include riser diagrams and calculations showing initial and final loads on spring supports, guide spacing, anticipated expansion and contraction at each support

point, initial and final loads on building structure, and spring deflection changes. Include certification that riser system was examined for excessive stress and that none exists.

6. The stress analysis specified above, for projects where new piping connects to an existing piping system, shall also be performed for the existing piping system, extending from the points of connection of new piping to existing piping to the nearest anchors on the existing piping system. The Contractor is responsible for performing all necessary field measurements and survey of existing piping systems in order for the analysis to be performed by the delegated design engineer.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For each type of pipe expansion compensator, expansion joint and expansion loop, signed by product manufacturer.
- B. Welding certificates.

#### 1.7 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For pipe expansion joints to include in operation and maintenance manuals.

#### 1.8 QUALITY ASSURANCE

- A. Delegated Design and Final Engineering Responsibility: The Division 23 Contractor is responsible for the delegated design and engineering provisions of this Section. Provide for the design and preparation of Shop Drawings and calculations for expansion fittings and loops by a qualified professional engineer.
  1. The engineer providing these design services shall be the same individual providing calculations and design in accordance with Division 23 Section "Hangers and Supports for HVAC Piping and Equipment."
    - a. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where the Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of expansion fittings and loops that are similar to those indicated for this Project in material, design, and extent.
    - b. The engineer providing these design services shall be the same individual providing calculations and design in accordance with the delegated design requirements of Division 23 Section "Vibration Controls for HVAC" and "Hangers and Supports for HVAC Piping and Equipment". Refer to the Quality Assurance article for additional qualification requirements.
    - c. The engineer providing these design services may be an employee of an expansion fitting and loop manufacturer, of the Contractor, or another company.

- B. Welding: Qualify processes and operators according to ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications."
- C. All **[flexible hose expansion loops][ and ][expansion compensators][ and ][expansion joints]** shall be designed, manufactured and tested in accordance with the latest applicable industry standards including the "Standards of the Expansion Joint Manufacturers Association", 8<sup>th</sup> Edition (2003).

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

**EDITOR'S NOTE: Retain only paragraph A or paragraph B below – not both**

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Packed Slip Expansion Joints:
    - a. Adsko Manufacturing, LLC.
    - b. Advanced Thermal Systems, Inc.
    - c. Metraflex, Inc.
    - d. U.S. Bellows Inc.
  - 2. Flexible Grooved Mechanical Joint Coupling Expansion Joints:
    - a. Victaulic (Style 155).
    - b. Anvil Gruvlok (Figure 7240).
    - c. Tyco Grinnell (Figure 7550).
  - 3. Flexible Hose Expansion Loops:
    - a. Metraflex, Inc.(Metraloop or V-Loop)
    - b. Flex-Hose Co. Inc. (Tri-Flex Loop)
    - c. Flexicraft Industries (ML Loop)
    - d. Mason Industries Inc. (60E Vee Flexible Hose)
    - e. Hyspan Precision Products Inc. (Series 4500 V-Flex)
  - 4. Guides for Horizontal Pipe:
    - a. Adsko Manufacturing Corp.
    - b. Grinnell Corp.
    - c. Metraflex, Inc.
    - d. Advanced Thermal Systems Inc.
    - e. Flex-Hose Co. Inc.
    - f. Mason Industries Inc. ('ASG' and 'SPG' series)

5. Resilient Pipe Riser Anchor Supports, Guides, and Spring Supports:

- a. Kinetics Noise Control Inc.
- b. Mason Industries Inc.
- c. The VMC Group.
- d. Vibration Eliminator Co., Inc.

2.2 EXPANSION JOINTS

- A. Packed, Slip-Joint Expansion Joints: ASTM F 1007, carbon-steel, packing type designed for repacking under pressure and pressure rated for 250 psig at 400 deg F (1725 kPa at 204 deg C) minimum. Include asbestos-free PTFE packing, compound limit stops. Housing shall have a lifting ring.
1. Configuration: Single- or double-joint class with base, unless otherwise indicated.
  2. Sliding Surface: 2 mil thick chrome finish.
  3. End Connections: Flanged or weld ends to match piping system.

2.3 FLEXIBLE HOSE EXPANSION LOOPS

- A. Manufactured assembly with two or three flexible-metal-hose legs joined by long-radius, 180- or 90-degree return bend; with inlet and outlet elbow fittings, corrugated Type 321 stainless steel inner hoses, and single or double braided Type 304 stainless steel outer sheaths. The loops shall be engineered to move in all three planes, and shall impart no thrust loads to system anchors. Loop shall be suitable for up to 4 inches of in-plane expansion compensation unless otherwise noted on the Drawings, or accepted by the Architect / Engineer through the delegated design submittal.
1. Flexible loops shall have a factory supplied support nuts/clips located on the return elbow(s), and a 1/2" NPT drain/air release plug.
  2. Hydronic Service Ratings: Loops shall be suitable for a working pressure of no less than 150 psig at 250 deg. F. Provide a double braid as required to meet this rating.
  3. End Connections: Flanged or screwed ends to match piping system.
  4. Nested Configurations: For multiple pipes running in parallel, each requiring loops.

2.4 GUIDES FOR HORIZONTAL PIPE

- A. Steel, factory fabricated, with bolted two-section outer cylinder and base for alignment of piping and guiding spider for bolting to pipe. Painted finish on all surfaces except those making sliding contact.

2.5 PIPE-RISER RESILIENT ANCHOR SUPPORT

- A. Description: All-directional, acoustical pipe anchor consisting of two steel tubes separated by a minimum 1/2-inch- (13-mm-) thick neoprene.
  - 1. Vertical-Limit Stops: Steel and neoprene vertical-limit stops arranged to prevent vertical travel in both directions.
  - 2. Maximum Load Per Support: 500 psig (3.45 MPa) on isolation material providing equal resistance to movement in all directions.
- B. Product shall be Mason Industries "ADA", or approved equal from a herein specified acceptable manufacturer.

## 2.6 RESILIENT PIPE RISER GUIDES

- A. Description: Telescopic arrangement of two steel tubes or post and sleeve arrangement separated by a minimum 1/2-inch- (13-mm-) thick neoprene.
  - 1. Factory-Set Height Guide with Shear Pin: Shear pin shall be removable and re-insertable to allow for selection of pipe movement. Guides shall be capable of motion to meet location requirements.
- B. Product shall be Mason Industries "VSG", or approved equal from a herein specified acceptable manufacturer.

## 2.7 PIPE RISER SPRING SUPPORTS

- A. Spring Isolators: Freestanding, laterally stable, open-spring-type isolators.
  - 1. Outside Spring Diameter: Not less than 80 percent of the compressed height of the spring at rated load.
  - 2. Minimum Additional Travel: 50 percent of the required deflection at rated load.
  - 3. Lateral Stiffness: More than 0.75 times the rated vertical stiffness. The spring diameter shall be no less than 0.8 of the compressed height of the spring at rated load.
  - 4. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.
  - 5. Baseplates: Factory drilled for bolting to structure and bonded to a 1/4-inch-thick, rubber isolator pad attached to the baseplate underside. Size baseplates to limit floor loading to 500 psig.
  - 6. Top Plates: Provide threaded studs for fastening and leveling equipment.
  - 7. Finishes: Baked enamel for metal components on isolators for interior use. Hot-dip galvanized for metal components on isolators for exterior use.
- B. Product shall be Mason Industries "SLF", or approved equal from a herein specified acceptable manufacturer.

## 2.8 MISCELLANEOUS ANCHOR MATERIALS

- A. Structural Steel: ASTM A 36/A 36M.
- B. Bolts and Nuts: ASME B18.10 or ASTM A 183, steel, hex head.
- C. Washers: ASTM F 844, steel, plain, flat washers.
- D. Mechanical Fasteners: Insert-wedge-type stud with expansion plug anchor for use in hardened portland cement concrete, and tension and shear capacities appropriate for application.
  - 1. Stud: Threaded, zinc-coated carbon steel.
  - 2. Expansion Plug: Zinc-coated steel.
  - 3. Washer and Nut: Zinc-coated steel.
- E. Grout: ASTM C 1107, Grade B, factory-mixed and -packaged nonshrink and nonmetallic grout; suitable for interior and exterior applications.
  - 1. Characteristics: Post-hardening, volume-adjusting, dry, hydraulic-cement grout.
  - 2. Properties: Nonstaining, noncorrosive, and nongaseous.
  - 3. Design Mix: 5000-psi, 28-day compressive strength.

### PART 3 - EXECUTION

#### 3.1 GENERAL INSTALLATION REQUIREMENTS

- A. Install expansion compensators between sections of fin tube radiation as recommended by supplier.
- B. Install expansion joints and loops as recommended by supplier.
- C. Install expansion joints and loops of sizes matching size of piping in which they are installed.
- D. Install alignment guides to allow expansion and to avoid end-loading and torsional stress.
- E. Install packed-type expansion joints with packing suitable for fluid service.
- F. Install metal-bellows expansion joints according to EJMA's "Standards of the Expansion Joint Manufacturers Association, Inc."
- G. Install ball joints with the ball end down to prevent foreign matter from collecting between neck of ball and retainer, when installed in vertical sections of piping. Do not loosen ball joint retainer during installation, or utilize ball joints as unions.
- H. Flexible hose expansion loops shall be installed in a neutral, pre-compressed, or pre-extended condition as required by the application. Loops installed hanging down shall be fitted with a drain plug. Loops installed straight up shall be fitted with a manual air vent. Loops installed level or upwards shall have the return bend supported.



3.2 PIPE RISER RESILIENT ANCHORS, GUIDES, AND SPRING SUPPORTS

- A. All vertical piping risers longer than the limits prescribed below shall be supported by resilient anchors, guides, and spring isolators as herein specified or as shown on the Drawings, whichever is more demanding. The limits are:
  - 1. Heating Hot Water Piping: 60 feet.
  - 2. Chilled Water Piping: 80 feet.
  - 3. Heat Pump Source Water Piping: 80 feet.
  - 4. Condenser Water Piping: 80 feet.
- B. Refer to Division 23 Section "Hangers and Supports for HVAC Piping and Equipment" for the support of risers with lengths not exceeding the above values.
- C. Spring isolators supports shall be selected recognizing the weight of the filled pipe, as applicable, and the calculated movement. Assigned loads must be within the building design limits at the support points. The initial spring deflection shall be a minimum of 0.75", or four (4) times the thermal movement at the isolator location, whichever is greater. For bidding purposes, the Contractor shall anticipate that spring supports will be required at frequently as every other floor slab.
- D. Neutral central resilient anchors close to the center of the run shall direct movement up and down. The anchors shall be capable of holding an upward force equal to the water weight when the system is drained. If one level cannot accommodate this force, anchors can be located on 2 or 3 adjacent floors.
- E. Resilient guides shall be spaced and sized in accordance with the spring support manufacturer's recommendations to control excessive lateral movement imposed on the spring supports. For bidding purposes, the Contractor shall anticipate that guides will be required as frequently as every third floor slab.
- F. Provide steel clamps or brackets to mate piping to anchors, spring supports, and guides. Weld steel clamps or brackets to steel piping at anchors and guides. Welding is not required at spring supports if a pipe clamp is used. For copper risers, transition to steel piping with a pair of dielectric fittings at the location of the anchor or guide.
- G. Horizontal Piping at the Top and Bottom and Horizontal Branches at Intermediate Floors:
  - 1. All hangers on horizontal piping, within the first 25 feet of the riser (as measured along the piping centerline down all branches / sub-branches), shall be of the spring isolation type (MSS Type 48, 49, 50, 51, 52, 53, 54, 55, or 56).
  - 2. Piping branches off of the sub-main within the first 25 feet of the riser shall be made with swing connections that recognize the vertical movement of the horizontal sub-main due to the vertical movement of the riser.
    - a. The 'sub-main' is defined to be the horizontal piping connecting directly to the riser.
  - 3. Fixed piping anchor points or connections to equipment anywhere within 25 feet of the riser (as measured along the piping centerline down the sub-main and all sub-branches) shall require the use of flexible piping hoses (for piping 2" and smaller) or flexible hose expansion

loops (for piping 2-1/2" and larger) to absorb the anticipated movement of the piping to prevent stress and movement at the equipment / anchor point.

### 3.3 PIPE BEND AND LOOP FABRICATION

- A. Install pipe bends and loops, constructed of materials specified in Division 23 Section **Hydronic Piping**", cold-sprung in tension or compression as required to partly absorb tension or compression produced during anticipated change in temperature.
- B. Deflections offered by flexible grooved joint mechanical couplings **[may][shall not]** be used as part of the delegated design specified in this Section[, **however they may not be used to the extent whereby the Contractor seeks to eliminate joints and loops indicated on Drawings in their entirety, and all recommendations of the coupling manufacturer shall be strictly followed]**.
- C. Attach pipe bends and loops to anchors.
  - 1. Steel Anchors: Attach by welding. Comply with ASME B31.9 and ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications."
  - 2. Concrete Anchors: Attach by fasteners. Follow fastener manufacturer's written instructions.

### 3.4 SWING CONNECTIONS

- A. Connect risers and branch connections to mains with at least five pipe fittings, including tee in main.
- B. Connect risers and branch connections to terminal units with at least four pipe fittings, including tee in riser.
- C. Connect mains and branch connections to terminal units with at least four pipe fittings, including tee in main.

### 3.5 GUIDE INSTALLATION

- A. Install guides on piping adjoining manufactured expansion loops and expansion joints / compensators at the spacing and quantity recommended by the loop or joint manufacturer.
  - 1. Exception: Guides may be omitted for flexible hose loops where the omission of guides specifically approved by the loop manufacturer.
- B. Attach guides to pipe and secure to building structure.
- C. Install two (2) guides on each side of expansion loops that are field fabricated and comprised of piping. Install guides nearest to expansion joint not more than four pipe diameters from expansion loop.

- D. Select spider guides to accommodate the specified insulation thickness.
- E. Do not use guides as hangers or supports unless specifically permitted by the guide manufacturer. Loads shall not exceed published limits.

### 3.6 ANCHOR INSTALLATION

- A. Install anchors at locations to prevent stresses from exceeding those permitted by ASME B31.9 and to prevent transfer of loading and stresses to connected equipment.
- B. Fabricate and install steel anchors by welding steel shapes, plates, and bars to piping and to structure. Comply with ASME B31.9 and AWS D1.1.
  - 1. Anchor Attachment to Steel Structural Members: Attach by welding.
  - 2. Anchor Attachment to Concrete Structural Members: Attach by fasteners. Follow fastener manufacturer's written instructions.
  - 3. Anchor Attachment to Steel Pipe: Attach by welding. Comply with ASME B31.9 and ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications."
  - 4. Anchor Attachment to Copper Tubing: Attach with pipe hangers. Use MSS SP-69, Type 24; U bolts bolted to anchor.
- C. Install pipe anchors according to expansion fitting manufacturer's written instructions if expansion fittings are indicated.
- D. Use grout to form flat bearing surfaces for expansion fittings, guides, and anchors installed on or in concrete.

### 3.7 PAINTING

- A. Touching Up: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal are specified in Division 09.
- B. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 230516

SECTION 230519 - METERS AND GAGES FOR HVAC PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes meters and gages and related accessories for HVAC piping systems.
- B. Related Sections include the following:
  - 1. HVAC equipment Sections that specify meters and gages as part of factory-fabricated equipment.
  - 2. Division 23 Section "Instrumentation and Control for HVAC" for flow meters connected to the building automation system.
  - 3. Division 23 Section "Water Treatment for Open Loop Hydronic Systems"["Water Treatment for Steam System Feedwater" for contact head make-up water meters.

1.3 ACTION SUBMITTALS

- A. Product Data: Include scale range, ratings, and calibrated performance curves for each meter, gage, fitting, specialty, and accessory specified. Include schedule indicating manufacturer's number, scale range, fittings, and location for each meter and gage.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For meters and gages to include in maintenance manuals.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Liquid-in-Glass Thermometers:
  - a. Weksler / Ashcroft Inc.
  - b. Ernst Flow Industries
  - c. Miljoco Corp.
  - d. Terice: H. O. Terice Co.
  - e. Weiss Instruments, Inc.
2. Pressure Gages:
  - a. Weksler / Ashcroft Inc.
  - b. Ernst Flow Industries
  - c. Miljoco Corp.
  - d. Terice: H. O. Terice Co.
  - e. Weiss Instruments, Inc.
3. Test Plugs (P/T Ports):
  - a. Flow Design, Inc.
  - b. MG Piping Products Co.
  - c. National Meter.
  - d. Peterson Equipment Co., Inc.
  - e. Sisco Manufacturing Co.
  - f. Terice: H. O. Terice Co.
  - g. Watts Industries, Inc.; Water Products Div.
4. Sight Flow Indicators:
  - a. Dwyer Instruments Inc.
  - b. Emerson Process Management; Rosemount Div.
  - c. Ernst Flow Industries
  - d. Kobold Instruments Inc.
5. Venturi-Type Flow Meters:
  - a. Gerand Engineering Co.
  - b. Hyspan Precision Products Inc.
  - c. Preso; a Div. of Badger Meter Inc.
  - d. Veris Flow Measurement; a Div. of Armstrong Intl.
6. Pitot Tube Flow Meters:
  - a. ABB
  - b. Emerson Process Management; Rosemount Div.
  - c. Preso; a Div. of Badger Meter Inc.
  - d. Veris Flow Measurement; a Div. of Armstrong Intl.
7. Make Up Water Meters:
  - a. Master Meter, Inc.

- b. Hersey; a Div. of Mueller Systems LLC
- c. Sensus Technologies, Inc.
- d. Badger Meter Inc.
- e. Neptune Technology Group

## 2.2 THERMOMETERS, GENERAL

- A. Scale Range: Temperature ranges for services listed are as follows:
  - 1. Heating Hot Water: 30 to 240 deg F, with 2-degree scale divisions.
  - 2. Chilled Water: 0 to 100 deg F, with 1 or 2-degree scale divisions.
- B. Accuracy: Plus or minus 1 percent of range span or plus or minus one scale division to maximum of 1.5 percent of range span.

## 2.3 LIQUID-IN-GLASS THERMOMETERS

- A. Description: ASTM E 1.
- B. Case: Die cast and aluminum finished in baked-epoxy enamel, glass front, spring secured, 9 inches long.
- C. Adjustable Joint: Finish matching case, 180-degree adjustment in vertical plane, 360-degree adjustment in horizontal plane, with locking device.
- D. Tube: Red or blue reading, inorganic liquid-filled with magnifying lens.
- E. Scale: Satin-faced non-reflective aluminum with permanently etched markings.
- F. Stem: Copper-plated steel, aluminum, or brass for separable socket; of length to suit installation.

## 2.4 SEPARABLE SOCKETS (THERMOWELLS)

- A. Description: Fitting with protective socket for installation in threaded pipe fitting to hold fixed thermometer stem.
  - 1. Standard: ASME B40.200.
  - 2. Material: Brass, for use in copper piping.
  - 3. Material: Stainless steel, for use in steel piping.
  - 4. Extension-Neck Length: Nominal thickness of 2 inches, but not less than thickness of insulation. Omit extension neck for sockets for piping not insulated.
  - 5. Insertion Length: To extend 2 inches into pipe.
  - 6. External Threads: NPS 1/2, NPS 3/4, or NPS 1, (DN 15, DN 20, or NPS 25,) ASME B1.20.1 pipe threads.
  - 7. Internal Threads: 1/2, 3/4, and 1 inch (13, 19, and 25 mm), with ASME B1.1 screw threads.
  - 8. Bore: Diameter required to match thermometer bulb or stem.
  - 9. Cap: Threaded, with chain permanently fastened to socket.

10. Bushings: For converting size of socket's internal screw thread to size of thermometer connection.
- B. Heat-Transfer Compound: Thermally conductive compound (grease or paste form), containing heat conducting additives, suitable for service temperatures up to 390 deg F.
  1. Minimum conductivity (k): 16 BTU-in / hr-sq.ft-deg. F.
  2. Acceptable product: Omega Instruments "Omegatherm 201", or approved equal.

## 2.5 PRESSURE GAGES

- A. Description: ASME B40.1, phosphor-bronze bourdon-tube type with bottom connection; dry type, unless liquid-filled-case type is indicated. Liquid filled types should be filled with low temperature glycerin.
- B. Case: Drawn steel, brass, or aluminum with 4-1/2-inch-diameter, glass lens.
- C. Connector: Brass, NPS 1/4.
- D. Diaphragm Seal: For dirty water applications, including open loop condenser water systems.
- E. Flexible Capillary Tube: For use with remote mounted gauge on installations where the gauge is subject to pipeline vibration, such as immediately adjacent to pumps.
- F. Scale: White-coated aluminum with permanently etched markings.
- G. Accuracy: Grade A, plus or minus 1 percent of middle 50 percent of scale.
- H. Range: Comply with the following:
  1. Fluids under Pressure: Two times the operating pressure.
  2. Vacuum: 30 inches Hg of vacuum to two times the operating pressure.

## 2.6 PRESSURE-GAGE FITTINGS

- A. Valves: NPS 1/4 brass or stainless-steel needle type.
- B. Snubbers: ASME B40.5, NPS 1/4 brass bushing with corrosion-resistant porous-metal disc of material suitable for system fluid and working pressure. Include extension for use on insulated piping.

## 2.7 TEST PLUGS (P/T PORTS)

- A. Description: Nickel-plated, brass-body test plug in NPS 1/2 fitting.
- B. Body: Length as required to extend beyond insulation.

- C. Pressure Rating: 500 psig minimum.
- D. Core Inserts: Two self-sealing valves, suitable for inserting 1/8-inch OD probe from dial-type thermometer or pressure gage.
- E. Core Material for Air, Water, Oil, and Gas: 20 to 200 deg F, chlorosulfonated polyethylene synthetic rubber.
- F. Test-Plug Cap: Gasketed and threaded cap, with retention chain or strap.

## 2.8 SIGHT FLOW INDICATORS

- A. Description: Piping inline-installation device for visual verification of flow. Bronze or stainless-steel body, with sight glass and ball, flapper, or paddle wheel indicator, and threaded or flanged ends.
  - 1. Minimum Pressure Rating: 150 psig (1034 kPa).
  - 2. Minimum Temperature Rating: 200 deg F (93 deg C).
  - 3. End Connections for NPS 2 (DN 50) and Smaller: Threaded.
  - 4. End Connections for NPS 2-1/2 (DN 65) and Larger: Flanged.

## 2.9 MAKE-UP WATER METERS

- A. Description: AWWA C700, nutating disc type, bronze case, threaded ends. Mechanical register displaying totalized flow in gallons. Minimum Working-Pressure Rating: 150 psig (1035 kPa).

# PART 3 - EXECUTION

## 3.1 METER AND GAGE INSTALLATION, GENERAL

- A. Install meters, gages, and accessories according to manufacturer's written instructions for applications where used.

## 3.2 THERMOMETER INSTALLATION

- A. Install thermometers and adjust vertical and tilted positions.
- B. Install in the following locations:
  - 1. Inlet and outlet of each hydronic chiller.
  - 2. Inlet and outlet of each hydronic system boiler.
  - 3. Inlet and outlet of hydronic coils in air handling units.
  - 4. Two inlets and two outlets of each hydronic heat exchanger.



5. Inlet and outlet of each thermal-storage tank.
  6. Elsewhere as indicated on the Drawings or in other Division 23 Specifications.
- C. Install separable sockets (thermowells) in vertical position in piping tees where fixed thermometers are indicated.
1. Install with socket extending a minimum of 2 inches into fluid.
  2. Fill sockets with a thermally conductive compound (grease or paste form), containing heat conducting additives.

### 3.3 PRESSURE-GAGE INSTALLATION

- A. Install in the following locations:
1. Inlet and outlet of each pump, and before and after each balancing valve or balancing cock.
  2. Inlet and outlet of each hydronic chiller.
  3. Inlet and outlet of each hydronic system boiler.
  4. Inlet and outlet of hydronic coils in air handling units.
  5. Two inlets and two outlets of each hydronic heat exchanger.
  6. Inlet and outlet of each thermal-storage tank.
  7. Elsewhere as indicated on the Drawings or in other Division 23 Specifications.
- B. Install pressure gages in piping tees with pressure-gage valve located on pipe at most readable position.
- C. Install dry-type pressure gages, except where liquid filled are indicated or required.
- D. Install liquid-filled-type pressure gages at suction and discharge of each pump and in other locations subject to strong fluid pulsations. Provide compound type liquid-filled gauges on the suction side of pumps.
- E. Install pressure-gage needle valve and snubber in piping to pressure gages.
- F. Where indicated and where gauge installations are subject to strong vibrations and fluid particulates, provide a remote mounted gauge with flexible capillary with a diaphragm seal. Ashcroft Type 1115 or approved equal.
1. For locations subject to strong vibrations only, the diaphragm seal may be omitted.
  2. Provide a diaphragm seal on all pressure gauges on open loop condenser water systems.
  3. Provide remote mounted gauges on pump installations.

### 3.4 TEST PLUG (P/T PORT) INSTALLATION

- A. Install test plugs in piping tees.
- B. Do not expose plugs to soldering, brazing or welding heat. Complete this work before installing the plugs.

- C. Install the plug horizontally or higher (top of pipe) to reduce contamination / plugging potential.
- D. Install in the following locations:
  - 1. Inlet and outlet of each hydronic system.
  - 2. Inlet and outlet of each fluid cooler cell.
  - 3. Elsewhere as indicated on the Drawings or in other Division 23 Specifications.

### 3.5 FLOW-MEASURING SYSTEM INSTALLATION

- A. Install flowmeters in accessible and most readable positions in piping systems.
- B. Install flow-measuring elements and meters where indicated on the Drawings at discharge of each pump, at inlet of each hydronic coil in built-up central systems, and elsewhere as indicated.
- C. Install connection fittings for attachment to portable flowmeters in accessible locations.
- D. Assemble and install connections, tubing, and accessories according to manufacturer's written instructions.
- E. Install flowmeter elements, with at least minimum straight lengths of pipe, upstream and downstream from element according to manufacturer's written instructions.
  - 1. Locate flow measuring and straightening elements where recommended by the flow meter manufacturer to assure specified accuracy.

### 3.6 DOMESTIC MAKE UP WATER METER INSTALLATION

- A. Install water meters at locations indicated on the Drawings.
  - 1. Install displacement-type water meters with shutoff valve on water meter inlet. Install valve on water meter outlet and valved bypass around meter.

### 3.7 CONNECTIONS

- A. Piping installation requirements are specified in other Division 23 Sections. Drawings indicate general arrangement of piping and specialties. The following are specific connection requirements:
  - 1. Install meters and gages adjacent to machines and equipment to allow service and maintenance.
- B. Install sight flow indicators on connections to bypass feeders and filters, and elsewhere as shown on the Drawings.

### 3.8 ADJUSTING AND CLEANING

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- A. Calibrate meters according to manufacturer's written instructions, after installation.
- B. Adjust faces of meters and gages to proper angle for best visibility.
- C. Clean windows of meters and gages and clean factory-finished surfaces. Replace cracked and broken windows, and repair scratched and marred surfaces with manufacturer's touchup paint.

END OF SECTION 230519

SECTION 230523 - GENERAL-DUTY VALVES FOR HVAC PIPING

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes general duty valves common to several HVAC piping systems.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 23 piping Sections for specialty valves applicable to those Sections only.
  - 2. Division 23 Section "Identification for HVAC" for valve tags and charts.
  - 3. Division 23 Section "Instrumentation and Control for HVAC" for control valves and actuators.
  - 4. Division 23 Section "Hydronic Piping" for hydronic piping system component and equipment pressure ratings which apply to this Section, and for specialty valves.
  - 5. [Division 23 Section "Steam and Condensate Heating Piping" steam piping system component and equipment pressure ratings which apply to this Section.]

1.3 DEFINITIONS

- A. The following are standard abbreviations for valves:
  - 1. CWP: Cold working pressure.
  - 2. EPDM: Ethylene-propylene-diene terpolymer rubber.
  - 3. PTFE: Polytetrafluoroethylene plastic.
  - 4. TFE: Tetrafluoroethylene plastic (e.g. Teflon®).
  - 5. TFM: Modified, 2nd-generation TFE.
  - 6. RPTFE: Reinforced Polytetrafluoroethylene plastic (e.g. reinforced Teflon®).

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of valve indicated. Include body, seating, and trim materials; valve design; pressure and temperature classifications; end connections; arrangement; dimensions; and required clearances. Include list indicating valve and its application. Include rated capacities; shipping, installed, and operating weights; furnished specialties; and accessories.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance data for valves to include in the operation and maintenance manuals. Include detailed manufacturer's instructions on adjusting, servicing, disassembling, and repairing.

1.6 QUALITY ASSURANCE

- A. ASME Compliance: Comply with ASME B31.9 for building services piping and ASME B31.1 for power piping.
- B. ASME Compliance for Ferrous Valves: ASME B16.10 and ASME B16.34 for dimension and design criteria.
- C. NSF Compliance: NSF 61 for valve materials for potable-water service.
- D. MSS Compliance: Comply with the latest edition of various MSS Standard Practice documents referenced.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Prepare valves for shipping as follows:
  - 1. Protect internal parts against rust and corrosion.
  - 2. Protect threads, flange faces, and weld ends.
  - 3. Set globe and gate valves closed to prevent rattling.
  - 4. Set ball valves open to minimize exposure of functional surfaces.
  - 5. Set butterfly valves closed or slightly open.
  - 6. Block check valves in either closed or open position.
- B. Use the following precautions during storage:
  - 1. Maintain valve end protection.
  - 2. Store indoors and maintain valve temperature higher than ambient dew-point temperature. If outdoor storage is necessary, store valves off the ground in watertight enclosures.
- C. Use a sling to handle large valves. Rig to avoid damage to exposed parts. Do not use handwheels and stems as lifting or rigging points.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include, but are not limited to, the following:
  - 1. Ball Valves (Hydronic / Water Services):
    - a. Conbraco Industries, Inc.; Apollo Division.
    - b. Jamesbury; a Div. of Metso Corp.
    - c. NIBCO Inc.
    - d. Milwaukee Valve Company/ Hammond Valve
    - e. Stockham; a Div. of Crane Co.

2. Resilient Seated Butterfly Valves (Hydronic / Water Services):

- a. Bray International
- b. Cameron DEMCO
- c. Keystone; a Div. of Pentair PLC
- d. NIBCO Inc.
- e. Milwaukee Valve Company/ Hammond Valve

3. High Performance Butterfly Valves (Hydronic / Water Services)

- a. Bray International
- b. Cameron WKM
- c. Flowserve Corp.
- d. NIBCO Inc.
- e. Milwaukee Valve Company / Hammond Valve
- f. Jamesbury; a Div. of Metso Corp.

4. Swing Check Valves:

- a. Bonney Forge Corp.
- b. Milwaukee Valve Company / Hammond Valve
- c. NIBCO Inc.
- d. Stockham; a Div. of Crane Co.
- e. Velan Inc.

2.2 BASIC, COMMON FEATURES

- A. Source Limitations for Valves: Obtain each type of valve from single source from single manufacturer.
- B. Pressure and Temperature Ratings: Not less than as indicated elsewhere in this Section, and as required to suit system pressures and temperatures.
  - 1. Use only forged steel and cast steel valves on high pressure steam system applications where pressures exceed 125 psig.
  - 2. Use only cast iron valves and bronze valves rated for a minimum of 250 psig system working pressure on all ANSI Class 250/300 hot water and chilled water applications.
- C. Sizes: Same size as upstream pipe, unless otherwise indicated.
- D. Operators: Use the following operators and handwheels:
  - 1. Direct-Mount Handwheels: For valves other than quarter turn.
  - 2. Lever Handles: For quarter-turn valves 4 inches and smaller, where no more than 80 lbs. of force are required to fully open or close the valve
  - 3. Gear-Drive Operators: For quarter-turn valves 5 inches and larger, or where full closing or opening of the valve requires more than 80 lbs. of force. Gear-drive operator shall have a

- handwheel and a disc position/over-travel indicator to provide visual indication of disc position.
4. Chain-Wheel Operators: For valves 5 inches and larger, installed 96 inches or higher above finished floor elevation.
- E. Threads: ASME B1.20.1.
- F. Flanges: ASME B16.1 for cast iron, ASME B16.5 for steel, and ASME B16.24 for bronze valves.
- G. Solder Joint: ASME B16.18.
1. Caution: Where soldered end connections are used for check valves, use solder having a melting point below 840 deg F.
  2. Solder joints are not permitted for ball valves lacking 6" long factory-provided copper extensions.

### 2.3 BALL VALVES (HYDRONIC / WATER)

- A. Ball Valves, 2 Inches and Smaller: MSS SP-110, Classes 150 and 300, 600-psi CWP, ASTM B 584 bronze body and bonnet, 2-piece construction; chrome-plated brass ball; full port; blowout proof; bronze or brass stem; Teflon seats and seals; threaded end connections, or with factory-provided 6" copper extensions with female 'solder cup' ends:
1. Operator: Vinyl-covered carbon steel lever handle. Provide a lockshield where elsewhere specified or indicated on the Drawings.
  2. Stem Extension: For valves installed in insulated piping. The stem shall be enclosed in a protective sleeve that allows operation of valve without breaking the vapor seal to the sleeve or disturbing the insulation. The extension shall be 2" long.
  3. Non-Conductive and Insulated Extension Handle: For chilled water and other below-ambient piping applications, in lieu of the operator and stem extension specified immediately above, provide Milwaukee "The Insulator/MS", NIBCO "Nibseal", or Apollo "Therma-Seal" valve operator.
- B. Ball Valves, 2.5 Inches through 4 Inches: MSS SP-72, Class 125, 200-psi CWP Rating; 125 SWP. ASTM A 126, Class B cast iron split-type body. Flanged ends, PTFE seat, Type 304 stainless steel ball and blowout proof stainless steel stem. Full port design. Maximum temperature of 350 deg. F.
1. Operator: Vinyl-covered carbon steel or ductile iron lever handle.

### 2.4 HIGH PERFORMANCE BUTTERFLY VALVES (HYDRONIC)

- A. For Hydronic Services up to 210 deg. F.: MSS-SP-68, Class 150[ and 300]. Valve shall be of the double offset design. Guaranteed for bubbletight shutoff, high performance type, suitable for 285-psi[ and 740-psi] CWP, complete with lug type carbon steel or 316 stainless steel body, and extended neck, and with disc, seat retainer, shaft, bearings, and packing gland all constructed of Type 17-4PH, 316, or 317 stainless steel. Packing shall be PTFE. Seat shall be PTFE. Bodies shall be furnished with ANSI Class 150[ and Class 300] tapped lugs and flange bolts to allow downstream piping to be disconnected leaving the valve in line to control the flow. Bolts shall be

installed at each side of the lugs to allow downstream piping to be disconnected. Stem to disc connection shall be of the geometric type (e.g. stem with square, hexagonal, or splined shape) or double external welded-in pin type. Pins shall be stainless steel. Single pins, pins that penetrate both sides of the disc and create a potential leak path, or pins that are not welded into place are not acceptable. Setscrews are not acceptable.

1. At the Contractor's Option, in lieu of providing Class 150 high performance butterfly valves in sizes 2-1/2" to 4", for hydronic services where the system operating temperature does not exceed 210 deg. F., iron body ball valves may be provided.
2. At the Contractor's Option, in lieu of providing Class 150 high performance butterfly valves in sizes 2-1/2" to 12", for hydronic services where the system operating temperature does not exceed 210 deg. F., a may be provided. The valve shall be furnished by Victaulic with a pair of Figure 45R flange adapter nipples. Coupling gaskets for connecting the valve to the flange adapters shall be "EHP" type rated for 250 deg. F. The valve shall include the following features:
  - a. Type: Ductile iron body, double offset disc design, with grooved ends.
  - b. Seat: EPDM, rated for 250 deg. F.
  - c. Disc: ASTM A-351 Grade CF8M stainless steel.
  - d. Stem and Stem Seal Cartridge: ASTM A-564, Grade 17-4PH stainless steel. Stem shall be offset from the disc centerline, away from the seat, for full 360-degree circumferential seating.
  - e. Operator: As specified elsewhere in this Section.

## 2.5 SWING CHECK VALVES

### A. Hydronic / Water Services:

1. Swing Check Valves, 2 Inches and Smaller: MSS SP-80; Class[es] 150[ and 300], 300-psi CWP; horizontal swing, Y-pattern; ASTM B 62 cast-bronze body and cap, rotating bronze disc with rubber seat or composition seat, threaded or soldered end connections;
2. Swing Check Valves, 2-1/2 Inches and Larger: MSS SP-71, Class[es] 125[ and 250], 200-psi CWP, ASTM A 126 cast-iron body and bolted cap, horizontal-swing bronze disc, flanged end connections.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine piping system for compliance with requirements for installation tolerances and other conditions affecting performance of valves. Do not proceed with installation until unsatisfactory conditions have been corrected.
- B. Examine valve interior for cleanliness, freedom from foreign matter, and corrosion. Remove special packing materials, such as blocks, used to prevent disc movement during shipping and handling.
- C. Operate valves from fully open to fully closed positions. Examine guides and seats made accessible by such operation.



- D. Examine threads on valve and mating pipe for form and cleanliness.
- E. Examine mating flange faces for conditions that might cause leakage. Check bolting for proper size, length, and material. Check gasket material for proper size, material composition suitable for service, and freedom from defects and damage.
- F. Do not attempt to repair defective valves; replace with new valves.

### 3.2 INSTALLATION

- A. Install valves as indicated, according to manufacturer's written instructions.
- B. Shut-Off Valve Orientation on Horizontal Piping: Unless recommended otherwise by the valve manufacturer, install ball and butterfly valves with their stems vertical, with the valve actuator on top. Where valves on insulated piping are not easily visible from below, provide an identifying label at the valve, on the bottom of the pipeline.
  - 1. Exception: Where space restrictions prevent reasonable access to the operator with a vertical stem orientation, or where chain wheels are required, valves may be installed with their stems horizontal (actuator on side of pipeline), or at an intermediate position between horizontal and vertical.
- C. Piping installation requirements are specified in other Division 23 Sections. Drawings indicate the general arrangement of piping, fittings, and specialties.
- D. Install valves with unions or flanges at each piece of equipment arranged to allow servicing, maintenance, and equipment removal without system shutdown.
- E. Provide a union immediately downstream of threaded end valves.
- F. Locate valves for easy access and provide separate support where necessary.
- G. Install valves in a position to allow full stem movement.
- H. Install bypass valves on all system isolation and shut-off valves.
- I. For chain-wheel operators, extend chains to 60 inches above finished floor elevation, unless directed otherwise by Engineer or Owner.
- J. Installation of Check Valves: Install for proper direction of flow as follows:
  - 1. Swing Check Valves: Horizontal position with hinge pin level.
- K. Install valve tags and valve schedules as specified in Division 23 Section "Identification for HVAC".

### 3.3 SOLDERED CONNECTIONS

- A. Cut tube square and to exact lengths.

- B. Clean end of tube to depth of valve socket with steel wool, sand cloth, or a steel wire brush to a bright finish. Clean valve socket.
- C. Apply proper soldering flux in an even coat to inside of valve socket and outside of tube.
- D. Remove the cap and disc holder of swing check valves having composition discs.
- E. Insert tube into valve socket, making sure the end rests against the shoulder inside valve. Rotate tube or valve slightly to ensure even distribution of the flux.
- F. Apply heat evenly to outside of valve around joint until solder melts on contact. Feed solder until it completely fills the joint around tube. Avoid hot spots or overheating valve. Once the solder starts cooling, remove excess amounts around the joint with a cloth or brush.

### 3.4 THREADED CONNECTIONS

- A. Note the internal length of threads in valve ends and proximity of valve internal seat or wall to determine how far pipe should be threaded into valve.
- B. Align threads at point of assembly.
- C. Apply appropriate tape or thread compound to the external pipe threads, except where dry seal threading is specified.
- D. Assemble joint, wrench tight. Wrench on valve shall be on the valve end into which the pipe is being threaded.

### 3.5 FLANGED CONNECTIONS

- A. Align flange surfaces parallel.
- B. Assemble joints by sequencing bolt tightening to make initial contact of flanges and gaskets as flat and parallel as possible. Use suitable lubricants on bolt threads. Tighten bolts gradually and uniformly with a torque wrench.

### 3.6 VALVE END SELECTION

- A. Select valves with the following ends or types of pipe/tube connections:
  - 1. Copper Tube Size, 2 Inches and Smaller: Soldered or threaded[ or pressure seal] ends.
  - 2. Steel Pipe Sizes, 2 Inches and Smaller: Threaded end.
  - 3. Steel Pipe Sizes, 2-1/2 Inches and Larger: Flanged or lugged.

### 3.7 APPLICATION SCHEDULE

- A. General Application (Hydronic Systems): Use ball and butterfly valves for shutoff duty; flow control valves and balancing cocks for throttling duty. Refer to piping system Specification

Sections for specific valve applications and arrangements. Provide valves suitable for working pressures encountered in each system.

- B. General Application: Use gate, ball, and butterfly valves for shutoff duty; globe for throttling duty. Refer to piping system Specification Sections for specific valve applications and arrangements. Provide valves suitable for working pressures encountered in each system.
- C. Domestic Make-Up Water Systems: Use the following valve types:
  - 1. Ball Valves: Class 150, 600-psi CWP, with stem extension.
  - 2. Butterfly Valves: Class 150.
  - 3. Check Valves: Class 125, swing type.
- D. Hydronic Heating Hot Water and Chilled Water Systems: Use the following valve types:
  - 1. Ball Valves: Class 150, 600-psi CWP, with stem extension.
  - 2. High Performance Butterfly Valves: Class 150.
  - 3. Check Valves: Class 150, bronze body swing check with rubber seat or Class 125 cast-iron body swing check.
  - 4. Provide spring-loaded "silent check" valves at pumps as specified in Section "Hydronic Piping".

### 3.8 JOINT CONSTRUCTION

- A. Refer to Division 23 Section "Common Work Results for HVAC" for basic piping joint construction.
- B. Soldered Joints: Use ASTM B 813, water-flushable, lead-free flux; ASTM B 32, lead-free-alloy solder; and ASTM B 828 procedure, unless otherwise indicated.

### 3.9 ADJUSTING

- A. Adjust or replace packing after piping systems have been tested and put into service, but before final adjusting and balancing. Replace valves if leak persists.

END OF SECTION 230523

**SECTION 230529 - HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section
- B. Division 05 for structural-steel shapes and plates for pipe and equipment supports.
- C. Division 23 Section "Expansion Fittings and Loops for HVAC Piping" for pipe guides and anchors, and piping riser spring supports.
- D. Division 23 Section "Vibration and Seismic Controls for HVAC" for equipment and piping systems requiring vibration isolation hangers and supports.
- E. Division 23 Section "Ductwork" for duct hangers and supports.

**1.2 SUMMARY**

- A. This Section includes hangers and supports for HVAC system piping and equipment.
- B. This Section also includes delegated design requirements for wind restraints for exterior piping, and equipment.

**1.3 DEFINITIONS**

- A. MSS: Manufacturers Standardization Society for the Valve and Fittings Industry.
- B. Terminology: As defined in MSS SP-58.

**1.4 PERFORMANCE REQUIREMENTS**

- A. Design channel support systems for piping to support multiple pipes capable of supporting the combined weight of supported systems, system contents, and test water.
- B. Design heavy-duty steel trapezes for piping to support multiple pipes capable of supporting the combined weight of supported systems, system contents, and test water.

**1.5 ACTION SUBMITTALS**

- A. **Product Data:** For each type of pipe hanger, channel support system component, and thermal-hanger shield insert indicated.
- B. **Delegated Design Calculations and Shop Drawings:** The Division 23 Contractor shall provide fabrication and installation drawings and include load and stress analyses calculations, signed and sealed by a professional engineer registered in the jurisdiction where the Project is located for the following:
  - 1. Pipe hangers and supports for piping 4 inches and larger, and where two or more pipes are routed in parallel within the same structural bay, with each sized at 2 1/2 inches or larger.
  - 2. Equipment supports.
  - 3. Pipeline anchors and guides.
  - 4. The engineer providing these design services shall be the same individual providing calculations and design in accordance with the delegated design requirements of Division 23 Section "Expansion Fittings and Loops for HVAC Piping". Refer to the Quality Assurance article in that section for qualification requirements.
- 5. **Wind-Restraint Details:**
  - a. **Design Analysis:** To support selection and arrangement of wind restraints for exterior piping, equipment, and ductwork. Include calculations of combined tensile and shear loads. Calculate static and dynamic loading due to equipment weight, operation, and wind forces required to select wind restraints.
    - 1) **Wind-Restraint Loading:** Comply with ASCE Standard 7 (2010), as per the project location, Exposure Category B, and a Building Risk Category of III. Design restraints for the greater of the following:
      - a) 3-Second Gust Design Wind Speed per ASCE Std. 7-10.
      - b) 16 lb./sq. ft. multiplied by maximum area of HVAC component projected on vertical plane normal to wind direction, and 45 degrees either side of normal.
  - b. **Details:** Indicate fabrication and arrangement. Detail attachments of restraints to the restrained items and to the structure. Show attachment locations, methods, and spacing. Identify components, list their strengths, and indicate directions and values of forces transmitted to the structure during design wind events. Indicate association with vibration isolation devices.
  - c. Coordinate vibration isolation details with wind-restraint details required for equipment mounted outdoors. Comply with requirements in other Sections for equipment mounted outdoors.

## 1.6 INFORMATIONAL SUBMITTALS

- A. **Welding Certificates:** Copies of certificates for welding procedures and operators.

1.7 QUALITY ASSURANCE

- A. Welding: Qualify processes and operators according to ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications."
- B. Delegated Design and Engineering Responsibility: The Division 23 Contractor is responsible for the delegated design and engineering provisions of this Section. Provide for the design and preparation of Shop Drawings and calculations for each multiple pipe support and trapeze, and equipment support, by a qualified professional engineer.
  - 1. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in the jurisdiction where the Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of hangers and supports that are similar to those indicated for this Project in material, design, and extent.
  - 2. The engineer providing these design services shall be the same individual providing calculations and design in accordance with the delegated design requirements of Division 23 Section "Vibration Controls for HVAC" and "Expansion Loops for HVAC Piping". Refer to the Quality Assurance articles in these Sections for additional qualification requirements.
  - 3. The design, layout and selection of piping hangers, and supports, and anchors, and expansion fittings and loops shall comply with this specification section and Division 23 Section "Expansion Loops for HVAC Piping" shall conform to the allowable pipe stress limits defined by ASME B31.9 – Building Services Piping (2004).
    - a. Perform dead load pipe stress analyses on piping systems where the piping is 8 inches or larger in diameter.
    - b. Once final piping layouts have been established and coordinated with the other disciplines, and approved by the Architect / Engineer, a set of these coordination drawings shall be forwarded to the Professional Engineer who shall in turn complete his pipe dead load and stress analysis, and shall select and design the pipe hangers, and supports, expansion loops, fittings, and guides. Shop drawings of piping hangers and expansion devices shall then be prepared. Shop drawings shall be stamped by the Professional Engineer with his/her registration seal prior to submission for approval.
    - c. Comply with MSS SP-127 for bracing exterior piping against wind and seismic loads.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

H.F. LENZ COMPANY  
PROJECT NO. 2017-3009.01  
WATERBURY PALACE THEATER  
HVAC UPGRADES

DATE: OCTOBER 31, 2018  
SECTION NO. 23 0529  
HANGERS AND SUPPORTS FOR  
HVAC PIPING AND EQUIPMENT  
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1. Pipe Hangers, Saddles, and Shields:
  - a. Anvil International, Inc.
  - b. Carpenter & Paterson, Inc.
  - c. Modern Pipe Hanger Co., Inc.
  - d. National Pipe Hanger Corp.
  - e. Penn Pipe Hanger Corp.
  - f. ERICO International Corporation.
2. Channel Support Systems:
  - a. Anvil International, Inc.; Power-Strut Unit.
  - b. Carpenter & Paterson, Inc.
  - c. National Pipe Hanger Corp.
  - d. Thomas & Betts Corp.
  - e. Unistrut Corp.
  - f. ERICO International Corporation.
3. Thermal-Hanger Shields and Shield Inserts:
  - a. Buckaroos Inc.
  - b. Carpenter & Paterson, Inc.
  - c. National Pipe Hanger Corp.
  - d. Pipe Shields, Inc.
  - e. Thermal Pipe Shields, Inc.
  - f. Value Engineered Products, Inc.
  - g. ERICO International Corporation.
4. Drilled-In Mechanical Fastener Systems for Concrete:
  - a. Gunnebo Fastening Corp.
  - b. Hilti, Inc.
  - c. ITW Ramset/Red Head.
5. Prefabricated Flashed-In Roof Support Rails, Pipe Curbs and Portals:
  - a. Roof Products and Systems (RPS); a Div. of Hart and Cooley Inc.
  - b. Thycurb Inc.
  - c. The Pate Co.
  - d. Greenheck Fan Corp.
  - e. MKT Metal Manufacturing
  - f. PortalsPlus; a Div. of Hart and Cooley Inc.
  - g. United Enertech Corp.
6. Non-Penetrating Rooftop Support Systems:
  - a. PHP Systems / Design
  - b. Caddy Pyramid; a Div. of Pentair
  - c. Big Foot Systems
  - d. Miro Industries, Inc.

## 2.2 MANUFACTURED UNITS

- A. Pipe Hangers, Supports, and Components: MSS SP-58, factory-fabricated components. Refer to "Hanger and Support Applications" Article in Part 3 for where to use specific hanger and support types.
1. Galvanized, Metallic Coatings: For all piping hangers, supports, supplemental steel, hardware and accessories. All piping hangers, supports, hardware and accessories located outside shall be stainless steel or hot-dipped galvanized, no exceptions.
    - a. Likewise, all hangers, supports, hardware, and accessories located in the pool rooms, pool equipment rooms, and acid rooms, and other similar spaces with corrosive chlorine atmospheres shall also be hot dipped galvanized, and additionally provided with a finish coat of epoxy acrylic or acrylic urethane paint after installation and final adjustments have been made. Color shall be as selected by the Architect. Surfaces shall be cleaned and etch-primed prior to painting. The paint finish shall be no less than 2 mils thick (dry). The use of stainless steel in such applications is prohibited.
  2. Nonmetallic Coatings: On attachments for electrolytic protection where attachments are in direct contact with copper tubing.
- B. Channel Support Systems: MFMA-2, factory-fabricated components for field assembly.
1. Coatings: Manufacturer's standard finish. All channel support systems and accessories exposed to weather shall be stainless steel or hot-dipped galvanized, no exceptions.
    - a. Pool rooms, pool equipment rooms, and similar spaces with corrosive chlorine atmospheres shall use hot dipped galvanized materials provided with an epoxy acrylic or acrylic urethane paint finish coat as specified above.
  2. Nonmetallic Coatings: On attachments for electrolytic protection where attachments are in direct contact with copper tubing.
- C. Pipe Covering Protection Saddles: MSS Type 39, fabricated from carbon steel plate with edges rolled and ground smooth. Minimum length shall be 12". Depth of saddle shall be no less than the adjoining piping insulation thickness.
- D. Thermal-Hanger Shields and Shield Inserts: High compressive-strength insulation, with an MSS Type 40 G90 galvanized sheet metal shield. Shield shall have rounded corners.
1. Insulation Material for Cold Piping: ASTM C 552, Type I cellular glass, or ASTM C 1126, Type III rigid phenolic foam with a minimum 3.75 PCF density.. Insulation shall have a low perm (0.02 perm or less) all service jacket.
  2. Insulation Material for Hot Piping: ASTM C 552, Type I cellular glass or water-repellent-treated, ASTM C 533, Type I calcium silicate.
  3. Plenum Rating: Insulation shall have a flame spread index of less than 25, and a smoke developed index less than 50, when tested in accordance with ASTM E84-15a.
  4. Insulation Length: Extend 2 inches (50 mm) beyond sheet metal shield for piping operating below ambient air temperature.



5. Insulation Thickness: Same thickness as adjoining piping insulation. Insulation shall span 360 degrees.
6. Shield for Trapeze or Clamped System: Shield shall cover entire circumference of pipe (360 degrees).
7. Shield for Clevis Hanger: Shield shall cover no less than the lower 180 degrees of pipe.
8. Minimum Shield Lengths and Gauge:
  - a. Piping Sizes up to 3": 6" long and 20 gauge.
  - b. Piping sizes from 4" to 10": 9" long and 18 gauge.
  - c. Piping Sizes larger than 10": 12" long and 16 gauge.
  - d. Additional thickness and length shall be provided as required to prevent more than 5% compression of insulation with the piping system filled.

## 2.3 MISCELLANEOUS MATERIALS

- A. Power-Actuated Drive-Pin Fasteners: Power-actuated-type (e.g. pneumatic-actuated, powder-actuated, etc.), drive-pin attachments with pull-out and shear capacities appropriate for supported loads and building materials where used. Fasteners shall be galvanized steel, except use stainless steel where supporting stainless steel hangers and supports.
  1. Power-actuated concrete fasteners may only be used on standard-weight aggregate concretes, or for slabs more than 4 inches thick. Concrete shall be completely cured prior to placement.
  2. NOTE: Do not use power-actuated concrete fasteners for lightweight-aggregate concrete or for slabs less than 4 inches thick.
- B. Drill-In Mechanical-Anchor Fasteners: Insert-type attachments with pull-out and shear capacities appropriate for supported loads and building materials where used. Fasteners shall be galvanized steel, except use stainless steel where supporting stainless steel hangers and supports. Anchors shall be of the expansion-wedge or screw-in type.
- C. Structural Steel: ASTM A 36/A 36M, steel plates, shapes, and bars, galvanized. All structural steel members, plates, shapes, and bars exposed to weather shall be hot-dipped galvanized, no exceptions.
- D. Grout: ASTM C 1107, Grade B, factory-mixed and -packaged, non-shrink and nonmetallic, dry, hydraulic-cement grout.
  1. Characteristics: Post hardening and volume adjusting; recommended for both interior and exterior applications.
  2. Properties: Non-staining, noncorrosive, and nongaseous.
  3. Design Mix: 5000-psi (34.5-MPa), 28-day compressive strength.

## 2.4 PREFABRICATED FLASHED-IN ROOF SUPPORT RAILS, CURBS, AND PIPE PORTALS

- A. General: Provide prefabricated equipment mounting rails for installation of roof mounted equipment and piping, and prefabricated pipe curb / portal systems for piping extended through the roof. Rails, curbs, and portals shall be secured to the roof deck or slab. Hardwood blocking

shall be provided to render a level and smooth surface under the full length of bearing surface of the rail, curb, or portal.

- B. Construction: Equipment rails shall be minimum 14 gauge galvanized steel of monolithic construction with integral base plate/mounting flange, continuously-welded corner seams, factory-installed pressure-treated wood nailers, 1-1/2" thick 3 PCF density fiberglass insulation adhered to inside of curb walls and 24 gauge galvanized steel counter-flashing. Lengths and quantity shall be as required for installation of the equipment shown.
1. Overall height of rails shall be no less than 24". Provide taller rails or additional support steel from the rails in order to elevate the equipment and groups of pipes above the roof as required, or as scheduled in Figure 6-4 of SMACNA Publication "HVAC Duct Construction Standards--Metal and Flexible, 3rd Edition (2005), whichever is higher.
  2. Overall height of curbs and pipe portal bases shall be no less than 14".
  3. Pipe portals and curb bases and pipe support rails shall be as specified above for support rails except construction shall be minimum 18 gauge galvanized steel.
  4. Fasteners and other hardware used to fasten equipment and pipe hangers to the wood nailers shall be stainless steel or hot dipped galvanized steel, with neoprene backed washers.
  5. Quantity and spacing of pipe support rails shall be as required to provide the required support intervals per the referenced MSS standards and this Section. The quantity shown on the Drawings (if any) is diagrammatic only.
- C. Curb Covers: The pipe portals shall be furnished with a laminated acrylic coated ABS plastic curb cover with pre-punched holes and molded sealing ring on an 8" collared opening and an EPDM compression molded rubber cap and necessary stainless steel clamps.
1. Curb covers shall be resistant to ozone and ultraviolet sun rays. The molded sealing ring on the collared opening and the groove in the rubber cap shall be installed to assure a weathertight pressure and mechanical lock. The protective rubber caps shall have a serviceable temperature range of -60 degrees F. to +250 degrees F. The conical shaped steps of the nipple shall provide a taut waterproof seal around the pipe. The stainless steel clamps shall provide added protection to guarantee the seal.
- D. Provide sheet metal rain caps and counter-flashing for large diameter piping extending through curbs for which the above specified curb covers are not available. The rain cap and counter-flashing shall be constructed of 24 gauge galvanized sheet steel with seams soldered or brazed, or continuously welded stainless steel. The exposed surface of the rain cap, if not welded stainless steel, shall be bitumastic coated for a completely watertight installation. Counter-flashing shall be securely clamped directly to the pipes by means of a flashing collar to form a watertight seal. Exterior insulation and metal pipe jacketing shall be installed over top of counter-flashing. Thoroughly seal where insulation terminates. The underside of the rain cap shall be insulated by adhering 2" thick, 3 PCF density glass fiberboard insulation to interior surface.

### PART 3 - EXECUTION

#### 3.1 HANGER AND SUPPORT APPLICATIONS

- A. Specific hanger requirements are specified in Sections specifying equipment and systems.

- B. Refer to Division 23 Section "Vibration and Seismic Controls for HVAC" for equipment and piping systems requiring vibration isolation hangers and supports.
- C. Comply with MSS SP-58 and 127 for pipe hanger selections and applications that are not specified in piping system Specification Sections. Install hangers, supports, clamps, and attachments as required to properly support piping from the building structure.
- D. Use nonmetallic coatings on attachments for electrolytic protection where attachments are in direct contact with copper tubing.
- E. Use thermal-hanger shield inserts for insulated piping and tubing.
- F. Horizontal-Piping Hangers and Supports: Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types:

**EDITOR'S NOTE:** For pictures of MSS Types listed below, see Table 1 from MSS SP-58: Technical Support Documents\230529 - MSS SP-58, Table 1 - Hanger and Support Types.pdf

- 1. Modern Pipe Supports Corp. Figure 404, Government ring pipe clamp with Figure 540 turn buckle adjuster and threaded rod hanger.
- 2. Adjustable, Steel Clevis Hangers (MSS Type 1): For suspension of non-insulated or insulated stationary pipes, NPS 1/2 to NPS 30 (DN 15 to DN 750).
- 3. Yoke-Type Pipe Clamps (MSS Type 2): For suspension of 120 to 450 deg F (49 to 232 deg C) pipes, NPS 4 to NPS 16 (DN 100 to DN 400), requiring up to 4 inches (100 mm) of insulation.
- 4. Carbon- or Alloy-Steel, Double-Bolt Pipe Clamps (MSS Type 3): For suspension of pipes, NPS 3/4 to NPS 24 (DN 20 to DN 600), requiring clamp flexibility and up to 4 inches (100 mm) of insulation.
- 5. Steel Pipe Clamps (MSS Type 4): For suspension of cold and hot pipes, NPS 1/2 to NPS 24 (DN 15 to DN 600), if no insulation is specified / required.
- 6. U-Bolts (MSS Type 24): For support of heavy pipes, NPS 1/2 to NPS 30 (DN 15 to DN 750).
- 7. Clips (MSS Type 26): For support of insulated pipes on channel type and trapeze supports that are not subject to expansion or contraction.
- 8. Pipe Saddle Supports (MSS Type 36): For support of pipes, NPS 4 to NPS 36 (DN 100 to DN 900), with steel pipe base stanchion support and cast-iron floor flange.
- 9. Pipe Stanchion Saddles (MSS Type 37): For support of pipes, NPS 4 to NPS 36 (DN 100 to DN 900), with steel pipe base stanchion support and cast-iron floor flange and with U-bolt to retain pipe.
- 10. Adjustable Pipe Saddle Supports (MSS Type 38): For stanchion-type support for pipes, NPS 2-1/2 to NPS 36 (DN 65 to DN 900), if vertical adjustment is required, with steel pipe base stanchion support and cast-iron floor flange.
- 11. Single Pipe Rolls (MSS Type 41): For suspension of pipes, NPS 1 to NPS 30 (DN 25 to DN 750), from 2 rods if longitudinal movement caused by expansion and contraction might occur.
- 12. Adjustable Roller Hangers (MSS Type 43): For suspension of pipes, NPS 2-1/2 to NPS 20 (DN 65 to DN 500), from single rod if horizontal movement caused by expansion and contraction might occur.
- 13. Complete Pipe Rolls (MSS Type 44): For support of pipes, NPS 2 to NPS 42 (DN 50 to DN 1050), if longitudinal movement caused by expansion and contraction might occur but vertical adjustment is not necessary.

14. Pipe Roll and Plate Units (MSS Type 45): For support of pipes, NPS 2 to NPS 24 (DN 50 to DN 600), if small horizontal movement caused by expansion and contraction might occur and vertical adjustment is not necessary.
  15. Adjustable Pipe Roll and Base Units (MSS Type 46): For support of pipes, NPS 2 to NPS 30 (DN 50 to DN 750), if vertical and lateral adjustment during installation might be required in addition to expansion and contraction.
- G. Vertical-Piping Clamps: Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types:
1. Extension Pipe or Riser Clamps (MSS Type 8): For support of pipe risers, NPS 3/4 to NPS 20 (DN20 to DN500).
  2. Carbon- or Alloy-Steel Riser Clamps (MSS Type 42): For support of pipe risers, NPS 3/4 to NPS 20 (DN20 to DN500), if longer ends are required for riser clamps.
- H. Hanger-Rod Attachments: Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types:
1. Steel Turnbuckles (MSS Type 13): For adjustment up to 6 inches (150 mm) for heavy loads.
  2. Steel Clevises (MSS Type 14): For 120 to 450 deg F (49 to 232 deg C) piping installations.
  3. Malleable-Iron Sockets (MSS Type 16): For attaching hanger rods to various types of building attachments.
  4. Steel Weldless Eye Nuts (MSS Type 17): For 120 to 450 deg F (49 to 232 deg C) piping installations.
- I. Building Attachments: Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types:
1. Steel or Malleable Concrete Inserts (MSS Type 18): For upper attachment to suspend pipe hangers from concrete ceiling.
  2. Top-Beam C-Clamps (MSS Type 19): For use under roof installations with bar-joist construction to attach to top flange of structural shape.
  3. Side-Beam or Channel Clamps (MSS Type 20): For attaching to bottom flange of beams, channels, or angles.
  4. Center-Beam Clamps (MSS Type 21): For attaching to center of bottom flange of beams.
  5. Welded Beam Attachments (MSS Type 22): For attaching to bottom of beams if loads are considerable and rod sizes are large.
  6. C-Clamps (MSS Type 23): For structural shapes.
  7. Top-Beam Clamps (MSS Type 25): For top of beams if hanger rod is required tangent to flange edge.
  8. Side-Beam Clamps (MSS Type 27): For bottom of steel I-beams.
  9. Steel-Beam Clamps with Eye Nuts (MSS Type 28): For attaching to bottom of steel I-beams for heavy loads.
  10. Linked-Steel Clamps with Eye Nuts (MSS Type 29): For attaching to bottom of steel I-beams for heavy loads, with link extensions.
  11. Malleable Beam Clamps with Extension Pieces (MSS Type 30): For attaching to structural steel.
  12. Welded-Steel Brackets: For support of pipes from below or for suspending from above by using clip and rod. Use one of the following for indicated loads:

- a. Light (MSS Type 31): 750 lb (340 kg).
  - b. Medium (MSS Type 32): 1500 lb (675 kg).
  - c. Heavy (MSS Type 33): 3000 lb (1350 kg).
13. Side-Beam Brackets (MSS Type 34): For sides of steel or wooden beams.
  14. Plate Lugs (MSS Type 57): For attaching to steel beams if flexibility at beam is required.
  15. Horizontal Travelers (MSS Type 58): For supporting piping systems subject to linear horizontal movement where head room is limited.
- J. Saddles and Shields: Unless otherwise indicated and except as specified in piping system Specification Sections, install factory fabricated saddles and shields of the following types:
1. Steel Pipe-Covering Protection Saddles (MSS Type 39): Use only on hot steel piping without vapor barrier. Weld saddle to the steel pipe. Fill interior of saddle with the specified piping insulation.
  2. Protection Shields (MSS Type 40): Use on cold piping with vapor barrier, and all copper tubing. Length and metal thickness shall be as recommended by manufacturer to prevent crushing/compressing insulation.
  3. Thermal-Hanger Shield Inserts: For supporting insulated pipe, insert of high-density, 100-psi (690-kPa) minimum compressive-strength pipe insulation, same thickness as adjoining insulation with vapor barrier, with a sheet metal shield.
- K. Spring Hangers and Supports: Unless otherwise indicated and except as specified in piping system Specification Sections, install the following types:
1. Restraint-Control Devices (MSS Type 47): Where indicated to control piping movement.
  2. Spring Sway Braces (MSS Type 50): To retard sway, shock, vibration, or thermal expansion in piping systems.
  3. Spring Hangers for Piping 3" and Smaller:
    - a. Spring Cushions (MSS Type 48): For light loads if vertical movement does not exceed 1-1/4 inches (32 mm).
    - b. Spring-Cushion Roll Hangers (MSS Type 49): For equipping Type 41 roll hanger with springs.
  4. Pre-Compressed Spring Hangers and Supports for Piping 4" and Larger:
    - a. Variable-Spring Hangers (MSS Type 51): Preset (pre-compressed) to indicated load and limit variability factor to 25 percent to absorb expansion and contraction of piping system from hanger.
    - b. Variable-Spring Base Supports (MSS Type 52): Preset (pre-compressed) to indicated load and limit variability factor to 25 percent to absorb expansion and contraction of piping system from base support.
    - c. Variable-Spring Trapeze Hangers (MSS Type 53): Preset (pre-compressed) to indicated load and limit variability factor to 25 percent to absorb expansion and contraction of piping system from trapeze support.
  5. Constant Supports: For critical piping stress and if necessary to avoid transfer of stress from one support to another support, critical terminal, or connected equipment. Include auxiliary stops for erection, hydrostatic test, and load-adjustment capability. These supports include the following types:

- a. Horizontal (MSS Type 54): Mounted horizontally.
  - b. Vertical (MSS Type 55): Mounted vertically.
  - c. Trapeze (MSS Type 56): Two vertical-type supports and one trapeze member.
- L. Comply with MSS SP-58 and 127 for trapeze pipe hanger selections and applications that are not specified in piping system Sections.
- M. Comply with MFMA-102 for metal framing system selections and applications that are not specified in piping system Sections.
- N. Use power-actuated fasteners or mechanical-expansion anchors instead of building attachments where required in concrete construction.
- 1. Use power-actuated concrete fasteners only for standard-weight aggregate concretes where the for the slabs are more than 4 inches thick.
  - 2. NOTE: Do not use power-actuated concrete fasteners for lightweight-aggregate concrete or for slabs less than 4 inches thick.

### 3.2 HANGER AND SUPPORT INSTALLATION, GENERAL REQUIREMENTS

- A. Hanging piping and equipment from roof and floor decking in steel framed buildings is prohibited. All equipment shall be hung from building steel structural system (e.g. steel beams and joists).
- 1. Piping and equipment shall be supported directly from the building's steel beams or from miscellaneous structural steel provided by the Division 23 Contractor bearing on steel beams.
  - 2. Loads supported by steel bar joists exceeding 100 lbs. shall be located at the joist panel points, and shall not impose an eccentric load (twisting moment). Provide supplemental steel and align direct hanger connections to the joists with the joist centerline. Connect to the upper chord of the joist wherever it is possible to do so.
  - 3. Do not drill or cut building structural steel.
- B. Pipe Hanger Installation: Comply with MSS SP-58 and 127. Install hangers, supports, clamps, and attachments as required to properly support piping from building structure.
- C. Trapeze Pipe Hanger (MSS Type 59) Installation: Comply with MSS SP-58 and 127. Arrange for grouping of parallel runs of horizontal piping and support together on field-fabricated trapeze pipe hangers.
- 1. Pipes of Various Sizes: Support together and space trapezes for smallest pipe size or install intermediate supports for smaller diameter pipes as specified above for individual pipe hangers.
  - 2. Field fabricate from ASTM A 36/A 36M, steel shapes selected for loads being supported. Weld steel according to AWS D1.1.
  - 3. Threaded rods shall be minimum 3/8" size.
- D. Metal Framing System Installation: Arrange for grouping of parallel runs of piping and support together on field-assembled metal framing systems.

- E. Thermal-Hanger Shield Installation: Install in pipe hanger or shield for insulated piping.
- F. Fastener System Installation in Concrete Slab Construction:
  - 1. Install power-actuated fasteners for use in lightweight concrete or concrete slabs at least 4 inches (100 mm) thick in concrete after concrete is placed and completely cured. Use operators that are licensed by power-actuated tool manufacturer. Install fasteners according to power-actuated tool manufacturer's operating manual.
  - 2. Install drilled-in mechanical-expansion anchors in concrete after concrete is placed and completely cured. Install fasteners according to manufacturer's written instructions.
  - 3. Anchor capacity used in design shall be based on the technical data published by the manufacturer or such other method as approved by the Architect and Structural Engineer of Record.
  - 4. Anchor capacity is dependent upon spacing between adjacent anchors and proximity of anchors to edge of concrete. Install anchors in accordance with the manufacturer's recommended spacing and edge clearances.
  - 5. Reinforcing bars in the concrete structure may conflict with specific anchor locations. Exercise care to avoid damaging existing reinforcing or embedded items. The Contractor shall review the structural drawings and shall undertake to locate the position of the reinforcing bars near the locations of the concrete anchors, by Hilti 'Ferroskan, GPR', X-rays, or other non-invasive means approved by the Architect and Structural Engineer of Record. Notify the Architect and Structural Engineer of Record if reinforcing steel or other embedded items are encountered during drilling.
  - 6. Install concrete inserts before placing concrete.
- G. Roof-Curb-Mounting-Type Pipe Stands: Assemble components or fabricate pipe stand and mount on permanent, stationary roof support rail.
- H. Install hangers and supports complete with necessary inserts, bolts, rods, nuts, washers, and other accessories.
- I. Equipment Support Installation: Fabricate from welded-structural-steel shapes.
- J. Install hangers and supports to allow controlled thermal [and seismic] movement of piping systems, to permit freedom of movement between pipe anchors, and to facilitate action of expansion joints, expansion loops, expansion bends, and similar units.
- K. Install lateral bracing with pipe hangers and supports to prevent swaying.
- L. Install building attachments within concrete slabs or attach to structural steel. Install additional attachments at concentrated loads, including valves, flanges, and strainers, NPS 2-1/2 (DN 65) and larger and at changes in direction of piping. Install concrete inserts before concrete is placed; fasten inserts to forms and install reinforcing bars through openings at top of inserts.
- M. Load Distribution: Install hangers and supports so piping live and dead loads and stresses from movement will not be transmitted to connected equipment.
- N. Pipe Slopes: Install hangers and supports to provide indicated pipe slopes and so maximum pipe deflections allowed by ASME B31.1 (for power piping) and ASME B31.9 (for building services piping) are not exceeded.

- O. The base of piping at base-mounted circulating pumps shall be supported by steel pipe stanchions. Pipe stanchions shall be a minimum of 30 percent of the nominal pipe size of the pipe being supported. The steel base plate shall be a minimum 1/2-inch-thick and its size shall be selected for fastening to the floor with a minimum of four (4) 1/2-inch bolts. If the pump is mounted on an inertia base, the base plates shall bear on the inertia base.
- P. Piping connections to boilers, coils, pumps, pressure vessels, chillers, heat exchangers, air separators, basket strainers, and similar items shall be supported in such a manner that no pipe load is exerted on the vessel nozzles.
- O. Insulated Piping: Comply with the following:
  - 1. Attach clamps and spacers to piping.
    - a. Piping Operating above Ambient Air Temperature: Clamp may project through insulation.
    - b. Piping Operating below Ambient Air Temperature: Use thermal-hanger shield or shield insert with clamp sized to match OD of insert.
    - c. Do not exceed pipe stress limits according to ASME B31.1 for power piping and ASME B31.9 for building services piping.
  - 2. Install MSS SP-58, Type 39 pipe covering protection saddles, only on hot steel piping without vapor barrier.
    - a. Thermal-hanger shield inserts shall be used. Include steel weight-distribution plate for pipe NPS 4 (DN100) and larger if pipe is installed on rollers.
  - 3. Install MSS SP-58, Type 40 protective shields on cold piping with vapor barrier and on copper tubing. Shields shall span arc of at least 180 degrees with clevis hangers and roller supports, and 360 degrees with clamps.
    - a. Thermal-hanger shield inserts shall be used. Include steel weight-distribution plate for pipe NPS 4 (DN100) and larger if pipe is installed on rollers.

### 3.3 PIPING RISER SUPPORTS

- A. Piping Risers for Heating Hot Water Supply and Return Piping:
  - 1. Risers of vertical piping sized 5-inches and smaller, but not extending more than 60 feet, shall be supported at each floor penetration by riser clamps.
  - 2. Risers of vertical piping sized 6-inches and larger, but not extending more than 60 feet, shall be supported at the lowest level by pipe stanchions. Pipe stanchions shall be a minimum of 30 percent of the nominal pipe size of the pipe being supported. It shall be provided with a base plate limiting loading on the structure to 2,000 pounds per square foot.
    - a. The riser shall be supported at each upper level floor penetration by riser clamps. Clamps shall be restricted from movement along the pipe by welding a minimum of four (4) shear lugs to the pipe. Refer to PFI (Pipe Fabrication Institute) Standard



b. Support locations shall be selected to permit uniform loading, provision for expansion or to suit space limitations. The riser clamps at exposed locations shall be of such design as to avoid creating a hazardous or unsightly condition and staying within space limitations.

- B. Piping Risers for Chilled Supply and Return Piping:**

- A. Fabricate structural-steel stands to suspend equipment from structure overhead.
- B. Fabricate structural steel stands to support equipment above floor where required or indicated on the Drawings. Where an equipment stand is not indicated or required, set equipment on concrete housekeeping pads no less than 4" high.
- C. Grouting: Place grout under supports for equipment and make smooth bearing surface.
- D. Provide lateral bracing, to prevent swaying, for equipment supports.

### 3.5 ROOF CURB AND RAIL INSTALLATION

- A. Install roof curbs, pipe portals, and support rails in such manner as maintain roof bond. Provide roof opening, flashing, counter-flashing, sealant, roof insulation and structural framing members. Secure roof-mounted equipment to support rails with stainless steel hardware.
- B. Provide supplemental wind restraints for exterior piping, ductwork, and equipment, as required to meet project wind restraint requirements, as determined by the delegated design engineer.

### 3.6 METAL FABRICATIONS

- A. Furnish and install miscellaneous iron work including, but not limited to, piping hangers, piping anchors and guides, and HVAC equipment supports. Additional structural members shall be furnished and installed to support the HVAC equipment without excessive stress or strain on the building construction. Structural beams and other structural members shall be furnished and installed under this Contract for anchors and guides where the building steel is not available or of sufficient size or weight to support or anchor pipe lines and equipment.
- B. Equipment and materials furnished and installed under this Contract which are not mounted on bases or floors shall be securely attached and supported from the main supporting structure of the building by metal hangers, clamps and/or brackets. Metal hangers, clamps and/or brackets shall be of suitable design and of sufficient strength to properly and safely support the materials and equipment involved.
- C. Cut, drill, and fit miscellaneous metal fabrications for heavy-duty steel trapezes and equipment supports.
  - 1. Where exterior structural steel members are cut, drilled or welded, or galvanizing is damaged, repair with a cold galvanizing repair compound with dry film containing not less than 93 percent zinc dust by weight, and complying with DOD-P-21035A or SSPC-Paint 20, as manufactured by ZRC Products Company, or equivalent.
- D. Fit exposed connections together to form hairline joints. Field-weld connections that cannot be shop-welded because of shipping size limitations.
- E. Field Welding: Comply with AWS D1.1 procedures for shielded metal arc welding, appearance and quality of welds, and methods used in correcting welding work, and with the following:
  - 1. Welding shall be done by qualified welders certified as having fully complied with acceptable qualification tests as prescribed by a reputable testing agency using procedures approved by the American Welding Society.
  - 2. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 3. Obtain fusion without undercut or overlap.
  - 4. Remove welding flux immediately.
  - 5. Finish welds at exposed connections so no roughness shows after finishing and contours of welded surfaces match adjacent contours.

3.7 ADJUSTING

- A. Hanger Adjustment: Adjust hangers to distribute loads equally on attachments and to achieve indicated or required slope of pipe.
- B. Trim excess length of continuous-thread hanger and support rods to 1-1/2 inches once the coordinated installations are complete. Any rod ends within 6'-8" of the finished floor shall be provided with rubber or vinyl screw thread caps and the piping or hanger marked with low clearance warning labels.

3.8 PAINTING

- A. Touching Up: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.
  - 1. Apply paint by brush or spray to provide a minimum dry film thickness of 2.0 mils (0.05 mm).
- B. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 230529

SECTION 230533 - HEAT TRACING FOR HVAC PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes self-regulating electric heat tracing cables for HVAC piping applications.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include rated capacities, operating characteristics, temperature tolerance ratings, and furnished specialties and accessories.
  - 2. Schedule heating capacity, length of cable, spacing, and electrical power requirement for each electric heating cable required.
- B. Shop Drawings: For electric heating cable.
  - 1. Include plans, elevations, sections, and attachment details.
  - 2. Include diagrams for power, signal, and control wiring.
  - 3. Tabulation of each heat trace circuit including I.D. number, pipe name, pipe size and insulation, pipe length, heat loss for pipe, valves, and supports, the required maintain temperature, the piping maximum temperature, heat trace type and size, heat trace length, spiral requirements, normal circuit current draw (amps) and voltage, and inrush circuit current draw (amps at 0°F).
  - 4. Electrical schematic of total heat trace system including each heat trace circuit. Include ambient thermostat, pipe line thermostats and circuit draw from previous tabulation; recommend circuit size.
  - 5. Isometric schematic of piping identifying each circuit location and each thermostat location.

1.4 INFORMATIONAL SUBMITTALS

- A. Field quality-control (commissioning and testing) reports.
- B. Sample Warranty: For special warranty.

1.5 CLOSEOUT SUBMITTALS

- A. Installation log and as-built drawings.
- B. Operation and Maintenance Data: For electric heating cables to include in operation and maintenance manuals.

1.6 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. All system components shall be designed, tested, and installed in accordance with IEEE 515.1 "Standard for the Testing, Design, Installation, and Maintenance of Electrical Resistance Heat Tracing for Commercial Applications".

1.7 COORDINATION

- A. Coordinate layout and installation of electric heating cables and system components with other construction and with piping and insulation installations.
- B. Coordinate the required electrical characteristics and power rough in location of each heat trace circuit with the Division 26 contractor.

1.8 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace electric heating cable that fails in materials or workmanship within specified warranty period.
  - 1. Warranty Period: Three (3) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Chromalox; a Div. of Spirax-Sarco
  - 2. Delta-Therm Corp.
  - 3. Raychem; a Div. of Pentair

2.2 HEAT TRACING SYSTEM

- A. General: Provide electric heating trace system for piping located at the exterior of the building. Heat tracing cables and accessories shall be installed by tradespersons skilled in this type of work. Methods of installation, electrical connections and similar requirements, shall be in strict accordance with the tracing manufacturer's recommendations and NEC 202 - 2013 "Installing and Maintaining Industrial Heat Trace Systems. Tracing shall be neatly attached along the pipe length and under the pipe insulation. Heat trace cables shall be cut to desired length required. Cable lengths for piping shall include cable on all in-line components including, but not limited to, flanges, pumps, valves, pipe supports/hangers, vents/drains and instruments.
- B. Heat Trace Cabling (For all piping services with maximum fluid temperatures below 150 deg F.): Freeze-protection tracing shall be an electrical heating strip of self-limiting, flexible, parallel circuit construction, consisting of a continuous inner core of semi-conductive material between two (2) 16 AWG parallel tinned or nickel plated copper bus wires and enclosed in a copper-tinned braided wire sheath and a modified polyolefin or fluoropolymer dielectric outer jacket.
1. Cable shall be wrapped and overlapped on valves, according to manufacturer's recommendations. The cable shall be designed for self-controlling its wattage output in response to actual pipe temperature, without overheating.
  2. Cable shall be of type which cannot burn out where overlapped.
  3. Cable shall have a watts/ft. power density (thermal output rating) at 50 degrees F. as recommended by the supplier for the diameter of piping being traced, or the power density indicated on the Drawings, whichever is larger.
  4. Cable shall be UL listed.
  5. Temperature Rating: The heating cable shall be designed and rated to tolerate a continuous exposure temperature up to 150°F with power on, and up to 185°F with the power off.
- C. Heat Trace Cabling for Heating Hot Water: The heating cable shall be generally as described above for lower temperature services except that it shall utilize 14 AWG nickel plated copper bus wires, and the heating cable shall be designed and rated to tolerate a continuous exposure temperature up to 302°F with power on, and up to 420°F with the power off.
- D. Accessories: Provide necessary lengths of heater strips, connector kits, end seal kits, glass tape, and signs. Locate signs on exterior surface of insulation at frequent intervals to indicate the presence of electrical tracing equipment to personnel.

## 2.3 CONTROL AND POWER DISTRIBUTION PANEL

- A. Provide the manufacturer's standard control and monitoring power distribution package with LED panel display indicating:
1. Program mode.
  2. Actual temperature.
  3. Control temperature.
  4. Heater current.
  5. Power on.
  6. Heater on.
  7. Alarm status.
  8. Programming parameters.
  9. Ground fault/overcurrent protection.

- B. Provide dry contacts for monitoring of circuits alarm and status conditions by the building automation system. Monitor power availability on load side of circuit protection. The control panel enclosure shall be NEMA 12 for indoor applications and NEMA 4X for outdoor applications.
- C. Configure the thermostatic controls as follows:
  - 1. An outdoor ambient thermostat shall be provided to de-energize the entire heat tracing system at outdoor temperatures above 50°F.
  - 2. Each length of continuous pipe with possibly inactive flow (e.g. condenser water return riser and condenser water supply riser from sump) or normally active flow shall be provided with heat trace having its own strap-on pipe thermostat and junction box to prevent operation above 40°F.
  - 3. Each length of continuous pipe with normally inactive flow (drain lines and dead end mains) shall be provided with heat trace and shall be automatically energized when outdoor ambient drops below 50°F without use of a strap-on pipe thermostat.
- D. A single source of power shall be provided by the Division 26 Contractor to the heat trace control panel.
- E. The Division 23 Contractor shall be responsible for providing the circuitry from the control and power distribution panel to the heat tracing. All work shall be performed by a registered electrical contractor with licensed electricians according to Division 26 specifications. Each length of continuous pipe shall have its own junction box. All wiring between junction boxes shall be provided and shall be run in weatherproof conduit. Individual piping circuits shall be wired separately from the panel source. Provide NEMA 3R disconnect switches to isolate individual heat trace circuits.
- F. Provide one of the following products:
  - 1. Chromalox 'IntelliTrace'
  - 2. Raychem 'HTPG'

#### 2.4 ACCESSORIES

- A. Cable Installation Accessories: Fiberglass tape, heat-conductive putty, cable ties, silicone end seals and splice kits, and installation clips all furnished by manufacturer, or as recommended in writing by manufacturer.
- B. Warning Labels: Refer to Division 23 Section "Identification for HVAC."
- C. Warning Tape: Continuously printed "Electrical Tracing"; vinyl, at least 3 mils (0.08 mm) thick, and with pressure-sensitive, permanent, waterproof, self-adhesive back.
  - 1. Width for Markers on Pipes with OD, Including Insulation, Less Than 6 Inches (150 mm): 3/4 inch (19 mm) minimum.
  - 2. Width for Markers on Pipes with OD, Including Insulation, 6 Inches (150 mm) or Larger: 1-1/2 inches (38 mm) minimum.

#### PART 3 - EXECUTION

3.1 HEAT TRACING APPLICATION SCHEDULE

- A. Heat trace piping systems as scheduled in Division 23 Section "HVAC Piping Insulation".
- B. For piping 6" and smaller, provide heat tracing at no less than 8 W/ft., at 208V, for the following systems:
  - 1. Chilled water
  - 2. Heating hot water
- C. For piping 8" and larger, provide heat tracing at no less than 8 W/ft., at 208V, for the following systems:
  - 1. Chilled water
  - 2. Heating hot water

3.2 EXAMINATION

- A. Examine surfaces and substrates to receive heating cables for compliance with requirements for installation, tolerances, and other conditions affecting performance.
  - 1. Ensure surfaces and pipes in contact with electric heating cables are free of burrs and sharp protrusions.
  - 2. Ensure pipe pressure testing is complete.
  - 3. Ensure surfaces and substrates are level and plumb.
- B. Visually inspect cables for any damage incurred during shipment.
- C. Test cables for electrical continuity with at a 2,500 Vdc megger between the bus wires and the cable metallic braid before installing.
- D. Test cables for insulation resistance before installing.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.3 INSTALLATION

- A. Cut cable to lengths required. Install cables and components in accordance with manufacturer's recommendations, details, isometric drawings, and line lists. Make allowances for valves, flanges, and other pipeline appurtenances.
- B. Heating cable shall preferably be installed on pipes in a single pass without spiral wrapping. Where the heat loss of the pipe exceeds the output of the cable, an additional pass or passes shall be used unless approval has been granted by the Architect / Engineer to permit spiral wrapping. Spiral wrapping is not permitted on valve bodies or other items that may require removal from the piping system.



- C. Heating cable shall be attached to pipes on maximum one (1) foot intervals with fiberglass attachment tape. Provide tape at each side of elbows, valves, and flanges, and elsewhere as recommended by the manufacturer.
- D. Heating cable shall be installed such that all in-line devices and equipment may be easily removed and reinstalled without cutting the heating cable.
- E. Heating cable shall be installed on the lower quadrant of horizontal pipe whenever possible to avoid mechanical damage. Cable shall be located on the outside radius of all 45° and 90° pipe elbows.
- F. Install electric heating cable across expansion joints according to manufacturer's written recommendations using slack cable to allow movement without damage to cable.
- G. Install electric heating cables after piping has been tested and before insulation is installed.
- H. Installation and testing techniques employed by the Contractor shall be governed by the manufacturer's installation instructions and IEEE 515.1 "Standard for the Testing, Design, installation, and Maintenance of Electrical Resistance Heat Tracing for Commercial Applications". In the event of conflict the order or precedence is manufacturers design details, manufactures installation instructions, and then the referenced IEEE standard.
- I. Install insulation over piping with electric cables according to Division 23 Section "HVAC Piping Insulation", but only after the system has been commissioned and tested.
- J. Install warning tape on piping insulation where piping is equipped with electric heating cables.
- K. Set field-adjustable switches and circuit-breaker trip ranges.
- L. Protect installed heating cables, including non-heating leads, from damage.
- M. Installation Log and As Built Drawings: Installer shall keep a log of all heating cable installed on site per job requirements – at a minimum circuit number corresponding with heat trace isometric drawing with model number, batch number, reel number and actual footage installed shall be documented on provided heat trace isometrics. Actual location of power connection, end seals and splice/tee boxes shall be indicated on isometric drawings as well.

### 3.4 CONNECTIONS

- A. Electrical installation requirements are specified in Division 26 Sections. The Electrical Drawings indicate the power sources to be used to serve the heat trace system.
- B. Connect heating cables and other components to wiring systems.
- C. Ground equipment.
  - 1. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.5 FIELD QUALITY CONTROL

- A. Manufacturer's Commissioning: Engage the heat trace system manufacturer to observe the completed installation. System commissioning and documentation shall conform to manufacturers standard procedures and at a minimum confirm the following:
1. Correct cable model number installed on each circuit per circuit isometric drawings
  2. Circuit electrical data conforms to heat trace isometric data including:
    - a. Circuit current
    - b. Circuit insulation resistance
    - c. Circuit voltage
  3. Location and coordinates of power connection kits, end seals, splice/tee kits for each circuit
  4. Documentation of commissioning activities and test results shall be provided per contract requirements, manufacturer's instructions, and IEEE 515.1 "Standard for the Testing, Design, Installation, and Maintenance of Electrical Resistance Heat Tracing for Commercial Applications".
- B. Testing: Perform tests in the presence of the heat trace manufacturer's representative after installation but before application of coverings, such as insulation, plaster, or concrete. Heating cable shall be tested with a megohmmeter (megger) between the heating cable bus wires and the heating cable metallic braid. Utilize a 2,500 Vdc megger test.
1. Test cables for electrical continuity before energizing.
  2. Test cables for insulation resistance before energizing. Remove cables if measured resistance is less than 20 megohms to ground.
  3. Test cables to verify rating and power input. Energize and measure voltage and current simultaneously.
  4. Repeat tests for continuity, insulation resistance, and input power after applying thermal insulation.
  5. Repair or replace malfunctioning units. Retest as specified above after repairs or replacements are made.
  6. Report the results of the megger test readings.

END OF SECTION 230533

SECTION 230553 - IDENTIFICATION FOR HVAC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes HVAC identification materials and devices.

1.3 ACTION SUBMITTALS

- A. Product Data: For identification materials and devices.

1.4 INFORMATIONAL SUBMITTALS

- A. Samples: Of color, lettering style and graphic representation required for each identification material and device.
- B. Piping and Ductwork System Labeling Scheme: For each duct and piping system.
- C. Equipment Labeling Scheme: For each scheduled piece of equipment on the project.
- D. Valve Tagging Scheme: For each piping system.

1.5 CLOSEOUT SUBMITTALS

- A. Valve Schedules: For each piping system. Reproduce on standard-size bond paper. Tabulate valve number, piping system, system abbreviation as shown on tag, room or space location of valve, type of valve, valve normal position, and variations for identification. Mark valves intended for emergency shutoff and similar special uses. In addition to the building wall mounted copies, furnish copies for maintenance manuals.

1.6 QUALITY ASSURANCE

- A. Unless requested otherwise by the Owner, comply with ASME A13.1, "Scheme for the Identification of Piping Systems" for lettering size, length of color field, colors, and viewing angles of identification devices.

- B. Coordinate colors, abbreviations, and similar features with the Owner's existing marking and labeling systems.

## 1.7 SEQUENCING AND SCHEDULING

- A. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- B. Install identifying devices before installing acoustical ceilings and similar concealment.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Almetek Industries Inc.
  - 2. Bunting.
  - 3. EMED Co.
  - 4. Kolbi Pipe Marker Co.
  - 5. Marking Services, Inc.
  - 6. Seton Identification Products.
  - 7. W.H. Brady Corp.

### 2.2 IDENTIFYING DEVICES AND LABELS

- A. General: Products specified are for applications referenced in other Division 23 Sections. If more than single type is specified for listed applications, selection is Installer's option.
- B. Pressure-Sensitive Pipe Markers: Manufacturer's standard preprinted, color-coded, pressure-sensitive, vinyl type with permanent adhesive.
  - 1. Pipes with OD, Including Insulation, Less Than 6 Inches (150 mm): Full-band pipe markers, extending 360 degrees around pipe at each location.
  - 2. Pipes with OD, Including Insulation, 6 Inches (150 mm) and Larger: Either full-band or strip-type pipe markers, at least 3 times letter height and of length required for label.
  - 3. Lettering: Manufacturer's standard preprinted captions as selected by Architect, and approved by the Owner. Letters shall be no smaller than 1-1/2-inches high.
  - 4. Arrows: Either integrally with piping system service lettering, to accommodate both directions, or as separate unit, on each pipe marker to indicate direction of flow.
- C. Plastic Duct Markers: Manufacturer's standard laminated plastic, in the following color codes:
  - 1. Blue: Cold-air supply.
  - 2. Yellow: Hot-air supply.
  - 3. Green: Exhaust, outside, return, and mixed air.

4. Hazardous Exhaust: As specified by ASME A13.1.
  5. Terminology and Lettering: Include direction of airflow; duct service such as supply, return, or exhaust; and name of connected air handling apparatus or fan. For ducts downstream of VAV boxes, additionally indicate the VAV box identifier / name. Captions shall be as selected by Architect, and approved by the Owner. Letters shall be no smaller than 1-1/2-inches high.
- D. Plastic Tape: Manufacturer's standard color-coded, pressure-sensitive, self-adhesive, vinyl tape, at least 3 mils (0.08 mm) thick.
1. Width: 1-1/2 inches (40 mm) on pipes with OD, including insulation, less than 6 inches (150 mm); 2-1/2 inches (65 mm) for larger pipes.
  2. Color: Comply with ASME A13.1, unless otherwise indicated.
- E. Valve Tags: Stamped or engraved with 1/4-inch (6-mm) letters for piping system abbreviation and 1/2-inch (13-mm) sequenced numbers. Include 5/32-inch (4-mm) hole for fastener.
1. Material: 0.0375-inch- (1-mm-) thick stainless steel.
  2. Size: 1-1/2-inches (40-mm) diameter, unless otherwise indicated.
  3. Shape: Round.
- F. Valve Tag Fasteners: Stainless steel, beaded chain or S-hooks.
- G. Valve Schedule Frames: Glazed display frame for removable mounting on masonry walls for each page of valve schedule. Include screws.
1. Frame: Extruded aluminum.
  2. Glazing: ASTM C 1036, Type I, Class 1, Glazing quality B, 2.5-mm, single-thickness glass.
- H. Access Panel Markers: 1/16-inch- (2-mm-) thick, engraved plastic-laminate markers, with abbreviated terms and numbers corresponding to concealed valve. Provide 1/8-inch (3-mm) center hole for attachment.
- I. Engraved Plastic-Laminate Equipment Labels and Signs: ASTM D 709, Type I, cellulose, paper-base, phenolic-resin-laminate engraving stock; Grade ES-2, black surface, black phenolic core, with white melamine subcore, unless otherwise indicated. Fabricate in sizes required for message. Provide holes for mechanical fastening.
1. Engraving: Engraver's standard letter style, of sizes and with terms to match equipment identification. Letter height shall be no less than 1/4-inch.
  2. Thickness: 1/16 inch (2 mm), for units up to 20 sq. in. (130 sq. cm) or 8 inches (200 mm) in length, and 1/8 inch (3 mm) for larger units.
  3. Fasteners: Self-tapping, stainless-steel screws or contact-type, permanent adhesive.
  4. Size: 2-1/2 by 4 inches (65 by 100 mm) for control devices, dampers, and valves; 4-1/2 by 6 inches (115 by 150 mm) for equipment. Letter height shall be no less than 1/4-inch.
- J. Plasticized Warning Tags: Preprinted or partially preprinted, accident-prevention tags, of plasticized card stock with mat finish suitable for writing.

1. Size: 3-1/4 by 5-5/8 inches (85 by 145 mm).
  2. Fasteners: Brass grommets and wire.
  3. Nomenclature: Large-size primary caption such as DANGER, CAUTION, or DO NOT OPERATE.
  4. Color: Yellow background with black lettering.
- K. Ceiling Markers: Markers shall be round, adhesive backed or push-pin type, a minimum of 7/8 inch diameter, and shall include engraving to indicate service. Place push pin type in the ceiling tiles, use adhesive backed markers on the lay in grid and on drywall ceilings.
- L. Exterior Building Wall Brass Plaques: Provide on exterior building walls, approximately 12" above grade, at the location where underground services enter or exit the building. Plaque shall be 4" x 2", minimum 0.02" thickness, secured to the exterior building wall with stainless steel or brass fasteners. Text shall read "Chilled Water Below", "Steam Below", etc.

### PART 3 - EXECUTION

#### 3.1 GENERAL

- A. Walking / head clearance hazards in mechanical room such as horizontal runs of piping or ductwork less than 6'-8" above the finished floor shall be identified according to ANSI Z535 OSHA standards.
- B. Tripping hazards in mechanical rooms shall be identified according to ANSI Z535 and OSHA standards.
- C. All steam traps shall be tagged and scheduled similarly as specified herein for valves. Post framed copies in each major mechanical room, in locations selected by the Owner.
- D. Lettering and Graphics: Coordinate names, abbreviations, and other designations used in mechanical identification with corresponding designations indicated on the Drawings. Use numbers, letters, and terms indicated for proper identification, operation, and maintenance of mechanical systems and equipment.
  1. Multiple Systems: Identify individual system number and service if multiple systems of same name are indicated.
- E. Degrease and clean surfaces to receive adhesive of identification materials.
- F. Warning-Tag Installation: Write required message on, and attach warning tags to, equipment and other items where required.

#### 3.2 LABELING AND IDENTIFYING PIPING SYSTEMS

- A. Install pipe markers on each system. Include arrows showing normal direction of flow.
- B. Marker Type: Plastic markers, with application systems. Install on pipe insulation segment where required for hot, noninsulated pipes.

- C. Fasten markers on pipes and insulated pipes smaller than 6 inches (150 mm) in diameter by one of following methods:
1. Adhesive lap joint in pipe marker overlap.
  2. Laminated or bonded application of pipe marker to pipe or insulation.
  3. Taped to pipe or insulation with color-coded plastic adhesive tape, not less than 3/4 inch (20 mm) wide, lapped a minimum of 1-1/2 inches (40 mm) at both ends of pipe marker, and covering full circumference of pipe.
- D. Fasten markers on pipes and insulated pipes 6 inches (150 mm) in diameter and larger by one of following methods:
1. Laminated or bonded application of pipe marker to pipe or insulation.
  2. Taped to pipe or insulation with color-coded plastic adhesive tape, not less than 1-1/2 inches (40 mm) wide, lapped a minimum of 3 inches (75 mm) at both ends of pipe marker, and covering full circumference of pipe.
  3. Strapped to pipe or insulation with manufacturer's standard stainless-steel bands.
- E. Locate pipe markers and color bands where piping is exposed in finished spaces; mechanical rooms; accessible maintenance spaces such as shafts, tunnels, and plenums; and exterior non-concealed locations according to the following:
1. Near each valve and control device.
  2. Near each branch connection, excluding short takeoffs for terminal units. Mark each pipe at branch, where flow pattern is not obvious.
  3. Near penetrations through walls, floors, ceilings, or nonaccessible enclosures.
  4. At access doors, manholes, and similar access points that permit view of concealed piping.
  5. Near major equipment items and other points of origination and termination.
  6. Spaced at a maximum of 50-foot (15-m) intervals along each run. Reduce intervals to 25 feet (7.5 m) in areas of congested piping and equipment.
  7. On piping above removable acoustical ceilings, except omit intermediately spaced markers.
  8. Provide identification labels at ceiling tiles to locate valves above removable acoustical ceilings.
  9. Provide identification labels at access panels to locate concealed valves.
- F. For glycol containing closed loop hydronic systems, label all system drain valves with "Contains Glycol – DO NOT DRAIN".
- G. For piping that is provided with heat tracing, provide warning tape and labels as specified in Division 23 Section "Heat Tracing for HVAC Piping".

### 3.3 VALVE TAGS

- A. Install on valves in piping systems, except check valves, valves within factory-fabricated equipment units, and HVAC terminal devices and similar roughing-in connections of end-use units/equipment which are within line of sight of such units/equipment. List tagged valves in a valve schedule. Mount the valve schedule to the wall where directed by the Architect / Engineer or the Owner.

1. Provide labels on piping insulation / jacketing at check valves and unions so their locations can be identified afterwards.
- B. Install framed valve schedule in each major equipment room, in locations selected by the Owner. Where an existing valve schedule is present, incorporate and modify existing information as required to create a single, all inclusive schedule.
- C. Control Valves and balancing valves shall be provided with a plastic tag with the design GPM and final balance GPM value written in permanent marker . The tag shall be secured to the valve.

### 3.4 EQUIPMENT AND DUCT SIGNS AND MARKERS

- A. Install and permanently fasten equipment nameplates on each major item of HVAC equipment that does not have nameplate or has nameplate that is damaged or located where not easily visible. Locate nameplates where accessible and visible.
  1. Include nameplates for all equipment and devices scheduled or tagged on the Drawings.
  2. Air handling rooftop mounted equipment (air handlers, rooftop air conditioners, exhaust fans, etc.) and split system condensing units shall be labeled with the name(s) of the rooms or areas served.
- B. Plasticized Tags: Install within concealed space, to reduce amount of text in exposed sign outside concealment, if equipment to be identified is concealed above acoustical ceiling or similar concealment.
  1. Identify operational valves and similar minor equipment items located in unoccupied spaces, including machine rooms, by installing plasticized tags.
- C. Duct Systems: Identify all ducts with duct markers; or provide stenciled signs and arrows indicating service and direction of flow.
  1. Location: Locate signs near points where ducts enter into concealed spaces, at all access panels and doors, on both sides of floor penetrations, below roof penetrations, at all major changes in direction, and at maximum intervals of 40 feet.
  2. Label duct access doors with the purpose of the door (e.g. "fire damper access", "general inspection / cleaning access", etc.).
- D. Provide labels on the ceiling grid to identify the correct tile to be removed for filter change out access.
- E. Ceiling Markers: Provide for concealed equipment, dampers, VAV boxes, air valves, duct reheat coils, valves, smoke dampers, fire dampers, and combination fire/smoke dampers, duct mounted sensors, and other similar equipment, devices, and duct system accessories.
  1. Obtain approval from the Owner's maintenance personnel regarding the colors to be used for each type of device.

### 3.5 ADJUSTING AND CLEANING



SECTION 23 0553  
IDENTIFICATION FOR HVAC

- A. Relocate mechanical identification materials and devices that have become visually blocked by work of this or other Divisions.
- B. Clean faces of identification devices and glass frames of valve charts.

END OF SECTION 230553

SECTION 230719 - HVAC PIPING INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Related Sections include the following:
  - 1. Division 23 Section "Hangers and Supports for HVAC Piping and Equipment" for requirements related to pipe insulation shields, thermal-hanger shields and shield inserts, and protection saddles.
  - 2. Division 23 Section "Common Work Results for HVAC"
  - 3. Division 23 Section "Heat Tracing for HVAC Piping" for those piping systems requiring heat trace cabling prior to insulating.

1.2 SUMMARY

- A. This Section includes preformed, rigid and flexible pipe insulation; insulating cements; field-applied jackets; accessories and attachments; and sealing compounds.
- B. Related Sections include the following:
  - 1. Division 23 Section "Hangers and Supports for HVAC Piping and Equipment" for pipe insulation shields, thermal-hanger shields and shield inserts, and protection saddles.

1.3 ACTION SUBMITTALS

- A. Product Data: Identify thermal conductivity, thickness, and jackets (both factory and field applied, if any), for each type of product indicated.
- B. Shop Drawings: Show fabrication and installation details for the following:
  - 1. Application of protective shields, saddles, and inserts at pipe hangers for each type of insulation and hanger.
  - 2. Attachment and covering of heat trace inside insulation.
  - 3. Insulation application at pipe expansion joints for each type of insulation.
  - 4. Insulation application at elbows, fittings, flanges, valves, and specialties for each type of insulation.
  - 5. Removable insulation at piping specialties and equipment connections.
  - 6. Application of field-applied jackets.

1.4 INFORMATIONAL SUBMITTALS

- A. Material Test Reports: From a qualified testing agency acceptable to authorities having jurisdiction indicating, interpreting, and certifying test results for compliance of insulation materials, sealers, attachments, cements, and jackets with requirements indicated. Include dates of tests.
- B. Installer Certificates: Signed by the Contractor certifying that installers comply with requirements.
- C. Manufacturer's published installation requirements for exterior weatherproofing jacketing tapes.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Skilled mechanics who have successfully completed a craft training program offered by the Contractor, insulation material manufacturer, or trade association relating to the installation of pipe insulation for commercial, industrial and institutional applications. Installers shall also have no less than one (1) year of relevant experience.
- B. Fire-Test-Response Characteristics: As determined by testing materials identical to those specified in this Section according to ASTM E 84, by a testing and inspecting agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and sealer and cement material containers with appropriate markings of applicable testing and inspecting agency.
  - 1. Flame-spread rating of 25 or less, and smoke-developed rating of 50 or less.
  - 2. Materials used outside the building are exempt from the above requirement.
- C. Minimum Insulation Thicknesses and R-Values: Conform to requirements of ASHRAE Standard 90.1- 2013 and the 2012 International Energy Conservation Code (IECC), or the requirements of this Section, whichever is most demanding.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Packaging: Ship insulation materials in containers marked by manufacturer with appropriate ASTM specification designation, type and grade, and maximum use temperature.
- B. Protect materials from dirt and water. If insulation materials are dirtied or wetted, they shall not be installed, or shall be removed from the piping if wetted or soiled after installation.

1.7 COORDINATION

- A. Coordinate size and location of supports, hangers, and insulation shields specified in Division 23 Section "Hangers and Supports for HVAC Piping and Equipment."
- B. Coordinate clearance requirements for insulation application.
- C. Coordinate installation and testing of heat tracing prior to applying insulation.

## 1.8 SCHEDULING

- A. Schedule insulation application after testing piping systems and, where required, after installing and testing heat-trace tape. Insulation application may begin on segments of piping that have satisfactory test results.
- B. Schedule the insulation application of chilled water and other cold piping systems to occur during the winter months, or with the cooling system de-energized. Substrates shall be completely dry at the time of application. Do not restore cooling service until the insulation installation is complete.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Glass Mineral-Fiber Insulation:
    - a. Johns Manville Corp.
    - b. Knauf Insulation.
    - c. Owens-Corning Fiberglas Corp.
  - 2. Flexible Elastomeric Insulation:
    - a. Armacell LLC.
    - b. K-Flex USA.
    - c. AeroFlex USA Inc.
  - 3. PVC Jackets and Fitting Covers:
    - a. Speedline.
    - b. Johns Manville.
    - c. Knauf Insulation.
    - d. Proto Corp.
  - 4. Aluminum and Stainless Steel Jackets and Fitting Covers:
    - a. ITW Insulation Systems
    - b. Pabco-Childers
    - c. RPR Products Inc.
  - 5. Exterior Weatherproofing Jacketing Tape:
    - a. 3M (VentureTape) – "1579GCW-E".
    - b. MFM Building Products Corp. – "Flex-Clad 250" with aluminum finish.
    - c. Polyguard; Mechanical Products Div. – "Alumaguard All-Weather".

6. Interior Zero Perm Vapor Barrier Jacketing Tape:
  - a. 3M (VentureTape) - "1577CW-W".
  - b. Polyguard; Mechanical Products Div. - "Alumaguard Lite White".
7. Calcium Silicate Insulation:
  - a. Owens-Corning Fiberglas Corp.
  - b. Johns Manville Corp.
  - c. Pabco-Childers.

## 2.2 INSULATION MATERIALS

- A. General Requirements: All insulation materials shall comply with the following:
  1. Products shall not contain asbestos, lead, mercury, or mercury compounds.
  2. Products that come in contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871.
  3. Insulation materials for use on austenitic stainless steel shall be qualified as acceptable according to ASTM C 795.
  4. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.
- B. Glass Mineral-Fiber Insulation: Glass fibers bonded with a thermosetting resin complying with the following:
  1. Pre-formed/ Pre-Molded Pipe Insulation: Comply with ASTM C 547, Type 1, with factory-applied, all-service, vapor-retarder jacket (ASJ). Minimum 40% total (pre- and post-consumer) recycled content. Density shall be no less than 3.5 PCF, per ASTM C302.
    - a. All Service Jacket (ASJ): White, kraft-paper, fiberglass-reinforced scrim with aluminum-foil backing, complying with ASTM C 1136, Type I.
      - 1) Self-sealing, pressure-sensitive, acrylic-based adhesive covered by a removable protective strip. ASJs requiring stapled closures are not acceptable.
      - 2) Water Vapor Permeance: 0.02 perms, maximum, as per ASTM E96-Procedure A (dry cup).
      - 3) Butt strips shall be fabricated of the same material, and with the same backing adhesive.
- C. Flexible Elastomeric Thermal Insulation: EPDM-based, closed-cell, flexible elastomeric insulation. NBR/PVC based insulation materials are not acceptable. Comply with ASTM C 534, Type I for tubular materials and Type II for sheet materials. 25/50 flame spread and smoke developed rating in accordance with ASTM E84. The material shall be rated for continuous service temperatures as high as 250 deg. F.
  1. Water Vapor Permeance: 0.08 perms, maximum, as per ASTM E96 - Procedure A (dry cup).
  2. Adhesive: As recommended by insulation material manufacturer.

3. Ultraviolet-Protective Coating: As recommended by insulation manufacturer.
4. Materials shall have a maximum thermal conductivity of 0.265 Btu-in./h-ft<sup>2</sup>- °F at a 75°F mean temperature when tested in accordance with ASTM C 177 or ASTM C 518, latest revisions.

## 2.3 JACKET TAPES

- A. All-Service Jacket (ASJ) Tape: White vapor-retarder tape matching factory-applied jacket with acrylic adhesive, complying with ASTM C 1136.
  1. Width: 3 inches.
  2. Thickness: 11.5 mils.
  3. Adhesion: 90 ounces force/inch in width.
  4. Elongation: 2 percent.
  5. Tensile Strength: 40 lbf/inch in width.
  6. ASJ Tape Disks and Squares: Precut disks or squares of ASJ tape.

## 2.4 FIELD-APPLIED JACKETS

- A. General: ASTM C 921, Type 1, unless otherwise indicated.
- B. Aluminum Jacket and Fitting Covers: Factory cut and rolled to required sizes. Comply with ASTM B 209, 3003 or 3105 alloy, H-14 temper.
  1. Finish and Thickness: Smooth finish, 0.016 inch thick.
  2. Moisture Retarder: 1-mil-thick, heat-bonded polyethylene and kraft paper on interior surface.
  3. Elbows and Other Fitting Covers: Preformed, including 45- and 90-degree, short- and long-radius elbows, tee covers, flange covers, valve covers, and end caps; same material, finish, and thickness as jacket.
- C. Stainless Steel Jacket and Fitting Covers: Type 304 or 316. ASTM A 167 or ASTM A 240. Factory cut and rolled to size.
  1. Finish and Thickness: Smooth, dull finish, minimum .020 thick.
  2. Moisture Barrier: 3-mil-thick, heat-bonded polyethylene/Surlyn or poly-kraft.
  3. Elbows and Other Fitting Covers: Preformed, including 45- and 90-degree, short- and long-radius elbows, tee covers, flange covers, trap and valve covers, and end caps; same material, finish, and thickness as jacket.
- D. Exterior Weatherproofing Insulation Jacketing Tape: UV-resistant aluminum foil and polymer laminate bonded to rubberized asphalt no less than 25 mils thick, and coated with a low temperature acrylic adhesive. Water vapor permeability rating shall be zero (0.0) perms as per ASTM E 96. Tape shall have a natural aluminum finish color.

## 2.5 ACCESSORIES AND ATTACHMENTS

- A. Glass Cloth and Tape: Comply with MIL-C-20079H, Type I for cloth and Type II for tape. Woven glass-fiber fabrics, plain weave, pre-sized a minimum of 8 oz./sq. yd.
  - 1. Tape Width: 4 inches.
- B. Bands: 3/4-inch-wide, in one of the following materials compatible with jacket:
  - 1. Stainless Steel: ASTM A 666, Type 304; 0.020 inch thick.
  - 2. Aluminum: 0.007 inch thick.
- C. Wire: 0.080-inch, nickel-copper alloy; 0.062-inch, soft-annealed, stainless steel; or 0.062-inch, soft-annealed, galvanized steel.

## 2.6 VAPOR RETARDERS

- A. Mastics: Materials recommended by insulation material manufacturer that are compatible with insulation materials, jackets, and substrates.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements for installation and other conditions affecting performance of insulation application.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Surface Preparation: Clean and dry pipe and fitting surfaces. Remove materials that will adversely affect insulation application.
- B. Do not apply insulation to wet surfaces.

### 3.3 GENERAL APPLICATION REQUIREMENTS

- A. Apply insulation materials, accessories, and finishes according to the manufacturer's written instructions; with smooth, straight, and even surfaces; free of voids throughout the length of piping, including fittings, valves, and specialties.
- B. Refer to schedules at the end of this Section for materials, forms, jackets, and thicknesses required for each piping system.
- C. Use accessories compatible with insulation materials and suitable for the service. Use accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.

- D. Apply insulation with longitudinal seams at top and bottom of horizontal pipe runs.
- E. Apply multiple layers of insulation with longitudinal and end seams staggered.
- F. Seal joints and seams with vapor-retarder mastic on insulation indicated to receive a vapor retarder.
- G. Keep insulation materials dry during application and finishing.
- H. Apply insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by the insulation material manufacturer.
- I. Apply insulation with the least number of joints practical.
- J. Apply insulation over fittings, valves, and specialties, with continuous thermal and vapor-retarder integrity, unless otherwise indicated. Refer to special instructions for applying insulation over fittings, valves, and specialties.
- K. Hangers and Anchors: Where vapor retarder is indicated, seal penetrations in insulation at hangers, supports, anchors, and other projections with vapor-retarder mastic.
  - 1. Apply insulation continuously through hangers and around anchor attachments.
  - 2. For insulation application where vapor retarders are indicated, extend insulation on anchor legs at least 12 inches from point of attachment to pipe and taper insulation ends. Seal tapered ends with a compound recommended by the insulation material manufacturer to maintain vapor retarder.
  - 3. Install insert materials and apply insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by the insulation material manufacturer.
  - 4. Cover inserts with jacket material matching adjacent pipe insulation. Install shields over jacket, arranged to protect the jacket from tear or puncture by the hanger, support, and shield.
- L. Insulation Terminations: For insulation application where vapor retarders are indicated, taper insulation ends. Seal tapered ends with a compound recommended by the insulation material manufacturer to maintain vapor retarder.
- M. Apply adhesives and mastics at the manufacturer's recommended coverage rate.
- N. Apply insulation with factory-applied jackets as follows:
  - 1. Pull jacket tight and smooth.
  - 2. Circumferential Joints: Cover with 3-inch-wide butt strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip and spaced 4 inches o.c. For below-ambient services, apply vapor-barrier mastic over staples.
    - a. Exception: Do not use staples on insulation for which a full adhesive closure systems is specified.



3. Longitudinal Seams: Overlap jacket seams at least 1-1/2 inches. Apply insulation with longitudinal seams at bottom of pipe. Clean and dry surface to receive self-sealing lap.
    - a. Exception: Do not staple longitudinal laps on below ambient services.
  4. Vapor-Retarder Mastics: Where vapor retarders are indicated, apply mastic on seams and joints and at ends adjacent to flanges, unions, valves, and fittings.
  5. At penetrations in jackets for thermometers and pressure gages, fill and seal voids with vapor-retarder mastic.
- O. Roof Penetrations: Apply insulation for interior applications to a point even with top of roof flashing.
1. Seal penetrations with vapor-retarder mastic.
  2. Apply insulation for exterior applications tightly joined to interior insulation ends.
  3. Extend metal jacket of exterior insulation outside roof flashing at least 2 inches below top of roof flashing.
  4. Seal metal jacket to roof flashing with vapor-retarder mastic.
- P. Insulation Installation at Aboveground Exterior Wall Penetrations: Install insulation continuously through wall penetrations.
1. Seal penetrations with flashing sealant.
  2. For applications requiring only indoor insulation, terminate insulation inside wall surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
  3. Extend jacket of outdoor insulation outside wall flashing and overlap wall flashing at least 2 inches (50 mm).
  4. Seal jacket to wall flashing with flashing sealant.
- Q. Below Grade Exterior Wall Penetrations: For penetrations of below-grade exterior walls, terminate insulation flush with mechanical sleeve seal. Seal terminations with vapor-retarder mastic.
- R. Interior Wall and Partition Penetrations: Apply insulation continuously through walls and floors.
- S. Fire-Rated Wall and Partition Penetrations: Apply insulation at penetrations of fire-rated walls, and partitions to conform to applicable UL requirements. Seal with firestop material.
- T. Floor Penetrations: Apply insulation at penetrations of floor assemblies to conform to applicable UL requirements. Seal with firestop material.
1. For insulation with vapor retarders, seal insulation with vapor-retarder mastic where floor supports penetrate vapor retarder.

### 3.4 GLASS MINERAL-FIBER INSULATION APPLICATION

- A. Apply insulation to straight pipes and tubes as follows:

1. Secure each layer of preformed pipe insulation to pipe with wire, tape, or bands without deforming insulation materials.
  2. Where vapor retarders are indicated, and for services operating below ambient conditions:
    - a. Seal longitudinal seams and end joints with vapor-retarder mastic.
    - b. Apply vapor retarder to ends of insulation at intervals not exceeding 12 feet to form a vapor retarder / water dam between pipe insulation segments to prevent extended moisture migration should the vapor barrier in one segment become compromised.
    - c. Vapor / water dams shall also be at valves, flanges, elbows, tees, and similar fittings as recommended in Section 2 of NAIMA's "Guide to Insulating Chilled Water Piping Systems with Mineral Fiber Pipe Insulation", 1st Edition (2015).
  3. For insulation with factory-applied jackets, secure laps with butt strips with factory applied adhesive.
  4. For insulation with factory-applied jackets with vapor retarders, do not staple longitudinal tabs but secure tabs with additional adhesive as recommended by the insulation material manufacturer and seal with vapor-retarder mastic.
- B. Apply insulation to flanges as follows:
1. Apply pre-formed pipe insulation to outer diameter of pipe flange.
  2. Make width of insulation segment the same as overall width of the flange and bolts, plus twice the thickness of the pipe insulation.
  3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with mineral-fiber blanket insulation.
  4. Apply glass cloth jacket material with manufacturer's recommended adhesive, overlapping seams at least 1 inch, and seal joints with vapor-retarder mastic.
- C. Apply insulation to fittings and elbows as follows:
1. Apply pre-molded insulation sections of the same material as straight segments of pipe insulation when available. Secure according to manufacturer's written instructions.
  2. When pre-molded insulation elbows and fittings are not available, apply mitered sections of pipe insulation to a thickness equal to adjoining pipe insulation. Secure insulation materials with wire, tape, or bands.
  3. Cover fittings with fitting covers. Overlap covers on pipe insulation jackets at least 1 inch at each end. Secure fitting covers with manufacturer's attachments and accessories. Seal seams with tape and vapor-retarder mastic.
  4. For large sizes or odd shapes where fitting covers are not available, use ICA Hamfab, or equivalent, custom pre-molded insulators, and finish over with glass-cloth jacket and sealing mastic.
- D. Apply insulation to valves and specialties as follows:
1. Apply pre-molded insulation sections of the same material as straight segments of pipe insulation when available. Secure according to manufacturer's written instructions.
  2. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation. For strainers, arrange insulation for access to strainer basket without disturbing insulation.
  3. Apply insulation to flanges as specified for flange insulation application.

4. Use pre-formed fitting covers for valve sizes where available. Secure fitting covers with manufacturer's attachments and accessories. Seal seams with tape and vapor-retarder mastic.
5. For larger sizes and odd shapes where fitting covers are not available, seal insulation with use ICA Hamfab, or equivalent, custom pre-molded insulators, and finish over with glass-cloth jacket and jacket and sealing compound recommended by the insulation material manufacturer.

### 3.5 FLEXIBLE ELASTOMERIC THERMAL INSULATION APPLICATION

- A. Seal all seams, butt joints, termination points, and open ends with the manufacturer's approved sealant to prevent air / moisture intrusion.
- B. Apply vapor retarder to ends of insulation at intervals not exceeding 12 feet to form a vapor retarder / water dam between pipe insulation segments to prevent extended moisture migration should the vapor barrier in one segment become compromised.
- C. Apply insulation to straight pipes and tubes as follows:
  1. Follow manufacturer's written instructions for applying insulation.
  2. Seal longitudinal seams and end joints with manufacturer's recommended adhesive. Cement to avoid openings in insulation that will allow passage of air to the pipe surface.
- D. Apply insulation to flanges as follows:
  1. Apply pipe insulation to outer diameter of pipe flange.
  2. Make width of insulation segment the same as overall width of the flange and bolts, plus twice the thickness of the pipe insulation.
  3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of sheet insulation of the same thickness as pipe insulation.
  4. Secure insulation to flanges and seal seams with manufacturer's recommended adhesive. Cement to avoid openings in insulation that will allow passage of air to the pipe surface.
- E. Apply insulation to fittings and elbows as follows:
  1. Apply mitered sections of pipe insulation.
  2. Secure insulation materials and seal seams with manufacturer's recommended adhesive. Cement to avoid openings in insulation that will allow passage of air to the pipe surface.
- F. Apply insulation to valves and specialties as follows:
  1. Apply pre-formed valve covers manufactured of the same material as pipe insulation and attached according to the manufacturer's written instructions.
  2. Apply cut segments of pipe and sheet insulation to valve body. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation. For strainers, fabricate removable sections of insulation arranged to allow access to strainer basket.
  3. Apply insulation to flanges as specified for flange insulation application.

4. Secure insulation to valves and specialties and seal seams with manufacturer's recommended adhesive. Cement to avoid openings in insulation that will allow passage of air to the pipe surface.

### 3.6 FIELD-APPLIED JACKET INSTALLATION

- A. Where metal jackets are indicated, install with 2-inch (50-mm) overlap at longitudinal seams and end joints. Overlap longitudinal seams arranged to shed water. Seal end joints with weatherproof sealant recommended by insulation manufacturer. Secure jacket with stainless-steel bands 12 inches (300 mm) o.c. and at end joints.
- B. Where jacketing tapes are indicated, comply with the following:
  1. Apply jacketing tape in accordance with manufacturer's instructions. Do not use the tape as a substitute for banding or other means of securely attaching insulation and underlying materials. Apply tape to clean, dry, smooth-faced insulation with a factory FSK or ASJ type jacket, or to flexible elastomeric insulation.
  2. The contractor shall verify and obtain the latest installation instructions from the jacketing tape manufacturer prior to any work being done.
  3. Apply the tape in accordance with manufacturer's air, material, and surface temperature requirements. Apply firm, uniform pressure with hand roller to entire membrane to ensure proper adhesion. Concentrate pressure at seams.
  4. Apply minimum 4-inches butt laps and minimum 6-inches circumferential laps.
  5. Lay out tees, elbows, and valves using standard fitting two-piece methods, modified to allow for overlap seals. Add 1-1/2 inches (38.1-mm) to 2-inches (50.8-mm) to the bottom half of the fitting. Add 1-1/2 inches (38.1-mm) to the top half of the fitting. The bottom piece is installed first, and then the top piece lapped over the bottom piece to permit water shedding over the lap. Tees, elbows, valves, and other fittings can be fabricated using standard layout procedures, adding 1-1/2 inches (38.1-mm) to 2-inches (50.8-mm) for the required laps. Fittings may also be gored. Oversize each gore piece to allow for a lap onto the preceding piece. All fittings shall be vapor sealed to the jacketing tapes.
  6. Where PVC jacketing or fitting covers are also indicated, the PVC shall be applied over top of the jacketing tape.
  7. For Exterior Installations:
    - a. Apply tape in a fashion to shed water over, not against, laps.
    - b. Longitudinal seams on the circumferential laps shall be located on the bottom of the pipe.
    - c. Where aluminum jacketing and fitting covers are also indicated, the aluminum jacket and covers shall be applied over top of the jacketing tape.

### 3.7 FIELD-APPLIED JACKET APPLICATION SCHEDULE

- A. Exterior Piping: Apply full aluminum jacket and fitting covers for all insulated exterior piping.
  1. Piping located inside rooftop AHUs, rooftop AHU pipe chases, and similar locations outside the heated and cooled envelope of the building shall be considered 'exterior' piping.

- B. Interior, Exposed: Apply full PVC jacket and fitting covers for all insulated interior piping exposed to view in finished areas of the building, in mechanical rooms for portions of the piping system within 7 feet of the floor, and elsewhere the piping is exposed and subject to abuse.
- C. Interior, Concealed: Apply PVC fitting covers to all concealed, interior insulated piping.

### 3.8 FINISHES

- A. Paint insulation and jacket to match existing.
  - 1. Color: Final color to match existing. Vary first and second coats to allow visual inspection of the completed Work.

### 3.9 PIPING SYSTEM APPLICATIONS

- A. Insulation materials and thicknesses are specified in schedules at the end of this Section.
- B. Items Not Insulated: Unless otherwise indicated, do not field-apply insulation to the following systems, materials, and equipment:
  - 1. Flexible connectors on heating hot water and condenser water systems.
  - 2. Vibration-control devices.
  - 3. Unions, except on piping exposed in finished spaces, and on services operating below ambient temperature. Where unions are insulated, provide a label on the piping jacket identifying the union's location.
  - 4. Automatic temperature control valves, size 1" and smaller, on heating hot water systems.
  - 5. Backflow preventers.
  - 6. Do not insulate the portion of valves and other pipeline appurtenances that the manufacturer has specifically recommended against insulating.
  - 7. Specialty valves receiving factory insulation kits as specified in Division 23 Section "Hydronic Piping".
  - 8. Items receiving custom fitted removable thermal insulation blankets specified in Division 23 Section "HVAC Equipment Insulation".
- C. Insulate fittings and flanges as per the connecting piping.
- D. Insulate and jacket shut off valves (e.g. ball, gate, butterfly, etc.), unions, temperature control valves, strainers, check valves, and similar pipeline appurtenances as per the connecting piping.
  - 1. Exceptions: As noted above, and where those items are specified to have custom fitted removable thermal insulation blankets in Division 23 Section "HVAC Equipment Insulation".
- E. Provide labels on piping jacketing at check valves and unions so their locations can be identified afterwards.

### 3.10 INTERIOR INSULATION APPLICATION SCHEDULE

- A. This application schedule is for aboveground insulation inside the building.

- B. Refer to the "Field-Applied Jacket Application Schedule" article herein for field applied insulation jackets.
- C. Where a vapor retarder is indicated below, provide a fully vapor sealed installation with no voids.
- D. Service: Domestic cold water make-up.
  - 1. Insulation Material: Glass mineral fiber with ASJ or Flexible elastomeric.
  - 2. Insulation Thickness: 3/4 inch.
  - 3. Vapor Retarder Required: Yes.
- E. Service: Condensate drain piping.
  - 1. Insulation Material: Glass mineral fiber with ASJ or Flexible elastomeric.
  - 2. Insulation Thickness: 3/4 inches.
  - 3. Vapor Retarder Required: Yes.
- F. Service: Chilled-water supply and return piping.
  - 1. Insulation Material: Glass mineral fiber with ASJ or Flexible elastomeric.
  - 2. Insulation Thickness: Apply the following insulation thicknesses:
    - a. Pipe, 4 inches' diameter and smaller: 1-1/2 inches.
    - b. Pipe, 5 inches' diameter and larger: 2 inches.
  - 3. Vapor Retarder Required: Yes.
- G. Service: Heating hot-water supply and return piping.
  - 1. Insulation Material: Glass mineral fiber with ASJ or Flexible elastomeric.
  - 2. Insulation Thickness: Apply the following insulation thicknesses:
    - a. Pipe, 1-1/2 inches' diameter and smaller: 1-1/2 inches.
    - b. Pipe, 2 inches' diameter and larger: 2 inches.
  - 3. Vapor Retarder Required: No.
- H. Service: All piping located in unconditioned loft spaces, attic spaces and crawl spaces. Refer to Division 23 Section "Common Work Results for HVAC" for definitions of 'conditioned' and 'unconditioned' spaces.
  - 1. Material: As specified above for each system.
  - 2. Thickness: 1-inch additional insulation to thicknesses specified above for each system.
  - 3. Vapor Retarder Required: As specified above for each system.

### 3.11 EXTERIOR INSULATION APPLICATION SCHEDULE

- A. This application schedule is for aboveground insulation outside the heated and cooled envelope of the building.

1. Piping located inside rooftop AHUs, rooftop AHU pipe chases, and similar locations shall be considered 'exterior' piping.
- B. Refer to the "Field-Applied Jacket Application Schedule" article herein for field applied insulation jackets.
- C. Where a vapor retarder is indicated below, provide a fully vapor sealed installation with no voids.
- D. Service: Heating hot water supply and return piping.
  1. Insulation Material: Flexible elastomeric.
  2. Insulation Thickness: 3 inches.
  3. Vapor Retarder Required: No.
  4. Heat Tracing Required: Yes.
- E. Service: Chilled water supply and return piping.
  1. Insulation Material: Flexible elastomeric.
  2. Insulation Thickness: 3 inches.
  3. Vapor Retarder Required: Yes.
  4. Heat Tracing Required: Yes.

END OF SECTION 230719

SECTION 231123 - FACILITY NATURAL GAS PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes piping, valves and accessories to connect gas-fired equipment to natural gas systems.

1.3 DEFINITIONS

- A. Low-Pressure Facility Natural Gas Piping: Operating pressure of 0.5 psig or less.
- B. Medium-Pressure Facility Natural Gas Piping: Operating pressure greater than 0.5 psig, but not greater than 2 psig.
- C. High-Pressure Facility Natural Gas Piping: Operating pressure greater than 2 psig.
- D. Gas Service: Pipe from gas main or other source to gas point of delivery for building being served. Piping includes gas service piping, gas valve, meter bar or meter support, and gas meter.
- E. Gas Delivery Point: Gas meter or service pressure regulator outlet, or gas service valve if gas meter is not provided.

1.4 SYSTEM PERFORMANCE REQUIREMENTS

- A. Minimum Working-Pressure Ratings: Except where otherwise indicated, minimum pressure requirements are as follows:
  - 1. Low-Pressure Facility Natural Gas Piping: 2 psig.
  - 2. Medium-Pressure Facility Natural Gas Piping: 10 psig.
  - 3. High-Pressure Facility Natural Gas Piping: 20 psig.
- B. Approximate values of natural gas supplied for these systems are as follows:
  - 1. Heating Value: 1000 Btu/cu. ft.
  - 2. Specific Gravity: 0.6.

1.5 ACTION SUBMITTALS



- A. Provide product data for each type of natural gas specialty and special-duty valve. Include pressure rating, rated capacity, and settings of selected models.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings for Facility Natural Gas Piping, including required clearances and relationship to other services for same work areas.
- B. Test reports specified in "Field Quality Control" Article in Part 3.

#### 1.7 CLOSEOUT SUBMITTALS

- A. Maintenance data for natural gas specialties and special-duty valves to include in the operation and maintenance manuals.

#### 1.8 QUALITY ASSURANCE

- A. Comply with NFPA 54, "National Fuel Gas Code," for gas piping materials and components; installations; and inspecting, testing, and purging.
- B. Provide listing/approval stamp, label, or other marking on equipment made to specified standards.
- C. Listing and Labeling: Provide equipment and accessories specified in this Section that are listed and labeled.
  - 1. Terms "Listed" and "Labeled": As defined in National Electrical Code, Article 100.

#### 1.9 DELIVERY, STORAGE, AND HANDLING

- A. Handling Flammable Liquids: Remove and legally dispose of liquids from drips in existing gas piping. Handle cautiously to avoid spillage and ignition. Notify gas supplier. Handle flammable liquids with proper precautions and do not leave on premises from end of one day to beginning of next day.

#### 1.10 SEQUENCING AND SCHEDULING

- A. Notification of Interruption of Service: Notify each affected user when gas supply will be turned off.
- B. Work Interruptions: Leave gas piping systems in safe condition when interruptions in work occur during repairs or alterations to existing gas piping systems.

### PART 2 - PRODUCTS

## 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:

1. Gas Stops, 2-Inch NPS and Smaller:
  - a. Hammond Valve Corp.
  - b. Maxitrol Co.
  - c. Milwaukee Valve Co., Inc.
  - d. Mueller Co.
  - e. National Meter.
2. Gas Valves, 2-Inch NPS and Smaller:
  - a. Conbraco Industries, Inc.; Apollo Div.
  - b. Milwaukee Valve Co., Inc.
  - c. Mueller Co.
  - d. National Meter.
3. Gas Valves, 2-1/2-Inch NPS and Larger:
  - a. Core Industries, Inc.; Mueller Steam Specialty Div.
  - b. Huber: J.M. Huber Corp.; Flow Control Div.
  - c. Nordstrom Valves, Inc.
  - d. Olson Technologies, Inc.
  - e. Xomox Corp.

## 2.2 PIPES

- A. Steel Pipe: ASTM A 53; Type E or Type S; Grade B; Schedule 40; black.

## 2.3 PIPE FITTINGS

- A. Malleable-Iron Threaded Fittings: ASME B16.3, Class 150, standard pattern, with threaded ends conforming to ASME B1.20.1.
- B. Unions: ASME B16.39, Class 150, malleable iron with brass-to-iron seat, ground joint, and threaded ends conforming to ASME B1.20.1.
- C. Steel Fittings: ASME B16.9, wrought steel, butt-welding type; and ASME B16.11, forged steel.
- D. Steel Flanges and Flanged Fittings: ASME B16.5.
- E. Transition Fittings: Type, material, and end connections to match piping being joined.

## 2.4 JOINING MATERIALS

- A. Common Joining Materials: Refer to Division 23 Section "Common Work Results for HVAC" for joining materials not included in this Section.
- B. Joint Compound and Tape: Suitable for natural gas.
- C. Gasket Material: Thickness, material, and type suitable for natural gas.

## 2.5 VALVES

- A. Manual Valves: Conform to standards listed or, where appropriate, to ANSI Z21.15.
- B. Gas Stops, 2-Inch NPS and Smaller: AGA-certified, bronze-body, plug type with bronze plug, ball type with chrome-plated brass ball, or butterfly valve with stainless-steel disc and fluorocarbon elastomer seal, for 2 psig or less natural gas. Include AGA stamp, flat or square head or lever handle, and threaded ends conforming to ASME B1.20.1.
  - 1. Locking Device: Include locking (tamperproof) feature, where indicated on drawings.
- C. Gas Valves, 2-Inch NPS and Smaller: ASME B16.33, 150 psig WOG, bronze body, bronze plug, straightaway pattern, square head, tapered-plug type, with threaded ends conforming to ASME B1.20.1.
- D. Gas Valves, 2-1/2-Inch NPS and Larger: MSS SP-78, Class 125 or Class 175 WOG, nonlubricated-plug type with polytetrafluoroethylene (PTFE) lining or sleeve, semisteel body, wrench operated, with flanged ends.
  - 1. Locking Device: Include locking (tamperproof) feature, where indicated on drawings.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Comply with NFPA 54 Paragraph "Prevention of Accidental Ignition."

### 3.2 PIPING APPLICATIONS

- A. General: Flanges, unions, transition and special fittings, and valves with pressure ratings same as or higher than system pressure rating may be used in applications below, except where otherwise indicated.
- B. Low-Pressure, 0.5 psig or Less, Natural Gas Systems: Use the following:
  - 1. 2-Inch and Smaller: Steel pipe, malleable-iron threaded fittings, and threaded joints.
  - 2. 2-1/2- to 6-Inch NPS: Steel pipe, butt-welding fittings, and welded joints.
- C. Medium and High Pressure, Greater than 0.5 psig, Natural Gas Systems: Use steel pipe with steel welding fittings and welded joints.

- D. Regulator Vent Piping: Use steel pipe with steel welding fittings and welded joints. Terminate regulator vent piping with a screened fitting to prevent the entry of foreign substances.

### 3.3 VALVE APPLICATIONS

- A. Use gas stops for shutoff to appliances with 2-inch NPS or smaller low-pressure gas supply.
- B. Use gas valves for shutoff to appliances with 2-1/2-inch NPS or larger low-pressure gas supply and all sizes for medium-pressure gas supply.
- C. Use gas valves of sizes indicated for gas service piping, meters, mains, and where indicated.

### 3.4 PIPING INSTALLATIONS

- A. Refer to Division 23 Section "Common Work Results for HVAC " for basic piping installation requirements.
- B. Drips and Sediment Traps: Install drips at points where condensate may collect. Include outlets of gas meter. Locate where readily accessible to permit cleaning and emptying. Do not install where condensate would be subject to freezing.
  - 1. Construct drips and sediment traps using tee fitting with bottom outlet plugged or capped. Use minimum-length nipple of 3 pipe diameters, but not less than 3 inches long, and same size as connected pipe. Install with space between bottom of drip and floor for removal of plug or cap.
- C. Install gas piping at uniform grade of 0.1 percent slope upward toward risers.
- D. Use eccentric reducer fittings to make reductions in pipe sizes. Install fittings with level side down.
- E. Connect branch piping from top or side of horizontal piping.
- F. Install unions in pipes 2-inch NPS and smaller, adjacent to each valve, at final connection to each piece of equipment, and elsewhere as indicated. Unions are not required on flanged devices.
- G. Install dielectric fittings (unions and flanges) with ferrous and brass or bronze end connections, separated by insulating material, where piping of dissimilar metals is joined.
- H. Install dielectric fittings (unions and flanges) with 2 ferrous end connections, separated by insulating material, at outlet from gas meter and, where indicated, for ferrous piping.
- I. Install flanges on valves and equipment having 2-1/2-inch NPS and larger connections.
- J. Anchor piping to ensure proper direction of piping expansion and contraction. Install expansion joints, expansion loops, and pipe guides as indicated.
- K. Install vent piping for gas pressure regulators and gas trains, extend outside building, and vent to atmosphere. Terminate vents with turned-down, reducing-elbow fittings with approved vent fitting.

### 3.5 JOINT CONSTRUCTION

- A. Refer to Division 23 Section "Common Work Results for HVAC" for basic piping joint construction.
- B. Use materials suitable for natural gas service.

### 3.6 VALVE INSTALLATION

- A. Install valves in accessible locations, protected from damage. Tag valves with metal tag indicating piping supplied. Attach tag to valve with metal chain.
  - 1. Refer to Division 23 Section "Identification for HVAC" for valve tags.
- B. Install gas valve upstream from each gas pressure regulator. Where 2 gas pressure regulators are installed in series, valve is not required at second regulator.
- C. Install pressure relief or pressure-limiting devices so they can be readily operated to determine if valve is free; test to determine pressure at which they will operate; and examine for leakage when in closed position.

### 3.7 HANGER AND SUPPORT INSTALLATION

- A. Refer to Division 23 Section "Hangers and Supports for HVAC Piping and Equipment" for pipe hanger and support devices.
- B. Install hangers for horizontal steel piping with the following maximum spacing and minimum rod sizes:
  - 1. 1/2-Inch NPS: Maximum span, 72 inches; minimum rod size, 3/8 inch.
  - 2. 3/4- and 1-Inch NPS: Maximum span, 96 inches; minimum rod size, 3/8 inch.
  - 3. 1-1/4-Inch NPS: Maximum span, 108 inches; minimum rod size, 3/8 inch.
  - 4. 1-1/2- and 2-Inch NPS: Maximum span, 108 inches; minimum rod size, 3/8 inch.
  - 5. 2-1/2- to 3-1/2-Inch NPS: Maximum span, 10 feet; minimum rod size, 1/2 inch.
  - 6. 4-Inch NPS and Larger: Maximum span, 10 feet; minimum rod size, 5/8 inch.
- C. Support vertical runs at roof, at each floor, and at 10-foot (3-m) intervals between floors.
- D. Provide additional hangers at each change of direction of piping and at concentrated equipment loads.

### 3.8 CONNECTIONS

- A. Install gas piping next to equipment and appliances using gas to allow service and maintenance.
- B. Connect gas piping to equipment and appliances using gas with shutoff valves and unions. Install gas valve upstream from and within 72 inches of each appliance using gas. Install union or flanged connection downstream from valve. Include flexible connectors when indicated.

- C. Sediment Traps: Install tee fitting with capped nipple in bottom forming drip, as close as practical to inlet for appliance using gas.

### 3.9 ELECTRICAL BONDING AND GROUNDING

- A. Install aboveground portions of Facility Natural Gas Piping systems that are upstream from equipment shutoff valves, electrically continuous, and bonded to grounding electrode according to NFPA 70.
- B. Do not use gas piping as grounding electrode.

### 3.10 FIELD QUALITY CONTROL

- A. Inspect, test, and purge piping according to NFPA 54, Part 4 "Gas Piping Inspection, Testing, and Purging" and requirements of authorities having jurisdiction.
- B. Repair leaks and defects with new materials and retest system until satisfactory results are obtained.
- C. Report test results promptly and in writing to Architect and authorities having jurisdiction.
- D. Verify capacities and pressure ratings of gas meters, regulators, valves, and specialties.
- E. Verify correct pressure settings for pressure regulators.
- F. Verify that specified piping tests are complete.

### 3.11 PAINTING

- A. Paint exposed, interior metal piping, valves, service regulators, service meters and meter bars, earthquake valves, and piping specialties, except components, with factory-applied paint or protective coating.
  - 1. Latex Over Alkyd Primer System: MPI INT 5.1Q.
    - a. Prime Coat: Alkyd anticorrosive metal primer.
    - b. Intermediate Coat: Interior latex matching topcoat.
    - c. Topcoat: Interior latex, gloss.
    - d. Color: Yellow.

### 3.12 ADJUSTING

- A. Adjust controls and safety devices. Replace damaged and malfunctioning controls and safety devices.

END OF SECTION 231123



SECTION 232123 - HYDRONIC PUMPS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Division 23 Section "Vibration and Seismic Controls for HVAC" for bases and spring supports and hangers.
- C. Division 23 Section "Hydronic Piping" including piping system component and equipment pressure ratings applies to this section, and for AC condensate pump units.
- D. Division 23 Section "Common Motor Requirements for HVAC Equipment" for pump motor requirements.

1.2 SUMMARY

- A. This Section includes the following categories of hydronic pumps:

- 1. Wet rotor circulators.
- 2. In-line circulators.
- 3. Vertical inline pumps.
- 4. End-suction pumps.
- 5. Horizontal split case double-suction pumps.
- 6. Vertical split case double-suction pumps.
- 7. Suction diffusers.

1.3 ACTION SUBMITTALS

- A. Product Data: Include certified performance curves and rated capacities; shipping, installed, and operating weights; furnished specialties; final impeller dimensions; and accessories for each type of product indicated. Indicate pump's operating point on curves.
- B. Shop Drawings: Show pump layout and connections. Include Setting Drawings with templates for installing foundation and anchor bolts and other anchorages.
  - 1. Wiring Diagrams: Detail wiring for power, signal, and control systems and differentiate between manufacturer-installed and field-installed wiring.

1.4 INFORMATIONAL SUBMITTALS

- A. Pump start-up service reports and checklists.



- B. For flexibly coupled pumps with motors 50HP and larger, submit completed alignment checklists from Chapter 7 of API Recommended Practice 686, 2nd Edition (2009).

#### 1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For pumps to include in maintenance manuals.

#### 1.6 QUALITY ASSURANCE

- A. Source Limitations: Obtain hydronic pumps through one source from a single manufacturer. All pumps shall be factory assembled and balanced. Shop or field-assembled 'pump kits' are not acceptable.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. UL Compliance: Comply with UL 778 for motor-operated water pumps.
- D. Terms and Definitions: As per Hydraulic Institute Standards, HI 1.1-1.2 and HI 1.3, latest editions.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Manufacturer's Preparation for Shipping: Clean flanges and exposed machined metal surfaces and treat with anticorrosion compound after assembly and testing. Protect flanges, pipe openings, and nozzles with wooden flange covers or with screwed-in plugs.
- B. Store pumps in dry location.
- C. Retain protective covers for flanges and protective coatings during storage.
- D. Protect bearings and couplings against damage from sand, grit, and other foreign matter.
- E. Comply with pump manufacturer's written rigging instructions.

#### 1.8 COORDINATION

- A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 23 Section "Common Work Results for HVAC".

#### 1.9 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Mechanical Seals: One spare mechanical seal set for each pump.
2. Volute Gaskets: One spare gasket set for each pump.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:

1. Close Coupled In-Line Pumps:

- a. Armstrong Fluid Technology. "Series 4360/4380 "
- b. Bell & Gossett; Div. of Xylem Inc. "Series e-80 "
- c. Taco Inc. "Series KV "

End-Suction Pumps:

- d. Armstrong Fluid Technology. "Series 4030".
- e. Bell & Gossett; Div. of Xylem Inc. "Series 1510e".
- f. Taco Inc. "Series FI"

2. Suction Diffusers:

- a. Armstrong Fluid Technology.
- b. Bell & Gossett; Div. of Xylem Inc.
- c. Mueller Steam Specialty
- d. Keckley Co.
- e. Patterson Pump Co.
- f. Taco Inc.
- g. Titan Flow Control, Inc.

### 2.2 GENERAL PUMP REQUIREMENTS

- A. Pump Units: Factory assembled and tested.
- B. Motors: Include built-in, thermal-overload protection and grease-lubricated ball bearings. Select each motor to be nonoverloading over full range of pump performance curve.
1. Comply with NEMA designation, temperature rating, service factor, and efficiency requirements for motors specified in Division 23 Section "Common Motor Requirements for HVAC Equipment."
- C. Energy Efficiency: Minimum efficiency complying with EISA requirements.
- D. Pump rating curves shall be the result of testing and rating in accordance with the procedures of the Hydraulic Institute.

- E. **Operating Points and Pump Selections:** Select and submit pumps according to the schedules on the Drawings, and the following:
1. The design operating point shall be no less than 25%, more than 85%, of the maximum flowrate at the selected impeller size.
  2. The pump shutoff head is no less than that scheduled on the Drawings (i.e. zero-flow pump head).
  3. The selected impeller size shall be no larger than 90% of the largest impeller size that can potentially be fitted to the selected pump volute.
- F. **Dynamic Balancing:** All pumps shall be dynamically balanced and tested in the factory per the Hydraulic Institute Standard, ANSI/HI 9.6.4, latest edition. Residual imbalance shall conform to ANSI grade 6.3, unless otherwise specified.
- G. Pumps shall be provided with suction and discharge gauge tapings and plugs.
- H. Impellers shall be dynamically balanced, keyed to the shaft and secured with a suitable locking capscrew or locknut arrangement.
- I. Pumps shall be factory tested, cleaned and painted with one coat of machinery enamel before shipment.
- J. Pumps used on closed loop systems with poor water quality shall have double mechanical seals with an external flushing line with the following features:
1. An additional tapping on the discharge side of the pump volute to allow for the installation of a seal flush line. The pump cover shall also be drilled and tapped to accommodate a seal flush line.
  2. External seal flush lines and a replaceable cartridge filter with shut-off isolation valves installed on both sides of the filter in the seal flushing line. The flushing line shall also contain a rotameter and throttling valve. The filter shall remove particles down to 50 microns in size. Flush lines shall be copper tube or stainless steel braided hose. The throttling valve shall be adjusted to produce 5 to 10 gallons per hour of flushing flowrate.
    - a. Two (2) spare filters shall be provided for each pump.
- K. **Pump Construction:**
1. Volute (Body): Cast iron.
  2. Impeller: Non-metallic.
  3. Pump Shaft: Ceramic.
  4. Bearings: Double-sintered carbon. Lubricated by the pumped liquid.
  5. O-Ring and Gaskets: EPDM.
  6. Motor: 4-pole synchronous, permanent-magnet motor
- L. **Variable Frequency Drive and Controls:** Each motor shall have an integrated variable frequency drive (VFD) tested as one unit by the manufacturer, and shall be UL 778 listed. The VFD shall have integrated motor protection and shall protect the pump against over/under voltage, over temperature of motor and/or electronics, over current, locked rotor and dry run (no load condition). The VFD and integrated sensor package provided shall automate the pump as follows:

1. The VFD shall have a BACnet MS/TP interface and shall receive start/stop and analog speed signals (0-10V and 4-20mA) from the Building Management System.

### 2.3 CLOSE COUPLED IN-LINE CIRCULATORS

- A. Description: Horizontal, in-line, centrifugal, close-coupled, single-stage, bronze-fitted, radially split case design; rated for 125-psig minimum working pressure and a continuous water temperature of 225 deg F.
1. Casing: Cast iron, with threaded companion flanges for piping connections, and threaded gage tappings at inlet and outlet connections.
  2. Impeller: ASTM B 584, cast bronze, statically and dynamically balanced, closed, overhung, single suction, and keyed to shaft.
  3. Shaft and Sleeve: Carbon steel shaft with oil-lubricated copper sleeve.
  4. Seals: Mechanical type. Include carbon-steel rotating ring, stainless-steel spring, ceramic seat, and flexible bellows and EPDM or EPR (ethylene propylene rubber) gasket.
  5. Pump Bearings: Oil-lubricated, bronze journal and thrust type.
  6. Motor Bearings: Oil-lubricated, sleeve type.
  7. Motor: Directly mounted to pump casing.

### 2.4 FLEXIBLE-COUPLED, END-SUCTION PUMPS

- A. Description: Base-mounted (i.e. frame mounted), centrifugal, flexible-coupled, end-suction, single-stage, bronze-fitted, back-pull-out, radially split case design that permits seal or impeller replacement without disturbing the piping; rated for 175-psig minimum working pressure and a continuous water temperature of 225 deg F.
1. Casing (Volute): Cast iron, with Class 125 flanged piping connections, drain plug at low point of volute, vent valve at the high point, and threaded gage tappings at inlet and outlet connections. Pump volute shall be foot mounted.
  2. Impeller: ASTM B 584 cast bronze or cast stainless steel, statically and dynamically balanced, closed, overhung, single suction, keyed to shaft, and secured by locking cap screw.
  3. Wear Rings: Replaceable, stainless steel or bronze volute wear ring.
  4. Shaft and Sleeve: Carbon steel shaft with stainless steel sleeve.
  5. Seals: Internally flushed mechanical type, with carbon rotating ring, stainless-steel spring, seat, and flexible bellows and EPDM or EPR (ethylene propylene rubber) gasket.
  6. Pump Bearings: Grease-lubricated ball bearings contained in cast-iron housing with grease fittings.
  7. Coupling: Flexible center drop-out spacer type, capable of absorbing torsional vibration and shaft misalignment; with flange and center spacer section that permits the impeller to be removed without disturbing the volute, motor, or electrical connection. Where applicable, coupling shall be designed and rated for use with a pump connected to a variable frequency drive.
  8. Coupling Guard: Steel or thermoplastic, removable, OSHA approved, and attached to mounting frame.
  9. Mounting Frame: Welded-steel frame and cross members, factory fabricated from ASTM A 36 channels and angles. Fabricate for mounting pump casing, coupling guard, and motor. Field-drill motor-mounting holes for field-installed motors.

10. Motor: Secured to mounting frame, with adjustable alignment. Where applicable, provide grounding rings suitable for use with a pump connected to a variable frequency drive, Aegis SGR, or equivalent. Refer to Division 23 Section "Common Motor Requirements for HVAC Equipment".

## 2.5 PUMP SPECIALTY FITTINGS

- A. Suction Diffuser: Angle pattern, 125-psig pressure rating at 250 deg F., cast-iron or ductile-iron body and end cap, pump-inlet fitting; 16 mesh bronze startup strainer; removable Type 304 stainless-steel permanent strainer; integral iron or stainless-steel straightening vanes; blowdown / drain plug; adjustable factory-fabricated support foot; and pressure / temperature ports on each flange. Suction diffuser shall be provided with an exterior factory paint finish.
- B. Silent Check Valves and Triple Duty Valves: Refer to Division 23 Section "Hydronic Piping".
- C. Flexible Pump Connectors: Refer to Division 23 Section "Common Work Results for HVAC".

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine equipment foundations and anchor-bolt locations for compliance with requirements for installation.
  1. Examine roughing-in for piping systems to verify actual locations of piping connections before pump installation.
  2. Examine foundations and bases for suitable conditions where pumps are to be installed.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PUMP INSTALLATION

- A. Install pumps according to manufacturer's written instructions.
  1. Install pumps according to HI 1.4, latest edition.
- B. Install pumps to provide access for periodic maintenance, including removing motors, impellers, couplings, and accessories.
- C. Support pumps and piping separately so piping is not supported by pumps or flexible connectors.
- D. Suspend in-line centrifugal pumps independent of piping using channel supports. Install pumps with motor and pump shafts oriented as recommended by the manufacturer. Hang pumps from the building structural system using continuous-thread hanger rods and spring vibration hangers of sufficient size to support pump weight.

1. Provide vibration isolation hangers as specified in Division 23 Section "Vibration Controls for HVAC."
- E. Set base-mounted pumps on concrete foundation. Disconnect coupling halves before setting. Do not reconnect couplings until alignment operations have been completed.
  1. Support pump baseplate on rectangular metal blocks and shims, or on metal wedges with small taper, at points near foundation bolts to provide a gap of 3/4 to 1-1/2 inches between pump base and foundation for grouting.
  2. Adjust metal supports or wedges until pump and driver shafts are level. Check coupling faces and suction and discharge flanges of pump to verify that they are level and plumb.

### 3.3 FIELD ALIGNMENT OF FLEXIBLY COUPLED PUMPS

- A. Engage a factory-authorized service representative to perform alignment service or to inspect the Contractor-performed alignment on flexibly coupled base mounted pumps. On pumps with motor sizes 50HP and larger, the technician performing the alignment shall be a certified Millwright.
- B. Alignment Methods: Alignment for pumps with motors 10 HP and larger shall utilize laser alignment methods. Reverse rim (dial indicator) methods are only acceptable for pumps with motors smaller than 10 HP.
- C. Align pump and motor shafts and piping connections after:
  1. Setting them on foundations, after grout has been set and foundation bolts have been tightened, and after piping connections have been made.
  2. Verifying that excessive piping forces are not affecting alignment by loosening then tightening the piping connection or pump foot bolts. Pipe stress tolerance shall not exceed 2.0 mils in any direction.
  3. Checking each side of the coupling for excessive runout due to bent shaft, off-center coupling, or skewed coupling. Take readings on the coupling as far from the shaft centerline as possible, and also on the shaft. The maximum acceptable total coupling runout is 2.0 mils, or the maximum amount acceptable to the flexible coupling manufacturer. The maximum acceptable shaft runout is 1.0 mils.
- D. Adjust pump and motor shafts for angular and offset alignment as specified in Hydraulic Institute standards. Also comply with pump and coupling manufacturers' written instructions.
  1. Level the pump and eliminate 'soft foot'. Maximum soft foot tolerance is 2.0 mils at each foot.
  2. Operate the pumps a sufficient length of time so that final alignment is performed "hot". The use of the manufacturer's thermal offset values during a cold alignment is only acceptable for the initial alignment, prior to operation.
  3. Shims used in the alignment and leveling process shall be die-cut and slotted Type 302/304 stainless steel shims of constant thickness (not tapered) as provided by the pump or motor manufacturer, or as manufactured by Maudlin Products. All shims shall be full-bearing.
- E. Required Shaft Alignment Tolerances for pumps with motors size 10 HP and larger:
  1. Parallel Offset:

- a. 900 RPM: 3.0 mils.
  - b. 1200 RPM: 2.5 mils.
  - c. 1800 RPM: 2.0 mils.
  - d. 3600 RPM: 1.0 mils.
2. Angular Misalignment:
- a. 900 RPM: 0.8 mils./inch.
  - b. 1200 RPM: 0.6 mils./inch.
  - c. 1800 RPM: 0.4 mils./inch.
  - d. 3600 RPM: 0.3 mils./inch.
3. Pumps with motors less than 10 HP may have tolerances up to 150% of the above listed values.
- F. After the pump has been leveled, shaft alignment is correct, and soft foot has been eliminated, tighten foundation bolts evenly but not too firmly. Completely fill baseplate with nonshrink, nonmetallic grout while shims are in place. After grout has cured, fully tighten foundation bolts.

### 3.4 CONNECTIONS

- A. Piping installation requirements are specified in other Division 23 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Install piping adjacent to machine to allow service and maintenance.
- C. Connect piping to pumps. Install suction and discharge pipe sizes equal to those shown on the drawings. Valves and appurtenances at the pumps shall be the same size as system piping. If transitions are required, provide transitions at the pump flanges or suction diffuser inlet flange.
- D. Pipe connections to pumps shall be made in such a manner so as not to exert any stress on pump housings.
- E. Install valves as detailed on the Drawings on the discharge side of pumps.
- F. Install flexible connectors on suction and discharge sides of base-mounted pumps between pump casing and valves. Refer to Division 23 Section "Common Work Results for HVAC".
- G. Install pressure gages on pump suction and discharge. Install at integral pressure-gage tapings where provided. Install compound type gauge on suction side.
- H. Install suction diffusers on the inlet to end-suction pumps. Provide a support foot under the suction diffuser of base mounted pumps.
- I. Install electrical connections for power, controls, and devices.
- J. Electrical power and control wiring and connections are specified in Division 26 Sections.
- K. Ground equipment.

1. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

### 3.5 USE OF PERMANENTLY INSTALLED PUMPS DURING INITIAL FLUSHING OF THE HYDRONIC SYSTEM

- A. The Contractor is prohibited to use the permanently installed hydronic pumps to perform the initial flushing the hydronic system. The Contractor shall furnish and install a temporary pump for this purpose, or shall utilize a clean water source in a once-through manner. For existing pumps, provide full system size bypass piping around the permanent pumps. After flushing operations are complete, the Contractor shall remove the temporary pump and/or fresh water connections and install and operate the permanent pump. The permanent pump may be used for cleaning, passivation, and chemical treatment process. All temporary electrical and piping connections to perform the required system flushing without the use of the permanent pump are the responsibility of the Division 23 Contractor.
  1. Refer to Division 23 Sections "Hydronic Piping", and "Water Treatment for Closed-Loop Hydronic Systems" for additional requirements.
- B. If the Contractor does not comply with the above, the Contractor shall replace the seals and volute gaskets in all pumps exposed to the flush water 11 months after system start-up at no additional cost to the Owner. Extra seals and volute gaskets shall be furnished by the Contractor for this purpose (i.e. do not use the spare materials required by the Article "Extra Materials" elsewhere in this Section).

### 3.6 FIELD QUALITY CONTROL AND STARTUP SERVICE

- A. Perform startup service.
- B. Verify that pumps are installed and connected according to the Contract Documents.
- C. Verify that electrical wiring installation complies with manufacturer's written instructions and the Contract Documents.
- D. Perform the following preventive maintenance operations and checks before starting:
  1. Lubricate bearings.
  2. Remove grease-lubricated bearing covers, flush bearings with kerosene, and clean thoroughly. Fill with new lubricant according to manufacturer's written instructions.
  3. Disconnect coupling and check motor for proper rotation that matches direction marked on pump casing.
  4. Verify that pumps are free to rotate by hand and that pumps for handling hot liquids are free to rotate with pumps hot and cold. Do not operate pumps if they are bound or drag, until cause of trouble is determined and corrected.
  5. Check suction piping connections for tightness to avoid drawing air into pumps.
  6. Clean strainers.
  7. Verify that pump controls are correct for required application.



- E. Pumps shall NOT be run dry to check rotation. Only start up pumps on a system filled with clean water.
- F. Starting procedure for pumps with shutoff power not exceeding safe motor power is as follows:
  - 1. Prime pumps by opening suction valves and closing drains, and prepare pumps for operation. Verify that pumps are vented and completely full of water.
  - 2. Open warm-up valves of pumps handling hot liquids if pumps are not normally kept at operating temperature.
  - 3. Open circulating line valves if pumps should not be operated against dead shutoff.
  - 4. Start motors.
  - 5. Open discharge valves slowly.
  - 6. Check general mechanical operation of pumps and motors.
  - 7. Close circulating line valves once there is sufficient flow through pumps to prevent overheating.
- G. When pumps are to be started against closed check valves with discharge shutoff valves open, steps are the same, except open discharge valves before starting motors.
- H. Refer to Division 23 Section "Testing, Adjusting, and Balancing for HVAC" for detailed requirements for testing, adjusting, and balancing hydronic systems.

### 3.7 DEMONSTRATION

- A. Train Owner's maintenance personnel to adjust, operate, and maintain hydronic pumps as specified below:
  - 1. Train Owner's maintenance personnel on procedures and schedules for starting and stopping, troubleshooting, servicing, and maintaining pumps.
  - 2. Review data in maintenance manuals.
  - 3. Schedule training with Owner, through Architect, with at least seven days' advance notice.

END OF SECTION 232123

SECTION 232113 - HYDRONIC PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Related Division 23 Sections include the following:
  - 1. Division 23 Section "Common Work Results for HVAC" for general piping materials and installation requirements, and for flexible piping connectors.
  - 2. Division 23 Section "Expansion Fittings and Loops for HVAC Piping" for expansion joints, loops, anchors, and guides applied to hydronic piping systems.
  - 3. Division 23 Section "Hangers and Supports for HVAC Piping and Equipment" for pipe supports, product descriptions, and installation requirements. Hanger and support spacing is specified in this Section.
  - 4. Division 23 Section "General-Duty Valves for HVAC Piping" for general-duty valves.
  - 5. Division 23 Section "Meters and Gages for HVAC Piping" for pressure/ temperature ports, thermometers, [ flow meters,] [ make up water meters,] and pressure gages.
  - 6. Division 23 Section "Identification for HVAC" for labeling and identifying hydronic piping.
  - 7. Division 23 Section "Hydronic Pumps" for pumps, motors, and accessories for hydronic piping.
  - 8. Division 23 Section "Instrumentation and Control for HVAC" for temperature-control valves and sensors.
  - 9. Division 23 Section "Water Treatment for Closed Loop Systems" for cleaning and chemical treatment requirements, as well as treatment chemicals and equipment (e.g. pot feeders, bypass filters, coupon racks, etc.).

1.2 SUMMARY

- A. This Section includes piping and fittings, special-duty valves, and hydronic specialties for hot-water heating, chilled-water cooling, and other circulating HVAC piping systems; makeup water for these systems; and blowdown drain lines; and condensate drain piping.

1.3 ACTION SUBMITTALS

- A. Product Data: Product Data including rated capacities where applicable, including piping, fittings, furnished options and accessories, and installation instructions for each specialty indicated. Include flow and pressure drop curves based on manufacturer's testing for balancing cocks and flow-control devices.

- B. Piping Shop Drawings: Detail fabrication of pipe anchors, hangers, special pipe support assemblies, alignment guides, expansion joints and loops, and their attachment to the building structure. Detail location of anchors, alignment guides, and expansion joints and loops. Also include control valves, low measuring stations, temperature and pressure sensors, and all other control devices required. Coordinate with the work of the ATC Sub-contractor as described in Division 23 Section "Instrumentation and Control for HVAC".

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Delegated-Design Submittal:
1. Design calculations and detailed fabrication and assembly of pipe anchors and alignment guides, hangers and supports for multiple pipes, expansion joints and loops, and attachments of the same to the building structure.
  2. Locations of pipe anchors and alignment guides and expansion joints and loops.
  3. Locations of and details for penetrations, including sleeves and sleeve seals for exterior walls, floors, basement, and foundation walls.
  4. Locations of and details for penetration and firestopping for fire- and smoke-rated wall and floor and ceiling assemblies.
- B. Coordination Drawings: Piping layout, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
1. Suspended ceiling components.
  2. Other building services.
  3. Structural members.
  4. Other items required to be included as per the provisions of Division 23 Section "Common Work Results for HVAC".
- C. Welding Certificates: Copies of certificates for welding procedures and personnel.
- D. Field Test Reports: Written reports of tests specified in Part 3 of this Section. Include the following:
1. Test procedures used.
  2. Test results that comply with requirements.
  3. Failed test results and corrective action taken to achieve requirements.
- E. Water Analysis: Submit a copy of the water analysis to illustrate water quality available at Project site.
- F. Pre-Construction Hydronic System Water Testing: Submit a copy of the pre-construction water testing.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For hydronic specialties and special-duty valves to include in maintenance manuals.

1.6 QUALITY ASSURANCE

- A. Welding: Qualify processes and operators according to the ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications."
- B. ASME Compliance: Comply with ASME B31.9, "Building Services Piping," for materials, products, and installation. Safety valves and pressure vessels shall bear the appropriate ASME label. Fabricate and stamp air separators, buffer tanks, and expansion tanks to comply with the ASME Boiler and Pressure Vessel Code, Section VIII, Division 1.

1.7 SYSTEM PRESSURE AND TEMPERATURE RATINGS

- A. All components of the heating hot water system shall be suitable for a minimum continuous 125 psig working pressure at 220 deg F, and higher where indicated or specified.
- B. All components of the chilled water system shall be suitable for a minimum continuous 150 psig working pressure at 100 deg F, and higher where indicated or specified.
- C. All components of the following miscellaneous systems shall have the indicated temperature and pressure ratings:
  - 1. Blowdown and Drain Piping: 220 deg F .
  - 2. Air-Vent Piping: 200 deg F .
  - 3. Relief-Valve-Inlet and -Outlet Piping: Equal to the pressure of the piping system to which it is attached.
  - 4. Makeup-Water Piping: 125 psig at 100 deg F

1.8 COORDINATION

- A. Coordinate layout and installation of hydronic piping and suspension system components with other construction, including light fixtures, HVAC equipment, fire-suppression-system components, and partition assemblies.
- B. Coordinate pipe sleeve installations for foundation wall penetrations.
- C. Coordinate piping installation with roof curbs, equipment roof supports, and roof penetrations.
- D. Coordinate pipe fitting pressure classes with products specified in related Sections.
- E. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into base. Concrete, reinforcement, and formwork requirements are specified in Division 03 Sections.
- F. Coordinate installation of pipe sleeves for penetrations through walls and floor assemblies.

1.9 EXTRA MATERIALS

- A. Water Treatment Chemicals: Furnish sufficient chemicals for initial system startup and treatment, and furnish spare quantity equal to 50 percent of amount initially installed. Spare chemical shall be packaged with protective covering for storage and with identification labels clearly describing contents.
- B. Replacement Strainer Screens: Provide replacement strainer screens equal to 5% of each size and type furnished, but no less than two (2) of each particular size and type. Exception: Where the number installed of a particular size and type is less than five (5), provide only one (1) replacement screen of that size and type. Clearly label each group.
- C. Spare Side-stream Bag Filter Media: Provide two (2) complete sets of replacement media, along with the set of media that is installed after the system has been fully cleaned and flushed.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include, but are not limited to, the following:
  - 1. Flow Control Devices / Flow Control Valves (i.e. Manual Calibrated Balancing Valves):
    - a. Armstrong Fluid Technology
    - b. Flow Design, Inc.(FDI); a Div. of IMI
    - c. HCl, Inc.
    - d. Bell and Gossett, a Div. of Xylem Inc.
    - e. Nibco Inc.
    - f. TA Hydronics/ IMI Hydronic Engineering
    - g. Taco, Inc.
    - h. Tyco Mechanical Products / Grinnell
  - 2. Flexible Piping Hoses:
    - a. Belimo
    - b. Flow Design Inc. (FDI); a Div. of IMI
    - c. Hays Fluid Controls.
    - d. HCl Inc.
    - e. Nexus
    - f. Bell and Gossett, a Div. of Xylem Inc.
  - 3. Combination Valve Kits:
    - a. Belimo
    - b. Flow Design Inc. (FDI); a Div. of IMI
    - c. Hays Fluid Controls
    - d. HCl Inc.
    - e. Nexus
    - f. TA-IMI / Victaulic Co.
    - g. Bell and Gossett, a Div. of Xylem Inc.

4. Balancing Cocks (For piping 2-1/2 inches and larger):

- a. DeZurik Inc.
- b. Milliken Valve Company, Inc.

5. Globe Type Silent Check Valves at Pumps:

- a. Metraflex Company
- b. Mueller Steam Specialty
- c. Keckley Co.
- d. Titan Flow Control, Inc.

6. Double Disc Type Silent Check Valves at Pumps:

- a. Crane Co.
- b. DeZurik Inc.
- c. Mueller Steam Specialty
- d. Keckley Co.
- e. Titan Flow Control, Inc.
- f. Velan

7. Triple Duty Valves:

- a. Armstrong Fluid Technology
- b. Bell and Gossett, a Div. of Xylem Inc.
- c. Mueller Steam Specialty
- d. Keckley Co.
- e. Taco Inc.
- f. Titan Flow Control, Inc.

8. Pressure Relief Valves:

- a. Amtrol, Inc.
- b. Armstrong Fluid Technology
- c. Conbraco Industries, Inc.
- d. Xylem/McDonnell & Miller.
- e. Keckley Co.

9. Expansion Tanks:

- a. Amtrol, Inc.
- b. Armstrong Fluid Technology
- c. Bell and Gossett, a Div. of Xylem Inc.
- d. Taco, Inc.
- e. Wessels Co.

10. Tangential Air Separators:

- a. Amtrol, Inc.
- b. Armstrong Fluid Technology
- c. Bell and Gossett, a Div. of Xylem Inc.

- d. Taco, Inc.
11. Coalescing Media Type Combination Dirt Separators and Air Eliminators
- a. Bell and Gossett, a Div. of Xylem Inc. 'CRS – HV' series
  - b. Spirotherm 'Spirovent 'VHN' series
  - c. Thrush Company 'AAR-O Vent' series
  - d. Taco Inc. '4900' series
  - e. Wessels Co. 'WVA-HV' series
12. Make-up Water Pressure Reducing Valves:
- a. Cla-Val
  - b. Conbraco / Apollo Valve
  - c. Flomatic Corp.
  - d. Watts
  - e. Zurn Wilkins
13. Y-Pattern Strainers:
- a. Armstrong International Inc.
  - b. Bell and Gossett, a Div. of Xylem Inc
  - c. Eaton / Hayward
  - d. Flexicraft Industries
  - e. Mueller Steam Specialty
  - f. Nibco
  - g. Keckley Co.
  - h. Spirax Sarco
  - i. IMI-TA
  - j. Watts
14. Primary-Secondary Bridge Buffer Tanks:
- a. Aerco
  - b. Amtrol
  - c. Cemline
  - d. Lochinvar
  - e. Taco Inc.
  - f. Wendland Manufacturing
  - g. Wessels Co.
15. Chemical Water Treatment Chemicals:
- a. Barclay Chemical Co., Inc.
  - b. Chem-Aqua Inc.
  - c. ChemTreat Inc.
  - d. DuBois Chemicals, Inc.; DuBois USA Subsidiary.
  - e. Garratt-Callahan Co.
  - f. GE Power and Water
  - g. Inter-State Chemical Co.

- h. Nu-Calgon
- i. Nalco
- j. Sentinel Performance Solutions Ltd.
- k. State Chemical Solutions, a Div. of State Industrial Products
- l. SUEZ Water Technologies & Solutions

16. One-Shot Bypass Chemical Feeders:

- a. GE Water and Process Technologies
- b. Griswold Water Systems
- c. JL Wingert
- d. John Wood Company
- e. Neptune – PSG Dover
- f. Skidmore; a Div. of The Swan Group
- g. Wessels Co.

17. Bypass Filters:

- a. Pall Corp. Filter Specialists Inc.
- b. Wessels Co.
- c. Quantrol
- d. Rosedale Products Inc.

2.2 PIPE AND TUBING MATERIALS

- A. General: Refer to Part 3 "Pipe Applications" Article for identifying where the following materials are used.
- B. Steel Pipe: ASTM A 53, Type E/ERW or S, Grade B, Schedule 40, Standard Weight, plain ends. Only piping manufactured in the USA or Canada is acceptable.
  - 1. Steel Pipe Nipples: ASTM A 733, made of ASTM A 53, carbon steel, seamless for 2-inch NPS and smaller and electric-resistance welded for 2-1/2-inch NPS and larger. Type, grade, and wall thickness schedule shall match that of the adjacent piping system in which they are installed.
- C. Drawn-Temper Copper Tubing: ASTM B 88, Type L. Only piping manufactured in the USA or Canada is acceptable.

2.3 FITTINGS

- A. General: Refer to Part 3 "Pipe Applications" Article for identifying where the following materials are used.
- B. Wrought-Copper Fittings (for Hydronic / Pressure services): ASME B16.22.
- C. Wrought-Copper Fittings for Gravity-fed (non-pumped) AC Condensate Drainage Service: ASME 16.29.



- D. Wrought-Copper Unions: ASME B16.22.
- E. Wrought-Steel Fittings: ASTM A 234, Grade [A or JB, thickness matching the adjoining pipe.
- F. Wrought-Steel Flanges and Flanged Fittings: ASME B16.5, Class[es] 150[ and 300] including bolts, nuts, and gaskets of the following material group, end connections, and facings:
  - 1. Material Group: 1.1.
  - 2. End Connections: Butt welding.
  - 3. Facings: Raised face.

#### 2.4 JOINING MATERIALS

- A. Welding Materials: Comply with Section II, Part C of ASME Boiler and Pressure Vessel Code for welding materials appropriate for wall thickness and for chemical analysis of pipe being welded.
- B. Gasket Material: Thickness, material, and type suitable for fluid to be handled; and design temperatures and pressures.
- C. Solder Filler Metals: ASTM B 32, Alloy Sb5, 95-5 tin antimony.
- D. Flux: ASTM B 813, non-self-cleaning type.

#### 2.5 VALVES

- A. Check, ball, and butterfly valves are specified in Division 23 Section "General-Duty Valves for HVAC Piping."
- B. Refer to Part 3 "Valve Applications" Article of this Section for specific uses and applications for each valve specified.
- C. Flow Control Devices / Flow Control Valves (i.e. Manual Calibrated Balancing Valves): 125-psig working pressure, 230 deg F maximum operating temperature, y-pattern globe or ball valve with calibrated orifice. Provide with connections for portable differential pressure meter with integral check valves and seals. Valve shall have integral pointer and calibrated scale to register degree of valve opening and memory stop to retain set position. Valves 2-inch NPS and smaller shall have bronze body with threaded ends[ and 2-1/2-inch NPS and larger valves shall have ductile iron or cast iron body with flanged ends].
  - 1. Provide a flow control device where "balancing cocks", sized 2" and smaller, are indicated on the Drawings.
  - 2. Provide flow control devices where "flow control valve" is indicated on the Drawings.
  - 3. For flow control devices sized up to 6", provide a factory insulation kit. The kit shall consist of a polyurethane foam insulation with a plastic coated exterior surface and molded to fit the valve contours. The insulation shall be split into two interlocking pieces, held together with bands. The insulation shall be easily removable and reinstalled. The foam shall be a minimum of 1" thick and suitable for valve body temperatures up to 230 deg F.

- D. **Balancing Cocks** (For piping 2-1/2 inches and larger): Provide where balancing cocks are explicitly indicated, and where calibrated balancing valves sized 2-1/2" and larger are indicated on the Drawings. Shall be the gland-packed eccentric plug type suitable for 175 psi WWP with Class 150 ANSI flanges and complete with an EPDM resilient facing suitable to 250 degrees F. Cocks shall be provided with cast iron bodies, nickel seats, stainless steel bearings, ANSI B16.1 flanged ends, and eccentric type 316 stainless steel or ductile iron plugs providing a full port in the fully open position. Balancing cocks shall be furnished with a memory stop and disc position/over-travel indicator to provide visual indication of disc position and to simplify actuator adjustment. Provide pressure taps on both sides of the valve with hand operated petcocks. The manufacturer shall provide calibration tables relating valve position, valve pressure drop, and flowrate in GPM.
- E. **Globe Type Silent Check Valves** (at Pumps), sizes smaller than 2-1/2": Provide on the discharge of pumps to control surge pressures and resulting water hammer, with a single center-guided, spring-loaded brass or stainless steel disc. Valve shall be suitable for 400 psi CWP. Valves shall be ASTM B62 bronze globe body, with [bronze][ or ][stainless steel] trim and threaded ends. Seat shall be resilient, replaceable, and suitable for up to 250 deg F. working temperature.
- F. **Globe Type Silent Check Valves** (at Pumps), sizes 2-1/2" and larger: Provide on the discharge of pumps to control surge pressures and resulting water hammer, with a single center-guided, spring-loaded bronze disc suitable for 150 psi CWP with Class 125 ANSI flanges. Valves shall be ASTM A126, Class B cast iron globe body, flanged, with stainless steel or bronze trim, conforming to MSS SP-125. Seat shall be resilient, replaceable, and suitable for up to 250 deg F. working temperature.
1. **Note:** Center guided wafer (non-globe body) checks are not acceptable.
- G. **Double Disc Silent Check Valves** (at Pumps), sizes 6" and larger: Provide on the discharge of pumps to control surge pressures and resulting water hammer, with dual, spring-loaded stainless steel discs. The spring, and all other trim, shall be stainless steel or Inconel. Valve shall be suitable for 150 psi CWP with Class 125 ANSI flanges. Valve body shall be ASTM A126, Class B cast iron or ASTM A216, Grade WCB steel body, wafer. Seat shall be resilient, replaceable, and suitable for up to 250 deg F. working temperature.
- H. **Triple Duty Valves at Pumps:** Triple duty valves shall consist of a non-slam check valve with a spring-loaded disc and a calibrated adjustment feature permitting regulation of pump discharge flow and shut-off. Triple duty valves shall be designed to permit repacking under full line pressure, and shall be designed for installation on the discharge side of the pump in either an in-line or angled configuration, and in either a horizontal or vertical position. The valve shall be designed for a working pressure of 175 psig and a maximum operating temperature of 300°F. Valves sized 2.5" and larger shall have a cast iron body; valves sized 2" and smaller shall be bronze body.
- I. **Pressure Relief Valves:** Brass or bronze body with brass and rubber, wetted, internal working parts; to suit system pressure and heating capacity; according to ASME Boiler and Pressure Vessel Code, Section IV.
- J. **Make-up Water Pressure Reducing Valves:** Provide on cold water makeup piping to the hydronic system, water pressure reducing valves to provide automatic filling of the systems. Pressure reducing valve shall be suitable for 150 psi CWP, with cast bronze body and bronze trim. Reducing valves shall be set to system fill pressure.

- K. **Reduced Pressure Zone (RPZ) Backflow Preventers:** Complete assembly consisting of a bronze bodied pressure differential relief valve located in a zone between two positive seating poppet type bronze check valves and captured springs. The check valves shall have replicable seats. The assembly shall include four (4) top-mounted resilient seated test cocks. Back-siphonage protection shall include provision to admit air directly into the reduced pressure zone via a separate channel from the water discharge channel. The assembly shall include two bronze ball valves before and after the valve and test cocks. The entire unit shall be pre-piped, complete with all pipe nipples and an indirect waste / air gap fitting. 175 psig maximum working pressure. Resilient materials shall be chloramine resistant.

1. Backflow preventers shall be Watts No. 919 Series or approved equivalent from Zurn or Apollo.

## 2.6 HYDRONIC SPECIALTIES

- A. **Manual Air Vent:** Bronze body and nonferrous internal parts; 150-psig working pressure, 225 deg F operating temperature; manually operated with screwdriver or thumbscrew; with 1/8-inch NPS discharge connection and 1/2-inch NPS inlet connection.

1. Provide at all hydronic equipment connections that have piping connections sized 2" and smaller.

- B. **Piping System Manual Air Vents:** 3/4" ball valve with a threaded nipple (for hose connection) and cap. Valve shall comply with the provisions of Division 23 Section "General Duty Valves for HVAC Piping", except that one-piece bodies and both standard and reduced ports are acceptable (in lieu of 2-piece body and full port).

1. Provide at all high points in the piping system, both local and overall, for venting of air as part of the system fill process.
2. Provide at all hydronic equipment connections that have piping connections sized 2-1/2" and larger.

- C. **Piping System Automatic Air Vent:** Designed to vent automatically with float principle; bronze body and nonferrous internal parts; 150-psig working pressure, 240 deg F operating temperature; with 1/4-inch NPS discharge with waste connector, and 1/2-inch NPS inlet connection.

1. Provide at inaccessible high points in the piping system. Extend discharge with a copper tube matching the discharge size to an indirect waste receptor. Provide an isolation valve near the termination point, and label the valve's function.

- D. **High Capacity Automatic Air Vent:** Designed to vent automatically with float principle; bronze or cast iron body and stainless steel and brass internal parts; 150-psig working pressure, 250 deg F operating temperature; with minimum 1/2-inch NPS discharge with waste connector, and minimum 3/4-inch NPS inlet connection.

1. Provide on top of air separators, buffer tanks, and elsewhere indicated on the Drawings. Extend discharge with a copper tube matching the discharge size to a floor drain or other indirect waste receptor, unless indicated otherwise on the Drawings.

2. Provide a ball valve on the inlet to the high capacity automatic air vent for isolation for vent service or replacement.
- E. Flexible Piping Hoses: EPDM inner core, type 304 stainless steel outer reinforcing braid, with brass double-swivel type threaded ends. Hoses shall be suitable for continuous operating pressure of 150 psig at 230 deg F., with a burst pressure rating no less than 400 psig.
- F. Floor-Mounted, Full-Acceptance Bladder-Type Expansion Tanks: Welded carbon steel, rated for 125-psig working pressure and 240 deg. F. maximum operating temperature. Provide taps for pressure gage and air-charging fitting, and drain fitting. Support vertical tanks with steel legs or base; Factory test after taps are fabricated and supports installed and are labeled according to ASME Boiler and Pressure Vessel Code: Section VIII, Division 1.
  1. Bladders: Securely sealed into tank to separate air charge from system water to maintain required expansion capacity. Bladders shall permit up to 100% acceptance, and shall be field-replaceable.
  2. Air-Charge Fitting: Schrader valve, stainless steel with EPDM seats.
- G. Air Separators: Welded black steel; ASME constructed and labeled for 125-psig minimum working pressure and 240 deg F maximum operating temperature; perforated stainless-steel air collector tube designed to direct released air into expansion tank; tangential inlet and outlet connections; threaded connections for 2-inch NPS and smaller; flanged connections for 1-1/2-inch NPS and larger; threaded blow-down connection. Provide units in sizes for full-system flow capacity.
- H. Y-Pattern Strainers: 125-psig working pressure; cast-iron body (ASTM A 126, Class B), flanged ends for 2-1/2-inch NPS and larger, threaded connections for 2-inch NPS and smaller, bolted cover, perforated Type 304 stainless-steel basket, and bottom drain connection. Select screen sizes as specified below, except where otherwise indicated in the Contract Documents, or where a manufacturer's recommendation indicates a finer screening.
  1. Screening Size:
    - a. Up to 2": 40 mesh.
    - b. From 2-1/2" to 4": 40 mesh.
    - c. Larger than 4": 40 mesh.
- I. One-Shot Bypass Feeders: Steel, with corrosion-resistant exterior coating, minimum 3-1/2-inch (89-mm) funneled fill opening and air release valve in the top, drain valve on bottom, and NPS 3/4 (DN 20) bottom inlet and top side outlet for connection to the hydronic system. Quarter turn or threaded fill cap with gasket seal and diaphragm to lock the top on the feeder when exposed to system pressure in the vessel.
  1. Capacity: 5 gal. (19 L)
  2. Minimum Working Pressure: 125 psig (860 kPa).

## 2.7 COALESCING MEDIA TYPE COMBINATION DIRT SEPARATORS AND AIR ELIMINATORS

- A. Features and Performance: Combination dirt separators and air eliminators shall be capable of removing 100% of the free air, 100% of the entrained air, and up to 99.6% of the dissolved air in

the system fluid. Dirt separation shall be at least 80% of all particles 30 micron and larger within 100 passes. Performance shall be third party tested by independent laboratory.

1. Units shall include an internal bundle of corrosion resistant, coalescing media filling the entire vessel to suppress turbulence and provide high efficiency. The bundle shall consist an assembly of rigidly constructed vertical tubes of stainless steel or copper wire matrix designed to coalesce microbubbles out of solution and form larger air bubbles that rise to the top of the vessel and to separate dirt particles that collect at the bottom.
2. Separate venting chamber to prevent system contaminants from harming the float and venting valve operation. At the top of the venting chamber shall be a high capacity, automatic float actuated air venting mechanism
  - a. Also provide with a separate ball isolation valve of same inlet pipe connection size as auto air vent to enable repair or replacement of auto air vent without shutting off and/or drain the main piping.
3. Units shall include a side tap near the top with a manual ball skim valve to flush floating dirt or liquids and for quick bleeding of large amounts of air during system fill or refill.
4. The vessel shall extend below the main pipe connections for dirt separation with a bottom tap and blow down valve of sufficient size to not easily become blocked with separated dirt. Unit shall be designed such that pressure drop does not increase as the dirt collection area fills. Units shall include removable bottom cover for easy cleaning of interior of the vessel.

B. Tank: Welded steel; ASME constructed and labeled for [125][150]-psig minimum working pressure and 240 deg. F. maximum operating temperature.

1. Inlet and Outlet Connections: Threaded for NPS 2 and smaller; flanged connections for NPS 2-1/2 and larger.
2. Blowdown Connection: Threaded.

C. Sizing: Provide a high velocity model with system connection sizes no smaller than the system piping size, and with a pressure drop greater than 6.0 ft. w.g. at the system design flowrate, at the scheduled design GPM of the system pumps. Provide piping transitions as required.

## 2.8 PRIMARY-SECONDARY BRIDGE BUFFER TANKS

A. Tanks shall be ASME Code constructed and stamped in accordance with Section VIII of the ASME Code. Tanks shall be registered with the National Board of Boiler and Pressure Vessel Inspectors and a certificate of shop inspection shall be furnished. ASME working pressure shall be 125 psi at 400 deg F. Material of construction shall be Carbon Steel.

1. Manholes: Vessels above 42" in diameter shall be furnished with a 12" x 16" manhole.
2. Insulation: Tanks shall be furnished with an air vent, minimum 1.5" thick factory applied mineral fiber thermal insulation with painted metal jacket.
3. Tappings / Connections:
  - a. Tank shall have four (4) flanged inlet and outlet openings sized equal to the connecting piping indicated on the drawings.
  - b. 3/4" top vent connection.
  - c. 3/4" or 1" bottom drain connection.

- d. Two thermowells for thermometer and temperature sensor installation, positioned to sense average tank temperature.
- 4. Short-Circuit Prevention: Tank shall be provided with internal baffle(s) to divert water flow and/or tapings in an orientation and elevation that prevents short circuiting between the following:
  - a. From boiler supply to boiler return
  - b. From building return to building supply.

### PART 3 - EXECUTION

#### 3.1 PIPE APPLICATIONS

- A. Hot Water, Chilled Water, and other closed loop hydronic system piping , 2-Inch NPS and Smaller: Use Type L drawn-temper copper tubing with soldered joints.
- B. Hot Water, Chilled Water, and other closed loop hydronic system piping, 2-1/2-Inch NPS and Larger: Steel pipe with welded and flanged joints rated at Class 125/150. Use Schedule 40 pipe for sizes up to and including 12 inches in diameter.
- C. Domestic Cold Water Make-Up Piping, All Sizes: Use Type L drawn-temper copper tubing with soldered joints.
- D. Blowdown Piping and Hydronic System Drain Piping: Same materials and joining methods as for piping specified for the service in which blowdown or miscellaneous drain is installed.
- E. Pressure Relief Valve Inlet and Outlet Piping: Same materials and joining methods as for piping specified for the service in which safety valve is installed.

#### 3.2 VALVE APPLICATIONS

- A. General-Duty Valve Applications: Unless otherwise indicated, use the following valve types:
  - 1. Shutoff Duty: Use ball and butterfly valves.
  - 2. Throttling Duty: Use flow control devices (i.e. calibrated balancing valves) and balancing cocks.
- B. Install shutoff-duty valves at each branch connection to supply and return mains, at supply and return connections to each piece of equipment, and elsewhere as indicated.
- C. Install flow control devices and balancing cocks on the outlet of each hydronic coil, circulating pump and elsewhere as required or shown to facilitate system balancing.
- D. Install drain valves at low points in mains, risers, branch lines, and elsewhere as shown or required for system drainage.

- E. Install check valves on each pump discharge and elsewhere as shown or required to control flow direction.
- F. Install pressure relief valves on hot water heat exchangers, at expansion tanks, and elsewhere shown on the Drawings or as required by the ASME Boiler and Pressure Vessel Code. Pipe discharge to floor without valves. Comply with ASME Boiler and Pressure Vessel Code, Section VIII, Division 1, for installation requirements.
- G. Install make-up water pressure reducing valves on domestic cold water piping to the hydronic systems.

### 3.3 PIPING INSTALLATIONS

- A. Install piping according to Division 23 Section "Common Work Results for HVAC".
- B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicate piping locations and arrangements if such were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.
- C. Install piping in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.
- D. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.
- E. Install piping free of sags and bends.
- F. Locate groups of pipes parallel to each other, spaced to permit applying insulation and servicing of valves.
- G. Install drains at low points in mains, risers, and branch lines consisting of a tee fitting, 3/4-inch NPS ball valve, and short 3/4-inch NPS threaded nipple and cap. The quantity and locations of drains shall be sufficient to completely drain down the system.
- H. Install piping at a uniform grade of 0.2 percent downward towards drainage points.
- I. Reduce pipe sizes using eccentric reducer fitting installed with level side up. Lap joint stub ends are not permitted.
- J. At the Contractor's option, and at no additional cost to the Owner, 6" piping and appurtenances may be substituted for 5" piping and appurtenances indicated on the Drawings.
- K. Wrought Steel Fittings, Butt Weld and Flanged: Comply with the following:
  - 1. Install factory-fabricated elbows for changes in direction. Long radius elbows shall be used, and changes in elevation shall be performed with two (2) 22.5 deg elbows in lieu of 45 or 90 degree elbows.
  - 2. Install branch connections to mains using factory-fabricated tee fittings in main with takeoff out bottom of main, except for up-feed risers with takeoff out top of main line.

- a. Exceptions:
  - 1) The use of "fish-mouth" type fittings for branch connection to mains is permitted, but only when the size of the branch connection is two (2) nominal pipe sizes smaller than the size of the main, and the main is size 5" or larger.
  - 2) The use of weld-o-lets for branch connection to mains is only permitted when the size of the branch connection is three (3) or more nominal pipe sizes smaller than the size of the main pipe. Furthermore, weld-o-lets shall not be used for branches larger than 2".
- L. Install unions in pipes 2-inch NPS and smaller, adjacent to each valve, at final connections of each piece of equipment, and elsewhere as indicated.
- M. Install flanges on valves, apparatus, and equipment having 2-1/2-inch NPS and larger connections.
- N. Install flexible connectors at inlet and discharge connections to pumps (except in-line pumps with motor sizes smaller than 3HP) and other vibration-producing equipment. Refer to Division 23 Section "Common Work Results for HVAC Equipment" for flexible piping connectors.
- O. Install strainers on inlet side of each control valve, pump, and elsewhere as indicated. Install a 3/4-inch NPS nipple and cap with a full port ball valve in blow-down connection of all strainers sized 1-1/2-inch NPS and larger. The blow down size shall match the size of strainer blowoff connection where strainers have blowoff connections larger than 3/4-inch NPS.
  - 1. Locate and orient the strainer so that gravity will assist in retaining the entrapped solids in the screening element (or "leg") or basket so solids can be properly collected and held for disposal.
    - a. Install Y-strainers in vertical downflow lines, and in horizontal lines with the screening leg located on the underside of the strainer body. Do not install in upflow orientations.
    - b. Install basket strainers horizontally (only).
- P. Anchor and guide piping to ensure proper direction of expansion and contraction. Install expansion loops, expansion joints, anchors, and pipe alignment guides as specified in Division 23 Section "Expansion Fittings and Loops for HVAC Piping."
- Q. Swing Connections: Branch piping connections to mains shall be made with swing connections.
  - 1. Connect risers and branch connections to mains with at least five pipe fittings, including tee in main.
  - 2. Connect risers and branch connections to terminal units with at least four pipe fittings, including tee in riser.
  - 3. Connect mains and branch connections to terminal units with at least four pipe fittings, including tee in main.
- R. Label piping as specified in Division 23 Section "Identification for HVAC."
- S. 'T-drill' and similar piping system tee forming techniques are not permitted. Use tee fittings.



- T. Gravity-fed Condensate Drain Piping: Provide a continuous slope to the indirect waste discharge, no less than 1 percent slope. Piping size shall match the drain pan connection size, the size indicated on the drawings, or the minimum size required by the International Mechanical Code, whichever is largest. Provide a venting tee on piping located downstream side of each condensate drain trap to ensure positive drainage. The top of the tee shall be extended vertically to an elevation above the flood rim of the highest drain pan connected to the drain piping system. Provide plugged clean outs on each change in direction that exceeds 45 degrees, and at intervals not exceeding 20 feet.
- U. Condensate Drain Traps: Construct traps of the dimensions required (trap seal depth and net "fall") for each HVAC unit generating condensate, based on the predicted maximum static pressure in the cabinet at the location of each trap, including the effect of loaded filters, to ensure the proper drainage of condensate while preventing air passage through the trap (in either direction). After unit startup, flush and prime traps, then test for performance, simulating dirty air filters.

### 3.4 HANGERS AND SUPPORTS

- A. General: Hangers, supports, and related work are specified in Division 23 Section "Hangers and Supports for HVAC Piping and Equipment." Conform to requirements below for maximum spacing of supports.
- B. Comply with requirements in Division 23 Section "Vibration and Seismic Controls for HVAC" for spring hangers and seismic restraints.
- C. Install the following pipe attachments unless otherwise indicated, or required to meet the requirements in Division 23 Section "Vibration and Seismic Controls for HVAC" or "Expansion Fittings and Loops for HVAC Piping":
  - 1. Adjustable clevis hangers for individually supported, straight horizontal piping sections less than 20 feet (6 m) long between horizontal offsets or rises.
  - 2. Adjustable roller hangers or spring hangers for individually supported, straight horizontal piping sections 20 feet (6 m) or longer between horizontal offsets or rises.
  - 3. Pipe Roller: MSS SP-58, Type 44 for multiple horizontal piping 20 feet (6 m) or longer, supported on a trapeze.
  - 4. Spring hangers and supports to support vertical runs as required in Division 23 Section "Expansion Fittings and Loops for HVAC Piping".
  - 5. Provide copper-clad hangers and supports for hangers and supports in direct contact with copper pipe.
- D. Install hangers for steel piping with the following maximum spacing and minimum rod sizes (Note: Rod sizes indicated are for single pipe / single rod hangers):
  - 1. NPS 2-1/2 (DN 65): Maximum span, 11 feet (3.4 m); minimum rod size, 1/2 inch.
  - 2. NPS 3 (DN 80) : Maximum span, 12 feet (3.7 m); minimum rod size, 1/2 inch.
  - 3. NPS 4: Maximum span, 14 feet; minimum rod size, 5/8 inch.
  - 4. NPS 5: Maximum span, 16 feet; minimum rod size, 5/8 inch.
  - 5. NPS 6: Maximum span, 17 feet; minimum rod size, 3/4 inch.
  - 6. NPS 8: Maximum span, 19 feet; minimum rod size, 3/4 inch.
  - 7. NPS 10: Maximum span, 22 feet; minimum rod size, 7/8 inch.
  - 8. NPS 12: Maximum span, 23 feet; minimum rod size, 7/8 inch.
  - 9. Sizes larger than NPS 12: Refer to MSS SP-58.

10. Spacing listed above does not apply where valves or other appurtenances create concentrated loads between supports, or where there are changes in direction. Provide additional supports for these conditions.
  11. For piping 2-1/2" and larger, rod sizes may be reduced one nominal size where two rods are used.
- E. Install hangers for drawn-temper copper tubing with the following maximum spacing and minimum rod sizes (Note: Rod sizes indicated are for single pipe / single rod hangers):
1. NPS 3/4 (DN 20): Maximum span, 5 feet (1.5 m); minimum rod size, 3/8 inch (6.4 mm).
  2. NPS 1 (DN 25): Maximum span, 6 feet (1.8 m); minimum rod size, 3/8 inch (6.4 mm).
  3. NPS 1-1/4 (DN 32): Maximum span, 7 feet (2.1 m); minimum rod size, 3/8 inch (10 mm).
  4. NPS 1-1/2 (DN 40): Maximum span, 8 feet (2.4 m); minimum rod size, 3/8 inch (10 mm).
  5. NPS 2 (DN 50): Maximum span, 8 feet (2.4 m); minimum rod size, 3/8 inch (10 mm).
  6. NPS 2-1/2 (DN 65): Maximum span, 9 feet (2.7 m); minimum rod size, 1/2 inch.
  7. NPS 3 (DN 80): Maximum span, 10 feet (3 m); minimum rod size, 1/2 inch.
  8. Sizes larger than NPS 3: Refer to MSS SP-58.
  9. Spacing listed above does not apply where valves or other appurtenances create concentrated loads between supports, or where there are changes in direction. Provide additional supports for these conditions.
- F. Support vertical runs at roof, at each floor, and at 10-foot (3-m) intervals between floors.
- G. Provide additional hangers within 12" of each change of direction of piping, and at concentrated equipment loads.

### 3.5 PIPE JOINT CONSTRUCTION

- A. Refer to Division 23 Section "Common Work Results for HVAC" for joint construction requirements for soldered joints in copper tubing; welded, and flanged joints in steel piping.
1. Pressure seal fittings shall be installed using the proper tools, actuator, jaws and rings as instructed and approved by the press fitting manufacturer. Leave insertion marks on pipe after assembly.
  2. Pressure-sealed connections shall be made in accordance with the manufacturer's installation instructions. The tubing shall be fully inserted into the fitting and the tubing marked at the shoulder of the fitting. The fitting alignment shall be checked against the mark on the tubing to assure the tubing is fully engaged (inserted) in the fitting.
  3. Installers shall be familiar with the installation of pressure seal joint systems and shall have been project site trained by a factory representative at least once within the last 3 years.
  4. To prevent distortion of the pipe, be sure to stringently maintain the minimum distance between fittings depending on tubing diameter as directed by manufacturer. Failure to provide this distance may result in an improper seal, and the Contractor shall be held liable for all associated costs of required repairs.
  5. The Contractor shall insure that sealing elements are properly in place and free from damage. For sizes larger than 2-1/2", if pressure seal joints are permitted on piping of this size as specified elsewhere in this Section, installer should insure that the stainless steel grip ring is in place.

6. Provide unions and arrangement of sufficient length of removable sections of tubing at valves and equipment connections to allow for easy removal and reinstallation for repairs without having to re-make the press connections.

### 3.6 HYDRONIC SPECIALTIES INSTALLATION

- A. Install manual air vents at both local and overall high points in system, at heat-transfer coils, and elsewhere as indicated or required for system air venting.
- B. Install dielectric fittings where required by Division 23 Section "Common Work Results for HVAC."
- C. Install automatic air vents at air separator, and at inaccessible local high points in the system, and elsewhere as indicated. Route the discharge of inaccessible auto air vents to an approved indirect waste.
- D. Install air separators in pump suction lines. Run piping to expansion tank with a 2 percent upward slope toward tank. Install drain valve on units 2-inch NPS and larger.
- E. Install expansion tanks as indicated. Vent and purge air from hydronic system, and charge tank with proper air charge to match the system fill pressure or otherwise suit system design requirements. Isolation valves on the piping connecting the expansion tank to the system shall be fitted with a lockshield.
- F. Install buffer tanks on 4" high concrete housekeeping pads. Anchor tanks to pads.

### 3.7 EQUIPMENT CONNECTIONS

- A. Piping size for supply and return connections to equipment shall be as indicated on the Drawings, or the same size as equipment connections, whichever is larger.
- B. Install control valves in accessible locations close to equipment.

### 3.8 HYDROSTATIC PRESSURE TESTING

- A. Hydrostatically test new piping and existing piping systems altered by the Project. The Contractor shall perform pressure tests. Advise the Owner and Architect/Engineer no less than 7 days in advance of testing.
  1. Hydrostatic testing shall occur either immediately before flushing, cleaning/passivation, and chemical treatment of the system, or after such work has been completed. The hydronic systems shall not be left idle, filled with untreated water, for a length of time longer than necessary to perform testing. Should flash rusting of the system occur, the Contractor is responsible for whatever corrective measures are deemed necessary by the Architect / Engineer.
  2. Test prior to installing insulation.
- B. Testing Preparation: Prepare hydronic piping according to ASME B31.9 and as follows:

1. Leave joints, including welds, uninsulated and exposed for examination during test.
2. Provide temporary restraints for expansion joints that cannot sustain reactions due to test pressure. If temporary restraints are impractical, isolate expansion joints from testing.
3. Flush system with clean water. Clean strainers.
4. Isolate equipment so that it is not subjected to test pressure from piping using valves or blinds in flanged joints. If a valve is used to isolate equipment, its closure shall be capable of sealing against test pressure without damage to valve. Flanged joints where blinds are inserted to isolate equipment need not be tested.
5. Install relief valve set at a pressure no more than one-third higher than test pressure, to protect against damage by expanding liquid or other source of overpressure during test.

C. Testing: Test hydronic piping as follows:

1. Use ambient temperature water as testing medium, except where there is risk of damage due to freezing. Another liquid may be used if it is safe for workers and compatible with piping system components.
2. Use vents installed at the high points of system to release trapped air while filling system. Use drains installed at low points for complete removal of liquid.
3. Examine system to see that equipment and parts that cannot withstand test pressures are properly isolated. Examine test equipment to ensure that it is tight and that low-pressure filling lines are disconnected.
4. Isolate expansion tanks and determine that hydronic system is full of water.
5. Subject piping system to hydrostatic test pressure that is not less than 1.5 times the design pressure, and not less than 100 psig, whichever is greater, however the test pressure shall not exceed maximum pressure for any vessel, heat exchanger, boiler, pump, valve, or other component in system under test. Check to verify that stress due to pressure at bottom of vertical runs does not exceed either 90 percent of specified minimum yield strength or 1.7 times "SE" value in Appendix A of ASME B31.9, Code for Pressure Piping, "Building Services Piping."
6. After hydrostatic test pressure has been applied for at least 10 minutes, examine piping, joints, and connections for leakage. Eliminate leaks by tightening, repairing, or replacing components with new materials as appropriate. Leak-sealing compounds and preening is not permitted.
7. Repeat hydrostatic test until there are no leaks.
8. Prepare written report of testing.

D. Use of pressurized air for testing of hydronic piping systems is strictly prohibited.

3.9 FLUSHING, CLEANING, AND CHEMICAL TREATMENT

- A. General: All hydronic systems require cleaning, passivation, and flushing. Refer to Division 23 Section "Water Treatment for Closed Loop Systems" for chemical treatment requirements, as well as treatment chemicals and equipment, and for additional system cleaning requirements. Existing systems being modified or extended under this project scope, or connected to new piping systems, shall be fully drained of the existing fluid, and the entire system treated as specified herein after all piping work has been completed.
- B. Supervision and Responsibilities: The water treatment service provider performing the work of Division 23 Section "Water Treatment for Closed Loop Systems" shall oversee the entire flushing and cleaning process performed by the Division 23 Contractor, and perform conductivity

testing, in addition to performing final chemical treatment of the system. The service provider shall provide all chemicals used throughout the process, including those used for cleaning, passivating, and final chemical treatment.

- C. Initial Flushing: Flush all hydronic piping systems with clean water. Flush the system till the water runs visibly clear and has a conductivity no more than 100 microSiemens greater than that of the fresh water supply. Remove, clean, and replace strainer screens after flushing.
1. Remove the flow regulating cartridge from pressure independent control valves and automatic flow balancing valves during flushing operations. Replace cartridges after the system is demonstrated to be fully cleaned.
  2. Do not use the system pumps to perform the initial flushing of the hydronic system. The Contractor shall furnish and install a temporary pump for this purpose, or shall utilize a clean water source in a once-through manner. All costs for temporary water and drainage connections and/or use of temporary pumps shall be included in the Contractor's bid price. For existing pumps, provide full system size bypass piping around the permanent pumps.
  3. After flushing operations are complete, the Contractor shall remove the temporary pump and/or fresh water and drainage connections and install and operate the permanent pumps. The permanent pumps may be used for cleaning, passivation, and chemical treatment process. All temporary electrical and piping connections to perform the required system flushing without the use of the permanent pump are the responsibility of the Division 23 Contractor.
    - a. Refer to Division Sections "Hydronic Pumps", and "Water Treatment for Closed-Loop Hydronic Systems" for additional requirements.
    - b. If the Contractor does not comply with the above, and exposes the permanent pumps to the flushing process, the Contractor shall replace the seals and volute gaskets in all pumps exposed to the flush water 11 months after system start-up at no additional cost to the Owner. Extra seals and volute gaskets shall be furnished by the Contractor for this purpose (i.e. do not use the spare materials required by the Article "Extra Materials" that appears in the Division 23 Section "Hydronic Pumps").
- D. Cleaning and Passivation:
1. After the hydronic system piping, circulating pumps, equipment and water passages have been flushed till visibly clear and meets the above specified conductivity limit, the system shall be cleaned by circulating mixtures of a commercially available hydronic system cleaning and passivating agent specified in Division 23 Section "Water Treatment for Closed Loop Systems" and water.
  2. Fill, vent and circulate system with the solution. Allow solution to reach design or operating temperatures (for heating systems). After system has been circulated for the time period specified in Division 23 Section "Water Treatment for Closed Loop Systems", system shall be drained completely and refilled with fresh water and circulated to remove the cleaner, and then drained once again. The system shall be thoroughly vented of air each time the system is filled.
  3. After cleaning the piping system, but before final chemical treatment and testing and balancing, remove, clean and replace strainer screens, and drain the cleaning solution. Refill the system with fresh water.

- E. Chemical Treatment: Immediately after draining the system rinse water, refill the system with fresh water, and chemically treat the system as specified in Division 23 Section "Water Treatment for Closed Loop Systems".

### 3.10 COMMISSIONING

- A. Fill system and perform flushing, cleaning, and initial chemical treatment.
- B. Check that the system is completely full of water.
- C. Verify correct water fill pressure and corresponding air charge pressure in expansion tank. Perform these steps before operating the system:
  - 1. Open valves to fully open position. Close coil bypass valves.
  - 2. Check pump for proper direction of rotation.
  - 3. Set automatic fill valves for required system pressure.
  - 4. Check air vents at high points of systems and determine if all are installed and operating freely (automatic type) or bleed air completely (manual type).
  - 5. Set temperature controls so all coils are calling for full flow.
  - 6. Check and set operating temperatures of hydronic equipment (e.g. boilers, chillers, heat exchangers, etc.) to design requirements.
  - 7. Lubricate motors and bearings.

END OF SECTION 232113

## SECTION 235100 - GAS VENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Related Requirements:
  - 1. Section 235113 "Gas Vent Draft Control Systems" for fans, dampers, and controls that produce a specified draft at all times on gas venting systems.
  - 2. Section 235116 "Fabricated Breechings" for field and shop fabricated boiler breechings, insulation, and accessories.
  - 3. Section 235133 "Chimney Liners" for factory fabricated UL listed masonry chimney liners.

#### 1.2 SUMMARY

- A. This Section includes the following types of manufactured gas appliance venting materials:
  - 1. Type B gas vents.
  - 2. Double-wall special gas vents.
  - 3. Polypropylene gas vents.
  - 4. Stainless steel double wall positive pressure gas vents.

#### 1.3 DEFINITIONS

- A. AL 29-4C: A superferritic stainless steel alloy designed by Allegheny Ludlum for extreme resistance to chloride ion pitting, crevice corrosion and stress corrosion cracking. Equivalent material made by other manufacturers may be identified by the UNS designator S44735.
- B. Category I Appliance: An appliance which operates with a non-positive vent static pressure and with a vent gas temperature that avoids excessive condensate production in the appliance.
- C. Category II Appliance: An appliance which operates with a non-positive vent static pressure and with a vent gas temperature that may cause excessive condensate production in the appliance.
- D. Category III Appliance: An appliance that operates with a positive vent static pressure and with a vent gas temperature that avoids excessive condensate production in the appliance.
- E. Category IV Appliance: An appliance that operates with a positive vent static pressure and with a vent gas temperature that may cause excessive condensate production in the appliance.

#### 1.4 ACTION SUBMITTALS

- A. **Product Data:** For each type of product indicated. Include rated capacities; shipping, installed, and operating weights; furnished specialties; and accessories.
- B. **Shop Drawings:** Show fabrication and installation details for venting system. Include plans, elevations, sections, details, and attachments to other Work. Detail assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, hangers, and location and size of each field connection.
  - 1. Include information that clearly demonstrates that the configuration, length, number of fittings, and sizing is acceptable to the heating appliance manufacturer and is full compliance with the appliance's UL listing and the appliance manufacturer's recommendations.

#### 1.5 INFORMATIONAL SUBMITTALS:

- A. **Delegated Design:** The Drawings depict the basic requirements of the venting system and required routing. The manufacturer shall perform calculations to verify the inner diameter of the exhaust system in accordance with the operating characteristics and backpressure limitations prescribed by the gas fired equipment manufacturer. The computations used shall follow ASHRAE calculation methods and shall incorporate the specific flow characteristics of the various fittings and inner pipe of the proposed system. Sizing shall also comply with NFPA 54 (ANSI Z223.1) and NFPA 211.
  - 1. The Contractor, with the assistance of the gas fired equipment manufacturer's representative, shall furnish the exact operating characteristics of the gas fired equipment to the factory representative so that vent sizing calculations may be performed.
  - 2. The venting system shall be installed as designed by the venting system manufacturer and in accordance with the terms of the gas fired equipment manufacturer's warranty and in conjunction with sound engineering practices. The proposed layout and design shall address drainage of water, supports and guides, and accommodations for thermal expansion.
  - 3. Include a letter of acceptability from the heating appliance manufacturer that clearly demonstrates that the product is acceptable to the heating appliance manufacturer and is full compliance with the appliance's UL listing and the appliance manufacturer's recommendations. Furthermore, the letter shall indicate if the submitted venting material will have any affect the required operational setpoints of the appliance.
  - 4. The provisions of this Section may be overridden by any strict installation requirements of the gas fired equipment manufacturer regarding venting of the equipment. Any such overriding requirements shall be identified on the venting system submittal, and a copy of the gas fired equipment manufacturer's requirements shall be provided for reference.
- B. **Certified Sizing Calculations:** The gas fired equipment appliance manufacturer shall furnish all required flow and backpressure information to the venting system manufacturer, including the flow characteristics of any accessories, such as vent connectors or outdoor terminal hoods, etc. Then sizing calculations shall be performed by the venting system manufacturer based on the shop drawing layout of the system.
  - 1. Include a letter from the gas fired equipment manufacturer certifying that the venting system sizing and layout meets all of the manufacturers requirements.



- C. Copy of the Special Warranty.

## 1.6 SPECIAL WARRANTY

- A. Special Double Wall Gas Vents: The vent system manufacturer shall provide a material and labor warranty that the products are free from defects in material and workmanship for a minimum of 15 years.
- B. Polypropylene Gas Vents: The vent system manufacturer shall provide a material and labor warranty that the products are free from defects in material and workmanship for a minimum of 10 years.

## 1.7 QUALITY ASSURANCE

- A. Source Limitations: Obtain vent system components through one source from a single manufacturer. The entire flue system from the appliance outlet to the termination point, including all accessories, except as noted, shall be from one manufacturer.
- B. Appliance Compatibility: The heating appliance manufacturer shall confirm that the product type, configuration, length, number of fittings, and sizing is acceptable to the heating appliance manufacturer, and is full compliance with the appliance's UL listing and the appliance manufacturer's recommendations.
  - 1. The Contractor shall verify compatibility during the bidding period. No extras will be due as a result of the Contractor failing to coordinate his bid.
- C. UL / ULC Compliance: Venting systems shall be listed, and applied in accordance with their listing.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Special Double-Wall Gas Vents:
    - a. DuraVent, M&G Group - "FasNSeal W2"
    - b. Heat-Fab, Inc./ Selkirk - "Saf-T-Vent CI Plus"
    - c. Enervex - "PowerStack EPS"
    - d. Jeremias Inc. - "DWKL"
    - e. Metal-Fab, Inc. - "Corr/Guard II"
    - f. Security Chimneys - "Secure Seal"
    - g. The Schebler Co. - "eVent Double Wall"
    - h. Z-Flex, Novaflex Inc. - "Z-Vent Commercial"

## 2.2 DOUBLE-WALL SPECIAL GAS VENTS

- A. Description: UL-1738 listed double-wall metal venting system, in sizes from 3" to 32", tested according to UL 1738 and rated for an operating temperature of 480 deg. F. and a 550 deg. F. maximum flue gas temperature, with positive or negative flue pressure complying with NFPA 211. Provide pipe, vent terminal, supports, drain and test port fittings, appliance connectors, thimble, condensate trap, sealant, and all other required accessories. System shall be suitable for use with Category II, III, and IV heating equipment (as defined by NFPA 54 / ANSI Z223.1) where accepted by the equipment manufacturer. The system shall be installed and arranged to compensate for all flue gas induced thermal expansion.
- B. Construction: Inner and outer metal shells separated by minimum [1/2][ or ][1]-inch of insulating air space by means of spacers, with positive sealing joints.
- C. Required Clearance to Combustibles: No more than 6", concealed or unconcealed, horizontal or vertical, throughout the size range offered, with an operating temperature of 480 deg. F. / maximum flue gas temperature of 550 deg F.
  - 1. Insulation in the annular space between walls is not strictly required, however it shall be provided if required to meet the above requirement for maximum clearance to combustibles.
- D. Inner Wall: ASTM A 959, Type AL29-4C super-ferritic stainless steel, or Type 316L-PCM (Purified Chromium and Molybdenum) stainless steel,]or Type 444 stainless steel, with minimum thicknesses as follows:
  - 1. 0.015" for sizes up to 8"
  - 2. 0.020" for sizes 10" to 16"
  - 3. 0.025" for sizes 18" to 24"
  - 4. 0.035" for sizes 26" and larger.
- E. Outer Jacket: Type 304, 316, or 430 Stainless Steel.
- F. Accessories: Appliance connectors, tees, elbows, increasers, vent termination, drain fittings, wall flashing, storm collar, support assembly, thimbles, firestop spacers, test ports, and fasteners; fabricated of similar materials and designs as vent-pipe straight sections.
  - 1. Support materials shall be either 300 or 400 series stainless steel.
  - 2. Test Port: 1 inch diameter coupling, plugged. Locate on individual stack serving each boiler. Locate in an accessible location in a non-turbulent zone.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of work.

- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION OF MANUFACTURED VENTS

- A. Entire vent system from the appliance outlet to the termination point, including accessories shall be from one manufacturer, except where explicitly noted otherwise.
- B. Install according to manufacturer's written instructions. Locate to comply with minimum clearances from combustibles.
- C. Assemble and seal joints according to manufacturer's written installation instructions, using sealants and other materials recommended by manufacturer.
- D. Roof penetrations shall be suitable for the specified roof construction, shall maintain the roof warranty, and shall comply with the manufacturer's installation instructions. Provide a ventilated base flashing or thimble to provide required clearances.
- E. The vertical stack termination shall be no less than three (3) feet above the roof penetration, or no less than two (2) feet above any portion of the building within ten (10) feet of the stack penetration, or the height indicated on the Drawings, or the height required by the gas fired equipment manufacturer, whichever of these four (4) criteria is the highest.
  - 1. Also provide the minimum required clearance to the combustion air intake as recommended by the gas fired equipment manufacturer.
  - 2. Guy Wires: Where the height of the stack exceeds the venting manufacturer's recommendations for a moment-supported stack at the roof structure, provide a system of adjustable guy wire supports in accordance with the manufacturer's recommendations. Provide no less four (4) guy wires, and provide a guy ring near the top of the stack. The maximum angle between guy wires as viewed from above shall be 120 degrees, and the guy wires shall be angled no less than 30 degrees from vertical. Provide galvanized steel anchors secured to the roof structure with base- and counter-flashing. Guy wires shall be minimum 1/8-inch diameter 7x19 steel aircraft cable with a minimum tensile breaking strength of 2,000 lbs. The cable shall be stainless steel or galvanized steel with a plastic coating. Furnish double-eye turnbuckles for tensioning, cable clamps (clips), thimbles to prevent kinking at securement points, and eyebolts for attachment to the roof anchors. All accessory materials shall be hot dipped galvanized or stainless steel, and shall be selected to match the specified breaking strength of the cable.
- F. Support vents at intervals recommended by the manufacturer to support weight of vent and all accessories, without exceeding loading of appliances. Support vents from the building structure. Supporting from metal decking is not permitted.
- G. All changes in direction shall be made with 45-degree elbows. 90-degree elbows shall be made with two (2) 45-degree elbows.
- H. Entrances to vertical runs shall be made with a 45-degree elbow and a 45-degree branch tee. The end of the branch tee at the base of the riser shall be provided with a drain type fitting. Connect minimum 1-inch copper tubing with a ball valves to the drain connection. Extend tubing to nearest floor or funnel drain.

- I. Install the venting system so as to account for expansion and contraction. Provide expansion sections and spring hangers and supports.
  - I. Inspect vents and joints for integrity immediately after system startup to full temperature. Complete tests and inspections prior to concealment.
- J. Lap joints in direction of flow.
- K. Slope vents a with positive slope up and away from the fuel-fired equipment.
- L. For Category I appliances, install barometric dampers in accordance with the manufacturer's instructions. Locate at close to the draft hood collar as possible.

### 3.3 CLEANING

- A. After completing system installation, including terminals, inspect exposed finishes. Repair damaged finish to match original finish.
- B. Clean vents internally, during and on completion of installation, to remove dust and debris.
- C. Provide temporary closures at ends of vents that are not completed or connected to equipment.

END OF SECTION 235100

SECTION 235216 – COPPER FIN WATER TUBE BOILERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Related Sections include the following:
  - 1. Section 235100, "Gas Vents".
  - 2. Section 232501, "HVAC Water Treatment for Closed-Loop Hydronic Systems".

1.2 SUMMARY

- A. Section includes gas-fired, near-condensing boilers with water-tube copper fin heat exchangers, with required trim and accessories for generating hot water.
- B. The Contractor shall complete and submit an *"Intent to Install Boiler"* form to the Pennsylvania Department of Labor and Industry, Boiler Division. The Contractor shall be responsible for the fee for the submission.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for boilers.
  - 2. Include rated capacities, operating characteristics, and furnished specialties and accessories.
  - 3. Schematic diagram of gas valve trains.
- B. Shop Drawings: For boilers, boiler trim, and accessories.
  - 1. Include plans, elevations, sections, and mounting details.
  - 2. Include details of equipment assemblies. Indicate dimensions, weights, loads, and required clearances, method of field assembly, components, and location and size of each field connection.
  - 3. Include diagrams for power, signal, and control wiring.
  - 4. Plans and elevations and details of boiler venting and combustion air piping.
    - a. Verification of Venting System Compatibility: The boiler manufacturer shall confirm in writing that the product type, configuration, length, number of fittings, and sizing is acceptable to the heating appliance manufacturer, and is full compliance with the

appliance's UL listing and the appliance manufacturer's recommendations. Coordinate with the requirements of Division 23 Section "Gas Vents."

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Certified Sizing Calculations: Boiler manufacturer shall certify venting system sizing calculations. The boiler manufacturer shall furnish the exact operating characteristics and requirements of the boiler equipment to the venting system factory representative so that vent sizing calculations may be performed.
- B. Source quality-control reports. Manufacturer shall supply copies of the Test Fire Report, including fuel/air settings and combustion test results.
- C. Field Test Reports: This shall include both startup test reports and functional test reports. Indicate and interpret test results for compliance with performance requirements. Submit completed manufacturer's startup checklists.
- D. Sample Warranty: For special warranty.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For boilers to include in emergency, operation, and maintenance manuals.

#### 1.6 CHEMICAL TREATMENT SYSTEMS SUMMARY

- A. Provide all labor, material and equipment for cleaning and flushing piping systems and providing water treatment chemicals and miscellaneous equipment for piping systems.
  - 1. All work described herein equally applies to any existing heating hot water system piping as it does to new hydronic piping systems and components and equipment.
  - 2. Work shall include ensuring that the system conditions strictly comply with all recommendations of the boiler manufacturer.
    - a. Ensure that the chosen treatment is appropriate and certified by the boiler manufacturer.
    - b. The chemical treatment manufacturer shall furnish a guarantee that the treatment, when applied according to the manufacturer's recommendations, will not cause harm to the boiler, pumps, piping, and other components of the hydronic boiler system.
    - c. Initial Fill Requirements:
      - 1) Artificial Softness – Do NOT use artificially softened water to fill the system. Artificial softening agents generally use salt, which creates a chloride water chemistry, a major contributor to the corrosion of the types of metals used in hydronic systems. Elevated salt levels also contribute to higher conductivity levels, another undesirable characteristic in hydronic systems.

- 2) Provide naturally soft water (but not DI or RO water) for the filling of the system if the on-site water is not suitable for the system. Make up water pH shall be between 7.5 and 8.8.

d. Comply with the following for the *Basis of Design* boiler:

- 1) Maximum Hardness: 8.5 grains/gallon (150 ppm).
- 2) Acceptable pH range: 7.5 to 10.
- 3) Total Solids - less than 2500 ppm.
- 4) Total alkalinity as CaCO<sub>3</sub> - less than 450 ppm.

#### 1.7 QUALITY ASSURANCE

- A. The equipment shall fit within the allocated space, leaving ample allowance for maintenance and inspection.
- B. The equipment shall be new and fabricated from new materials. The equipment shall be free from defects in materials and workmanship.
- C. Boilers shall be fully factory test fired prior to shipment.
- D. Electrically operated components specified are to be "Listed" and/or "Labeled" as defined by NFPA 70, Article 100.
- E. UL Compliance: Test boilers for compliance with UL 795. Boilers shall be listed and labeled by a testing agency acceptable to authorities having jurisdiction.
- F. The boiler shall bear the ASME "H" stamp for no less than 125 psi working pressure and shall be National Board listed.
- G. CSD-1: Gas train and controls shall comply with ASME CSD-1, Controls and Safety Devices, and Factory Mutual.
- H. Conform to ANSI/ASME SEC 4 and ANSI/AGA Z1.13 Code for construction of boiler. Boilers shall be AGA Certified.
- I. Boiler shall be AHRI listed and certified.

#### 1.8 WARRANTY

- A. General Warranty: The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents. Boiler vendor/service company shall provide one year of warranty parts and labor.
- B. Special Warranty: Manufacturer agrees to repair or replace components of boilers that fail in materials or workmanship within specified warranty period.

1. Heat exchanger and burner: Materials only, non-prorated, for a period 5 years from date of Factory Representative's Startup Service.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. The hot water system design represented by the Contract Documents has been performed with the following performance characteristics of the *Basis of Design* boiler in mind:
1. System Pumping Configuration: Primary-Secondary with Constant Volume Primary (Boiler) Pumping
  2. Maximum Water Flow Rate Permitted (per boiler): no less than 232 gallons per minute (GPM) at the minimum firing rate.
  3. Maximum Water Pressure Drop (at maximum flow rate listed above): no more than 3.9 Ft. water column (w.c.)
  4. Minimum Water Flow Rate Required (per boiler): no more than 116 GPM at 100% fire.
  5. Minimum Entering Water Temperature Required: no more than 150 deg. F.
  6. Minimum Gas Pressure Required (at inlet to gas train): no more than 4.0" w.c., with no effect on turn down ratio or peak output capacity.
  7. Maximum Gas Pressure Permitted (at inlet to gas train): no less than 14.0" w.c., with no effect on turndown ratio or peak output capacity.
  8. Burner Maximum Turn-Down Ratio: no less than 5:1.
  9. Minimum Heating Output with 150 deg F. inlet water: 696,000 Btu/hr.
  10. Appliance Category, As Installed: Type II / IV, Sealed Combustion.
  11. Venting Configuration: Sidewall
  12. Combustion Air Intake Configuration: Horizontal/Sidewall
  13. Maximum Length of 12" Diameter Venting Permitted: no less than 100 equivalent feet.
  14. Maximum Length of 10" Diameter Combustion Air Duct Permitted (given the above listed venting length): no less than 100 equivalent feet.
  15. Maximum Boiler Supply Water Temperature: no less than 180 deg. F., with no limitations imposed by the venting system provided.
  16. Minimum Boiler Supply Water Temperature: no more than 180 deg F.
  17. Internal Boiler Volume: no less than 13.2 Gallons.
  18. Maximum Working Pressure: no less than 160 psig.
  19. Minimum Required Front (Control Panel Side) Clearance: shall not exceed 24".
  20. Minimum Required Rear (Gas Train Side) Clearance: shall not exceed 24".
  21. Minimum Required Side Clearance (both sides): shall not exceed 0".
  22. Minimum Required Top Clearance: shall not exceed 24".
- B. The Bidding Contractor and Boiler Manufacturer Representatives shall verify during the bidding process, that the boiler being proposed for use as the basis for the Contractor's bid price meets and accommodates all of the above-listed performance and operating parameters and system configuration requirements, in addition to those indicated and scheduled on the Drawings.
- C. In the event that the Contractor's proposed alternate boiler does not meet all of the project requirements, a reasonable accommodation to the system design to compensate for the reduced performance ability of the Contractor's proposed alternate may be possible, however the Contractor assumes any and all risk associated with the possibility that the design may not be able to be modified to the satisfaction of the Architect and Engineer. The Architect and Engineer



are the sole determiners of acceptability. However, the Contractor may submit, for pre-approval, requests for information related to the acceptability of design modifications associated with the Contractor's proposed alternate. Such questions will only be accepted 10 days prior to the bid-due date, or earlier. The Contractor shall bear any and all risks associated with his non-timely requests for information during the bidding period, or the lack of completeness or clarity in the information provided with that request.

## 2.2 BIDDING REQUIREMENTS

- A. Manufacturers: Subject to compliance with the project requirements, provide products by the following:

1. Lochinvar 'Power-Fin (Basis of Design Product)
2. Camus 'DynaFlame', with copper heat exchanger
3. RBI 'Futura XLF'

NOTE: All boilers other than those indicated to be the '*Basis of Design*' shall be considered 'alternate boilers' for purposes of this specification, including the paragraph below.

- B. It is the full burden of the Contractor to include in his bid the costs associated with making all required modifications to the design and installation, at no additional cost beyond that accounted for in the bid price, in order to accommodate the specific installation requirements of the alternate boiler, including those affecting the work of other Divisions. The design modifications shall meet with the approval of the Architect and Engineer.

- C. Bid Compliance Report:

1. The Owner, Architect, and Engineer reserve the right to request a report from the Alternate Boilers listed above to determine the Alternate Boiler's compliance with the project requirements and these specifications. Failure to submit this compliance report upon request shall mean that the Contractor's bid for the alternate boiler will be rejected.
2. This report shall indicate for each section and subparagraph of This Section whether the alternate boiler meets the criteria of the specification. The following format must be utilized when completing the compliance report:
  - a. Comply – without exception.
  - b. Exception – meet the functional intent. For each paragraph, the contractor shall identify all differences in materials and/or specific functions stated in the given paragraph and provide a description of what is excluded or how they intend to meet the function specified.
  - c. Does Not Comply – cannot meet they specified function and will not provide.
3. The Contractor shall also furnish the following information as part of the compliance report.
  - a. A list of all items in which the Alternate Boiler substantially exceeds the specifications. Articulate the benefit to the owner (when compared to the specified feature) for each of the items listed.
  - b. Any required alterations to the design indicated on the Contract Drawings shall be identified.
  - c. Product data submittal for the Alternate Boiler.

- d. A schedule of data for the Alternate Boiler matching the scope addressed by the Boiler Schedule on the Contract Drawings.
- e. Current factory lead-time.
- f. A list of three installations within 50 miles of the project site of the Alternate Boiler with similar capacity and features. Submit name of Owner, address, contact person, phone number, email address, product model number, and year installed. None of the installations shall be newer than 1 year, nor older than 10 years.

### 2.3 FORCED-DRAFT, WATER-TUBE COPPER-FIN BOILERS

- A. Description: Factory-fabricated, -assembled, and -tested, water-tube near-condensing boiler with heat exchanger sealed pressure tight, built on a steel base, including insulated jacket; flue-gas vent; combustion-air intake connections (fully sealed combustion); water supply, return, and condensate drain connections; and controls. Water-heating service only.
- B. Mounting Base: For securing boiler to concrete base.
- C. Heat Exchanger: Copper-nickel fin water tube heat exchanger with straight tubes, and cast iron headers.
- D. Combustion Chamber: Stainless steel combustion chamber with external insulation and jacket. Provide sight glass for observation of combustion.
  - 1. Insulation: Minimum 2-inch thick, mineral-fiber or polyurethane-foam insulation surrounding the chamber.
- E. Return Water Temperature Rating: The boiler shall be capable of receiving return water as low as 140 deg F. without risk of thermal shock or fireside condensation.
- F. Power Burner: Natural gas, forced draft. Both air and gas volumes shall be modulated to provide proper combustion at all firing rates.
  - 1. Fully modulating control with minimum 5:1 turndown.
- G. Variable Speed Blower: Centrifugal fan to operate during each burner firing sequence and to prepurge and postpurge the combustion chamber.
- H. Gas Train: ASME CSD-1 compliant; with manual shut-off, manual reset low and high pressure safety switches, dual motorized gas valves, pressure test ports, and manual leak checking gas valve.
  - 1. The boiler shall be capable of operating with entering gas pressures as low as 4.0" w.c. and as high as 14.0" w.c.
- I. Ignition: Direct Spark ignition with 100 percent main-valve shutoff with electronic flame supervision.

- J. Required Pumping Configuration: It shall be acceptable to the boiler manufacturer for the boiler to be applied in a constant-primary/ variable-secondary pumping system with external, field supplied pumps as shown on the Drawings.
1. For systems shown on the Drawings configured for primary-secondary pumping, the boiler may be furnished by the manufacturer with a factory-mounted primary circulating pump; however the pump shall meet the characteristics and performance of the scheduled pump.
- K. Boiler Cabinet:
1. Jacket: Sheet metal, with snap-in or interlocking closures.
  2. Control Compartment Enclosures: NEMA 250, Type 1A.
  3. Finish: Protective paint or powder coat finish.
  4. Combustion-Air Connections: Inlet and vent duct collars.
- L. Fittings and Trim:
1. Include devices sized to comply with ASME B31.9.
  2. Safety Relief Valve: ASME rated, with a relief pressure of 125 psig.
  3. Boiler Air Vent: Manual.
  4. Boiler Drain Valve: Minimum NPS 3/4 hose-end ball valve.
  5. Temperature and pressure gauges.

## 2.4 CONTROLS

- A. Refer to Section 230900 for the building automation system requirements. Refer to the Drawings and Section 230993 for the control sequences of operation.
1. Coordinate between the factory-provided controls and the work of the DDC system provider / sub-contractor to achieve the required control sequences of operation and points available through the DDC system.
- B. Boiler Controls User Interface: LCD display with keypad, or touchscreen. Multiple status and configuration screens shall be available for easy interpretation of the hydronic loop status and simplified control configuration of the multiple hydronic boiler system. Screens available shall include:
1. Outdoor Reset Configuration
  2. Setback Schedule
  3. Lead/Lag Configuration
  4. Boiler Configuration
  5. System Status
  6. Alarm Status
  7. Alarm History
  8. System supply water setpoint mode adjustment capabilities shall be included and the setpoint mode shall be field adjustable at the user interface. Available setpoint modes shall include:
    - a. Internally programmed outdoor air reset schedule.
    - b. Remote setpoint adjustment via 4-20mA or 0-10 VDC signal.

- c. BAS communication.
  - d. Manual.
- 9. Setback scheduling.
  - 10. Collection of Trending Data.
  - 11. BAS Interface (see additional requirements below).
  - 12. Reporting of Alarm Status and History.
  - 13. On-Off control of primary (boiler) pumps associated with each boiler / boiler module.
- C. Boiler operating controls shall include the following devices and features:
- 1. Control transformer, factory wired from the unit single-point power connection.
  - 2. Set-Point Adjustment: All set points and internal operating parameters shall be adjustable manually at the user interface.
  - 3. Sequence of Operation: Electric, factory-fabricated and field-installed panel to control burner firing rate to provide the following stand alone temperature control functions:
    - a. Supply Water Temperature Setpoint Control: Provide the following options:
      - 1) Reset supply-water temperature setpoint inversely with outside-air temperature. Reset parameters shall be fully adjustable.
      - 2) Fixed supply-water temperature setpoint, entered manually.
      - 3) Fixed supply water temperature setpoint, reset by way of a 0-10VDC or 4-20mA external control signal.
    - b. Primary Pump Interlock: Each boiler shall energize an associated primary pump when the boiler burner is called to fire; and shall de-energize the pump when the burner is no longer firing, after an appropriate time delay.
    - c. Include automatic, alternating-firing sequence for multiple boilers to ensure maximum system efficiency throughout the load range and to provide equal runtime for boilers. Refer to 'Boiler System Master Controller' paragraph below.
- D. Burner Operating Controls: To maintain safe operating conditions, burner safety controls limit burner operation.
- 1. High Cutoff: Manual reset stops burner if operating conditions rise above maximum boiler design temperature.
  - 2. Low-Water Cutoff Switch: Electronic probe shall prevent burner operation on low water. Cutoff switch shall be manual-reset type.
  - 3. Blocked Inlet Safety Switch: Manual-reset pressure switch field mounted on boiler combustion-air inlet.
  - 4. Audible Alarm: Factory mounted on control panel with silence switch; shall sound alarm for above conditions.
  - 5. Flame Safeguard Control.
  - 6. Differential Pressure Switch: To sense airflow to the burner.
- E. Boiler System Master Controller: For control of multiple boilers serving the same hydronic loop. The controller shall be used to maximize efficiency for the boiler plant.
- 1. The Master Controller may be a wall mounted, stand-alone unit. It is also acceptable for the individual boiler controllers to perform the specified integrating functions described herein.

2. The Master Controller shall be a microprocessor based process controller with a graphical user interface.
3. The Master Controller programming shall support Automatic, alternating-firing sequence for multiple boilers to ensure maximum system efficiency throughout the load range and to provide equal runtime for boilers. The hydronic boilers shall be controlled as follows to maximize their operating efficiency:
  - a. The sequencing system shall monitor the outdoor temperature and calculate a hydronic loop temperature setpoint based on touchscreen selectable user-defined values. The boiler sequencing system shall stage operation of the hydronic boilers based on the difference between the actual hydronic loop supply temperature and the calculated (outdoor air reset) hydronic loop supply temperature setpoint.
  - b. When a requirement for heat is determined by the boiler sequencing system, the lead boiler is energized and its firing rate is maintained at low fire.
  - c. If the hydronic loop temperature continues to decrease, the boiler sequencing system shall enable a lag boiler. The first lag boiler is energized and the lag boiler's firing rate is maintained at low fire.
  - d. As additional heat is required, the boiler sequencing system shall enable the remaining lag boiler stages individually until all of the available boilers in the hydronic loop have been energized. Each boiler shall remain at low fire until all of the stages have been enabled.
  - e. If all of the hydronic boilers are enabled and additional heat is required, the boiler sequencing system shall release the boilers to modulate. Operating hydronic boilers at lower firing rate levels provides significant efficiency gains. Therefore, hydronic boilers shall modulate together as a single unit to keep the hydronic boiler system at the lowest possible firing rate, while satisfying the building load demands.
  - f. As the hydronic loop temperature increases, the boiler sequencing system shall decrease the firing rate of the hydronic boilers to maintain the hydronic loop temperature. If all of the hydronic boilers are at low fire and the hydronic loop temperature continues to rise, the boiler sequencing system shall begin to stage the boilers off. The first lag boiler stage energized shall be the last stage to be disabled. The hydronic boilers shall continue to be disabled by the boiler sequencing system based on the temperature rise of the hydronic loop.
  - g. The lead boiler is disabled when the hydronic loop temperature reaches a selectable value referenced around the hydronic loop setpoint.
  - h. The boiler sequencing system shall include automatic rotation of the lead boiler based on a user configured lead boiler cycle count or run hours, whichever setting occurs first.
  - i. When the lead cycle or run hours' rotation value is reached, the boiler sequencing system shall assign each boiler's position in the lead/lag sequence based on their previous operating history. Boiler sequencing systems that simply rotate the lead position to the next boiler in the sequence shall not be acceptable due to their ineffective ability of maintaining an even cycle count across all of the boiler stages in the hydronic loop.
  - j. The boiler sequencing system shall stage the boilers based on a PID generated control variable value. The Proportional, Integral and Derivative values shall be user-defined through the Lead/Lag Configuration screen. Each lag boiler stage shall be enabled and disabled based on a user-defined control variable percentage. Properly tuned loops shall provide temperature control accuracy up to +/- 2°F, based on load demand.

- k. Lead boiler start and stop parameters shall be user-defined through the touchscreen operator interface. A Manual Reset parameter shall allow the Proportional Band to be shifted around setpoint.
  - l. A user-defined time delay parameter shall be provided that delays enabling and disabling of the lag boiler stages. This helps to decrease cycling of the lag stages when the building load is close to being satisfied.
  - m. The boiler sequencing system shall have the ability to monitor the outlet temperature of each hydronic boiler in the system. If the boiler outlet temperature exceeds setpoint by a user-defined amount, the boiler sequencing system shall automatically lower the firing rate of the boiler to help prevent a high limit trip at the boiler. As the boiler outlet temperature decreases below a defined variable, the boiler sequencing system shall allow the firing rate of the boiler to increase.
- F. Building Automation System Interface: Factory-install hardware and software to enable building automation system to monitor, control, and display boiler status and alarms.
- 1. Hardwired Points: Provide the following hard wired points between the boiler control system and the BAS. Communication points through the BAS interface specified below shall not substitute for the listed hardwired points.
    - a. Monitoring:
      - 1) On/off status (one for each boiler)
      - 2) Common trouble alarm. (one for each boiler)
    - b. Control:
      - 1) System on/off operation.
      - 2) System hot-water-supply temperature set-point adjustment and/or hot water supply temperature reset.
  - 2. A communication interface with building automation system shall enable building automation system operator to remotely control and monitor the boiler from an operator workstation. Control features available, and monitoring points displayed, locally at boiler control panel shall be available through building automation system.
    - a. Coordinate with the DDC system supplier / sub-contractor on which specific gateway / protocol shall be provided (BACnet, Lonworks, N2, Modbus RS-485) Coordinate during the bidding period with the specified DDC system sub-contractor(s) / supplier(s).

## 2.5 ELECTRICAL POWER

- A. Single-Point Field Power Connection: Factory-installed and -wired switches, motor controllers, control transformers, and other electrical devices necessary shall provide a single-point field power connection to boiler.
- 1. House electrical components in NEMA 250, Type 1 enclosure.
  - 2. Wiring shall be numbered and color coded to match wiring diagram.
  - 3. Install factory wiring outside of an enclosure in a raceway.

4. Field power interface shall be to a non-fused lockable disconnect switch provided by the boiler manufacturer.
5. Factory-provide branch power circuit to each motor and to controls with a circuit breaker. Provide each motor with overcurrent protection.

## 2.6 VENTING AND COMBUSTION AIR INTAKE

- A. Provide a complete combustion air and venting system that meets all requirements and recommendations of the boiler manufacturer.
- B. Refer to Division 23 Section "Gas Vents" for venting materials and requirements.
- C. Vertical Sidewall Combustion-Air Intake: Complete system, using Type 304 stainless steel outdoor air ductwork, inlet air coupling, and sealant. Intake shall be protected from rainfall and foreign material entry with elbows and 1/2" stainless steel mesh bird screen. Combustion air ductwork shall be insulated as specified for outdoor air ductwork.

## 2.7 EMERGENCY SHUT DOWN SYSTEM

- A. Furnish and install at each exit from the boiler room, a break-glass push button station equal to Pilla 'ST120' Series. The stations shall be located where shown on the Drawings, with the general intent to locate them just outside each exit door from the boiler (not inside), except for exterior doors, where the switch shall be located inside, immediately adjacent to the door, on the non-hinge side.
  1. The stations shall have NEMA 1 enclosure for interior station locations, and NEMA 3R, 4, or 4X for exterior station locations. Enclosure shall be flush mount type where installed in a stud wall. Surface mount is acceptable where installed on masonry walls.
  2. The station shall have bright red finish, hammer with attaching chain or cable, and a nameplate reading "EMERGENCY BOILER SHUT-DOWN" and "BREAK LENS - PUSH BUTTON".
- B. The break-glass stations shall have a push-pull maintained operator and shall be series wired to a multi-pole relay in a wall-mounted NEMA 1 enclosure. The relay contacts shall be wired to a normally closed automatic gas valve installed on the main fuel supply piping serving the room so that the fuel source to all fuel burning equipment in the room (boilers, water heaters, etc.) is immediately cut-off upon any one station switch being pushed. The valve shall automatically open upon reset of the system at the pushbutton, or whoever power is restored after a power outage.
  1. The automatic valve shall be wired and controlled by the Division 23 Contractor as herein described (both power and control wiring).
- C. Control relays shall be provided in order to energize a set of Edwards '125LED' series beacons (or approved equal) upon activation of the shutdown system. The relays shall be housed in a NEMA 1 enclosure in the mechanical room.
  1. The beacons shall have a flashing LED light in an amber color lens.

2. A beacon shall be located near the slab/ceiling above at a point relatively common to all equipment in the boiler room, and approximately 7'-6" above the finished floor directly above each break glass station.
- D. All power and control wiring work for the shut-down system shall be provided by Division 23 using a single 120V power source terminated at the relay panel, as shown on the Electrical Drawings. Provide a 24V control transformer as required. All wiring work shall comply with all applicable Division 26 provisions.

## 2.8 SOURCE QUALITY CONTROL

- A. Burner and Hydrostatic Test: Factory adjust burner to eliminate excess oxygen, carbon dioxide, oxides of nitrogen emissions, and carbon monoxide in flue gas and to achieve combustion efficiency; perform hydrostatic test.
- B. Test and inspect factory-assembled boilers, before shipping, according to the ASME Boiler and Pressure Vessel Code.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine roughing-in for concrete equipment bases, anchor-bolt sizes and locations, and piping and electrical connections to verify actual locations, sizes, and other conditions affecting performance of the Work.
  1. Final boiler locations indicated on Drawings are approximate. Determine exact locations before roughing-in for piping and electrical connections.
- B. Examine mechanical spaces for suitable conditions where boilers will be installed.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 BOILER INSTALLATION

- A. Install boilers level and plumb, according to manufacturer's written instructions and referenced standards.
- B. Equipment Mounting: Install boilers on cast-in-place concrete equipment base(s). Base shall be a 4-inch-thick concrete base, 4 inches larger on each side than base of unit. Dowel base to floor on 18-inch centers along perimeter of base. Cast anchor-bolt inserts through base into floor.
- C. Install gas-fired boilers according to NFPA 54, ANSI Z223.1.
- D. Assemble and install boiler trim.
- E. Install electrical devices and sensors furnished with boiler but not specified to be factory mounted.



- F. Install control wiring to field-mounted electrical devices.
- G. Protect boiler fireside and waterside from corrosion.
  - 1. Before boiler is filled with water, protect by dry storage method recommended by boiler manufacturer.
  - 2. After boiler is filled with water, and left not fired for more than 10 days, protect by wet storage method recommended by boiler manufacturer.
- H. Chemical Treatment: Quality of water in boilers shall be maintained by a professional water-treatment organization that shall provide on-site supervision to maintain the required water quality during periods of boiler storage as well as during operating, standby, and test conditions. Refer to Division 23 Section "HVAC Water Treatment" HVAC Water Treatment for Closed-Loop Hydronic Systems for additional requirements.

### 3.3 CONNECTIONS

- A. Piping installation requirements are specified in other Sections. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Connect gas piping to boiler gas-train inlet with union. Piping shall be at least full size of gas-train connection. Provide a reducer if required. Natural gas piping is specified in Division 22.
- C. Install piping adjacent to boiler to allow service and maintenance.
- D. Install piping from equipment drain connection to nearest floor drain. Piping shall be at least full size of connection. Provide an isolation valve if required.
- E. Connect hot-water piping to supply- and return-boiler tapings with shutoff valve and union or flange at each connection. Inlet connections shall be provided with a strainer.
- F. Install piping from safety relief valves to nearest floor drain.
- G. Boiler Venting and Combustion Air: Install flue venting system and combustion-air intake ductwork / piping. All aspects of the installation shall meet with the requirements and recommendations of the boiler manufacturer.
- H. Ground equipment according to Section 260526 "Grounding and Bonding for Electrical Systems."
- I. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- J. Controls Connections:
  - 1. Install control and electrical power wiring to field-mounted control devices.
  - 2. Connect control wiring between boilers and other equipment to interlock operation as required, to provide a complete and functioning system.
  - 3. Connect control wiring between boiler control interface and DDC control system for remote monitoring and control of boilers. Comply with requirements in Section 230900 "Instrumentation and Control for HVAC".

### 3.4 CLEANING

- A. Once all ASME code work is completed, Contractor shall do a boil-out of the boilers using any commercially available product for this purpose to remove mill oils, grease, foreign matter, etc. Compatibility of the proposed cleaning chemical shall be verified with the boiler manufacturer prior to use.
- B. The boil-out shall include "OVER-THE-TOP" wasting of water. A temporary 2" pipe shall be run from the relief valve tapping to a floor drain to assure that grease and oils are floated to the top and out of the unit. Minimum time for the procedure shall be three (3) hours of constant water discharge alternating between bottom and top blowdown. At least two (2) complete bottom blowdown and complete refills shall be done.
- C. After completing boiler installation, including outlet fittings and devices, inspect exposed finish. Remove burrs, dirt, and construction debris and repair damaged finishes including chips, scratches, and abrasions.

### 3.5 FIELD QUALITY CONTROL

- A. Installation Supervisory Field Service: Engage a factory-authorized service representative to supervise the field assembly of components and installation of boilers, including piping and electrical connections. Report results in writing.
  - 1. Perform installation checks according to manufacturer's written instructions.
  - 2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment. Boiler shall be commissioned by factory-authorized technician. Contact local representative for factory authorized technician information.
  - 3. Verify that installation is as indicated and specified.
  - 4. Verify that electrical wiring installation complies with manufacturer's submittal and installation requirements in Division 26 Sections. Do not proceed with boiler startup until wiring installation is acceptable to equipment installer.
  - 5. Leak Test: Hydrostatic test. Repair leaks and retest until no leaks exist.
- B. Start-Up Field Service: Manufacturer's representative shall supply a factory authorized service technician to start up the boilers.
  - 1. Documentation shall be provided to the Owner following completion of startup and commissioning services. Operate boilers as recommended or required by manufacturer.
  - 2. Start-up shall be performed only after complete boiler room operation is field verified to offer a substantial load, and complete system circulation.
  - 3. Complete manufacturer's startup checklist and verify the following:
    - a. Boiler is level on concrete base.
    - b. Flue is installed without visible damage.
    - c. No damage is visible to boiler jacket or combustion chamber.
    - d. Pressure-reducing valves are checked for correct operation and specified relief pressure. Adjust as required.
    - e. Clearances have been provided and piping is flanged for easy removal and servicing.
    - f. Heating circuit pipes have been connected to correct ports.
    - g. Labels are clearly visible.

- h. Boiler, burner, and flue are clean and free of construction debris.
    - i. Pressure and temperature gages are installed.
    - j. Control installations are completed.
  - 4. Ensure pumps operate properly.
  - 5. Check operation of gas pressure regulator device on gas train, including venting.
  - 6. Check that fluid-level, flow-switch, and high-temperature interlocks are in place.
  - 7. Start pumps and boilers, and adjust burners to maximum operating efficiency.
  - 8. Confirm proper fan motor rotation.
  - 9. Adjust air-fuel ratio.
  - 10. Fill out startup checklist and attach copy with Contractor Startup Report.
  - 11. Check and record performance of factory-provided boiler protection devices and firing sequences.
  - 12. Check and record performance of boiler fluid-level, flow-switch, and high-temperature interlocks.
- C. Combustion Testing: Perform the following tests for maximum and minimum firing rates for modulating burner. Provide analysis equipment required to determine performance. Adjust boiler combustion efficiency at maximum and minimum modulation rates. Perform combustion flue gas test at minimum and maximum modulation rate. Report results. Provide temporary equipment and system modifications necessary to dissipate the heat produced during tests if building systems are inadequate. Measure and record the following:
- 1. Combustion-air temperature at inlet to burner.
  - 2. Flue-gas temperature at boiler discharge.
  - 3. Flue-gas carbon dioxide, oxygen, and carbon monoxide concentration.
  - 4. Flue gas NO<sub>x</sub> emissions.
  - 5. Differential Pressure.
  - 6. Measure and record the water temperature rise through each boiler.
  - 7. Document test results in a report and submit to Architect.
- D. Repeat tests until results comply with requirements indicated.
- E. Boiler will be considered defective if it does not pass start up and combustion tests and inspections.
- F. Document test results in a report and submit to Architect.
- 3.6 FUNCTIONAL TESTING
- A. Scope and Involved Parties: After installation, cleaning, start-up, combustion testing, and water flow testing, adjusting, and balancing procedures have been satisfactorily completed, the boilers and associated hydronic pumping system shall be functionally tested.
- 1. All problems encountered during equipment installation, start-up, and water balancing shall be completed and debugged before functional testing may begin.
  - 2. The functional performance tests conducted shall demonstrate that each individual boiler and the system as a whole is operating according to the documented design intent, sequence of operations, and Contract Documents.

3. The (installing) Division 23 Contractor, representative from the boiler supplier or manufacturer, and the DDC System Sub-Contractor shall cooperate in the integration of the unit operation and the building control system during installation and functional testing.
- B. Functional Testing Procedures: The completed system shall be tested for correct functionality in all operating modes by the above parties. The functional testing shall consist of a test of the controllers, inputs, outputs, safeties, and all aspects of the sequences of operation. All operating modes shall be tested, including system start-up, shut-down, restart after power failure, and reset schedules. Proper staging of boilers and associated pumps or isolation valve (as appropriate) in response to system load changes and failure and alarm conditions (e.g. low flow, burner failure, etc.) shall also be tested. Also, part of the functional test will be verification of the operation of pumps, valves, valve actuators, and associated electrical components.
1. The DDC System Sub-Contractor shall:
    - a. Lead the functional testing effort as part of the DDC system commissioning specified in Division 23 Section "Instrumentation and Control for HVAC".
    - b. Devise the proposed test procedures in advance of the testing and distribute to involved parties.
    - c. Direct the efforts of the Division 23 Contractor and equipment supplier or manufacturer's representative during testing.
    - d. Compose and submit the functional testing report.
  2. The Division 23 (installing) Contractor shall:
    - a. Review the proposed tests for feasibility, safety, and equipment and warranty protection. Advise the DDC System Sub-Contractor of required modifications.
    - b. Provide technicians, instrumentation, and tools to facilitate the tests.
    - c. Operate the equipment and systems they have previously installed during the tests.
    - d. Assist in tests of equipment and systems with which their work interfaces.
    - e. Ensure that the manufacturer's representatives have made all project-specific adjustments and settings during equipment start-up to the factory controllers prior to the joint field-commissioning efforts.
  3. The boiler manufacturer or supplier representative shall:
    - a. Make all project-specific adjustments and settings during equipment start-up to the factory controllers prior to the joint field-commissioning efforts.
    - b. Provide a minimum of 8 hours of on-site factory technician time (time exclusive of travel to the site) to assist in functional testing, problem solving, and controls integration. This time shall be allocated as directed by the DDC System Sub-Contractor.
    - c. Refer to Division 23 Section "Instrumentation and Control for HVAC" for requirements regarding control integration responsibilities of the equipment manufacturer to the DDC System Contractor.
- C. Functional Testing Report: Report findings during functional testing. Identify testing procedures, problems encountered, corrective measures taken, and final results.

### 3.7 DEMONSTRATION AND TRAINING

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain boilers. Also refer to Division 01 Section "Demonstration and Training."
1. Operate boiler, including accessories and controls, to demonstrate compliance with requirements.
  2. Train Owner's maintenance personnel on procedures and schedules related to startup and shutdown, troubleshooting, servicing, and preventive maintenance.
  3. Review data in the maintenance manuals.
  4. Schedule training with Owner with at least 7 days' advance notice.

END OF SECTION 235216

SECTION 236427 - AIR-COOLED ROTARY-SCREW WATER CHILLERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

1. Factory-packaged, air-cooled water chillers using rotary screw compressors for exterior installation.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1. Include refrigerant, rated capacities, operating characteristics, furnished specialties, and accessories.
2. Thermal performance at AHRI 550/590 standard conditions and at conditions scheduled on the Drawings.
  - a. Site Altitude: Chiller shall be suitable for altitude in which installed without affecting performance indicated. Make adjustments to affected chiller components to account for site altitude.
3. Acoustical performance (per AHRI 370) at the design conditions scheduled on the Drawings, and at 75,50, and 25 percent loading, with proportional reductions in ambient air temperature, down to as low as 55 deg F for the 25% load condition.
4. Thermal performance at AHRI 550/590 standard unloading conditions.
5. Minimum evaporator flow rate.
6. Minimum operating tonnage.
7. Performance characteristics of the free cooling coil.
8. Refrigerant capacity of chiller.
9. Oil capacity of chiller.
10. Fluid capacity of evaporator.
11. Characteristics of safety relief valves.
12. Minimum entering condenser-air temperature.
13. Maximum entering condenser-air temperature.
14. Thermal performance at varying capacities with constant-design, entering condenser-air temperature. Repeat performance at varying capacities for different entering condenser-air temperatures from design to minimum in 10 deg F (6 deg C) increments.

B. Shop Drawings:

1. Include plans, elevations, sections, and attachment details.
2. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
3. Include diagrams for power, signal, and control wiring.
4. Structural Steel Supports: Fabrication drawings showing structural steel members and methods of fabrication required for support of unit.

1.4 INFORMATIONAL SUBMITTALS

A. Installation Instructions.

B. Coordination Drawings: Floor plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:

1. Structural supports.
2. Piping roughing-in requirements.
3. Wiring roughing-in requirements, including spaces reserved for electrical equipment.
4. Access requirements, including working clearances for mechanical controls and electrical equipment, and tube pull and service clearances.

C. Certificates: For certification required in "Quality Assurance" Article.

D. Seismic Qualification Data: Certificates, for chillers, accessories, and components, from manufacturer.

1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
4. Seismic Performance: Chillers shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.

- a. The term "withstand" means "the unit will remain in place without separation of any parts when subjected to the seismic forces specified and the unit will be fully operational after the seismic event."

E. Source quality-control reports.

F. Field Test Reports: This shall include both startup test reports and functional test reports. Indicate and interpret test results for compliance with performance requirements. Submit completed manufacturer's startup checklists.

G. Sample Warranty: For special warranty.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For each chiller to include in emergency, operation, and maintenance manuals.
- B. Warranties: Special warranties specified in this Section.
- C. Spare Parts List: Recommended spare parts list with quantity for each.

1.6 QUALITY ASSURANCE

- A. AHRI Certification: Certify chiller according to AHRI 590 certification program(s).
- B. AHRI Rating:
  - 1. Rate chiller thermal performance according to requirements in AHRI 550/590.
  - 2. Rate chiller sound levels in accordance with AHRI 370.
- C. ASHRAE Compliance:
  - 1. ASHRAE 15 for safety code for mechanical refrigeration.
  - 2. ASHRAE 147 for refrigerant leaks, recovery, and handling and storage requirements.
- D. ASHRAE/IES Compliance: Applicable requirements in ASHRAE/IES 90.1.
- E. ASME Compliance: Fabricate and label chiller to comply with ASME Boiler and Pressure Vessel Code: Section VIII, Division 1, and include an ASME U-stamp and nameplate certifying compliance.
- F. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction.
- G. Comply with requirements of UL and include label by a qualified testing agency showing compliance.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Ship each chiller with a full charge of refrigerant. Charge each chiller with nitrogen if refrigerant is shipped in containers separate from chiller.
- B. Ship each oil-lubricated chiller with a full charge of oil.
  - 1. Ship oil factory installed in chiller or in containers separate from chiller.
- C. Package chiller for export shipping in totally enclosed crate and bagging.
- D. Store chillers to prevent damage and protect from dirt, fumes, water, and construction debris.



- E. Handle chillers according to manufacturer's written rigging and installation instructions for unloading, transporting, and setting in final location.
- F. Fit nozzles and open ends with plastic enclosures.

## 1.8 WARRANTY

- A. General Warranty: Special warranty specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Special Warranty: Manufacturer agrees to repair or replace components of chillers that fail in materials or workmanship within specified warranty period.
  - 1. Extended warranties include, but are not limited to, the following:
    - a. Complete compressor and drive assembly including refrigerant and oil charge.
    - b. Parts and labor.
    - c. Loss of refrigerant charge for any reason.
  - 2. Warranty Period: Three (3) years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 BIDDING REQUIREMENTS AND ACCEPTABLE MANUFACTURERS

- A. The Bidding Contractor and Chiller Manufacturer Representatives shall verify during the bidding process, that the chiller being proposed for use as the basis for the Contractor's bid price meets and accommodates all of the performance and operating parameters and system configuration requirements of these Specifications, in addition to those indicated and scheduled on the Drawings.
- B. In the event that the Contractor's proposed alternate does not meet all of the project requirements, a reasonable accommodation to the system design to compensate for the reduced performance ability of the Contractor's proposed alternate may be possible, however the Contractor assumes any and all risk associated with the possibility that the design may not be able to be modified to the satisfaction of the Architect and Engineer. The Architect and Engineer are the sole determiners of acceptability. However, the Contractor may submit, for pre-approval, requests for information related to the acceptability of design modifications associated with the Contractor's proposed alternate. Such questions will only be accepted 10 days prior to the bid-due date, or earlier. The Contractor shall bear any and all risks associated with his non-timely requests for information during the bidding period, or the lack of completeness or clarity in the information provided with that request.

- C. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Carrier Corp. – Basis of Design
2. Daikin Applied
3. Johnson Controls Inc. / York
4. Trane; a Div. of Ingersoll Rand

NOTE: All chillers other than those indicated to be the '*Basis of Design*' shall be considered 'alternate chillers' for purposes of this specification, including the paragraph below.

- D. It is the full burden of the Contractor to include in his bid the costs associated with making all required modifications to the design and installation, at no additional cost beyond that accounted for in the bid price, in order to accommodate the specific installation requirements of the alternate chiller, including those affecting the work of other Divisions. The design modifications shall meet with the approval of the Architect and Engineer. The Architect and Engineer are the sole determiners of acceptability.

- E. Bid Compliance Report:

1. The Owner, Architect, and Engineer reserve the right to request a report from the Alternate chillers listed above to determine the Alternate chiller's compliance with the project requirements and these specifications. Failure to submit this compliance report within three (3) working days of the request shall mean that the Contractor's bid for the alternate chiller will be rejected.
2. This report shall indicate for each section and subparagraph of This Section whether the alternate chiller meets the criteria of the specification. The following format must be utilized when completing the compliance report:
  - a. Comply – without exception.
  - b. Exception – meet the functional intent. For each paragraph, the contractor shall identify all differences in materials and/or specific functions stated in the given paragraph and provide a description of what is excluded or how they intend to meet the function specified.
  - c. Does Not Comply – cannot meet they specified function and will not provide.
3. The Contractor shall also furnish the following information as part of the compliance report.
  - a. A list of all items in which the Alternate chiller substantially exceeds the specifications. Articulate the benefit to the owner (when compared to the specified feature) for each of the items listed.
  - b. Any required alterations to the design indicated on the Contract Drawings shall be identified.
  - c. Product data submittal for the Alternate chiller.
  - d. A schedule of data for the Alternate chiller matching the scope addressed by the Chiller Schedule on the Contract Drawings.
  - e. Current factory lead-time.
  - f. A list of three installations within 200 miles of the project site of the Alternate chiller with similar capacity and features. Submit name of Owner, address, contact person, phone number, email address, product model number, and year installed. None of the installations shall be newer than 1 year, nor older than 10 years.

## 2.2 PACKAGED, AIR-COOLED ROTARY SCREW WATER CHILLERS

- A. Description: Factory-assembled and run-tested chiller complete with base and frame, condenser casing, compressors, compressor motors and motor controllers, evaporator, condenser coils, condenser fans and motors, electrical power, controls, and accessories.
- B. Seismic Resistance: Fabricate base, frame, and attachment to chiller components strong enough to resist chiller movement during a seismic event when chiller base is anchored to field support structure.
- C. Cabinet:
  - 1. Base: Galvanized-steel base extending the perimeter of chiller. Secure frame, compressors, and evaporator to base to provide a single-piece unit.
  - 2. Frame: Rigid galvanized-steel frame secured to base and designed to support cabinet, condenser, control panel, and other chiller components not directly supported by base.
  - 3. Casing: Galvanized steel.
  - 4. Finish: Coat base, frame, and casing with a corrosion-resistant paint or powder coat.
  - 5. Security Package: Provide removable grilles or louvered panels with fasteners for additional protection of compressors, evaporator, and condenser coils without inhibiting service access. Finish to match cabinet.
- D. Sound-Reduction Package: Factory-installed and designed to reduce sound level without affecting performance. Provide all acoustical treatments required to meet the maximum permitted sound pressure levels in each octave band scheduled on the Drawings. The sound reduction package shall consist of no less than the following:
  - a. Acoustic enclosure or blankets around compressors.
  - b. Reduced-speed fans with acoustic treatment and variable speed controls.
- E. Compressors:
  - 1. Description: Positive displacement, hermetically sealed.
  - 2. Casing: Cast iron, precision machined for minimum clearance about periphery of rotors.
  - 3. Rotors: Manufacturer's standard one- or two-rotor design.
  - 4. Each compressor provided with suction and discharge shutoff valves, crankcase oil heater, and suction strainer.
- F. Service: Easily accessible for inspection and service.
- G. Capacity Control: On-off compressor cycling and modulating slide-valve assembly to achieve performance indicated.
  - 1. Maintain stable operation throughout range of operation. Configure to achieve most energy-efficient operation possible.
  - 2. Operating Range: From 100 to 20 percent of design capacity.
    - a. Application of factory installed hot gas bypass shall NOT be acceptable as required to Meet specified minimum load.

3. Condenser-Air Unloading Requirements over Operating Range: Drop-in, entering condenser-air temperature of 5 deg F (3 deg C) drop for each 10 percent in capacity reduction.
  4. For units equipped with a variable-frequency controller, capacity control shall be both "valveless" and "stepless," requiring no slide valve or capacity-control valve(s) to operate at reduced capacity.
- H. Outdoor Ambient Temperature Tolerance Range: Construct the chiller to tolerate operation in an outdoor air temperature range from: -10 deg F. to 105 deg. F. Provide low ambient controls and accessories and a high ambient package as required to accommodate this range. De-rating below the scheduled capacity and efficiency is acceptable at the high ambient temperature.
1. The outdoor ambient temperature for rating the unit capacity and efficiency shall be 95 deg. F.
- I. Chilled Water Supply Temperature Range: 40 deg F. to 60 deg F.
- J. Oil Lubrication System: Consisting of pump if required, filtration, heater, cooler, factory-wired power connection, and controls.
1. Provide lubrication to bearings, gears, and other rotating surfaces at all operating, startup, shutdown, and standby conditions including power failure.
  2. Thermostatically controlled oil heater properly sized to remove refrigerant from oil.
  3. Factory-installed and pressure-tested piping with isolation valves and accessories.
  4. Oil compatible with refrigerant and chiller components.
  5. Positive visual indication of oil level.
- K. Vibration Control:
1. Vibration Balance: Balance chiller compressors and drive assemblies to provide a precision balance that is free of noticeable vibration over the entire operating range.
    - a. Overspeed Test: 25 percent above design operating speed.
  2. Isolation: Mount individual compressors on vibration isolators.
- L. Compressor Motors:
1. Hermetically sealed and cooled by refrigerant suction gas.
  2. High-torque, induction type with inherent thermal-overload protection on each phase.
- M. Compressor Motor Controllers: Provide one of the following for each compressor motor:
1. Across the Line: NEMA ICS 2, Class A, full voltage, non-reversing.
  2. Star-Delta, Reduced-Voltage Controller: NEMA ICS 2, closed transition.
  3. Solid-state controller.
  4. Variable-Frequency Controller:
    - a. Motor controller shall be factory mounted and wired on the chiller to provide a single-point, field-power termination to the chiller and its auxiliaries.

- b. Description: NEMA ICS 2; listed and labeled as a complete unit and arranged to provide variable speed by adjusting output voltage and frequency.
- c. Enclosure: Unit mounted, NEMA 250, Type 3R, with hinged full-front access door with lock and key.
- d. Integral Disconnecting Means: Door-interlocked, UL 489, instantaneous-trip circuit breaker with lockable handle.
- e. Technology: Pulse-width-modulated output suitable for constant or variable torque loads.
- f. Motor current at start shall not exceed the rated load amperes, providing no electrical inrush.

**N. Refrigerant Circuits:**

- 1. Quantity: One per compressor.
- 2. Refrigerant Type: [R-134A][R-410A].
- 3. Refrigerant Compatibility: Chiller parts exposed to refrigerants shall be fully compatible with refrigerants, and pressure components shall be rated for refrigerant pressures.
- 4. Refrigerant Circuit: Each shall include a thermal- or electronic-expansion valve, refrigerant charging connections, a hot-gas muffler, compressor suction and discharge shutoff valves, a liquid-line shutoff valve, a replaceable-core filter-dryer, a sight glass with moisture indicator, a liquid-line solenoid valve, and an insulated suction line.
- 5. Pressure Relief Device:
  - a. Comply with requirements in ASHRAE 15 and in applicable portions of ASME Boiler and Pressure Vessel Code: Section VIII, Division 1.
  - b. ASME-rated, spring-loaded pressure relief valve; single- or multiple-seating type.

**Q. Evaporator:**

- 1. Description: Shell-and-tube design of the flooded type with chilled water flowing through tubes and refrigerant flowing around tubes within the shell.
- 2. Code Compliance: Tested and stamped according to ASME Boiler and Pressure Vessel Code: Section VIII, Division 1.
- 3. Shell Material: Carbon steel.
- 4. Shell Heads: Removable carbon-steel heads located at each end of the tube bundle.
- 5. Fluid Nozzles: Terminated with flanged[ or grooved mechanical-coupling] end connections for connection to field piping.
- 6. Tube Construction: Individually replaceable copper tubes with enhanced fin design, expanded into tube sheets.
- 7. Heater: Factory-installed and -wired electric heater with integral controls designed to protect the evaporator to minus 20 deg F (minus 29 deg C).

**P. Air-Cooled Condenser:**

- 1. All-aluminum microchannel type heat exchanger with integral sub-cooling on each circuit, rated at 450 psig (3103 kPA). Flat aluminum tubes shall be brazed to aluminum fins as one piece.
- 2. Hail Protection: Provide condenser coils with louvers, baffles, or hoods to protect against hail damage.

3. Fans: Direct-drive propeller type with statically and dynamically balanced fan blades, arranged for vertical air discharge.
  4. Fan Motors: Totally enclosed non-ventilating or totally enclosed air over enclosure, with permanently lubricated bearings. Equip each motor with overload protection integral to either the motor or chiller controls.
  5. Fan Guards: Steel safety guards with corrosion-resistant coating.
- Q. Free Cooling Coil and Accessories: Integrated free cooling economizer coils with a working pressure rating of no less than 150 psig. The free cooling coils shall reject heat directly to the atmosphere when ambient temperature permits, reducing mechanical cooling requirement and saving energy. The free cooling economizer coils shall be of a round copper tube, aluminum plate fin design. Coils shall be maximum two-row depth for cleanability. The coils shall be factory piped to the evaporator, providing simple single-point inlet and outlet connections to the chiller. A pair of factory mounted, unit powered and controlled butterfly valves shall divert liquid to the economizer when ambient is suitable for free cooling. The free cooling coils shall be bypassed during high ambient to avoid unnecessary pressure drop and reduce pump energy. The unit control package shall have full automation over the free cooling cycle, and shall base the use of the free cooling mode on the difference in temperature between the entering water and ambient air. All piping to and from the coils shall be internal to the unit frame.
- R. Electrical Power:
1. Factory-installed and -wired switches, motor controllers, transformers, and other electrical devices necessary shall provide a single-point, field-power connection to chiller.
  2. House in a unit-mounted, NEMA 250, Type 3R enclosure with hinged access door with lock and key or padlock and key.
  3. Wiring shall be numbered and color-coded to match wiring diagram.
  4. Install factory wiring outside of an enclosure in a raceway.
  5. Field-power interface shall be to NEMA KS 1, heavy-duty, nonfused disconnect switch.
    - a. Disconnect means shall be interlocked with door operation.
    - b. Minimum withstand rating shall be as required by electrical power distribution system, but not less than 42,000 A.
  6. Provide branch power circuit to each motor and to controls with one of the following disconnecting means:
    - a. NEMA KS 1, heavy-duty, fusible switch with rejection-type fuse clips rated for fuses. Select and size fuses to provide Type 2 protection according to IEC 60947-4-1.
    - b. UL 489, motor-circuit protector (circuit breaker) with field-adjustable, short-circuit-trip set point.
  7. Provide each motor with overcurrent protection.
  8. Overload relay sized according to UL 1995 or an integral component of chiller control microprocessor.
  9. Phase-Failure and Under-voltage Relays: Solid-state sensing with adjustable settings.
  10. Control Transformer: Unit-mounted transformer with primary and secondary fuses and sized with enough capacity to operate electrical load plus spare capacity.
    - a. Power unit-mounted controls.
    - b. Power unit-mounted, ground fault interrupt duplex receptacle.

11. Control Relays: Auxiliary and adjustable time-delay relays.
  12. For chiller electrical power supply, indicate the following:
    - a. Current and phase to phase for all three phases.
    - b. Voltage, phase to phase, and phase to neutral for all three phases.
    - c. Three-phase real power (kilowatts).
    - d. Three-phase reactive power (kilovolt amperes reactive).
    - e. Power factor.
    - f. Running log of total power versus time (kilowatt-hours).
    - g. Fault log, with time and date of each.
- S. Controls: Control package shall be factory mounted and tested, with the following minimum features:
1. Standalone and microprocessor based.
  2. Enclosure: Share enclosure with electrical power devices or provide a separate enclosure.
  3. Operator Interface: Multiple-character digital or graphic display with dynamic update of information and with keypad or touch-sensitive display located on front of control enclosure. In either imperial or metric units, display the following information:
    - a. Date and time.
    - b. Operating or alarm status.
    - c. Operating hours.
    - d. Outdoor-air temperature if required for chilled-water reset.
    - e. Temperature and pressure of operating set points.
    - f. Entering and leaving temperatures of chilled water.
    - g. Refrigerant pressures in evaporator and condenser.
    - h. Saturation temperature in evaporator and condenser.
    - i. No cooling load condition.
    - j. Elapsed time meter (compressor run status).
    - k. Pump status.
    - l. Anti-recycling timer status.
    - m. Percent of maximum motor amperage.
    - n. Current-limit set point.
    - o. Number of compressor starts.
  4. Control Functions:
    - a. Manual or automatic startup and shutdown time schedule.
    - b. Entering and leaving chilled-water temperatures, control set points, and motor load limits. Chilled-water leaving temperature shall be reset based on any one of the following selectable parameters:
      - 1) Return-water temperature.
      - 2) Outdoor-air temperature.
    - c. Current limit and demand limit.
    - d. External chiller emergency stop.
    - e. Anti-recycling timer.
    - f. Automatic lead-lag switching.
    - g. Variable evaporator flow.

5. Manually Reset Safety Controls: The following conditions shall shut down chiller and require manual reset:
  - a. Low evaporator pressure or high condenser pressure.
  - b. Low chilled-water temperature.
  - c. Refrigerant high pressure.
  - d. High or low oil pressure.
  - e. High oil temperature.
  - f. Loss of chilled-water flow.
  - g. Control device failure.
6. Trending: Capability to trend analog data of up to five parameters simultaneously over an adjustable period and frequency of polling.
7. Security Access: Provide electronic security access to controls through identification and password with at least three levels of access: view only; view and operate; and view, operate, and service.
8. Control Authority: At least four conditions: Off, local manual control at chiller, local automatic control at chiller, and automatic control through a remote source.
9. Interface with DDC System for HVAC: Factory-installed hardware and software to enable the DDC system for HVAC to monitor, control, and display chiller status and alarms.
  - a. Hardwired Points: Achieve the following through hard wired interface to the DDC system. A serial / gateway communications interface shall not substitute for these hardwired points.
    - 1) Monitoring:
      - a) On-off status
      - b) Common trouble alarm
      - c) Electrical power demand (kilowatts)
      - d) Electrical power consumption (kilowatt-hours).
    - 2) Control:
      - a) Chiller enable / disable.
      - b) Chilled-water discharge temperature set-point adjustment
      - c) Electrical power demand limit.
  - b. Building Automation System Interface: Factory installed hardware and software to enable building DDC system to control the system, adjust schedules and setpoints, and to display component status and alarms, including all those listed above.
    - 1) Provide a communication interface with building DDC system to enable building DDC system operator to remotely control and monitor the units from an operator workstation / web server. All control features that are available and displayed locally at unit control panel and human interface panel on the units shall be available to the building DDC system.
    - 2) Coordinate with the DDC system supplier / sub-contractor on which specific gateway / protocol shall be provided (BACnet or Lonworks or Modbus.). Coordinate during the bidding period with the specified DDC system sub-contractor(s) / supplier(s).



**T. Insulation:**

1. Material: Closed-cell, flexible elastomeric, thermal insulation complying with ASTM C 534, Type I for tubular materials and Type II for sheet materials.
2. Thickness: 3/4 inch (19 mm).
3. Factory-applied insulation over all cold surfaces of chiller components.
  - a. Adhesive: As recommended by insulation manufacturer and applied to 100 percent of insulation contact surface. Seal seams and joints.
4. Apply protective coating to exposed surfaces of insulation to protect insulation from weather and UV.

**U. Accessories:**

1. Factory-furnished, chilled-water flow switches for field installation.
2. Individual compressor suction and discharge pressure gages with shutoff valves for each refrigerant circuit.
3. Factory-furnished 1" static deflection, restrained spring type isolators for field installation. Isolators shall be hot dipped galvanized or epoxy paint coated.

**2.3 SOURCE QUALITY CONTROL**

- A. Perform functional tests of chillers before shipping.
- B. Factory run test each air-cooled chiller with water flowing through evaporator.
- C. Factory test and inspect evaporator and condenser according to ASME Boiler and Pressure Vessel Code: Section VIII, Division 1.
- D. Rate sound power level according to AHRI 370.

**PART 3 - EXECUTION**

**3.1 EXAMINATION**

- A. Examine chillers before installation. Reject chillers that are damaged.
- B. Examine roughing-in for equipment support, anchor-bolt sizes and locations, piping, and electrical connections to verify actual locations, sizes, and other conditions affecting chiller performance, maintenance, and operations before equipment installation.
  1. Final chiller locations indicated on Drawings are approximate. Determine exact locations before roughing-in for piping and electrical connections.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 CHILLER INSTALLATION

- A. Coordinate sizes, locations, and anchoring attachments of structural-steel support structures.
- B. Comply with requirements for vibration isolation and seismic control devices specified in Division 23 Section "Vibration and Seismic Controls for HVAC."
- C. Maintain manufacturer's recommended clearances for service and maintenance.
- D. Insulate suction lines and other surfaces where condensation might occur where not factory insulated.
- E. Charge chiller with refrigerant and fill with oil if not factory installed.
- F. Install separate devices furnished by manufacturer and not factory installed.

### 3.3 CONNECTIONS

- A. Comply with requirements for piping specified in Section 232113 "Hydronic Piping". Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Install piping adjacent to chiller to allow service and maintenance.
- C. Evaporator Fluid Connections: Connect to evaporator inlet with shutoff valve, strainer, flexible connector, thermometer, and plugged tee with pressure gage. Connect to evaporator outlet with shutoff valve, balancing valve, flexible connector, flow switch, thermometer, plugged tee with shutoff valve and pressure gage, and drain connection with valve. Make connections to chiller with a flange.
- D. Connect each chiller drain connection with a union and drain pipe, and extend pipe, full size of connection, to floor drain. Provide a shutoff valve at each connection.
- E. Electrical: Power wiring to the unit and final connection will be provided under Division 26. Coordinate all wiring requirements between trades.
- F. Connect control wiring between chillers and other equipment as required to provide a complete and functioning system.

### 3.4 CLEANING

- A. After completing installation, including outlet fittings and devices, inspect unit components. Remove paint splatters and other spots, dirt, and debris. Repair damaged finish to match original finish. Verify cleanliness of the condenser coils and fans.

### 3.5 FIELD QUALITY CONTROL AND STARTUP SERVICE

- A. Verify that installation complies with the Contract Documents.

- B. Engage a factory-authorized service representative to inspect the chiller installation, including piping and electrical connections, and to perform startup service. Report results in writing to the Architect.
1. Check for physical damage to the unit.
  2. Check that the unit is installed level.
  3. Check for clearances have been maintained and piping is installed for easy removal for service and tube cleaning.
  4. Check that chilled water pipes have been connected to correct ports.
  5. Check that labels and safety instructions are clearly visible.
  6. Check that shipping skids, blocks, and straps are removed.
  7. Complete installation and startup checks according to manufacturer's written instructions.
  8. Verify that refrigerant charge is sufficient and chiller has been leak tested.
  9. Verify that pumps are installed and functional.
  10. Verify that thermometers and gages are installed.
  11. Operate chiller for run-in period.
  12. Check bearing lubrication and oil levels.
  13. Verify proper motor rotation.
  14. Verify static deflection of vibration isolators, including deflection during chiller startup and shutdown.
  15. Verify and record performance of fluid flow and low-temperature interlocks for evaporator.
  16. Verify and record performance of chiller protection devices.
  17. Test and adjust controls and safeties. Replace damaged or malfunctioning controls and equipment.
- C. Inspect field-assembled components, equipment installation, and piping and electrical connections for proper assembly, installation, and connection.
- D. Prepare test and inspection startup reports.

### 3.6 FUNCTIONAL TESTING

- A. Scope and Involved Parties: After installation, cleaning, start-up, and water flow testing, adjusting, and balancing procedures have been satisfactorily completed, the chillers and associated hydronic pumping system shall be functionally tested.
1. All problems encountered during equipment installation, start-up, and water balancing shall be completed and debugged before functional testing may begin.
  2. The functional performance tests conducted shall demonstrate that each individual chiller and the system as a whole is operating according to the documented design intent, sequence of operations, and Contract Documents.
  3. The (installing) Division 23 Contractor, representative from the chiller supplier or manufacturer, and the DDC System Sub-Contractor shall cooperate in the integration of the unit operation and the building control system during installation and functional testing.
- B. Functional Testing Procedures: The completed system shall be tested for correct functionality in all operating modes by the above parties. The functional testing shall consist of a test of the controllers, inputs, outputs, safeties, and all aspects of the sequences of operation. All operating modes shall be tested, including system start-up, shut-down, restart after power failure, and reset schedules. Proper control and staging of chiller(s) and associated pumps or isolation valve (as appropriate) in response to system load changes and failure and alarm conditions (e.g. low flow,

etc.) shall also be tested. Also, part of the functional test will be verification of the operation of pumps, valves, valve actuators, and associated electrical components.

1. The DDC System Sub-Contractor shall:
    - a. Lead the functional testing effort as part of the DDC system commissioning specified in Division 23 Section "Instrumentation and Control for HVAC".
    - b. Devise the proposed test procedures in advance of the testing and distribute to involved parties.
    - c. Direct the efforts of the Division 23 Contractor and equipment supplier or manufacturer's representative during testing.
    - d. Compose and submit the functional testing report.
  2. The Division 23 (Installing) Contractor shall:
    - a. Review the proposed tests for feasibility, safety, and equipment and warranty protection. Advise the DDC System Sub-Contractor of required modifications.
    - b. Provide technicians, instrumentation, and tools to facilitate the tests.
    - c. Operate the equipment and systems they have previously installed during the tests.
    - d. Assist in tests of equipment and systems with which their work interfaces.
    - e. Ensure that the manufacturer's representatives have made all project-specific adjustments and settings during equipment start-up to the factory controllers prior to the joint field-commissioning efforts.
  3. The chiller manufacturer or supplier representative shall:
    - a. Make all project-specific adjustments and settings during equipment start-up to the factory controllers prior to the joint field-commissioning efforts.
    - b. Provide a minimum of 8 hours of on-site factory technician time (time exclusive of travel to the site) to assist in functional testing, problem solving, and controls integration. This time shall be allocated as directed by the DDC System Sub-Contractor.
    - c. Refer to Division 23 Section "Instrumentation and Control for HVAC" for requirements regarding control integration responsibilities of the equipment manufacturer to the DDC System Contractor.
- C. Functional Testing Report: Report findings during functional testing. Identify testing procedures, problems encountered, corrective measures taken, and final results.

### 3.7 TRAINING AND DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain chillers.
  1. Train maintenance personnel on procedures and schedules for starting up and shutting down, troubleshooting, servicing, and maintaining chillers.
  2. Review data in maintenance manuals.
  3. Schedule training with the Owner, through the Architect, with at least seven days' advance notice.

END OF SECTION 236427

SECTION 26 0500 – COMMON WORK RESULTS FOR ELECTRICAL

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes the following:
  - 1. General administrative and procedural requirements.
  - 2. Cutting and patching for electrical construction.
  - 3. Touch-up Painting.
  - 4. Joint Sealers.

**1.3 GENERAL STIPULATIONS**

- A. The contractor shall procure all necessary permits to carry out their work. They shall also arrange for all tests required on any and all parts of their work by local authorities, paying all regular and proper chargers for same. They shall also obtain all certificates of inspection and approval from all required authorities and the Underwriters. Underwriters' certificates in duplicate shall be furnished to the owner at the completion of the project. Also, the contractor shall furnish two copies of each intermediate Underwriters' inspection report to the Engineer and the owner. All fees and permits required shall be satisfied and obtained by the contractor and the cost shall be included in the contract price.
- B. When the installation is reported in writing by the Contractor to be complete and ready for acceptance, tests and inspection shall be made by the Contractor in the presence of representatives of the Engineer to ascertain whether it complies with the specifications and Contract, and upon its failure to do so, the Contractor shall at once remedy all defects and shortcomings, and any additional tests that may be required shall be entirely at the Contractor's expense.
- C. The Contractor shall have a managerial representative at each and every regularly scheduled job conference to receive the items that are furnished by others, to inventory them and coordinate his work with the other trades.
- D. This Contractor shall be entirely responsible for all apparatus, equipment, and appurtenances furnished under this Contract in connection with the work, and special care shall be taken to protect all parts thereof in such a manner as may be necessary or as may be directed. Protection shall include covers, crating, sheds, or other means to prevent dirt, grit, plaster, or other foreign substances from entering the working parts of machinery or equipment. Special care shall be taken to keep all open ends of conduit and other equipment closed while in storage and during the course of installation. Where equipment must be stored outside the building, it shall be totally covered and secured with heavy waterproof tarps and kept dry at all times. Where equipment has been subjected to moisture, it shall be suitably dried out before placed in service. All apparatus, equipment, conduit and other appurtenances shall be stored in areas designated by the Engineer.

1.4 DEFINITIONS

- A. **Approved Equal:** The term "approved equal", "approved", "equal", "equivalent", etc. shall mean equal in all respects in the opinion of the Engineer.
- B. **As Required:** The term "as required" refers to making final connections to and/or coordinating with the appropriate authorities regarding the installation of the indicated equipment.
- C. **Contractor:** The term "Contractor", "this Contractor" or "Electrical Contractor" when used in the Contract Documents refers to the Contractor responsible for all work specified in Division 26 and as indicated on the Electrical Drawings.
- D. **Directed:** Terms such as "directed," "requested," "authorized," "selected," and "permitted" when used separately without referencing any authority, shall mean directed by the Engineer, requested by the Engineer, and similar phrases.
- E. **Disconnect:** Disconnect electrical service to indicated items. Associated conduit and wire shall be disconnected and removed, complete, back to its source. Where electrical equipment (i.e. generator) is connected to radiator, fuel, and exhaust piping, intake and exhaust ductwork, etc., this Contractor shall disconnect and remove all associated appurtenances, complete, back to their source unless noted otherwise.
- F. **Existing to Remain:** Protect construction and/or indicated items to remain against damage and soiling during selective demolition. When permitted by the Engineer, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.
- G. **Finished/Unfinished Space:** The term "finished space" shall mean areas where drywall is hung and installed with wall coverings and/or painted, floors are polished or coverings are installed on the floor, and the ceiling is plaster/gypsum board and/or suspended A.C.T. The term "unfinished space" refers to any area that does not meet the definition for a "finished space" as specified above. Mechanical rooms, electrical rooms, garages, etc. are typically considered "unfinished spaces".
- H. **Furnish:** The term "furnish" when used separately, shall mean to supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations by others.
- I. **Indicated:** The term "indicated", "shown," "noted," "scheduled," and "specified" refers to graphic representations, notes, or schedules on the Drawings; or to other paragraphs or schedules in the Specifications and similar requirements in the Contract Documents.
- J. **Install:** The term "install" when used separately, shall mean to mount in place, connect and make operable. Installation operations at the Project site shall include, but not be limited to, the actual unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- K. **Provide:** The term "provide" when used in these specifications, shall mean to furnish and install, complete and ready for the intended use. See above definitions for additional requirements.
- L. **Regulations:** The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- M. **Reinstall:** Remove items indicated; clean, service, and otherwise prepare them for reuse; store and protect against damage. Reinstall items in the same locations or in locations indicated.

- N. Remove: Remove and legally dispose of items except those indicated to be reinstalled or salvaged or to remain the Owner's property as directed.
- O. Salvage (Turn Over to Owner): Items indicated to be salvaged remain the Owner's property. Remove, clean, and pack or crate items to protect against damage. Identify contents of containers and deliver to Owner's designated storage area.
- P. Subcontractor: The term "Subcontractor" when used in these Contract Documents refers to an experienced installer (i.e. manufacturer, vendor, etc.) whom has successfully completed a minimum of five (5) previous projects similar in size and scope to this Project; being familiar with the special requirements indicated; and having complied with requirements of authorities having jurisdiction. Any reference to, or letting of work contained in these Contract Documents to any Subcontractor does not relieve this Contractor of his/her responsibility for all work, material and equipment indicated in these Contract Documents.
- Q. Work: The term "work" refers to all labor and materials provided by the Contractor and/or Subcontractor to make a complete and operable system.

#### 1.5 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract and as indicated below.
  - 1. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
  - 2. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information:
    - a. Manufacturer's printed recommendations.
    - b. Compliance with trade association standards.
    - c. Compliance with recognized testing agency standards.
    - d. Application of testing agency labels and seals.
    - e. Notation of dimensions verified by field measurement.
    - f. Notation of coordination requirements.
  - 3. Do not submit Product Data on the following items and/or systems until compliance with requirements of the Contract Documents has been confirmed. See "Substitutions" article specified elsewhere in Part 1 for the Compliance Report requirements
- B. All drawings, etc., submitted for approval shall be marked with the name of the project and shall bear the stamp of approval of the Contractor as evidence that the material has been checked by the Contractor. Any drawings, etc., submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmission.
- C. Additional copies may be required by individual sections of these Specifications.



- D. None of the items throughout the electrical specifications which require a submission and/or review, shall be installed in the work or orders placed for same until final review has been given by the Engineer.
- E. Submit product data for the following products:
  - 1. Joint Sealers.
- F. Selective Demolition
  - 1. Include coordination for shut off of electrical service, and details for dust and noise control.
    - a. Coordinate sequencing with construction phasing and Owner occupancy as directed.
  - 2. Inventory of items removed and salvaged by the Contractor for the Owner for inclusion in the Operation and Maintenance Manuals.
  - 3. Photographs or videotape, sufficiently detailed, of existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by selective demolition operations.
  - 4. Record drawings at Project closeout according to Division 1 Section "Contract Closeout."
    - a. Identify and accurately locate capped utilities and other subsurface structural, electrical, or mechanical conditions.

#### 1.6 SUBSTITUTIONS

- A. General: In order to establish standards of quality and performance, all types of materials listed hereinafter by manufacturer's names and/or manufacturer's catalog number shall be provided as specified. If this Contractor desires to substitute an item, he/she shall comply with the following administrative and procedural requirements which are included in this Section to expand the requirements as defined by Part 1 paragraph "Related Documents".
- B. Substitutions will be permitted only on products specified with the phrase "or approved equal", "or as approved", "or equal", "or equivalent", etc. and the burden shall be upon the bidder to prove such equality. If the Contractor elects to prove such equality, he/she must request the Engineer's approval in writing to substitute such item for the specified item, and shall submit supporting data, and samples if required, to permit a fair evaluation of the proposed substitution with respect to quality, serviceability and warranty.
- C. When the phrase "or approved equal", "or as approved", "or equal", "or equivalent", etc. appears and the Contractor desires to furnish equipment of a manufacturer other than that specified or intended, he/she shall include a complete specification of the substituted item, along with each submission copy of shop drawings, indicating the necessary modifications to the substituted product to satisfy the requirements of the Contract Documents.
  - 1. Compliance Report: Along with each submission copy of the product data and/or shop drawing, the manufacturer shall indicate the necessary modifications to the product and/or system to satisfy the requirements of the Contract Documents. Each paragraph including all subparagraphs shall bear the same paragraph number as the contract specification so that a close comparison can be made to the manufacturer specified herein by catalog number(s).

2. Each paragraph for the substituted product/system shall be identified as follows:
  - a. **Comply:** The term "comply" shall only be used when the product/system indicated by the paragraph is completely equal in all respects to the type of material used, functionality, programmability, size, accessories to be provided, future capabilities, mounting, etc. to that which was specified. Anything less is not to be considered as complying and shall not be indicated as "Comply".
  - b. **Exception:** The term "exception" shall be used when the product/system indicated by the paragraph does not meet the definition of "comply" as indicated above. The manufacturer shall provide a brief, clear and non-technical description of why the product/system does not meet the requirements of the specification and why it is not necessary to provide the specified materials, components, features, etc.
  - c. **Deviate:** The term "deviate" shall be used when the product/system indicated in the paragraph does not fully comply but the manufacturer is willing to provide all the necessary materials, components, features, accessories, future capabilities, etc. to meet the intent of the Contract Documents as determined by the Engineer. The manufacturer shall provide a brief, clear and non-technical description of what additional items are to be provided and how these items affect the product/system.
3. Compliance report may be submitted prior to the submission of the substituted product data and/or shop drawings but the Engineer reserves the right to request that certain product data, shop drawings, wiring diagrams, certificates, etc. be included as requested.

- D. All costs involved in changes in the building, to the equipment, to the arrangement of equipment, or to the work performed or to be performed under other sections of the specifications, due to the substitution of equipment in lieu of that shown on the drawings or specified, shall be borne by the Contractor making such substitutions, and shall include, but not necessarily be limited to, costs or fees in connection with resubmission of drawings for approval, if required, by the Authority Having Jurisdiction, local authorities or insuring agencies having jurisdiction over the work.

#### 1.7 REGULATIONS

- A. All laws, ordinances, rules and regulations of public bodies bearing on the conduct of the work are hereby incorporated and made a part of these specifications.
  1. Americans with Disabilities Act.
  2. City and Local Codes.
  3. National Fire Protection Association (NFPA), i.e. National Electric Code - NFPA 70, Electrical Safety in the Workplace – NFPA 70E, National Fire Alarm Code – NFPA 72, Life Safety Code - NFPA 101 and Emergency and Standby Power Systems – NFPA 110.
  4. American Institute of Engineers (AIA) Guidelines for Design and Construction of Health Care Facilities.
  5. National Electrical Safety Code - ANSI C2.
  6. Owner's insuring agency.
  7. International Building Code (IBC)
- B. The Contractor shall comply with all rules, regulations and recommendations of any public utility serving this project.

- C. The entire electrical system shall be installed in accordance with the latest edition of the National Electrical Code, approved by the governmental body having jurisdiction, including amendments thereto.

#### 1.8 DRAWINGS AND SPECIFICATIONS

- A. The drawings are generally diagrammatic and indicative of the work to be installed. Exact locations of equipment and points of termination shall be reviewed with the Engineer. Should it be found that any system or equipment cannot be installed as shown on the drawings, the Engineer shall be consulted before installing or making changes to the layout.
- B. The drawings and specifications are intended to function as a common set of documents. Anything shown on the drawings but not in the specifications, or mentioned in the specifications and not shown on the drawings, shall be equally binding as if both noted on the drawings and called for in the specifications.
- C. No measurement of a drawing by scale shall be used as a working dimension. Working measurements shall be taken from figured dimensions and through cooperation with all other Contractors.
- D. This Contractor shall carefully examine the Structural, HVAC, Plumbing and Miscellaneous Contract Drawings and Specifications. If any discrepancies occur between the drawings or between the drawings and specifications, the discrepancies shall be reported to the Engineer in writing and obtain written instructions as to the manner in which to proceed. No departures from the Contract Drawings shall be made without prior written instructions from the Engineer.
- E. All items of labor, material and equipment not specified in detail or shown on the drawings but incidental to or necessary for the complete and proper installation and proper operation of the several branches of the work described herein or reasonably implied in connection therewith, shall be furnished as if called for in detail by the specifications or drawings.

#### 1.9 FAMILIARITY WITH CONTRACT REQUIREMENTS

- A. It is the responsibility of the Contractor, prior to submitting a bid on this Project, to satisfy himself as to the nature and location of the work, the conformation of the ground, soil characteristics, the character, quality and quantity of the materials which will be required, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and of all other matters which can in any way affect the work under this Contract.
- B. Failure to make an on-site inspection prior to submitting a bid, or failure to comply with any or all of the above requirements will not relieve this Contractor from the responsibilities of properly estimating the requirements or costs of successful completion of the work nor from the responsibility for the faithful performance of the provisions of this Contract.
- C. The Electrical Contractor shall confer with all other Contractors and shall apply for detailed and specific information regarding the location of all equipment as the final location may differ from that indicated on the drawings. Outlets, equipment or wiring improperly placed because of the Electrical Contractor's failure to obtain this information shall be relocated and reinstalled by the Electrical Contractor without additional expense to the Owner.

1.10 ELECTRICAL COORDINATION DRAWINGS

- A. Prepare coordination drawings at a scale of 1/4"=1' 0" or larger; detailing major elements, components, and systems of electrical equipment and materials in relationship with other systems, installations, and building components for the following:
  - 1. Electrical equipment room
  - 2. Generator room
  - 3. Telephone/Communication room
  - 4. Main Data Equipment Room
  - 5. Chiller #6 Room
- B. Indicate the proposed locations of major raceway systems, equipment, and materials. Include the following:
  - 1. Clearances for servicing equipment, including space for equipment disassembly required for periodic maintenance.
  - 2. Exterior wall and foundation penetrations.
  - 3. Equipment connections and support details.
  - 4. Sizes and location of required concrete pads and bases.
- C. Prepare floor plans, elevations, and details to indicate penetrations in floors, walls, and ceilings and their relationship to other penetrations and installations.
- D. The Contractor shall obtain written approval of the coordination drawings from all other Contractors involved in the project. Once written approval is obtained, the Contractor shall submit the signed documents to the Engineer for review and approval prior to the start of work.

1.11 RECORD DOCUMENTS

- A. Prepare record documents in accordance with the requirements as defined by Part 1 paragraph "Related Documents" and the following:
- B. Markup Procedure: During construction, maintain a set of blue or black line white prints of Contract Drawings and Shop Drawings for Project Record Document purposes.
  - 1. Mark these Drawings to show the actual installation where the installation varies from the installation shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include, but are not limited to, the following:
    - a. Revisions to details shown on the Drawings.
    - b. Locations and depths of all underground utilities and underslab conduits.
    - c. Locations of interior conduits larger than 2" diameter not installed underslab.
    - d. Locations of all feeder conduits.
    - e. Revisions to Branch and Feeder Circuits: Record circuit numbers and associated panelboard space numbers for all existing, new, or relocated electrical

appurtenances, mechanical equipment, owner furnished equipment, etc. that required power or reconnection of existing electrical services. Each circuit number shall be shown with a homerun coming off the equipment it serves. Circuit numbers indicated on the record drawings shall match the new or updated panelboard indexes.

- f. Actual installed equipment locations.
    - g. Changes made by change order, Engineer's written orders, and Owner requested.
  - 2. Mark record sets with red erasable colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
  - 3. Mark important additional information that was either shown schematically or omitted from original Drawings.
  - 4. Note Construction alternate numbers, change order numbers, and similar identification.
  - 5. Accurately record information in an understandable drawing technique.
  - 6. Record data as soon as possible after obtaining it. Record and check the markup prior to enclosing concealed installations.
  - 7. At time of Substantial Completion, submit record drawings to the Engineer for the Owner's records. Organize into sets and bind and label sets for the Owner's continued use.
- C. Copies and Distribution: After completing the record drawings, print/copy 3 blue or black line prints of each drawing, whether or not changes and additional information were recorded. Organize the copies into manageable sets. Bind each set with durable paper cover sheets. Include appropriate identification, including titles, dates, and other information on the cover sheets.
- 1. Organize and bind original marked up set of prints that were maintained during the construction period in the same manner.
  - 2. Submit the marked up record set and a minimum 3 copy sets to the Engineer for the Owner's records. Should more copies be requested by the Engineer, they shall be provided at no cost to the Owner.

#### 1.12 OPERATION MAINTENANCE MANUALS

- A. General: Prepare maintenance manuals in accordance with Part 1 paragraph "Related Documents" and the following:
- B. Form of Submittal: Prepare operation and maintenance manuals in the form of an instructional manual for use by the Owner's operating personnel. Organize into suitable sets of manageable size. Where possible, assemble instructions for similar equipment into a single binder.
  - 1. Binders: For each manual, provide heavy duty, commercial quality, 3 ring, vinyl covered, loose leaf binders, in thickness necessary to accommodate contents, sized to receive 8 1/2 by 11 inch paper. Provide a clear plastic sleeve on the spine to hold labels describing contents. Provide pockets in the covers to receive folded sheets.
    - a. Where two (2) or more binders are necessary to accommodate data, correlate data in each binder into related groupings according to the Project Manual table of

contents. Cross reference other binders where necessary to provide essential information for proper operation or maintenance of the piece of equipment or system.

- b. Identify each binder on front and spine, with the printed title "ELECTRICAL OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter covered. Indicate volume number for multiple volume sets of manuals.
2. Dividers: Provide heavy paper dividers with celluloid covered tabs for each separate Section. Mark each tab to indicate contents. Provide a typed description of the product and major parts of equipment included in the Section on each divider.
3. Protective Plastic Jackets: Provide protective, transparent, plastic jackets designed to enclose diagnostic software for computerized electronic equipment.
4. Text Material: Where maintenance manuals require written material, use the manufacturer's standard printed material. If manufacturer's standard printed material is not available, provide specially prepared data, neatly typewritten, on 8 1/2 by 11 inch, 20 lb/sq. ft. white bond paper.
5. Drawings: Where maintenance manuals require drawings or diagrams, provide reinforced, punched binder tabs on drawings and bind in with text.
  - a. Where oversize drawings are necessary, fold drawings to the same size as text pages and use as a foldout.
  - b. If drawings are too large to be used practically as a foldout, place the drawing, neatly folded, in front or rear pocket of binder. Insert a typewritten page indicating drawing title, description of contents, and drawing location at the appropriate location in the manual

C. Manual Content

1. In each manual include information specified in the Individual Specification Section and the following information for each major component of building equipment and its controls:
  - a. General system or equipment description.
  - b. Design factors and assumptions.
  - c. Copies of all approved Shop Drawings and Product Data, including products/systems installed during construction by change order, etc.
  - d. System or equipment identification, including:
    - 1) Name of manufacturer.
    - 2) Model number.
    - 3) Serial number of each component.
  - e. Operating instructions.
  - f. Emergency instructions.
  - g. Wiring diagrams.
  - h. Inspection and test procedures.

- i. Inspection reports and certificates.
  - j. Maintenance procedures and schedules.
  - k. Precautions against improper use and maintenance.
  - l. Copies of warranties.
  - m. Repair instructions including spare parts listing.
  - n. Sources of required maintenance materials and related services.
  - o. Manual index.
2. Organize each manual into separate Sections for each piece of related equipment. As a minimum, each manual shall contain a title page; a table of contents; copies of Product Data, supplemented by Drawings and written text; and copies of each warranty, bond, and service contract issued.
- a. Title Page: Provide a title page in a transparent, plastic envelope as the first sheet of each manual. Provide the following information:
    - 1) Subject matter covered by the manual.
    - 2) Name and address of the Project.
    - 3) Date of submittal.
    - 4) Name, address, and telephone number of the Contractor.
    - 5) Name and address of the Engineer.
    - 6) Cross reference to related systems in other operation and maintenance manuals.
  - b. Table of Contents: After title page, include a typewritten table of contents for each volume, arranged systematically according to the Project Manual format. Include a list of each product included, identified by product name or other appropriate identifying symbol and indexed to the content of the volume.
    - 1) Where a system requires more than one volume to accommodate data, provide a comprehensive table of contents for all volumes in each volume of the set.
  - c. General Information: Provide a general information Section immediately following table of contents, listing each product included in the manual, identified by product name. Under each product, list the name, address, and telephone number of the Subcontractor or Manufacturer and the maintenance contractor. Clearly delineate the extent of responsibility of each of these entities. Include a local source for replacement parts and equipment.
  - d. Product Data: Where the manuals include manufacturer's standard printed data, include only sheets that are pertinent to the part or product installed. Mark each sheet to identify each part or product included in the installation. Where the Project includes more than one item in a tabular format, identify each item, using appropriate

references from the Contract Documents. Identify data that is applicable to the installation, and delete references to information that is not applicable.

- e. **Written Text:** Prepare written text to provide necessary information where manufacturer's standard printed data is not available, and the information is necessary for proper operation and maintenance of equipment or systems. Prepare written text where it is necessary to provide additional information or to supplement data included in the manual. Organize text in a consistent format under separate headings for different procedures. Where necessary, provide a logical sequence of instruction for each operation or maintenance procedure.
- f. **Drawings:** Provide specially prepared drawings where necessary to supplement manufacturer's printed data to illustrate the relationship of component parts of equipment or systems or to provide control or flow diagrams. Coordinate these drawings with information contained in project record drawings to assure correct illustration of the completed installation.
  - 1) Do not use original project record documents as part of operation and maintenance manuals.
- g. **Warranties, Bonds, and Service Contracts:** Provide a copy of each warranty, bond, or service contract in the appropriate manual for the information of the Owner's operating personnel. Provide written data outlining procedures to follow in the event of product failure. List circumstances and conditions that would affect validity of warranty or bond.
- h. **Approval letters from the following:**
  - 1) Local authority having jurisdiction
  - 2) Inspection agency
  - 3) Field representative for specific systems, i.e. fire alarm, signal/communication, intrusion detection, etc.

**D. Electrical Maintenance Manual**

- 1. **Equipment and Systems:** Provide the following information for each piece of equipment, each building operating system, and each electric or electronic system.
  - a. **Description:** Provide a complete description of each unit and related component parts, including the following:
    - 1) Equipment or system function.
    - 2) Operating characteristics.
    - 3) Limiting conditions.
    - 4) Performance curves.
    - 5) Engineering data and tests.
    - 6) Complete nomenclature and number of replacement parts.
  - b. **Manufacturer's Information:** For each manufacturer of a component part or piece of equipment, provide the following:



- 1) Printed operation and maintenance instructions.
  - 2) Assembly drawings and diagrams required for maintenance.
  - 3) List of items recommended to be stocked as spare parts.
- c. Maintenance Procedures: Provide information detailing essential maintenance procedures, including the following:
- 1) Routine operations.
  - 2) Troubleshooting guide.
  - 3) Disassembly, repair, and reassembly.
  - 4) Alignment, adjusting, and checking.
- d. Operating Procedures: Provide information on equipment and system operating procedures, including the following:
- 1) Startup procedures.
  - 2) Equipment or system break in.
  - 3) Routine and normal operating instructions.
  - 4) Regulation and control procedures.
  - 5) Instructions on stopping.
  - 6) Shutdown and emergency instructions.
  - 7) Summer and winter operating instructions.
  - 8) Required sequences for electric or electronic systems.
  - 9) Special operating instructions.
- e. Servicing Schedule: Provide a schedule of routine servicing and lubrication requirements, including a list of required lubricants for equipment with moving parts.
- f. Controls: Provide a description of the sequence of operation and as installed control diagrams by the control manufacturer for systems requiring controls.
- g. Circuit Directories: For electric and electronic systems, provide complete circuit directories of panelboards, including the following:
- 1) Electric service.
  - 2) Controls.
  - 3) Communication.

1.13 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Labels and Listings: "Labels and Listings" for appliances and equipment provided meet the requirements of the Underwriters Laboratories, Inc. (UL), Electrical Testing Laboratories (ETL) and other standards organizations.
- C. Seismic Requirements: Provide equipment anchoring and support to resist shear and overturning moments.
- D. Current Models:
  - 1. Manufactured items furnished shall be the current, cataloged product of the manufacturer.
  - 2. Replacement parts shall be available.
  - 3. There shall be a permanent service organization maintained or trained by the manufacturer to provide satisfactory service.
- E. Experience: Manufactured items shall have been installed and used, without modification, renovation or repair, on other projects for not less than three years prior to the date of bid opening for this project.
- F. All work shall be installed in a first class, neat and workmanlike manner by mechanics skilled in the trade involved. The quality of workmanship shall be subject to the approval of the Engineer. Any work found by the Engineer to be of inferior quality and/or workmanship shall be replaced and/or reworked until approval of the Engineer is obtained. Any cost involved in obtaining said approval shall be the responsibility of the Electrical Contractor.

1.14 CONTINUITY OF SERVICE

- A. The Contractor shall maintain electrical service to the building during the course of construction. Temporary equipment, switches, cable and whatever else necessary shall be provided as required to maintain electric service. Rules and regulations of local, state and federal authorities respecting safety provisions shall be observed. The Contractor shall use all precautions so as not to endanger the lives of the building occupants or the public. The Contractor shall furnish and install a temporary service should it be required and remove same after need is satisfied. All charges and costs shall be included in the Electrical Contract.
- B. When it becomes necessary to temporarily interrupt electric service to any portion of the buildings, the Contractor shall notify the Engineer and the Owner in writing at least seven days in advance to enable necessary arrangements to be made. No interruptions will be permitted without the expressed written permission of the Owner.

1.15 INSTRUCTIONS TO OPERATING PERSONNEL

- A. The Contractor shall furnish the services of a person, or persons, approved by the Engineer and thoroughly familiar with the completed installation to instruct the Owner's Operating Personnel in the proper operation of the electrical systems and the proper care of all equipment and apparatus included under this Contract. These services shall be furnished for a minimum of two 8-hour days.
- B. During the instruction period, the Contractor and his approved qualified personnel shall demonstrate to the Owner, in the presence of the Engineer's representative, the complete operation of

the various systems installed under this Contract. Manufacturers' certificates of tests and performance shall be delivered to the Engineer and the Owner as hereinafter specified with the various systems or equipment.

- C. When instructions are provided under this Contract, the Contractor shall have in his possession three copies of an identifying letter which shall list the names of the Contractor's qualified instruction personnel including manufacturer's representatives and subcontractors that will be giving the instructions. Likewise on this same letter, spaces shall be provided for the Owner's personnel who will receive the instructions. After instructions have been given and received for each system, the Contractor's representatives and subcontractors shall sign and date the letter, and the Owner's personnel shall also sign and date the letter acknowledging that they have received adequate instructions for operating and maintaining the systems and equipment. One signed copy shall be delivered to the Owner, one copy to the Engineer, and one copy shall be retained by the Contractor.
  - D. In addition to the verbal instructions outlined above, the Contractor and his manufacturers' representatives and subcontractors shall furnish written basic instructions indicating the proper operation of each system and associated equipment. Each manufacturer shall also submit a brochure on his equipment, including instructions on operation, lubrication, recommended spare parts, and instructions on preventative, routine, and breakdown maintenance.
  - E. The Contractor shall combine the written instructions and the manufacturers' equipment brochures in complete volumes with hard back binders which shall be turned over to the Owner before final acceptance of the Contract work. Unless otherwise directed, three (3) copies of the volumes shall be furnished.
  - F. All brochures and formats must be approved by the Engineer.
  - G. It is the intent that this entire system, with its complement of equipment and auxiliary equipment, operate properly in accordance with the design concept and functional intent. It is also the intent that the Owner be given complete instructions for the proper operation and maintenance of the entire system.
- 1.16 DELIVERY, STORAGE, AND HANDLING
- A. Deliver products to the project properly identified with names, model numbers, types, grades, compliance labels, and other information needed for identification.
- 1.17 GUARANTEE/WARRANTY
- A. Written one (1) year full warranty guarantees shall be submitted for the entire electrical installation installed under this project (except for lamps). Where manufacturer's standard guarantee provides for a longer period, the longer period shall apply.
  - B. Where defects in the material, equipment and/or workmanship become evident within this guarantee period, the Contractor shall be responsible for replacing such material and equipment with the approved type of new items; and/or correcting the defective workmanship without any costs to the Owner.
- 1.18 SEQUENCING, SCHEDULING AND COORDINATION
- A. Coordinate arrangement, mounting, and support of electrical equipment:
    - 1. To allow maximum possible headroom unless specific mounting heights that reduce headroom are indicated.

2. To provide for ease of disconnecting the equipment with minimum interference to other installations.
  3. To allow right of way for piping and conduit installed at required slope.
  4. So connecting raceways, cables, wireways, cable trays, and busways will be clear of obstructions and of the working and access space of other equipment.
- B. Coordinate installation of required supporting devices and set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed.
  - C. Coordinate location of access panels and doors for electrical items that are behind finished surfaces or otherwise concealed
  - D. Coordinate sleeve selection and application with selection and application of firestopping.
  - E. Arrange selective demolition so as not to interfere with Owner's on site operations.
  - F. Coordinate electrical equipment installation with other building components.
  - G. Arrange for chases, slots, and openings in building structure during progress of construction to allow for electrical installations.
  - H. Sequence, coordinate, and integrate installing electrical materials and equipment for efficient flow of the Work. Coordinate installing large equipment requiring positioning prior to closing in the building.
  - I. Coordinate connecting electrical service to components furnished under other Sections.
  - J. Coordinate connecting electrical systems with exterior underground and overhead utilities and services. Comply with requirements of governing regulations, franchised service companies, and controlling agencies.

## **PART 2 - PRODUCTS**

### **2.1 SLEEVE SEALS**

- A. The Contractor shall furnish and install modular wall seals where conduits pass through exterior walls. Seals shall be "Link-Seal" modular wall and casing seal, as manufactured by Thunderline Corporation, or approved equal. Sleeves shall be of appropriate size for the size of conduits to be installed, in accordance with the manufacturer's recommendations. The seal shall be composed of identical solid rubber links, bolted and interlocked to form a belt. As belt bolts are tightened, rubber links form an automatic protective seal. The seal shall be rated for 40 feet of head or 20 psig. Seal shall be capable of absorbing shock transmitted either from changes in internal pipe pressures or from ground disturbances. Seal shall be made of synthetic rubber material especially compounded to resist aging, ozone, sunlight, water, and chemical action, and shall provide low temperature flexibility and resistance to high temperature environments. Bolts and metal parts shall be of carbon steel and zinc phosphate plated to resist corrosion. The seal shall be capable of providing air tightness in above ground installations and hydrostatic sealing in below grade installations. Seal shall be capable of maintaining cathodic protection with Delrin plastic pressure plates. Install seals in accordance with Manufacturer's Bulletin LS-104. Brush underground metal parts with a good grade of mastic before backfill.

2.2 GROUT

- A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive, nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

2.3 MISCELLANEOUS METALS

- A. Steel plates, shapes, bars, and bar grating: ASTM A 36.
- B. Cold Formed Steel Tubing: ASTM A 500.
- C. Hot Rolled Steel Tubing: ASTM A 501.
- D. Steel Pipe: ASTM A 53, Schedule 40, welded.
- E. Fasteners: Zinc coated, type, grade, and class as required.

2.4 MISCELLANEOUS LUMBER

- A. Framing Materials: Standard Grade, light framing size lumber of any species. Number 3 Common or Standard Grade boards complying with WCLIB or AWPB rules, or Number 3 boards complying with SPIB rules. Lumber shall be preservative treated in accordance with AWPB LP 2, and kiln dried to a moisture content of not more than 19 percent.
- B. Construction Panels: Plywood panels; APA C D PLUGGED INT, with exterior glue; thickness as indicated, or if not indicated, not less than 15/32 inches.

2.5 TOUCHUP PAINT

- A. For Equipment: Provided by equipment manufacturer and selected to match equipment finish.
- B. For Nonequipment Surfaces: Matching type and color of undamaged, existing adjacent finish.
- C. For Galvanized Surfaces: Zinc-rich paint recommended by item manufacturer.

2.6 JOINT SEALERS

- A. General: Joint sealers, joint fillers, and other related materials compatible with each other and with joint substrates under conditions of service and application.
- B. Colors: As selected by the Engineer from manufacturer's standard colors.
- C. Elastomeric Joint Sealers: Provide the following types:
  - 1. One-part, nonacid-curing, silicone sealant complying with ASTM C 920, Type S, Grade NS, Class 25, for uses in non-traffic areas for masonry, glass, aluminum, and other substrates recommended by the sealant manufacturer.
  - 2. One-part, mildew-resistant, silicone sealant complying with ASTM C 920, Type S, Grade NS, Class 25, for uses in non-traffic areas for glass, aluminum, and nonporous joint substrates; formulated with fungicide; intended for sealing interior joints with nonporous substrates; and subject to in-service exposure to conditions of high humidity and temperature extremes.

3. Available Products: Subject to compliance with requirements, products which may be incorporated in the Work include, but are not limited to, the following:
  - a. One-Part, Nonacid-Curing, Silicone Sealant:
    - 1) "Chem-Calk N-Cure 2000," Bostic Construction Products Div.
    - 2) "Dow Corning 790," Dow Corning Corp.
    - 3) "Silglaze N SCS 2501," General Electric Co.
    - 4) "Silpruf SCS 2000," General Electric Co.
  - b. One-Part, Mildew-Resistant, Silicone Sealant:
    - 1) "Dow Corning 786," Dow Corning Corp.
    - 2) "SCS 1702 Sanitary," General Electric Co.
    - 3) "863 #345 White," Pecora Corp.
    - 4) "Rhodorsil 6B White," Rhone-Poulenc, Inc.
    - 5) "Proglaze White," Tremco Corp.
    - 6) "OmniPlus," Sonneborn Building Products Div.
- D. Acrylic-Emulsion Sealants: One-part, nonsag, mildew-resistant, paintable complying with ASTM C 834 recommended for exposed applications on interior and protected exterior locations involving joint movement of not more than plus or minus 5 percent.
  1. Available Products: Subject to compliance with requirements, products which may be incorporated in the Work include, but are not limited to, the following:
    - a. "Chem-Calk 600," Bostik Construction Products Div.
    - b. "AC-20," Pecora Corp.
    - c. "Sonolac," Sonneborn Building Products Div.
    - d. "Tremco Acrylic Latex 834," Tremco, Inc.
- E. Fire-Resistant Joint Sealers: Two-part, foamed-in-place, silicone sealant formulated for use in through-penetration fire-stopping around cables, conduit, pipes, and duct penetrations through fire-rated walls and floors. Sealants and accessories shall have fire-resistance ratings indicated, as established by testing identical assemblies in accordance with ASTM E 814, by Underwriters' Laboratories, Inc., or other testing and inspection agency acceptable to authorities having jurisdiction.
  1. Available Products: Subject to compliance with requirements, products which may be incorporated in the Work include, but are not limited to, the following:
    - a. "Dow Corning Fire Stop Foam," Dow Corning Corp.
    - b. "Pensil 851," General Electric Co.

**2.7 REPAIR MATERIALS**

- A. Use repair materials identical to existing materials. Where identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible. Use materials whose installed performance equals or surpasses that of existing materials.

**PART 3 - EXECUTION**

**3.1 GENERAL REQUIREMENTS**

- A. This Contractor shall expedite the work for a specific area, section or part of the Project to make provision for, or protect equipment or to permit the installation of another part of the work.
- B. All materials and equipment supplied by this Contractor shall be new, of the best of their respective kinds, without imperfections and blemishes, and shall be protected from the elements prior to installation.
- C. All conduits, wire, cable, wiring devices and equipment shall be installed in such a manner as to preserve access to any existing equipment or to any new equipment installed under this specification or under other specifications or contracts for this Project and with sufficient space provided for proper operation and maintenance.
- D. The drawings are generally indicative of the work to be installed but do not indicate all bends, fittings, boxes, etc., which may be required. The Contractor shall carefully investigate the structural and furnish conditions affecting his work, arrange his work accordingly, and furnish such fittings as may be required to meet such conditions.
- E. This Contractor shall coordinate his work with other trades so that all work may be installed in the most direct manner and so that interference between piping, ducts, equipment, architectural or structural features will be avoided. In cases of interference, conflicts, or fouling results, the Engineer shall decide which work is to be relocated, regardless of which was installed first. Such relocation shall be at no additional expense to the Owner.
- F. All materials and equipment installed by the Contractor shall be firmly supported and secured to the building structure/construction as required.
- G. Scaffolding with ladders shall be furnished and erected, where required for the proper installation of wiring, equipment and fixtures.

**3.2 ROUGH-IN**

- A. Verify final locations for rough-ins with field measurements and with the requirements of the actual equipment to be connected.
- B. Refer to equipment specifications in other Specification Divisions and approved product data and shop drawings for rough-in requirements.

**3.3 ELECTRICAL INSTALLATIONS**

- A. General: Sequence, coordinate, and integrate the various elements of electrical systems, materials, and equipment. Comply with the following requirements:
  - 1. Coordinate electrical systems, equipment, and materials installation with other building components.

2. Verify all dimensions by field measurements.
3. Arrange for chases, slots, and openings in other building components during progress of construction, to allow for electrical installations.
4. Coordinate the installation of required supporting devices and sleeves to be set in poured in place concrete and other structural components, as they are constructed.
5. Sequence, coordinate, and integrate installations of electrical materials and equipment for efficient flow of the Work. Give particular attention to large equipment requiring positioning prior to closing in the building.
6. Where mounting heights are not detailed or dimensioned, install systems, materials, and equipment to provide the maximum headroom possible.
7. Coordinate connection of electrical systems with exterior underground and overhead utilities and services. Comply with requirements of governing regulations, franchised service companies, and controlling agencies. Provide required connection for each service.
8. Install systems, materials, and equipment to conform with approved submittal data, including coordination drawings, to greatest extent possible. Conform to arrangements indicated by the Contract Documents, recognizing that portions of the Work are shown only in diagrammatic form. Where coordination requirements conflict with individual system requirements, refer conflict to the Engineer.
9. Install systems, materials, and equipment level and plumb, parallel and perpendicular to other building systems and components, where installed exposed in finished spaces.
10. Install electrical equipment to facilitate servicing, maintenance, and repair or replacement of equipment components. As much as practical, connect equipment for ease of disconnecting, with minimum of interference with other installations.
11. Install access panel or doors where units are concealed behind finished surfaces.
12. Install systems, materials, and equipment giving right of way priority to systems required to be installed at a specified slope.

**B. Performance of Equipment**

1. All materials, equipment and appurtenances of any kind, shown on the drawings, hereinafter specified or required for the completion of the Project in accordance with the intent of these specifications, shall be completely satisfactory and acceptable in operation, performance, and capacity. No approval either in written or verbal of any drawings, descriptive data, or samples of such material, equipment and/or appurtenances shall relieve this Contractor of his responsibility to turn over the same to the Owner in perfect working order at the completion of the Project.
2. Any material, equipment or appurtenances, the operation, capacity or performance of which does not comply with the drawings and/or specification requirements or which is not new or which is damaged prior to acceptance by the Owner will be held to be defective material and shall be removed and replaced with the proper acceptable materials, equipment and/or appurtenances or put in proper acceptable working order, satisfactory to the Engineer with no additional expense to the Owner.
3. All auxiliary systems specified herein including the emergency lighting system, fire alarm system, intercommunication system, telephone distribution system, MATV system, or other



similar systems shall be furnished by manufacturers who have been regularly engaged in the manufacture of these products for a period of not less than five (5) years. This Contractor shall deliver to the Engineer, prior to final payment, a statement from the manufacturer or his authorized representative, certifying that the equipment has been inspected by him and found to be properly installed and functioning satisfactorily. Installation, final connections and testing of such systems shall be performed under the direct supervision of competent authorized service engineers who shall be in the employ of the respective equipment manufacturer. Any and all expenses incurred by these equipment manufacturer's representatives shall be borne by the Contractor.

4. All details of the installation of all equipment shall be electrically and mechanically correct. All equipment shall operate without objectionable noise or vibration should be produced and transmitted to occupied portions of the building by apparatus, conduit or other parts of a system, any corrections to eliminate noise and vibration shall be at no expense to the Owner.

### 3.4 CUTTING AND PATCHING

- A. General: Perform cutting and patching in accordance with Part 1 paragraph "Related Documents." In addition to the requirements referenced in the "Related Documents" paragraph, the following requirements apply:
  1. Perform cutting, fitting, and patching of electrical equipment and materials required to:
    - a. Uncover Work to provide for installation of ill-timed Work.
    - b. Remove and replace defective Work.
    - c. Remove and replace Work not conforming to requirements of the Contract Documents.
    - d. Install equipment and materials in existing structures.
    - e. Upon written instructions from the Engineer, uncover and restore Work to provide for Engineer observation of concealed Work.
  2. Cut, remove, and legally dispose of selected electrical equipment, components, and materials as indicated, including but not limited to removal of electrical items indicated to be removed and items made obsolete by the new Work.
  3. Protect the structure, furnishings, finishes, and adjacent materials not indicated or scheduled to be removed.
  4. Provide and maintain temporary partitions or dust barriers adequate to prevent the spread of dust and dirt to adjacent areas.
  5. Protection of Installed Work: During cutting and patching operations, protect adjacent installations.
  6. Patch existing finished surfaces and building components using new materials matching existing materials and experienced installers. Installers' qualifications refer to the materials and methods required for the surface and building components being patched.
- B. Cutting, Patching, and Finishing (Existing Building)

1. Electrical Contractor shall be responsible for all cutting, patching, and finishing of existing construction for the proper installation of all electrical equipment and materials to be installed in the existing portion of this project. This will also be required for the removal of the existing equipment and materials. All cutting shall be kept to an absolute minimum consistent with the requirements of the project. Cutting, patching and finishing shall be done by workmen skilled in this type of work. All patching shall be done utilizing materials of the same quality and texture as the adjacent undisturbed areas perfectly and to the satisfaction of the Engineer.
  - a. Cutting: Cut and remove existing construction only to the extent required by new Work and as indicated. Use methods required to complete Work within limitations of governing regulations and as follows:
    - 1) Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. To minimize disturbance of adjacent surfaces, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
    - 2) Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
    - 3) Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame cutting operations. Maintain portable fire suppression devices during flame cutting operations.
    - 4) Maintain adequate ventilation when using cutting torches.
    - 5) Cut concrete and masonry at junctures with construction to remain, using power driven masonry saw or hand tools; do not use power driven impact tools.
  - b. Patching: Return elements of construction and surfaces to remain to condition existing before start of cutting operations.
  - c. Painting
    - 1) Painting of the final finished areas will be by the General Contractor as shown in the "Interior Finish Schedule" on the Drawings.
    - 2) Where cutting and patching occurs in areas that the General Contractor does not have any work and/or the General Contractor is not required to finish the wall and/or ceiling that was affected by this Contractor's work, the Electrical Contractor shall paint the affected surface from "natural" break to "natural" break as directed by the Engineer. When other trades other than the General Contractor damage the same wall and/or ceiling, the Electrical Contractor shall coordinate his painting responsibilities with the other trades before proceeding with any work in that area.
    - 3) All surfaces to be painted shall receive an undercoat 24 hours before the final coat is applied. Undercoats which show lumps or rough areas shall be smoothed with fine sandpaper or steel wool and dusted off before the final coat is applied. Final coat shall be solid, even color, free of lumps, drops, sags, run brush marks, laps, or other defects, finished to a line where they adjoin other colors or unpainted surfaces.

- 4) Drop cloths shall be used to protect floors and all other work from damage. Any covering temporarily removed from any part of the work or finish shall be promptly replaced and any damage from neglect to so protect all surfaces shall be good at the Contractor's expense.
  - 5) Paint color shall match adjoining surfaces as closely as possible and to the satisfaction of the Engineer.
2. No cutting shall be done which may affect the building structurally or architecturally including building systems without first securing the approval of the Engineer. Cutting shall be accomplished in such a manner as not to cause damage to the building or leave unsightly surfaces which cannot be concealed by plates, escutcheons, or other construction. Where unsightly conditions are caused, the Contractor shall be required, at his own expense, to repair the damaged areas.
  3. Cutting of the construction excessively or carelessly done shall be repaired by this Contractor to match the original work and to the satisfaction of the Engineer who will make the final decision with respect to excessive or careless cutting work.
  4. This Contractor shall seal all openings he has made in plenum spaces, fire rated floors, ceilings or partitions after his work has been installed. The material used for sealing the openings shall have a fire rating equal to or greater than the rating of the floor, ceiling or partition material. Openings shall be suitably treated to prevent passage of stray light, air or sound.
  5. Where present equipment is removed and unused openings remain in walls, floors, partitions, etc., this Contractor shall properly patch all such openings. All patching and repairing shall be done by workmen skilled by this type of work and shall match present or new finishes.
  6. All holes or openings for the passage of conduit to be put in existing concrete shall be bored.
  7. Cutting, patching, and repairing of openings in the existing exterior walls and roof shall be by the General Contractor.

C. Chases and Openings

1. All openings or chases required for the installation of the work, shall be provided by the Electrical Contractor.
2. The Electrical Contractor shall set all sleeves, hangers, and anchors required for his work and shall be responsible for their proper and permanent location.
3. The Electrical Contractor shall seal all openings he has utilized in fire rated floors, ceilings, or partitions after his work has been installed. The material used for sealing the openings shall have a fire rating equal for greater than the rating of the floor, ceiling, or partition material. Openings shall be suitably treated to prevent passage of stray light, air or sound.

3.5 PROTECTION OF WORK, MATERIALS, AND EQUIPMENT

- A. This Contractor shall effectually protect at his own expense, all existing facilities and such of his new work, materials or equipment as is liable to injury during the construction period. All openings in to any part of the conduit system as well as all associated fixtures, equipment, etc. both before and after being set in place shall be securely covered or otherwise protected to prevent

obstruction, damage, or injury due to carelessly or maliciously dropped tools or materials, grit, dirt moisture, water or any foreign matter. This Contractor shall be held responsible for all damage so done, until his work is fully accepted by the Engineer. Conduit ends shall be covered with capped bushings.

- B. All surfaces, either finished or in preparation for finishing or finish material application, shall be protected against damage from painting, welding, cutting, burning, soldering or similar construction functions. The protection shall be accomplished by care in operations, covering and shielding. Special care shall be directed to exposed finished masonry, metal or wood surfaces and painted surfaces. Corrective measures required shall be accomplished by the trade which made the original installation and shall be at the expense of the Contractor causing the damage with no cost to the Owner.
- C. Any damage caused by neglect on the part of this Contractor or his representative, or by the elements due to neglect on the part of this Contractor or his representatives, either to the existing work, or to his work or to the work of any other Contractor, shall be repaired at his expense to the Engineer's satisfaction.

### 3.6 SLEEVE-SEAL INSTALLATION

- A. Install to seal exterior wall penetrations.
- B. Use type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

### 3.7 FIRESTOPPING

- A. Apply firestopping to penetrations of fire-rated floor and wall assemblies for electrical installations to restore original fire-resistance rating of assembly.

### 3.8 CLEAN-UP

- A. Daily, and when directed by the Engineer, the Electrical Contractor shall remove all waste and debris resulting from his work.
- B. Upon completion of his work and when directed by the Engineer, the Electrical Contractor shall remove all dirt, foreign materials, stains and fingerprints from all equipment, fixtures, panels, plates, etc., installed under this contract. Internal areas of all equipment must be cleaned of all construction dust etc., prior to pre-final and/or final inspection.
  - 1. Clean paint, varnish spots and stains caused by finishing materials used by this Contractor from all walls, floors, trim, glass, hardware, fixtures, masonry or any other surface that is damaged by this Contractor's work.
  - 2. Do not use solvents that would remove or damage the finish of the finish hardware or other factory-finished materials. If damage occurs, the affected materials shall be returned to the factory for refinishing at no expense to the Owner.
  - 3. Repair all finishes damaged by this Contractor in areas that the General Contractor does not have any work and/or the General Contractor is not required to finish the space that was affected by this Contractor's work and leave all work clean and perfect at completion.

END OF SECTION 26 0500

**SECTION 26 0519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section Includes:
  - 1. Copper building wire rated 600 V or less.
  - 2. Metal-clad cable, Type MC, rated 600 V or less.

**1.3 DEFINITIONS**

- A. VFC: Variable-frequency controller.

**1.4 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
- B. Product Schedule: Indicate type, use, location, and termination locations.

**1.5 INFORMATIONAL SUBMITTALS**

- A. Field quality-control reports.

**1.6 QUALITY ASSURANCE**

- A. Testing Agency Qualifications: Member company of NETA.
  - 1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.

**PART 2 - PRODUCTS**

**2.1 COPPER BUILDING WIRE**

- A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.
- B. Standards:
  - 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
  - 2. RoHS compliant.
  - 3. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."
- C. Conductor Insulation:

1. Type THHN: Comply with UL 83.

## 2.2 METAL-CLAD CABLE, TYPE MC

- A. Description: A factory assembly of one or more current-carrying insulated conductors in an overall metallic sheath.
- B. Standards:
  1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
  2. Comply with UL 1569.
  3. RoHS compliant.
  4. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."
- C. Circuits:
  1. Single circuit
  2. Power-Limited Fire-Alarm Circuits: Comply with UL 1424.
- D. Conductors: Copper, complying with ASTM B 3 for bare annealed copper and with ASTM B 8 for stranded conductors.
- E. Ground Conductor: Insulated.
- F. Conductor Insulation:
  1. Type TFN/THHN/THWN-2: Comply with UL 83.
- G. Armor: Steel, interlocked.
- H. Jacket: PVC applied over armor.

## 2.3 CONNECTORS AND SPLICES

- A. Description: Factory-fabricated connectors, splices, and lugs of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- B. Jacketed Cable Connectors: For steel and aluminum jacketed cables, zinc die-cast with set screws, designed to connect conductors specified in this Section.
- C. Lugs: One piece, seamless, designed to terminate conductors specified in this Section.
  1. Material: Copper.

**PART 3 - EXECUTION**

**3.1 CONDUCTOR MATERIAL APPLICATIONS**

- A. Feeders: Copper; solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Feeders: Copper for feeders smaller than No. 4 AWG; copper for feeders No. 4 AWG and larger. Conductors shall be solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- C. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- D. Branch Circuits: Copper. Solid for No. 12 AWG and smaller; stranded for No. 10 AWG and larger.
- E. VFC Output Circuits Cable: Extra-flexible stranded for all sizes.
- F. Power-Limited Fire Alarm and Control: Solid for No. 12 AWG and smaller.

**3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS**

- A. Service Entrance: Type THHN/THWN-2, single conductors in raceway
- B. Exposed Feeders: Type THHN/THWN-2, single conductors in raceway.
- C. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspace: Type THHN/THWN-2, single conductors in raceway or Metal-clad cable, Type MC.
- D. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN/THWN-2, single conductors in raceway
- E. Exposed Branch Circuits, Including in Crawlspace: Type THHN/THWN-2, single conductors in raceway
- F. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN/THWN-2, single conductors in raceway or Metal-clad cable, Type MC.
- G. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN/THWN-2, single conductors in raceway

**3.3 INSTALLATION OF CONDUCTORS AND CABLES**

- A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.
- B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.
- C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.

- E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- F. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."

#### 3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches (150 mm) of slack.

#### 3.5 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."
- B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

#### 3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

#### 3.7 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Section 078413 "Penetration Firestopping."

#### 3.8 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- C. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- D. Perform tests and inspections with the assistance of a factory-authorized service representative.
  - 1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors for compliance with requirements.
  - 2. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors.
  - 3. Perform each of the following visual and electrical tests:



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- a. Inspect exposed sections of conductor and cable for physical damage and correct connection according to the single-line diagram.
  - b. Test bolted connections for high resistance using one of the following:
    - 1) A low-resistance ohmmeter.
    - 2) Calibrated torque wrench.
    - 3) Thermographic survey.
  - c. Inspect compression-applied connectors for correct cable match and indentation.
  - d. Inspect for correct identification.
  - e. Inspect cable jacket and condition.
  - f. Insulation-resistance test on each conductor for ground and adjacent conductors. Apply a potential of 500-V dc for 300-V rated cable and 1000-V dc for 600-V rated cable for a one-minute duration.
  - g. Continuity test on each conductor and cable.
  - h. Uniform resistance of parallel conductors.
- E. Cables will be considered defective if they do not pass tests and inspections.
- F. Prepare test and inspection reports to record the following:
- 1. Procedures used.
  - 2. Results that comply with requirements.
  - 3. Results that do not comply with requirements, and corrective action taken to achieve compliance with requirements.

END OF SECTION 26 0519

**SECTION 26 0526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section includes grounding and bonding systems and equipment.
- B. Section includes grounding and bonding systems and equipment, plus the following special applications:
  - 1. Underground distribution grounding.
  - 2. Ground bonding common with lightning protection system.
  - 3. Foundation steel electrodes.

**1.3 ACTION SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Sustainable Design Submittals:

**1.4 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For testing agency and testing agency's field supervisor.
- B. Field quality-control reports.

**1.5 CLOSEOUT SUBMITTALS**

- A. Operation and Maintenance Data: For grounding to include in emergency, operation, and maintenance manuals.
  - 1. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:
    - a. Plans showing as-built, dimensioned locations of grounding features specified in "Field Quality Control" Article, including the following:
      - 1) Test wells.
      - 2) Ground rods.
      - 3) Ground rings.
      - 4) Grounding arrangements and connections for separately derived systems.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Certified by NETA.

**PART 2 - PRODUCTS**

2.1 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

2.2 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
1. Solid Conductors: ASTM B 3.
  2. Stranded Conductors: ASTM B 8.
  3. Tinned Conductors: ASTM B 33.
  4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch (6 mm) in diameter.
  5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
  6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
- C. Grounding Bus: Predrilled rectangular bars of annealed copper, 1/4 by 4 inches (6.3 by 100 mm) in cross section, with 9/32-inch (7.14-mm) holes spaced 1-1/8 inches (28 mm) apart. Stand-off insulators for mounting shall comply with UL 891 for use in switchboards, 600 V and shall be Lexan or PVC, impulse tested at 5000 V.

2.3 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- C. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.
- D. Bus-Bar Connectors: Compression type, copper or copper alloy, with two wire terminals.

- E. Beam Clamps: Mechanical type, terminal, ground wire access from four directions, with dual, tin-plated or silicon bronze bolts.
- F. Cable-to-Cable Connectors: Compression type, copper or copper alloy.
- G. Cable Tray Ground Clamp: Mechanical type, zinc-plated malleable iron.
- H. Conduit Hubs: Mechanical type, terminal with threaded hub.
- I. Ground Rod Clamps: Mechanical type, copper or copper alloy, terminal with hex head bolt.
- J. Lay-in Lug Connector: Mechanical type, copper rated for direct burial terminal with set screw.
- K. Service Post Connectors: Mechanical type, bronze alloy terminal, in short- and long-stud lengths, capable of single and double conductor connections.
- L. Signal Reference Grid Clamp: Mechanical type, stamped-steel terminal with hex head screw.
- M. Straps: Solid copper, copper lugs. Rated for 600 A.
- N. Tower Ground Clamps: Mechanical type, copper or copper alloy, terminal one-piece clamp.
- O. U-Bolt Clamps: Mechanical type, copper or copper alloy, terminal listed for direct burial.
- P. Water Pipe Clamps:
  - 1. Mechanical type, two pieces with zinc-plated bolts.
    - a. Material: Die-cast zinc alloy.
    - b. Listed for direct burial.

### **PART 3 - EXECUTION**

#### **3.1 APPLICATIONS**

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- B. Underground Grounding Conductors: Install bare tinned-copper conductor, No. 2/0 AWG minimum.
  - 1. Bury at least 24 inches (600 mm) below grade.
  - 2. Duct-Bank Grounding Conductor: Bury 12 inches (300 mm) above duct bank when indicated as part of duct-bank installation.
- C. Isolated Grounding Conductors: Green-colored insulation with continuous yellow stripe. On feeders with isolated ground, identify grounding conductor where visible to normal inspection, with alternating bands of green and yellow tape, with at least three bands of green and two bands of yellow.

D. Grounding Bus: Install in electrical equipment rooms, in rooms housing service equipment, and elsewhere as indicated.

1. Install bus horizontally, on insulated spacers 2 inches (50 mm) minimum from wall, 6 inches (150 mm) above finished floor unless otherwise indicated.
2. Where indicated on both sides of doorways, route bus up to top of door frame, across top of doorway, and down; connect to horizontal bus.

E. Conductor Terminations and Connections:

1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
3. Connections to Ground Rods at Test Wells: Bolted connectors.
4. Connections to Structural Steel: Welded connectors.

### 3.2 GROUNDING AT THE SERVICE

A. Equipment grounding conductors and grounding electrode conductors shall be connected to the ground bus. Install a main bonding jumper between the neutral and ground buses.

### 3.3 GROUNDING UNDERGROUND DISTRIBUTION SYSTEM COMPONENTS

A. Comply with IEEE C2 grounding requirements.

B. Grounding Manholes and Handholes: Install a driven ground rod through manhole or handhole floor, close to wall, and set rod depth so 4 inches (100 mm) will extend above finished floor. If necessary, install ground rod before manhole is placed and provide No. 1/0 AWG bare, tinned-copper conductor from ground rod into manhole through a waterproof sleeve in manhole wall. Protect ground rods passing through concrete floor with a double wrapping of pressure-sensitive insulating tape or heat-shrunk insulating sleeve from 2 inches (50 mm) above to 6 inches (150 mm) below concrete. Seal floor opening with waterproof, nonshrink grout.

### 3.4 EQUIPMENT GROUNDING

A. Install insulated equipment grounding conductors with all feeders and branch circuits.

B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:

1. Feeders and branch circuits.
2. Lighting circuits.
3. Receptacle circuits.
4. Single-phase motor and appliance branch circuits.
5. Three-phase motor and appliance branch circuits.

- C. **Air-Duct Equipment Circuits:** Install insulated equipment grounding conductor to duct-mounted electrical devices operating at 120 V and more, including air cleaners, heaters, dampers, humidifiers, and other duct electrical equipment. Bond conductor to each unit and to air duct and connected metallic piping.
- D. **Water Heater, Heat-Tracing, and Antifrost Heating Cables:** Install a separate insulated equipment grounding conductor to each electric water heater and heat-tracing cable. Bond conductor to heater units, piping, connected equipment, and components.
- E. **Isolated Grounding Receptacle Circuits:** Install an insulated equipment grounding conductor connected to the receptacle grounding terminal. Isolate conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service unless otherwise indicated.
- F. **Isolated Equipment Enclosure Circuits:** For designated equipment supplied by a branch circuit or feeder, isolate equipment enclosure from supply circuit raceway with a nonmetallic raceway fitting listed for the purpose. Install fitting where raceway enters enclosure, and install a separate insulated equipment grounding conductor. Isolate conductor from raceway and from panelboard grounding terminals. Terminate at equipment grounding conductor terminal of the applicable derived system or service unless otherwise indicated.
- G. **Poles Supporting Outdoor Lighting Fixtures:** Install grounding electrode and a separate insulated equipment grounding conductor in addition to grounding conductor installed with branch-circuit conductors.

### 3.5 INSTALLATION

- A. **Grounding Conductors:** Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. **Ground Bonding Common with Lightning Protection System:** Comply with NFPA 780 and UL 96 when interconnecting with lightning protection system. Bond electrical power system ground directly to lightning protection system grounding conductor at closest point to electrical service grounding electrode. Use bonding conductor sized same as system grounding electrode conductor, and install in conduit.
- C. **Bonding Straps and Jumpers:** Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
  - 1. **Bonding to Structure:** Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
  - 2. **Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports:** Install bonding so vibration is not transmitted to rigidly mounted equipment.
  - 3. **Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.**
- D. **Grounding and Bonding for Piping:**

1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
  2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.
  3. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.
- E. Connections: Make connections so possibility of galvanic action or electrolysis is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact are galvanically compatible.
1. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer in order of galvanic series.
  2. Make connections with clean, bare metal at points of contact.
  3. Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.
  4. Make aluminum-to-galvanized-steel connections with tin-plated copper jumpers and mechanical clamps.
  5. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.
- 3.6 FIELD QUALITY CONTROL
- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Tests and Inspections:
1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
  2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
  3. Test completed grounding system at each location at individual ground rods. Make tests at ground rods before any conductors are connected.
    - a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.

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- b. Perform tests by fall-of-potential method according to IEEE 81.
- 4. Prepare dimensioned Drawings locating each test well, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.
- C. Grounding system will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.
- E. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION 26 0526



**SECTION 26 0529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes the following:
  - 1. Hangers and supports for electrical equipment and systems.
  - 2. Construction requirements for concrete bases.

- B. Related Sections include the following:

**1.3 DEFINITIONS**

- A. EMT: Electrical metallic tubing.
- B. RMC: Rigid metal conduit.

**1.4 PERFORMANCE REQUIREMENTS**

- A. Delegated Design: Design supports for multiple raceways, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.
- C. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
- D. Rated Strength: Adequate in tension, shear, and pullout force to resist maximum loads calculated or imposed for this Project, with a minimum structural safety factor of five times the applied force.

**1.5 SUBMITTALS**

- A. Product Data: For the following:
  - 1. Steel slotted support systems.
- B. Shop Drawings: Signed and sealed by a qualified professional engineer. Show fabrication and installation details and include calculations for the following:
  - 1. Equipment supports.

2. Trapeze hangers. Include Product Data for components.
3. Steel slotted channel systems. Include Product Data for components.

**1.6 QUALITY ASSURANCE**

- A. Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Comply with NFPA 70.

**1.7 COORDINATION**

- A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified in Division 03.
- B. Coordinate installation of roof curbs, equipment supports, and roof penetrations. These items are specified in Division 07 Section "Roof Accessories."

**PART 2 - PRODUCTS**

**2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS**

- A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
  1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Allied Tube & Conduit.
    - b. Cooper B-Line, Inc.; a division of Cooper Industries.
    - c. ERICO International Corporation.
    - d. Thomas & Betts Corporation.
    - e. Unistrut; Tyco International, Ltd.
  2. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
  3. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
  4. Channel Dimensions: Selected for applicable load criteria.
- B. Raceway and Cable Supports: As described in NECA 1 and NECA 101.
- C. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- D. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for non-armored electrical conductors or cables in

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riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported. Body shall be malleable iron casting with hot-dip galvanized finish.

- E. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- F. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
  - 1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
    - a. Powder-Actuated Fasteners should not be used in lightweight concrete or slabs less than 4 inches thick.
    - b. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      - 1) Hilti Inc.
      - 2) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
      - 3) Fastenal Company
      - 4) MKT Fastening, LLC.
      - 5) Simpson Strong-Tie Co., Inc.; Masterset Fastening Systems Unit.
  - 2. Mechanical-Expansion Anchors: Insert-wedge-type, stainless steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
    - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      - 1) Cooper B-Line, Inc.; a division of Cooper Industries.
      - 2) Hilti Inc.
      - 3) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
      - 4) Fastenal Company
      - 5) MKT Fastening, LLC.
  - 3. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
  - 4. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.

5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
6. Toggle Bolts: All-steel springhead type.
7. Hanger Rods: Zinc plated low carbon threaded steel.

**2.2 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES**

- A. Description: Welded or bolted, structural-steel shapes, shop or field fabricated to fit dimensions of supported equipment.
- B. Materials: Comply with requirements in Division 05 Section "Metal Fabrications" for steel shapes and plates.

**PART 3 - EXECUTION**

**3.1 APPLICATION**

- A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.
- B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch in diameter.
- C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
  1. Secure raceways and cables to these supports with two-bolt conduit clamps.
- D. Spring-steel fasteners specifically designed for supporting single conduits or tubing may be used instead of malleable-iron hangers for 1-1/2-inch and smaller raceways serving lighting and receptacle branch circuits above suspended ceilings and for fastening raceways to slotted channel and angle supports.

**3.2 HANGERS AND PLATES**

- A. All horizontal conduit or equipment within the building that is hung shall be hung from building construction with beam clamps or inserts in concrete, galvanized threaded extension rods, and approved hangers. Hangers and supports shall be arranged to distribute the weight of conduit and equipment uniformly on the structure. All conduits shall be securely fastened in place by means of galvanized malleable or galvanized stamped steel clamps, hanger rings, inserts or other approved galvanized supports.
- B. All necessary structural supports and inserts to hang all conduit and other miscellaneous equipment shall be provided by this Contractor. Steel plates and other supports shall be installed in the concrete construction. Hanger rods shall be securely attached to plates. Where cutting is required for the installation of hangers, conduit and supports, all openings must be neatly drilled by the Electrical Contractor. Punching or chipping of concrete will not be permitted. All necessary openings shall be drilled in a location and manner satisfactory to the Engineer. All concrete damaged by the Electrical Contractor shall be patched, reinforced, or replaced as directed by the Engineer. Location of all holes and openings shall clear reinforcing

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steel in floor and roof decks. The Electrical Contractor shall coordinate all work with the General Contractor and shall determine exact locations of all supports and openings.

- C. Furnish and install all required concrete inserts. Multiple inserts shall not be installed in a concrete structural slab less than 4" thick. For concrete structural slabs less than 4" thick, the Contractor shall furnish and install structural beams, angles, etc., built into general construction, as required. Multiple inserts may be installed only where approved by the Engineer.
- D. The Contractor shall place all hanger and support inserts in concrete. Fish plates shall be installed where hangers are attached through steel decking.
- E. Safe working load shall not exceed 1/4 of proof test load of fastening devices.
- F. Use pipe straps or individual conduit hangers for supporting individual conduits.
- G. Support multiple conduit runs with trapeze hangers. Use trapeze hangers that are designed to support a load equal to or greater than the sum of the weights of the conduits, wires, hanger itself, and 200 pounds. Secure each conduit with U-bolts or other approved fasteners.
- H. Support conduit independently of junction boxes, pull boxes, fixtures, suspended ceiling T-bars, angle supports, and similar items.
- I. Independently support conduit. Do not use other supports i.e., (suspended ceilings, suspended ceiling supporting members, lighting fixtures, mechanical piping, or mechanical ducts).
- J. Fasteners and Supports in Solid Masonry and Concrete:
  - 1. New Construction: Use steel or malleable iron concrete inserts set in place prior to placing the concrete.
- K. Hollow Masonry: Toggle bolts are permitted. Bolts supported only by plaster are not acceptable.
- L. Metal Structures: Use machine screw fasteners or other devices specifically designed and approved for the application.
- M. Attachment by wood plugs, rawl plug, plastic, lead or soft metal anchors, or wood blocking and bolts supported only by plaster is prohibited.
- N. Chain, wire, or perforated strap shall not be used to support or fasten conduit.
- O. Vertical Supports: Vertical conduit runs shall have riser clamps and supports in accordance with the NEC and as shown. Provide supports for cable and wire with fittings that include internal wedges and retaining collars.

3.3 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.

- B. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.
  - C. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
    - 1. To Wood: Fasten with lag screws or through bolts.
    - 2. To New Concrete: Bolt to concrete inserts.
    - 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
    - 4. To Existing Concrete: Expansion anchor fasteners.
    - 5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches thick.
    - 6. To Steel: Welded threaded studs or spring-tension clamps on steel.
      - a. Field Welding: Comply with AWS D1.1/D1.1M.
    - 7. To Light Steel: Sheet metal screws.
    - 8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that meet seismic-restraint strength and anchorage requirements.
  - D. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.
- 3.4 INSTALLATION OF FABRICATED METAL SUPPORTS
- A. Comply with installation requirements in Division 05 Section "Metal Fabrications" for site-fabricated metal supports.
  - B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
  - C. Field Welding: Comply with AWS D1.1/D1.1M.
- 3.5 PAINTING
- A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.

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1. Apply paint by brush or spray to provide minimum dry film thickness of 2.0 mils.
- B. Touchup: Clean and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal.
- C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION 26 0529

**SECTION 26 0533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section Includes:
  - 1. Metal conduits and fittings.
  - 2. Nonmetallic conduits and fittings.
  - 3. Boxes, enclosures, and cabinets.
  - 4. Handholes and boxes for exterior underground cabling.
- B. Related Requirements:
  - 1. Section 078413 "Penetration Firestopping" for firestopping at conduit and box entrances.
  - 2. Section 260543 "Underground Ducts and Raceways for Electrical Systems" for exterior ductbanks, manholes, and underground utility construction.

**1.3 DEFINITIONS**

- A. GRC: Galvanized rigid steel conduit.
- B. IMC: Intermediate metal conduit.

**1.4 ACTION SUBMITTALS**

- A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.
- B. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.

**1.5 INFORMATIONAL SUBMITTALS**

- A. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of items involved:
  - 1. Structural members in paths of conduit groups with common supports.
  - 2. HVAC and plumbing items and architectural features in paths of conduit groups with common supports.
- B. Qualification Data: For professional engineer.



- C. Seismic Qualification Data: Certificates, for enclosures, cabinets, and conduit racks and their mounting provisions, including those for internal components, from manufacturer.
1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
  2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
  3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
  4. Detailed description of conduit support devices and interconnections on which the certification is based and their installation requirements.
- D. Source quality-control reports.

## **PART 2 - PRODUCTS**

### **2.1 METAL CONDUITS AND FITTINGS**

**A. Metal Conduit:**

1. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
2. GRC: Comply with ANSI C80.1 and UL 6.
3. EMT: Comply with ANSI C80.3 and UL 797.
4. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.

**B. Metal Fittings:**

1. Comply with NEMA FB 1 and UL 514B.
2. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
3. Fittings, General: Listed and labeled for type of conduit, location, and use.
4. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 1203 and NFPA 70.
5. Fittings for EMT:
  - a. Material: Steel.
  - b. Type: Setscrew.
6. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.

7. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch (1 mm), with overlapping sleeves protecting threaded joints.

- C. Joint Compound for IMC, GRC, or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

## 2.2 BOXES, ENCLOSURES, AND CABINETS

- A. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- B. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- C. Nonmetallic Outlet and Device Boxes: Comply with NEMA OS 2 and UL 514C.
- D. Metal Floor Boxes:
  1. Material: sheet metal.
  2. Type: Semi-adjustable.
  3. Shape: Rectangular.
  4. Listing and Labeling: Metal floor boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- E. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing 50 lb (23 kg). Outlet boxes designed for attachment of luminaires weighing more than 50 lb (23 kg) shall be listed and marked for the maximum allowable weight.
- F. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- G. Shall be of same material as recessed box.
- H. Cabinets:
  1. NEMA 250, Type 1 galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
  2. Hinged door in front cover with flush latch and concealed hinge.
  3. Key latch to match panelboards.
  4. Metal barriers to separate wiring of different systems and voltage.
  5. Accessory feet where required for freestanding equipment.
  6. Nonmetallic cabinets shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

## 2.3 HANDHOLES AND BOXES FOR EXTERIOR UNDERGROUND WIRING

- A. General Requirements for Handholes and Boxes:

1. Boxes and handholes for use in underground systems shall be designed and identified as defined in NFPA 70, for intended location and application.
  2. Boxes installed in wet areas shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Polymer-Concrete Handholes and Boxes with Polymer-Concrete Cover: Molded of sand and aggregate, bound together with polymer resin, and reinforced with steel, fiberglass, or a combination of the two.
1. Standard: Comply with SCTE 77.
  2. Configuration: Designed for flush burial with open bottom unless otherwise indicated.
  3. Cover: Weatherproof, secured by tamper-resistant locking devices and having structural load rating consistent with enclosure and handhole location.
  4. Cover Finish: Nonskid finish shall have a minimum coefficient of friction of 0.50.
  5. Cover Legend: Molded lettering.
  6. Conduit Entrance Provisions: Conduit-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.
- 2.4 SOURCE QUALITY CONTROL FOR UNDERGROUND ENCLOSURES
- A. Handhole and Pull-Box Prototype Test: Test prototypes of handholes and boxes for compliance with SCTE 77. Strength tests shall be for specified tier ratings of products supplied.
1. Tests of materials shall be performed by an independent testing agency.
  2. Strength tests of complete boxes and covers shall be by either an independent testing agency or manufacturer. A qualified registered professional engineer shall certify tests by manufacturer.
  3. Testing machine pressure gages shall have current calibration certification complying with ISO 9000 and ISO 10012 and traceable to NIST standards.

### **PART 3 - EXECUTION**

#### **3.1 RACEWAY APPLICATION**

- A. Outdoors: Apply raceway products as specified below unless otherwise indicated:
1. Exposed Conduit: GRC.
  2. Concealed Conduit, Aboveground: GRC.
  3. Underground Conduit: RNC, Type EPC-40-PVC.
  4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFNC.
  5. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.

- B. Indoors: Apply raceway products as specified below unless otherwise indicated:
  - 1. Exposed, Not Subject to Physical Damage: EMT.
  - 2. Exposed, Not Subject to Severe Physical Damage: EMT.
  - 3. Exposed and Subject to Severe Physical Damage: GRC. Raceway locations include the following:
    - a. Mechanical rooms.
  - 4. Concealed in Ceilings and Interior Walls and Partitions: EMT.
  - 5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
  - 6. Damp or Wet Locations: GRC.
  - 7. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 stainless steel in damp or wet locations.
- C. Minimum Raceway Size: 3/4-inch (21-mm)] trade size.
- D. Raceway Fittings: Compatible with raceways and suitable for use and location.
  - 1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
  - 2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
  - 3. EMT: Use setscrew fittings. Comply with NEMA FB 2.10.
  - 4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.
- E. Install nonferrous conduit or tubing for circuits operating above 60 Hz. Where aluminum raceways are installed for such circuits and pass through concrete, install in nonmetallic sleeve.
- F. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.
- G. Install surface raceways only where indicated on Drawings.
- H. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F (49 deg C).

### 3.2 INSTALLATION

- A. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.

- B. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
- C. Do not install raceways or electrical items on any "explosion-relief" walls or rotating equipment.
- D. Do not fasten conduits onto the bottom side of a metal deck roof.
- E. Keep raceways at least 6 inches (150 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- F. Complete raceway installation before starting conductor installation.
- G. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- H. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches (300 mm) of changes in direction.
- I. Make bends in raceway using large-radius preformed ells. Field bending shall be according to NFPA 70 minimum radii requirements. Use only equipment specifically designed for material and size involved.
- J. Conceal conduit within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- K. Support conduit within 12 inches (300 mm) of enclosures to which attached.
- L. Stub-Ups to Above Recessed Ceilings:
  - 1. Use EMT, IMC, or RMC for raceways.
  - 2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.
- M. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- N. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.
- O. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.
- P. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch (35mm) trade size and insulated throat metal bushings on 1-1/2-inch (41-mm) trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- Q. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.

- R. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.
- S. Cut conduit perpendicular to the length. For conduits 2-inch (53-mm) trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.
- T. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.
- U. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings according to NFPA 70.
- V. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:
  - 1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
  - 2. Where an underground service raceway enters a building or structure.
  - 3. Conduit extending from interior to exterior of building.
  - 4. Conduit extending into pressurized duct and equipment.
  - 5. Conduit extending into pressurized zones that are automatically controlled to maintain different pressure set points.
  - 6. Where otherwise required by NFPA 70.
- W. Comply with manufacturer's written instructions for solvent welding RNC and fittings.
- X. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between box and cover plate or supported equipment and box.
- Y. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- Z. Locate boxes so that cover or plate will not span different building finishes.
- AA. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
- BB. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.
- CC. Set metal floor boxes level and flush with finished floor surface.

DD. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.

### 3.3 INSTALLATION OF UNDERGROUND CONDUIT

#### A. Direct-Buried Conduit:

1. Excavate trench bottom to provide firm and uniform support for conduit. Prepare trench bottom as specified in Section 312000 "Earth Moving" for pipe less than 6 inches (150 mm) in nominal diameter.
2. Install backfill as specified in Section 312000 "Earth Moving."
3. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches (300 mm) of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction as specified in Section 312000 "Earth Moving."
4. Install manufactured duct elbows for stub-ups at poles and equipment and at building entrances through floor unless otherwise indicated. Encase elbows for stub-up ducts throughout length of elbow.
5. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through floor.
  - a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches (75 mm) of concrete for a minimum of 12 inches (300 mm) on each side of the coupling.
  - b. For stub-ups at equipment mounted on outdoor concrete bases and where conduits penetrate building foundations, extend steel conduit horizontally a minimum of 60 inches (1500 mm) from edge of foundation or equipment base. Install insulated grounding bushings on terminations at equipment.
6. Warning Planks: Bury warning planks approximately 12 inches (300 mm) above direct-buried conduits but a minimum of 6 inches (150 mm) below grade. Align planks along centerline of conduit.
7. Underground Warning Tape: Comply with requirements in Section 260553 "Identification for Electrical Systems."

### 3.4 INSTALLATION OF UNDERGROUND HANDHOLES AND BOXES

- A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.
- B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch (12.5-mm) sieve to No. 4 (4.75-mm) sieve and compacted to same density as adjacent undisturbed earth.
- C. Elevation: In paved areas, set so cover surface will be flush with finished grade. Set covers of other enclosures 1 inch (25 mm) above finished grade.

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- D. Install handholes with bottom below frost line.
- E. Install removable hardware, including pulling eyes, cable stanchions, cable arms, and insulators, as required for installation and support of cables and conductors and as indicated. Select arm lengths to be long enough to provide spare space for future cables but short enough to preserve adequate working clearances in enclosure.
- F. Field-cut openings for conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

3.5 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.6 FIRESTOPPING

- A. Install firestopping at penetrations of fire-rated floor and wall assemblies. Comply with requirements in Section 078413 "Penetration Firestopping."

3.7 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
  - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
  - 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

END OF SECTION 26 0533



**SECTION 26 0544 - SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

**A. Section Includes:**

1. Sleeves for raceway and cable penetration of non-fire-rated construction walls and floors.
2. Sleeve-seal systems.
3. Sleeve-seal fittings.
4. Grout.
5. Silicone sealants.

**B. Related Requirements:**

1. Section 078413 "Penetration Firestopping" for penetration firestopping installed in fire-resistance-rated walls, horizontal assemblies, and smoke barriers, with and without penetrating items.

**PART 2 - PRODUCTS**

**2.1 SLEEVES**

**A. Wall Sleeves:**

1. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, zinc coated, plain ends.
2. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop unless otherwise indicated.

**B. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies: Galvanized-steel sheet; 0.0239-inch (0.6-mm) minimum thickness; round tube closed with welded longitudinal joint, with tabs for screw-fastening the sleeve to the board.**

**C. Sleeves for Rectangular Openings:**

1. Material: Galvanized sheet steel.
2. Minimum Metal Thickness:

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- a. For sleeve cross-section rectangle perimeter less than 50 inches (1270 mm) and with no side larger than 16 inches (400 mm), thickness shall be 0.052 inch (1.3 mm).
- b. For sleeve cross-section rectangle perimeter 50 inches (1270 mm) or more and one or more sides larger than 16 inches (400 mm), thickness shall be 0.138 inch (3.5 mm).

2.2 SLEEVE-SEAL SYSTEMS

- A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.
  1. Sealing Elements: EPDM rubber interlocking links shaped to fit surface of pipe. Include type and number required for pipe material and size of pipe.
  2. Pressure Plates: Carbon steel.
  3. Connecting Bolts and Nuts: Carbon steel, with corrosion-resistant coating of length required to secure pressure plates to sealing elements.

2.3 SLEEVE-SEAL FITTINGS

- A. Description: Manufactured plastic, sleeve-type, waterstop assembly made for embedding in concrete slab or wall. Unit shall have plastic or rubber waterstop collar with center opening to match piping OD.

2.4 GROUT

- A. Description: Nonshrink; recommended for interior and exterior sealing openings in non-fire-rated walls or floors.
- B. Standard: ASTM C 1107/C 1107M, Grade B, post-hardening and volume-adjusting, dry, hydraulic-cement grout.
- C. Design Mix: 5000-psi (34.5-MPa), 28-day compressive strength.
- D. Packaging: Premixed and factory packaged.

2.5 SILICONE SEALANTS

- A. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants of grade indicated below.
  1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces that are not fire rated.
- B. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.

### **PART 3 - EXECUTION**

#### **3.1 SLEEVE INSTALLATION FOR NON-FIRE-RATED ELECTRICAL PENETRATIONS**

- A. Comply with NECA 1.
- B. Sleeves for Conduits Penetrating Above-Grade Non-Fire-Rated Concrete and Masonry-Unit Floors and Walls:
  - 1. Interior Penetrations of Non-Fire-Rated Walls and Floors:
    - a. Seal annular space between sleeve and raceway or cable, using joint sealant appropriate for size, depth, and location of joint. Comply with requirements in Section 079200 "Joint Sealants."
    - b. Seal space outside of sleeves with mortar or grout. Pack sealing material solidly between sleeve and wall so no voids remain. Tool exposed surfaces smooth; protect material while curing.
  - 2. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
  - 3. Size pipe sleeves to provide 1/4-inch (6.4-mm) annular clear space between sleeve and raceway or cable unless sleeve seal is to be installed
  - 4. Install sleeves for wall penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of walls. Cut sleeves to length for mounting flush with both surfaces of walls. Deburr after cutting.
- C. Sleeves for Conduits Penetrating Non-Fire-Rated Gypsum Board Assemblies:
  - 1. Use circular metal sleeves unless penetration arrangement requires rectangular sleeved opening.
  - 2. Seal space outside of sleeves with approved joint compound for gypsum board assemblies.
- D. Roof-Penetration Sleeves: Seal penetration of individual raceways and cables with flexible boot-type flashing units applied in coordination with roofing work.
- E. Aboveground, Exterior-Wall Penetrations: Seal penetrations using **steel** pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.
- F. Underground, Exterior-Wall and Floor Penetrations: Install cast-iron pipe sleeves. Size sleeves to allow for 1-inch (25-mm) annular clear space between raceway or cable and sleeve for installing sleeve-seal system.

#### **3.2 SLEEVE-SEAL-SYSTEM INSTALLATION**

- A. Install sleeve-seal systems in sleeves in exterior concrete walls and slabs-on-grade at raceway entries into building.
- B. Install type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical

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sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

3.3 SLEEVE-SEAL-FITTING INSTALLATION

- A. Install sleeve-seal fittings in new walls and slabs as they are constructed.
- B. Assemble fitting components of length to be flush with both surfaces of concrete slabs and walls. Position waterstop flange to be centered in concrete slab or wall.
- C. Secure nailing flanges to concrete forms.
- D. Using grout, seal the space around outside of sleeve-seal fittings.

END OF SECTION 26 0544

**SECTION 26 0553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section Includes:
  - 1. Identification for raceways.
  - 2. Identification of power and control cables.
  - 3. Identification for conductors.
  - 4. Equipment identification labels.
  - 5. Miscellaneous identification products.

**1.3 SUBMITTALS**

- A. Product Data: For each electrical identification product indicated.
- B. Identification Schedule: An index of nomenclature of electrical equipment and system components used in identification signs and labels.

**1.4 QUALITY ASSURANCE**

- A. Comply with ANSI A13.1 and IEEE C2.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

**1.5 COORDINATION**

- A. Coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual; and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.
- B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- C. Install identifying devices before installing acoustical ceilings and similar concealment.

## **PART 2 - PRODUCTS**

### **2.1 POWER RACEWAY IDENTIFICATION MATERIALS**

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway size.
- B. Colors for Raceways Carrying Circuits at 600 V or Less:
  - 1. Black letters on a white field.
  - 2. Legend: Indicate voltage.
- C. Colors for Raceways Carrying Circuits at More Than 600 V:
  - 1. Black letters on an orange field.
  - 2. Legend: "DANGER CONCEALED HIGH VOLTAGE WIRING" with 3-inch high letters on 20-inch centers.
- D. Snap-Around Labels for Raceways Carrying Circuits at 600 V or more: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.

### **2.2 CONDUCTOR IDENTIFICATION MATERIALS**

- A. Conductors rated at 600V or Less:
  - 1. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils thick by 1 to 2 inches wide.
- B. Conductors rated at more than 600V:
  - 1. Identified by a durable nonmetallic engraved tag at every point of access at both ingress and egress points of manholes. Tags shall be white with black lettering.

### **2.3 WARNING LABELS AND SIGNS**

- A. Comply with NFPA 70, and 29 CFR 1910.145.
- B. Self-Adhesive Warning Labels: Factory-printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment unless otherwise indicated.
- C. Baked-Enamel Warning Signs for interior use:
  - 1. Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for application.
  - 2. 1/4-inch grommets in corners for mounting.
  - 3. Nominal size, 7 by 10 inches.
- D. Metal-Backed, Butyrate Warning Signs for exterior use:

1. Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch galvanized-steel backing; and with colors, legend, and size required for application.
2. 1/4-inch grommets in corners for mounting.
3. Nominal size, 10 by 14 inches.

E. Provide arc flash hazard labels with the following information:

1. Flash Protection Boundary.
2. Incident Energy at 18" expressed in cal/cm<sup>2</sup>.
3. Hazard Risk Category.
4. PPE Required.
5. Voltage Shock Hazard.
6. Limited shock approach boundary.
7. Restricted shock approach boundary.
8. Prohibited shock approach boundary.

2.4 EQUIPMENT IDENTIFICATION LABELS

A. Engraved Plastic Nameplates and Signs: Engraving stock, melamine plastic laminate, minimum 1/8 inch thick.

1. Engraved legend with black letters on white face
2. Punched or drilled for mechanical fasteners.

2.5 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Touchup Paint: Select paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.
- C. Receptacle and switch cover plates shall have self adhesive labels that indicate panel and circuit number and durable wire markers or tags shall be used inside the outlet boxes.

**PART 3 - EXECUTION**

3.1 INSTALLATION

- A. Verify identity of each item before installing identification products.
- B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- C. Apply identification devices to surfaces that require finish after completing finish work.

- D. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- E. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- F. System Identification Color-Coding Bands for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas or use solid colored conduit as manufactured by Allied Tube and Conduit or equal.
  - 1. Apply the following colors to the systems listed below:
    - a. Fire Alarm System: Red.
    - b. Data/Communication: Blue.

### 3.2 IDENTIFICATION SCHEDULE

- A. Concealed Raceways, Duct Banks, More Than 600 V, within Buildings: Tape and stencil 4-inch wide black stripes on 10-inch centers over orange background that extends full length of raceway or duct and is 12 inches wide. Stencil legend "DANGER CONCEALED HIGH VOLTAGE WIRING" with 3-inch- high black letters on 20-inch centers. Stop stripes at legends. Apply to the following finished surfaces:
  - 1. Floor surface directly above conduits running beneath and within 12 inches of a floor that is in contact with earth or is framed above unexcavated space.
  - 2. Wall surfaces directly external to raceways concealed within wall.
  - 3. Accessible surfaces of concrete envelope around raceways in vertical shafts, exposed in the building, or concealed above suspended ceilings.
- B. Accessible Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive vinyl labels with the wiring system legend and system voltage. System legends shall be as follows:
  - 1. Power.
- C. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.
  - 1. Color-Coding for Phase and Voltage Level Identification, 600 V or Less: Use colors listed below for ungrounded service feeder and branch-circuit conductors.
    - a. Color shall be factory applied or field applied for sizes larger than No. 4 AWG, if authorities having jurisdiction permit.
    - b. Colors for 208/120-V Circuits:
      - 1) Phase A: Black.



- 2) Phase B: Red.
- 3) Phase C: Blue.
- 4) Neutral: White.
- 5) Ground: Green.
- 6) Isolated Ground: Green with yellow stripe.
- c. Colors for 480/277-V Circuits:
  - 1) Phase A: Brown.
  - 2) Phase B: Orange.
  - 3) Phase C: Yellow.
  - 4) Neutral: White.
  - 5) Ground: Green.
2. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
3. Power-Circuit Conductor Identification, More than 600 V: For conductors in vaults, pull and junction boxes, manholes, and handholes, use Tags that bear the following information:
  - a. Circuit voltage; i.e. 4160V.
  - b. Points of Origin and Termination; e.g. PIONEER HALL SWITCH #390 to PIONEER HALL SWITCH #336.
  - c. Size and number of conductors, including equipment ground; e.g. (3) 500KCMIL + #4GRD.
  - d. Class of insulation; i.e., 5kV, 133%.
- D. Date of installation; e.g. INSTALLED MAY 2018.
- E. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.
- F. Conductors to Be Extended in the Future: Attach write-on tags to conductors and list source.
- G. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
  1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
  2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.

3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.
- H. **Workspace Indication:** Install floor marking tape to show working clearances in the direction of access to live parts. Workspace shall be as required by NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.
- I. **Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting:** Self-adhesive warning labels.
1. Comply with 29 CFR 1910.145.
  2. Identify system voltage with black letters on an orange background.
  3. Apply to exterior of door, cover, or other access.
  4. For equipment with multiple power or control sources, apply to door or cover of equipment including, but not limited to, the following:
    - a. Power transfer switches.
    - b. Controls with external control power connections.
- J. **Operating Instruction Signs:** Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.
- K. **Equipment Identification Labels:** On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.
1. **Labeling Instructions:**
    - a. **Indoor Equipment:** Engraved, laminated acrylic or melamine label. Unless otherwise indicated, provide a single line of text with 1/2-inch high letters on 1-1/2-inch high label; where two lines of text are required, use labels 2 inches high.
    - b. **Outdoor Equipment:** Engraved, laminated acrylic or melamine label.
    - c. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.
  2. **Equipment to Be Labeled:**
    - a. **Panelboards:** Typewritten directory of circuits in the location provided by panelboard manufacturer. Panelboard identification shall be engraved, laminated acrylic or melamine label.
    - b. Enclosures and electrical cabinets.

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- c. Access doors and panels for concealed electrical items.
- d. Switchgear.
- e. Switchboards.
- f. Transformers: Label that includes tag designation shown on Drawings for the transformer, feeder, and panelboards or equipment supplied by the secondary.
- g. Enclosed switches.
- h. Enclosed circuit breakers.
- i. Enclosed controllers.
- j. Variable-speed controllers.
- k. Push-button stations.
- l. Power transfer equipment.
- m. Contactors.
- n. Remote-controlled switches, dimmer modules, and control devices.
- o. Receptacles.
- p. Lighting Switches.

END OF SECTION 26 0553

**SECTION 26 2213 - LOW-VOLTAGE DISTRIBUTION TRANSFORMERS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. Section includes distribution, dry-type transformers with a nominal primary and secondary rating of 600 V and less, with capacities up to 1500 kVA.

**1.3 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type and size of transformer.
  - 2. Include rated nameplate data, capacities, weights, dimensions, minimum clearances, installed devices and features, and performance for each type and size of transformer.
- B. Shop Drawings:
  - 1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
  - 2. Vibration Isolation Base Details: Detail fabrication including anchorages and attachments to structure and to supported equipment.
  - 3. Include diagrams for power, signal, and control wiring.

**1.4 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For testing agency.
- B. Seismic Qualification Data: Certificates, for transformers, accessories, and components, from manufacturer.
  - 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
  - 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
  - 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- C. Source quality-control reports.
- D. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For transformers to include in emergency, operation, and maintenance manuals.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Accredited by NETA.
  - 1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Inspection: On receipt, inspect for and note any shipping damage to packaging and transformer.
  - 1. If manufacturer packaging is removed for inspection, and transformer will be stored after inspection, re-package transformer using original or new packaging materials that provide protection equivalent to manufacturer's packaging.
- B. Storage: Store in a warm, dry, and temperature-stable location in original shipping packaging.
- C. Temporary Heating: Apply temporary heat according to manufacturer's written instructions within the enclosure of each ventilated-type unit, throughout periods during which equipment is not energized and when transformer is not in a space that is continuously under normal control of temperature and humidity.
- D. Handling: Follow manufacturer's instructions for lifting and transporting transformers.

**PART 2 - PRODUCTS**

2.1 MANUFACTURERS

- A. Source Limitations: Obtain each transformer type from single source from single manufacturer.
  - 1. Square-D
  - 2. Eaton.
  - 3. General Electric Co.
  - 4. Siemens

2.2 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Transformers shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
  - 1. The term "withstand" means "the transformer will remain in place without separation of any parts when subjected to the seismic forces specified and the transformer will be fully operational after the seismic event."

2.3 GENERAL TRANSFORMER REQUIREMENTS

- A. Description: Factory-assembled and -tested, air-cooled units for 60-Hz service.

- B. Comply with NFPA 70.
  - 1. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- C. Transformers Rated 15 kVA and Larger:
  - 1. Comply with 10 CFR 431 (DOE 2016) efficiency levels.
  - 2. Marked as compliant with DOE 2016 efficiency levels by an NRTL.
- D. Shipping Restraints: Paint or otherwise color-code bolts, wedges, blocks, and other restraints that are to be removed after installation and before energizing. Use fluorescent colors that are easily identifiable inside the transformer enclosure.

#### 2.4 DISTRIBUTION TRANSFORMERS

- A. Comply with NFPA 70.
- B. Cores: Electrical grade, non-aging silicon steel with high permeability and low hysteresis losses.
  - 1. One leg per phase.
  - 2. Core volume shall allow efficient transformer operation at 10 percent above the nominal tap voltage.
  - 3. Grounded to enclosure.
- C. Coils: Continuous windings without splices except for taps.
  - 1. Coil Material: Aluminum.
  - 2. Internal Coil Connections: Brazed or pressure type.
  - 3. Terminal Connections: Bolted.
- D. Encapsulation: Transformers smaller than 30 kVA shall have core and coils completely resin encapsulated.
- E. Enclosure: Ventilated.
  - 1. NEMA 250, Type 2: Core and coil shall be encapsulated within resin compound to seal out moisture and air.
  - 2. KVA Ratings: Based on convection cooling only and not relying on auxiliary fans.
  - 3. Wiring Compartment: Sized for conduit entry and wiring installation.
  - 4. Finish: Comply with NEMA 250.
    - a. Finish Color: Gray, weather-resistant enamel.

- F. Taps for Transformers 25 kVA and Larger: Two 2.5 percent taps above and two 2.5 percent taps below normal full capacity.
- G. Insulation Class, 30 kVA and Larger: 220 deg C, UL-component-recognized insulation system with a maximum of 115 deg C rise above 40 deg C ambient temperature.
- H. Grounding: Provide ground-bar kit or a ground bar installed on the inside of the transformer enclosure.
- I. Electrostatic Shielding: Each winding shall have an independent, single, full-width copper electrostatic shield arranged to minimize interwinding capacitance.
  - 1. Arrange coil leads and terminal strips to minimize capacitive coupling between input and output terminals.
  - 2. Include special terminal for grounding the shield.
- J. Neutral: Rated 200 percent of full load current for K-factor-rated transformers.

## 2.5 IDENTIFICATION

- A. Nameplates: Engraved, laminated-acrylic or melamine plastic signs for each distribution transformer, mounted with corrosion-resistant screws. Nameplates and label products are specified in Section 260553 "Identification for Electrical Systems."
- B. Nameplates: Self-adhesive label for each distribution transformer. Self-adhesive labels are specified in Section 260553 "Identification for Electrical Systems."

## 2.6 SOURCE QUALITY CONTROL

- A. Test and inspect transformers according to IEEE C57.12.01 and IEEE C57.12.91.
  - 1. Resistance measurements of all windings at rated voltage connections and at all tap connections.
  - 2. Ratio tests at rated voltage connections and at all tap connections.
  - 3. Phase relation and polarity tests at rated voltage connections.
  - 4. No load losses, and excitation current and rated voltage at rated voltage connections.
  - 5. Impedance and load losses at rated current and rated frequency at rated voltage connections.
  - 6. Applied and induced tensile tests.
  - 7. Regulation and efficiency at rated load and voltage.
  - 8. Insulation-Resistance Tests:
    - a. High-voltage to ground.
    - b. Low-voltage to ground.
    - c. High-voltage to low-voltage.

9. Temperature tests.

**PART 3 - EXECUTION**

**3.1 EXAMINATION**

- A. Examine conditions for compliance with enclosure- and ambient-temperature requirements for each transformer.
- B. Verify that field measurements are as needed to maintain working clearances required by NFPA 70 and manufacturer's written instructions.
- C. Examine walls, floors, roofs, and concrete bases for suitable mounting conditions where transformers will be installed.
- D. Verify that ground connections are in place and requirements in Section 260526 "Grounding and Bonding for Electrical Systems" have been met. Maximum ground resistance shall be 5 ohms at location of transformer.
- E. Environment: Enclosures shall be rated for the environment in which they are located. Covers for NEMA 250, Type 4X enclosures shall not cause accessibility problems.
- F. Proceed with installation only after unsatisfactory conditions have been corrected.

**3.2 INSTALLATION**

- A. Install transformers level and plumb on a concrete base with vibration-dampening supports. Locate transformers away from corners and not parallel to adjacent wall surface.
- B. Secure transformer to concrete base according to manufacturer's written instructions.
- C. Secure covers to enclosure and tighten all bolts to manufacturer-recommended torques to reduce noise generation.
- D. Remove shipping bolts, blocking, and wedges.

**3.3 CONNECTIONS**

- A. Ground equipment according to Section 260526 "Grounding and Bonding for Electrical Systems."
- B. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."
- C. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- D. Provide flexible connections at all conduit and conductor terminations and supports to eliminate sound and vibration transmission to the building structure.

**3.4 FIELD QUALITY CONTROL**

- A. Perform tests and inspections with the assistance of a factory-authorized service representative.



**B. Small (Up to 167-kVA Single-Phase or 500-kVA Three-Phase) Dry-Type Transformer Field Tests:**

1. Visual and Mechanical Inspection.
  - a. Inspect physical and mechanical condition.
  - b. Inspect anchorage, alignment, and grounding.
  - c. Verify that resilient mounts are free and that any shipping brackets have been removed.
  - d. Verify the unit is clean.
  - e. Perform specific inspections and mechanical tests recommended by manufacturer.
  - f. Verify that as-left tap connections are as specified.
  - g. Verify the presence of surge arresters and that their ratings are as specified.
2. Electrical Tests:
  - a. Measure resistance at each winding, tap, and bolted connection.
  - b. Perform insulation-resistance tests winding-to-winding and each winding-to-ground. Apply voltage according to manufacturer's published data. In the absence of manufacturer's published data, comply with NETA ATS, Table 100.5. Calculate polarization index: the value of the index shall not be less than 1.0.
  - c. Perform turns-ratio tests at all tap positions. Test results shall not deviate by more than one-half percent from either the adjacent coils or the calculated ratio. If test fails, replace the transformer.
  - d. Verify correct secondary voltage, phase-to-phase and phase-to-neutral, after energization and prior to loading.

**C. Large (Larger Than 167-kVA Single Phase or 500-kVA Three Phase) Dry-Type Transformer Field Tests:**

1. Visual and Mechanical Inspection:
  - a. Inspect physical and mechanical condition.
  - b. Inspect anchorage, alignment, and grounding.
  - c. Verify that resilient mounts are free and that any shipping brackets have been removed.
  - d. Verify the unit is clean.
  - e. Perform specific inspections and mechanical tests recommended by manufacturer.
  - f. Verify that as-left tap connections are as specified.
  - g. Verify the presence of surge arresters and that their ratings are as specified.

2. Electrical Tests:

- a. Measure resistance at each winding, tap, and bolted connection.
  - b. Perform insulation-resistance tests winding-to-winding and each winding-to-ground. Apply voltage according to manufacturer's published data. In the absence of manufacturer's published data, comply with NETA ATS, Table 100.5. Calculate polarization index: the value of the index shall not be less than 1.0.
  - c. Perform power-factor or dissipation-factor tests on all windings.
  - d. Perform turns-ratio tests at all tap positions. Test results shall not deviate by more than one-half percent from either the adjacent coils or the calculated ratio. If test fails, replace the transformer.
  - e. Perform an excitation-current test on each phase.
  - f. Perform an applied voltage test on all high- and low-voltage windings to ground. See IEEE C57.12.91, Sections 10.2 and 10.9.
  - g. Verify correct secondary voltage, phase-to-phase and phase-to-neutral, after energization and prior to loading.
- D. Remove and replace units that do not pass tests or inspections and retest as specified above.
- E. Infrared Scanning: Two months after Substantial Completion, perform an infrared scan of transformer connections.
1. Use an infrared-scanning device designed to measure temperature or detect significant deviations from normal values. Provide documentation of device calibration.
  2. Perform two follow-up infrared scans of transformers, one at four months and the other at 11 months after Substantial Completion.
  3. Prepare a certified report identifying transformer checked and describing results of scanning. Include notation of deficiencies detected, remedial action taken, and scanning observations after remedial action.
- F. Test Labeling: On completion of satisfactory testing of each unit, attach a dated and signed "Satisfactory Test" label to tested component.

3.5 ADJUSTING

- A. Record transformer secondary voltage at each unit for at least 48 hours of typical occupancy period. Adjust transformer taps to provide optimum voltage conditions at secondary terminals. Optimum is defined as not exceeding nameplate voltage plus 5 percent and not being lower than nameplate voltage minus 3 percent at maximum load conditions. Submit recording and tap settings as test results.
- B. Output Settings Report: Prepare a written report recording output voltages and tap settings.

3.6 CLEANING

- A. Vacuum dirt and debris; do not use compressed air to assist in cleaning.

END OF SECTION 26 2213

SECTION 26 2726 - WIRING DEVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
  - 1. Receptacles, receptacles with integral GFCI, and associated device plates.
  - 2. Snap switches and wall-box dimmers.

1.3 DEFINITIONS

- A. EMI: Electromagnetic interference.
- B. GFCI: Ground-fault circuit interrupter.
- C. Pigtail: Short lead used to connect a device to a branch-circuit conductor.
- D. RFI: Radio-frequency interference.
- E. TVSS: Transient voltage surge suppressor.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.
- C. Samples: One for each type of device and wall plate specified, in each color specified.
- D. Field quality-control test reports.
- E. Operation and Maintenance Data: For wiring devices to include in all manufacturers' packing label warnings and instruction manuals that include labeling conditions.

1.5 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with NFPA 70.
- C. All wiring devices shall be provided by a single source.

**PART 2 - PRODUCTS**

2.1 MANUFACTURERS

- A. Manufacturers' Names: Shortened versions (shown in parentheses) of the following manufacturers' names are used in other Part 2 articles:
  - 1. Manufacturers listed below produce an extensive line of nationally distributed wiring devices. Add manufacturers if desired.
  - 2. Cooper Wiring Devices; a division of Cooper Industries, Inc. (Cooper).
  - 3. Hubbell Incorporated; Wiring Device-Kellems (Hubbell).
  - 4. Leviton Mfg. Company Inc. (Leviton).
  - 5. Pass & Seymour/Legrand; Wiring Devices & Accessories (Pass & Seymour).

2.2 STRAIGHT BLADE RECEPTACLES

- A. Convenience Receptacles, light industrial specification grade 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 configuration 5-20R, UL 498 and FS W-C-596.
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Cooper; AH5361 (single), AH5362 (duplex).
    - b. Hubbell; HBL5361 (single), 5362 (duplex).
    - c. Leviton; 5891 (single), 5362 (duplex).
    - d. Pass & Seymour; 5361 (single), 5362 (duplex).

2.3 GFCI RECEPTACLES

- A. General Description: Straight blade, feed-through type. Comply with NEMA WD 1, NEMA WD 6, UL 498, and UL 943, Class A, and include indicator light that is lighted when device is tripped.

- B. Duplex GFCI Convenience Receptacles, 125 V, 20 A. Where required by the National Electrical Code Receptacle shall be stamped with a 'WR' on the face of the receptacle:

1. Products: Subject to compliance with requirements, provide one of the following:
  - a. Cooper; VGF20A.
  - b. Hubbell; GF20LA.
  - c. Leviton; 7899.
  - d. Pass & Seymour; 2095HG.

## 2.4 SNAP SWITCHES

- A. Comply with NEMA WD 1 and UL 20.

- B. Switches, 120/277 V, 20 A:

1. Products: Subject to compliance with requirements, provide one of the following:
  - a. Cooper; AH2221 (single pole), AH2222 (two pole), AH2223 (three way), AH2224 (four way).
  - b. Hubbell; 1221 (single pole), 1222 (two pole), 1223 (three way), 1224 (four way).
  - c. Leviton; 1221-2 (single pole), 1222-2 (two pole), 1223-2 (three way), 1224-2 (four way).
  - d. Pass & Seymour; PS20AC1 (single pole), PS20AC2 (two pole), PS20AC3 (three way), PS20AC4 (four way).

- C. Key-Operated Switches, 120/277 V, 20 A:

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
2. Products: Subject to compliance with requirements, provide one of the following:
  - a. Cooper; AH2221L.
  - b. Hubbell; HBL1221L.
  - c. Leviton; 1221-2L.
  - d. Pass & Seymour; PS20AC1-L.
3. Description: Single pole, with factory-supplied key in lieu of switch handle.

## 2.5 WALL PLATES

- A. Single and combination types to match corresponding wiring devices.
  - 1. Plate-Securing Screws: Metal with head color to match plate finish.
  - 2. Material for Finished Spaces: 0.035-inch- thick, satin-finished stainless steel.
  - 3. Material for Unfinished Spaces: Galvanized steel RS Cover.
  - 4. Material for Wet and Damp Locations: Cast aluminum with spring-loaded lift cover, and listed and labeled for use in "wet locations." NEMA 250, complying with type 3R weather-resistant, die-cast aluminum with lockable cover. Cover shall be weatherproof 'While-in - Use' type. Gray in color.

## 2.6 FINISHES

- A. Color: Wiring device catalog numbers in Section Text do not designate device color.
  - 1. Wiring Devices Connected to Normal Power System: Silver.
  - 2. Wiring Devices Connected to Emergency Power System: Red.

## **PART 3 - EXECUTION**

### 3.1 INSTALLATION

- A. Comply with NECA 1, including the mounting heights listed in that standard, unless otherwise noted.
- B. Coordination with Other Trades:
  - 1. Take steps to insure that devices and their boxes are protected. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of the boxes.
  - 2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
  - 3. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
  - 4. Install wiring devices after all wall preparation, including painting, is complete.
- C. Conductors:
  - 1. Do not strip insulation from conductors until just before they are spliced or terminated on devices.

2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or cutting strands from stranded wire.
3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.
4. Existing Conductors:
  - a. Existing Conductors shall not be reused. Remove existing and re-pull new in existing conduits.

D. Device Installation:

1. Replace all devices that have been in temporary use during construction or that show signs that they were installed before building finishing operations were complete.
2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
4. Connect devices to branch circuits using pigtails that are not less than 6 inches in length.
5. Stranded wire shall be terminated to all wiring devices with approved fork terminals on side mounted terminating screws.
6. Use a torque screwdriver when a torque is recommended or required by the manufacturer.
7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
8. Tighten unused terminal screws on the device.
9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device mounting screws in yokes, allowing metal-to-metal contact.

E. Receptacle Orientation:

1. Install ground pin of vertically mounted receptacles up.

F. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.

G. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.

H. Adjust locations of floor service outlets and service poles to suit arrangement of partitions and furnishings. It is the electrical contractors responsibility to coordinate with all trades the location and installation of service poles to not interfere with lighting, ductwork, cable tray, furniture, etc.



- I. Any outlet installed by the Contractor in such a location as to be out of proper relation to beams, walls, or other details of the building, shall be corrected by and at the expense of the Contractor.
  - J. Unless otherwise indicated, outlet boxes in walls shall be located with centerline at the following elevations above finished floor:
    - 1. Wall Switch Outlets : 4'-0", except as hereinafter specified.
    - 2. Convenience Outlets: 1'-6", or 6" above back splash of countertops.
    - 3. Distribution Cabinets: 6'-6" to top.
    - 4. Fire Alarm Stations: 3'-8", and Labor and Industry requirements.
    - 5. Fire Alarm Indicating Devices: 6'-8", or 6" below ceiling height, whichever is lower.
    - 6. Miscellaneous Equipment Outlets: Manufacturer's Recommendations.
  - K. Where outlets are designated with centerline at 8'-0" and ceiling heights are 8'-6" or lower, outlets shall be located with centerline 1'-0" below ceiling. Thermostat and other outlet locations shall vary from above heights where applicable State or Local Codes differ from the above.
  - L. These heights may be changed to meet building conditions, in which case the Contractor shall use new dimensions given him by the Engineer. All fire alarm stations and sounding devices shall be installed on same vertical centerline. Outlets shall be located in a symmetrical manner. The Electrical Contractor shall cooperate with the General Contractor in locating ceiling fixtures in rooms and other locations where acoustical tile ceilings are installed. Fixtures shall be located symmetrically on centers of tile blocks where possible.
  - M. New switches shall be located in accordance with physically handicapped regulations and in accordance with ANSI A117.1-1980 Standards and the Americans With Disabilities Act (ADA). Switches shall be located with centerline 3'-10" above floor. Switches at counters and where required for a high forward reach shall be mounted with centerline at 3'-10" maximum. Where new switches are located adjacent to existing switches, and they are side reach accessible, the switches may be mounted at the same height, except in no case shall the switches be located more than 4'-6" above floor to the centerline.
  - N. Where the Drawings indicate the exact locations of various items the Contractor shall follow the Drawings provided the locations do not conflict with applicable codes and regulations.
- 3.2 IDENTIFICATION
- A. Comply with Division 26 Section "Identification for Electrical Systems."
    - 1. Receptacles: Identify panelboard and circuit number from which served. Use hot, stamped or engraved machine printing with black-filled lettering on face of plate, and durable wire markers or tags inside outlet boxes.

3.3 FIELD QUALITY CONTROL

A. Perform tests and inspections and prepare test reports.

1. In healthcare facilities, prepare reports that comply with recommendations in NFPA 99.
2. Test Instruments: Use instruments that comply with UL 1436.
3. Test Instrument for Convenience Receptacles: Digital wiring analyzer with digital readout or illuminated LED indicators of measurement.

B. Tests for Convenience Receptacles:

1. Line Voltage: Acceptable range is 105 to 132 V.
2. Percent Voltage Drop under 15-A Load: A value of 5 percent or higher is not acceptable.
3. Ground Impedance: Values of up to 2 ohms are acceptable.
4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
5. Using the test plug, verify that the device and its outlet box are securely mounted.
6. The tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault current path, defective devices, or similar problems. Correct circuit conditions, remove malfunctioning units and replace with new ones, and retest as specified above.

END OF SECTION 26 2726

**SECTION 26 2816 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes individually mounted enclosed switches and circuit breakers used for the following:
  - 1. Feeder and branch-circuit protection.
  - 2. Motor and equipment disconnecting means.

**1.3 SUBMITTALS**

- A. Product Data: For each type of switch, circuit breaker, accessory, and component indicated. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.
- B. Shop Drawings: For each switch and circuit breaker.
  - 1. Dimensioned plans, elevations, sections, and details, including required clearances and service space around equipment. Show tabulations of installed devices, equipment features, and ratings. Include the following:
    - a. Enclosure types and details for types other than NEMA 250, Type 1.
    - b. Current and voltage ratings.
    - c. Short-circuit current rating.
    - d. Features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
  - 2. Wiring Diagrams: Power, signal, and control wiring. Differentiate between manufacturer-installed and field-installed wiring.
- C. Field Test Reports: Submit written test reports and include the following:
  - 1. Test procedures used.
  - 2. Test results that comply with requirements.
  - 3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.
- D. Manufacturer's field service report.

- E. Maintenance Data: For enclosed switches and circuit breakers and for components to include in maintenance manuals specified in Division 1. In addition to requirements specified in Division 1 Section "Closeout Procedures," include the following:
    - 1. Routine maintenance requirements for components.
    - 2. Manufacturer's written instructions for testing and adjusting switches and circuit breakers.
    - 3. Time-current curves, including selectable ranges for each type of circuit breaker.
- 1.4 QUALITY ASSURANCE
- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
  - B. Comply with NEMA AB 1, NEMA FU1 and NEMA KS 1.
  - C. Comply with NFPA 70 and NFPA 72.
  - D. Comply with UL 98, UL 248 and UL 508A.
  - E. Comply with ANSI/ASME 17.1.
  - F. Product Selection for Restricted Space: Drawings indicate maximum dimensions for enclosed switches and circuit breakers, including clearances between enclosures, and adjacent surfaces and other items. Comply with indicated maximum dimensions.
- 1.5 COORDINATION
- A. Coordinate layout and installation of switches, circuit breakers, and components with other construction, including conduit, piping, equipment, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

## **PART 2 - PRODUCTS**

### **2.1 MANUFACTURERS**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Fusible Switches and Molded-Case Circuit Breakers:
    - a. Eaton Corp.; Cutler-Hammer Products.
    - b. Square D Co.
    - c. General Electric Co.
    - d. Siemens

### **2.2 ENCLOSED SWITCHES**

- A. Enclosed, Nonfusible Switch: NEMA KS 1, Type HD, with lockable handle.

- B. Enclosed, Fusible Switch, 800 A and Smaller: NEMA KS 1, Type HD, with Class "R" or "L" clips to accommodate specified fuses, lockable handle with two padlocks, and interlocked with cover in closed position.

### 2.3 ENCLOSED CIRCUIT BREAKERS

- A. Molded-Case Circuit Breaker: NEMA AB 1, with interrupting capacity to meet available fault currents.
  - 1. Comply with molded-case circuit breaker specifications in the Division 26 section, "Panelboards."

### 2.4 ENCLOSURES

- A. NEMA AB 1 and NEMA KS 1 to meet environmental conditions of installed location.
  - 1. Outdoor Locations: NEMA 250, Type 3R.
  - 2. Other Wet or Damp Indoor Locations: NEMA 250, Type 4.

### 2.5 FACTORY FINISHES

- A. Finish: Manufacturer's standard color paint applied to factory-assembled and -tested enclosures before shipping.

## **PART 3 - EXECUTION**

### 3.1 EXAMINATION

- A. Examine elements and surfaces to receive enclosed switches and circuit breakers for compliance with installation tolerances and other conditions affecting performance.
  - 1. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. Comply with mounting and anchoring requirements specified in Division 26 "Common Work Results for Electrical."

### 3.3 IDENTIFICATION

- A. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs as specified in Division 26 Section "Common Work Results for Electrical."
- B. Enclosure Nameplates: Label each enclosure with engraved metal or laminated-plastic nameplate mounted with corrosion-resistant screws.

### 3.4 CONNECTIONS

- A. Install equipment grounding connections for switches and circuit breakers with ground continuity to main electrical ground bus.
- B. Install power wiring. Install wiring between switches and circuit breakers, and control and indication devices.

- C. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

### 3.5 FIELD QUALITY CONTROL

- A. Prepare for acceptance tests as follows:
  - 1. Test insulation resistance for each enclosed switch, circuit breaker, component, and control circuit.
  - 2. Test continuity of each line- and load-side circuit.
- B. Testing: After installing enclosed switches and circuit breakers and after electrical circuitry has been energized, demonstrate product capability and compliance with requirements.
  - 1. Procedures: Perform each visual and mechanical inspection and electrical test indicated in NETA ATS, Section 7.5 for switches and Section 7.6 for molded-case circuit breakers. Certify compliance with test parameters.
  - 2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.

### 3.6 ADJUSTING

- A. Set field-adjustable switches and circuit-breaker trip ranges as indicated on the selective coordination study to be provided by this Contractor.

### 3.7 CLEANING

- A. On completion of installation, inspect interior and exterior of enclosures. Remove paint splatters and other spots. Vacuum dirt and debris; do not use compressed air to assist in cleaning. Repair exposed surfaces to match original finish.

END OF SECTION 26 2816

**MAUREEN McCaULEY**  
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

**ADDENDUM #1**

**April 21, 2022**

**RFP 7249 Architectural/Engineering Design Services for HVAC and WAMS and Palace Theatre**

**Please refer to the questions and answers below.**

**Question:** The RFP includes 35% Design Drawings that are not legible. Can legible drawings be provided with the RFP?

**Answer:** The City will provide the selected firm with a set of legible drawings upon contract.

**Question:** What is the budget for the project?

**Answer:** The budget is not available.

**Thank you.**

**Maureen McCauley**

**Assistant Director of Purchasing – City of Waterbury**



# Request for Proposal #7249

The City of Waterbury  
Department of Education

Prepared For  
**Architectural/Engineering  
Design Services For  
Assessment Of Mechanical  
System Alterations (HVAC)  
For The Waterbury Arts  
Magnet School (WAMS)  
And The Palace Theater**

HFL File No. 2022-6000.16

May 2, 2022

Prepared By:

**H.F. LENZ  
COMPANY**  
*Engineering*

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Suite 237  
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Johnstown, Pittsburgh, Lancaster, PA | Middletown, CT | Coneuat, OH





**H.F. LENZ  
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Middletown, CT 06457  
Phone: 860-316-2124

May 2, 2022

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

Subject: Proposal for Assessment of Mechanical System Alterations for the  
Waterbury Arts Magnet School (WAMS) and the Palace Theater  
RFP #7249

Dear Mr. McCaffery:

H.F. Lenz Company (HFL) is enthusiastic about the opportunity to provide the Professional Services for the subject project. Our full-service Project Team will be able to begin the project upon notice-to-proceed and fulfill all project requirements. Our Firm is prepared to bring the following strengths and benefits to this project:

- Over 1,100 public school projects completed in our 76 years of existence.
- Extensive experience with HVAC improvements projects, including previous experience at the WAMS and Palace Theater.
- Local Presence for Quick Responses. HFL's office to serve this contract is in Middletown, Connecticut.
- Extensive experience with our Architectural subconsultant, Christopher Williams Architects, LLC.
- Senior-Level Personnel. Our Project Team consists of senior-level professionals who will remain involved with the project throughout its duration.
- Adequate and available multi-discipline personnel based in our Connecticut Office, with full multi-discipline back-up support from our Headquarters Office.
- State-of-the art analytical and design tools for detailed and highly accurate data that can be quickly incorporated into reports, drawings, and other deliverables.
- Firm Stability. This is our 76th year in business. We have one of the lowest rates of employee turnover in our industry.
- Proven ability to work in collaboration with Owners and other consultants throughout the project while placing the Owner's interests first.

Thank you for the opportunity to submit our proposal for this project. We look forward to the next steps in the selection process, including a possible oral discussion. In the meantime, we will be happy to answer any questions you may have regarding our submission.

Sincerely,

H.F. LENZ COMPANY

Scott A. Kraynak, P.E., LEED AP  
Project Manager

H.F. LENZ COMPANY

Joel C. Shumaker, P.E., LEED AP  
Principal

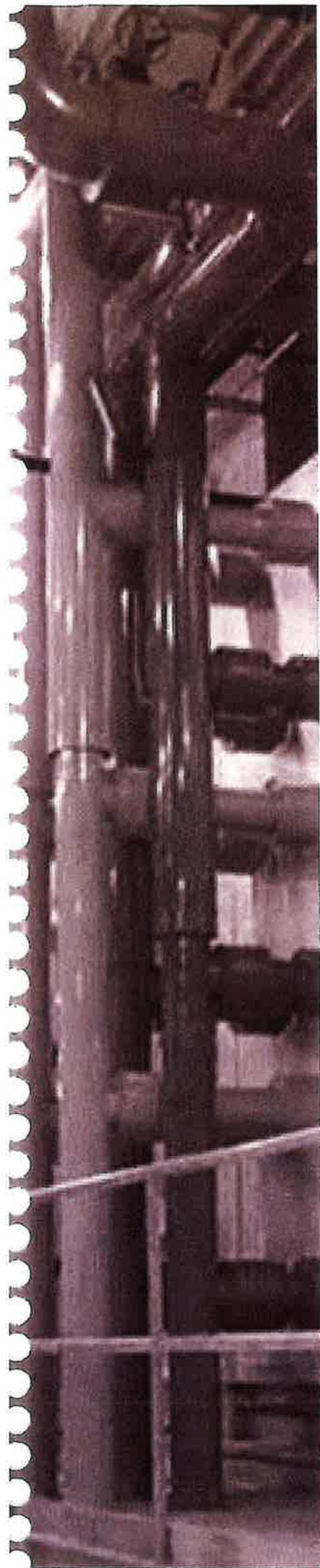


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## 1. Proposer Information

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## Proposer Information

**Firm Name:** H.F. Lenz Company

**Permanent Main Office Address:** 1407 Scalp Avenue, Johnstown, PA 15904

**Date Firm Organized:** 1946, Incorporated December 2, 1953

**Legal form of ownership:** Corporation, Incorporated in Pennsylvania

**Years engaged in providing services under present name:** 68 years

### Principal Members of the Organization:



Thomas F. Deter, P.E.  
Title: President  
Background: Licensed Professional Electrical Engineer  
Experience: 35 years total / 30 years with H.F. Lenz Company  
Areas of specialization: Colleges & Universities, Federal & State Government, Manufacturing & Industrial Facilities



Steven J. Gridley, P.E.  
Title: Sr. Vice President  
Background: Licensed Professional Mechanical Engineer  
Experience: 43 years, all with H.F. Lenz Company  
Areas of specialization: Education (K-12), Colleges & Universities, Sports & Recreation Facilities



David A. Blackner, P.E.  
Title: Secretary  
Background: Licensed Professional Structural Engineer  
Experience: 33 years total / 24 years with H.F. Lenz Company  
Areas of specialization: Federal & State Government, Manufacturing & Industrial Facilities, Commercial Offices, Data Centers



Keith A. Gindlesperger, P.E.  
Title: Vice President  
Background: Licensed Professional Civil Engineer  
Experience: 24 years, all with H.F. Lenz Company  
Areas of specialization: Federal Government, Colleges & Universities, Warehousing & Manufacturing Facilities



Joel C. Shumaker, P.E., LEED AP  
Title: Principal  
Background: Licensed Professional Electrical Engineer  
Experience: 37 years, all with H.F. Lenz Company  
Areas of specialization: Education (K-12), Colleges & Universities, Libraries, Federal & State Government





## 2. Experience, Expertise, & Capabilities

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## Philosophy Statement

Our Business Philosophy is one where we strive to develop long-term business relationships with our Clients, as opposed to "chasing projects". Two essential prerequisites lay the foundation for this philosophy. First, we take the time to understand our Client's business and how it operates. Second, we proactively involve the client in the development of appropriate solutions. In our role as partner, we help the client understand how well the available alternatives satisfy the project's own unique, prioritized set of objectives.

A remarkable 90 percent of our work consists of repeat commissions from clients who appreciate our responsive, value added service.

## Primary Business Focus

Our business focus is providing Mechanical, Electrical, Plumbing, and Fire Protection (MEP) engineering services for commercial, institutional, and industrial buildings. This includes high quality, sustainable, flexible, and cost effective HVAC systems, electrical distribution systems, plumbing systems, and fire protection/ life safety systems.

We believe that multi-discipline engineering projects should be approached holistically--from planning and design through construction administration and commissioning.

## Summary of Relevant Experience

**Project:** Yale Telecom Switch Room Upgrades

**Organization Name:** Yale University

**Contact Person:** Michael Gibbons, Coordinator, Internal Operations, 203-432-1112

**Services Provided:** Telecom Engineering

**Dates of Services:** 2017-2021

**Completed within Original Time & Budget:** Yes

**Project:** Administrative Data Center Upgrades

**Organization Name:** Yale University

**Contact Person:** Louis Tiseo, Information Technology Services and Production Services, 203-432-2522

**Services Provided:** Mechanical, Electrical, and Plumbing Engineering

**Dates of Services:** 2018-2021

**Completed within Original Time & Budget:** Yes, under 3 separate phases

**Project:** Temporary Vivarium Lab Space

**Organization Name:** Yale University

**Contact Person:** Chelsea Monda, Yale Project Manager: 203.432.5205

**Services Provided:** Mechanical, Electrical, and Plumbing Engineering

**Dates of Services:** 2021

**Completed within Original Time & Budget:** Original 3 month schedule; Completed in 4 months

**Project:** Twin Apartment Residence Halls

**Organization Name:** Sacred Heart University

**Contact Person:** Carmelo Cicero-Santalena, Executive Director of Capital Projects & Construction, 203-396-6892

**Services Provided:** Mechanical, Electrical, Plumbing, and Fire/Life Safety Protection

**Dates of Services:** 2017-2021

**Completed within Original Time & Budget:** No, 2 month construction delay due to COVID shutdown

**Project:** Bobby Valentine Health & Recreation Center

**Organization Name:** Sacred Heart University

**Contact Person:** Carmelo Cicero-Santalena, Executive Director of Capital Projects & Construction, 203-396-6892

**Services Provided:** Mechanical, Electrical, Plumbing, and Fire/Life Safety Protection

**Dates of Services:** 2017-2019

**Completed within Original Time & Budget:** Yes.

**Project:** West Campus Low Voltage Upgrade

**Organization Name:** Sacred Heart University

**Contact Person:** Carmelo Cicero-Santalena, Executive Director of Capital Projects & Construction, 203-396-6892

**Services Provided:** Electrical and Communication Engineering

**Dates of Services:** 2019-2020

**Completed within Original Time & Budget:** Yes, over the course of several phases.

**Project:** Freitas Ice Rink Improvements

**Organization Name:** University of Connecticut

**Contact Person:** Michael Schrier, Director of Design and STEM Projects, 860-486-3236

**Services Provided:** Mechanical and Electrical Engineering

**Dates of Services:** 2019-2021

**Completed within Original Time & Budget:** No. Project put on hold due to Covid.

**Project:** Innovation Partnership Building Fitouts (Fraunhofer, Group Space, Air Force)  
**Organization Name:** University of Connecticut  
**Contact Person:** Anotneta Fedeles, AIA, LEED AP, CPM, Licensed Architect for the UConn, 860-486-8902  
**Services Provided:** Mechanical, Electrical, Plumbing, and Communication Engineering  
**Dates of Services:** 2018-2019  
**Completed within Original Time & Budget:** Yes.

**Project:** Alumni Quad and West Campus Residence Halls WALR  
**Organization Name:** University of Connecticut  
**Contact Person:** John Khairallah, UCP 09-Network Technician, 860-486-3159  
**Services Provided:** Mechanical, Electrical, Plumbing, and Communication Engineering  
**Dates of Services:** Anticipated Completion 2022  
**Completed within Original Time & Budget:** No. Project budget and timeframe altered based on owner's desire to package work differently based on summer schedules.

**Project:** Public Safety Building Addition and Renovation  
**Organization Name:** University of Connecticut  
**Contact Person:** Scott Gallo, Senior Project Manager, 860-486-3185  
**Services Provided:** Mechanical, Electrical, Plumbing, Fire/Life Safety Protection, and Communication Engineering  
**Dates of Services:** 2019-2021  
**Completed within Original Time & Budget:** No. Project delays and scope changes based on Covid and owner's desire to re-program some of the spaces.

**Project:** Public Safety Building IT Upgrade  
**Organization Name:** University of Connecticut  
**Contact Person:** Scott Gallo, Senior Project Manager, 860-486-3185  
Joshua Bartlett, IT Project Manager, 860-486-5752  
**Services Provided:** Mechanical, Electrical, Plumbing, and Communication Engineering  
**Dates of Services:** 2021- Anticipated 2022  
**Completed within Original Time & Budget:** No. Project delays and scope changes based on Covid and owner's desire to re-program some of the spaces.

**Project:** Manchester Hall Wired Access Layer Refresh  
**Organization Name:** University of Connecticut  
**Contact Person:** Joshua Bartlett, IT Project Manager, 860-486-5752  
**Services Provided:** Telecommunication Engineering  
**Dates of Services:** 2020-2021  
**Completed within Original Time & Budget:** Yes.

**Project:** Pertersen Sports Complex, Addition  
**Organization Name:** University of Pittsburgh  
**Contact Person:** Jenn Pavlik, Principal, DLA: 412.921.4300 ext. 212  
**Services Provided:** Mechanical, Electrical, and Plumbing Engineering  
**Dates of Services:** 2020-2021  
**Completed within Original Time & Budget:** No. Project delays due to Covid.

**Project:** Football Dining Hall Facilities  
**Organization Name:** University of Pittsburgh  
**Contact Person:** Jenn Pavlik, Principal, DLA: 412.921.4300 ext. 212  
**Services Provided:** Mechanical, Electrical, and Plumbing Engineering  
**Dates of Services:** 2021  
**Completed within Original Time & Budget:** Original 3 month schedule; Completed in 4 months



**Project:** 4th Floor Renovation  
**Organization Name:** PNC Bank  
**Contact Person:** Jenn Pavlik, Principal, DLA: 412.921.4300 ext. 212  
**Services Provided:** Mechanical, Electrical, Plumbing, and Communication Engineering  
**Dates of Services:** 2019  
**Completed within Original Time & Budget:** Yes.

**Project:** Pub33  
**Organization Name:** Heinz Field  
**Contact Person:** Jenn Pavlik, Principal, DLA: 412.921.4300 ext. 212  
**Services Provided:** MEP, Civil, and Structural Engineering  
**Dates of Services:** 2019  
**Completed within Original Time & Budget:** No. Weather delays extended schedule.

**Project:** XL Center - Sports Lighting Upgrades  
**Organization Name:** City of Hartford  
**Contact Person:** Carter Payne: 704.375.7998  
**Services Provided:** Electrical Engineering  
**Dates of Services:** 2019  
**Completed within Original Time & Budget:** Yes.



## Waterbury Arts Magnet School and Palace Theater *Waterbury, Connecticut*

### CHILLER AND BOILER PLANT DESIGN DEVELOPMENT

The H.F. Lenz Company in conjunction with a turn-key operation was selected for the design & construction of a new chilled water and boiler plant in Waterbury, Connecticut. The Waterbury Arts Magnet School (WAMS) and the Palace Theater share a utility plant, which provides cooling and heating to both facilities. The two buildings have different HVAC requirements, schedules, and staffs; therefore, a separation of the two systems was desired. H.F. Lenz Company provided MEP/FP, Structural, and Architectural services as a consultant to the ESCO Contractor. The design documents were provided to a Design Development level in order to inform the trade sub-contractors in the design-build process.

H.F. Lenz Company's services included:

- › Provide an HVAC load analysis to confirm boiler and chiller capacities, to include block load calculations and recommendations for equipment sizing, redundancy and maintaining a cross connection to the existing WAMS utility plant
- › Mechanical and electrical equipment sizing, selection, and design
- › Mechanical piping and plumbing design
- › Design of lighting, heating, and fire protection for a new penthouse to house the mechanical equipment
- › Provide a written scope of work to supplement the Design Development drawing and specification package in support of the turn-key design process
- › Provide a structural analysis of the existing parking garage structural framing and design of the new penthouse structure and equipment supports
- › Penthouse Architectural Design utilizing a subconsultant to H.F. Lenz Company
- › Provide a set of electronic construction documents to the ESCO for pricing purposes. Drawings included:
  - Scaled floor plans showing equipment locations and utility tie-in points
  - Piping and electrical schematic and one-line diagrams
  - Equipment schedules
  - Foundation and structural support plans



## City of Stamford

Stamford, Connecticut

### CHILLER REPLACEMENT - WESTOVER ELEMENTARY SCHOOL

The H.F. Lenz Company provided the multi-discipline engineering services for a chiller replacement project at Westover Elementary School. The existing chiller was installed in 2010 and provides chilled water to 67 classroom unit ventilators connected to a dual temperature hydronic pipe system. The existing chiller plant was grossly oversized for the current connected load and was experiencing short cycling issues. The objective of the project is to replace the existing chiller and associated pumps, piping and electrical service, and implement energy efficient sequence of operations in agreement with the State Energy Conservation Code.

#### OWNER REFERENCE:

Mr. Josh Noggle  
Engineering Bureau  
888 Washington Blvd  
Stamford, CT 06901

Key elements of the Project included:

- › Original project scope: Replacement of existing Chiller.
- › Initial field survey and review of existing drawings noted potential anomalies with a minimalistic approach, whereas, just a replacement of the chiller would have likely led to same short cycling issues and inability to maintain cooling within desired spaces.
- › A full assessment of the HVAC systems subsequently performed, in order to provide the district a whole building, whole system design approach.
- › Recommendations provided to the district in regards to potential upgrades, with district currently reviewing recommendations and opinions of probable cost.
- › Based on adapting on the go and providing district additional feasibility options, overall project budget may be reduced based on option selected by the district.

Construction slated to be completed for 2023 cooling season



## Millcreek Township School District

*Erie, Pennsylvania*

Located in Erie County, Pennsylvania, in the northwest corner of the state, the Millcreek Township School District is the second largest district in Erie County with approximately 6,600 students and nine (9) buildings throughout the district. In 2019, the H.F. Lenz Company was hired to provide Mechanical, Electrical and Technology Engineering Services for multiple projects throughout the District totaling over \$100 million in mechanical, electrical, and technology construction costs. During this process, the H.F. Lenz Company has become familiar with all of the facilities in the district and assisted the district in developing standards for future projects.

### CHESTNUT HILL ELEMENTARY HVAC UPGRADES /REPLACEMENTS

The Scope of work for this project included the renovation of the 46,355 sq. ft. Chestnut Hill Elementary School. The renovations included various life cycle and energy related upgrades throughout the facility. The upgrades included the following:

- › Replace Domestic Hot Water System (Piping, Boiler, Trim, Aerators)
- › Optimize Domestic Hot Water System (remove abandoned components)
- › Remove Steam System Complete
- › Install New Building Hot Water System (40% Propylene Glycol)
- › Install New Chilled Water System (40% Propylene Glycol)
- › Remove Existing Pneumatic System Complete
- › Install New DDC Control System
- › Replace Unit Ventilators (Heating and Cooling) and Associated Cabinetry Complete
- › Provide required ventilation for corridors
- › Replace Existing Air Handling Unit Serving Gymnasium
- › Provide RTU for Main Office
- › Replace Building Exhaust Fans
- › Upgrade Building Relief System
- › Replace Misc. Heaters throughout the building.
- › Upgrade Kitchen (HVAC, PLUMBING, ELECTRICAL, Walk-In Refrigerator, Equipment, and Layout)

#### OWNER REFERENCE:

Michael Gallaher, P.E.  
Director of Engineering  
Millcreek Township School District  
3740 West 26th Street  
Erie, PA 16506  
Phone: 814-835-5323

The cost of the project was \$3,579,393 with a construction completed in 2021 (Construction was complete in one (1) summer; approximately ten (10) weeks and total project).

## Personnel Listing for this Project

The following H.F. Lenz Company personnel will be assigned to the Waterbury Arts Magnet School and Palace Theater project:

**Joel C. Shumaker, P.E., LEED AP** - Principal-in-Charge

**Scott A. Kraynak, P.E.** Project Manager and Electrical Engineer

**John R. Christofores, P.E.** - Mechanical Engineer

**Paul A. Fiejdasz, P.E., LEED AP** - Mechanical Engineer

**Christopher A. Formica** - Plumbing/Fire Protection Designer

**David A. Blackner, P.E.** - Structural Engineer

**Christopher Williams, AIA** - Architect Principal-in-Charge (As a Subconsultant)

**Mark H. Pozzi, RA AIA** - Project Manager (As a Subconsultant)

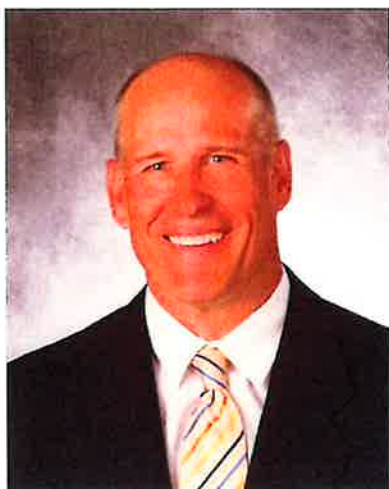
**Portia Watson Elmer** - Senior Architect Designer (As a Subconsultant)

Full resumes of the above individuals follow in this section.

## Conflict of Interest

We do not foresee any business, financial, personal or other types of relationships that could pose a conflict of interest.





## Joel C. Shumaker, P.E., LEED AP

### *Principal in Charge*

Mr. Shumaker is responsible for client contact, project scheduling, preparation of reports and cost estimates, coordination and supervision of project design teams, and other project management functions. Mr. Shumaker is experienced in the design of electrical systems for both new buildings and building retrofits for educational, health care, commercial, government, industrial, residential, and utility-related facilities. He is experienced in the design of power distribution systems; emergency power systems and monitoring; uninterruptible power supplies; lighting and emergency lighting systems; fire alarm systems; nurse call; security; sound; and telephone systems.

### EDUCATION

Bachelor of Science, Electrical Engineering Technology 1993,  
University of Pittsburgh at Johnstown

### EXPERIENCE

H.F. Lenz Company 1985-Present

### PROFESSIONAL REGISTRATION / CERTIFICATION

Licensed Professional Engineer in  
Pennsylvania, Connecticut,  
Delaware, Maryland, New York,  
Vermont, Virginia and West Virginia

### PROFESSIONAL AFFILIATIONS

Pennsylvania Society of Professional  
Engineers, Johnstown Chapter  
Secretary • National Society of  
Professional Engineers • Keystone  
Chapter of Association of Physical  
Plant Administrators • International  
Society of Pharmaceutical Engineers  
(ISPE)

### PROJECT EXPERIENCE

#### Bolton Board of Education– Bolton, Connecticut

- › Principal-in-Charge for an engineering assessment and design to replace the HVAC system at the Bolton Center School

#### Westover Elementary School – Stamford, Connecticut

- › Replace existing chiller and associated pumps, piping and electrical service, and implement energy efficient sequence of operations in agreement with the State Energy Conservation Code

#### Indiana University of Pennsylvania – Indiana, Pennsylvania

- › Fisher Auditorium addition and renovation and addition to the existing boiler/chiller plant of approximately 3,700 gross sq.ft.

#### Stephen Foster Memorial Auditorium – Pittsburgh, Pennsylvania

- › Electrical and mechanical renovation of the historic, 478-seat Stephen Foster Memorial Auditorium

#### Louis C. Cole Auditorium – Edinboro, Pennsylvania

- › Renovation/addition to this auditorium at Edinboro University including electrical distribution system, HVAC, plumbing and sprinkler system, new stage lighting

#### Fisher Auditorium – Indiana, Pennsylvania

- › Addition/renovation of the 1,600-seat Fisher Auditorium at Indiana University of Pennsylvania; the project included the rehabilitation of the existing heating systems and the addition of air conditioning

#### Lock Haven University – Lock Haven, Pennsylvania

- › Principal-in-Charge for the replacement of chillers at Bentley Hall and Stevenson Library



## Scott A. Kraynak, P.E., LEED AP

*Project Manager/Electrical Engineer*

Mr. Kraynak is responsible for the evaluation, design and commissioning of complex electrical systems for educational facilities, healthcare facilities, emergency operations centers and other critical operations where continuous and reliable electrical power is imperative. He has personally designed and supervised the design of electrical distribution systems, emergency power systems, uninterruptible power supplies, computer room power systems including power conditioning equipment, PCB transformer removal and replacement, fire alarm and life safety systems, lighting and emergency lighting systems, public address systems, and telephone systems.

### EDUCATION

Bachelor of Science, Electrical Engineering, 2001, University of Michigan

### EXPERIENCE

H.F. Lenz Company 2013-Present •  
A/E Works, Ltd/ 2011-2013 • L.R.  
Kimball 2006-2011 • Burt Hill 2005-  
2006 • LLI Engineering 2001-2005

### PROFESSIONAL REGISTRATION / CERTIFICATION

Licensed Professional Engineer in  
Pennsylvania, Alabama,  
Connecticut, Illinois, Kansas,  
Minnesota, Mississippi, Missouri,  
Ohio, Tennessee, Utah, Wisconsin,  
and Wyoming • LEED Accredited  
Professional

### PROFESSIONAL AFFILIATIONS

Association of Energy Engineers

### PROJECT EXPERIENCE (\*Indicates Previous Experience)

#### Palace Theater HVAC Upgrades – Waterbury, Connecticut

- › Preparation of bridging documents for a design/build project to separate the HVAC systems of the Waterbury Arts Magnet School and Palace Theater

#### Westover Elementary School – Stamford, Connecticut

- › Replace existing chiller and associated pumps, piping and electrical service, and implement energy efficient sequence of operations in agreement with the State Energy Conservation Code

#### Plainfield Public Schools – Plainfield Connecticut

- › Condition assessments of the HVAC systems at Plainfield Public School's elementary, middle, high school and early childhood center buildings

#### Bolton Board of Education – Bolton, Connecticut

- › Engineering assessment, recommendations, and design to replace the HVAC system at the Bolton Center School

#### Yale University – New Haven, Connecticut

- › New chiller, pumps, and associated equipment and controls in connection with renovation of an existing office space into a new 48,000 sq.ft. laboratory at 300 George St.

#### Sacred Heart University – Fairfield, Connecticut

- › New three-story, 57,000 sq.ft. Bobby Valentine Health and Recreation Center. A state-of-art training facility for the University's Students and NCAA Division I teams

#### University of Connecticut Public Safety Building Renovation & Addition – Storrs, Connecticut

- › Renovation of the existing facility and a new 3,901 sq.ft. addition for the Fire Department support services



## John R. Christofof, Jr., P.E.

*Mechanical Engineer*

Mr. Christofof serves as a Project Manager and Mechanical Engineer for H.F. Lenz Company's educational facilities project team. He is a mechanical engineer with nearly 30 years of broad based mechanical, electrical and plumbing experience in various types of buildings and facilities. His experience includes strategic planning & program management, feasibility studies, systems design, and project management, all representing the owner's interests. He has experience working with a diverse group of stakeholders to plan and implement a wide range of technical initiatives from aggressive business model startups to industrial capital upgrades.

### EDUCATION

Bachelor of Engineering, Mechanical Engineering, 1991, The Cooper Union for the Advancement of Science and Art

### EXPERIENCE

H.F. Lenz Company 2010-Present •  
Yale University 1999-2010 • Sony  
Disc Manufacturing (DADC) 1994-  
1999 • Northrop Grumman  
Corporation 1991-1994

### PROFESSIONAL REGISTRATION / CERTIFICATION

Licensed Professional Engineer in  
Connecticut

### PROFESSIONAL AFFILIATIONS

American Society of Heating  
Refrigeration and Air-conditioning  
Engineers (ASHRAE)

### PROJECT EXPERIENCE

#### Palace Theater HVAC Upgrades – Waterbury, Connecticut

- › Preparation of bridging documents for a design/build project to separate the HVAC systems of the Waterbury Arts Magnet School and Palace Theater

#### East Hartford Senior Center – East Hartford, Connecticut

- › Engineering assessment of the mechanical and electrical systems of the existing 18,500 sq.ft. Senior Center

#### University of Connecticut On-Call Engineering Services Contract Storrs – Connecticut

- › Project Manager/Mechanical Engineer for Mechanical, Electrical, Plumbing, Fire Protection contract for engineering evaluations, system design, repair/replacement, life cycle analysis, existing conditions analysis, and construction administration

#### University of Connecticut Public Safety Building Renovation & Addition – Storrs, Connecticut

- › Renovation of the existing facility and a new 3,901, sq.ft. addition for the Fire Department support services

#### Yale University On-Call Engineering Services Contract – New Haven Connecticut

- › Mechanical Engineer for an on-call MEP/FP engineering service contract in support of operational & project development/implantation

#### Sacred Heart University – Fairfield, Connecticut

- › Project Manager for design of a new 50,000 sq.ft. student recreation center; includes an indoor track, multi-purpose rooms, gymnasium, climbing wall, bowling alleys, locker rooms, and administrative offices





## Paul A. Fiejdasz, P.E., LEED AP

*Mechanical Engineer*

Mr. Fiejdasz has over 30 years' experience in the evaluation and design of HVAC systems for primary and secondary schools as well as higher education facilities. His responsibilities have included code compliance verification, schematic layout, calculations, equipment selection, control system selection, specification writing, coordination, life cycle cost analyses, and cost estimating. His experience also includes the design of mechanical systems for healthcare, manufacturing and commercial facilities. He has also been involved in the design of chiller and boiler plants and specialized environments requiring strict temperature and humidity control.

### EDUCATION

Masters in Mechanical Engineering,  
1995, Rensselaer Polytechnic  
Institute

Bachelor of Science, Mechanical  
Engineering, 1985, University of  
Massachusetts

### EXPERIENCE

H.F. Lenz Company 2019-Present •  
RDK and NV5 Company 2019-2017  
• CES 2017 • Fuss & O'Neil 2017-  
2014 • Reinhardt Associates 2014-  
2013; 2002-2001 • Kleeberg  
Mechanical Services • 2013-2012 •  
Tighe & Bond 2010-2009 • Lindgren  
& Sharples • 2008-2007 • BVH  
Integrated Services 2007-2002 •  
United Technologies Corporation  
2001-1985; 2009-2008

### PROFESSIONAL REGISTRATION / CERTIFICATION

Licensed Professional Engineer in  
Massachusetts, Connecticut, Rhode  
Island, Vermont, New Hampshire,  
Maine, New York, North Carolina,  
South Carolina, Georgia, Florida,  
Texas, Colorado, Oregon • LEED  
Accredited Professional

### PROFESSIONAL AFFILIATIONS

AEE BESA, CEM, GBE

### PROJECT EXPERIENCE (\*PREVIOUS EXPERIENCE)

Westover Elementary School – Stamford, Connecticut

- › Replace existing chiller and associated pumps, piping and electrical service, and implement energy efficient sequence of operations in agreement with the State Energy Conservation Code

Bolton Board of Education– Bolton, Connecticut

- › Engineering assessment, recommendations, and design to replace the HVAC system at the Bolton Center School

Plainfield Public Schools – Plainfield Connecticut

- › Condition assessments of the HVAC systems at Plainfield Public School's elementary, middle, high school and early childhood center buildings

East Longmeadow High School\*– East Longmeadow,  
Massachusetts

- › Replace 3,000 MBH dual fuel boilers with thermal shock-protected boilers

Beecher K-8 School\*– Elmira, New York

- › Modified HVAC design to accommodate field issues

Columbus K-8 School\*

- › Incorporated evaporative-cooling water chiller and energy recovery in RTUs for new 30,000 sq.ft. school

Eaglebrook School - Sports Center\*– Deerfield, Massachusetts

- › HVAC design and construction administration for 40,000 sq.ft. renovation and addition

Nichols College - Kuppenheimer Dorm\*–Dudley,  
Massachusetts

- › 12,000 SF renovation – HVAC design hot water boiler, radiation replacement.



## Christopher A. Formica

*Plumbing/Fire Protection Designer*

Mr. Formica is responsible for the complete plumbing design for hospitals, colleges, schools, office buildings, prisons, and laboratories. He is responsible for system design, layout, specifications and calculations, selection and sizing of equipment, cost estimates, and site survey work. Mr. Formica coordinates the plumbing design with utility companies, with other trades, and with the Project Engineer and Project Architect; and is responsible for assembling complete and accurate plumbing bid documents which meet H.F. Lenz Company standards.

### EDUCATION

Associate in Architectural Design,  
1989, Pennsylvania Technical  
Institute

### EXPERIENCE

H.F. Lenz Company 1997 - Present  
Dynamic Design Company 1996  
Miller-Picking Corp. 1993 - 1995  
Dupont-Belcan. 1991-1993  
Simions Eastern. 1989-1991

### PROJECT EXPERIENCE

Indiana University of Pennsylvania – Indiana, Pennsylvania

- › Renovation and addition to the historic Fisher Auditorium and new chilled water plant

Mount Lebanon High School – Pittsburgh, Pennsylvania

- › Plumbing designer for a 233,300 sq.ft. addition and 219,500 sq.ft. renovation to an existing high school

Hazleton Area School District – Hazleton, Pennsylvania

- › Renovation and upgrade of the 17,300 sq.ft. fieldhouse at Harman Geist Stadium; the renovation involved new HVAC heating and exhaust, plumbing fixtures and piping

South Jefferson High School – New Bethlehem, Pennsylvania

- › Plumbing design for a new 1,500- High School; athletic facilities include a field house with team locker rooms and equipment storage, concession and public restrooms

Sacred Heart University – Fairfield, Connecticut

- › Design of new 57,000 sq.ft. Bobby Valentine Recreation Center which includes an indoor suspended track, multi-purpose rooms, two-story gymnasium and administrative offices

Sacred Heart University – Fairfield, Connecticut

- › Plumbing designer for three new Upper Quad residential buildings approximately 60,000 sq.ft. each

University of Pittsburgh at Bradford – Bradford, Pennsylvania

- › Plumbing designer for a new 58,470 sq.ft. multi-story building, principally programmed for 203 beds for student housing and related amenities



## David A. Blackner, P.E.

### Structural Engineer

Mr. Blackner is responsible for the complete layout, design and detailing of building structural systems. He has diverse experience in the structural analysis and design of projects involving steel, engineered masonry, reinforced cast-in-place concrete, pre-cast/pre-stressed concrete and wood frame structures. He is proficient in multiple analysis platforms (STAAD, RAM Structural Systems, 3-D Analysis and Finite Elements). He also oversees structural coordination with other trades, as well as conducting periodic site visits related to the structural work.

### EDUCATION

Associate, Mechanical Engineering Technology, 1988, Pennsylvania State University

Associate, Architectural Engineering Technology, 1988, Pennsylvania State University

### EXPERIENCE

H.F. Lenz Company 1998-Present •  
L. Robert Kimball & Associates 1995-1998 • George D. Zambas Developer 1989-1995

### PROFESSIONAL REGISTRATION / CERTIFICATION

Licensed Professional Engineer in Pennsylvania, Arizona, Colorado, Connecticut, Delaware, Georgia, Maine, Maryland, Massachusetts, New York, and North Carolina

### PROJECT EXPERIENCE (\*indicates previous experience)

#### Palace Theater HVAC Upgrades – Waterbury, Connecticut

- › Structural analysis of existing parking garage and preparation of bridging documents for a design/build project to separate the HVAC systems of the Waterbury Arts Magnet School and Palace Theater

#### Indiana University of Pennsylvania – Indiana, Pennsylvania

- › Fisher Auditorium renovation and addition including the addition to the existing boiler/chiller plant of approximately 3,700 gross sq.ft.

#### Carnegie Mellon University – Pittsburgh, Pennsylvania

- › Addition of a 900-ton chiller and cooling tower to the Physical Plant building
- › Phase 2 upgrade to the Mellon Institute chiller plant, which included two new 600-ton chillers and a 700-ton cooling tower Replacement of the roof-mounted cooling towers at Physical Plant building with new four cell cooling tower totaling 3000 tons and replacement of a 500-ton chiller with a 800-ton chiller
- › Replacement of the cooling towers at the Wean Hall chilled water plant, overall capacity is 3000 tons

#### Cleveland Clinic – Cleveland, Ohio

- › Cooling tower replacement project which involved demolishing three built up towers and replacing the entire cooling tower system with two new towers and a third relocated tower that matched the two new towers

#### Bank of New York Mellon – Pittsburgh, Pennsylvania

- › One Mellon Center - Cooling Tower Replacement project - The removal and replacement of the cooling towers and chilled water plant replacement

**CHRISTOPHER WILLIAMS, AIA***Principal in Charge*

CWA's founding Principal has been in private practice for more than thirty years. A hands-on leader, Christopher is involved in every aspect of the firm's projects from conception through completion. As project director he makes every effort to put the client's best interest at the forefront while maintaining the building's integrity, and keeping end-users' interests at heart. Christopher has overseen more than five hundred projects including new construction, renovations, and restoration of institutional, municipal, research, office, retail, restaurant, and housing projects.

Prior to forming CWA, Christopher worked as a designer and project architect with Cesar Pelli and Associates (Pelli Clarke Pelli Architects) where he was an integral team member on a number of the firm's high-profile projects, including The World Financial Center, The Plaza of the World Financial Center (NYC) and the Pin Oak Office Complex (Houston, TX).

At the same time as starting CWA in 1986, Christopher formed a construction company that focused on design-build projects for his own development firm and for private owners. The company started with home building and progressed into building restaurants and retail buildings. Eventually, requests to bid on buildings designed by other architects were made, and a series of banks and pharmacies were completed until ceasing operations in 2016.

Christopher's commitment to the conventional practice of architecture never waned, precipitating the dissolution of the construction entity. This experience proved invaluable, giving the architectural firm a practical edge over most architects with limited field experience. While the design-build delivery method has many opportunities, providing services for institutional and municipal clients are typically delivered under the traditional design-bid-build or construction management methods, which is the type of practice Christopher prefers.

**EDUCATION**

Cornell University  
*Bachelor of Architecture*

**REGISTRATIONS / LICENSES**

Registered Architect in Connecticut,  
Massachusetts, New York and Rhode  
Island

**MEMBERSHIPS / AFFILIATIONS**

American Institute of Architects, AIA/CT  
NCARB  
United States Green Building Council  
Former Chairman, Historic District  
Committee, Town of Orange  
Former Member, Amity School  
Building Committee  
Society of Architectural Historians  
Professional Women in Construction  
Society for College & University  
Planning (SCUP)

**RELEVANT PROJECT EXPERIENCE**

**Woolsey Hall** | New Haven, CT - Built in 1901, this 84,000 sq ft combined space includes Woolsey Hall, Memorial Hall and the University Commons (Dining Hall). Since 2009, CWA has been involved in a number of projects in all 3 buildings totaling - Mostly infrastructural related work, sensitive architectural integration has been an important component. Electrical, life safety, utility and building code upgrades have been the focus, however our current involvement includes planning an \$85 million comprehensive renovation of Commons and the Rotunda portions into a campus wide student center.

**WHC Film Studies Theater** | New Haven, CT - Yale University - The Whitney Humanities Center Film Studies Theater is Yale's premiere film screening room and the only space on campus that supports all celluloid and video format movies. It also plays host to visiting director presentations and post screening discussions. With its original entry being on axis to the stage, any late entrants would inevitably cause a great deal of disruption to the presenters and audience alike as the panic hardware on the large oak doors were pushed upon to gain entry, sending a beam of light toward the stage if the lights were dimmed. CWA was brought on board to alleviate such disturbances through the design of a baffle wall that buffers the auditorium and stage from the entry point. Following the curve of the seating and incorporating acoustical panels in an oak framed coffering system, the sensitive and contextual design gives the appearance of being original to the space. In addition to greatly diminishing disruptions upon entry, the wall also serves as a sound absorber that has significantly improved the acoustical response of the room.

**Whitney Theater** | New Haven, CT - CWA provided a complete renovation of a former gymnasium into a 120 seat black box theater for the Theater Studies program, which mostly involves undergraduate students. Complete flexibility is afforded for this 55' x 36' space that results in many seating/stage variations. The project included an all-encompassing lighting grid supported by a state-of-the-art lighting control system as well as a particularly silent roof mounted HVAC system. A later project included the addition of a second stairway from the floor of the theater to the balcony that functions as a fly gallery.

**Broadway Theater Renovations** | New Haven, CT - Comprehensive renovation that converted a book warehouse into this 3,000 sq ft, 185 seat black box theater that included dressing rooms, rest rooms and green rooms for the actors.

Whitney Humanities (53 Wall St New Haven) Black Box Theater | New Haven, CT

University Theater Rigging and Electrical System Upgrades | Yale University





#### EDUCATION

Carnegie-Mellon University  
*Bachelor of Fine Arts*

#### REGISTRATIONS / LICENSES

Registered Architect in Connecticut

#### MEMBERSHIPS / AFFILIATIONS

American Institute of Architects, AIA/CT



#### EDUCATION

Yale University  
*MFA in Scenic Design*

Cornell University  
*Bachelor of Architecture*

## MARK H. POZZI, RA AIA

### *Project Manager*

**Mark is an experienced architect and project manager** whose career in architecture and construction spans more than 35 years. He brings extensive experience in all levels and phases of design and construction with an emphasis on educational, public, private and commercial projects. Rather than work predominantly on one project. Mark oversees a select few projects at a time, playing a key role in helping each project come to fruition in an efficient, timely and comprehensively designed manner.

An effective communicator and collaborator, Mark has a proven track record of delivering projects on time and on budget. Well-versed in renovations and new construction, his approach is to identify and solve problems through analysis and understanding while making informed decisions based on the reasoning, common sense and intuition of a seasoned professional.

#### RECENT PROJECT EXPERIENCE

**Public Safety Offices** | University of Connecticut - CWA conducted an initial building assessment, program and cost analysis that lead to the University allocating funds to expand and partially renovate the existing building. The addition is primarily for the fire department to have an autonomous presence in the complex while allowing the police to expand internally. As of January 2022, construction scheduled to be completed April 2022

**Marsh Hall Renovations** | Norwich, CT

**Three Rivers Community College** | Norwich, CT

**East Hartford Senior Center** | Town of East Hartford, CT

**Farnam Court Phase 2A & 2B** | Peer Review & CA - New Haven, CT

## PORTIA WATSON ELMER

### *Senior Architectural Designer*

**Beginning her architectural career in 2000** Portia brought eight years of prior experience at Pelli Clarke Pelli Architects, Ryan Associates and Handel Architects to CWA. From such projects as the Austin Museum of Art Museum and Tower as well as the recently completed Four Seasons Tower in San Francisco. Her wide range of experience includes university and municipal work as well as private residences. With a background that includes scenic design for theater productions, Portia enjoys supporting a collaborative process with creative solutions and a keen eye for detail. Having managed on-site coordination and extensive document review with contractors & consultants she also understands the demands of keeping projects on-deadline, on-budget and on-schedule.

#### RECENT PROJECT EXPERIENCE

**East Hartford Senior Center** | Town of East Hartford, CT - This comprehensive renovation changed the exterior cladding, added, and replaced windows, provided a new roof populated with PV panels and completely changed the interior layout and finishes. The building was substantially completed in January 2021, however Covid delayed the ribbon cutting until September 2021. Apparently, it has become a popular destination for any resident 55 years of age and over. <https://www.easthartfordct.gov/senior-services>

**Rockefeller Archive Center - Carriage House Accessioning Renovation** | Sleepy Hollow, NY

**Branford College Masonry & Door Restoration** | Yale University completed 2016

**Branford College Pottery Studio** | Yale University completed 2016

**Dunham Social Cognitive Development Lab** | Yale University

**Myers Forest Bunkhouses** | Yale University School of Forestry

**Pierson & Davenport Colleges Exterior Masonry Renovation** | Yale University



### 3. Statement of Qualifications & Work Plan

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## H.F. Lenz Company Engineering Services

### FIRM OVERVIEW

Currently in our 76th year, the H.F. Lenz Company (HFL) is a nationally ranked multi-discipline engineering firm with a strong commitment to technical excellence and unparalleled customer service. From planning and design through commissioning and operations support, we work with our clients to find the best solutions that meet current needs while providing the flexibility and scalability to accommodate future growth and new technologies. H.F. Lenz Company employs 160+ people in our Johnstown, Lancaster and Pittsburgh, PA; Conneaut, OH and Middletown, CT offices and all engineering disciplines are represented in-house.

### Engineering Services offered in-house include:

#### Mechanical Engineering

- Heating & cooling systems
- Central plants
- Critical cooling systems
- Air handling systems
- Heat recovery systems
- Energy management systems
- Monitoring and control
- Indoor air quality
- Ventilation systems
- Domestic water systems
- Sanitary & stormwater systems
- Fuel storage & distribution systems
- On-site water storage
- Thermal storage systems

#### Electrical Engineering

- Power distribution systems
- Building lighting systems
- Site lighting systems
- Standby/emergency power systems
- Uninterruptible power supplies
- Fire detection and alarm systems
- Short circuit analysis/coordination studies
- Harmonics
- Grounding
- Security systems
- Audio/visual systems
- Power monitoring systems







### Fire Protection/Life Safety Engineering

- Fire suppression systems (sprinklers)
- Fire extinguishing systems (dry chemical, gaseous agents )
- AFFF (Aqueous Film Forming Foam)
- Preaction systems
- Smoke control systems
- Water storage tanks

### Communications/Data Engineering

- Inside & outside cabling plants
- Horizontal cabling & riser systems
- Optical fiber backbones
- Outside plant pathways
- Cabling design topologies
- Service entrance facilities, main equipment rooms & telecommunications closets
- Detailed room and & rack layouts
- Cable management systems, cable schedules
- Development of standards



### Civil Engineering

- Land planning & development
- Site utilities design
- Stormwater management
- Erosion & sedimentation control
- Traffic control & circulation
- Signalization and signing
- Site access roads & approaches
- Off-site highway improvements
- Parking facilities
- Sanitary sewer systems
- Water distribution systems
- Security fencing, cameras & intrusion detection
- Site permitting

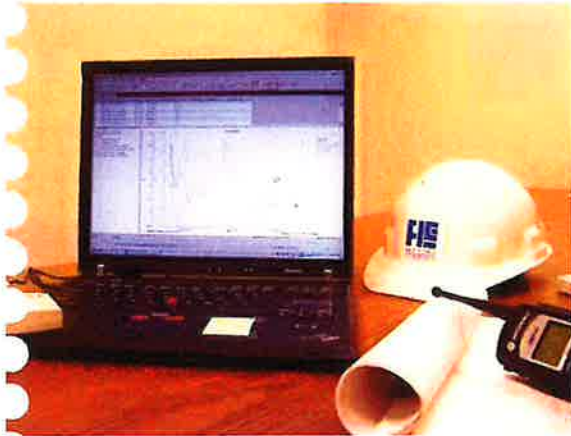


### Structural Engineering

- Complete building analysis, design, and detailing
- Structural inspections & evaluations
- Parking garages
- Retaining structures
- Floor & roof load surveys
- Equipment supports & foundations
- Pedestrian & vehicular bridges
- Structural steel design
- Timber construction design
- Reinforced concrete design & repair
- Precast concrete design
- Utility tunnels
- Bridge inspections







### Analytical Services

- Planning studies
- Existing conditions assessments
- Reliability analysis
- Connectivity analysis
- Due diligence
- Site selection/risk analysis
- Computational Fluid Dynamics Analysis (CFD)
- Neher-McGrath calculations
- Wind/wake analysis
- Short circuit analysis/coordination studies
- Load management
- Arc flash studies
- Energy audits
- Energy modeling & analysis
- Measurement & verification
- Energy usage analysis
- Low cost/no cost capital improvement recommendations
- Geothermal heat pump systems
- Utility planning
- Life cycle cost analysis
- Value engineering
- Alternate energy sources analysis
- Preventative maintenance review

### Sustainability

- Sustainable (Green) design
- LEED services
- ENERGY STAR validation services
- Green Globes services
- ASHRAE bEQ services
- LEED Commissioning

### Other Services

- Construction administration
- Commissioning services
- Surveying
- Operations support
- Training
- Testing
- BIM / 3D Modeling
- Record drawing updates
- GIS Mapping
- Environmental site assessments



## Project Scope / Approach for Mechanical System Alterations - WAMS/Palace Theater

For this HVAC upgrade project, which would introduce a new stand-alone central plant capable of independently serving the Palace Theater's mechanical equipment and life safety needs, one of the first steps we will complete, is an in-depth field exercise reviewing the current installation, for both the Waterbury Arts Magnet School (WAMS) and the Palace Theater. H.F. Lenz would utilize in-house staff for not only the MEP engineering disciplines, but also the structural discipline, assessing the existing precast concrete parking garage.

Following this initial assessment, we would perform a thorough interview of building maintenance staff, decision makers, and selected key personnel to understand how the building is utilized, changes to the building systems that have occurred over the two building's life span, and how the existing system is utilized and maintained through the heating and cooling seasons.

After completion of this step, H.F. Lenz moves into a work flow which is intended to provide a path from existing installation to upgraded installation in order to provide superior comfort for the end user, efficiency for the energy manager/consumer, within an approved budget of the City. Our team's path would include the following:

- Conducting an investigation phase, analyzing existing conditions and user group information, to identify potential system deployment, specific equipment/scope, and how the systems would ultimately affect the City, School, Theater, and their end users.
- Prepare reports with design data and current deployment of systems.
- Diagnose the system and note needed improvements from an engineering perspective as well as from an operational perspective.
- Provide solutions for each defect discovered during the assessment process and present solutions to the decision makers with a minimum of three alternative mechanical system and equipment solutions, with associate opinion of probable construction costs.
- Working with the City to develop an accepted path forward in regards to design philosophy, equipment selections, and project budget in order to move into the design/documentation phase.
- Provide design narratives and concept one-line diagrams within a Schematic Design Phase consisting of conceptual design solutions, proposed materials, systems, and equipment.





- › Provide development of floor plans with equipment layouts, equipment schedules, expansion of conceptual design solutions into the beginnings of construction and bid documents within a Design Development Phase.
- › Within the Construction Document Phase, prepare, coordinate, and finalize final construction drawings and specifications, setting forth in great detail the construction requirements for the project.
- › Prepare and issue special design/documentation based on school related requirements for PCR by the OSG&R and address any comments to finalize bid documents.
- › Assist the owner with Bidding Phase activities, including providing attendance at pre-bid walk through, responses to RFI's, issuing any addenda, reviewing contractor's bids, and making any appropriate recommendations
- › Provide submittal reviews, observation services, supplemental documentation, review of quotes/change orders, and project closeout during the Construction Administration Phase.

As the Design Professional, H. F. Lenz Company will provide all services, with the exception of Haz Mat - Special Services, as requested within Section C Scope of Services, of the City RFP for this project.

#### Staff/Consultant Organization

H. F. Lenz will incorporate the same approach for Project Management/Engineering in both the Design and Construction Administration Phases, in that the individuals responsible for a specific discipline of the design process, will be responsible for the execution of their disciplines during Construction Administration phase.

A single point contact for the District, Scott Kraynak, P.E., from H.F. Lenz will coordinate and execute all design and construction administration tasks, with applicable City and non-City personnel, as well as coordinate all engineering/architectural staff/sub-consultants responsible for the successful execution of the project.







## 4. Cost Schedule

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## Cost Schedule

Included in Separate Document as Required by RFP



## 5. Information Regarding: Failure to Complete Work, Defaults, & Litigations

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## 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 so, 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.**

### **2020**

#### **Inland Waters Pollution Control, Inc. & Westmont Borough**

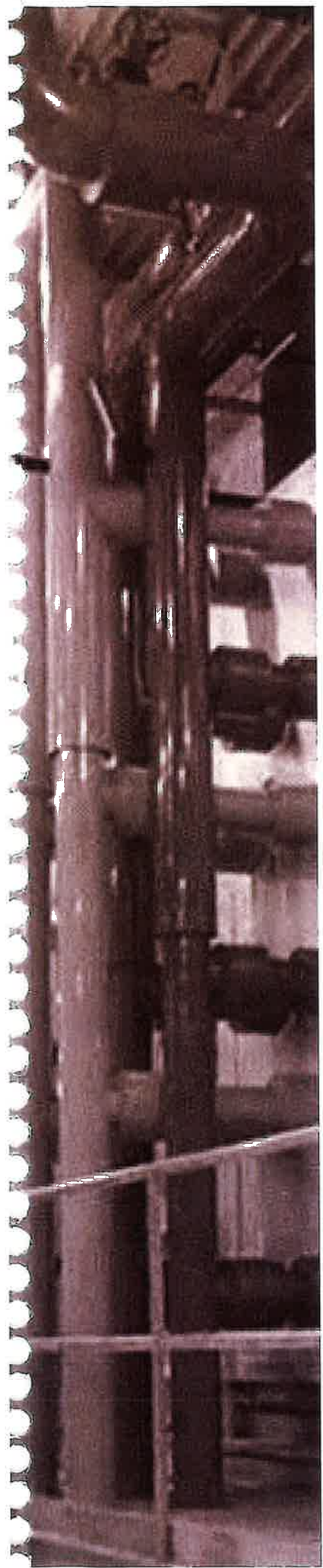
A suit was filed by the general contractor, Inland Waters Pollution Control, Inc. against the Engineer of Record, Mesko & Associates, Inc., as it relates to delays and other claims in connection with a sewer replacement project. A second suit was filed by Westmont Borough against Mesko involving the same Project. Mesko has joined HFL in both suits; HFL believes neither has merit and the suit was dismissed.

### **2019**

#### **Kathleen D. Wilkinson**

A suit was filed against the Commonwealth of Pennsylvania, Department of Transportation, Moon Township, Kathy L. Csonka and Robert Morris University as it relates to an auto accident in Moon Township. PA. H.F. Lenz Company was joined by RMU in the matter. The suit is ongoing.

- 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.



## 6. Exceptions and Alternatives

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## Exceptions and Alternatives

### RFP Section C. 11. Supplemental Services

As a clarification, a hazardous materials consultant can be added if those service are required.

### RFP Section D. Agreement Period

We request the following change be made to the second sentence in this section: The Successful Proposer agrees further that it shall endeavor to complete all work and services required under this contract through June 2024.

Reason: The project start date, time for agency reviews, time for Owner's response to questions, and other factors beyond the reasonable control of the Successful Proposer (i.e. COVID) make it unrealistic to guarantee a project completion date at this time.

### Attachment B of RFP, Sample Contract

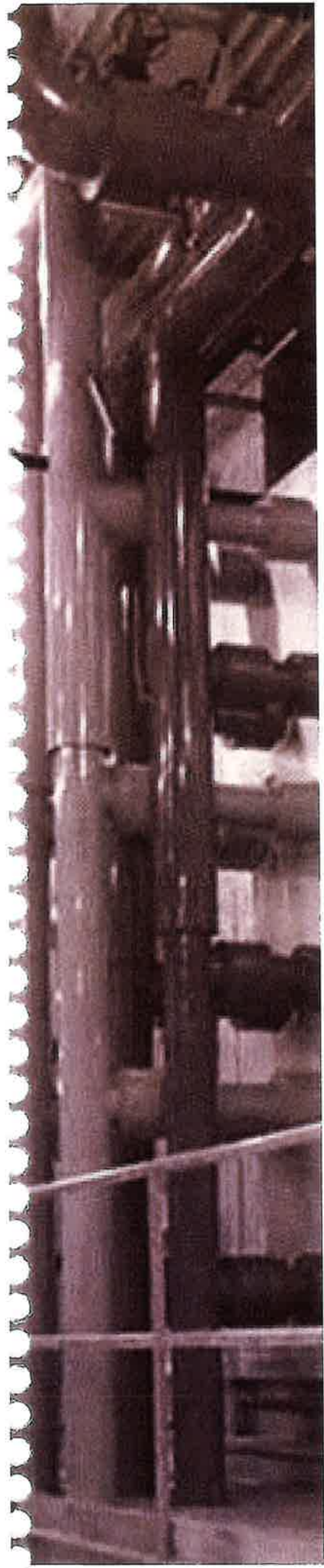
We request the following modifications to the Sample Contract provided in the RFP.

Reason: As originally written, the indemnification is uninsurable. Having an indemnification clause fully insured by professional liability insurance policies is of benefit to both the design professional and Owner.

## 8. Indemnification.

8.1. The Contractor shall indemnify, defend (except for the defense of professional liability claims), 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 reasonable 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, and any claim for intangible loss(es) including but not limited to business losses, lost profits or revenue. and (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; (iii) enforcement action or any claim for negligent breach of the Contractor duties hereunder. ~~or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue~~

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 (except for the defense of professional liability claims) 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, but only to the extent such fine, penalty or other amount imposed on the City is caused by the negligent acts, errors or omissions of Contractor or its subcontractor.



## 7. Required Documents

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**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2021)**  
**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)

**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2021)**  
**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)

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(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

**CITY OF WATERBURY**

**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2021)**

**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

☐

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(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 §40.51 of the Code of Ordinances.

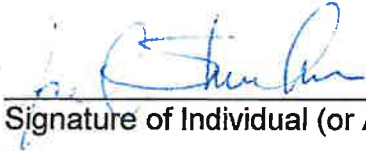
2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 40 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 40.81 of said Code.

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.

H.F. Lenz Co.

(Name of Company, if applicable)



Signature of Individual (or Authorized Signatory)

4/21/22

Date

Joel C. Shumaker, P.E.

Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☒

## **CORPORATE RESOLUTION**

I, David A. Blackner, P.E., hereby certify that I am the duly elected and acting Secretary of H.F. Lenz Co. Corporation, a corporation organized and existing under the laws of the State of Pennsylvania, 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 8th day of April, 2022.

“It is hereby resolved that Joel C. Shumaker, P.E. 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 H.F. Lenz Co. corporation this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Secretary



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

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*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.

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**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:

H.F. Lenz Co.

1407 Scalp Avenue

Johnstown, PA 15904

Print Name and Title of Authorized Representative:

Joel C. Shumaker, P.E., Principal

Signature of Authorized Representative:

Date:

4/21/22



**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 Pennsylvania

SS: \_\_\_\_\_

County of Cambria

Joel C. Shumaker, P.E., being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** Principal of H.F. Lenz Co. (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		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

**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):

	<b>Name</b>	<b>Title</b>	<b>DOB</b>	<b>Stock %</b>
1	Thomas F. Deter	President	6/28/1964	21.89%
2	Steven J. Gridley	Vice President	8/17/1956	7.28%
3	David A. Blackner	Secretary	1/24/1967	7.80%
4	Matthew Donatelli	Treasurer	10/14/1966	11.70%

(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):

	<b>Name</b>	<b>Title</b>	<b>Affiliated Company (if none state NONE)</b>	<b>Address</b>	<b>DOB</b>
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:

	<b>TRADE NAME</b>	<b>PLACE OF INCORPORATION/REGISTRY</b>	<b>PRINCIPAL PLACE OF BUSINESS</b>
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.

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

**For Partnership or LLC**

In presence of:

Attest (Witness Signature)

(Name of Partnership)

(Witness Printed Name)

By:

(Name of General Partner)

(Business Address)

**For Corporation**

Attest (Witness)

Joel C. Shumaker, P.E.

(Corporate Principal – Printed Name)

1407 Scalp Avenue, Johnstown PA 15904

(Business Address)

Affix  
Corporate  
Seal



H.F. Lenz Co.

(Name of Corporation)

By:

(Signature of Authorized Corporate Officer)

Its:

Principal

(Title)

State of Pennsylvania )

) SS (Date)

County of Cambria )

Commonwealth of Pennsylvania - Notary Seal  
Tammy G. Torok, Notary Public  
Indiana County  
My commission expires April 19, 2025  
Commission number 1396426  
Member, Pennsylvania Association of Notaries

\_\_\_\_\_ being duly sworn,

deposes and says that he/she is Principal of H.F. Lenz and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 21 day of April 2022.

My Commission Expires:

4-19-2025

(Notary Public)

ATTACHMENT C

KEVIN MCCAFFERY  
DIRECTOR OF PURCHASING  
236 GRAND STREET  
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)

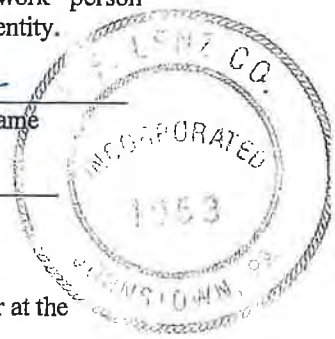
1 4/21/22 4 \_\_\_\_\_  
2 \_\_\_\_\_ 5 \_\_\_\_\_  
3 \_\_\_\_\_ 6 \_\_\_\_\_

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.

25-1007465  
Social Security Number  
or Federal Identification Number

Joel C. Shumaker  
Signature of Individual or Corporate Name  
Pennsylvania  
Joel C. Shumaker, P.E.  
Corporate Officer  
(if applicable)



City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name Scott A. Kraynak  
By: Manager (Title)  
Business Address: 101 Centerpoint Drive, Suite 237  
(City, State, Zip Code)  
Middletown, CT 06457  
Phone: 860-316-2124

Date: 4/21/22

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.

**REQUEST FOR PROPOSAL #7249  
PROFESSIONAL DESIGN SERVICES**

***Prepared for:***  
**THE CITY OF WATERBURY DEPARTMENT OF EDUCATION**

**ARCHITECTURAL/ENGINEERING DESIGN SERVICES  
FOR ASSESSMENT OF MECHANICAL SYSTEM ALTERATIONS (HVAC) FOR THE  
WATERBURY ARTS MAGNET SCHOOL (WAMS) AND THE PALACE THEATER**

***Revised Cost Proposal***

***Prepared by:*** H.F. LENZ  
**COMPANY**

**101 Centerpoint Drive, Suite 237  
Middletown, CT 06457**



**H.F. LENZ  
COMPANY**

*Engineering*

101 CenterPoint Drive  
Suite 237  
Middletown, CT 06457  
Phone: 203-314-5523

June 21, 2022

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

Subject: RFP #7249, A/E Design Services for HVAC WAMS/Palace Theater  
HFL File No. 2022-6000.16

Dear Mr. McCaffery:

In reference to subject RFP, please see attached documents for Revised Cost Proposal, as requested within your letter dated June 16, 2022.

H. F. Lenz thanks you and your team for the continued dialogue in regards to this project and look forward to the possibility of teaming with your group as you move forward with the selection process.

Sincerely (*ENGINEER*),

H.F. LENZ COMPANY

Scott Kraynak, P.E.  
New England Regional Manager

H.F. LENZ COMPANY

Joel C. Shumaker, P.E.  
Principal

I:\Projects\2022\226000\226000x16\Marketing\Drafts\Cost Proposal\22\_0621 SK JCS Cover Letter.docx

Enclosure



# Request for Proposal #7249

By: The City of Waterbury  
Department of Education

Prepared For  
**REVISED** Cost Proposal

HFL File No. 2022-6000.16

June 21, 2022

Prepared By:

**H.F. LENZ  
COMPANY**

*Engineering*

101 Centerpoint Drive,  
Suite 237  
Middletown, CT 06457

Johnstown, Pittsburgh, Lancaster, PA | Middletown, CT | Coneuat, OH



**RFP #7249****REVISED - MECHANICAL SYSTEM ALTERATIONS WAMS / PALACE THEATRE****Submitted by: H. F. Lenz Company**

Task	Staff	Hours	Hourly Rate	Task Cost
2.A.I - Project Admin				
Project Engineer	Scott Kraynak	64	\$ 180.00	\$ 11,520.00
Project Architect	Christopher Williams	8	\$ 180.00	\$ 1,440.00
2.A.II - Discipline Coord				
Principal	Joel Shumaker	4	\$ 205.00	\$ 820.00
Project Engineer	Scott Kraynak	40	\$ 180.00	\$ 7,200.00
Project Architect	Christopher Williams	4	\$ 180.00	\$ 720.00
2.A.III - Agency Consulting				
Project Engineer	Scott Kraynak	8	\$ 180.00	\$ 1,440.00
Project Architect	Christopher Williams	16	\$ 180.00	\$ 2,880.00
2.A.IV - Owner Coord				
Project Engineer	Scott Kraynak	16	\$ 180.00	\$ 2,880.00
Project Architect	Christopher Williams	8	\$ 180.00	\$ 1,440.00
2.A.V - Schedule Development				
Principal	Joel Shumaker	2	\$ 205.00	\$ 410.00
Project Engineer	Scott Kraynak	8	\$ 180.00	\$ 1,440.00
Project Architect	Christopher Williams	2	\$ 180.00	\$ 360.00
2.A.VI - Presentation Services				
Project Engineer	Scott Kraynak	6	\$ 180.00	\$ 1,080.00
Mechanical Engineer	Paul Fiejdasz	6	\$ 145.00	\$ 870.00
3.A - Programming Services				
Project Engineer	Scott Kraynak	4	\$ 180.00	\$ 720.00
Mechanical Engineer	Paul Fiejdasz	24	\$ 145.00	\$ 3,480.00
Project Architect	Christopher Williams	4	\$ 180.00	\$ 720.00
3.B - Facility Surveys				
Electrical Engineer	Scott Kraynak	4	\$ 145.00	\$ 580.00
Mechanical Engineer	Paul Fiejdasz	32	\$ 145.00	\$ 4,640.00
Architect	Mark Pozzi	4	\$ 145.00	\$ 580.00
Structural Engineer	Dave Blackner	8	\$ 145.00	\$ 1,160.00
4.A - Site Development Services				
Project Engineer	Scott Kraynak	4	\$ 180.00	\$ 720.00
Project Architect	Christopher Williams	8	\$ 180.00	\$ 1,440.00
5.A - Arch Schematic Design				
Project Architect	Christopher Williams	4	\$ 180.00	\$ 720.00
Architect	Mark Pozzi	8	\$ 145.00	\$ 1,160.00

5.B - Arch Design Development

Project Architect	Christopher Williams	2	\$	180.00	\$	360.00
Architect	Mark Pozzi	12	\$	145.00	\$	1,740.00

5.C - Arch Construction Documents

Project Architect	Christopher Williams	2	\$	180.00	\$	360.00
Architect	Mark Pozzi	12	\$	145.00	\$	1,740.00

6.A - MEPS Schematic Design

Principal	Joel Shumaker	2	\$	205.00	\$	410.00
Project Engineer	Scott Kraynak	20	\$	180.00	\$	3,600.00
Mechanical Engineer	Paul Fiejdasz	140	\$	145.00	\$	20,300.00
Electrical Engineer	Scott Kraynak	16	\$	145.00	\$	2,320.00
Plumbing Designer	Christopher Formica	4	\$	120.00	\$	480.00
Fire Protection Designer	Christopher Formica	4	\$	120.00	\$	480.00
Structural Engineer	Dave Blackner	8	\$	145.00	\$	1,160.00

6.B - MEPS Design Development

Principal	Joel Shumaker	2	\$	205.00	\$	410.00
Project Engineer	Scott Kraynak	32	\$	180.00	\$	5,760.00
Mechanical Engineer	Paul Fiejdasz	120	\$	145.00	\$	17,400.00
Electrical Engineer	Scott Kraynak	24	\$	145.00	\$	3,480.00
Plumbing Designer	Christopher Formica	8	\$	120.00	\$	960.00
Fire Protection Designer	Christopher Formica	8	\$	120.00	\$	960.00
Structural Engineer	Dave Blackner	8	\$	145.00	\$	1,160.00

6.C - MEPS Construction Documents

Principal	Joel Shumaker	2	\$	205.00	\$	410.00
Project Engineer	Scott Kraynak	40	\$	180.00	\$	7,200.00
Mechanical Engineer	Paul Fiejdasz	180	\$	145.00	\$	26,100.00
Electrical Engineer	Scott Kraynak	24	\$	145.00	\$	3,480.00
Plumbing Designer	Christopher Formica	8	\$	120.00	\$	960.00
Fire Protection Designer	Christopher Formica	8	\$	120.00	\$	960.00
Structural Engineer	Dave Blackner	8	\$	145.00	\$	1,160.00

7 - Special Design/Documentation

Project Engineer	Scott Kraynak	16	\$	180.00	\$	2,880.00
Mechanical Engineer	Paul Fiejdasz	16	\$	145.00	\$	2,320.00
Project Architect	Christopher Williams	8	\$	180.00	\$	1,440.00

8.A - SD Research / Specifications

Principal	Joel Shumaker	2	\$	205.00	\$	410.00
Project Engineer	Scott Kraynak	2	\$	180.00	\$	360.00
Mechanical Engineer	Paul Fiejdasz	24	\$	145.00	\$	3,480.00
Structural Engineer	Dave Blackner	2	\$	145.00	\$	290.00

8.B - DD Research / Specifications

Project Engineer	Scott Kraynak	2	\$	180.00	\$	360.00
Mechanical Engineer	Paul Fiejdasz	16	\$	145.00	\$	2,320.00
Electrical Engineer	Scott Kraynak	2	\$	145.00	\$	290.00
Plumbing Designer	Christopher Formica	2	\$	120.00	\$	240.00
Fire Protection Designer	Christopher Formica	2	\$	120.00	\$	240.00
Architect	Mark Pozzi	2	\$	145.00	\$	290.00
Structural Engineer	Dave Blackner	4	\$	145.00	\$	580.00

#### 8.C - CD Research / Specifications

Project Engineer	Scott Kraynak	4	\$	180.00	\$	720.00
Mechanical Engineer	Paul Fiejdasz	16	\$	145.00	\$	2,320.00
Electrical Engineer	Scott Kraynak	2	\$	145.00	\$	290.00
Plumbing Designer	Christopher Formica	2	\$	120.00	\$	240.00
Fire Protection Designer	Christopher Formica	2	\$	120.00	\$	240.00
Architect	Mark Pozzi	2	\$	145.00	\$	290.00
Structural Engineer	Dave Blackner	4	\$	145.00	\$	580.00

#### 9.A - Bidding Materials

Principal	Joel Shumaker	2	\$	205.00	\$	410.00
Project Engineer	Scott Kraynak	4	\$	180.00	\$	720.00
Project Architect	Christopher Williams	4	\$	180.00	\$	720.00

#### 9.B - Addenda

Project Engineer	Scott Kraynak	4	\$	180.00	\$	720.00
Mechanical Engineer	Paul Fiejdasz	8	\$	145.00	\$	1,160.00
Architect	Mark Pozzi	1	\$	145.00	\$	145.00

#### 9.C - Bidding Services

Project Engineer	Scott Kraynak	8	\$	180.00	\$	1,440.00
Mechanical Engineer	Paul Fiejdasz	16	\$	145.00	\$	2,320.00
Electrical Engineer	Scott Kraynak	1	\$	145.00	\$	145.00
Plumbing Designer	Christopher Formica	1	\$	120.00	\$	120.00
Fire Protection Designer	Christopher Formica	1	\$	120.00	\$	120.00
Architect	Mark Pozzi	2	\$	145.00	\$	290.00

#### 9.D - Alternates / Substitutions

Project Engineer	Scott Kraynak	2	\$	180.00	\$	360.00
Mechanical Engineer	Paul Fiejdasz	8	\$	145.00	\$	1,160.00

#### 10.A - Submittal Services

Project Engineer	Scott Kraynak	16	\$	180.00	\$	2,880.00
Mechanical Engineer	Paul Fiejdasz	80	\$	145.00	\$	11,600.00
Electrical Engineer	Scott Kraynak	2	\$	145.00	\$	290.00
Plumbing Designer	Christopher Formica	2	\$	120.00	\$	240.00
Fire Protection Designer	Christopher Formica	2	\$	120.00	\$	240.00
Architect	Mark Pozzi	2	\$	145.00	\$	290.00

#### 10.B - Observation Services

Project Engineer	Scott Kraynak	16	\$	180.00	\$	2,880.00
Mechanical Engineer	Paul Fiejdasz	80	\$	145.00	\$	11,600.00
Electrical Engineer	Scott Kraynak	4	\$	145.00	\$	580.00
Plumbing Designer	Christopher Formica	4	\$	120.00	\$	480.00
Fire Protection Designer	Christopher Formica	4	\$	120.00	\$	480.00
Architect	Mark Pozzi	4	\$	145.00	\$	580.00

#### 10.C - Supplemental Documentation

Project Engineer	Scott Kraynak	2	\$	180.00	\$	360.00
Mechanical Engineer	Paul Fiejdasz	4	\$	145.00	\$	580.00

#### 10.D - Request/Change Orders

Project Engineer	Scott Kraynak	4	\$	180.00	\$	720.00
Mechanical Engineer	Paul Fiejdasz	8	\$	145.00	\$	1,160.00

10.E - Contract Cost Accounting						
Project Engineer	Scott Kraynak	12	\$	180.00	\$	2,160.00
10.F - Interpretations and Decisions						
Project Engineer	Scott Kraynak	2	\$	180.00	\$	360.00
Mechanical Engineer	Paul Fiejdasz	4	\$	145.00	\$	580.00
10.G - Project Closeout						
Project Engineer	Scott Kraynak	8	\$	180.00	\$	1,440.00
Mechanical Engineer	Paul Fiejdasz	16	\$	145.00	\$	2,320.00
Electrical Engineer	Scott Kraynak	1	\$	145.00	\$	145.00
Plumbing Designer	Christopher Formica	1	\$	120.00	\$	120.00
Fire Protection Designer	Christopher Formica	1	\$	120.00	\$	120.00
Architect	Mark Pozzi	2	\$	145.00	\$	290.00
10.H - Record Drawings						
Project Engineer	Scott Kraynak	2	\$	180.00	\$	360.00
Mechanical Engineer	Paul Fiejdasz	4	\$	145.00	\$	580.00
Electrical Engineer	Scott Kraynak	1	\$	145.00	\$	145.00
Plumbing Designer	Christopher Formica	1	\$	120.00	\$	120.00
Fire Protection Designer	Christopher Formica	1	\$	120.00	\$	120.00
Architect	Mark Pozzi	1	\$	145.00	\$	145.00
10.I - Warranty Review						
Project Engineer	Scott Kraynak	1	\$	180.00	\$	180.00
Mechanical Engineer	Paul Fiejdasz	2	\$	145.00	\$	290.00
Electrical Engineer	Scott Kraynak	1	\$	145.00	\$	145.00
Plumbing Designer	Christopher Formica	1	\$	120.00	\$	120.00
Fire Protection Designer	Christopher Formica	1	\$	120.00	\$	120.00
Architect	Mark Pozzi	1	\$	145.00	\$	145.00
11.A - Supplemental Services						
Principal	Joel Shumaker	2	\$	205.00	\$	410.00
Project Engineer	Scott Kraynak	2	\$	180.00	\$	360.00
Structural Engineer	Dave Blackner	8	\$	145.00	\$	1,160.00
Project Architect	Christopher Williams	2	\$	180.00	\$	360.00
Architect	Mark Pozzi	8	\$	145.00	\$	1,160.00
11.B - Special Discipline Consults						
Principal	Joel Shumaker	2	\$	205.00	\$	410.00
Project Engineer	Scott Kraynak	2	\$	180.00	\$	360.00
Mechanical Engineer	Paul Fiejdasz	4	\$	145.00	\$	580.00
Project Architect	Christopher Williams	4	\$	180.00	\$	720.00
11.C - Selective Demolition						
Project Engineer	Scott Kraynak	2	\$	180.00	\$	360.00
Mechanical Engineer	Paul Fiejdasz	12	\$	145.00	\$	1,740.00
Structural Engineer	Dave Blackner	4	\$	145.00	\$	580.00
Architect	Mark Pozzi	4	\$	145.00	\$	580.00

**Total Fee: \$ 237,525.00**

THE CITY OF WATERBURY  
**MEMORANDUM**

**From:** Delinquent Tax Office

**Date** 6/23/2022

**To:** Amy Hunihan- KBE Building Project Manger  
Department of Education

**Subject:** Tax Clearance


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As of this date, the records in the Tax Collector's Office indicate that the following **is not delinquent**.

H. F. Lenz Co.  
Thomas Deter  
Steven Gridley  
101 Centerpoint Drive, Suite 237  
Middletown, CT 06457

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,



NJO/wmf

Nancy J. Olson, CCMC  
Deputy Revenue Collections Manager  
City of Waterbury

**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 Pennsylvania

SS: \_\_\_\_\_

County of Cambria

Joel C. Shumaker, P.E., being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** Principal of H.F. Lenz Co. (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		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

**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):

	<b>Name</b>	<b>Title</b>	<b>DOB</b>	<b>Stock %</b>
1	Thomas F. Deter	President	6/28/1964	21.89%
2	Steven J. Gridley	Vice President	8/17/1956	7.28%
3	David A. Blackner	Secretary	1/24/1967	7.80%
4	Matthew Donatelli	Treasurer	10/14/1966	11.70%

(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):

	<b>Name</b>	<b>Title</b>	<b>Affiliated Company (if none state NONE)</b>	<b>Address</b>	<b>DOB</b>
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:

	<b>TRADE NAME</b>	<b>PLACE OF INCORPORATION/REGISTRY</b>	<b>PRINCIPAL PLACE OF BUSINESS</b>
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.



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

**For Partnership or LLC**

In presence of:

Attest (Witness Signature)

(Name of Partnership)

(Witness Printed Name)

By:

(Name of General Partner)

(Business Address)

**For Corporation**

Attest (Witness)

Joel C. Shumaker, P.E.

(Corporate Principal – Printed Name)

1407 Scalp Avenue, Johnstown PA 15904

(Business Address)

Affix  
Corporate  
Seal

H.F. Lenz Co.

(Name of Corporation)

By:

(Signature of Authorized Corporate Officer)

Its:

Principal

(Title)

State of Pennsylvania )

) SS (Date)

County of Cambria )

Commonwealth of Pennsylvania - Notary Seal  
Tammy G. Torok, Notary Public  
Indiana County  
My commission expires April 19, 2025  
Commission number 1396426  
Member, Pennsylvania Association of Notaries

\_\_\_\_\_ being duly sworn,  
deposes and says that he/she is Principal of H.F. Lenz and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 21 day of April 2022.

My Commission Expires: 4-19-2025

(Notary Public)

## **Memorandum**

To: Board of Aldermen

From: Will Zhuta, Director of Technology, Department of Education  
Dan Barry, Director of Security, Department of Education

Date: June 30, 2022

Re: **Board of Education and Board of Aldermen Approval Request / Executive Summary - Contract for School Security Video Surveillance and Access Control**

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The Department of Education Computer Technology Center respectfully requests your approval of the above-referenced contract for School Security Video Surveillance and Access Control between the City of Waterbury and Utility Communications, Inc. The total compensation for the contract is **\$1,365,819.18**; The State of CT Dept. of Emergency Services and Public Protection grant award is **\$600,599.00** with a local match requirement.

This contract was initiated under the Request for Proposal (**RFP #7271**). There were two bidders for this project: Utility Communications, Inc. provided the lowest cost proposal, and the most qualified responsible bid.

This contract will allow the Waterbury Public Schools to work with a certified integrator who can meet the complex requirements of the current school security system. The integrator will design, install, train, and provide three years of support to the following 7 schools:

**Grant Award will cover the following schools:**

**Kennedy High School, Kingsbury Elementary School, Rotella Magnet School, and Waterbury Career Academy.**

**Capital/ Sinking Fund and/or other anticipated Security Grant Funding Opportunities will cover the following schools:**

**Carrington PK-8 School, International School, North End Middle School**

The School Security Video Surveillance and Access Control system will consist of a new Milestone network digital video recording servers, door access controllers, door nodes and strikes, Axis digital cameras, and new front door video entry systems.

Accordingly, attached for your review and consideration are 11 copies of the proposed contract, plus the Vendor Award letter as prepared by the Purchasing Department, the Successful Bidder's Bid Form and Disclosure and Certification of Obligations Affidavit Regarding Outstanding Obligation, plus a copy of the Tax Clearance issued by the Office of Tax Collections.

Please note that one complete set of Documents, including Contracts, Plans, and Specifications, has been placed on file with the City Clerk's Office.

Thank you.

**CONTRACT (RFP # 7271)**  
**for**  
**School Security Video Surveillance &**  
**Access Control System Expansions and Upgrades**  
**between**  
**City of Waterbury**  
**and**  
**Utility Communications, Inc.**

**THIS CONTRACT (the “Agreement”** effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the “City”), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and Utility Communications, Inc. (“Contractor”) with a principal business location at 920 Sherman Avenue, Hamden, Connecticut 06514, a State of Connecticut duly registered domestic corporation (jointly referred to as the "Parties" to the Agreement).

**WHEREAS**, the City applied for, and was awarded, grant funding under the “2021 Public School Security Competitive Grant Program” from the State of Connecticut Department of Emergency Services and Public Protection (DESPP), Division of Emergency Management and Homeland Security (DEMHS) to provide for school security infrastructure improvement at four (4) Waterbury Schools (John F. Kennedy High School, Rotella Interdistrict Magnet School, FJ Kingsbury Elementary School, and Waterbury Career Academy) as described in the “Notice of Grant Award,” dated February 24, 2022 (attached hereto in Attachment A), (herein referred to as the “Grant” or “Grant Award”); and

**WHEREAS**, the Grant provides that the District is entitled to 79.9% reimbursement of the costs related to school security infrastructure improvement at the above-named schools as listed in the Grant Award and the City shall provide local funding for the remainder of the cost; and

**WHEREAS**, the City also desires to provide for the same school security infrastructure improvements at three (3) additional Waterbury Schools (North End Middle School, Carrington Elementary School, and International Dual Language School) that are not listed in the Grant Award (schools not eligible for reimbursement/funding under the Grant); and

**WHEREAS**, the Contractor submitted a proposal to the City in response to **Request for Proposal (“RFP”) Number 7271** for School Security Video Surveillance & Access Control System Expansions and Upgrades at the above-mentioned seven (7) Waterbury Schools; and

**WHEREAS**, the City selected the Contractor to perform the services regarding **RFP No. 7271**; and

**WHEREAS**, the City desires to obtain the Contractor's services for pursuant to the terms, conditions and provisions set forth in this Contract (the “Project”).

**NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

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

**1.1.** The Project consists of, and the Contractor shall provide, all materials, equipment, labor, installation, support and services for the School Security Video Surveillance & Access Control System Expansions and Upgrades Project at the following Waterbury Public Schools (WPS):

SCHOOL	ADDRESS	TYPE
Kennedy High School	422 Highland Avenue	High School
Kingsbury School	220 Columbia Boulevard	Elementary
Rotella School	380 Pierpont Road	Elementary
Waterbury Career Academy	175 Birch Street	High School
*North End Middle School	534 Bucks Hill Road	Middle School
*Carrington School	24 Kenmore Avenue	PK-8
*International School	116 Beecher Ave	Elementary

*\*Indicates schools not eligible for funding/reimbursement under the Grant*

The Project further consists of, but is not limited to, Training of Central Office and the Administration of each school on the use of each security and camera system; six (6) months after installation, the Contractor shall conduct a complete preventative maintenance check on the system, make any necessary repairs and/or programming, and provide a written report to the City. The Contractor will also furnish Milestone Video Surveillance Systems and S2 Access Control Systems, including all required cabling, testing, system configuration and work within data rooms, door modifications, installation, coring, and cabling for security, and cameras, programming of pathways, warranties, etc., and all necessary work, services, and parts to be provided and supplied as detailed and described in the RFP/Proposal Documents in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1** Addendum #1 to RFP No. 7271, dated May 27, 2022, consisting of 3 pages (attached hereto);
- 1.1.2** RFP No. 7271, consisting of 12 pages (excluding attachments), attached hereto;
- 1.1.3** Contractor's Updated "Equipment List and Pricing," ("Updated Price Proposal") dated (updated) July 6, 2022, consisting of 9 pages, attached hereto;

- 1.1.4** Contractor's Response to RFP No. 7271, consisting of 44 pages, including DAS Prequalification Certifications (excluding portions of Section 5 (City Sample Contract, Contract Compliance Documents, CHRO Documents), Section 6 (Bid Bond), and Section 7 (RFP Addendum)), attached hereto;
- 1.1.5** "Scope of Services" (Attachment F to RFP No. 7271), consisting of 130 pages, and including the following project specifications, drawings, and equipment specifications:
  - 1.1.5.1** "Pathways for Security Systems," section 28 05 28, consisting of 12 pages (attached hereto);
  - 1.1.5.2** "Video Surveillance System," section 28 23 00, consisting of 17 pages; (attached hereto);
  - 1.1.5.3** "School Security Drawings," consisting of 22 pages (attached hereto and as otherwise incorporated by reference);
  - 1.1.5.4** "Waterbury New Bid Equipment List," consisting of 1 page (attached hereto);
  - 1.1.5.5** "Access Control System," section 28 13 00, consisting of 23 pages; (attached hereto);
  - 1.1.5.6** "Communication Horizontal Cabling," section 27 15 00, consisting of 17 pages (attached hereto);
  - 1.1.5.7** "Door Hardware Sets," section 080671, consisting of 6 pages (attached hereto);
  - 1.1.5.8** "Hollow Metal Doors and Frames," section 081113, consisting of 10 pages (attached hereto);
  - 1.1.5.9** "Security Conductors & Cables," section 28 05 00, consisting of 5 pages (attached hereto);
  - 1.1.5.10** "Seneca Certainty 400 Series" and "Seneca Assurance 300 Series" Server Specifications, consisting of 4 pages (attached hereto);
  - 1.1.5.11** Dell Technologies Specifications, consisting of 7 pages (attached hereto);
  - 1.1.5.12** Samsung Specifications, consisting of 4 pages (attached hereto);
- 1.1.6** "Notice of Grant Award" from the State of Connecticut Department of Emergency Services and Public Protection (DESPP), Division of Emergency Management and Homeland Security (DEMHS) for the "2021 Public School Security Competitive Grant Program" (DEMHS Grant #: 021S151A), dated February 24, 2022, consisting of 13 pages, attached hereto;
- 1.1.7** Contractor's Commission on Human Rights and Opportunities Contract Compliance documentation and Contractor's Affirmative Action/Equal Opportunity Plan, consisting of 7 pages, attached hereto (and as may be incorporated by reference);
- 1.1.8** "Good Jobs Ordinance" City of Waterbury Ordinance "Chapter 34: City Policy, 'Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects,'" consisting of 7 pages, attached hereto;
- 1.1.9** State Prevailing Wage Documentation, consisting of 8 pages, attached hereto (any updated wage rates incorporated by reference);

- 1.1.10 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference);
- 1.1.11 City Contract Compliance Documents (Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate), consisting of 13 pages, attached hereto;
- 1.1.12 Certificates of Insurance (attached hereto or otherwise incorporated by reference);
- 1.1.13 Contractor's Payment and Performance Bonds (attached hereto or otherwise incorporated by reference);
- 1.1.14 Any and all applicable Licenses or Permits (incorporated by reference);
- 1.1.15 All applicable Federal, State, and local statutes, regulations charter and ordinances (incorporated by reference);

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

- 1.2.1 Federal, State, and local laws, regulations, charter and ordinances
- 1.2.2 Contract Amendment(s) and Change Orders
- 1.2.3 This Contract
- 1.2.4 Addendum #1 to City's RFP No. 7271
- 1.2.5 RFP No. 7271 (including attachments thereto)
- 1.2.6 Contractor's Updated Price Proposal
- 1.2.7 Contractor's Response to RFP No. 7271

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 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.

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

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

**3. Responsibilities of the Contractor.** In addition to the above requirements of Section 2, the Contractor agrees to properly implement the services required in the manner herein provided. The Contractor shall, in addition to any other responsibilities set forth in this Contract and the Schedules and Attachments hereto, perform the following coincident with the performance of this Contract:

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

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

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

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

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

**3.1.5** it has familiarized itself with the nature and extent of the 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 RFP documents and other documents for **RFP Number 7271** (collectively "RFP Documents");

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

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

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



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

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

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

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

**3.4. Working Hours.** To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours specified in **Attachment A** or as otherwise may be agreed to with prior written permission obtained from the City to work during other times. This provision shall not excuse the Contractor from timely performance under the Contract.

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

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

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

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

**3.8. Contractor's Employees.** The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned. The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove any Contractor employee expressly named, identified or required in this Contract. All employees must comply (and be in compliance) with the provisos of Section 2 of this Agreement

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

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

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

**3.12. Manufacturer's Directions.** Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that

the said application or installation by the Contractor shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the Project site. 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.

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

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

**4.2.** The City reserves the right to **(i)** perform work related or unrelated to the Project with the City's own forces adjoining, adjacent to, or in the vicinity of, the Project site and/or **(ii)** let separate contracts related or unrelated to the Project for work and services adjoining, adjacent to, or in the vicinity of, the Project site. In such event, the Contractor shall afford all such parties reasonable opportunity for storage of materials and equipment and for the uninterrupted provision and delivery of such parties' work and/or services. The Contractor shall cooperate with such parties and in the case of a dispute, the decision of the City shall be complied with by all.

**5. Contract Time.** The Contractor shall Substantially Complete all work and services required under this Contract within **Sixty (60) consecutive calendar days** of the City's written Notice to Proceed and shall reach Final Completion within **Ninety (90) consecutive calendar days** of the City's written Notice to Proceed ("Contract Time").

**5.1.** Within one (1) week of the City's issuance of its written notice to proceed, and prior to the commencement of any work on the Project site, the Contractor shall submit for the City's written approval a construction progress schedule (also may be referred to as "Project Schedule"). On a weekly 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 Dollars and Zero Dollars (\$500.00) per consecutive calendar day** for each and every calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

**5.2.1.2** The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other 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 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 **One Million Three Hundred Sixty-Five Thousand Eight Hundred Nineteen Dollars and Eighteen Cents (\$1,365,819.18)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Updated Price Proposal and the Grant Award as is set forth in **Attachment A**, and as summarized below:

**6.1.1 Grant Funded Schools (4) (Eligible for 79.9% reimbursement)**

VSS and ACS system furnished and installed, including all upgrades and expansions	
Kennedy High School .....	\$240,704.28
Kingsbury School .....	\$117,633.23
Rotella School .....	\$170,072.46
Waterbury Career Academy .....	\$318,557.61
<b>Amount not to exceed .....</b>	<b>\$846,967.58</b>

**6.1.2 Schools Not Eligible for Reimbursement/Funding Under the Grant (3)**

VSS and ACS system furnished and installed, including all upgrades and expansions	
Carrington School .....	\$163,001.43
International School .....	\$45,184.78
North End Middle School .....	\$186,500.01
<b>Amount not to exceed.....</b>	<b>\$394,686.22</b>

**6.1.3 City Controlled Contingency\***

Amount not to exceed.....	<b>\$124,165.38</b>
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**TOTAL COMPENSATION ..... \$1,365,819.18**

*\*The City Controlled Contingency, set forth above, shall only be used upon prior written approval from the City/Using Agency.*

**6.2. Retainage.** At the City's sole discretion, it hereby reserves the right to withhold as retainage five percent (5%) percent 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 Contract 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 Vendor's and/or its affiliates real and personal property taxes and other payment obligations to the City.

**6.4. Proposal Costs.** All costs of the Contractor in preparing its bid for **RFP Number 7271** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

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

**6.6. Liens.** Neither the City's final payment nor any part of the retained percentage, if any, shall become due until the Contractor, 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 fee.

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

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

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

**6.9.1** submit Applications for Payment in accordance with the following:

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

**6.9.2** Progress and Final Payments

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

**7. Warranty of the Contractor.** The Contractor warrants to the City that all materials, supplies, components, equipment, labor, etc., furnished under this Contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this Contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this Contract within the greater of (i) three (3) years after the City delivers its written notice of its acceptance of the Project which includes warranty for all equipment and labor including shipping, and travel time a five (5) year factor

warranty on the Milestone/Dell servicers; or **(ii)** that time period, warranty period, or date expressly stated elsewhere in this Contract and **Attachment A**.

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

## **8. Passing of Title and Risk of Loss.**

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

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

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

## **9. Indemnification.**

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



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

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

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

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

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

**10. Contract Bonds.** The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a penal sum equaling the Section 6 "Total Compensation" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of **(i)** the warranty period set forth in Section 7 of this Contract, or **(ii)** 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 so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

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

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

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

**11.4.1 General Liability Insurance:**

**\$1,000,000.00** per occurrence

**\$2,000,000.00** aggregate

**\$2,000,000.00** products /completed operations aggregate

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

**11.4.2 Automobile Liability Insurance:**

**\$1,000,000.00** combined single limit (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:**

**\$1,000,000.00** each occurrence

**\$1,000,000.00** aggregate

Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

**11.4.5 Cyber/Privacy/Network:**

**\$1,000,000.00** per loss

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

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

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

**12.2.2** The Contractor is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The

American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

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

**12.4. Compliance with CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5.**

**12.4.1 Definitions –** For purposes of this paragraph:

i. "Small contractor" means any contractor, subcontractor, manufacturer, service company or nonprofit corporation (A) that maintains its principal place of business in the state, (B) that had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year prior to such application, and (C) that is independent. "Small contractor" does not include any person who is affiliated with another person if both persons considered together have a gross revenue exceeding fifteen million dollars.

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

iii. "Municipal public works contract" means that portion of an agreement entered into on or after October 1, 2015, between any individual, Contractor or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding

any project of an alliance district, as defined in section 10-262u, as amended by this act, financed by state funding in an amount equal to fifty thousand dollars or less.

**12.4.2** The Contractor and subcontractor shall comply with the specific requirements of the State of Connecticut Set Aside Program, CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5, if the municipal public works contract awarded to the Contractor is funded in whole or in part by state funds.

**12.4.3** The Contractor shall be subject to the following set-aside requirements if the municipal public works contract, is funded in whole or in part by the State of Connecticut, and is in excess of FIFTY THOUSAND DOLLARS (\$50,000.00), for the construction, rehabilitation, conversion, extension, demolition, or repairing of a public building or highway, or other changes or improvements in real property.

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

- i. set aside at least twenty-five per cent (25%) of the total value of the state's financial assistance for such contract for award to subcontractors who are small contractors, and
- ii. of that portion to be set aside in accordance with Subparagraph i. of this subdivision, reserve a portion equivalent to twenty-five per cent (25%) of the total value of the contract or portion thereof to be set aside for awards to subcontractors who are minority business enterprises.

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

**13. Discriminatory Practices.** In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, sexual orientation, 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.

**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, sexual orientation, 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

**13.3. Affirmative Action.**

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

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

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

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



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

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

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

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

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

**14.1.4 Definitions.** For purposes of this paragraph:

- i.** “Administrator” shall be defined as it is in the Good Jobs Ordinance.
- ii.** “Apprentice” shall be defined as it is in the Good Jobs Ordinance.
- iii.** “Basic Skilled Worker” shall be defined as it is in the Good Jobs Ordinance.
- iv.** “Contractor” shall be defined as it is in the Good Jobs Ordinance.
- v.** “Covered Project” shall be defined as it is in the Good Jobs Ordinance.
- vi.** “Hiring Goal” shall be defined as it is in the Good Jobs Ordinance.

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

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

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

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

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

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

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

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

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

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

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

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

**14.1.7 Action Plan and Pre-Construction Meeting.** Not later than fourteen (14) business days prior to the scheduled commencement date for construction, the Contractor shall submit a written plan-of-action to the City and to the Administrator of the Good Jobs Ordinance defining how the Contractor, and each Subcontractor, shall implement Good Faith Efforts to fulfill the Hiring Goals. Each plan-of-action

shall include the anticipated number of job positions required for the Work. Not later than five (5) business day prior to the commencement date of construction, the Contractor must attend a mandatory "pre-construction" meeting with the City to review all plans-of-action and other relevant materials. No construction work shall proceed absent this pre-construction meeting.

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

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

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

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

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

## **14.2. Liquidated Damages Applicable To Section 14.1.**

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

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

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

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

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

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

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

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

**15. Housing and Urban Development Section 3 Clause.** In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. Part 75, §§75.1 – 75.33 (formerly 24 C.F.R. Part 135, §135.38) may apply and the Contractor shall then be required to comply with the following (referred to as the "Section 3 clause"):

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

**15.2.** The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. Part 75, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

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

**15.4.** The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 75. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 75.

**15.5.** The Contractor will certify that any vacant employment positions, including training positions, that are filled **(i)** after the Contractor is selected but before the Contract is executed, and **(ii)** with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 75.

**15.6.** Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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

## **16. Termination.**

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

termination shall automatically become effective and binding, or **(ii)** giving written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination.

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

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

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

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

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

**16.3.2 Effects of Reduced Levels of Funding.** If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated,

authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

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

#### **16.4. Rights Upon Termination.**

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

**16.4.2 Termination for Lack of Funding or Convenience.** In the event of termination by the City for lack of funding or convenience, the City shall pay the Contractor for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc.(including any holdbacks) installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. delivered to, in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. 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, any and all subcontracts for products, services and functions provided exclusively under this Contract.

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

**17. Force Majeure.** 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:

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

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

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

**17.4.** strikes and labor disputes; and

**17.5.** 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 schedule set forth in Section 5 of this Contract and their obligations under this Agreement.

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

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



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

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

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

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

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

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

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

**24. Independent Contractor Relationship.** The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall

be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

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

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

**27. Changes in the Project: Change Orders.**

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

**27.2. Procedures.**

**27.2.1 The Contractor's Response to a Change Request.**

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

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

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

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

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

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

**28. Conflicts or Disputes.** This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) the City's RFP Number 7271, including attachments thereto and Addendum #1 to RFP No. 7271; (ii) the Contractor's Updated Price Proposal dated July 6, 2022; and (iii) Contractor's Response to RFP No. 7271. Said historical documents are attached hereto as part of **Attachment A**.

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

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

**29. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.** The Contractor agrees that 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.

**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 therefrom 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: Utility Communications, Inc.  
920 Sherman Avenue  
Hamden, CT 06514

City: City of Waterbury. Dept. of Education  
Chase Municipal Building  
Attn: IT Dept. & School Security  
235 Grand Street  
Waterbury, CT 06702

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

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

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

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

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

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

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

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

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

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

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

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

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

**34.10.** The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <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

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

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

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

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

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

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

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

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

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

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

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

- 35.6. Contract Time:** The number of days as stated in the Contract to: (i) achieve Substantial Completion, (ii) Final Completion.
- 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. Also may be referred to as the Scope of Services.
- 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:** City of Waterbury Department of Education, Information Technology Center and School Security.

**[Signature page follows]**

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

**WITNESSES:**

**CITY OF WATERBURY**

Sign: \_\_\_\_\_  
Print name:

By: \_\_\_\_\_  
Neil M. O'Leary, Mayor

Sign: \_\_\_\_\_  
Print name:

Date: \_\_\_\_\_

**WITNESSES:**

**UTILITY COMMUNICATIONS, INC.**

Sign: \_\_\_\_\_  
Print name:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print name:

Date: \_\_\_\_\_

## ATTACHMENT A

1. Addendum #1 to RFP No. 7271, dated May 27, 2022, consisting of 3 pages (attached hereto);
2. RFP No. 7271, consisting of 12 pages (excluding attachments), attached hereto;
3. Contractor's Updated "Equipment List and Pricing," ("Updated Price Proposal") dated (updated) July 6, 2022, consisting of 9 pages, attached hereto;
4. Contractor's Response to RFP No. 7271, consisting of 44 pages, including DAS Prequalification Certifications (excluding portions of Section 5 (City Sample Contract, Contract Compliance Documents, CHRO Documents), Section 6 (Bid Bond), and Section 7 (RFP Addendum)), attached hereto;
5. "Scope of Services" (Attachment F to RFP No. 7271), consisting of 130 pages, and including the following project specifications, drawings, and equipment specifications:
  - 5.1 "Pathways for Security Systems," section 28 05 28, consisting of 12 pages (attached hereto);
  - 5.2 "Video Surveillance System," section 28 23 00, consisting of 17 pages; (attached hereto);
  - 5.3 "School Security Drawings," consisting of 22 pages (attached hereto and as otherwise incorporated by reference);
  - 5.4 "Waterbury New Bid Equipment List," consisting of 1 page (attached hereto);
  - 5.5 "Access Control System," section 28 13 00, consisting of 23 pages; (attached hereto);
  - 5.6 "Communication Horizontal Cabling," section 27 15 00, consisting of 17 pages (attached hereto);
  - 5.7 "Door Hardware Sets," section 080671, consisting of 6 pages (attached hereto);
  - 5.8 "Hollow Metal Doors and Frames," section 081113, consisting of 10 pages (attached hereto);
  - 5.9 "Security Conductors & Cables," section 28 05 00, consisting of 5 pages (attached hereto);
  - 5.10 "Seneca Certainty 400 Series" and "Seneca Assurance 300 Series" Server Specifications, consisting of 4 pages (attached hereto);
  - 5.11 Dell Technologies Specifications, consisting of 7 pages (attached hereto);
  - 5.12 Samsung Specifications, consisting of 4 pages (attached hereto);
6. "Notice of Grant Award" from the State of Connecticut Department of Emergency Services and Public Protection (DESPP), Division of Emergency Management and Homeland Security (DEMHS) for the "2021 Public School Security Competitive Grant Program" (DEMHS Grant # 021S151A), dated February 24, 2022, consisting of 13 pages, attached hereto;
7. Contractor's Commission on Human Rights and Opportunities Contract Compliance documentation and Contractor's Affirmative Action/Equal Opportunity Plan, consisting of 7 pages, attached hereto (and as may be incorporated by reference);

8. “Good Jobs Ordinance” City of Waterbury Ordinance “Chapter 34: City Policy, ‘Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects,’” consisting of 7 pages, attached hereto;
9. State Prevailing Wage Documentation, consisting of 8 pages, attached hereto (any updated wage rates incorporated by reference);
10. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference);
11. City Contract Compliance Documents (Stockholder’s Affidavit; Non-Collusion Affidavit; Debarment Certificate), consisting of 13 pages, attached hereto;
12. Certificates of Insurance (attached hereto or otherwise incorporated by reference);
13. Contractor’s Payment and Performance Bonds (attached hereto or otherwise incorporated by reference);
14. Any and all applicable Licenses or Permits (incorporated by reference);
15. All applicable Federal, State, and local statutes, regulations charter and ordinances (incorporated by reference);

## **Memorandum**

To: Board of Aldermen/Board of Education

From: Will Zhuta, Director of Technology, Department of Education Computer Technology Center

Date: June 30, 2022

Re: **Board of Aldermen Approval Request / Board of Education  
Executive Summary - Contract for Wireless Hotspots between the City of Waterbury and Kajeet Inc.**

---

The Department of Education, Computer Technology Center, respectfully requests your approval of the above-referenced contract for Wireless Hotspots with Kajeet Inc. The Waterbury Public Schools has won an award for 300 wireless hotspots. The hotspots will be provided to students who don't have a permanent residence or live in an area where Comcast does not provide Internet services. The award total is valued at \$100,383.00.

Each Hot Spot will provide an eligible student with:

- One year of internet access
- No equipment or rental fees
- CIPA Internet Protection complaint security and parental controls

**The total cost of the project will be covered by the FCC.** The FCC established a \$7.17 billion government program called Emergency Connectivity Fund (ECF) to help schools and libraries provide tools and services needed to continue their education off site. The ECF program covers internet connectivity for students and school staff. Waterbury Public Schools is an eligible entity to apply for Emergency Connectivity Funds, and our application was approved and awarded. The Waterbury Public Schools is committed to connecting Waterbury families to broadband access.

**Agreement  
for  
Mobile Hot Spot Devices and Controlled Internet Access  
between  
The City of Waterbury  
(Waterbury School District)  
and  
Kajeet, Inc.**

This Agreement ("Agreement" or "Contract") between Kajeet Inc., a corporation organized under the laws of Delaware, with offices located at 7901 Branch Drive, #350, McLean, VA 22012 ("Kajeet") and The City of Waterbury, Waterbury Public School District, organized under the laws of CT, (the "City" or "Customer"), with offices located at **235 Grand St Waterbury, CT 06702**. Kajeet and Customer (the "Parties") desire to enter into a legally binding contract (the "Agreement") consisting of the provisions set forth below. Each of the Parties represents that it is in good standing, and it has the power to enter and perform this Agreement. Solely for purposes of this Agreement, and as applicable, Customer hereby designates Kajeet as a "school official" with "legitimate educational interests" in the Customer's educational records, as those terms have been defined under FERPA and its implementing regulations. Kajeet agrees to abide by FERPA limitations and requirements imposed upon school officials.

This Agreement and all performance under this Agreement (including, but not limited to, all services, work, equipment, payments, reimbursements, invoicing and record keeping) is subject to and in accordance with 47 U.S.C. Part 54 §54.1700, et seq., Subpart Q "Emergency Connectivity Fund", the ECF Report and Order, all ECF terms and Conditions, the ECF Funding Commitment Decision Letter, and any and all applicable Federal, State, Local Laws, regulations, Ordinances and Charter Provisions.

Program: Student Access (TM) Data Plan: Complete Unlimited Data Plan

1. **Scope of Services.** This Agreement consists of, and Kajeet shall provide three hundred Educational Ready Mobile Hot Spot devices to the City that will provide secure and controlled internet access for the term of this Agreement. City agrees to distribute these three hundred devices to qualifying City families within 30 days of receipt and to collect and maintain documentation of such distribution as required by the ECF Report and Order. Kajeet shall provide for and perform all services, labor, materials, equipment in accordance with this Agreement, and the ECF Funding Commitment Decision Letter and Kajeet's SPI-ECF Letter of Commitment, both are attached hereto as Attachment A and are fully incorporated herein and made a material provision of this Agreement.
2. **Term** The initial term of this Agreement commences upon execution of this Agreement by the Mayor ("Effective Date") and shall terminate one year (12 months) from the Effective Date unless the City exercises its option to extend the Agreement as stated in sub paragraph 2.a, below, on the selected date(s) and expires after the selected term length of service.
  - a. **Option Periods.** The City shall have the option to extend this Contract for up to two (2) additional one (1) year terms, conditioned on continued receipt of funding. Said options shall be exercised in the City's sole discretion by providing written notice to Kajeet prior to the expiration of the preceding term.
3. **Termination.**
  - a. **Termination by Customer** If for any reason Customer is dissatisfied with the level of service, Customer may terminate this agreement within 30 days of such notification.
  - b. **Termination by Kajeet** Kajeet may terminate this Agreement after the initial term if Customer has no active service with Kajeet for a period of 180 days and, if after notifying Customer, Customer does not activate any devices within 60 days of such notification.
  - c. **Effects of Termination** In the event of termination, Kajeet will remove Customer's account and remaining balances from Kajeet's systems and Customer will return any Kajeet-Owned equipment to Kajeet within 30 days of termination. Purchased devices and services are nonrefundable. In no event shall Kajeet seek ECF reimbursement for services or equipment upon termination date of service for any subscriber. Kajeet shall immediately notify the City of its intent to terminate any services or this Agreement, and in no event shall such notification be more than within five (5) consecutive calendar days after such termination.
  - d. **Regulatory and Legal Changes.** Notwithstanding any contrary provision of this Agreement, if Kajeet's authority to provide Service or Devices to a Service Location(s) is terminated, cancelled, or expires, Kajeet may terminate this Agreement or the affected Kajeet Subscriber's Service.
4. **Compensation, Billing and Payment.**
  - a. **Compensation.** Compensation to Kajeet shall not exceed **One Hundred Thousand Three Hundred Eighty-Three Dollars and Zero Cents (\$100,383.00)**, equal to the amount awarded as detailed in the ECF Funding Commitment Decision Letter attached hereto as Attachment A,
  - b. **Payment.** Kajeet will produce invoices on a monthly basis for all charges and fees arising under this Agreement. Kajeet

will seek reimbursement directly from the ECF fund as described below in accordance with all ECF requirements.

- c. **ECF Reimbursement.** Kajeet shall be responsible for seeking ECF Reimbursement directly. Kajeet must provide the ECF-supported eligible equipment and/or services and then file the ECF FCC Form 474, the Service Provider Invoice (SPI) form, to invoice reimbursement for the ECF supported eligible equipment and/or services. By executing this Agreement Kajeet hereby accepts responsibility for seeking said reimbursement and agrees that the City is not responsible for any reimbursement or payment for any costs whatsoever under this Agreement, whether directly to Kajeet or otherwise. Kajeet will provide City with documentation of said invoices and reimbursement as may be requested by the City and as may be required under the ECF Report and Order and all its terms and conditions as may be revised. Kajeet shall be solely responsible for seeking ECF Reimbursement, and City shall provide Kajeet with any information reasonably required to submit requests for ECF Reimbursement.

## 5. Kajeet Plans.

- a. **Kajeet Complete™ Essentials Plan** This service is intended for educational use only and Customer agrees to adhere to Kajeet standard CIPA-compliant and education content filters, time-of-day access settings, and that each device will be used by no more than one user at any given time. In the event Kajeet detects bandwidth consumption inconsistent with single-user educational use, Kajeet may temporarily reduce or restrict services while conducting further review. The Complete Essentials Plan has a 500MB per day data consumption limit. Video may stream at 480p. YouTube® access is blocked by default. Customers on the Complete Essentials Plan can purchase an optional add-on service to gain access to YouTube. If the Customer selects to have open access to YouTube services, Customer indemnifies and holds Kajeet harmless from any inappropriate content viewed by the end-user on YouTube.
- b. **Kajeet Unlimited Plans** The Student Unlimited Plan and Home Unlimited Plan are intended for educational use only and Customer agrees to adhere to Kajeet standard CIPA-compliant and education content filters, and time-of-day access settings. The Student Unlimited Plan may be used by no more than one user at any given time. The Home Unlimited Plan may only be used by students in the same household. In the event Kajeet detects bandwidth consumption inconsistent with plan terms, Kajeet may temporarily reduce or restrict services during review. Video may stream at 480p. YouTube® access is blocked by default. Customers on Kajeet Unlimited Plans may request open access to YouTube at no additional charge. If the Customer selects to have open access to YouTube services, Customer indemnifies and holds Kajeet harmless from any inappropriate content viewed by the end-user on YouTube.
- c. **Kajeet Custom™ Plans** Kajeet default filters, policy controls, and time-of-day settings can be altered to fit the customer's specific use case. Any alterations to Kajeet default controls may result in higher than anticipated data usage. All data purchased is pooled on the customer account at the start of the agreement term. Data may be shared among all devices on the account. During the active agreement term, un-used data rolls-over to the next month. At the end of the service term, unused data expires. Unused data cannot be returned for a refund or credit. A new pool of shared, roll-over data must be purchased for the subsequent service term.

6. **Device Warranties and Non-Return Policy** Kajeet warrants that devices sold to Customer will be free from defects in materials and workmanship for a period of one (1) year after shipment by Kajeet. At its option, Kajeet will either repair or replace any device failing to meet this warranty if Customer notifies Kajeet of the defect before the warranty period expires. Customer acknowledges that replacements may be new or refurbished. Customer agrees to obtain return authorization from Kajeet prior to returning a device and to bear the cost of shipping the device to Kajeet and to bear the risk of loss during transit. Customer agrees that Kajeet will have no warranty obligations due to defects resulting from (i) ordinary wear and tear; (ii) modifications or repairs made by anyone other than Kajeet or its authorized service technicians; and/or (iii) accident or abuse. All sales of Customer purchased devices are final and cannot be returned for a refund. Chromebook, laptop, or tablet warranty and service issues are honored and handled via the manufacturer and not directly by Kajeet.

7. **Applicable Law** The Parties intend that the laws of the State of Connecticut should be used to interpret and enforce this Agreement.

## 8. City Required Provisions.

- a. **City of Waterbury's Ethics Code Ordinance.** Kajeet hereby acknowledges it is responsible for familiarizing itself with and adhering to Chapter 39 of the City's Ordinance regarding, Ethics and Conflicts of Interest. 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 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].
- b. **Prohibition Against Gratuities and Kickbacks (§39.042 of City's Code of Ordinances)**
  - i. No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or purchase order, or to any solicitation or proposal therefore.
  - ii. No person shall make any payment, gratuity, or offer of employment as an inducement for the award of a

subcontract or order, by or on behalf of a subcontractor, the prime contractor or higher tier subcontractor or any person associated therewith, under contract or purchase order to the City.

iii. The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.

- c. **Prohibition Against Contingency Fees (\$39.47 of City's Code of Ordinances)**. Kajeet 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.
  - d. **Force Majeure**. Neither Kajeet 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: (i) Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions; (ii) war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics; (iii) acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement; (iv) strikes and labor disputes; and (v) 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 / their schedule set forth in this Contract.
  - e. **Termination for Convenience of the City**. The City may terminate this Contract at any time for the convenience of the City, by providing a 30-day notice to Kajeet. If this Contract is terminated by the City as provided herein, KajeetC will be entitled to seek reimbursement from the ECF fund for an amount which bears the same ratio to the total compensation as the services actually provided/performed bear to the total services of Kajeet covered by this Contract, less any compensation previously reimbursed.
  - f. **Termination for Non-Appropriation or Lack of Funding**. Kajeet 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. Kajeet therefore agrees that the City shall have the right to terminate this Contract in whole or in part if there are insufficient funds available, are not appropriated, not authorized, or not made available pursuant to law, or such funding has been reduced pursuant to law.
    - i. **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 Kajeet.
    - ii. **Effects of Reduced Levels of Funding**. If funding is reduced by law, or funds for Kajeet to seek reimbursement from for the agreed to level of the products, services and functions to be provided by Kajeet under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to Kajeet, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The reimbursement Kajeet may seek from the ECF fund 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.
    - iii. **No Payment for Lost Profits**. In no event shall the City be obligated to pay or otherwise compensate Kajeet for any lost or expected future profits.
  - g. **Rights Upon 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 Kajeet for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and Kajeet 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). Kajeet shall be required to exercise commercially reasonable efforts to mitigate damages.
9. All data, information, etc. given by the City to Kajeet and/or created by Kajeet shall be treated by Kajeet 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. Kajeet 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 Kajeet disclosure is required to comply with statute, regulation, or court order, Kajeet shall provide prior advance written notice to the City of the need for such disclosure. Kajeet agrees to properly implement the services required in the manner herein provided.
- a. **Confidentiality/FERPA**
    - i. **Confidentiality/FERPA**. Kajeet 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. Kajeet 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.
    - ii. Any and all materials contained in City of Waterbury student files that are entrusted to Kajeet or gathered by Kajeet 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 Kajeet shall be used solely for the purposes of providing services under this Agreement.

- iii. Kajeet 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) Kajeet and City shall comply with the requirements of said statute and regulations, as amended from time to time and Kajeet 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, Kajeet has no authority to make disclosures of any information from education records. Kajeet shall instruct its employees of their obligations to comply with FERPA.

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

- i. The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of Kajeet 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 Kajeet. 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 Kajeet 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 Kajeet 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.
- ii. Kajeet shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.
- iii. 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 Kajeet receives a request to review Student Data in Kajeet's possession directly from a student, parent, or guardian, Kajeet agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. Kajeet 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 Kajeet, and correct any erroneous information therein.
- iv. Kajeet shall take actions designed to ensure the security and confidentiality of student data.
- v. Kajeet 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 Kajeet of a breach of Student Data, Kajeet 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.
- vi. Student Data shall not be retained or available to Kajeet upon expiration of the Agreement between Kajeet and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with Kajeet after the expiration of such Agreement for the purpose of storing student-generated content.
- vii. Kajeet 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.
- viii. Kajeet 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.
- ix. 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.

- 10. **Attachment A.** Attachment A is hereby made a part of this Agreement and consists of the following, which are attached hereto, are acknowledged by Kajeet as having been received, or are otherwise incorporated by reference, as noted below, and all are made a part hereof:

- a. ECF Funding Commitment Decision Letter, dated December 20, 2021, consisting of 8 pages, (ECC FCC Form 471: ECF202111231), attached hereto;
- b. Kajeet's SPI-ECF Letter of Commitment, consisting of 1 page, attached hereto;
- c. Kajeet's City Contract Compliance Documents, including: Annual Statement of Financial Interests; Certification Regarding Debarment, Suspension, Ineligibility and Exclusion; Disclosure and Certification Affidavit Regarding Outstanding Obligations to the City of Waterbury; Tax Clearance, and Corporate Resolution; incorporated by reference.

**(Signature Page Follows)**

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

**WITNESSES:**

**CITY OF WATERBURY**

Sign: \_\_\_\_\_  
Print name: \_\_\_\_\_

By: \_\_\_\_\_  
Neil M. O'Leary, Mayor

Sign: \_\_\_\_\_  
Print name: \_\_\_\_\_

Date: \_\_\_\_\_

**WITNESSES:**

**KAJEET, INC.**

Sign: \_\_\_\_\_  
Print name: \_\_\_\_\_

By: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print name: \_\_\_\_\_

Date: \_\_\_\_\_

**EXECUTIVE SUMMARY**

**TO:** Honorable Boards of Education and Aldermen

**FROM:** Rosh Maghfour, Interim Chief Operating Officer *RM*

**DATE:** June 30, 2022

**RE:** Contract with Mutualink, Incorporated for Interoperability Solution

Waterbury Public Schools respectfully requests your approval to contract with Mutualink, Incorporated for a Multi-Media Interoperable Emergency Communications System to purchase a real time multimedia interoperability system for the District. This contract will allow Waterbury Public Schools to integrate all security communication systems to one centralized source to provide a safe learning environment for students, teachers, faculty and administrators.

Mutualink holds State of Connecticut Contract for Interoperability Solution. The Purchasing Department has approved the Education Department to piggyback the State of Connecticut contract waiving the bidding process.

The Multi-Media School Security Competitive Grant Program is funding the majority of the project. The total contract amount will not exceed \$1,041,290.10 with the State of Connecticut Department of Emergency Services and Public Protection grant award of \$889,812 providing the local match requirement. Mutualink shall provide all necessary equipment, software, hardware, and licenses with services including equipment installation, software activation, training, and ongoing maintenance. The contract is for five years with a one-year optional extension. Initially the contractor shall reach final completion within 90 consecutive calendar days from commencement.

Thank you for your consideration.

Attachments (3)

c: Mike Konopka, Jerry Gay

**CONTRACT**  
**For**  
**School Safety Project: Multi-Media Interoperable**  
**Emergency Communications System**  
**between**  
**City of Waterbury**  
**and**  
**Mutualink, Inc.**

**THIS CONTRACT** (the “Contract” or “Agreement”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the “City”) on behalf of the Waterbury School District (“District”), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and Mutualink, Inc., (“Contractor” or “Mutualink”) with a principal business location at 1260 South Broad Street, Wallingford, Connecticut 06492, a State of Connecticut duly registered domestic corporation (jointly referred to as the "Parties" to the Agreement).

**WHEREAS**, the City applied for, and was awarded, grant funding under the “2021 Public Multi-Media School Security Competitive Grant Program” from the State of Connecticut Department of Emergency Services and Public Protection (DESPP), Division of Emergency Management and Homeland Security (DEMHS) to purchase real time multimedia interoperability system for the District and relevant law enforcement agencies (DEMHS Grant #: 021M151A), as described in the “Notice of Grant Award,” dated April 28, 2022 (attached hereto in Attachment A), (herein referred to as the “Grant” or “Grant Award”); and

**WHEREAS**, the Grant provides that the District is entitled to 79.9% reimbursement of the costs for the purchase and installation of the real time multimedia interoperability emergency communications system (School Safety Project” of the “Project”) for the thirty-one (31) Waterbury Schools listed in the Grant Award and the City shall provide local funding for the remainder of the cost; and

**WHEREAS**, the City also desires to purchase and install the real time multimedia interoperability emergency communications system for the District including for two (2) additional Waterbury Schools not listed in the Grant Award to cover thirty-three (33) schools in the Waterbury School District; and

**WHEREAS**, the State of Connecticut, Department of Administrative Services has issued Contract Award #14PSX0178AA (“State Contract”), which was competitively bid and awarded, to Mutualink, Inc., for the use of the State of Connecticut and any local government or political subdivision for the procurement of the interoperability solutions subject to the terms of the State Contract; and

**WHEREAS**, in light of increased threats to schools nationally and recent school shootings around the United States, the City desires to implement a real time emergency interoperable communications and information sharing solution across its system which will automate emergency communications and response with schools in an emergency (the “Project”); and

**WHEREAS**, the City desires to obtain the Contractor's services as detailed in this Agreement and pursuant to the terms, conditions and financing of the Project contained here.

**NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

**1. Scope of Services.** The Contractor shall furnish all of the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this Agreement and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with (i) any and all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, (ii) generally accepted professional standards, and the State Contract. The Parties agree that the this Agreement and the Project are subject to and governed by the terms and conditions of the State Contract, as supplemented. Any rights and obligations contained herein this Agreement are in addition to, not in lieu of, any rights or obligations as stated in the State Contract.

**1.1.** The Project consists of, and the Contractor shall provide, all materials, equipment, labor, installation, and services for the School Safety Project: Multi-Media Interoperable Emergency Communications System at the following Waterbury Public Schools (WPS):

SCHOOL	LOCATION
International School	116 Beecher Avenue
Walsh Elementary School	55 Dikeman Street
Bucks Hill Elementary School	330 Bucks Hill Road
Bunker Hill Elementary School	170 Bunker Hill Avenue
Enlightenment School	58 Griggs Street
John F. Kennedy High School	422 Highland Avenue
Generali Elementary School	3196 East Main Street
Washington Elementary School	685 Baldwin Street
Reed Elementary School	33 Griggs Street
Rotella Interdistrict Magnet School	380 Pierpont Road
Driggs Elementary School	77 Woodlawn Terrace
Maloney Interdistrict Magnet School	233 South Elm Street
Regan Elementary School	2780 North Main Street
F.J. Kingsbury Elementary School	220 Columbia Boulevard
Waterbury Career Academy High School	175 Birch Street
Michael F. Wallace Middle School	3465 East Main Street
Gilmartin Elementary School	94 Spring Lake Road
Woodrow Wilson Elementary School	235 Burch Street
H.S. Chase Elementary School	40 Woodtick Road
Wilby High School	460 Bucks Hill Road
Sprague Elementary School	1448 Thomaston Avenue
West Side Middle School	483 Chase Parkway
Duggan Elementary School	38 West Porter Street
State Street School	30A Church Street
B.W. Tinker Elementary School	809 Highland Avenue

Wendell Cross Elementary School	1255 Hamilton Avenue
Crosby High School	300 Pierpont Road
North End Middle School	534 Bucks Hill Road
Waterbury Arts Magnet School (WAMS)	16 South Elms Street
Carrington Elementary School	24 Kenmore Avenue
*Waterbury Adult Education Program	11 Draher Street
*Bucks Hill Annex	330 Bucks Hill Road

*\*Indicates school not funded under the Grant and solely funded by the City*

The Project consists of, but is not limited to, implementing a multimedia interoperability floorplan camera sharing system throughout the Waterbury School District comprised of 33 schools and is intended to be a turn-key solution to include, but is not limited to, equipment installation, software activation, training, and ongoing maintenance. the purpose of the Project is to enhance school safety by enabling an automated emergency response that will directly connect school communications with police and securely share live video and floor plan video locations to enable rapid assessment and response in emergencies and Mutualink shall provide all necessary equipment, software and hardware, licenses, any and all applicable updates for the software and hardware, various hosted services, education, and up to 4 hours of administrator and user training for designated personnel at each site, as is further described and detailed in Attachment A. Additionally, Mutualink's and the Project Contacts, as named in Attachment A, shall work with and fully cooperate with the Director of Security and School Safety, the Superintendent, the Waterbury Police Department, and City representatives to ensure all aspects of the Project are done in a comprehensive and efficient manner and that all necessary City representatives have received sufficient training. Mutualink and the City shall agree upon Furthermore, Mutualink shall provide maintenance and support in accordance with this Agreement as further detailed in Attachment A and in accordance with the State Contract; as is all further 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 otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1** "Information Systems Contract, Contract #4PSX0178, between the State of Connecticut, acting by its Department of Administrative Services and Mutualink, Inc. Interoperability Solution" ("State Contract"), dated January 12, 2016, consisting of 147 pages (excluding Exhibit 3 which is incorporated by reference), and as is or may be amended or supplemented, attached hereto;
- 1.1.2** Contract Award for State Contract #14PSX0178, dated January 12, 2016, consisting of 1 page (incorporated by reference);
- 1.1.3** Contract Award Supplement #1 for State Contract #14PSX0178, extending the Contract term through January 11, 2026 and updating products, consisting of 2 pages (incorporated by reference);
- 1.1.4** "Notice of Grant Award" from the State of Connecticut Department of Emergency Services and Public Protection (DESPP), Division of Emergency Management and Homeland Security (DEMHS) for the

“2021 Public Multi-Media School Security Competitive Grant Program” (DEMHS Grant #: 021M151A), dated April 28, 2022, consisting of 14 pages, attached hereto;

- 1.1.5** Mutualink’s “School Safety Project Description Re: Multimedia Interoperable Emergency Communications System for Waterbury, CT School District,” (also referred to herein as “Project Description” or “Proposal”) consisting of 26 pages, attached hereto;
- 1.1.6** Mutual Link Quote No. 1006935r5, dated May 12, 2022, in the amount of \$889,256.08 (pertaining to the 31 schools funded under the Grant), consisting of 1 page, attached hereto;
- 1.1.7** Mutual Link Quote No. 1007390u, dated June 24, 2022, in the amount of \$57,371.36 (pertaining to the 2 additional schools *not* funded under the Grant), consisting of 1 page, attached hereto;
- 1.1.8** Mutualink’s Statement of Work (“SOW”), consisting of 1 page, attached hereto;
- 1.1.9** Mutualink’s Multimedia Operability & Interoperability “Waterbury Schools, The Foundation for a Smart Community Solution” presentation by Mark Hatten, dated December 2021, consisting of 7 pages, attached hereto;
- 1.1.10** City Contract Compliance Documents (Stockholder’s Affidavit;; Debarment Certificate, Annual Financial Statement) (incorporated by reference);
- 1.1.1** Certificates of Insurance (incorporated by reference);
- 1.1.11** Any and all applicable Commission on Human Rights and Opportunities contract compliance documentation (incorporated by reference);
- 1.1.12** Any and all applicable State Prevailing Wage Documentation (incorporated by reference);
- 1.1.13** Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference);
- 1.1.2** Licenses and Certifications, including State of Connecticut Department of Administrative Services Prequalification Construction Contractor certificate (incorporated by reference);
- 1.1.3** All applicable Federal, State, and local statutes, regulations charter and ordinances (incorporated by reference);

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

- 1.2.1** Federal, State, and local laws, regulations, charter and ordinances
- 1.2.2** Contract Amendment(s) and Change Orders
- 1.2.3** This Contract
- 1.2.4** Grant Award # 021M151
- 1.2.5** State Contract # 021M151A, as may be amended and/or supplemented

**1.2.6 Mutualink's Project Description**

**1.2.7 Mutualink's Quotes, No. 1006935r5 and No. 1007390u**

**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 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.

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



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

**3. Responsibilities of the Contractor.** In addition to the above requirements of Section 2, the Contractor agrees to properly implement the services required in the manner herein provided. The Contractor shall, in addition to any other responsibilities set forth in this Contract and the Schedules and Attachments hereto, perform the following coincident with the performance of this Contract:

**3.1. Due Diligence Obligation.** The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's Project, 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 quotes it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services and functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services and functions are included in this Contract and thereby warrants that:

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

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

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

**3.1.4** it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its Quotes. In the event the Contractor failed to disclose any such new cost prior to the submittal of its Quotes, 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 Contract Documents attached hereto;

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

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

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

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

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

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

**3.4. Working Hours.** To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours specified in **Attachment A** or as otherwise may be agreed to with prior written permission obtained

from the City to work during other times. This provision shall not excuse the Contractor from timely performance under the Contract.

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

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

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

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

**3.8. Contractor's Employees.** The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned. The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove any Contractor employee expressly named, identified or required in this Contract. All employees must comply (and be in compliance) with the provisos of Section 2 of this Agreement

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

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

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

**3.12. Manufacturer's Directions.** Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by the Contractor shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the Project site. 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. Reporting Requirement.** The Contractor shall arrange for weekly status calls with City designated personnel and shall deliver weekly written reports to the City's Using Agency (or as may otherwise be agreed to) 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 authorized representative of Contractor.

**4. Responsibilities of the City and City Reservation of Rights.** Upon the City's receipt of Contractor's written request for specific information, the City will provide the Contractor with existing documents, data and other materials the City agrees are necessary and appropriate to

the services to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

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

**4.2.** The City reserves the right to (i) perform work related or unrelated to the Project with the City's own forces adjoining, adjacent to, or in the vicinity of, the Project site and/or (ii) let separate contracts related or unrelated to the Project for work and services adjoining, adjacent to, or in the vicinity of, the Project site. In such event, the Contractor shall afford all such parties reasonable opportunity for storage of materials and equipment and for the uninterrupted provision and delivery of such parties' work and/or services. The Contractor shall cooperate with such parties and in the case of a dispute, the decision of the City shall be complied with by all.

**5. Contract Time.** The Contractor shall Substantially Complete all work and services required under this Contract for the installation and final testing of the Multi-Media Interoperable Emergency Communications System equipment within **Sixty (60) consecutive calendar days** of the City's written Notice to Proceed and shall reach Final Completion within **Nienty (90) consecutive calendar days** of the City's written Notice to Proceed. Upon Installation and final testing and approval, the Contract shall remain in effect for five (5) years and will terminate five (5) years from the date of execution of this Agreement by the Mayor ("Contract Time") unless the Parties exercise their Options in subsection 5.1., below.

**5.1. Option Period (Year 6).** The Parties shall have the option to extend this Contract for one (1) additional one (1) year term. Said option shall be exercised by mutual written consent of the parties and exercised prior to the termination of the preceding initial 5-year term. The Compensation for Year 6 will be based upon the Year 6 annual fees per school contained in Contractor's Quotes attached hereto as Attachment A.

**5.2.** Within one (1) week of the City's issuance of its written notice to proceed, and prior to the commencement of any work on the Project site, the Contractor shall submit for the City's written approval a Project Schedule. On a weekly 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.

**5.3. Delay Damages**

**5.3.1** 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 any Project Schedule, Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.

**5.3.1.1** The Contractor shall pay to the City the sum of the greater of **Five Hundred Dollars and Zero Dollars (\$500.00) per consecutive calendar day** for each and every calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5 or the Project Schedule, 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.

**5.3.1.2** 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.

#### **5.4 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 **One Million Forty-One Thousand, Two Hundred Ninety Dollars and Ten Cents (\$1,041,290.10)** hereafter referred to as "Total Compensation") for the initial 5-year term of the Contract with the basis for payment being Contractor's Quotes and the Grant Award set forth in Attachment A, and as summarized below:

<b>6.1.1 Grant Funded Schools (31)</b>	
Mutualink Quote No.1006935r5	
(Eligible for 79.9% reimbursement)	
Total Amount Not to Exceed .....	\$889,256.08
<b>6.1.2 Not Grant Funded Schools (2)</b>	
Mutualink Quote No. 1007390u	
(Adult Education & Bucks Hill Annex)	
Total Amount Not to Exceed .....	\$57,371.36
<b>6.1.3 City Controlled Contingency .....</b>	<b>\$94,662.44</b>
<b>TOTAL AMOUNT NOT TO EXCEED: .....</b>	<b>\$1,041,290.10</b>

*\*The City Controlled Contingency, set forth above, shall only be used upon prior written approval from the City/Using Agency.*

**6.1.4 Option Year.** If the Parties elect to exercise the Option as stated in Section 5.1, above, to extend the Agreement for one (1) additional year (Year 6), the compensation shall be based on the following annual fee per school as is detailed in Contractor’s Quotes, attached hereto in Attachment A:

<b>6.1.4.1 Annual Fee Year 6, per School:</b>	
Mutualink Bundle per school.....	
\$1,200.00	
Panic Button Bundle per school .....	\$990.00
<b>Year 6 Total Annual Amount</b>	
<b>Not to Exceed Per School .....</b>	<b>\$2,190.00</b>

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

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

**6.2.2** The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City’s sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor, in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or become

delinquent or in arrears on, regarding the Vendor's and/or its affiliates real and personal property taxes and other payment obligations to the City.

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

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

**6.4.1 Payment Schedule.** The Parties agree on the following payment schedule, invoices must be submitted for review prior to the issuance of any payment as stated in 6.2, above:

**6.4.1.1.** 25% due within 30 days of Mayor's execution of the Contract

**6.4.1.2.** 40% upon installation

**6.4.1.3.** 35% upon final system testing

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

**6.6. 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.

**6.7. 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.



**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 period, warranty period, or date expressly stated elsewhere in this Contract or **Attachment A**.

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

**8. Passing of Title and Risk of Loss.**

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

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

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

**9. Indemnification.** *(In addition to any indemnification obligations contained in State Contract).*

**9.1.** The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are

alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or 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's duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

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

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

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

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

**10. Intentionally Omitted.**

**11. Contractor's Insurance.**

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

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

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

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

**11.4.1 General Liability Insurance:**

**\$1,000,000.00** per occurrence

**\$2,000,000.00** aggregate

**\$2,000,000.00** products /completed operations aggregate

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

**11.4.2 Automobile Liability Insurance:**

**\$1,000,000.00** combined single limit (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 Professional Liability/E&O:**

**\$1,000,000.00** each Wrongful Act

**\$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 its Board of Education as an additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and Waterbury Board of Education are listed as additional insured on a primary and non-contributory basis on all lines of coverage 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 to assure 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 OPPORTUNITY; 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 RFP Response and pricing contained in this Contract do not include the amount payable for said taxes.

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

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

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

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

**12.4. Compliance with CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5.**

**12.4.1** Definitions – For purposes of this paragraph:

i. "Small contractor" means any contractor, subcontractor, manufacturer, service company or nonprofit corporation (A) that maintains its principal place of business in the state, (B) that had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year prior to such application, and (C) that is independent. "Small contractor" does not include any person who is affiliated with another person if both persons considered together have a gross revenue exceeding fifteen million dollars.

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

iii. "Municipal public works contract" means that portion of an agreement entered into on or after October 1, 2015, between any individual, Contractor or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, as amended by this act, financed by state funding in an amount equal to fifty thousand dollars or less.

**12.4.2** The Contractor and subcontractor shall comply with the specific requirements of the State of Connecticut Set Aside Program, CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5, if the municipal public

works contact awarded to the Contactor is funded in whole or in part by state funds.

**12.4.3** The Contactor shall be subject to the following set-aside requirements if the municipal public works contact, is funded in whole or in part by the State of Connecticut, and is in excess of FIFTY THOUSAND DOLLARS (\$50,000.00), for the construction, rehabilitation, conversion, extension, demolition, or repairing of a public building or highway, or other changes or improvements in real property.

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

- i.** set aside at least twenty-five per cent (25%) of the total value of the state's financial assistance for such contract for award to subcontractors who are small contractors, and
- ii.** of that portion to be set aside in accordance with Subparagraph i. of this subdivision, reserve a portion equivalent to twenty-five per cent (25%) of the total value of the contract or portion thereof to be set aside for awards to subcontractors who are minority business enterprises.

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

**13. Discriminatory Practices.** In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, sexual orientation, gender identity or association, 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, sexual orientation, gender identity or association, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all local, state and federal laws, rules and regulations

and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors

### **13.3. Affirmative Action.**

#### **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 affirmative 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 as relate 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 that employees are treated when employed without regard to their sexual orientation;

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

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

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

**14.1.1** The Contractors and its Subcontractors shall comply with the specific

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

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

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

**14.1.4 Definitions.** For purposes of this paragraph:

- i. “Administrator” shall be defined as it is in the Good Jobs Ordinance.
- ii. “Apprentice” shall be defined as it is in the Good Jobs Ordinance.
- iii. “Basic Skilled Worker” shall be defined as it is in the Good Jobs Ordinance.
- iv. “Contractor” shall be defined as it is in the Good Jobs Ordinance.
- v. “Covered Project” shall be defined as it is in the Good Jobs Ordinance.
- vi. “Hiring Goal” shall be defined as it is in the Good Jobs Ordinance.
- vii. “Resident” shall be defined as it is in the Good Jobs Ordinance.
- viii. “Subcontractor” shall be defined as it is in the Good Jobs Ordinance and shall include the Contractor's direct subcontractor providing construction work and all lower tiered (level) providers of construction work.

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

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

- ii. at least twenty-five percent (25%) of construction trade jobs shall go to Apprentices and/or Basic Skilled Workers, and
- iii. at least seventy percent (70%) of all "new hires" (as that term is defined in the Good Jobs Ordinance) shall be "economically disadvantaged" individuals (as that term is defined in the Good Jobs Ordinance), and
- iv. a minimum of five percent (5%) of the construction workforce labor hours will be local resident, minority artisans, and
- v. a minimum of five percent (5%) of the construction workforce labor hours will be women, and
- vi. a minimum of ten percent (10%) of the total work hours shall be allocated for minorities, or
- vii. as may otherwise be required by any superseding Federal or State employment discrimination prohibition laws.

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

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

**14.1.7 Action Plan and Pre-Construction Meeting.** Not later than fourteen (14) business days prior to the scheduled commencement date for construction, the Contractor shall submit a written plan-of-action to the City and to the Administrator of the Good Jobs Ordinance defining how the Contractor, and each Subcontractor, shall implement Good Faith Efforts to fulfill the Hiring Goals. Each plan-of-action shall include the anticipated number of job positions required for the Work. Not later than five (5) business day prior to the commencement date of construction, the Contractor must attend a mandatory "pre-construction" meeting with the City to review all plans-of-action and other relevant materials. No construction work shall proceed absent this pre-construction meeting.

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

- i. The Contractor shall meet with the Administrator no less than four

(4) weeks prior to the commencement of construction on a Covered Project and provide the Administrator with the number of job positions to be created by the project by trade and the qualifications by job title.

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

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

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

## **14.2 Liquidated Damages Applicable To Section 14.1**

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

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

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

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

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

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

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

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

**15. Housing and Urban Development Section 3 Clause.** In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. Part 75, §§75.1 – 75.33 (formerly 24 C.F.R. Part 135, §135.38) may apply and the Contractor shall then be required to comply with the following (referred to as the "Section 3 clause"):

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

**15.2.** The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. Part 75, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

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

**15.4.** The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 75. The Contractor will not subcontract with any subcontractor where

the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 75.

**15.5.** The Contractor will certify that any vacant employment positions, including training positions, that are filled **(i)** after the Contractor is selected but before the Contract is executed, and **(ii)** with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 75.

**15.6.** Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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

## **16. Termination.**

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

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

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

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

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

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

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

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

**16.4. Rights Upon Termination.**

**16.4.1 Termination for Cause.** In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the products and deliverables delivered to, in possession of and properly invoiced and paid for by (except to the extent such invoiced amount is

disputed) the City. With regard to third party products, the Contractor shall transfer all licenses which it is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated products unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this Contract in whole or in part.

**16.4.2 Termination for Lack of Funding or Convenience.** In the event of termination by the City for lack of funding or convenience, the City shall pay the Contractor for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc.(including any holdbacks) installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. delivered to, in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. 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, any and all subcontracts for products, services and functions provided exclusively under this Contract.

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

**17. Force Majeure.** 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:

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

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



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

**17.4.** strikes and labor disputes; and

**17.5.** 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 schedule set forth in Section 5 of this Contract/their obligations under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

**27. Changes in the Project: Change Orders.**

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

**27.2. Procedures.**

**27.2.1 The Contractor's Response to a Change Request.**

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

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

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

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

**27.3. City Discretion.** The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: (i) If it conforms to provisions of applicable laws, and (ii) if it is consistent

with this Contract, and (iii) if the time of performance of this Contract will not be unreasonably delayed, (iv) the Final Completion date is not changed, (v) if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and (vii) if the Change Order requires an increase in the price of the Contract, the City (1) has sufficient funds, and (2) if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.

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

**28. Conflicts or Disputes.** This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) the State Contract; (ii) the Grant Award; (iii) Mutualink's two Quotes; and (iv) Mutualink's Project Description. Said historical documents are attached hereto as part of **Attachment A**.

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

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

**29. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.** The Contractor agrees that 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.

**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 therefrom 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: Mutualink, Inc.  
1269 South Broad Street  
Wallingford, CT 06492

City: City of Waterbury. Dept. of Education  
Chase Municipal Building  
Attn: School Security  
235 Grand Street  
Waterbury, CT 06702

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

**34. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.**

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

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

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

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

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

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

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

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

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

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

**34.10** The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <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

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

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

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

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

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

disclosed by the City pursuant to the Act.

**35. Definitions.** As applicable, 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/Proposer is to submit a response/bid for the Work contemplated.
- 35.3 Bidder/Proposer:** A person, partnership, corporation or other business organization submitting a bid/proposal on the form for the Work contemplated.
- 35.4 City:** The City of Waterbury, acting directly or through specifically authorized personnel.
- 35.5 Construction Supervisor:** An employee of the City of Waterbury, or other City duly authorized person.
- 35.6 Contract Time:** The number of days as stated in the Contract to: (i) achieve Substantial Completion, (ii) Final Completion.
- 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. Also may be referred to as the Scope of Services.
- 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: City of Waterbury Department of Education, Security & School Safety.

**[Signature page follows]**

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

WITNESSES:

CITY OF WATERBURY

Sign: \_\_\_\_\_  
Print name: \_\_\_\_\_

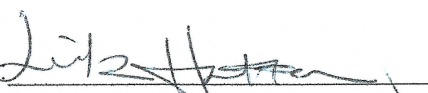
By: \_\_\_\_\_  
Neil M. O'Leary, Mayor

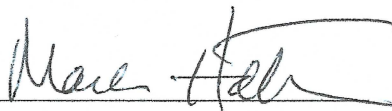
Sign: \_\_\_\_\_  
Print name: \_\_\_\_\_


Date: \_\_\_\_\_

WITNESSES:

MUTUALINK, INC.

Sign:   
Print name: LINDA HATTEN

By:   
Its: CEO

Sign:   
Print name: Dawn O'Hara Hannigan

Date: July 6, 2022

## **ATTACHMENT A**

1. “Information Systems Contract, Contract #4PSX0178, between the State of Connecticut, acting by its Department of Administrative Services and Mutualink, Inc. Interoperability Solution” (“State Contract”), dated January 12, 2016, consisting of 147 pages (excluding Exhibit 3 which is incorporated by reference), and as is or may be amended or supplemented, attached hereto;
2. Contract Award for State Contract #14PSX0178, dated January 12, 2016, consisting of 1 page (incorporated by reference);
3. Contract Award Supplement #1 for State Contract #14PSX0178, extending the Contract term through January 11, 2026 and updating products, consisting of 2 pages (incorporated by reference);
4. “Notice of Grant Award” from the State of Connecticut Department of Emergency Services and Public Protection (DESPP), Division of Emergency Management and Homeland Security (DEMHS) for the “2021 Public Multi-Media School Security Competitive Grant Program” (DEMHS Grant #: 021M151A), dated April 28, 2022, consisting of 14 pages, attached hereto;
5. Mutualink’s “School Safety Project Description Re: Multimedia Interoperable Emergency Communications System for Waterbury, CT School District,” (also referred to herein as “Project Description” or “Proposal”) consisting of 26 pages, attached hereto;
6. Mutual Link Quote No. 1006935r5, dated May 12, 2022, in the amount of \$889,256.08 (pertaining to the 31 schools funded under the Grant), consisting of 1 page, attached hereto;
7. Mutual Link Quote No. 1007390u, dated June 24, 2022, in the amount of \$57,371.36 (pertaining to the 2 additional schools *not* funded under the Grant), consisting of 1 page, attached hereto;
8. Mutualink’s Statement of Work (“SOW”), consisting of 1 page, attached hereto;
9. Mutualink’s Multimedia Operability & Interoperability “Waterbury Schools, The Foundation for a Smart Community Solution” presentation by Mark Hatten, dated December 2021, consisting of 7 pages, attached hereto;
10. City Contract Compliance Documents (Stockholder’s Affidavit;; Debarment Certificate, Annual Financial Statement) (incorporated by reference);
11. Certificates of Insurance (incorporated by reference);
12. Any and all applicable Commission on Human Rights and Opportunities contract compliance documentation (incorporated by reference);

- 13.** Any and all applicable State Prevailing Wage Documentation (incorporated by reference);
- 14.** Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference);
- 15.** Licenses and Certifications, including State of Connecticut Department of Administrative Services Prequalification Construction Contractor certificate (incorporated by reference);
- 16.** All applicable Federal, State, and local statutes, regulations charter and ordinances (incorporated by reference).

**INFORMATION PROCESSING SYSTEMS CONTRACT**  
**CONTRACT #14PSX0178**

Between

**THE STATE OF CONNECTICUT**  
Acting by its  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**

And

**MUTUALINK, INC.**

**INTEROPERABILITY SOLUTION**

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EXHIBIT 1 – NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND  
PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION  
LIMITATIONS

EXHIBIT 2 – DELIVERABLES DOCUMENT

EXHIBIT 3 – PRODUCT & PRICING SCHEDULE

EXHIBIT 4 – SERVICE LEVEL AGREEMENT (SLA)

EXHIBIT 5 – MASTER LICENSE TERMS

This Information Processing Systems Contract ("Contract") is made by and between the **STATE OF CONNECTICUT** ("State"), acting by its **Department of Administrative Services** ("DAS") located at 165 Capitol Avenue, Hartford, CT 06106, under the authority of Sections 4d-2, 4d-5, and 4d-8 of the Connecticut General Statutes and **MUTUALINK, INC.**, ("Contractor"), a Connecticut corporation having its principal place of business at **1269 South Broad Street, Wallingford, Connecticut 06492**.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge Contractor and the State agree as follows:

## **1. TERM OF CONTRACT**

This Contract shall become effective upon its approval as to form by the Office of the Attorney General of the State of Connecticut ("Effective Date"), as evidenced by its signature below, and shall continue uninterrupted for five (5) years from the Effective Date. DAS, in its sole discretion, may extend this Contract one or more times for a combined total period not to exceed the complete length of the original term.

## **2. DEFINITIONS**

- a) **Acceptance:** Determination made by the Department upon successful User Acceptance Test that the Deliverable, or if applicable, System, performs to the Specifications and fulfills the business and technical requirements of the Contract.
- b) **Acceptance Date:** The date the Department accepts a Deliverable or System in accordance with Section 7 below shall be deemed the Acceptance Date for each Deliverable or System.
- c) **Alteration:** The modification, changing, refashioning, remodeling, remaking, revising or reworking of any part of the System or Deliverable.
- d) **Claims:** All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any form.
- e) **Confidential Information:** Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- f) **Confidential Information Breach:** Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any



way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

- g) **Contractor Parties:** A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under this Contract in any capacity.
- h) **Corrective Action Plan:** A detailed written plan produced by the Contractor at the request of the Department to correct or resolve Contractor deficiency(ies) identified by the Department in accordance with Section 13.
- i) **Deliverable:** The products, services, or warranties required to be delivered to the Department under the applicable Purchase Order issued pursuant to and under this Contract or available under Exhibit 4, or both, whether produced by the Contractor or by a third party as a supplier or subcontractor to the Contractor.
- j) **Deliverables Document:** Exhibit 2 to this Contract - Document which sets forth and describes the Services and Deliverables that are to be provided or made available under to this Contract and the specific requirements and terms applicable to those Services and Deliverables.
- k) **Department:** Any and all departments, commissions, boards, bureaus, agencies, institutions, public authorities, offices, councils, associations, instrumentalities, entities or political subdivisions of the State that issue duly authorized Purchase Orders against this Contract. For purposes of this Contract, the term Department means the specific Department entity that issued the Purchase Order.
- l) **Goods:** For the purposes of this Contract, all things which are movable at the time that this Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Solicitation and set forth in Exhibit 2 or Exhibit 4, or both.
- m) **Improvement:** Contractor changes made to Deliverables from time to time either to provide additional functions for Department use or to correct errors and other Performance deficiencies noted by the Department and reported to the Contractor.
- n) **Key Contractor Personnel:** The individual employees of Contractor who will be assigned to the Project.
- o) **Licensed Software:** Compiled executable computer program(s) provided by Contractor in connection with the Deliverables, subject to Section 14 of this Contract, which software is comprised of proprietary software developed by Contractor together with such other third party software libraries, modules and components furnished in connection with or working in concert with Contractor's software, where such Licensed Software is (i) installed on licensed dedicated computing appliance devices designed and assembled by Contractor or (ii) is otherwise licensed to be operated on third party general computing devices and mobile computing devices or (iii) is delivered as an internet service and used in connection

with Contractor's thin client software operated on third party computing devices, all as more particularly described in the MLT. Licensed Software includes Edge Software and Dedicated Appliance Software, as defined in the MLT.

- p) **MLT:** The Contractor's Master License Terms attached hereto as Exhibit 5 attached hereto.
- q) **Perform:** For the purposes of this Contract, the verb "to perform" and the Contractor's performance set forth in this Contract and its exhibits are referred to as "Perform," "Performance" and other capitalized variations of the term.
- r) **Product & Pricing Schedule:** Exhibit 3 to this Contract - Document which lists the Deliverables and Services available under this Contract and establishes the component or unit pricing and price schedules for each Deliverable and Service available pursuant to this Contract.
- s) **Product Schedule Update:** Update to the Product & Pricing Schedule in accordance with Section 3 of this Contract to make additional products or services available under this Contract or to alter the pricing of products or services listed in the Product & Pricing Schedule.
- t) **Purchase Order:** Document issued by a Department for one or more Goods, Deliverables or Services in accordance with the terms and conditions of this Contract.
- u) **Records:** All working papers and such other information and materials as may have been accumulated by the Contractor in Performing this Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.
- v) **Services:** The Performance of labor or work set forth in Exhibit 2 or in the Statement of Work, whichever is applicable.
- w) **Site:** Location(s) specified by Department where Deliverables are to be installed or Services rendered.
- x) **Solicitation:** Request for Proposal entitled Interoperability Solution, dated 9 December, 2014.
- y) **Source Code:** The source code version of the Licensed Software, including all corresponding programmer's comments, data files and structures, headers, files, macros, annotations, and documentation.
- z) **Specifications:** The written technical and non-technical detailed documentation of the Deliverables' and the System's capabilities, as approved and accepted in writing by the Department prior to acceptance of the System.
- aa) **State:** The State of Connecticut, including the Department and any office, department, board, council, commission, institution or other agency or entity of the State.

- bb) **Statement of Work (SOW):** Statement issued in connection with a Purchase Order for a Deliverable or Service available under this Contract which sets forth all work and payment requirements for Contractor's Performance in connection with said Purchase Order.
- cc) **System:** Contractor furnished or otherwise supplied Deliverables that collectively and in an integrated fashion fulfills the business and technical requirements of this Contract and its exhibits.
- dd) **Term:** The original term of the Contract plus any extensions exercised under Section 1 of the Contract.
- ee) **Termination:** An end to this Contract prior to the end of its Term.
- ff) **Upgrade:** A change to the primary version number of the Licensed Software, generally providing additional features or functionality.
- gg) **Update:** A change to the Licensed Software to correct bugs or defects, patches or changes to enable the Licensed Software to operate on new or upgraded operating platforms, and other routine enhancements to existing functionality that are made generally commercially available by Contractor as part of its routine software maintenance.
- hh) **User Acceptance Testing (UAT):** Phase in which the State tests the functionality of a Deliverable with real world scenarios to determine if the Deliverable performs in accordance with the agreed upon design as contained in the Specifications.
- ii) **Warranty Period:** The 12 month period commencing upon the Acceptance Date for each instance of the System being Accepted as defined by the applicable Purchase Order for a Site or series of Sites.

### **3. ACQUIRING DELIVERABLES AND SERVICES**

- a) Subject to the terms and conditions of this Contract, Contractor shall sell, transfer, convey and/or license to the State any duly ordered Deliverable and/or Perform the Services in accordance with Exhibit 2, or in accordance with a Statement of Work, if applicable. Such Deliverables or Services, as appropriate, must be itemized in and available under the Product & Pricing Schedule and may only be acquired through properly issued Purchase Orders.
- b) Any Purchase Order is subject to the terms of this Contract and shall remain in effect until Department acceptance of full Performance of all Deliverables and Services contained in the applicable Purchase Order, unless terminated sooner under the terms of this Contract. Neither party shall be bound by any additional terms different from those in this Contract that may appear on a Purchase Order or other form document issued by either party.
- c) Contractor may supplement Exhibit 3 at any time to make additional products, services and related terms available to the State, provided that the effective date of each supplement is stated thereon. Any supplement shall be transmitted to the DAS with a cover letter documenting formal approval of the supplement by a Contractor representative legally empowered to so act. The supplement will only be deemed accepted by DAS if it issues a Product Schedule Update letter to Contractor, indicating its concurrence with the supplement.

d) Notwithstanding any other provision of this Contract, no material change may be made to the Deliverables set forth in Exhibit 3 that alters the nature or scope of the Deliverables or their intended use. Any change in the Deliverables set forth in Exhibit 3 shall be conditioned upon the new product(s) being of a similar nature and having a similar use as the defined Deliverables. An update of the Deliverables or the addition of products that are related to or serve similar functions as the Deliverables is permissible only with the prior written approval of the DAS. New products must relate to public safety and emergency response multimedia interoperability and situational awareness; enable communications, voice, video and video management; enable information and data sharing, data analytics, fusion, storage and visualization for command and control, incident management or common operating picture purposes; integrate to, supplement, enhance or install systems and solutions that work in concert with such communications, voice, video, file and data systems and capabilities such as fire alarms, video surveillance, access control, wearable cameras, communications transport and network systems; install and enable systems for disaster redundancy and resilience; and other sensor systems as contemplated in the Solicitation.

e) From the Effective Date, Contractor, upon ninety (90) calendar days prior written notice to DAS, may update the pricing on Exhibit 3 effective July 1 of any State of Connecticut fiscal year, provided: (1) the Product Schedule Update is transmitted and approved in the same manner as described for supplements in subsection 3.c.; (2) no software license or Deliverable maintenance or service rate is increased within the first year following acceptance of a Deliverable; and (3) any such price increase shall not exceed the lesser of (i) 3.5% and (ii) the average annual percentage increase over the immediately preceding calendar year in the 'Consumer Price Index' – Hartford, Connecticut Average for all Urban Consumers (CPI-U) (All items, 1982-84 = 100) published monthly by the Bureau of Labor Statistics of the United States Department of Labor or, should that index cease to be published, the most comparable index published on a regular basis by the US Government since the later of the date of this Contract or Contractor's latest Product Schedule.

f) In consideration for the maintenance and administration of this Contract by DAS for and on behalf of other eligible Departments, Contractor agrees that in the case of any sale of Goods or Services made to an eligible purchasing Department pursuant to a Purchase Order under this Contract, a contract administration fee of one (1) percent (the "CAF") shall apply against the total cost of Goods and Services billed and collected by Contractor in the case of Connecticut sales tax-exempt Departments. The CAF shall be reflected on Contractor invoices and upon Contractor's receipt of payment it shall pay the CAF to DAS by check made payable to the State of Connecticut- Department of Administrative Services in readily good funds not more than thirty (30) days after receipt of such purchaser payments. When payment is made, the Contractor shall furnish a true and correct written report of payments received for which CAF applies, identifying the relevant Invoice number upon which such payment was made and received, and the amount of CAF due. DAS shall have the right at any time upon reasonable notice to audit Contractor's records to ensure compliance. If there shall be any determined deficiency, such deficiency shall be payable immediately together with interest thereon at the rate of 18% per annum based on the number days elapsed until paid. In lieu of payment of CAF fees to the DAS, DAS may, in its sole discretion, direct Contractor in writing to rebate an amount equal to the CAF directly to the Department having purchased the Goods. In such case, Contractor shall pay such amount to the purchasing Department with a notation as "CT CAF Rebate".

g) Contractor shall provide the State with a discount on any Product Schedule Update according to the discount, if any, shown on the Exhibit 4, and in any case shall be not higher than the most preferential rate made available to the federal government or other state for the same or substantially equivalent Deliverables, taking into account commercially reasonable differentiation factors such as volume, size of purchase or other bona fide economies.

h) The Department is authorized to use any Licensed Software solely for the State's business purposes in

connection with the Deliverables. The right to use any such Licensed Software is defined in the MLT.

i) No additions to or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless the Department issues a change order in accordance the provisions of Section 5.

j) The Department shall issue a Purchase Order when acquiring any Deliverable or Service available under this Contract and, if appropriate, a Statement of Work mutually acceptable to the purchasing Department and the Contractor.

#### **4. PROJECT PERSONNEL**

a) The Department shall designate a project administrator (the "Project Administrator"), who may be replaced at the discretion of the Department. The Project Administrator shall have the authority to act for the Department under this Contract for any Deliverable(s) initially acquired/installed from the Contractor and such authority shall continue to be in effect throughout the term of this Contract.

b) Department shall, in its discretion, have the right to require and approve Key Contractor Personnel. If Department is dissatisfied with the performance of any prior approved Key Contractor Personnel, Department shall notify Contractor of Department's desire to change any Key Contractor Personnel. Contractor shall make such requested change within thirty (30) calendar days of the request for such change. The initial Key Contractor Personnel, if required by the Department, shall be identified in the applicable SOW.

#### **5. CHANGE ORDERS**

a) The Department may, at any time, with written notice to Contractor, request changes within the scope of Exhibit 2 or Statement of Work, if applicable. Such changes shall not be unreasonably denied or delayed by Contractor. Such changes may include, but are not be limited to, modifications or other changes required by new or amended State and/or Federal laws and regulations relating to functional requirements and processing procedures, or involving the correction of System deficiencies. Prior to expiration of any Warranty Period, any changes required because the System does not fully perform in accordance with this Contract, shall be made by Contractor without charge to the Department. Any investigation necessary to determine the source of the problem requiring the change shall be done by Contractor at its sole cost and expense.

b) A change order request may be issued only by the Department and must be in writing. As soon as possible after Contractor receives a written change order request, but in no event later than fifteen (15) calendar days thereafter, the Contractor shall provide the Department with a written statement confirming the change has no price impact on the Contract or, if there is a price impact, Contractor shall provide the Department a written statement explaining the price increase or decrease involved in implementing the requested change.

c) If the Department issues a change order requesting a change to the System to comply with changes to Federal or State law, or changes to regulations affecting the Department, the Contractor shall perform the changes at no additional cost to the Department.

d) No change order with a price impact will be effective until Contractor receives written confirmation from the Department.

#### **6. DELIVERABLE INSTALLATION & DEINSTALLATION**

- a) Contractor shall provide all pre-installation and post-installation Deliverable compatibility system surveys, consultation, reference manuals, onsite operational training to facilitate proper installation and operation of all Deliverables and at the request of the Department, and at no additional cost.
- b) Contractor represents and warrants that it shall complete installation of the System in accordance with the Contract.
- c) Department ordered de-installation, relocation and, or, reinstallation of any system previously installed at a Department Site or Department designated Site shall be at Department's expense according to Contractor's prices then in effect for such services. If de-installation, relocation and, or, reinstallation of any system previously installed at a Department Site or Department designated Site is necessary due to Contractor error, the Department shall not incur expenses for such services.

## **7. DELIVERABLE EVALUATION & ACCEPTANCE**

Any Deliverable furnished by Contractor under the terms of this Contract will be subject to User Acceptance Testing in accordance with Exhibit 2 and the applicable SOW.

## **8. PAYMENTS AND CREDITS**

- a) The Department shall pay for Deliverables only upon Acceptance of the Deliverable(s) pursuant to Section 7 and the applicable SOW. The Department shall pay Contractor within 45 days after the Deliverable Acceptance Date and receipt of Contractor's properly documented invoice, whichever is the later date.
- b) Contractor may assign any payments, in whole or in part, upon prior written notice to the Department and compliance with the requirements of the State's Comptroller's Office concerning such assignments. No assignment of receivables by Contractor shall relieve Contractor of any obligations under this Contract without prior written Department consent in each such instance. Notwithstanding any such assignment, Contractor represents and warrants that the Deliverable shall be and remain free of any repossession or any Claims by Contractor or its successors and assigns, subject to the terms and conditions of this Contract. It is agreed that Contractor may assign payments under this Agreement as loan security to Contractor's institutional lender and holders of secured notes issued by Contractor.
- c) Contractor shall furnish separate invoices for each Purchase Order and shall list each license charge, maintenance and support charge or other charge included in each invoice as separate line items.

## **9. LICENSED SOFTWARE MAINTENANCE & SUPPORT**

- a) After Acceptance of the System by the Department and throughout the duration of the Warranty Period, Contractor represents and warrants that maintenance and support services for the Licensed Software shall be provided to the Department at no additional cost:
  - 1. Contractor shall provide reasonable and competent assistance in accordance with the requirements of Exhibit 4;
  - 2. Contractor shall provide Updates and Upgrades to the Licensed Software at no additional cost to Department;
  - 3. Contractor shall update any Deliverable, if and as required, to cause it to operate under new versions or releases of the operating system(s) upon which the Licensed Software is specified to operate by Contractor.

- b) Upon expiration of the Warranty Period, maintenance and support services for the Licensed Software shall be provided by the Contractor on an annual basis if requested by the Department. Contractor shall invoice the Department on a quarterly basis in accordance with the Product & Pricing Schedule.
- c) Provided the Department is current on its maintenance and support payments, the Contractor shall provide the following maintenance and support services for the Licensed Software:
1. Contractor shall provide reasonable and competent assistance in accordance with the requirements of Exhibit 4;
  2. Contractor shall provide Updates and Upgrades to the Licensed Software at no additional cost;
  3. Contractor shall update any Deliverable, if and as required, to cause it to operate under new versions or releases of the operating system(s), database system(s), application servers or report servers that comprise the Department's computer operating environment.
- d) Contractor shall maintain sufficient and competent Deliverable support services staff to satisfy the Contractor obligations specified herein for any Deliverable.
- e) Contractor shall have access to any Deliverable to provide required services thereon, subject to the Department's access and security policies.
- f) Contractor shall maintain at all times a copy of the most current version of the Licensed Software installed at the Department.
- g) Contractor shall provide a complete list of any platform requirements and specifications to provide technical support services.
- h) If a Deliverable becomes not usable due to new versions or releases of the specified operating system(s) that comprise the Department's computer operating environment, the Contractor shall have thirty (30) days from the date of written notification by the Department provide an Update to restore functions to the standards required under this Contract. If the Contractor fails to provide such Update, the Department may cease payments for maintenance and support until such time the Deliverable and System operates in conformance with the Specifications and may require Contractor reimburse the Department for any maintenance and support amounts paid by the Department for the period during which the Deliverable(s) or System were not usable. If, after the expiration of thirty (30) days from the date of said notification, the Deliverable remains not usable, then the applicable license may be terminated at the option of said Department without further obligation or liability.
- i) Maintenance and support shall automatically renew for successive twelve (12) month periods unless thirty (30) days prior written notice of termination is provided to the Contractor by DAS before the end of the then current term of maintenance and support services.
- j) The Department may cancel maintenance and support at any time and Contractor shall reimburse the Department on a pro-rata basis for the balance of the pre-paid maintenance period.
- k) If the Department allows maintenance and support services to lapse, the Department may at any time reinstate maintenance and support services with fifteen (15) day advance written notice to the Contractor. Upon such reinstatement, the Department will be responsible for payment of the maintenance and support fees beginning the date Contractor commences maintenance and support services. The Department shall not

be responsible for payment of any separate fees or penalties in order to reinstate maintenance or support services.

## **10. RESERVED**

## **11. SYSTEM RELIABILITY**

- a) Contractor's software-as-a-service or cloud based delivery software services will meet the performance reliability standards set forth in Section 10 of the MLT.
- b) Contractor's manufactured equipment and appliances will meet the standards for response and repair time set forth in the SLA.
- c) A given instance of System downtime shall start after receipt by the Contractor of a Department service request to remedy any operational System deviation, error, or failure condition(s), and end with documented proof, reasonably acceptable to the Department by Contractor to the Department that such System status has been fully restored to the applicable agreed operational specifications and made ready for productive Department use. However, the calculated time period of such an instance of System downtime shall exclude the following periods:
  - 1. Any nonproductive System use time caused by the Department or the Department's authorized third party and not related to a deficiency in the System.
  - 2. Any time during which the Department fails to make the System available for Contractor's remedial service.
  - 3. Any downtime investigated by Contractor which is then determined by the Contractor and the Department to be a non-downtime instance following such investigation.
  - 4. Any downtime relating to interruption of third party provided service, including telecommunications, internet broadband access, power, or similar interruptions or failures.
  - 5. Loss of service relating to failure of equipment or hardware owned or provided by the State.
  - 6. Denial of service attacks, viruses, malware, rootkits, or other similar malicious activities on systems not owned or controlled by Contractor or Contractor Parties.

## **12. SYSTEM WARRANTIES**

- a) Contractor represents and warrants that the System shall conform to the terms and conditions of this Contract and the Specifications, and be free from defects in material and workmanship upon the Acceptance Date of the System by the Department and for a minimum period through the Warranty Period.
- b) Additionally, during the Warranty Period for the System, Contractor shall modify, adjust, repair and/or replace such Deliverable(s), at no charge to Department, as necessary to maintain ongoing System reliability according to Section 11.
- c) If the ongoing Performance of Contractor's maintenance and support of the System or the performance of the System do not conform to Section 11, DAS or the Department shall give Contractor written notice of performance deficiencies. Contractor shall then have not more than a thirty (30) calendar day period, unless otherwise permitted by the Department, to correct the applicable deficiency and restore the functioning of the System to a level of operation that meets the requirements of this Contract.



d) In the event of a material default by the Contractor under the subsection above, in addition to any other rights or remedies provided in this Contract, DAS may, by written notice to Contractor, terminate this Contract. In event of such termination, if the material default is such that the System cannot conform to the requirements of Section 11, the Contractor shall reimburse the Department all monies paid by Department to Contractor in connection with Exhibit 2 or Statement of Work, whichever is applicable.

### **13. OTHER WARRANTIES**

a) Unless expressly stated otherwise in this Contract, Contractor hereby warrants that a Deliverable installed by Contractor, or installed by the Department in accordance with Contractor's instructions, shall function according to the Specifications on the Acceptance Date for such Deliverable, and that Contractor shall modify and/or replace such Deliverable as necessary to maintain ongoing reliability according to Section 11. This latter warranty shall not apply to any Deliverable deficiency caused by maintenance by a person other than the Contractor or its representative.

b) If the ongoing performance of the Deliverable does not conform to the Specifications on the Acceptance Date for such Deliverable and the System consequently fails to conform to the Section 11 provisions of this Contract, Department shall give Contractor written notice of performance deficiencies. Contractor shall then have not more than a thirty (30) calendar day cumulative cure period per twelve (12) month period to correct such deficiencies. If the cumulative number of days in a twelve (12) month period is exceeded, and said performance continues to be in nonconformance with said Section 11, the Contractor shall be in material default of this Contract and DAS, at its option, may thereupon take any one or more of the following actions:

1. if the Warranty Period has not expired, terminate this Contract;
2. Require Contractor replace said Deliverable at Contractor's expense with a functional Deliverable or competent Service;
3. Terminate the Deliverable license or service without fee or charge to the Department, or further obligation or financial liability. In the event of such termination, the Contractor shall refund to the Department all monies paid to the Contractor no later than 15 days after termination, according to the following schedule:
  - (i) if termination is of a lump-sum payment perpetual license, repayment shall be determined by the point in the Term in which the Acceptance Date of the terminated Deliverable occurred:
    - a. 1st - 12th month: 100% of license fee paid
    - b. 13th - 24th month: 75% of license fee paid
    - c. 25th - 36th month: 50% of license fee paid
    - d. 37th month and over: 25% of license fee paid
  - (ii) if termination is of associated services, or a periodic payment license, or a lump-sum payment non-perpetual license, all fees paid by the Department to the Contractor during the period following the event of material default shall be returned.

c) The Contractor neither excludes nor modifies the implied warranties of merchantability and fitness for a particular purpose concerning the Deliverables offered under the terms and conditions of this Contract.

#### **14. LICENSED SOFTWARE**

- a) The Department shall have a non-exclusive license to use the Licensed Software for the Department's own operations and purposes as specified in the MLT. The Department shall have the right to provide other State entities and third parties access to the System, including the right to host the System.
- b) For the duration of the license, Department may make and maintain copies of the Licensed Software.
- c) In the event any Licensed Software Deliverable becomes the actual or prospective subject of any patent, copyright, license & proprietary rights claim or proceeding, Contractor may, at its discretion:
1. Modify the Deliverable or substitute another equally suitable Deliverable (provided that the performance of the modified or substitute Deliverable equals or exceeds that of the original Deliverable);
  2. Obtain for the State or Department the right to continued use of the Deliverable; or
  3. If use of the Deliverable is prevented by injunction, take back the Deliverable and credit the State or Department for any charges as a result of enjoined use as follows:
    - a. If the Deliverable is a periodic payment license, Contractor shall promptly refund the Department the amount of the fees paid to the Contractor for the portion of the applicable term found to be infringing.
    - b. If the Deliverable is a lump-sum payment license, Contractor shall promptly refund the Department any license fee paid by the Department to the Contractor for the Licensed Software Deliverable as determined by the point in the Term in which the Acceptance Date of the terminated Deliverable occurred:
      1. 1st - 12th month: 100% of license fee paid
      2. 13th - 24th month: 75% of license fee paid
      3. 25th - 36th month: 50% of license fee paid
      4. 37th month and over: 25% of license fee paid
- d) Contractor shall not have any liability for any infringement claim or proceeding based on the Department's use of a Deliverable for which it was neither designed nor intended.
- e) Any and all inventions or improvements to computer programs and/or base software specifically developed by the Contractor and paid for by the Department pursuant to this Contract will be owned by the State. The State shall retain all ownership rights to any such inventions or improvements.
- f) Contractor shall provide to the Department reproductions of the patent, copyright, license or proprietary rights information notices which are applicable and were affixed to original Deliverables. Once the Department receives those notices, the Department shall promptly affix them to any copies made of the Deliverable. The Department shall maintain the confidentiality of any such Licensed Software Deliverable consistent with its privileged nature, and shall not divulge the Deliverable or make it available to any third party, except as may be noted elsewhere in this Contract or as it may be required under the Connecticut Freedom of Information Act. This obligation survives the expiration or early termination of this Contract.
- g) Any Alteration of a Licensed Software Deliverable that changes the operation or functionality of the Licensed Software Deliverable by the Department without prior written consent of Contractor shall void the obligations of Contractor under Section 9, 11, 12 and 13 for such Deliverable.

h) Neither the State nor the Department will reproduce, create derivative works, translate, reverse engineer or decompile the Licensed Software, in whole or in part, nor create or attempt to create, by reverse engineering or disassembling of the design, algorithms or other proprietary trade secrets of the Licensed Software.

i) The Department shall use the Licensed Software only in the pursuit of its own business operations.

j) Contractor shall escrow the Source Code with an independent third party escrow service provider reasonably acceptable to the Department. The Department will be responsible for the actual cost of such escrow service, or if applicable, the Departments pro-rata share of the costs of the escrow service. The Contractor shall meet the following escrow requirements:

1. Contractor shall arrange for a complete copy of the version of the Source Code delivered to the Department to be deposited with the escrow agent Contractor has under contract on the date of Acceptance of System by the Department ("Escrow Date"). On the Escrow Date, the Contractor shall provide the Department with written confirmation that Contractor has made such a deposit. Contractor shall arrange for updates of the escrow deposit with all modifications and changes to the Licensed Software which have been implemented by the Department and shall deposit a renewed copy of such Source Code whenever the Licensed Software has been updated by the Licensed Software supplier, subject to the Department's implementation of such update. The Source Code deposited shall include comments, explanations, and instructions to compile the Licensed Software, and all Licensed Software utilities and other materials necessary for use of the Source Code. The costs of the escrow shall be paid by the Contractor upon receipt of such payment from the Department.
2. The Release Conditions shall be (i) the bankruptcy of Contractor where this Contract is rejected by the Bankruptcy Estate or service is interrupted; (ii) the liquidation, dissolution or winding up of Contractor; (iii) the Contractor ceases to provide support and maintenance services in accordance with the terms of this Agreement; (iv) a material breach of this Contract that is not cured in accordance with the requirements of this Contract; (v) failure to Perform in accordance with the requirements of Exhibit 4. If Source Code is released to the State under this Contract, the Licensed Software provider shall continue to possess ownership rights for the Source Code, and the Department shall have the right to use, copy and modify the Source Code solely in order to use and support the Licensed Software in accordance with the purposes of this Contract for so long as the applicable license term, including the right to engage the services of a third party to assist the Department to use and support the Licensed Software in accordance with the rights granted in the MLT and safekeeping of Contractor's proprietary information and intellectual property rights.

## **15. CONFIDENTIALITY; NONDISCLOSURE**

a) The State shall exercise at least the same degree of care to safeguard any trade secrets or confidential information of Contractor Licensed Software as the State does its own property of a similar nature and shall take reasonable steps to assure that neither the Licensed Software nor any part thereof received by the State under this Contract shall be disclosed for reasons other than its own business operations. Such prohibition on disclosures shall not apply to disclosures by the State to its employees or its representatives, provided such disclosures are reasonably necessary to the State's use of the Deliverable, and provided further that the State shall take all reasonable steps to ensure that the Deliverable is not disclosed by such parties in contravention

of this Contract. The State's performance of the requirements of this section shall be subject to the State of Connecticut Freedom of Information Act, as amended.

b) All Records, including any data owned by the State in any form, in the possession of the Contractor or Contractor Parties must remain within the United States and may be not be stored, hosted or otherwise maintained outside of the United States.

## **16. PROTECTION OF CONFIDENTIAL INFORMATION**

a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
3. A process for reviewing policies and security measures at least annually;
4. Creating secure access controls to Confidential Information, including but not limited to passwords; and
5. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

c) The Contractor and Contractor Parties shall notify DAS, the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this section and shall cover a length of time commensurate with the circumstances of the

Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the Department, any State of Connecticut entity or any affected individuals.

d) The Contractor shall incorporate the requirements of this section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this section.

e) Nothing in this section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 or any provisions of this Contract concerning the obligations of the Contractor as a business associate of a covered entity (as such terms are defined in 45 C.F.R. § 160.103).

## **17. RESERVED**

## **18. RISK OF LOSS & INSURANCE**

a) The State shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverable is in transit, or while in the Department's possession, except when such loss or damage is due directly to the Department's negligence or intentional misconduct. Nothing in this section is intended nor shall it be construed, in any manner, as waiving or compromising the sovereign immunity of the State.

b) Throughout the Term, Contractor shall maintain, at Contractor's sole cost and expense, a policy or policies of commercial general liability insurance, including contractual liability coverage, in an amount not less than \$1,000,000.00 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of \$2,000,000.00 per occurrence for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. Such insurance policy or policies shall name the State as additional insured. Contractor shall provide the State a certificate of insurance evidencing the above coverage on an annual basis and shall not begin performance of the Services until such a certificate has been provided to DAS, and, if requested, the Department.

c) During the Term, and for a period of three (3) years thereafter, the Contractor shall carry Professional Liability Insurance in the amount of \$1,000,000 per Claim and Annual Aggregate. Contractor shall provide the State a certificate of insurance evidencing such Professional Liability Insurance coverage upon written request on an annual basis and shall not begin Performance of the Services until such a certificate has been provided to the Department.

d) All insurance with the exception of the professional liability insurance required under (c) above must be written on an occurrence basis as opposed to "claims made" basis.

## **19. DELIVERABLE ALTERATIONS**

a) This section applies only to Deliverables that do not include or incorporate Licensed Software as an operational component and applies only to Alterations made during the Warranty Period.

b) During the Warranty Period, Alterations of a Deliverable may be made by the Department only with the prior written consent of Contractor and/or manufacturer. Such consent shall not be unreasonably withheld or delayed and shall be provided without cost to the Department.

## **20. FORCE MAJEURE**

Neither party shall be responsible for delays or failures in its obligations herein due to any cause beyond its reasonable control. Such causes shall include, but not be limited to, strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war or the public enemy, acts of terrorism, unavailable raw materials, telecommunication or power failure, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

## **21. RESERVED**

## **22. GENERAL PROVISIONS**

a) Section headings and document titles used in this Contract are included for convenience only and shall not be used in any substantive interpretation of this Contract.

b) If any term or condition of this Contract is decided by a proper authority to be invalid, the remaining provisions of the Contract shall be unimpaired and the invalid provision shall be replaced by a provision which comes closest to the intention underlying the invalid provision. Contractor shall comply with the statutes, regulations, Executive Orders and policies incorporated into this Contract to the extent that such statutes, regulations, Executive Orders and/or policies are applicable to Contractor in connection with its Performance under this Contract.

c) The failure at any time by either party to this Contract to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The failure of either party to enforce or pursue a right or remedy shall not constitute a waiver of the right or remedy itself, unless such a waiver is expressed in writing and signed by a duly authorized representative of the waiving party.

d) In any case where the consent or approval of either party is required to be obtained under this Contract, such consent or approval shall not be unreasonably withheld or delayed. No such consent or approval shall be valid unless in writing and signed by a duly authorized representative of that party. Such consent or approval shall apply only to the given instance, and shall not be deemed to be a consent to, or approval of, any subsequent like act or inaction by either party.

e) The Department shall not remove or destroy any proprietary markings or proprietary legends placed upon or contained within any Deliverable.

f) Except as may be otherwise provided for in this Contract, the Department shall not assign, mortgage, alter, relocate or give up possession of any Deliverable to which Contractor retains title without the prior written consent of Contractor.

g) Contractor represents and warrants that it shall not, without prior written consent from the State, make any reference to the Department or the State in any of Contractor's advertising or news releases. The Contractor may use the State's and/or the Department's name as a specific citation within proposals it submits.

h) Contractor shall execute any and all documents or to take any actions which may be reasonably necessary to perfect the rights granted to the State in Section 14.

i) Neither Department nor Contractor's personnel who had substantive contact with personnel of the other in the course of the Performance of the Services hereunder shall directly or indirectly employ, solicit, engage or retain the services of such an employee of the other party to this Contract during its Term and for a period of one year from the Termination of this Contract or such longer period as may be required by State statute. This provision shall not restrict the right of either party to solicit or recruit generally in the media.

j) The Department shall cooperate with Contractor in the Performance by Contractor of the services hereunder, including, (i) providing Contractor with adequate working space, equipment and facilities and timely access to data, information, and personnel of the State; (ii) providing experienced and qualified personnel to perform their assigned tasks and duties in a competent and timely fashion; (iii) providing a stable, fully functional system infrastructure environment which will support the Deliverables and allow Contractor and the Department to work productively; and (iv) promptly notifying Contractor of any issues, concerns or disputes with respect to the services provided by Contractor hereunder. The Contractor shall not be responsible for, among other things, the performance of the Department's personnel and agents, and the accuracy and completeness of all data and information provided to Contractor by the Department for purposes of the performance of the services hereunder.

k) Each of the State and Contractor is an independent contractor and neither of them is, nor shall be considered to be, nor shall purport to act as, the other's agent, partner, fiduciary, joint venturer, or representative.

l) Contractor may (i) provide any Services to any person or entity, and (ii) develop for itself, or for others, materials or processes including those that may be similar to those produced as a result of the services hereunder, provided that, Contractor complies with its obligations of confidentiality set forth in Sections 14, 15 and 16.

m) All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

## **23. COMMUNICATIONS**

a) Unless notified otherwise by the other party in writing, correspondence, notices, and coordination between the parties to this Contract as to general business matters or the terms and conditions herein shall be directed to:

State: Connecticut Department of Administrative Services  
Director of Procurement  
165 Capitol Avenue  
Hartford, CT 06106

Contractor: Mutualink, Inc.  
1269 South Broad Street

Wallingford, CT 06492  
Attention: Legal Department

b) Details regarding Contractor invoices and all technical or day-to-day administrative matters pertaining to any Deliverable shall be directed to:

Department: The individual specified in the applicable Purchase Order

Contractor: The individual designated by Contractor in their Proposal or as the Contractor may otherwise designate in writing to the Department.

## **24. INTENTIONALLY OMITTED**

## **25. WHISTLEBLOWER PROVISION**

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

## **26. DISCLOSURE OF PUBLIC RECORDS PROVISION**

This Contract may be subject to the provisions of Section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General Statutes.

## **27. FORUM AND CHOICE OF LAW**



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

## **28. BREACH**

- a) If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party by overnight or certified mail, return receipt requested, to the most current address the breaching party has furnished for the purposes of correspondence and afford the breaching party an opportunity to cure within thirty (30) days from the date that the breaching party receives the notice. In the case of a Contractor breach, DAS may set forth any period greater or less than thirty (30) days, so long as such time period is otherwise consistent with the provisions of this Contract (for the purposes of this paragraph, the time period set forth by the non-breaching party shall be referred to as the “right to cure period”). The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the breach is such that it cannot be cured within the right to cure period.
- b) In the event of a breach, DAS may require the Contractor to prepare and submit to DAS or the Department a Corrective Action Plan in connection with an identified breach. The Corrective Action Plan shall provide a detailed explanation of the reasons for the cited deficiency(ies), the Contractor’s assessment or diagnosis of the cause, and a specific proposal to cure or resolve the deficiency(ies). The Contractor shall submit the Corrective Action Plan within ten (10) business days following the request for the plan by the State and is subject to approval by the Department or DAS, which approval shall not unreasonably be withheld. Notwithstanding the submission and acceptance of a Corrective Action Plan, Contractor remains responsible for achieving all Performance criteria. The acceptance of a Corrective Action Plan shall not excuse prior substandard Performance, relieve Contractor of its duty to comply with Performance standards, or prohibit the State from pursuing additional remedies or other approaches to correct substandard Performance.
- c) The written notice of the breach may include an effective Termination date. If the identified breach is not cured by the stated Termination date, unless otherwise modified by the non-breaching party in writing prior to such date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Termination date, the non-breaching party shall be required to provide the breaching party no less than twenty four (24) hours written notice prior to terminating the Contract, such notice to be provided in accordance with Section 29(c).
- d) If the Department reasonably and in good faith determines the Contractor has not Performed in accordance with the Contract, the State may withhold payment in whole or in part in an amount reasonably related to the non-performance pending resolution of the Performance issue, provided that the State notifies the Contractor in writing prior to the date that the payment would have been due.

- e) Notwithstanding any provisions in this Contract, DAS may terminate this Contract with no right to cure period for Contractor's breach or violation of any of the provisions in the section concerning Representations and Warranties and revoke any consent to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- f) Termination under this Breach section is subject to the provisions of the Termination section in this Contract.

## **29. TERMINATION**

- a) Notwithstanding any provisions in this Contract, the DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
- b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- c) DAS shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from the DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake commercially reasonable efforts to mitigate any losses or damages and deliver to the Department all Records. The Records are deemed to be the property of the Department and the Contractor shall deliver them to the Department no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Department for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- e) The Department shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Department, in addition to all reasonable costs, incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Department is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS, the Contractor shall assign to DAS or the Department, or any replacement contractor which DAS or the Department designates, all subcontracts, purchase orders, and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS may request.
- f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the DAS may Terminate the Contract in accordance with its terms and revoke any consents to

assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of the Contract by the State.

### **30. REPRESENTATIONS AND WARRANTIES**

The Contractor represents and warrants to the State for itself and the Contractor Parties that:

- a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
- b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;
- c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;
- f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity terminated for breach or default;

- h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- i) to the best of their knowledge, there are no Claims involving the Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- j) they shall disclose, to the best of their knowledge, to the State in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than twenty (20) calendar days after becoming aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the State, the ten (10) calendar days in the section of this Contract concerning disclosure of Contractor Parties litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;
- k) their participation in the Solicitation process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- l) the proposal submitted by Contractor in response to the Solicitation was not made in connection or concert with any other person, entity or proposer, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the proposer, submitting a proposal for the same Solicitation, and is in all respects fair and without collusion or fraud;
- m) they are able to Perform under the Contract using their own resources or the resources of a party who was not a proposer;
- n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and require that provision be included in any contracts and purchase orders with such Contractor Parties;
- o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut; they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- p) they are not delinquent in the payment of unemployment compensation contributions;
- q) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- r) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;

- s) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from DAS or the Department, such information as DAS or the Department may require to evidence, in their sole determination, compliance with this section;
- t) they either own or have the authority to use all the Goods;
- u) to the best of Contractor's knowledge, the Goods do not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;
- v) the Department's use of any Goods in a manner consistent with this Contract shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- w) if they procure any Goods, they shall sub-license such Goods and that the Department shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- x) they shall assign or otherwise transfer to the Department, or afford the Department the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Department.

### **31. DISCLOSURE OF CONTRACTOR PARTIES LITIGATION**

The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than twenty (20) calendar days after becoming aware of any such Claims. Disclosure shall be in writing.

### **32. STATE COMPTROLLER'S SPECIFICATIONS**

In accordance with Conn. Gen. Stat. § 4d-31, this Contract is deemed to have incorporated within it, and the Contractor shall deliver the Goods and Services in compliance with, all specifications established by the State Comptroller to ensure that all policies, procedures, processes and control systems, including hardware, software and protocols, which are established or provided by the Contractor or Contractor Parties, are compatible with and support the State's core financial systems, including but not limited to, accounting, payroll, time and attendance, and retirement systems.

### **33. CHIEF INFORMATION OFFICER SUBCONTRACT APPROVAL**

In accordance with Conn. Gen. Stat. § 4d-32, the Contractor shall not award a subcontract for work under this Contract without having first obtained the written approval of the Chief Information Officer of the Department of Administrative Services or their designee of the selection of the subcontractor and of the provisions of the subcontract. The Contractor shall deliver a copy of each executed subcontract or amendment to the subcontract to the Chief Information Officer, who shall maintain the subcontract or amendment as a public record, as defined in Conn. Gen. Stat. § 1-200.

#### **34. RIGHTS TO AND INTEGRITY OF PUBLIC RECORDS**

In accordance with Conn. Gen. Stat. § 4d-34, (a) neither the Contractor nor Contractor Parties shall have any Title in or to (1) any public records which the Contractor or Contractor Parties possess, modify or create pursuant to a contract, subcontract or amendment to a contract or subcontract, or (2) any modifications by such contractor, subcontractor, employee or agent to such public records; (b) neither the Contractor nor Contractor Parties shall impair the integrity of any public records which they possess or create; and (c) public records which the Contractor or Contractor Parties possess, modify or create pursuant to this Contract or other contract, subcontract or amendment to a contract or subcontract shall at all times and for all purposes remain the property of the State. For purposes of this section, “public records” shall have the meaning set forth in Conn. Gen. Stat. § 4-33, as it may be modified from time to time.

#### **35. PUBLIC RECORDS AND FOIA**

In accordance with Conn. Gen. Stat. § 4d-35, any public record which a state agency provides to the Contractor or Contractor Parties shall remain a public record for the purposes of subsection (a) of Section 1-210 and as to such public records, the State, the Contractor and Contractor Parties shall have a joint and several obligation to comply with the obligations of the state agency under the Freedom of Information Act (FOIA), as defined in Section 1-200, provided that the determination of whether or not to disclose a particular record or type of record shall be made by such state agency.

#### **36. DISCLOSURE OF PUBLIC RECORDS**

In accordance with Conn. Gen. Stat. § 4d-36, neither the Contractor nor Contractor Parties shall disclose to the public any public records (a) which they possess, modify or create pursuant to this Contract or any contract, subcontract or amendment to a contract or subcontract and (b) which a state agency (1) is prohibited from disclosing pursuant to state or federal law in all cases, (2) may disclose pursuant to state or federal law only to certain entities or individuals or under certain conditions or (3) may withhold from disclosure pursuant to state or federal law. This provision shall not be construed to prohibit the Contractor from disclosing such public records to any Contractor Parties to carry out the purposes of its subcontract. For purposes of this section, “public records” shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

#### **37. PROFITING FROM PUBLIC RECORDS**

In accordance with Conn. Gen. Stat. § 4d-37, neither the Contractor nor Contractor Parties shall sell, market or otherwise profit from the disclosure or use of any public records which are in their possession pursuant to this Contract or any contract, subcontract or amendment to a contract or subcontract, except as authorized in this Contract. For purposes of this section, “public records” shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

#### **38. CONTRACTOR’S OBLIGATION TO NOTIFY DAS CONCERNING PUBLIC RECORDS**

In accordance with Conn. Gen. Stat. § 4d-38, if the Contractor or Contractor Parties learn of any violation of the provisions of Conn. Gen. Stat. §§ 4d-36 or 4d-37 they shall, no later than seven calendar days after learning of such violation, notify the Chief Information Officer of such violation.

### **39. GENERAL ASSEMBLY ACCESS TO RECORDS**

In accordance with Conn. Gen. Stat. § 4d-40, the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to DAS records that is not less than the access that said committee and such offices have on July 1, 1997.

### **40. CONTINUITY OF SYSTEMS**

- a) This section is intended to comply with Conn. Gen. Stat. §4d-44, as it may be amended.
- b) The Contractor acknowledges that the Systems and associated services are important to the function of State government and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, as it may be amended, if the work under the Contract, any subcontract, or amendment to either, is transferred back to the State or to another contractor at any time for any reason, then the Contractor shall cooperate fully with the State, and do and Perform all acts and things that DAS deems to be necessary or appropriate, to ensure continuity of state agency information system and telecommunication system facilities, equipment and services so that there is no disruption or interruption in Performance as required or permitted in the Contract. The Contractor shall not enter into any subcontract for any part of the Performance under the Contract without approval of such subcontract by DAS, as required by Conn. Gen. Stat. §4d-32, as it may be amended, and without such subcontract including a provision that obligates the subcontractor to comply fully with Conn. Gen. Stat. §4d-44, as it may be amended, as if the subcontractor were in fact the Contractor. The Contractor shall make a full and complete disclosure of and delivery to DAS or its representatives of all Records and "Public Records," as that term is defined in Conn. Gen. Stat. §4d-33, as it may be amended, in whatever form they exist or are stored and maintained and wherever located, directly or indirectly concerning the Contract.
- c) The parties shall follow the below applicable and respective procedures in order to ensure the orderly transfer to the State the following:
  - 1. facilities and equipment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to DAS, F.O.B. Hartford, Connecticut or other State location which DAS identifies, all facilities and equipment related to or arising out of the Contract, subcontract or amendment, no later than 10 days from the date that the work under the Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver the facilities and equipment to DAS, during DAS's business hours, in good working order and in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all related operation manuals and other documentation in whatever form they exist and a list of all related passwords and security codes;
  - 2. software Deliverables created or modified pursuant to the Contract, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to DAS, F.O.B. Hartford, Connecticut or other location which DAS identifies, all Deliverables, no later than 10 days from the date that the work under the SOW or Contract is transferred back to the State or to another

contractor for any reason. The Contractor shall deliver such Deliverables to DAS, during DAS's business hours, in good working order, and if equipment shall be delivered, in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all Deliverable-related operation manuals and other documentation in whatever form they exist, if delivery of such manuals and documentation is required by this Contract or the SOW for such Deliverable, and a list of all Deliverable passwords and security codes; and

3. Public Records, as defined in Conn. Gen. Stat. §4d-33, as it may be amended, which the Contractor or Contractor Parties possess or create pursuant to the Contract, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to DAS, F.O.B. Hartford, Connecticut or other State location which DAS identifies, all Public Records created or modified pursuant to the Contract, Statement of Work, subcontract or amendment and requested in writing by DAS (provided that Contractor may redact confidential information of Contractor, its personnel or third parties to the extent permitted by applicable law) no later than the latter of (1) the time specified in the section in this Contract concerning Termination for the return of Public Records and (2) 10 days from the date that the work under the Contract or Statement of Work is transferred back to the State or to another contractor for any reason. The Contractor shall deliver to DAS those Public Records in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or TXT. The Contractor shall deliver to DAS, during DAS's business hours, those Public Records and a list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage.

d) If the Contractor employs former State employees, the Contractor shall facilitate the exercising of any reemployment rights that such State employees may have with the State, including, but not limited to, affording them all reasonable opportunities during the workday to interview for State jobs. The Contractor shall include language similar to this section in all of its contracts with its subcontractors and applicable Contractor Parties so that they are similarly obligated.

#### **41. TANGIBLE PERSONAL PROPERTY**

a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

1. For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
2. A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
3. The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;



4. The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
5. Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in Section 12-1 of the general statutes, that controls is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

## **42. INDEMNIFICATION**

a) The Contractor shall indemnify and defend the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract for the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or non-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient commercial general liability insurance to

satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to DAS and, if requested, the Department prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to DAS. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent.

f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

#### **43. SOVEREIGN IMMUNITY**

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

#### **44. SUMMARY OF STATE ETHICS LAWS**

Pursuant to the requirements of Section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to Section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

#### **45. AUDIT AND INSPECTION OF PLANTS, PLACES OF BUSINESS AND RECORDS.**

a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

d) All audits and inspections shall be at the State's expense.

e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

- f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- g) The Contractor shall incorporate this entire section verbatim into any contract or other agreement that it enters into with any Contractor Party.

#### **46. CAMPAIGN CONTRIBUTION RESTRICTION**

For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit 1.

#### **47. EXECUTIVE ORDERS**

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. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 19 of Governor M. Jodi Rell, promulgated June 19, 2008 concerning use of System Development, in accordance with their respective terms and conditions, and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Orders 14, 19, and 49 are applicable, it is deemed to be incorporated into and is made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.

#### **48. NONDISCRIMINATION**

a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;

- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

b) (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 affirmative 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 the 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; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, 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 Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-

56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

g) (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 the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Contract 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 Connecticut General Statutes § 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 Connecticut General Statutes § 46a-56.

h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or

is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

**49. RESERVED**

**50. OWNERSHIP OF DATA**

Any and all data hosted by Contractor on behalf of the State of Connecticut will remain the sole property of the State and the State shall retain any and all ownership of such data. It is further understood that at no time will Contractor have ownership of any data held within the system.

**51. TERMS AND CONDITIONS**

Any and all Purchase Orders, Product Schedule Updates, Statement of Works or other documents authorized in connection with this Contract shall be subject to the terms and conditions of this Contract. Any terms or conditions contained in any such Purchase Order, Product Schedule Update, Statement of Work or other document shall have no force or effect and shall in no way affect, change or modify any of the terms and conditions of this Contract.

**52. WORKERS' COMPENSATION**

The Contractor shall maintain Worker's Compensation and Employer's Liability insurance in compliance with the laws of the state of Connecticut, which coverage shall include Employer's Liability coverage with minimum limits of \$100,000 for each accident, \$500,000 for disease, and \$100,000 for each employee, per policy period.

**53. ENTIRETY OF CONTRACT**

This Contract includes the SIGNATURE PAGE OF CONTRACT. To the extent the provisions of any exhibits or attachment referenced in the Contract do not contradict the provisions of Sections 1-53 of this Contract, said documents, exhibits and/or attachments are incorporated herein by reference and made a part hereof as though fully set forth herein. This Contract, as thus constituted, contains the complete and exclusive statement of the terms and conditions agreed to by the parties hereto and shall not be altered, amended, or modified except in writing executed by an authorized representative of each party.

**THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY**

**SIGNATURE PAGE OF CONTRACT**

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

Mutualink, Inc.

STATE OF CONNECTICUT,

BY: 

BY: 

NAME: Mark Hatten

NAME: CAROL S. WILSON

TITLE: CEO

TITLE: DAS PROC. DIRECTOR

Duly Authorized

Department of Administrative Services

Duly Authorized

DATE: Jan 5, 2016

DATE: 1/8/16

APPROVED AS TO FORM:

OFFICE OF THE ATTORNEY GENERAL

BY: 

JOSEPH RUBIN

Robert W. Clark

Asst ASSOCIATE ATTORNEY GENERAL

DATE: 1/12/16



## Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

### DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

### PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties**—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

### CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."





## DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

## EXHIBIT 2

### Deliverables Document

At the request of a Department, the Contractor shall, in accordance with the terms and conditions of this Contract, develop and implement for the Department the System, which will be an interoperability solution capable of connecting, at the site specified by the Department, the building systems, surveillance systems, security systems and other vital systems identified by the Department, and providing the Department remote access and control of the connected systems utilizing the Licensed Software, Goods and Services available under this Contract. The Contractor and the Department shall follow the process and requirements set forth below.

#### A. Obtaining Deliverables and Services

The ordering Department and the Contractor shall employ the following procedures prior to issuing a Purchase Order under the Contract:

- 1). **Site Survey.** Contractor, upon a Department's request, shall undertake a site survey of the Department's specified Site(s) and shall identify the following (the "Survey"):
  - I. The two-way communication systems in use, such as radio and telephone systems at the site
  - II. The video monitoring systems, if any, deployed at the site
  - III. The available broadband connectivity at the site
  - IV. The access control and alarm systems at the site;
  - V. The video surveillance and monitoring system at the site;
  - VI. Any other Systems to be included in the resulting SOW.
- 2.) **Proposed Plan.** Contractor, after consulting with the Department's Project Administrator and any other key representatives identified by the Department, shall develop a proposed System implementation diagram and plan which must contain the following (the "Proposed Plan"):
  - i. **A General Project Description.** Details the overall desired scope of the System which shall include the multimedia interoperability system of Contractor, the existing systems to be integrated into the System, and, as desired by the Department, any requested improvements, replacements, upgrades, new capabilities and interfaces required for access control, video management and surveillance, alarms and monitoring;
  - ii. **Equipment Locations.** Specifies the physical location on the Site at which Contractor proposes to install equipment and any necessary ethernet and power connectivity access which may be required, and the means of installation;
  - iii. **Equipment List.** Describes the proposed equipment for each Site. This list will include equipment and components required;
  - iv. **Proposed Installation Schedule.** A proposed installation date shall be proposed based on Department availability, any pre-installation requirements and Site access availability. The proposed installation schedule will identify key dates and milestones for installation and performance of UAT, and specify the person(s) responsible for performing actions and achieving completion dates;
  - v. **System Interface Work.** Identify any system interface connection work which may be required.
  - vi. **Software and Number of Seats.** Identify the number of interoperable workstations, clients and user sizing based on input from the Department, and any other additional supplemental software and seats required for access control management, video management, and alarm management;

- vii. **Broadband Access.** The means of broadband connectivity that the Department desires to use, either existing or to be provided by the Department;
- viii. **Panic Buttons.** Identify any hard and soft panic button requirements based on Department input and desired locations;
- ix. **Supplemental Capabilities.** Identify supplemental capabilities required by the Department relating to Systems functions, additional or replacement camera installations and positions, video management and monitoring system functions, additional or enhanced access control equipment, additional alarm and sensor alarms, monitoring and automated lock-down;
- x. **External Alarm and Video Monitoring Service.** The level, if any, of third party video and alarm monitoring and alarm verification services desired by the Department;
- xi. **Pre-install Requirements/Department Responsible Items.** Identify the necessary work, systems, equipment, services, local area network and wide area network configurations, security permissions and other infrastructure which may be required for the Contractor to commence and complete integration and installation work on the Site;
- xii. **Resiliency.** Recommend resiliency and redundancy options, such as but not limited to, back-up broadband connectivity, emergency power back-up, alternate site operation capability, portable go-kit capability, in-premises wireless LAN improvements;
- xiii. **User Training.** Propose a plan for user training. At a minimum, Contractor must provide user training of one (1) session not less than four (4) hours in length, conducted at the Site or a mutually agreed upon location within the State, and provide training on all facets of the System, including but not limited to installation, conversion, maintenance, operation and user manuals. The Proposed Plan will include an option for the Department to request an annual training exercise or drill for the Department's users. The training exercise or drill must be a minimum of one (1) session not less than four (4) hours in length to be conducted at the Site or a mutually agreed upon location within the State; and
- xiv. **Recommendations.** Identify any other recommendations the Contractor considers advisable for the Department's proposed System. Contractor's recommendations are not to be deemed definitive recommendations, exhaustive or complete and the Department in may adopt or disregard any such recommendations in its sole discretion.

- 3.) **Approved Plan for Quotation and SOW.** The Proposed Plan shall be prepared and delivered by Contractor to the Department for review within 30 days of the Department's request for a Proposed Plan, unless extended by the Department. Contractor and Department shall work collaboratively to modify and finalize a final approved plan acceptable to the Department (an "Approved Plan"). The Approved Plan will be a non-binding document used solely for generating a price quotation, payment schedule and the basis for developing the associated SOW. Once the price quotation, payment schedule and SOW are deemed acceptable, the Department will issue a Purchase Order for the Deliverables and Services in the associated SOW.

## **B. User Acceptance Test Plan**

The Department and Contractor shall follow the following process for User Acceptance Testing ("UAT"):

1. **UAT Request.** Upon receipt of a request for UAT from Contractor (provided that the timing of the UAT must occur pursuant to the parameters set forth in the Approved Plan unless otherwise agreed by the parties), the Department shall schedule UAT of the System's functional operation in the presence of a qualified Contractor representative who shall exercise the functions of the System. As used below, "External Department" refers to an agency that has a distinct network identify on the interoperable network established by the Contractor as a part of the System (the "Interoperable Network") other than the testing Department. UAT of the System must at a minimum include, reflect or confirm successful operation of the following:

- (i) Inbound Incident Invitation Request from an External Department on the Interoperable Network. An Inbound Incident Invitation Request is a visual and audio request sent by an External Department inviting the subject agency to join an “incident”, where “incident” is defined as a distinct encrypted multimedia collaboration session comprised of an inviting agency and invited agencies that have accepted the inviting agency’s invitation to join the session.
- (ii) Outbound Incident Invitation Request to an External Department on the Interoperable Network. An Outbound Incident Invitation Request is a distinct multimedia collaboration session initiated by the subject agency wherein one or more External Departments are invited by the initiating agency to join the collaboration session and electronically signify acceptance and are joined into the session.
- (iii) Dispatch to dispatch audible voice transmit and receive functions with audible quality tested by message received and message repeated test verification.
- (iv) Dispatch workstation receipt of video from an External Department and viewing of the video and audible description and confirmation of content being viewed
- (v) Dispatch workstation sending of video (if available) to an External Department with verbal confirmation of the video content by the recipient.
- (vi) Send and receive text functions between the Department and External Department.
- (vii) Send and receive file and view function between the Department and an External Department.
- (viii) Panic button push and auto-incident creation for each panic button installed
- (ix) If an existing alarm or access control system is to be integrated, auto-incident creation upon an alarm generated from a message event generated by the alarm system or access control system.
- (x) If additional video cameras are to be installed, verification that additional video cameras are working, content is recorded if record and storage functions exist in an existing video management system and that the video views are viewable from an existing video management system workstation.
- (xi) If a third party monitoring service with the System is used, that the third party monitoring system is tested for an External Department with same functional two-way voice, video receive, file receive and text capabilities described above, and if integrated into a monitored alarm or access system, that the System automatically invites the monitoring service to join the incident.
- (xii) If a new video management and surveillance system is installed or implemented, that the following functions of such system are tested:
  - a. Video recording and retrieval functions;
  - b. Each camera that is deployed is sending video, and for cameras with PTZ functions, that pan, tilt and zoom functions are tested from a remote control user interface;
  - c. Each camera location is properly verified against a floor plan, if a floor plan is available
  - d. Access control logs are properly recording access, read and write events;
  - e. User video view access for all authorized deployed cameras may be called and viewed by an operator.
- (xiii) In the case of any regulated voltage wiring or installation or physical integration with fire panel components, that necessary permits and final inspection approvals have been obtained.
- (xiv) Test any and all equipment and functionality described in the SOW.

Upon the Department observing and verifying the UAT, the Department’s Project Administrator shall sign a UAT acceptance form stating that all criterion are satisfied (“UAT Acceptance Form”) or, if one or more functions are shown to be deficient, Contractor shall create a deficiency report to be signed by the Project Administrator (“UAT

Deficiency Report"). If there is a UAT Deficiency Report, Contractor shall promptly correct such deficiencies in accordance with the Contract. Upon the Contractor correcting such deficiencies it shall notify the Project Administrator in writing and request a re-test of the deficient functions following the procedure above. The Project Administrator shall re-test the functions deemed deficient, not later than ten (10) business days after the request is made. If deemed cured, the Project Administrator shall then sign a UAT Acceptance Form. If not deemed cured, Contractor shall once again create a UAT Deficiency Report, and the above described process will be completed until the deficient functions are deemed cured.

Alternatively, the Department may, if agreed in writing with the Contractor in the SOW, establish a phased UAT process where phases of the System to be implemented under the applicable SOW are to be implemented and tested for Acceptance.

**2. UAT Acceptance – User Training.** The final phase of UAT will be user training in accordance with the applicable SOW. Contractor shall conduct the user training in accordance with the requirements set forth in the Approved Plan and not more than ten (10) days after the Project Administrator signs the UAT Acceptance Form, unless otherwise agreed by the parties. Upon completion of the user training to the satisfaction of the Department, the System shall be deemed fully Accepted. Contractor shall also provide detailed documentations of the System along with technical drawing and work flow diagrams. The Contractor shall provide an electronic copy of all training materials in an electronic, magnetic or other intangible form in a readable non-proprietary format, such as ASCII or .TXT.

**D. Post UAT Acceptance – Periodic Roll-Call Exercises.** After Acceptance, Contractor shall periodically invite Department into a brief "roll-call" exercise testing interoperable functions. The roll-call is an interoperable session initiated by Contractor's support center where the Department is invited along with a group of other available agencies into a multi-agency interoperable communications and media sharing session where basic System functions are tested by participants to validate functions are fully operable and reinforce basic user training. This shall occur not less frequently than monthly for three (3) months. Thereafter, Department may initiate exercise incidents as frequently as once per month through Contractor's online roll call point of presence at a time mutually agreed upon and at no charge as part of the services included in the Network Access and Software Maintenance Fees.

## EXHIBIT 4

### SERVICE LEVEL AGREEMENT

#### Emergency Hardware Maintenance

If the Department purchases hardware maintenance and support services, Contractor shall perform such Services upon receipt of notification via telephone or email notification from the Department to Contractor's maintenance support center that the equipment Deliverable or the System is inoperable or unsuitable for operation. The Contractor's maintenance center will be responsible for ensuring that Service for each request is provided in accordance with the following service types:

- A. Priority Emergency Service - A "Priority Emergency" is a situation involving a "major loss" of System service, as more particularly described in Table 1.
- B. Emergency Service - An "Emergency" is a situation involving loss of some System function or capacity without jeopardizing critical operations or transitions to standby systems, as more particularly described in Table 1.
- C. Non-Emergency Service - A "Non-Emergency" is a situation involving a System failure that does not rise to the level of an Emergency Service need, as more particularly described in Table 1.

Contractor shall respond to calls for maintenance and repair within the times set forth below. The "Required Call Back Time" refers to the time after the Department places the call to the below specified maintenance telephone number or an email notification is sent to the address specified below which is conformed delivered. Within the times given in Table 1, the Contractor's maintenance representative must contact the Department to find out the details of the situation. The "Required Restoration Time" refers to the time after the Contractor's maintenance representative contacts the Department and finds out the details of the situation. The Contractor's maintenance personnel must complete the restoration of the System within the Required Restoration Times given in Table 1.

At the discretion of the Department, the Contractor and the Department may in the applicable SOW establish severity levels, Required Call Back Time and Required Restoration Time standards that differ from the ones in Tables 1 for the System, portions the System or equipment.

The Required Restoration Time requirements in Table 1 apply only to Contractor furnished equipment and not Department or third party furnished equipment, network, power or communications services.

**Table 1**

Service Types	Failure Severity	Required Call Back Time	Required Restoration Time
Priority Emergency (fixed site)	Failure that results in the Material Impairment of Central Control Functionality or failure of 25% or greater of Resources connected to the	One Hour.	4 Hours, except Fairfield County where up to additional 2 hours shall apply for transportation congestion between 7AM-9:30AM and

	Central Control		4:30PM to 6:30 PM on Weekdays
Emergency (fixed site)	Failure that does not Materially Impair Central Control Functionality or failure of less than 25% of Resources connected to the Central Control.	Within same day if notified before noon, next day if notified after noon.	Repair within next day after call back.
Emergency (vehicle installed)	Failure of Vehicle Switching Unit.	Within same business day if notified before noon, next business day if notified on weekend, holiday, or after noon on business day.	Exchange for spare within next business day after call back.
Non-Emergency (fixed site, vehicle installed, and portable/field deployable)	Depot repair of units, accessories, and parts	Department to ship or arrange pickup/drop-off with Contractor representative, pursuant to the Contractor's written return policy, which Contractor shall provide to the Department.	Six business days after shipping from Department or drop off with Contractor specified representative.

For purposes of the foregoing Table, the following shall apply:

**“Depot”** means an in-state Contractor receiving facility where defective or inoperable equipment is processed and repair or replaced under applicable hardware warranty or fees based support Services.

**“Central Control”** means:

- (A) With respect any Department's physical facility location, one or more IWS appliances;
- (B) In the case of an Department with a Licensed Concentrator, the Licensed Concentrator; and
- (C) With respect to any Department where there are IWS appliances and a Licensed Concentrator, both.

**“Central Control Functionality”** means the ability to (1) initiate or accept interoperable incident session invitations subject to partner network presence, (2) the ability to conduct audible voice dispatch communications with members of an incident session, (3) the ability to send and receive text messages among members in an incident session, and (4) add or remove functioning NICs under control during an incident session.

**“Material Impairment”** of Central Control means (i) for any Department where 6 or more stations or Slots have been deployed, the loss of 50% or more of the IWS stations, licensed Edge Slots or remotely available Edge Slots delivered via Cloud Concentration services in respect of that Department, and (ii) for a Department where less than 6 stations or Slots have been deployed, there exists no IWS or Slot capable of performing at least the functions set forth in (1), (2), (3) and (4) listed under Central Control Functionality.

**“Vehicle Switching Unit”** means a dedicated routing and switching device which interconnects local NICs.

**“25% or greater of Resources”** means the failure of 25% or more of NIC devices’ ports which are under a Department's control via IWS's, Licensed Concentrators or Cloud Concentration Services.

**Contacting Contractor Maintenance Center:**

Toll Free: 866-927-5465

Email: [support@mutualink.net](mailto:support@mutualink.net)



Exhibit 5

MASTER SOFTWARE LICENSE, HARDWARE  
&  
SERVICES TERMS

These Master Software License, Hardware and Services Terms are part of and incorporated into the **INFORMATION PROCESSING SYSTEMS CONTRACT #14PSX0178** (the "**Contract**") made by and between THE STATE OF CONNECTICUT acting by its DEPARTMENT OF ADMINISTRATIVE SERVICES, and in each instance of an agency, department, authority, school or school district, or other political subdivision of the State of Connecticut (referred to herein as "you", "your", "yours") and Contractor (the "Company" or "we" or "us" or "Mutualink").

**About:**

The Mutualink Edge™ Software consists of executable software designed to be installed and used with client computing devices ("**Client Software**") in concert with either (a) multimedia concentrator software installed and operated on servers maintained by you ("**Agency Concentration Software**") or (b) a Company furnished application service accessed via a broadband Internet connection to a Company hosted instance of multimedia concentrator software operating on servers maintained by the Company ("**Cloud Concentration Services**"), which in turn provides access to the Mutualink peer based ad hoc interoperability network known as "IRAPP" (the "**Interoperability Network**").

The Interoperability Network consists of, among other things: (i) one or more peer network interface devices (the "**Peer NIDs**"), and (ii) digital communications connectivity, routing and/or monitoring services and functions that enable the sharing, transmission or receipt of information by and among any two or more user end-points, concentrator points and/or dedicated end-user devices connected to the interoperable network, and network quality health and monitoring services, dynamic software update services, and expanded peer network directory administration services (collectively, the "**Interop Network Access Services**"). Through interoperable workstation ("**IWS**") functionality available on certain versions of Edge Client Software or via a Mutualink dedicated hardware appliance, Mutualink network interface controllers ("**NICs**") that interface to specific media sources (such as radio, telephone and video systems) are controlled.

**Additional Defined Terms:** In addition to the terms defined above, for purposes of this Agreement, the following terms have the meanings associated with them.

“Authorized Hardware” means computing devices upon which Mutualink Software is authorized and intended to operate and which utilize a specified version of an operating system and system configurations.

“Authorized Mobile Hardware” means third party mobile and computing devices upon which the Client Software or Agency Concentration Software operates utilizing the specified version of operating system.

“Dedicated Appliance Hardware” means Mutualink manufactured computing appliances upon which Dedicated Appliance Software is installed and operated.

“Dedicated Appliance Software” means Mutualink proprietary software installed and operated on authorized Dedicated Appliance Hardware. Dedicated Appliance Software is included in the definition of Licensed Software.

“Edge Client” means each instance of authorized Edge Client Software that is running and logged into a Licensed Concentrator and utilizing a Slot.

“Edge Client Limit” means the number of Edge Clients being equal to the maximum number of Slots.

“Edge Client Software” means Mobile Edge Software and/or PC Edge Client Software. Edge Client Software is included in the definition of Licensed Software.

“Edge Software” means the Edge Client Software, the Agency Concentration Software and any other downloadable software application of the Company which is intended to be installed and operated on Authorized Hardware that access services or application data through Agency Concentration Software operated on a server.

“Licensed Concentrator” means either the Agency Concentration Software as licensed for use with a designated number of Slots, or the Cloud Concentration Services subscribed for with a maximum number of Slots.

“License and Service Subscription Period” means the license and applicable service period specified for the Purchase Order in respect of identified Software, as renewed and extended, or such shorter period of time as a result of termination.

“Mobile Edge Client” means a Mutualink software application designed to be installed and operated on a particular mobile computing client device with a particular version of mobile operating system such as Apple iOS™ or Android™.

“Order” means the products, goods and services that are specified as being subject to purchase or subscription in a Purchase Order accepted by Mutualink.

“Sale Quotation” means a written sales quotation issued by the Company to you which is referenced in or forms the basis for a Purchase Order issued by you and accepted by the Company.

“Purchase Order” means any purchase authorization document, requisition form, task order, or other order document or request (written or electronic) initiated, issued or created by you and furnished to the Company regarding the intended purchase of, or authorization to purchase, subscribe to or license any Company products, goods or services.

“PC Edge Client Software” means a compiled instance of a Mutualink Edge Software application designed to be installed and operated on personal computing device with a particular version of operating system such as Microsoft Windows 8™.

“Slots” means the maximum number of concurrent instances of Edge Clients permitted to be connected to the Licensed Concentrator.

"Service(s)" means the Interop Network Access Service, the Cloud Concentration Service, Software Maintenance Services, the installation, configuration and set-up services, training services, and any other services rendered by the Company.

"Service Subscription Period" means the period of service subscribed for in the Order for the indicated Service, as renewed from time to time.

"Software Maintenance Service" means the software updates, fixes and modifications furnished by the Company, and which may be provided independently or bundled as part of the Interop Network Access Service.

**1. HARDWARE, SOFTWARE AND SERVICE ORDERS.** You understand that you are licensing (and not buying) Software. You agree to purchase and pay for the Mutualink Appliance Hardware and other equipment and accessories specified in the Order ("Equipment") together with all related installation, set-up and configuration services rendered at the prices and rates stated therein, and to pay for the Company's Services to which you are subscribed as specified in the referenced Purchase Order.

## **2. RECURRNT SERVICES**

(a) **Hardware.** The Purchase of Mutualink Dedicated Hardware requires the purchase of Interop Network Access Services and/or Software Maintenance Services in order to interoperate and collaborate with other parties.

(b) **Edge Software and Interop Network and Related Services.** The Commencement Date shall be used to establish the beginning of the License and Services Subscription Agreement. The date of UAT acceptance will be the Commencement Date. If additional Software, Slots or Services are purchased under another Order or the initial Order is renewed, extended or changed ("Subsequent Orders"), such additional Software, Slots or Services shall have a Commencement Date which corresponds with the Subsequent Order.

3. **MASTER SOFTWARE LICENSE.** Subject your payment, when due, of all license fees, Interop Network Access Services, and Cloud Concentration Services fees and any other amounts due to the Company (collectively, "Fees") and your faithful performance of and compliance with the terms and conditions of this license, the Company grants to you, to the extent so purchased or subscribed under the Purchase Order(s), and you accept, a limited, non-exclusive, non-transferable license (the "License"), to (i) operate the compiled executable version of the Agency Concentration Software with the number of maximum Slots specified in the Purchase Order in conjunction with authorized instances of Client Software, and (ii) to download and install compiled, executable versions of the Client Software for use by your authorized end-users and to operate and use the same for your internal business or governmental use up to the Edge Client Limit at any one time, for a period commensurate with the License and Service Subscription Period specified above, unless sooner terminated in accordance with the Contract, and (iii) to operate the Dedicated Appliance Software as installed on specified Mutualink Appliance Hardware for your internal business or governmental use.

**IMPORTANT NOTICE: YOU UNDERSTAND AND AGREE THAT WHILE YOU MAY DOWNLOAD AND INSTALL AN UNLIMITED NUMBER OF INSTANCES OF CLIENT SOFTWARE ON DEVICES THAT YOU OR YOUR AUTHORIZED END-USERS OWN OR CONTROL, THE ABILITY TO USE THE CLIENT SOFTWARE FOR COMMUNICATIONS PURPOSES IS LIMITED TO THE NUMBER OF AVAILABLE SLOTS NOT IN CONCURRENT USE. USERS MAY EXPERIENCE A DENIAL OF SERVICE DUE TO OVER SUBSCRIPTION IF THERE ARE NOT SUFFICIENT AVAILABLE LICENSED SLOTS. YOU ACCEPT THAT RISK AND YOU ARE ADVISED THAT YOU SHOULD LICENSE SLOTS EQUAL TO THE NUMBER OF SOFTWARE CLIENT USERS TO AVOID SERVICE DENIAL, ESPECIALLY IN THE CASE WHERE USE IS INTENDED FOR EMERGENCY COMMUNICATIONS PURPOSES.**

THE SOFTWARE CONTAINS THIRD PARTY SOFTWARE COMPONENTS AND APPLICATIONS INCLUDING OPEN SOURCE SOFTWARE, WHICH MAY OPERATE EITHER IN CONJUNCTION OR BE INTEGRATED WITH THE COMPANY'S SOFTWARE. **The Company warrants to you that it has the necessary rights to licenses such software to you in the manner in which is delivered for use in conjunction with Mutualink Software without additional cost to you for so long as you adhere to the terms of this License.** You recognize that title and intellectual property rights in and to such third party software and any content displayed by or accessed through the Software furnished by the Company

belongs to the respective owner, and is subject to terms of use of the owning third party. You are advised to take notice of all third party notices displayed in the Software or contained and accessible through readme type text files. These notices and readme files may refer to external websites or other resources which contain conditions of licensing and by using the third party software you are agreeing to comply with such license terms. Except as specifically provided in this Agreement or as otherwise more broadly permitted under third party licenses, you have no other rights conferred by this license other than the rights to use the included third party software in conjunction with the Licensed Software as specified by this Agreement.

**4. RESERVATION OF RIGHTS AND OWNERSHIP.** The Company reserves all rights not expressly granted to you under this Agreement. The Software is protected by copyright and other intellectual property laws and treaties. The Software is licensed, not sold, even if it is pre-loaded or installed, or embedded in Dedicated Appliance or other Authorized Hardware.

**5. LIMITATIONS ON REVERSE ENGINEERING, DECOMPIATION, AND DISASSEMBLY.** You may not, nor allow or assist others to, modify, alter, reverse engineer, decompile, emulate or disassemble the Software or otherwise attempt to derive the source code of the Software.

**6. NO RENTAL/COMMERCIAL HOSTING.** You may not rent, lease, lend, sell, resell, partition, sublicense, transfer (including indirect transfers), assign or otherwise transfer for value the Software or provide commercial hosting services with the Software or any of the Services. Any such sale, assignment or other form of conveyance of title, right or use is prohibited. Notwithstanding the foregoing, if you are a governmental entity, you may use Edge Software and make interoperability services available to any other governmental end-user within your political subdivision (e.g., if you are county, you may permit authorized end-users from other county departments and city agencies within the county), provided the Company shall only be obligated to you and no other person or agency may make a claim by or through you.

**7. CONSENT TO USE OF DATA.** You agree that Company may collect and use non-personal identifying information gathered as part of the product support services provided to you, if any, related to the Software. The Company may use this information solely to improve its products or to provide customized services or technologies, and to monitor the quality and any disruptions in the interoperable network. Except as required by law or as otherwise permitted by you in writing, the Company agrees that

it shall not use, access or disclose any personally identifying information (PII) of any end-user for any purpose other than for verification of user identity, access security and enforcement. The Company further agrees that it shall not, except pursuant to a lawful court order or governmental subpoena, eavesdrop upon, wiretap, or surveil, or attempt to eavesdrop upon, wiretap or surveil, the content of any communications or data transmitted by end-users for any purpose. The Company shall give notice to DAS if of the receipt of any such court order or subpoena.

**8. SOFTWARE UPGRADES.** This Agreement applies to updates, supplements, add-on components, or modifications of the Software that Company may provide or make available to you after the date you obtain your initial Software and provided that you are not in default hereunder, unless Company provides other terms along with the update, supplement, add-on component, or modification.

**9. GOVERNMENTAL RIGHTS AND USERS.** United States Government users of the Software and any contractor thereof are licensed only under the terms of this License, which is our standard licensing agreement for commercial end use. The Mutualink Software and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

**10. INTEROP NETWORK & CLOUD CONCENTRATION SERVICES/SERVICE LEVEL GUARANTEE.** Your use of the Software is limited to use in conjunction with the Company's Interoperability Network (unless otherwise specifically authorized to operate on a designated private network by the Company in writing) and is conditioned upon your subscribing to and paying for Interop Network Access Services. The Company shall make available to Edge Clients, and Edge Clients may access, the Interoperability Network for so long as you are current in the payment of your Fees.

You understand that broadband internet access is required for Edge Clients to access the Cloud Concentration Services and to access and use

the Interoperability Network. The Company is not responsible for providing broadband internet access to Edge Clients, and does not guarantee the performance, reliability or suitability of any third party broadband internet service.

If subscribed for, the Company shall provide Cloud Concentration Services to you which may be accessed via broadband internet connections from your Edge Clients. The availability of Cloud Concentration Service shall be sufficient to provide Customer with up-time application availability at the point of internet access to and from the server host at the rate of 99.995% at a minimum of 128Kbps of bandwidth per Slot (130 seconds of downtime per month) on a shared bandwidth basis, excluding planned service outages for upgrades or repairs. Mutualink shall provide you with a minimum of five business days advance notice of any planned service outage, except in cases of emergency where a repair or upgrade will avoid the risk of a more significant outage. Mutualink shall provide you with a monthly report of all server based outages and any reported bandwidth outage or diminution in bandwidth below the minimum guaranteed bandwidth availability.

11. **OMITTED.**

12. **NETWORK INTERFACE DEVICE.** If required, you consent and agree that the Company, at no cost to the Company, may install and maintain a Peer NID upon or at your premises. This device is licensed for use by you in connection with the Agency Concentrator Software during the License and Subscription Period, and shall be returned by you upon termination of the License and Subscription Period in good working order, normal wear and tear excepted. You agree to provide the Company with reasonable access to your premises for the purposes of installing, configuring, testing and repairing any Peer NIDs. Access shall be provided to the Company during your normal business hours with reasonable advance notice, and promptly in the case of emergencies.

13. **OMITTED.**

14. **OMITTED.**

15. **LIMITED WARRANTY.**

The Company warrants to you that (i) the Software will perform its intended programmed function materially free from error when operated on properly functioning and routinely updated and maintained on Authorized Hardware that meets the specified performance and operating



requirements establish by the Company, (ii) it has full title to, and/or has obtained the necessary rights from third parties for, the Software in order to license the Software to you under the terms of the license granted to you, and (iii) the Software, when used in accordance with this Agreement, does not violate or infringe upon the intellectual rights of third parties. Notwithstanding anything to the contrary above, Mutualink is not liable to you for instances where the Software does not operate, function or experiences defects due to third party hardware and equipment defects, operating system related defects or errors, incompatibilities or conflicts arising with other third party applications installed on Authorized Hardware, defects in third party software or components upon which the Software or its functions are dependent, changes or damage caused by unauthorized access, tampering or modification of Software or third party software or components. The exceptions set forth in the preceding sentence do not apply to any hardware, software, applications or operations systems provided to you by Mutualink. In case of any claim of infringement of third party intellectual rights made against you by a third party arising out of your licensed use of the Software (a "Third Party IP Claim"), the Company shall either: (1) promptly attempt to secure all necessary permissions to enable you to continue to use the Software, (2) make modifications to the Software so as to render the Software non-infringing at no cost to you, or (3) if either of the foregoing remedies can be reasonably secured, rebate you the amount of Fees paid by you for licensed use of the Software. The Company further agrees that it shall defend, indemnify and hold you harmless from and against Third Party IP Claims to the extent of any alleged infringing use by you while in compliance with the terms of the License. The foregoing remedies are the sole and exclusive remedies available to you under such circumstances, and the Company's liability and obligation to you in relation to any such matter is limited solely to such remedies.

16. **OMITTED**

17. **OMITTED.**

18. **OMITTED.**

19. **OMITTED.**

20. **EXPORT CONTROL.** The Edge Software is subject to applicable export control, anti-corruption, anti-terrorism, anti-laundering or similar laws, rules, regulations and orders of the United States, including but not limited to, all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury

Office of Foreign Assets Control ("OFAC"), Department of State, or other United States agency or authority, and cannot be exported in violation of any such restrictions, laws or regulations (including, without limitation, export or re-export to countries prohibited in the then current Supplement No. 1 to Part 770, or to embargoed persons such as Specially Designated Terrorists (SDT), Foreign Terrorist Organizations (FTO), Specially Designated Global Terrorists (SDGT), and Specially Designated Narcotics Traffickers (SDNT), as provided in Part 744 of, the U.S. Export Administration Regulations (or any successor supplement or regulations)("EAR"), or prohibited or unauthorized persons under the OFAC regulations (31 C.F.R. §500 et seq.), or barred entities or persons under International Traffic in Arms Regulations (ITAR) (22 C.F.R. §127.7). The SOFTWARE CONTAINS ENCRYPTION SOFTWARE AND THE EXPORT OF ANY SUCH ENCRYPTION SOFTWARE TO ANY DESTINATION OUTSIDE OF THE UNITED STATES IS PROHIBITED ABSENT A LICENSE OR OTHER APPLICABLE EXEMPTION UNDER PART 740 OF THE EXPORT ADMINISTRATION REGULATIONS.

21. **OMITTED.**

22. **OMITTED.**

23. **NOTICES.** All notices required to be given under this License shall, unless otherwise stated, be made in writing and sent to the other party by US Mail, postage pre-paid, return receipt requested (or by certified mail) or by a national overnight parcel carrier to your address as specified in the Purchase Order, and any such notice shall be deemed received by the addressee three (3) days after such notice was deposited with the US Postal Service, or the date actually delivered by the overnight carrier. Notices to the parties shall be sent as follows:

If to Mutualink:

**Mutualink, Inc.**

1269 South Broad Street

Wallingford, Connecticut 06103

Attention: Legal Department

If to you: At the address specified above or such other address specified in the referenced Purchase Order, Contract or the last known address as reflected in Mutualink's billing or service records.

24. **OMITTED.**

25. **OMITTED.**

26. **OMITTED.**

27. **MODIFICATIONS/ADDITIONAL SLOTS OR SERVICES.** This license shall not be modified, whether by course of conduct, waiver, failure to act, or otherwise, unless such modification or change is made in writing and executed by the Company. Any failure to act or enforce any right or provision under this License shall not operate as a waiver or estoppel against the party failing to take action in a timely manner. Notwithstanding anything to the contrary, subject to equipment and capacity limitations, you may make subsequent Purchase Orders for additional Slots on the same Licensed Concentrator or additional License Concentrators, and such additional Slots, Edge Clients and associated Services shall be subject to the terms of this Agreement with their own respective License and Service Subscription Period applying.



STATE OF CONNECTICUT  
DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION  
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY



2022

Dear School Security Partner:

I am pleased to forward, for your signature, the attached 2021 Multi-Media School Security Competitive Grant Program subgrant award. The attached award lists your entity's information, location(s) funded, total project cost, state share and local share.

Please return the signed grant award and certifications to [schoolsecuritygrant@ct.gov](mailto:schoolsecuritygrant@ct.gov) within **45 days of your award date** to indicate your intent to accept funding under this program. Failure to do so may result in de-obligation of funding.

In accordance with Conn. Gen. States 10-222m and 10-222n, each local and regional board of education shall annually submit, to the Department of Emergency Services and Public Protection, the school security and safety plan for each school under its jurisdiction. Compliance with this requirement will be confirmed prior to final reimbursement. Final payment will be withheld until a plan is submitted or the grantee can provide sufficient verification that they are actively revising or updating the plan.

Associated reporting compliance documents, including those listed below, are available electronically at <http://www.ct.gov/demhs>.

- Quarterly Self-Monitoring Report
- Reimbursement Verification Tool
- Report of the School Safety Infrastructure Council

Please feel free to contact us at [schoolsecuritygrant@ct.gov](mailto:schoolsecuritygrant@ct.gov) if you have any questions or need to make budgetary adjustments. For all correspondence, please remember to include your entity's name and the applicable grant title and award year.

The Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security is pleased to work with you to enhance the security and protection of Connecticut's schools and residents.

Sincerely,

Brenda M. Bergeron  
Deputy Commissioner  
Department of Emergency Services and Public Protection  
Division of Emergency Management and Homeland Security

Enclosures:

**1111 Country Club Road, Middletown, CT 06457**  
Phone: 860.685.8531 / Fax: 860.685.8902  
*An Affirmative Action/Equal Employment Opportunity Employer*





**STATE OF CONNECTICUT**  
**DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION**  
*DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY*



**NOTICE OF GRANT AWARD**

**Purpose:** This document is the obligating contract between the Grantor and Grantee.

**Signatory:** DESPP/DEMHS Deputy Commissioner Brenda M. Bergeron or designee.

**Authorizing Legislation:** The Department of Emergency Services and Public Protection hereby makes the following grant award in accordance with Public Act 20-1 and in accordance with the grant solicitation and the attached grant conditions or budgets if applicable.

GRANTEE INFORMATION		GRANT INFORMATION		GRANTOR INFORMATION:	
<b>Grantee:</b>	Waterbury Public Schools	<b>DEMHS Grant #:</b>	021M151A	<b>Grantor:</b>	DESPP/DEMHS
<b>Address:</b>	236 Grand Avenue Waterbury, CT 06702	<b>Funding Type:</b>	State Bond Fund	<b>Unit:</b>	Strategic Planning Comm. Preparedness
<b>FEIN:</b>	06-6001900	<b>Date of Award:</b>	April 28, 2022	<b>Address:</b>	1111 Country Club Rd. Middletown, CT 06457
<b>POC:</b>	Daniel Barry	<b>Start Date:</b>	1/1/13	<b>Prgrm Mgr:</b>	
		<b>End Date:</b>	9/30/23	<b>Email:</b>	<a href="mailto:Schoolsecuritygrant@ct.gov">Schoolsecuritygrant@ct.gov</a>

**FUNDING BREAKDOWN (Summary of Attached Budget)**

<b>Total Budget:</b>	\$	889,812.00	<b>State Match:</b>	\$	0.00
<b>Total State Funding:</b>	\$	709,545.36	<b>Grantee Match:</b>	\$	180,266.64
<b>Total Federal Funding:</b>	\$	0.00	<b>Reimb %:</b>	%	79.79

**SUMMARY DESCRIPTION OF FUNDING**

Through this accord, the **Waterbury Public Schools** shall use grant funding in the amount of **\$709,545.36** the **2021 Public Multi-Media School Security Competitive Grant Program** for approved costs related to multi-media school security infrastructure improvement. The purpose of this grant is to better protect Connecticut's students, teachers, faculty members and administrators from possible threats and hazards.

**AUTHORIZATION OF AGREEMENT**

**For the Grantee:**

My signature below, for, and on behalf of the above-named grantee, indicates acceptance of the above referenced award and further certifies that I have the authority to execute this agreement on behalf of the grantee. Additionally, the grantee acknowledges that they have read, understood, and will comply with the attached budgets as well as all special and general Grant Conditions contained within this grant award package on the following pages.

By: \_\_\_\_\_ (Date) \_\_\_\_\_  
(Signature of Authorized Signatory)  
\_\_\_\_\_  
(Typed Name of Authorized Official)

**The Department of Emergency Services and Public Protection:**

By: \_\_\_\_\_ (Date) \_\_\_\_\_  
(Signature of Authorized Officials)  
DEPUTY COMMISSIONER, Brenda M. Bergeron  
(Typed Name of Authorized Official)

**CORE CT INFORMATION (FOR DESPP OFFICE USE)**

Core Contract #:		PO #:		Date Received:					
Amount	Fund	Dept.	SID	Program	Account	CH 1	CH 2	Bud Ref	Proj.
\$709,545.36	12052	DPS32160	43546	24003	55070	190103		2021	DPS_Nonproject



**STATE OF CONNECTICUT  
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION  
DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY**



**General Conditions**

The attached budgets are approved for funding under the Multi- Media School Security Competitive Grant Program.

- B1. In accordance with guidelines set forth by the School Security Competitive Grant Program Working Group (Authorized by Public Act 13-3 and subsequent amendments including Public Act 20-1), funding may be transferred between line items however new line items cannot be created. Any budget changes require written notification and pre-approval by the designated DESPP Program Manager.
- B2. Funding transfers between schools are permitted on a case by case basis and require pre-approval by your designated program manager.
- B3. Revision of the entire Notice of Grant Award document is required solely for changes in the total project amount and the period of performance. This page initialed will suffice for shifts between schools and line items.
- B4. The grantee should consult the most recent version of the SSCGP Reimbursement Manual for more specific reimbursement related information.
- B5. Prior to submitting the first reimbursement request 25% total dollar amount must be spent, subsequent reimbursements can occur at 25% or greater increments of funding. The grantee may submit up to four requests in total.

Please initial here to indicate that you have read and understand these conditions \_\_\_\_\_







**STATE OF CONNECTICUT**  
**DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION**  
**DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY**



School	Sum of Total Project	Sum of State Share	Sum of Local Match
International School	\$28,686.00	\$22,888.56	\$5,797.44
Walsh Elementary School	\$28,686.00	\$22,888.56	\$5,797.44
Bucks Hill Elementary School	\$28,686.00	\$22,888.56	\$5,797.44
Bunker Hill Elementary School	\$28,868.00	\$22,888.56	\$5,979.44
Enlightenment School	\$28,868.00	\$22,888.56	\$5,979.44
John F. Kennedy High School	\$28,686.00	\$22,888.56	\$5,797.44
Generali Elementary School	\$28,686.00	\$22,888.56	\$5,797.44
Washington Elementary School	\$28,686.00	\$22,888.56	\$5,797.44
Reed Elementary School	\$28,686.00	\$22,888.56	\$5,797.44
Rotella Interdistrict Magnet School	\$28,686.00	\$22,888.56	\$5,797.44
Driggs Elementary School	\$28,686.00	\$22,888.56	\$5,797.44
Maloney Interdistrict Magnet School	\$28,686.00	\$22,888.56	\$5,797.44
Regan Elementary School	\$28,686.00	\$22,888.56	\$5,797.44
F.J. Kingsbury Elementary School	\$28,686.00	\$22,888.56	\$5,797.44
Waterbury Career Academy High School	\$28,686.00	\$22,888.56	\$5,797.44
Michael F. Wallace Middle School	\$28,686.00	\$22,888.56	\$5,797.44
Gilmartin Elementary School	\$28,686.00	\$22,888.56	\$5,797.44
Woodrow Wilson Elementary School	\$28,868.00	\$22,888.56	\$5,979.44
H.S. Chase Elementary School	\$28,686.00	\$22,888.56	\$5,797.44
Wilby High School	\$28,686.00	\$22,888.56	\$5,797.44
Sprague Elementary School	\$28,686.00	\$22,888.56	\$5,797.44
West Side Middle School-Waterbury	\$28,686.00	\$22,888.56	\$5,797.44
Duggan Elementary School	\$28,686.00	\$22,888.56	\$5,797.44
State Street School	\$28,686.00	\$22,888.56	\$5,797.44
B. W. Tinker Elementary School	\$28,686.00	\$22,888.56	\$5,797.44
Wendell L. Cross Elementary School	\$28,686.00	\$22,888.56	\$5,797.44
Crosby High School	\$28,686.00	\$22,888.56	\$5,797.44
North End Middle School	\$28,686.00	\$22,888.56	\$5,797.44
Waterbury Arts Magnet School	\$28,686.00	\$22,888.56	\$5,797.44
Carrington Elementary School	\$28,686.00	\$22,888.56	\$5,797.44
Hopeville Elementary School	\$28,686.00	\$22,888.56	\$5,797.44
<b>Grand Total</b>	<b>\$889,812.00</b>	<b>\$709,545.36</b>	<b>\$180,266.64</b>

Please initial here to indicate that you have read and understand these conditions \_\_\_\_\_



### **SECTION 1: Use of Grant Funds.**

- 1.1 The grantee agrees to expend the grant funds awarded pursuant to this agreement for allowable purposes only and to comply with all of the terms and conditions of the grant award and any related documents that set forth its obligations as grantee. Grant funds shall not, without advance written approval by DESPP/DEMHS, be obligated prior to the starting date or subsequent to the termination date of the grant period. DEMHS shall assume no liability for the reimbursement of expenditures incurred by the grantee until such changes have been accepted and approved by DEMHS in writing.

### **SECTION 2: Fiscal Control.**

- 2.1 The grantee shall maintain accounting records and establish policies and provide procedures to assure sound fiscal control, effective management, and efficient use of grant funds. The grantee shall establish fiscal control and accounting procedures to assure proper disbursement of, and accounting for, grant funds. Accounting procedures must provide for the accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be adequate to insure that expenditures charged to grant activities are made for allowable purposes only.

### **SECTION 3: Retention of Records and Records Accessibility.**

- 3.1. The Grantee shall maintain a master file of all important documentation related to this grant, the authorized Signatory, Project Point of Contact and the Chief Financial Officer for said grantee should be apprised as to the location of this master file to prepare for potential turnover in grant and administrative staff.
- 3.2. Financial records, supporting documents, statistical records, and all other records pertaining to this grant and located within the master file shall be retained for a period of three years starting from the date of the submission of the final executed Notice of Grant Closeout document.
- 3.3. If any litigation, claim or audit is started before the expiration date of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 3.4. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with grant funds shall be retained for three years after the final disposition of said property.
- 3.5. The State or its representatives shall have the right at reasonable hours to examine any books, records and other documents of the grantee or its subcontractors pertaining to work performed under this agreement. The State will give grantee or such subcontractor at least twenty-four hours' notice of such intended examination. At the State's request, the grantee shall provide the State with hard copies of or electronic copies of any data or information relating to the State's business, which data or information is in the possession or control of the grantee. The grantee shall incorporate this paragraph verbatim into any agreement it enters into with any subcontractor relating to this grant.

### **SECTION 4: Insurance.**

Please initial here to indicate that you have read and understand these conditions \_\_\_\_\_





- 4.1 The grantee agrees that while performing any service specified in this grant, the grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the service to be performed, so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with the Division of Emergency Management and Homeland Security prior to the performance of services.

**SECTION 5: Conflict of Interest.**

- 5.1 No person who is an officer, employee, consultant or review board member of the grantee shall participate in the selection, award or administration of a contract, subcontract, subgrant or agreement or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant or review board member or any member of his/her immediate family, or his/her partner, or an organization which employs, or is about to employ any of the above has a financial interest in the entity or firm selected for the contract, subcontract, or subgrant or when the individual employed is related to any of the foregoing persons.

**SECTION 6: Reports.**

- 6.1 The grantee shall submit such reports as the Division of Emergency Management and Homeland Security shall reasonably request and shall comply with all provisions regarding the submission of such reports. Reports shall include, but not be limited to, revised project narratives, revised budgets and budget narratives, progress reports, financial reports, cash requests, grantee affirmative action packets, and sub-grantee packets and budgets. Cash requests may be withheld by the Division of Emergency Management and Homeland Security until complete and timely reports are received and approved.

**SECTION 7: Funding Limitation.**

- 7.1 Funding of this project in no way obligates the Division of Emergency Management and Homeland Security to fund the project in excess of this grant, beyond the period of this grant, or in future years.

**SECTION 8: Revised Budget.**

- 8.1 If the grant amount and/or the distribution of funds between budget line items, as identified on the Notice of Grant Award, is different from the amount and/or the distribution in the grant application budget, the grantee agrees to submit to the Division of Emergency Management and Homeland Security a revised budget and budget narrative equal prior to the submission of the reimbursement request. Cash requests will be withheld until the revision is received and approved. Please refer to Page 3 § B2, B3 for more information regarding budget shifts.

**SECTION 9: Audits.**

- 9.1. In accordance with the following conditions, the grantee agrees to conduct and submit to the Division of Emergency Management and Homeland Security a completed audit package with

Please initial here to indicate that you have read and understand these conditions \_\_\_\_\_



management letters and corrective action plans for audits of each of the fiscal years included in the period of this grant and any amendments thereto.

- 9.2. If the grantee meets the requirements of the State Single Audit Act, Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes (C.G.S.), the grantee is required to submit a State Single Audit Report to the Office of Policy and Management. C.G.S. Section 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$100,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the grantee received State Financial Assistance from the Division of Emergency Management and Homeland Security for this grant and it is the only State Financial Assistance that the grantee has received during this fiscal period. The State Single Audit Report should be filed with the Office of Policy and Management no later than six months after the end of the audit period.

**SECTION 10: Unexpended Funds and/or Disallowed Costs.**

- 10.1 If project costs are less than the grant, and/or any project costs have been disallowed, the grantee agrees to return the unexpended/disallowed funds to Division of Emergency Management and Homeland Security not later than 60 days following closeout of the grant.

**SECTION 11: Nondiscrimination and Affirmative Action.**

- 11.1. The grantee agrees and warrants that in the performance of the grant such grantee 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, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such grantee 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.
- 11.2. The grantee agrees to take affirmative 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, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such grantee that such disability prevents performance of the work involved.
- 11.3. The grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the State Commission on Human Rights and Opportunities.
- 11.4. The grantee agrees and warrants that in the performance of the grant such grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated

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when employed without regard to their sexual orientation.

- 11.5. The grantee agrees to provide each labor union or representative of workers with which such grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such grantee 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 grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.
- 11.6. The grantee agrees to comply with each provision of this section and Connecticut General Statute sections 46a-68e and 46a-68f and with each regulation or relevant order issued by the Commission on Human Rights and Opportunities pursuant to Connecticut General Statute sections 46a-56, 46a-68e and 46a-68f.
- 11.7. The grantee 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 grantee which relate to the provisions of this section and Connecticut General Statute section 46a-56.
- 11.8. If the grant is a public works contract, the grantee agrees and warrants that the grantee will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- 11.9. Determination of the grantee's good faith efforts shall include but shall not be limited to the following factors: The grantee's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in public works projects. The grantee shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts. For the purposes of this paragraph, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons who are active in the daily affairs of the enterprise, who have the power to direct the management and policies of the enterprise and who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statute section 32-9n; "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; "good faith efforts" includes, but is not limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; and "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for

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construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

- 11.10. The grantee shall include the provisions of subsections 11.1 to 11.8, inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The grantee shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statute section 46a-56; provided, if such grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the grantee may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- 11.11 The following subsections are set forth here as required by Section 4a-60a of the Connecticut General Statutes:
- a) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  - b) 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.
- 11.12 The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The

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contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

- 11.13** For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced, and "mental disability means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including but not limited to, a municipality, (2) a quasi-public agency, as defined in CGS Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in CGS Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government as described in the immediately preceding enumerated items (11.1 – 11.12).

## **SECTION 12: Executive Orders.**

- 12.1. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill regarding nondiscrimination promulgated June 16, 1971, and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the Agreement is completed or terminated prior to completion. This Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement.
- 12.2. This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the granting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to performance in regard to listing all employment openings with the Connecticut State Employment Service. This Agreement may be canceled, terminated, or suspended by the granting agency or the State Labor Commissioner for

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violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner is not a party to this Agreement.

- 12.3. This Agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, regarding Violence in the Workforce Prevention and, such Executive Order is incorporated herein by reference and made a part thereof. This agreement may be canceled, terminated, or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen.

**SECTION 13: Americans with Disabilities Act.**

- 13.1 This section applies to those grantees, which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the period of award of the grant. The grantee represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the grantee to satisfy this standard either now or during the period of the grant as it may be amended will render the grant voidable at the option of the State upon notice to the grantee. The grantee warrants that it will hold the State harmless from any liability, which may be imposed upon the State as a result of any failure of the grantee to be in compliance with this Act.

**SECTION 14: Independent Contractor.**

- 14-1 The grantee shall act as an independent contractor in performing this agreement, maintaining complete control over its employees and all of its subcontractors. Before hiring outside consultants or entering into contractual agreements with persons, partnerships or companies, the grantee will notify the Division of Emergency Management and Homeland Security of the contractor's identity.

**SECTION 15: Non-Supplanting.**

- 15.1. The grantee shall not use state funds conveyed by the grant to supplant any local funds, if a municipality, or other state funds, if a state agency, which were budgeted for purposes analogous to that of the state grant funds. Division of Emergency Management and Homeland Security may waive this provision upon request and for good cause shown, when it is satisfied that the reduction in local funds or other state funds, as the case may be, is due to circumstances not related to the grant.

**SECTION 16: Additional Federal Conditions.**

- 16.1 If the grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the grantee agrees to comply with the attached Additional Federal Conditions which have been issued by the federal grantor agency to the Division of Emergency Management and Homeland Security and which are hereby made a part of this grant award.

**SECTION 17: Indemnification.**

- 17.1 The grantee shall indemnify, defend and hold harmless the State and its successors and assigns from and against any and all (1) actions, suits, claims, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, un-matured, contingent, known

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or unknown, at law or in equity, in any forum (collectively, "Claims") arising in connection with this Agreement including, but not limited to, acts of commission or omission (collectively, the "Acts") by the grantee or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the grantee is in privity of oral or written contract; (2) liabilities arising in connection with this Agreement, out of the Grantee's Acts concerning its or their duties and obligations as set forth in this Agreement; and (3) all damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, that may arise out of such Claims and/or liabilities for bodily injury, death and/or property damages. The Grantee shall reimburse the State, for any and all damages to the real or personal property of the State caused by the Acts of the Grantee. The State shall give to the grantee reasonable notice of any such Claim. The Grantee shall also use counsel reasonably acceptable to the State in carrying out its obligations under this section. This Section shall survive the expiration or early termination of this Agreement, and shall not be limited by reason of any insurance coverage.

**SECTION 18: CHRO Requirements**

- 18.1 Please be reminded that this contract is subject to State set-aside and contract compliance requirements which were enacted under June 2015 Special Session Public Act 15-5 and became effective October 1, 2015. The Connecticut Commission on Human Rights and Opportunities (CHRO) is responsible for administering these requirements. The recipient must comply with these requirements, as applicable, relative to the award of the contract. Further information can be found on the CHRO web page at [portal.ct.gov/chro](http://portal.ct.gov/chro). Questions regarding these requirements are to be directed to Alvin Bingham, the CHRO's Contract Compliance Unit Supervisor, via phone, at (860) 541-4709 or via email, at [Alvin.Bingham@ct.gov](mailto:Alvin.Bingham@ct.gov).

**SECTION 19: Special Grant Conditions.**

- 19.1 The grantee agrees to comply with the attached Special Grant Conditions, which have been issued in connection with this specific program, and which are hereby made a part of this award.

Please initial here to indicate that you have read and understand these conditions \_\_\_\_\_





**STATE OF CONNECTICUT**  
**DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION**  
**DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY**



**Special Conditions**

**Check applicable box, if required**

☒ S1. Any budget changes for the Multi-Media School Security Competitive Grant Program must include pre-approval and authorization by the designated DESPP/DEMHS Program Manager.

☒ S2. The grantee is required to submit a *Grantee Self-Monitoring* report on a quarterly basis. This report is due 30 days following the end of the quarter. The chart below lists the quarterly periods and the date this report is due. Failure to submit this report may result in payments being withheld.

<u>Period</u>	<u>Due Date</u>
July 1- September 30	October 31
October 1- December 31	January 31
January 1- March 31	April 30
April 1- June 30	July 30

☒ S3. The grantee, including all other recipients of assistance under the grant, whether by contract, subcontract, or subgrant, upon request, agrees to cooperate with research and evaluation efforts of DEMHS or any party designate by DEMHS for such purpose. The grantee further agrees that such cooperation includes but is not limited to: 1) collecting and maintaining project data, including client data, 2) supplying project data to DEMHS or its designee; and 3) permitting access by DEMHS or its designee to any and all project information whether stored by manual or electronic means.

☒ S4. The grantee shall comply with the following statutes and regulations:

- Section 3789d(c), Omnibus Crime Control and Safe Streets Act of 1968, as amended;
- Title VI of the Civil Rights Act of 1964, as amended;
- 28 C.F.R. Part 42, Subparts C, D, E;
- Section 504, Rehabilitation Act of 1973, as amended (28 C.F.R. Part 42, Subpart G);
- Title II of the Americans with Disabilities Act, (28 C.F.R. Part 35);
- Title IX of the Education Amendments of 1972, (28 C.F.R. Part 54);
- The Age Discrimination Act of 1975, (28 C.F.R. Part 24, Subpart I).

☒ S5. In accordance with Public Act 13-3 and subsequent amendments, prior to reimbursement, the Board of Education shall 1) demonstrate and provide certification that it periodically practices an emergency plan at the schools under its jurisdiction and 2) that such a plan has been developed in concert with applicable state or local first-responders. Necessary certification forms will be available in the reimbursement package found online at [www.ct.gov/demhs](http://www.ct.gov/demhs). The certification forms will need to be completed prior to reimbursement with all necessary original signatures.

☒ S6. In accordance to Public Act 13-3 and subsequent amendments, prior to reimbursement, the grantee Board of Education must provide for a uniform assessment of the schools under its jurisdiction, including any security infrastructure using the National Clearinghouse for Education Facilities (NCEF) checklist. A copy of this checklist entitled "Full NCEF Checklist" can be found on our website at [www.ct.gov/demhs](http://www.ct.gov/demhs).

This checklist is separate from the "Safe Schools Checklist" submitted with application documents.

☒ S7. In accordance with Conn. Gen. States 10-222m and 10-222n, each local and regional board of education shall annually submit the Multi-Media school security and safety plan for each school under the jurisdiction of such board, developed pursuant to subsection (a) of this section, to the Department of Emergency Services and Public Protection.

Compliance with Conn. Gen. States 10-222m and 10-222n by the grantee will be confirmed prior to final reimbursement. Payment will be withheld until a plan is submitted or the grantee is actively working on updating the plan.

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### Project Specific Conditions

- ☒ SP1. The grantee must adhere to all guidelines set forth in the "Report of the School Safety Infrastructure Council" published by DAS on June 20, 2014 and any subsequent revisions to this document.
- ☒ SP2. Tree or bush removal is limited to problem areas in a school sightline and must be completed by a professional landscaper. This program will reimburse item removal not replacement.
- ☒ SP3. Window replacement and installation is only allowable when new windows and glazing are part of a prepackaged product or of they are penetration resistant. This is allowable on first floors or areas deemed to be at risk.
- ☒ SP4. Fencing installed must be a minimum 6'-0" high.
- ☒ SP5. All construction projects must comply with state and local fire, health and safety codes. If awarded, the applicant must request and keep on file an inspection report and Certificates of Occupancy, if applicable, from the local building inspector. Furthermore, the grantee must seek fire marshal approval for door lock replacement and modifications to buildings including but not limited to vestibules, entrances and exits. If requested by DESPP/DEMHS, the grantee will be required to supply documentation.
- ☒ SP6. The grantee must comply with all Federal, state and local law regarding environmental contamination and testing.
- ☒ SP7. Grantees must notify the DESPP/DEMHS Program Manager immediately of any plans to change ownership or tenancy of a funded facility during the period of performance of the grant.
- ☒ SP8. It is the responsibility of the applicant/grantee to follow all local and organizational competitive bidding procedures. The grantee should retain explanations of bidding and procurement decisions should they need to be reviewed. The use of state contracts is permitted for allowable expenses.
- ☒ SP9. Questions regarding prevailing wage should be directed towards the Wage and Workplace Standards Division at the Connecticut Department of Labor at **(860) 263-6790**.

Please initial here to indicate that you have read and understand these conditions \_\_\_\_\_





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**School Safety Project Description**  
**Re: Multimedia Interoperable Emergency Communications**  
**System**

FOR:

**Waterbury, CT School District**

PREPARED BY:

**Mutualink, Inc.**  
**1260 South Broad Street**  
**Wallingford, CT 06492**

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## **I. Project**

Mutualink would implement a multimedia interoperability and floorplan camera sharing system throughout the Waterbury School District, which is comprised 31 schools and 2 additional district sites (the "District").

Mutualink is currently installed in the Waterbury Police department and the Connecticut State Police.

## **II. Purpose**

The purpose of the project is to enhance school safety by enabling an automated emergency response that will directly connect school communications with police and securely shared live video and floor plan video locations to enable rapid assessment and response in emergencies.

## **III. Solution Description**

Mutualink hardware and software will be connected to the school's radio system and camera system. A digital floorplan will be electronically added to the Mutualink map layer to be shared with the appropriate first responders established by Waterbury Police and the Waterbury School Security team. Mutualink will supply a Rave phone client panic button application for all school staff to be deployed on the staff's cell phones. Mutualink will also supply a cloud-based panic button activation system that will instantly activate and send notice to the Waterbury Police department Mutualink terminals and upon acceptance, there is established secure radio connection and the school floorplan with cameras laid out on the floor plan for immediate viewing. Comprehensive online and remote training will be conducted with school security and first responders to insure smooth operation of the Mutualink solution.

## **IV. Project Scope of Work**

The project is intended to be a turn-key solution to include equipment installation, software activation, training, and ongoing maintenance. The scope of work will consist of equipping and installing the specified hardware (the "Hardware") and activating software application services (the "Software") specified for each district site (the "Sites") as listed on Schedule A. Additionally, initial administrative training and user training for designated personnel for each Site (the "Training") shall be furnished, and ongoing software maintenance and interoperability network monitoring will be included for the period specified (the "Network Access and Maintenance").

## **V. Target Project Installation Completion**

The parties would use best efforts to materially complete the installation of the project and have the system operationally ready by August 29<sup>th</sup>, the start date of the District's school year. It is recognized that the ability to achieve the target date is highly contingent upon timely access to the Sites and availability of District personnel, including facilities and information systems personnel.

## VI. Project Contacts

The project contacts will be the parties responsible for ensuring timely scheduling and execution of project work and activities.

1. **Executive Leads.** The executive contacts will be responsible for overall project coordination, monitoring progress and resolving any contract, pricing, modification or like issues.
  - a. **For Mutualink:**  
Mark Hatten, CEO  
Tel: 860-78-5500  
Email: mhatten@mutualink.net
  - b. **For District: [TBD]**
2. **Project Leads.** The project leads are responsible for ensuring project implementation, including arranging scheduling, arranging personnel, progress inspection, and routine status reporting.
  - a. **For Mutualink:**  
John Parker, Sr Director Field Operations  
Tel: 610-715-1618  
Email: jparker@mutualink.net
  - b. **For District: [TBD]**
3. **Technical Lead.** The technical contacts will be responsible for addressing and resolving any technically related issues regarding applicable systems and information technology services, including any fire wall, network, broadband access, and integration issues.
  - a. **For Mutualink:**  
John Parker, Sr Director Field Operations  
Tel: 610-715-1618  
Email: jparker@mutualink.net
  - b. **For District: [TBD]**

## VII. Work Plan

The following project work plan details the procedures and process for project implementation.

- The District will supply 2 quality editable pdf of each Site with appropriate door's, school rooms and doorways indicated. One pdf will show just the physical layout and the second pdf will have room numbers, any numbered or lettered door indicated
- Mobile Panic Alert configuration and implementation on staff phones. A school staff designee will be appointed to work with Mutualink to have the client downloaded from the application store
- Mutualink LNK360 (aka. Updated version of EDGE) configuration and implementation
- Installation of Mutualink LNK360-IWS software (on a school computer), radio, and video floorplan gateways
- Training on the system for school, PSAP and first responders

In this plan, all schools can be completed in approximately 60 days. We will use a staggered approach with the HW installation being the critical path of each project. Installation of the HW should take approximately 6 hours on Site at each location. Mutualink will work with the school IT staff to establish a secure internet connection and radio connectivity to a school supplied radio control station will be prescheduled. We will set up a weekly status call with designated stakeholders and supply status reports for the duration of the project.

Explanation of the implementation plan is as follows:

1. School security staff webinar to explain the upcoming project and process and requirements of the project:
  - a. Introduce stakeholders
  - b. Explain the components of the project
  - c. Explain the process of the project
  - d. Explain the Gantt Chart for the region to set expectations of timelines
  - e. Explain the responsibilities of both Mutualink and the school district security staff
2. Schedule an Online Meeting to go over the individual school needs:
  - a. Explain the mobile panic alert process
  - b. Waterbury School district assigns Administrators for their district to work on configuring the school mobile panic alert
  - c. Explain the Mutualink KIWS-LNK360 component and process
  - d. School district assigns Administrators for their district to work on configuration of KIWS-LNK360 and LNK360 licenses for the schools
  - e. Explain the hardware component of the Mutualink solution:
  - f.
    - i. IT Requirements
    - ii. Location of equipment
    - iii. Radio and video integrations
    - iv. Naming of the equipment
  - g. Discuss timelines for the components of the project and set expectation on when the parts need to be completed
  - h. Schedule weekly status call to make sure project is on track and will meet scheduling timelines

- i. Answer any questions
  - j. Provide all stakeholders with contact information of the everyone involved in the project
- 3. Submit Administrator(s) for the mobile panic alert for configuring the panic button for each school in the district
  - a. Administrators work with mobile panic alert solutions to configure the set- up of their schools in their district.
  - b. Upon delivery of the administrator credentials to the school districts, each school will be in a position to complete basic configuration tasks required for deployment of the Mobile Panic Alert in approximately 15 to 30 minutes. All of the configuration work is web browser-based and requires only simple mouse clicks and common .csv and .pdf formats for file upload. All that is needed is a person with local knowledge of the school's physical boundaries, layout and staff contact information (name, email, cell number) and basic function (admin, medical, etc.).
  - c. Administrators and staff decide what they want to happen when a Mobile Panic Alert is activated.
  - d. Mutualink configures incident SOPs for the schools to automatically create a Mutualink incident with first responders to provide immediate communications and situational awareness when a mobile panic alert is activated
- 4. Mutualink Edge component
  - a. Administrator(s) will decide on the naming of their licenses and submit to Mutualink for configuration
  - b. Mutualink will configure the licenses and provide access to the Management tool (EDM)
  - c. Mutualink will schedule remote training on how to manage users of the Edge license and how to download and install the application on devices.
- 5. Mutualink hardware component
  - a. Information gathered during the school district Online Meeting will be submitted to Mutualink manufacturing
  - b. Mutualink manufacturing will assemble, configure, and test the system
  - c. Since the project is local to the Mutualink warehouse Mutualink will deliver the equipment for each school on the day of install.
  - d. Mutualink Field service person will arrive to install the hardware components on the scheduled installation day
  - e. Installation and network testing will be on installation day
    - i. If everything is ready the installation should take 4 to 6 hours on sight
    - ii. Follow on Camera IP to floorplan mapping will happen off sight over the next few days. When complete, Mutualink will work with the school security staff to verify the camera mapping
    - iii. Full system test including First Responders will be schedule at the project completion
    - iv. Waterbury District project sign off
- 6. Training will be scheduled after the install with the Sites as designated by the District.

## VIII. Maintenance & Support – Service Levels

**IMPORTANT NOTE:** The information provided below generally describes Mutualink’s (“We”, “Ours” or “Us”) current standard commercial service levels, and is not intended to be an exhaustive statement of the functions, systems, and processes employed to service, monitor, repair or restore product and services. The functions, systems, and processes we use may change with a 30 day advance notice. We will endeavor, where practicable and deemed appropriate, to notify our affected customers (“You”) of such changes. The information, process descriptions and response efforts and timing are based upon mean time objectives, and individual cases or instances may vary due to a variety of circumstances, including extraordinary demand volume, government orders, casualty from natural disaster and other acts of God, supply chain disruption, labor strikes, war, terrorism or other uncontrollable events. Our legal obligations to you and limits of our liability to you are defined by the written contract made between Us and You (the “Contract”), and this document is not intended to change or modify those obligations or limits in any way. If there is any inconsistency or conflict between the descriptions in this Document and the Contract, the Contract applies. ANY ENHANCED SUPPORT LEVELS OR SPECIAL SERVICES ARRANGEMENTS WILL BE DESCRIBED AS PART OF THE CONTRACT.

### 1. General Support

Mutualink will provide a toll-free telephone support number during regular business hours and emergency hotline support on a 24-hour, 7 day a week basis. In addition to telephone support, Mutualink support may be reached via email and directly through the Mutualink interoperable workstation.

#### Mutualink Support Contact and Response Windows

Function	Contact Details	Notes
Support Email	support@mutualink.net	Support will respond to inbound email contacts within ½ hour during business hours. Response may include either email or voice response.
Support phone	866-927-5465	Inbound support phone calls are answered upon receipt. In the event that a support resource is unavailable due to high call volume, calls will be responded to as soon as a representative becomes available.
IWS incident	Mutualink/Support	Incident request will be answered during regular business hours. Support IWS may also be available by request to support after hours events or large-scale public safety periods such as natural disasters.

## 2. Software Updates

Mutualink provides periodic software maintenance and enhancement updates. Update notifications will be sent by email and posted to a customer accessible site. All updates will provide a description of the fix or enhancement of a release and any instructions for install and configuration if necessary.

### Appliance Updates

Customer premise equipment will be updated on a Site-by-Site basis so long as the equipment is accessible and active. Notifications (phone and/or email) will be provided for any maintenance activity that is service impacting and the update will be scheduled in accordance with the convenience of the customer. Patch level maintenance actions will be provided within 30 days of release for customers impacted by corrective action.

### LNK360 Updates

LNK360 Client software updates will be posted either to the appropriate mobile client stores or Mutualink update sites. Users will receive notification of availability of these releases through the appropriate update notification systems. All such updates will include a “what’s new” identification.

## 3. Hardware Updates

If Mutualink equipment cannot be remotely restored, Mutualink’s Customer Service representative will provide an RMA for the customer to return the equipment. If the equipment is still under the warranty, it will be replaced within 48 hours.

If the equipment is out of warranty Mutualink will charge the customer a service fee for troubleshooting. If it is found the hardware is unrepairable, a quote for replacement will be issued and the customer can choose to issue a purchase order and will be invoiced accordingly.

## 4. Hosted Services

All application environments are physically located in geographically diverse Tier 1 Enterprise Class Data Centers. Each data center has the following attributes:

- 24x7 Facility Security and Access Control
- Physical cage security and access control
- HVAC
- Redundant Internet Feeds
- Fire Detection and Suppression
- Redundant Power Feeds and Emergency Back-up Power
- SOC II



All servers used in the hosting environment are equipped with dual power supplies and powered by separate power circuits.

## 5. Monitoring and System Availability

All systems are monitored 24/7/365 for operational compliance. The monitoring systems provide for automatic notifications to support staff in cases of degradation of service, system failures, anomalous activity and other deviant conditions. Any condition that results in a substantial loss or interruption of service will trigger notification to affected customers with a plan of action including estimated service restoration.

## IX. Training

### 1. Education & Training Series

Mutualink's Education & Training Series is designed to systematically introduce our customers to the administration and functionality of our LNK360 multi-media interoperability solution. Each course is designed to enhance our audience's knowledge and skill set to improve performance and confidence with the application, to ensure that all our customers are comfortable and confident in utilizing the Mutualink interoperability solutions for both daily operations and in emergency situations.

Following the configuration of LNK360 licenses by our Support team, one of our Customer Success Specialists will work with the Customer, and their Mutualink Client Solution Executive, in arranging for online training (or on-ground training, if purchased) for the organization's designated System Administrator on the LNK360 Management User Interface.

The LNK360 Management User Interface Training is designed to educate the administrator on how to configure licenses for their chosen users, along with any applicable Managed Talkgroups. Administrator training will be provided first, allowing the administrator to then setup the End Users for their organization.

Once the End Users are setup, and any hardware has been certified, the training session(s) will be scheduled for the End Users. If the site has no hardware, the training session(s) will be scheduled for the End Users immediately after the Customer Administrator sets up the End Users. The LNK360 End User Training, whether provided online, or on-ground (if purchased), will be coordinated with the agency's System Administrator and conducted with licensees to assist them in downloading and effectively and efficiently utilizing the LNK360 application on their chosen (Windows, macOS, iPhone, Android) device(s), to best leverage its varied communication and information sharing capabilities.

Lastly, for customers who have purchased one of our versatile field communications GoKits, to utilize LNK360, a separate online (or on-ground training, if purchased) instructional course will be scheduled to assist customers in configuring and effectively utilizing the GoKit.



## **Appendix I Installation Sites**

**Total: 33**

**Site 1:** Crosby High School  
300 Pierpont Road  
Waterbury , CT 06705

### **Equipment and Software Licenses**

#### **Description**

K-IWS-LNK360 Interoperability Workstation (1)

KNIC 1 port gateway Radio (1)

1 port Remote View (1)

LNK360 CommandConnect (1) MxPTT (6) with Remote View Module

*(Note LNK360 is the latest version of Edge and @Team)*

Network Access Provisioning - Mutualink Interop P2P Network

Mutualink Panic Button powered by Rave with Mutualink Integration

**Site 2:** Kennedy High School  
422 Highland Ave  
Waterbury, CT 06708

### **Equipment and Software Licenses**

#### **Description**

K-IWS-LNK360 Interoperability Workstation (1)

KNIC 1 port gateway Radio (1)

1 port Remote View (1)

LNK360 CommandConnect (1) MxPTT (6) with Remote View Module

*(Note LNK360 is the latest version of Edge and @Team)*

Network Access Provisioning - Mutualink Interop P2P Network

Mutualink Panic Button powered by Rave with Mutualink Integration

**Site 3:** Waterbury Arts Magnet School  
16 South Elm Street  
Waterbury, CT 06706

**Equipment and Software Licenses**

**Description**

K-IWS-LNK360 Interoperability Workstation (1)  
KNIC 1 port gateway Radio (1)  
1 port Remote View (1)  
LNK360 CommandConnect (1) MxPTT (6) with Remote View Module  
*(Note LNK360 is the latest version of Edge and @Team)*  
Network Access Provisioning - Mutualink Interop P2P Network  
Mutualink Panic Button powered by Rave with Mutualink Integration

**Site 4:** Waterbury Career Academy High School  
175 Birch Street  
Waterbury, CT 06704

**Equipment and Software Licenses**

**Description**

K-IWS-LNK360 Interoperability Workstation (1)  
KNIC 1 port gateway Radio (1)  
1 port Remote View (1)  
LNK360 CommandConnect (1) MxPTT (6) with Remote View Module  
*(Note LNK360 is the latest version of Edge and @Team)*  
Network Access Provisioning - Mutualink Interop P2P Network  
Mutualink Panic Button powered by Rave with Mutualink Integration

**Site 5:** Wilby High School  
568 Bucks Hill Road  
Waterbury, CT 06704

**Equipment and Software Licenses**

**Description**

K-IWS-LNK360 Interoperability Workstation (1)  
KNIC 1 port gateway Radio (1)  
1 port Remote View (1)  
LNK360 CommandConnect (1) MxPTT (6) with Remote View Module  
*(Note LNK360 is the latest version of Edge and @Team)*  
Network Access Provisioning - Mutualink Interop P2P Network  
Mutualink Panic Button powered by Rave with Mutualink Integration

**Site 6:** North End Middle School  
534 Bucks Hill Rd  
Waterbury, CT 06704

**Equipment and Software Licenses**

**Description**

K-IWS-LNK360 Interoperability Workstation (1)  
KNIC 1 port gateway Radio (1)  
1 port Remote View (1)  
LNK360 CommandConnect (1) MxPTT (6) with Remote View Module  
*(Note LNK360 is the latest version of Edge and @Team)*  
Network Access Provisioning - Mutualink Interop P2P Network  
Mutualink Panic Button powered by Rave with Mutualink Integration

**Site 7:** Wallace Middle School  
3465 East Main Street  
Waterbury, CT 06705

**Equipment and Software Licenses**

**Description**

K-IWS-LNK360 Interoperability Workstation (1)  
KNIC 1 port gateway Radio (1)  
1 port Remote View (1)  
LNK360 CommandConnect (1) MxPTT (6) with Remote View Module  
*(Note LNK360 is the latest version of Edge and @Team)*  
Network Access Provisioning - Mutualink Interop P2P Network  
Mutualink Panic Button powered by Rave with Mutualink Integration

**Site 8:** West Side Middle School  
483 Chase Parkway  
Waterbury, CT 06708

**Equipment and Software Licenses**

**Description**

K-IWS-LNK360 Interoperability Workstation (1)  
KNIC 1 port gateway Radio (1)  
1 port Remote View (1)  
LNK360 CommandConnect (1) MxPTT (6) with Remote View Module  
*(Note LNK360 is the latest version of Edge and @Team)*  
Network Access Provisioning - Mutualink Interop P2P Network  
Mutualink Panic Button powered by Rave with Mutualink Integration

**Site 9:** Bucks Hill Elementary School  
330 Bucks Hill Rd  
Waterbury, CT 06704

**Equipment and Software Licenses**

**Description**

K-IWS-LNK360 Interoperability Workstation (1)  
KNIC 1 port gateway Radio (1)  
1 port Remote View (1)  
LNK360 CommandConnect (1) MxPTT (6) with Remote View Module  
*(Note LNK360 is the latest version of Edge and @Team)*  
Network Access Provisioning - Mutualink Interop P2P Network  
Mutualink Panic Button powered by Rave with Mutualink Integration

**Site 10:** Bunker Hill Elementary School  
170 Bunker Hill Ave  
Waterbury , CT 06708

**Equipment and Software Licenses**

**Description**

K-IWS-LNK360 Interoperability Workstation (1)  
KNIC 1 port gateway Radio (1)  
1 port Remote View (1)  
LNK360 CommandConnect (1) MxPTT (6) with Remote View Module  
*(Note LNK360 is the latest version of Edge and @Team)*  
Network Access Provisioning - Mutualink Interop P2P Network  
Mutualink Panic Button powered by Rave with Mutualink Integration

**Site 11:** B.W. Tinker Elementary School  
809 Highland Ave  
Waterbury, CT 06708

**Equipment and Software Licenses**

**Description**

K-IWS-LNK360 Interoperability Workstation (1)  
KNIC 1 port gateway Radio (1)  
1 port Remote View (1)  
LNK360 CommandConnect (1) MxPTT (6) with Remote View Module  
*(Note LNK360 is the latest version of Edge and @Team)*  
Network Access Provisioning - Mutualink Interop P2P Network  
Mutualink Panic Button powered by Rave with Mutualink Integration

**Site 12:** Carrington Elementary School  
24 Kenmore Ave  
Waterbury, CT 06708

**Equipment and Software Licenses**

**Description**

K-IWS-LNK360 Interoperability Workstation (1)  
KNIC 1 port gateway Radio (1)  
1 port Remote View (1)  
LNK360 CommandConnect (1) MxPTT (6) with Remote View Module  
*(Note LNK360 is the latest version of Edge and @Team)*  
Network Access Provisioning - Mutualink Interop P2P Network  
Mutualink Panic Button powered by Rave with Mutualink Integration



**Site 13:** Chase Elementary School  
40 Woodtick Rd  
Waterbury, CT 06705

**Equipment and Software Licenses**

**Description**

K-IWS-LNK360 Interoperability Workstation (1)  
KNIC 1 port gateway Radio (1)  
1 port Remote View (1)  
LNK360 CommandConnect (1) MxPTT (6) with Remote View Module  
*(Note LNK360 is the latest version of Edge and @Team)*  
Network Access Provisioning - Mutualink Interop P2P Network  
Mutualink Panic Button powered by Rave with Mutualink Integration

**Site 14:** Driggs Elementary School  
77 Woodlawn Terrace  
Waterbury , CT 06710

**Equipment and Software Licenses**

**Description**

K-IWS-LNK360 Interoperability Workstation (1)  
KNIC 1 port gateway Radio (1)  
1 port Remote View (1)  
LNK360 CommandConnect (1) MxPTT (6) with Remote View Module  
*(Note LNK360 is the latest version of Edge and @Team)*  
Network Access Provisioning - Mutualink Interop P2P Network  
Mutualink Panic Button powered by Rave with Mutualink Integration

**Site 15:** Duggan PreK-8 School  
W. Porter St  
Waterbury, CT 06708

**Equipment and Software Licenses**

**Description**

K-IWS-LNK360 Interoperability Workstation (1)  
KNIC 1 port gateway Radio (1)  
1 port Remote View (1)  
LNK360 CommandConnect (1) MxPTT (6) with Remote View Module  
*(Note LNK360 is the latest version of Edge and @Team)*  
Network Access Provisioning - Mutualink Interop P2P Network  
Mutualink Panic Button powered by Rave with Mutualink Integration

**Site 16:** F.J Kingsbury Elementary School  
220 Columbia Blvd  
Waterbury, CT 06710

**Equipment and Software Licenses**

**Description**

K-IWS-LNK360 Interoperability Workstation (1)  
KNIC 1 port gateway Radio (1)  
1 port Remote View (1)  
LNK360 CommandConnect (1) MxPTT (6) with Remote View Module  
*(Note LNK360 is the latest version of Edge and @Team)*  
Network Access Provisioning - Mutualink Interop P2P Network  
Mutualink Panic Button powered by Rave with Mutualink Integration

**Site 17:** Generali Elementary School  
3196 E. Main St  
Waterbury, CT 06705

**Equipment and Software Licenses**

**Description**

K-IWS-LNK360 Interoperability Workstation (1)  
KNIC 1 port gateway Radio (1)  
1 port Remote View (1)  
LNK360 CommandConnect (1) MxPTT (6) with Remote View Module  
*(Note LNK360 is the latest version of Edge and @Team)*  
Network Access Provisioning - Mutualink Interop P2P Network  
Mutualink Panic Button powered by Rave with Mutualink Integration

**Site 18:** John G. Gilmartin Elementary School  
94 Spring Lake Rd  
Waterbury, CT 06706

**Equipment and Software Licenses**

**Description**

K-IWS-LNK360 Interoperability Workstation (1)  
KNIC 1 port gateway Radio (1)  
1 port Remote View (1)  
LNK360 CommandConnect (1) MxPTT (6) with Remote View Module  
*(Note LNK360 is the latest version of Edge and @Team)*  
Network Access Provisioning - Mutualink Interop P2P Network  
Mutualink Panic Button powered by Rave with Mutualink Integration

**Site 19:** Hopeville Elementary School  
2 Cypress St  
Waterbury, CT 06706

**Equipment and Software Licenses**

**Description**

K-IWS-LNK360 Interoperability Workstation (1)  
KNIC 1 port gateway Radio (1)  
1 port Remote View (1)  
LNK360 CommandConnect (1) MxPTT (6) with Remote View Module  
*(Note LNK360 is the latest version of Edge and @Team)*  
Network Access Provisioning - Mutualink Interop P2P Network  
Mutualink Panic Button powered by Rave with Mutualink Integration

**Site 20:** Maloney Interdistrict Magnet School  
233 South Elm Street  
Waterbury, CT 06706

**Equipment and Software Licenses**

**Description**

K-IWS-LNK360 Interoperability Workstation (1)  
KNIC 1 port gateway Radio (1)  
1 port Remote View (1)  
LNK360 CommandConnect (1) MxPTT (6) with Remote View Module  
*(Note LNK360 is the latest version of Edge and @Team)*  
Network Access Provisioning - Mutualink Interop P2P Network  
Mutualink Panic Button powered by Rave with Mutualink Integration

**Site 21:** Jonathan Reed PreK-8 School  
33 Griggs St  
Waterbury, CT 06704

**Equipment and Software Licenses**

**Description**

K-IWS-LNK360 Interoperability Workstation (1)  
KNIC 1 port gateway Radio (1)  
1 port Remote View (1)  
LNK360 CommandConnect (1) MxPTT (6) with Remote View Module  
*(Note LNK360 is the latest version of Edge and @Team)*  
Network Access Provisioning - Mutualink Interop P2P Network  
Mutualink Panic Button powered by Rave with Mutualink Integration

**Site 22:** Regan Elementary School  
2780 N. Main St  
Waterbury, CT 06704

**Equipment and Software Licenses**

**Description**

K-IWS-LNK360 Interoperability Workstation (1)  
KNIC 1 port gateway Radio (1)  
1 port Remote View (1)  
LNK360 CommandConnect (1) MxPTT (6) with Remote View Module  
*(Note LNK360 is the latest version of Edge and @Team)*  
Network Access Provisioning - Mutualink Interop P2P Network  
Mutualink Panic Button powered by Rave with Mutualink Integration

**Site 23:** Rotella Interdistrict Magnet School  
380 Pierpont Rd  
Waterbury , CT 06705

**Equipment and Software Licenses**

**Description**

K-IWS-LNK360 Interoperability Workstation (1)  
KNIC 1 port gateway Radio (1)  
1 port Remote View (1)  
LNK360 CommandConnect (1) MxPTT (6) with Remote View Module  
*(Note LNK360 is the latest version of Edge and @Team)*  
Network Access Provisioning - Mutualink Interop P2P Network  
Mutualink Panic Button powered by Rave with Mutualink Integration

**Site 24:** Sprague Elementary School  
1443 Thomaston Ave  
Waterbury , CT 06704

**Equipment and Software Licenses**

**Description**

K-IWS-LNK360 Interoperability Workstation (1)  
KNIC 1 port gateway Radio (1)  
1 port Remote View (1)  
LNK360 CommandConnect (1) MxPTT (6) with Remote View Module  
*(Note LNK360 is the latest version of Edge and @Team)*  
Network Access Provisioning - Mutualink Interop P2P Network  
Mutualink Panic Button powered by Rave with Mutualink Integration

**Site 25:** Walsh Elementary School  
55 Dikeman St  
Waterbury , CT 06704

**Equipment and Software Licenses**

**Description**

K-IWS-LNK360 Interoperability Workstation (1)  
KNIC 1 port gateway Radio (1)  
1 port Remote View (1)  
LNK360 CommandConnect (1) MxPTT (6) with Remote View Module  
*(Note LNK360 is the latest version of Edge and @Team)*  
Network Access Provisioning - Mutualink Interop P2P Network  
Mutualink Panic Button powered by Rave with Mutualink Integration

**Site 26:** Washington Elementary School  
685 Baldwin St  
Waterbury, CT 06706

**Equipment and Software Licenses**

**Description**

K-IWS-LNK360 Interoperability Workstation (1)  
KNIC 1 port gateway Radio (1)  
1 port Remote View (1)  
LNK360 CommandConnect (1) MxPTT (6) with Remote View Module  
*(Note LNK360 is the latest version of Edge and @Team)*  
Network Access Provisioning - Mutualink Interop P2P Network  
Mutualink Panic Button powered by Rave with Mutualink Integration

**Site 27:** Wendell Cross Elementary School  
1255 Hamilton Avenue  
Waterbury, CT 06706

**Equipment and Software Licenses**

**Description**

K-IWS-LNK360 Interoperability Workstation (1)  
KNIC 1 port gateway Radio (1)  
1 port Remote View (1)  
LNK360 CommandConnect (1) MxPTT (6) with Remote View Module  
*(Note LNK360 is the latest version of Edge and @Team)*  
Network Access Provisioning - Mutualink Interop P2P Network  
Mutualink Panic Button powered by Rave with Mutualink Integration

**Site 28:** Woodrow Wilson Elementary School  
235 Birch St  
Waterbury, CT 06704

**Equipment and Software Licenses**

**Description**

K-IWS-LNK360 Interoperability Workstation (1)  
KNIC 1 port gateway Radio (1)  
1 port Remote View (1)  
LNK360 CommandConnect (1) MxPTT (6) with Remote View Module  
*(Note LNK360 is the latest version of Edge and @Team)*  
Network Access Provisioning - Mutualink Interop P2P Network  
Mutualink Panic Button powered by Rave with Mutualink Integration



**Site 29:** State Street School  
30A Church Street  
Waterbury, CT 06702

**Equipment and Software Licenses**

**Description**

K-IWS-LNK360 Interoperability Workstation (1)  
KNIC 1 port gateway Radio (1)  
1 port Remote View (1)  
LNK360 CommandConnect (1) MxPTT (6) with Remote View Module  
*(Note LNK360 is the latest version of Edge and @Team)*  
Network Access Provisioning - Mutualink Interop P2P Network  
Mutualink Panic Button powered by Rave with Mutualink Integration

**Site 30:** Enlightenment School  
58 Griggs Street  
Waterbury , CT 06704

**Equipment and Software Licenses**

**Description**

K-IWS-LNK360 Interoperability Workstation (1)  
KNIC 1 port gateway Radio (1)  
1 port Remote View (1)  
LNK360 CommandConnect (1) MxPTT (6) with Remote View Module  
*(Note LNK360 is the latest version of Edge and @Team)*  
Network Access Provisioning - Mutualink Interop P2P Network  
Mutualink Panic Button powered by Rave with Mutualink Integration

**Site 31:** Office of Early Childhood  
30-B Church Street  
Waterbury, CT 06702

**Equipment and Software Licenses**

**Description**

K-IWS-LNK360 Interoperability Workstation (1)  
KNIC 1 port gateway Radio (1)  
1 port Remote View (1)  
LNK360 CommandConnect (1) MxPTT (6) with Remote View Module  
*(Note LNK360 is the latest version of Edge and @Team)*  
Network Access Provisioning - Mutualink Interop P2P Network  
Mutualink Panic Button powered by Rave with Mutualink Integration

**Site 32:** Bucks Hill Pre-K  
330 Bucks Hill Rd  
Annex Building  
Waterbury, CT 06704

**Equipment and Software Licenses**

**Description**

K-IWS-LNK360 Interoperability Workstation (1)  
KNIC 1 port gateway Radio (1)  
1 port Remote View (1)  
LNK360 CommandConnect (1) MxPTT (6) with Remote View Module  
*(Note LNK360 is the latest version of Edge and @Team)*  
Network Access Provisioning - Mutualink Interop P2P Network  
Mutualink Panic Button powered by Rave with Mutualink Integration

**Site 33:** Waterbury Adult Education Program  
11 Draher St  
Waterbury, CT 06708

### **Equipment and Software Licenses**

#### **Description**

K-IWS-LNK360 Interoperability Workstation (1)

KNIC 1 port gateway Radio (1)

1 port Remote View (1)

LNK360 CommandConnect (1) MxPTT (6) with Remote View Module

*(Note LNK360 is the latest version of Edge and @Team)*

Network Access Provisioning - Mutualink Interop P2P Network

Mutualink Panic Button powered by Rave with Mutualink Integration



1269 South Broad Street  
Wallingford, CT 06492  
Website: [www.mutualink.net](http://www.mutualink.net)

Tel: (866) 957-5465  
Fax: (928) 396-0344  
Email: [sales@mutualink.net](mailto:sales@mutualink.net)

Quote

1006935r5

Date

05/12/2022

**Bill To:**

Waterbury Public Schools  
236 Grand Street  
Waterbury, CT 06702

**Ship To:**

Waterbury Public Schools - 31  
Waterbury, CT

PO Number	Customer No.	Salesperson ID	Shipping Method	Order #
	WATERBURY SCH			

Qty	Description	Unit Price	Ext Price
31	Mutualink's Standard K12 Bundle Each school will receive K-IWS, KNIC (Radio&Video) 1 IWS Edge and 6 @Team Licenses Bundle includes software license, access to IRAPP, 24x7 Customer Support, SW Maintenance and updates No additional charges for 5 years	23,444.83	726,789.73
31	Option: Add a soft Panic Alert Solution per school Mutualink integration to the Soft Panic Button allows Interoperability between schools First Responders sharing video, radio communications, texts and files No additional charges for 5 years	5,240.85	162,466.35

Customer to supply their own Windows/macOSx desktop/laptop for the IWS client software to be used with the USB speaker mic.  
Customer to provide their own Smartphone (Android/iOS) for Mobile Clients  
Customer to provide licensed RF (donor radio) for radio integration.

<b>Subtotal</b>	889,256.08
<b>Freight</b>	0.00
<b>Sales Tax</b>	0.00
<b>Quote Total</b>	<b>889,256.08</b>



1269 South Broad Street  
Wallingford, CT 06492  
Website: [www.mutualink.net](http://www.mutualink.net)

Tel: (866) 957-5465  
Fax: (928) 396-0344  
Email: [sales@mutualink.net](mailto:sales@mutualink.net)

Quote

1007390u

Date

6/24/2022

**Bill To:**

Waterbury Public Schools  
236 Grand Street  
Waterbury, CT 06702

**Ship To:**

Waterbury - 2 Additional Schools  
Waterbury, CT 06702

PO Number	Customer No.	Salesperson ID	Shipping Method	Payment Terms	Order #
	WATERBURY SCH	BSTESKLA		Net 30	

Qty	Description	Unit Price	Ext Price
2	<b>Mutualink's Standard K12 Bundle</b> Each school will receive K-IWS, KNIC (Radio&Video) 1 IWS Edge and 6 @Team Licenses Bundle includes software license, access to IRAPP, 24x7 Customer Support, SW Maintenance and updates No additional charges for 5 years	23,444.83	46,889.66
2	<b>Option: Add a soft Panic Alert Solution per school</b> Mutualink integration to the Soft Panic Button allows Interoperability between schools First Responders sharing video, radio communications, texts and files No additional charges for 5 years  Year 6 annual fees per school \$2,190 <ul style="list-style-type: none"><li>\$1,200 Mutualink Bundle</li><li>\$990 Panic Button Bundle</li></ul>	5,240.85	10,481.70

Customer to supply their own Windows/macOSx desktop/laptop for the IWS client software to be used with the USB speaker mic.  
Customer to provide their own Smartphone (Android/iOS) for Mobile Clients  
Customer to provide licensed RF (donor radio) for radio integration.

<b>Subtotal</b>	57,371.36
<b>Freight</b>	0.00
<b>Sales Tax</b>	0.00
<b>Quote Total</b>	<b>57,371.36</b>

## STATEMENTS OF WORK (SOW)

For each District Site and Partner Site (each an "Installation Site"), the Mutualink equipment identified below ("Site SOW") shall be supplied and the associated software and services installed, configured and tested.

Each Site SOW shall be an "all-in" turnkey cost for the Installation Site, and shall include the following services:

1. Site Installation and configuration of all furnished equipment
2. Provisioning of all software and interoperable network services
3. Testing of all installed equipment and interoperable network services
4. Up to 4 hours of initial user training per location
5. Copies of user and product manuals
6. Software as a service, network, software updates, customer and technical support services for the periods specified
7. Operational Roll-call exercises as and when requested through Mutualink support

### **District Responsibilities:**

1. The District shall be responsible for providing broadband internet access
2. The District shall be responsible for providing radio base stations or radio console access for interconnection with radio gateway services
3. The District will provide technical support staff personnel to enable equipment and network services configurations and set up within the District's facilities environments
4. The District shall provide power and space for the equipment
5. The District shall provide digital floorplans in the accepted format
6. The District will promptly undertake user acceptance testing after install and make personnel available for such purposes with the authority to sign off on acceptance

### **Project Coordination:**

1. Mutualink will assign a technical site installation manager for each Installation Site
2. Mutualink and the District will work jointly to establish site survey and install dates for each installation Site
3. Upon completion of a site survey, each Site SOW will be finalized with any necessary site need adjustments and furnished to the District for approval. Once approved, Mutualink may proceed with Installation Site work subject to scheduling.
4. Mutualink shall provide written project installation and progress updates to the designated project manager for the District.



# Waterbury, Connecticut

## Multimedia Operability & Interoperability



Presented by:

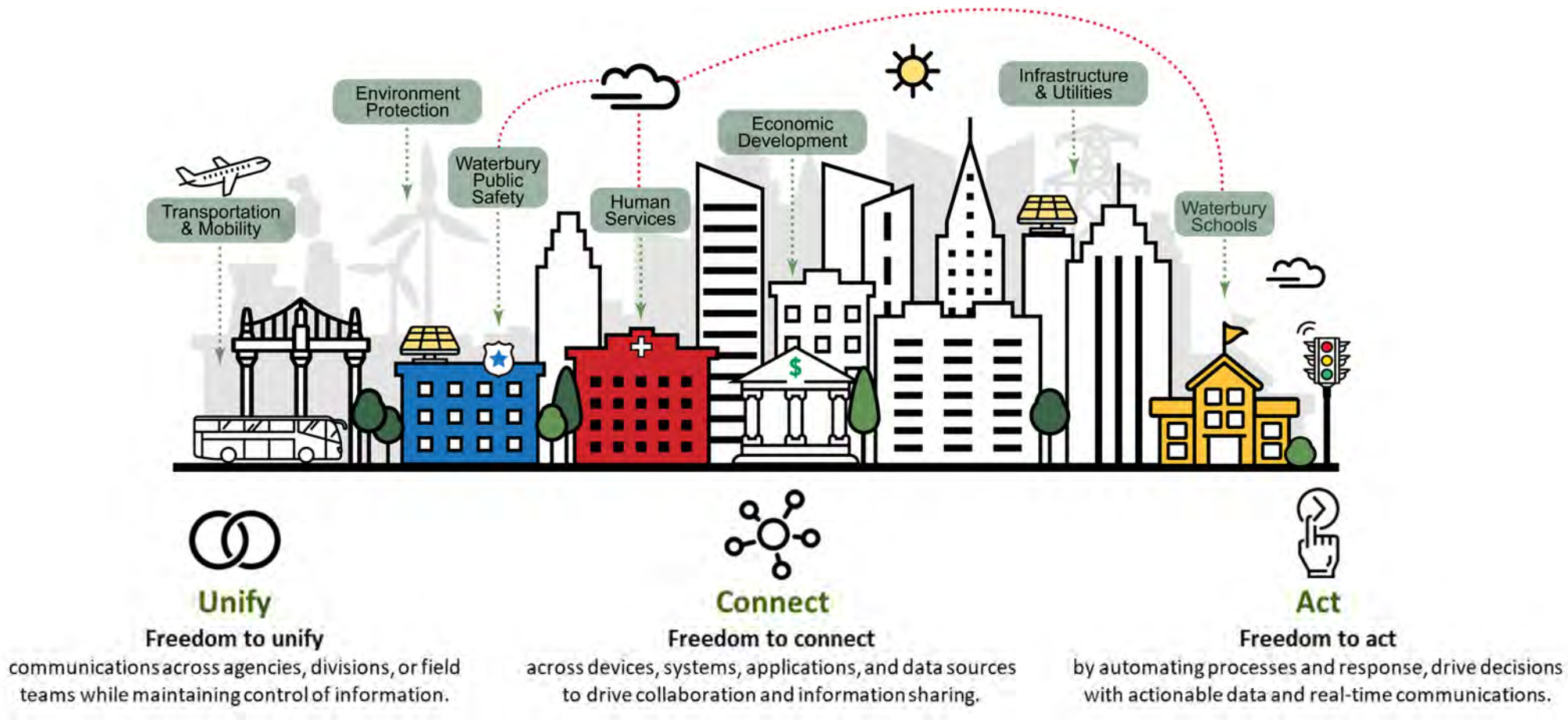
**Mark Hatten**  
CEO/Chairman

[mhatten@mutualink.net](mailto:mhatten@mutualink.net)  
(860) 798-5500

**Waterbury Schools**  
The Foundation for a Smart Community Solution

December 2021

Now is the time to build on what is deployed to make  
Waterbury Schools the State's leader in  
Connected Schools



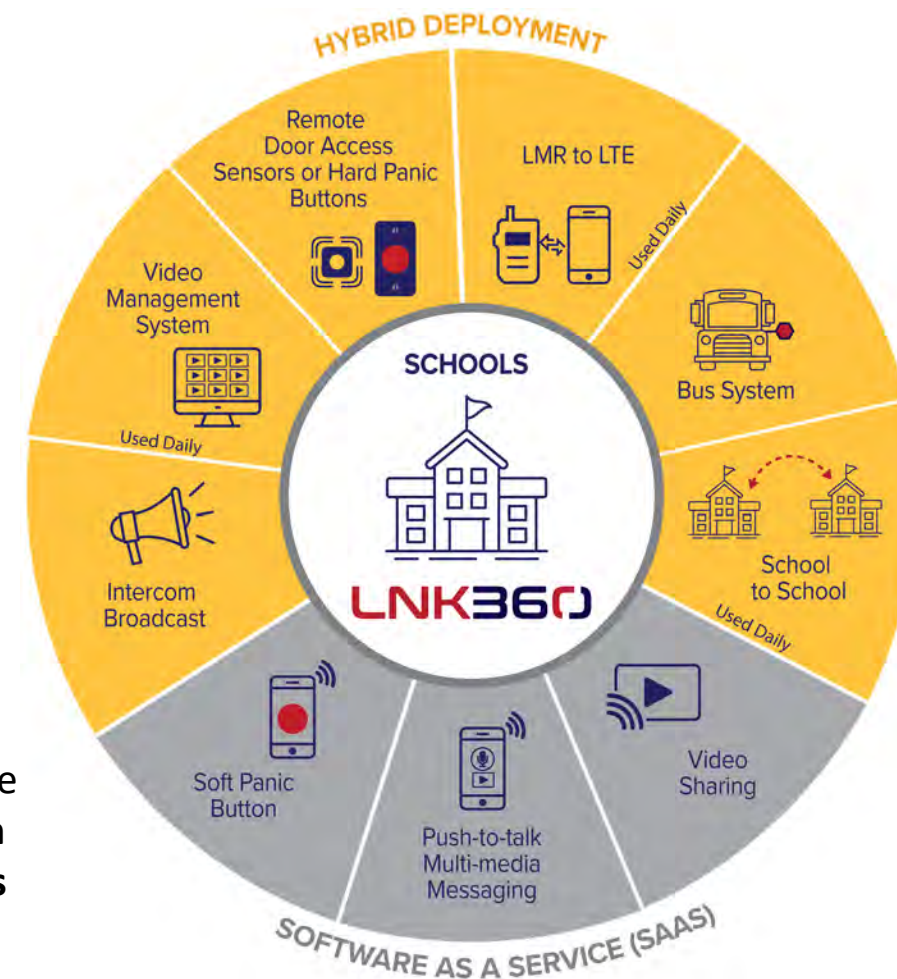


# Emergency Alert and Response and Daily Multimedia Collaboration

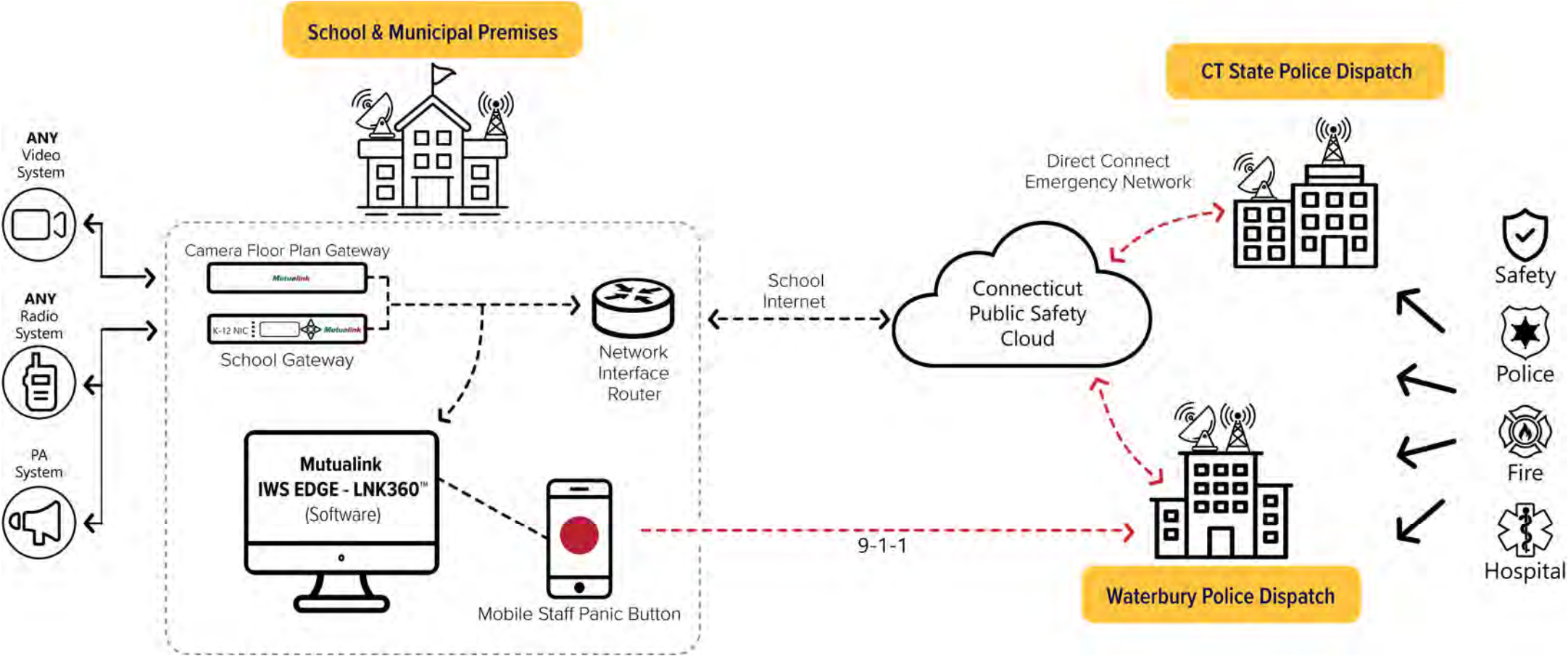
During an emergency, timely resolution saves lives.



Mutualink is committed to building the connections that help Waterbury schools provide a safe, secure and stable environment for students and staff. Mutualink's **True Interoperability®** technology connects schools with first responders for seamless multimedia communications during the prevention and mitigation of school violence. **It also affords schools with the collaboration tools for daily use, minimizing future communications costs.**



# How Does it Work in an Emergency?



The Mutualink multimedia interoperability solution **automates collaboration for police response** in an active shooter or emergency situation but providing, in seconds, direct 2-way communication, voice and video, between schools and 911 centers, local and state police and other first responders in an emergency. In an emergency, with the established permission of the Waterbury schools, Waterbury Police (and CT State Police) see video from the schools, school floor plans and have voice access to the school 2-way radio system. This is critical information in a response to an active shooter or other emergency situation.

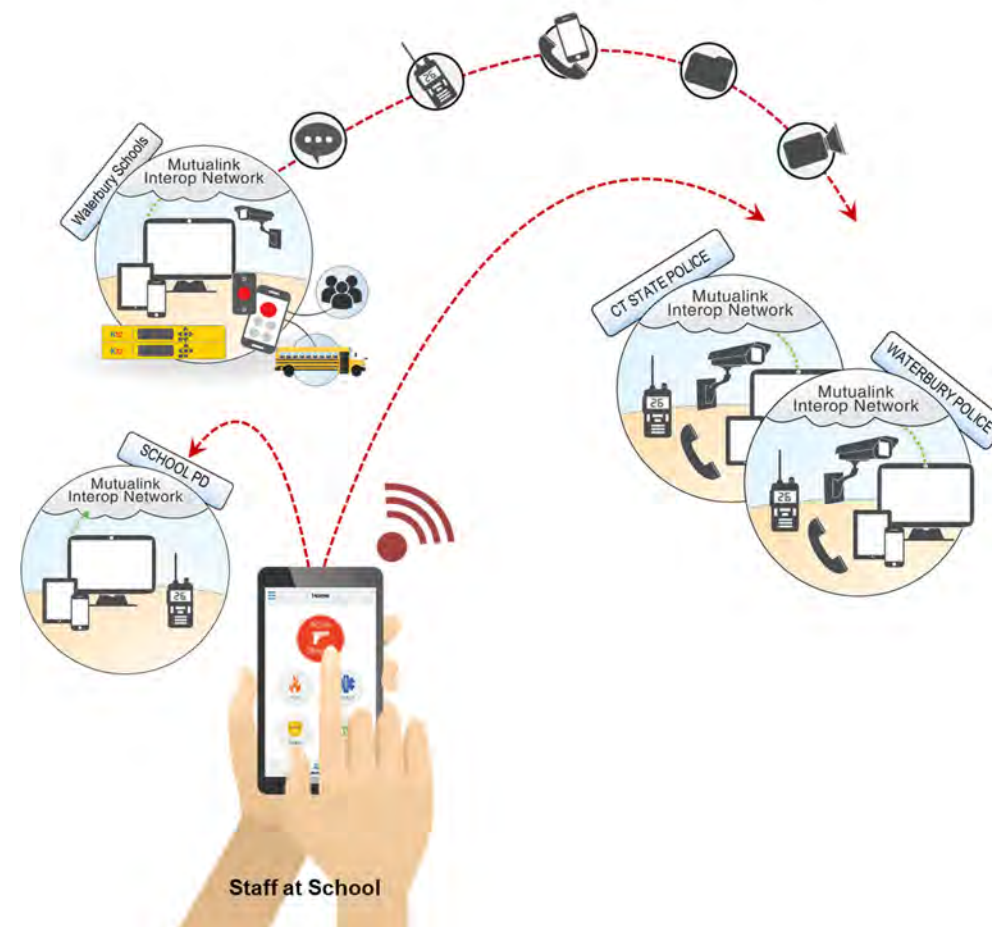
## HOW IT WORKS:

School staff are armed with panic buttons that are down-loaded in advance on their phones. When pressed, in seconds, a message is sent to the Mutualink system to activate and deliver to the appropriate law enforcement agency a connection to the school 2-way radio system, a connection to the school cameras which are presented on a school floor plan for more detailed and immediate response. All of these connections can be made available to Waterbury Police (and CT State Police) and other CT public safety agencies for rapid and coordinated response. Both CT State Police, Waterbury Police already have Mutualink deployed in the dispatch locations and in the case of Waterbury Police, in the Realtime Crime Center as well.

## WHAT IS PROPOSED:

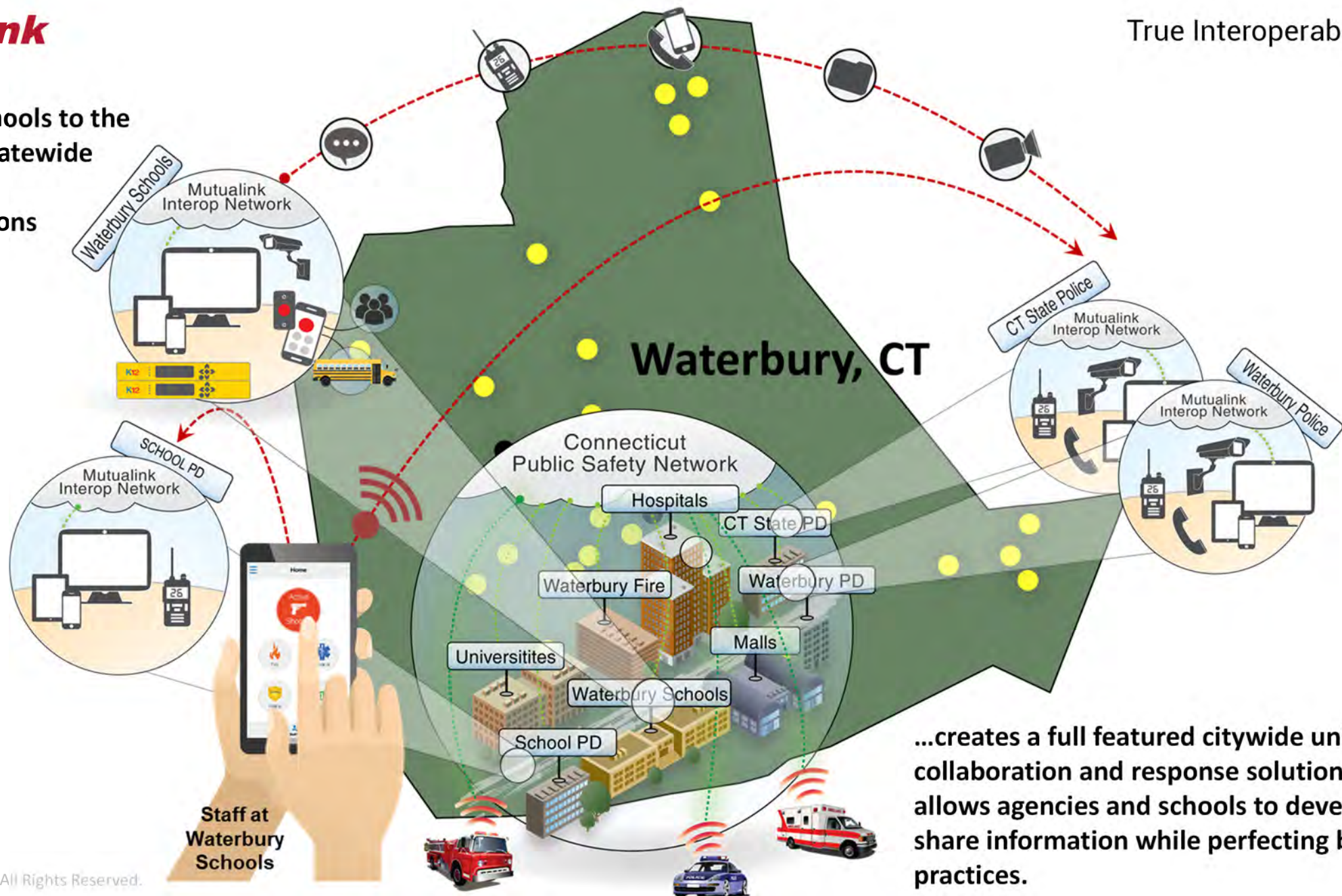
Mutualink will work with Waterbury school district to deploy the 2-way radio gateways, floor plan video share gateways and school staff panic buttons, as quoted, at all Waterbury schools. A secure network link will also be installed that is used to instantly and securely share the encrypted multimedia coming from the schools with the Police and other responders.

## True Interoperability®





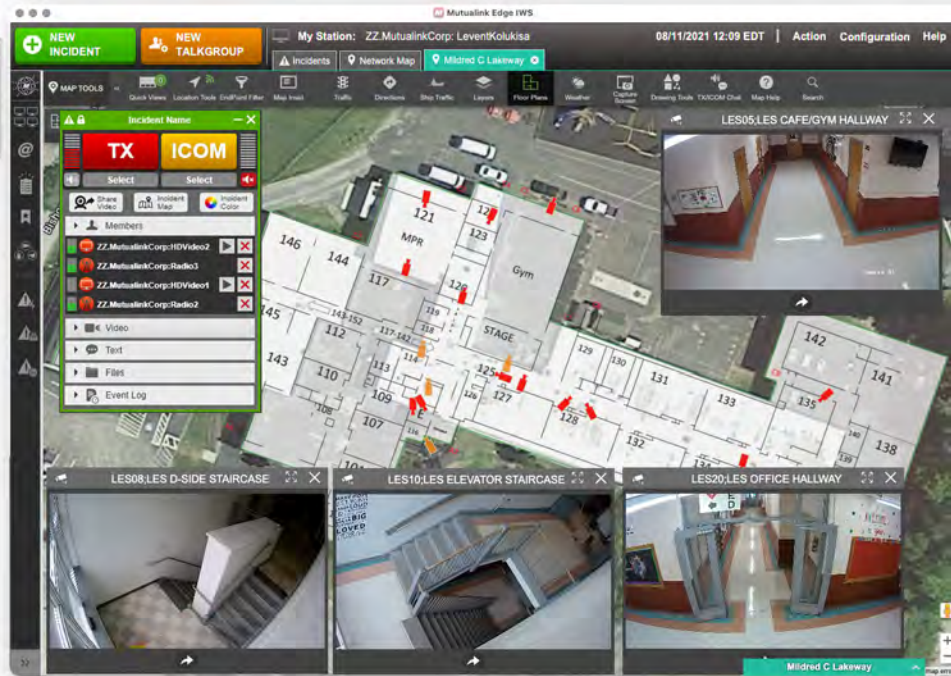
By adding schools to the existing CT Statewide public safety communications network...



...creates a full featured citywide unified collaboration and response solution that allows agencies and schools to develop and share information while perfecting best practices.

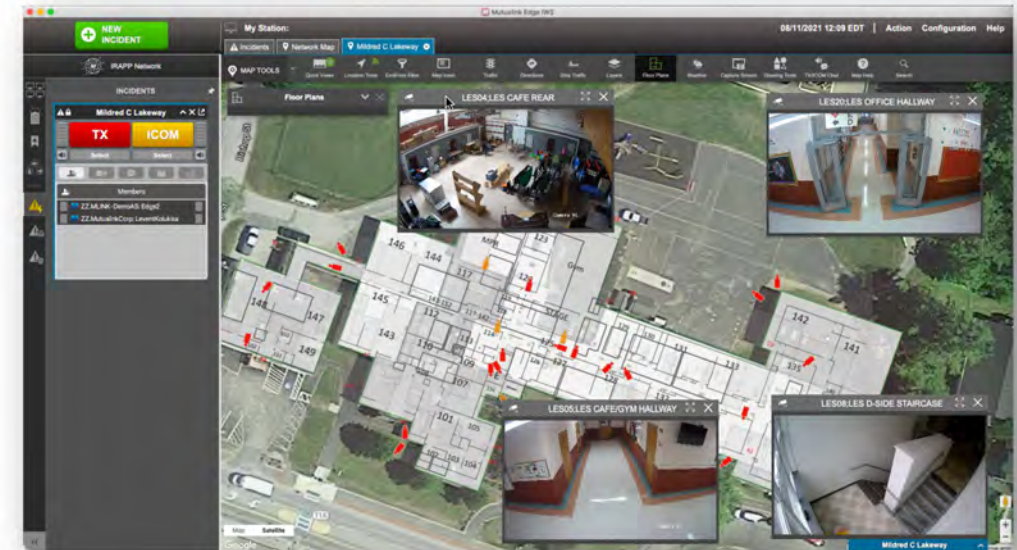


# School Floor Plan Video & Radio in Action



## Always-On School Administrator View

- 1 The Mutualink platform allows school administrator to easily view the cameras that are relevant. Simply clicking the desired camera on the floor plan brings up the view of that camera or as many camera views as are desired.



## Shared Agency View

- 2 If a panic button is pushed, or as the situation requires, necessary agencies will instantly have access to the floor plan, cameras and camera control, as well as voice communications with the school.
- 3 Once the issue is resolved, or at the direction of the administrator, the cameras and school radio system will return to private mode.

Screen capture of a school and another agency that granted camera access and full radio interoperability at the push of a panic button or initiated by school administration.



# Waterbury Public Schools

## Office of Competitive Grants

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

June 30, 2022

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

### Re: ESSER Supports for Pregnant and Parenting Teens Program Grants (2022-24)

Dear President Sweeney and Board of Education Commissioners:

The Connecticut State Department of Education has released an RFP for ESSER Supports for Pregnant and Parenting Teens Program Grants (2022-24) open to six Connecticut school districts to apply (Bridgeport, Hartford, New Britain, New Haven, Waterbury and Windham), based on teen pregnancy rates. Grants awarded will fund services and activities to be delivered through program staff and community-based organization (CBO) partners.

Grant activities will assist students with completing high school, and will promote health and wellness outcomes of the students and their children. CBOs that have expressed interest in providing services to Waterbury pregnant and parenting teens through this grant program include, NOW, YMCA, Hispanic Coalition, CT Partnership for Families, Youth Services, and BTS. During the grant period program staff will collaborate with these and other providers to meet the needs of Waterbury students. Further details appear in my attached Grant Highlights document.

Grant applications are being accepted on a rolling basis, but must be submitted to CSDE no later than August 1, 2022. I respectfully request your permission to apply for this SPPT 2022-24 grant.

Very truly yours,

*Louise Allen Brown*

Louise Allen Brown, Grant Writer

cc: Dr. Verna D. Ruffin  
Darren Schwartz  
Doreen Biolo  
Miguel Pabon  
Melina Rodriguez

**ESSER Support for Pregnant and Parenting Teens Program Grant**  
**CT State Department of Education**  
**Louise Allen Brown, WPS Grant Writer**  
**June 29, 2022**

**Grant Highlights**

**Program Purpose:** “The purpose of the school-based Supports for Pregnant and Parenting Teens Program (SPPT) is to develop a school-based grant program in six (6) Connecticut school districts with the highest teen pregnancy and school dropout rates. This funding will use American Rescue Plan 2021 Elementary and Secondary School Emergency Relief (ARP ESSR) state set-aside funds to provide supports that focus on improving the health, education and social outcomes for pregnant and parenting students and their children.” [RFP, p. 4]

**Eligible Applicants:** “The LEA of Bridgeport, Hartford, New Britain, New Haven, Waterbury and Windham, or a CBO identified by the LEA in one of the named towns, may apply for funding...” [RFP, p. 7]

**Grant Period:** 7/1/2022-6/30/2024

**Grant Amount:** \$ 400,000. (total)

**Matching Funds:** 50% (\$200,000. total), in-kind or cash contributions

**Application Deadline:** Rolling, but not later than August 1, 2022

**Grant Requirements:**

CSDE has urged applicant districts to serve a minimum of 50 students, and to hire program staff that include a full time Social Worker and part time Nurse. Further, districts must provide space in schools for this staff to serve the student participants, and provide necessary supplies (e.g., breast feeding privacy screen for pumping, books, snacks, diapers/wipes, etc.). Also, “As a condition of funding, local education agencies (LEAs) and Community-Based Organizations (CBOs) must work together to build infrastructures of supports that remove barriers and meet the individual needs of this population.” [RFP, p. 5]

Also, a local advisory committee must be established consisting of service providers and stakeholders to meet monthly to support the program, catalog services, disseminate information about resources, coordinate services to avoid duplication, and plan for sustainability. The advisory committee must include linkages to Family Resource Centers and Home Visitation programs funded through the Office of Early Childhood (OEC). SPPT staff and committee members must participate in meetings with state-level grant staff and health-related trainings, sustainability planning, annual Youth Forum and regional and state level promotional events. [RFP, pp. 4-6]

**Proposed Project:**

Waterbury Public Schools will serve as fiduciary for the grant. The Special Education Supervisor/Pupil Services Supervisor will serve as the Waterbury SPPT Grant Manager, with

## **ESSER Support for Pregnant and Parenting Teens Program Grant (CSDE)**

**Louise Allen Brown, WPS Grant Writer**

**June 29, 2022**

the support of the Special Education Director. (The former SPPT grant manager, the WPS Health & Physical Education Supervisor, can also serve as a resource for this grant project.) Community partners will include community-based organizations (CBOs) such as YMCA, NOW, Hispanic Coalition, CT Partnership for Families, Youth Services, BTS, and others who will be asked to join the project during project implementation. After the grant application is submitted, the Waterbury SPPT Grant Manager will continue making arrangements for the SPPT program to begin at the start of the 2022-23 school year, with continued project improvements occurring throughout the grant period.

A primary goal of the grant, per CSDE, is to assist students with completing high school, and to promote health and wellness outcomes of the students and their children. Additional priorities include student transportation and quality childcare, on-site or at a licensed childcare center. SPPT staff will work with pregnant and parenting teen students to help them identify and access supports to facilitate their meeting academic requirements for high school completion. Additionally, case management services for students will be provided, and along with partner service providers, program staff will facilitate childcare for the children of teen parents, and monitor developmental milestones of students' children and refer teen parents to appropriate services for children's developmental delays, if any. Parenting and life skills classes will be provided to students, and students will be connected to community resources such as home visiting programs, workforce development opportunities, and health services. Connections for students to post-secondary education and career planning will be facilitated by grant staff. SPPT staff will also arrange for intergenerational activities and field trips, and convene an advisory committee.

### **Budget:**

The budget for year one must be submitted with the grant application. The budget is still under development but will approximate \$200,000 (about half of the two year grant award of \$400,000.). The budget will include such items as the following: personnel and fringe benefit costs for 1FTE social worker, .5FTE nurse, and limited clerical assistance for the grant project (estimated at approx. 60 hours/yr); SPPT staff led grant services and activities; purchased services from CBOs for youth employment, leadership activities, fatherhood programs, post-secondary and career planning, parenting and life skills trainings, and other services as planned during the grant period; presenter fees (for sessions on topics such as life skills, parent education, personal empowerment, prenatal care, child care and development, child safety, literacy and/or other topics); presenter fees for staff training(s); student and baby necessities; quality childcare services at licensed facility/facilities; supplies for nutrition and/or cooking classes; literacy materials; intergenerational activities/family engagement activities; field trip activities; program and celebratory events; bus passes; staff travel reimbursement; supplies for SPPT staff collaboration meetings with school personnel; and sustainability planning activities.



**ESSER Support for Pregnant and Parenting Teens Program Grant (CSDE)**  
**Louise Allen Brown, WPS Grant Writer**  
**June 29, 2022**

**Matching Funds Budget:**

Matching funds of approximately \$100,000/year will consist of in-kind contributions only from the district, (and from CBO(s) to the extent possible). The district in-kind contributions will include the value of time to be spent on the grant project by the SPPT Manager, and her supervisor, as well as time spent on the grant project by regular school staff already in place, including school administrators, school social workers, guidance counselors, and possibly school nurses. Additional matching funds will consist of the estimated value of the use of school classroom, and/or office and meeting spaces for program activities and meetings of program staff with students, grant accounting services, Internet access and email accounts, telephones and telephone services.



# Waterbury Public Schools

## Office of Competitive Grants

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

July 1, 2022

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

### Re: Low-Performing Schools Bond Funded Grants (2022)

Dear President Sweeney and Board of Education Commissioners:

The Connecticut State Department of Education has just released an RFP for Low-Performing Schools Bond Funded Grants (2022). These are competitive grants which, if awarded, will provide grants for “alterations, repairs, improvements, technology, and equipment as well as technology infrastructure improvement, ...to address school site opportunities that promote learning, health and safety for all children in high-quality. Grant award funding is contingent upon application selection, the availability of funds, and approval by CSDE and the State Bond Commission. [RFP, p. 3-4]

Districts may apply for up to \$300,000 per school for Commissioner’s Network, School Improvement Grant (SIG), and Category 4 and 5 designated schools (according to the 2018-19 CSDE School Classification Report). Priority will be given to applications from Alliance Districts. Further details appear in my attached Grant Highlights document.

The grant application deadline is July 20, 2022. I respectfully request your permission to apply for these LPS grants. I also request *consensus* to apply.

Very truly yours,

*Louise Allen Brown*

Louise Allen Brown, Grant Writer

cc: Dr. Verna D. Ruffin  
Rosh Maghfour  
Doreen Biolo  
Matthew Brown

**2022 Low-Performing Schools Bond Funding Common Application**  
**CT State Department of Education**  
**Louise Allen Brown, WPS Grant Writer**  
**June 29, 2022**

**Grant Highlights**

**Program Purpose:**

“The Connecticut State Department of Education (CSDE) supports Connecticut’s low-performing K-12 public schools by providing grants-in-aid for alterations, repairs, improvements, technology, and equipment as well as technology infrastructure improvement, targeted local and regional school district capitalized alterations, repairs, improvements to address school site opportunities that promote learning, health and safety for all children in high-quality facilities and 21<sup>st</sup> century educational environments.”

[RFP, p. 3]

**Eligible Applicants:**

Applications will be accepted from Low-performing schools, as defined by CSDE. For Waterbury, the eligible schools are: Wallace Middle, West Side Middle, and North End Middle Schools, and Wilby, Kennedy, and Crosby High Schools. LEAs must submit a separate application for each school.

[RFP, p. 3]

**Grant Period:** 7/1/2022-6/30/2023

**Grant Amount:** \$ 300,000. per school

**Matching Funds:** none

**Application Deadline:** July 15, 2022

**Grant Requirements:**

“Priority will be given to submissions from Alliance Districts....

Low-Performing Schools bond funding shall not supplant nor overlap with other technology-related grant funding sources, including but not limited to:

- CARES Act/ESSER grant allocations
- Coronavirus Relief Funds (CRF)
- Partnership for Connecticut technology allocations (high schools only)
- District-funded planned purchases or replacements as part of normal operations
- CSDE High Quality/Common Core Technology Grants
- Technology funding including that from Alliance District ECS Grants, Priority School District Grants, Commissioner’s Network, and ESSA-SIG 1003(a); and/or
- Funds which support standard operating expenses or expendable supplies.

The awarding of funding is contingent upon an application’s selection, the availability of funds, and approval by the CSDE and the State Bond Commission.”

[RFP, pp. 3-4]

**2022 Low-Performing Schools Bond Funding Common Application (CSDE)**  
**Louise Allen Brown, WPS Grant Writer**  
**June 29, 2022**

**Proposed Project:**

Waterbury Schools eligible for these grants are Wallace, West Side, and North End Middle Schools, and Crosby, Kennedy, and Wilby High Schools. With the grant RFP being distributed only last Wednesday (7/22/22), the project is still under development.

At this time, the district plans to submit a separate grant application for each of the eligible schools for science lab improvements up to \$300,000 per school. Projects will be bid, contracted for, and implemented under the supervision of central office district leaders. Science lab improvements are expected to contribute to improved student outcomes.

**Budget:**

The budget for each school grant will approximate \$300,000. No matching funds are required.

**High School Grading/QPR****FORMULA:**

The formula to be used for grading students' performance in the area of knowledge acquisition will be 100% as defined below:

Calculating Student Grades	
60% Assessments:	i.e. meets expectations through standards based assessments, meets expectations through summative assessments, meets expectations through teacher made test, quizzes, text driven assessment, projects curriculum based and completed with accuracy.
20% Classwork:	i.e. Daily assignments completed, with accuracy, extended assignments completed on time and with accuracy, formative assessments curriculum based.
10% Disposition toward learning:	i.e. actively engages in class, participates in group, displays perseverance, integrity and social and civic expectations.
10% Homework:	i.e. assignments independently completed outside of the classroom.

**GRADING:** All teachers shall develop and maintain a numerical grade for all students. This is becoming increasingly necessary when students transfer from one school to another in the middle of a semester and don't have grades to accompany their registration. Upon the District updating of classroom student rosters into Progress Book, teachers will upload all student assignment, quiz and test grades into Progress Book on a regular basis, but at a minimum of at least every three weeks. Student grades will be uploaded on a weighted average basis, whereby the teacher will assign a weight to particular types of assignments (e.g. homework, quizzes, and tests) by following the applicable Board of Education grading policy. A numerical grade indicating student performance at the time of exit from a school must be made available for the receiving high school. Teachers shall make two or more comments per student per subject for each marking period. Report cards shall be expeditiously processed and returned to the teacher as soon as practicable after submission to Central Office.

**INTERIM REPORTS:** Reports shall be sent home half-way through each marking period. These reports are issued to students whose academic achievement is below expected level. A copy shall be submitted to the building principal.

**MAKE- UP WORK:** Work missed due to absences will be completed within five (5) school days upon return to school. Exceptions may be made with administrative approval.

**GRADING SENSITIVITY:** Teachers are reminded to be sensitive to students who receive poor grades and feel there is no way to improve their grade or pass the course. Teachers shall dialogue with students, guidance counselors, department heads, and administrators to seek an alternative route to improve student performance.

**High School Grading/QPR, continued**

**HOMEBOUND INSTRUCTION:** All long term homebound instructors will contact the classroom teacher for material to be covered and administer quizzes and tests developed by the classroom teacher. The homebound instructor will return the test to the classroom instructor for grading. Regular reports on the status of the student's performance will be sent to the building principal at the high school the student attends.

**EXTRA-CURRICULAR ACTIVITIES:** Students who have not earned the required Carnegie Units for the designated rank will be ineligible to participate in extra-curricular activities. As soon as students exceed unexcused absences, in accordance with the Board of Education attendance policy, they will be immediately ineligible to participate in extra-curricular activities (all after school programs). Students who have not maintained a 1.67 GPA or higher during the marking period preceding AND during the student's participation will be ineligible to participate in extra-curricular activities. (See Student –Athlete Eligibility Checklist-High School also).

**PASSING GRADE:** The passing numerical grade is 65.

District-wide curriculum offerings at the high schools will consist of core academics and electives. Selected district-wide core and elective courses at the Accelerated Level will be modified to incorporate extended requirements for students to earn additional quality points.

To achieve a passing grade for the class for the year a student must have an average credit value of 1.0 for the entire year as calculated for a final grade.

Final grades will be calculated with the each Quarter worth 20% of a students' grade and the midterm exam and final exam each worth 10% of the final grade. (In half-year courses, the final exam for the course will count as 20% of the course grade).

To qualify for Summer School students need to earn a numerical grade of 40 for the academic year as a sum of the four quarter credit values (exam grades are not included).

A grade of "E" is given to any student that is denied credit for excessive absences.

A grade of "I" is given if the teacher determines that the student's work is incomplete. Grades of "I" can be changed by a teacher at any point during the year. Any grade of "I" that remains at the conclusion of September of the next school year will be changed to an "F".

**GRADE WEIGHTING & CLASS RANKING:** The Board of Education promotes weighted grading for more rigorous coursework. Students are provided with a non-weighted Grade Point Average and a weighted Quality Point Ranking (QPR) at the end of each academic year, excluding senior year. Final senior GPAs and QPRs will be determined after seven semesters. GPA (non-weighted) ranges from 4.33 to 0 and is an indicator of academic success; QPR (weighted) ranges from 15.5 to 0 and is an indicator of average academic rigor. In each case, the higher the numeric value, the more successful the academic performance.

Parents/guardians and students shall be advised as to whether or not a grade from a course is weighted in the Program of Studies.

**High School Grading/QPR, continued**

**OVERALL GRADE POINT AVERAGE:** An overall GPA will be calculated based on the un-weighted arithmetic average of grades in all courses, using numerical grade values as follows:

A+	= 4.33	B+	= 3.33	C+	= 2.33	D+	= 1.33
A	= 4.0	B	= 3.0	C	= 2.0	D	= 1.0
A-	= 3.67	B-	= 2.67	C-	= 1.67	F	= 0.00

$$\text{Overall QPR} = \frac{\sum(\text{Course Credit}) * (\text{Course QPR})}{\sum \text{Course Credits}}$$

**QUALITY POINT RANKING (QPR)/CLASS RANK:** The Waterbury Public School System believes it is necessary and important to provide differentiated quality points for the purpose of weighting its academic course offerings at the high school. The current curriculum contains a wide variety of courses at various levels of academic challenge. Students are allowed considerable choice and are encouraged to strive for academic excellence. Grade weighting encourages and reward students for selecting courses at more challenging levels of difficulty.

Quality points are the weights that are assigned to courses in order to communicate their differing academic challenge. Weights assigned to academic courses communicate the level of academic challenge inherent in each course to students and their parents; therefore, the weights assigned help students to make more appropriate course selections. Additional weights assigned to college preparatory courses recognize that more challenging courses require advanced levels of work; therefore, advanced courses have higher course weights.

A grade weighting/class ranking system shall be implemented for the high schools as follows:

Grade Range			Advanced AP & Post- Secondary	Accelerated ACES, ATOMS & SOAR	Honors	General
Min	Max					
97	100	A+	15.5	14	13	11
93	96	A	14.5	13	12	10
90	92	A-	13.5	12	11	9
87	89	B+	12.5	11	10	8
83	86	B	11.5	10	9	7
80	82	B-	10	9	8	6
77	79	C+	9	8	7	5
73	76	C	8	7	6	4
70	72	C-	7	6	5	3
67	69	D+	6	5	4	2
65	66	D	5	4	3	1
Below 65		F	0	0	0	0

All grades shall be rounded to the nearest whole number

$$\text{Overall QPR} = \frac{\sum(\text{Course Credit}) * (\text{Course QPR})}{\sum \text{Course Credits}}$$

**High School Grading/QPR, continued**

**HONOR ROLL:** The designation of High Honors and Honors will be based on GPA each marking period.

High Honor Roll: Average of 90 or above and no individual grade below 80  
Honor Roll: Average of 80-89 and no individual grade below 70

In the event that schools are unexpectedly closed under a municipal, state or federal mandate for ten (10) or more consecutive school days, and with the approval of the Board of Education, the Superintendent will provide equitable grading procedures in the best interest of all students that account for such a closure and communicate the changes in procedures. In the event of such a closure, the Superintendent's grading procedures will supersede the formulas and grading policies. These procedures will remain in effect, by decision of the Superintendent and the Board of Education, until a time deemed appropriate.

**CONNECTICUT AUTOMATIC ADMISSIONS PROGRAM:**

The Board of Education (Board), beginning with the 2022-2023 school year, and for each school year thereafter, for the purpose of qualifying a student for the Connecticut Automatic Admissions Program, will:

1. calculate a grade point average using the standardized method established by the Board of Regents for Higher Education for each student who completes eleventh grade, and
2. determine whether such student's class rank percentile is above or below the minimum established by the Board of Regents for Higher Education.

The Board will share a student's grade point average and whether such student is above or below the minimum class rank percentile with the student, the student's parent or guardian, the Department of Education, in the form and manner prescribed by the Department, and upon the student's request, a participating institution for the purposes of applying to such participating institution under the Connecticut Automatic Admissions Program.

The Board recognizes that it is not required to publish or provide a class ranking for any student or to publish on a student's transcript the grade point average calculated pursuant to the Connecticut Automatic Admissions Program, or whether such student is above or below the minimum class rank percentile established by the Board of Regents for Higher Education pursuant to the Connecticut Automatic Admissions Program.

The Board, beginning with the 2022-2023 school year and each school year thereafter, will notify each student enrolled in his/her final year of high school, and the parent or guardian of such student, whether such student may be admitted to at least one participating institution under the Connecticut Automatic Admissions Program based on the academic threshold established by such institution.



(cf. 6146 - High School Graduation Exit Criteria)

Legal Reference: Connecticut General Statutes

10-220g. Policy on weighted grading for honors and advanced placement classes.

21-199 Section 4, An Act Concerning Various Revisions to the Education Statutes

[P.A. 21-2, June Special Session, sections 257-258](#)



**Policy adopted by the Waterbury Board of Education on March 7, 2013. Revised on May 7, 2015, October 1, 2015, May 5, 2016, December 20, 2018, May 21, 2020, and December 16, 2021**



**ESSER/ARP Monthly Expenditure Report**  
**July 7, 2022 BOE Workshop**

**ESSER I**

Beginning Date March 2020  
 Ending Date September 2022

**Total Grant : \$9,394,519**

**Public Portion** - \$8,462,310  
 \$8,462,310 YTD Exp/Enc  
 \$0 YTD Balance

**Non-Public Portion** - \$ 932,209  
 \$932,055 YTD Exp/Enc  
 \$154 YTD Balance

**ESSER II**

Beginning Date December 2020  
 Ending Date September 2023

**Total Grant : \$41,651,124**

\$10,373,917 YTD Exp/Enc  
 \$31,277,207 YTD Balance

**ARP ESSER III**

Beginning Date May 2021  
 Ending Date September 2024

**Total Grant : \$89,691,176**

\$9,624,052 YTD Exp/Enc  
 \$80,067,124 YTD Balance



### Detail of Encumbrance/Expenditures

**ESSER I** Temporary Maintainers; Health Dept & Fire Dept Overtime for COVID Testing  
Chromebook Management Services; Licenses; Teachers Laptops; Students Chromebooks; Chromebook Charging  
Carts; Data Switches & Wireless Headphones  
HVAC & Ventilation Projects- Regan Boilers Replacement, & heating pumps, Carrington BMS Upgrades, HVAC  
Repairs at Reed, Maloney, Rotella, Gilmartin, Duggan, WAMS, Career, and West Side.  
Covid staff testing fees;  
Fire safety equipment  
Bilingual materials  
PPE/Health & Safety Supplies; Handwashing Stations

**ESSER II** GF Staff Retainage- Maintainers Staff, IT Staff and School Counselors.  
Summer School Programs; Summer Camps – YMCA, Boys & Girls & PAL  
Transportation for Summer School; Summer school program supplies  
Recruitment - UCONN Resident & Nex-Gen programs; College partnerships for recruitment  
Translation Services  
SEL Curriculum  
Technology Professional Development Training  
Portrait of Graduate Development and Assessment  
CTE Supplies and Wilby Greenhouse Renovation  
Food Service Deficit;  
Facility Study  
Administrative Costs - Contracted Project Manager Services; Contracted Legal Services  
Design Services – Auditorium Upgrades; Air Handler Units; Mechanical Upgrades & Rotella Boiler  
Summer school field trips



### **ARP ESSER III**

(2) PT Crisis Youth Intervention Clinicians;  
Extra Class Stipends for Teachers covering shortage areas;  
Partners in Education (CT Center for School Change);  
Outside Counsel Legal Fees for ARP ESSER Contracts;  
Curriculum Update- Pear Deck & Legends of Learning;  
Instructional Supplies & Equipment (School Principals)  
Resources to Support Curriculum(Home Learning);  
Equity Training Services  
State Street Playground Equipment  
HVAC Projects/Repairs- Maloney Chiller Replacement, Wilby AC, Crosby Cooling Tower, Kennedy Fan Replacement.  
Upgrade furniture, fixtures and equipment based on school needs.  
Digital platform to connect students with mentors.  
Amplify reading student license, mCLASS DIBELS

# ***Waterbury Board of Education***

**FY2021-2022**

**May  
Expenditure Report**

ACCOUNT	CLASSIFICATION	FY 22 ORIGINAL BUDGET	FY 22 ADJUSTED BUDGET	MAY EXPENDITURE	MAY ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
<b>Salaries</b>								
511101	Administrators	\$9,148,549	\$9,148,549	\$7,890,564	\$0	\$1,257,985	\$8,987,201	\$161,348
511102	Teachers	\$60,583,833	\$58,376,271	\$46,621,274	\$0	\$11,754,997	\$57,891,051	\$485,220
511104	Superintendent	\$241,463	\$241,463	\$218,601	\$0	\$22,862	\$246,463	(\$5,000)
511106	Early Incentive Certified	\$825,000	\$825,000	\$1,098,612	\$0	(\$273,612)	\$1,098,612	(\$273,612)
511107	Certified Coaches	\$770,000	\$770,000	\$468,922	\$0	\$301,078	\$721,004	\$48,996
511108	School Psychologists	\$1,780,814	\$1,285,814	\$956,510	\$0	\$329,304	\$1,203,495	\$82,319
511109	School Social Workers	\$1,982,826	\$1,982,826	\$1,368,824	\$0	\$614,002	\$1,721,436	\$261,390
511110	Speech Pathologists	\$2,320,964	\$2,320,964	\$2,068,742	\$0	\$252,222	\$2,543,474	(\$222,510)
511111	Ass. Superintendent	\$153,000	\$153,000	\$144,116	\$0	\$8,884	\$163,154	(\$10,154)
511113	Extra Compensatory Stipend	\$105,000	\$105,000	\$4,249	\$0	\$100,751	\$98,607	\$6,393
511201	Non-Certified Salaries	\$2,582,448	\$2,582,448	\$1,241,501	\$0	\$1,340,947	\$2,065,221	\$517,227
511202	Clerical Wages	\$1,127,953	\$1,127,953	\$896,408	\$0	\$231,545	\$1,027,124	\$100,829
511204	Crossing Guards	\$350,579	\$350,579	\$325,218	\$0	\$25,361	\$381,471	(\$30,892)
511206	Educational	\$508,703	\$508,703	\$172,414	\$0	\$336,289	\$205,790	\$302,913
511212	Substitute Teachers	\$150,000	\$150,000	\$280,642	\$34,917	(\$165,560)	\$333,686	(\$183,686)
511215	Cafeteria Aides	\$80,000	\$80,000	\$14,027	\$0	\$65,973	\$80,000	\$0
511217	Library Aides	\$185,775	\$185,775	\$71,717	\$0	\$114,058	\$80,319	\$105,456
511219	School Clerical	\$1,977,776	\$1,977,776	\$1,563,488	\$0	\$414,288	\$1,822,653	\$155,123
511220	Fiscal Administration	\$592,955	\$592,955	\$455,021	\$0	\$137,934	\$528,841	\$64,114
511222	Transportation Coordinator	\$111,666	\$111,666	\$96,634	\$0	\$15,032	\$112,096	(\$430)
511223	Office Aides	\$170,000	\$170,000	\$120,313	\$0	\$49,687	\$136,441	\$33,559
511225	School Maintenance Non-Certified	\$2,406,618	\$1,806,618	\$1,404,734	\$0	\$401,884	\$1,619,427	\$187,191
511226	Custodians Non-Certified	\$5,816,675	\$4,716,675	\$3,961,627	\$0	\$755,048	\$4,542,751	\$173,924
511227	Overtime - Outside Activities	\$250,000	\$250,000	\$127,306	\$0	\$122,694	\$131,872	\$118,128
511228	Paraprofessionals	\$10,764,977	\$9,064,977	\$7,679,963	\$0	\$1,385,014	\$8,701,690	\$363,287
511229	Bus Duty	\$250,000	\$250,000	\$2,984	\$0	\$247,016	\$542,319	(\$292,319)
511232	Attendance Counselors	\$124,517	\$124,517	\$98,187	\$0	\$26,330	\$117,983	\$6,534
511233	ABA Behavioral Therapist	\$1,756,450	\$1,256,450	\$989,581	\$0	\$266,869	\$1,146,908	\$109,542
511234	Interpreters	\$190,522	\$190,522	\$117,466	\$0	\$73,056	\$140,914	\$49,608
511236	Snow Removal	\$0	\$0	\$73,151	\$0	(\$73,151)	\$73,151	(\$73,151)
511238	Swing SSPP	\$0	\$0	\$13,322	\$0	(\$13,322)	\$15,000	(\$15,000)
511650	Overtime	\$640,000	\$640,000	\$765,711	\$0	(\$125,711)	\$780,000	(\$140,000)
511653	Longevity	\$11,515	\$11,515	\$10,155	\$0	\$1,360	\$10,155	\$1,360
511700	Extra Police Protection	\$551,773	\$551,773	\$134,818	\$0	\$416,955	\$600,991	(\$49,218)
511800	Vacation and Sick Term Payout	\$207,669	\$207,669	\$157,045	\$0	\$50,624	\$200,000	\$7,669
522501	Health Insurance-General	\$6,000,000	\$6,000,000	\$6,000,000	\$0	\$0	\$8,000,000	(\$2,000,000)
529001	Car Allowance	\$75,000	\$75,000	\$55,172	\$0	\$19,828	\$65,000	\$10,000
529003	Meal Allowances	\$19,800	\$28,800	\$27,187	\$3,050	(\$1,437)	\$30,237	(\$1,437)
<b>Subtotal Salaries</b>		<b>\$114,814,820</b>	<b>\$108,221,258</b>	<b>\$87,696,204</b>	<b>\$37,967</b>	<b>\$20,487,086</b>	<b>\$108,166,537</b>	<b>\$54,721</b>

ACCOUNT	CLASSIFICATION	FY 22 ORIGINAL BUDGET	FY 22 ADJUSTED BUDGET	MAY EXPENDITURE	MAY ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
<b>Purchased Services</b>								
533000	Professional Services	\$1,850,000	\$2,050,000	\$1,430,729	\$7,418	\$611,852	<b>\$2,188,147</b>	<b>(\$138,147)</b>
533009	Evaluation	\$12,500	\$2,500	\$1,649	\$0	\$851	\$1,649	\$851
533020	Consulting Services	\$337,125	\$314,875	\$200,344	\$100,284	\$14,247	<b>\$300,628</b>	\$14,247
533100	Auditing	\$52,955	\$52,955	\$52,955	\$0	\$0	\$52,955	\$0
539005	Sporting Officials	\$35,000	\$7,000	\$2,399	\$0	\$4,601	\$3,826	\$3,174
539008	Messenger Service	\$24,978	\$31,524	\$22,578	\$1,562	\$7,384	\$31,524	\$0
543000	General Repairs & Maintenance	\$1,263,103	\$1,564,753	\$1,174,380	\$289,923	\$100,450	<b>\$1,564,753</b>	\$0
543011	Maintenance - Service Contracts	\$730,000	\$730,000	\$561,939	\$130,556	\$37,506	\$692,495	\$37,505
544002	Building Rental	\$562,674	\$575,674	\$518,679	\$13,875	\$43,120	\$575,674	\$0
545002	Water	\$270,000	\$270,000	\$158,284	\$0	\$111,716	<b>\$220,010</b>	\$49,990
545006	Electricity	\$3,129,855	\$3,028,855	\$2,597,910	\$0	\$430,945	\$2,986,270	\$42,585
545013	Security/Safety	\$125,000	\$125,000	\$77,108	\$40,249	\$7,643	\$125,000	\$0
551000	Pupil Transportation	\$16,856,266	\$16,156,266	\$11,444,650	\$3,033,327	\$1,678,288	<b>\$14,873,615</b>	\$1,282,651
553001	Postage	\$60,000	\$60,000	\$36,513	\$0	\$23,487	\$45,000	\$15,000
553002	Telephone	\$250,000	\$186,350	\$130,527	\$3,000	\$52,823	\$150,000	\$36,350
553005	Wide-area Network (SBC)	\$93,600	\$93,600	\$4,016	\$56,630	\$32,954	<b>\$93,600</b>	\$0
556055	Tuition - Outside	\$9,700,000	\$12,252,562	\$10,513,280	\$702,515	\$1,036,767	<b>\$12,308,677</b>	<b>(\$56,115)</b>
556056	Purchased Service - Outside	\$3,000,000	\$3,400,000	\$2,416,443	\$476,400	\$507,157	<b>\$3,100,373</b>	<b>\$299,627</b>
557000	Tuition Reimbursement	\$6,000	\$16,000	\$14,381	\$0	\$1,620	\$16,000	\$0
558000	Travel Expenses	\$20,000	\$20,000	\$890	\$4,400	\$14,710	\$5,877	\$14,123
559001	Advertising	\$20,000	\$13,000	\$1,972	\$1,110	\$9,918	\$3,082	\$9,918
559002	Printing & Binding	\$15,000	\$22,000	\$8,500	\$2,700	\$10,800	\$22,000	\$0
559104	Insurance - Athletics	\$26,000	\$21,036	\$21,036	\$0	\$0	\$21,036	\$0
<b>Subtotal Purchased Services</b>		<b>\$38,440,056</b>	<b>\$40,993,950</b>	<b>\$31,391,164</b>	<b>\$4,863,949</b>	<b>\$4,738,838</b>	<b>\$39,382,190</b>	<b>\$1,611,760</b>
<b>Supplies/Materials</b>								
561100	Instructional Supplies	\$1,620,000	\$1,551,907	\$1,156,740	\$298,143	\$97,024	\$1,551,907	\$0
561200	Office Supplies	\$71,840	\$75,817	\$51,118	\$18,728	\$5,971	\$74,128	\$1,690
561204	Emergency/Medical Supplies	\$2,000	\$2,000	\$1,875	\$0	\$125	\$1,875	\$125
561210	Intake Center Supplies	\$3,500	\$17,500	\$2,836	\$13,774	\$891	\$17,500	\$0
561211	Recruitment Supplies	\$50,000	\$50,000	\$25,651	\$7,543	\$16,806	\$50,000	\$0
561212	Medicaid Supplies	\$12,500	\$12,500	\$3,734	\$714	\$8,052	\$12,500	\$0
561501	Diesel	\$125,865	\$132,885	\$106,146	\$4,923	\$21,817	\$116,103	\$16,782
561503	Gasoline	\$35,000	\$175,300	\$67,318	\$24,809	\$83,173	\$175,300	\$0
561505	Natural Gas	\$1,666,000	\$1,734,980	\$1,559,465	\$0	\$175,515	\$1,876,741	<b>(\$141,761)</b>
561507	Janitorial Supplies	\$200,000	\$200,000	\$105,727	\$82,435	\$11,838	\$200,000	\$0
561508	Electrical Supplies	\$50,000	\$53,650	\$23,031	\$29,473	\$1,146	\$53,650	\$0
561509	Plumbing Supplies	\$100,000	\$104,000	\$77,005	\$24,694	\$2,301	\$104,000	\$0
561510	Building & Ground Supplies	\$150,000	\$245,000	\$192,184	\$44,602	\$8,215	\$245,000	\$0
561511	Propane	\$331,219	\$190,919	\$176,761	\$3,317	\$10,842	\$190,919	\$0
567000	Clothing Supplies	\$40,000	\$35,600	\$29,058	\$4,211	\$2,332	\$35,600	\$0
567001	Crossing Guard Uniforms	\$2,000	\$2,000	\$1,653	\$0	\$347	\$1,653	\$347
569010	Recreational Supplies	\$15,000	\$14,102	\$14,102	\$0	\$0	\$14,102	\$0
569029	Athletic Supplies	\$130,000	\$136,058	\$102,007	\$27,813	\$6,238	\$136,058	\$0
<b>Subtotal Supplies/Materials</b>		<b>\$4,604,924</b>	<b>\$4,734,218</b>	<b>\$3,696,410</b>	<b>\$585,179</b>	<b>\$452,629</b>	<b>\$4,857,035</b>	<b>(\$122,817)</b>

ACCOUNT	CLASSIFICATION	FY 22 ORIGINAL BUDGET	FY 22 ADJUSTED BUDGET	MAY EXPENDITURE	MAY ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
<b>Property</b>								
575008	Furniture-Misc.	\$50,000	\$7,874	\$6,621	\$1,248	\$5	\$7,870	\$4
575200	Office Equipment	\$160,000	\$160,000	\$51,580	\$107,613	\$807	\$160,000	\$0
575408	Plant Equipment	\$40,000	\$40,000	\$36,125	\$2,838	\$1,037	\$40,000	\$0
<b>Subtotal Property</b>		<b>\$250,000</b>	<b>\$207,874</b>	<b>\$94,326</b>	<b>\$111,699</b>	<b>\$1,849</b>	<b>\$207,870</b>	<b>\$4</b>
<b>Other/Miscellaneous</b>								
589021	Mattatuck Museum	\$13,000	\$13,000	\$10,035	\$2,340	\$625	\$12,375	\$625
589034	Board of Ed Commissioners	\$20,700	\$20,700	\$18,976	\$0	\$1,724	\$20,700	\$0
589036	Emergency Fund	\$9,500	\$9,500	\$9,281	\$0	\$219	\$9,281	\$219
589201	Mileage	\$20,000	\$18,000	\$4,066	\$0	\$13,934	\$7,000	\$11,000
589205	Coaches Reimbursements	\$7,000	\$7,000	\$1,772	\$0	\$5,228	\$3,500	\$3,500
589900	Dues & Publications	\$60,000	\$64,500	\$60,825	\$0	\$3,676	\$64,500	\$0
591002	Transfer to Sinking Fund	\$0	\$3,950,000	\$0	\$0	\$3,950,000	<b>\$5,104,042</b>	<b>(\$1,154,042)</b>
591004	Athletic Revolving Fund	\$135,000	\$135,000	\$115,850	\$19,150	\$0	\$135,000	\$0
<b>Total Other/Miscellaneous</b>		<b>\$265,200</b>	<b>\$4,217,700</b>	<b>\$220,804</b>	<b>\$21,490</b>	<b>\$3,975,406</b>	<b>\$5,356,398</b>	<b>(\$1,138,698)</b>
<b>GRAND TOTAL OPERATING BUDGET</b>		<b>\$158,375,000</b>	<b>\$158,375,000</b>	<b>\$123,098,907</b>	<b>\$5,620,284</b>	<b>\$29,655,809</b>	<b>\$157,970,030</b>	<b>\$404,970</b>
<b>Other Additional Funding</b>								
	Alliance Non-Reform/Reform	<b>\$27,881,827</b>	<b>\$27,881,827</b>	<b>\$22,082,862</b>	<b>\$0</b>	<b>\$5,798,965</b>	<b>\$27,881,827</b>	<b>\$0</b>
	GF Surplus 15-16	\$1,000,000	\$1,000,000	\$0	\$0	\$1,000,000	<b>\$0</b>	\$1,000,000
	GF Surplus 14-15	\$1,000,000	\$1,000,000	\$0	\$0	\$1,000,000	<b>\$0</b>	\$1,000,000
	GF Surplus 16-17	\$450,000	\$450,000	\$0	\$0	\$450,000	<b>\$0</b>	\$450,000
	Contingency Surplus	\$675,000	\$675,000	\$0	\$0	\$675,000	<b>\$0</b>	\$675,000
	City Non Lapsing Account	\$500,000	\$500,000	\$0	\$0	\$500,000	<b>\$0</b>	\$500,000
<b>Total Additional Funding</b>		<b>\$31,506,827</b>	<b>\$31,506,827</b>	<b>\$22,082,862</b>	<b>\$0</b>	<b>\$9,423,965</b>	<b>\$0</b>	<b>\$3,625,000</b>
<b>GRAND TOTAL ALL FUNDING</b>		<b>\$189,881,827</b>	<b>\$189,881,827</b>	<b>\$145,181,769</b>	<b>\$5,620,284</b>	<b>\$39,079,774</b>	<b>\$0</b>	<b>\$4,029,970</b>



## COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

**WORKSHOP: Thursday, July 7, 2022**

**BOARD MEETING: Thursday, July 28, 2022**

TO THE BOARD OF EDUCATION  
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommends approval of the use of school facilities, at no charge, by the following school organizations and/or City departments:

<b>GROUP</b>	<b>FACILITIES AND DATES/TIMES</b>
M. Bergin	Rotella aud, café: Wed., Aug. 24 <sup>th</sup> 8am-3pm Prof. Development (creative curriculum)
M. Bergin	Rotella aud., café: Mon. Oct. 3 <sup>rd</sup> 8am-3pm Prof. Development (Pre Kdg.)
J. Sarja	Crosby aud. & 7 classrooms: Aug. 24 <sup>th</sup> & 25 <sup>th</sup> 8am – 3pm (Professional Development)
J. Sarja	Wallace media center: June 29 <sup>th</sup> & 30 <sup>th</sup> 8am-3pm (curriculum meeting and planning)
K. Nizzardo	Wallace café and 10 classrooms: : Wed., Aug. 24 <sup>th</sup> 8am – 3pm (Science Professional Learning – Supt's. Convocation)

Approved

\_\_\_\_\_  
Ann Sweeney

\_\_\_\_\_  
Dr. Verna D. Ruffin  
Superintendent of Scho

Book

JUN 16 2022

## SCHOOL PERSONNEL USE ONLY

DATE: 6/16/2022

TO: SCHOOL BUSINESS OFFICE

FROM: Maureen Bergin / OEC

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Rotella Magnet School

☒ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

DATES REQUESTED: August 24, 2022

FROM: 8:00 am/pm TO: 3:00 am/pm

FOR THE FOLLOWING PURPOSES:

Professional Development - Creative Curriculum  
- Projector, Screens, Cables hook up needed

Maureen Bergin  
APPLICANT

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

Book

JUN 16 2022

## SCHOOL PERSONNEL USE ONLY

DATE: 6/16/2022

TO: SCHOOL BUSINESS OFFICE

FROM: Maureen Bergin / OEC

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Retella Magnet School

☒ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

DATES REQUESTED: October 3, 2022

FROM: 8:00 am/pm TO: 3:00 am/pm

FOR THE FOLLOWING PURPOSES:

Professional Development - PreK  
Projector / laptop connectors, screens needed

Maureen Bergin  
APPLICANT

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

Book

SCHOOL PERSONNEL USE ONLY

DATE: 6.24.22

TO: SCHOOL BUSINESS OFFICE

FROM: Jen Sarja Secondary ELA

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Crosby

☒ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

7 classrooms

DATES REQUESTED: 8.24.22 - 8.25.22

FROM: 8 am/pm TO: 3 pm

FOR THE FOLLOWING PURPOSES:

Professional Development

[Signature]  
APPLICANT

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.



Book

SCHOOL PERSONNEL USE ONLY

DATE: 6.21.22  
TO: SCHOOL BUSINESS OFFICE Sandy McCastland  
FROM: Jen Sarja - ELA

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Wallace Middle School

Library Media Center  
☒ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: June 29-30  
FROM: 8 am/pm TO: 3 am/pm

FOR THE FOLLOWING PURPOSES:

Curriculum Meeting + Planning

APPLICANT

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

hook

## SCHOOL PERSONNEL USE ONLY

DATE: 6/20/22

TO: SCHOOL BUSINESS OFFICE

FROM: Kari Nizzardo

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Wallace Middle School

☐ Auditorium      ☐ Gymnasium      ☐ Swimming Pool      ☒ Café/Rooms

DATES REQUESTED: August 24, 2022

FROM: 8 AM am/pm      TO: 3 PM am/pm

### FOR THE FOLLOWING PURPOSES:

Science Professional Learning- Superintendent's Convocation From 8-10 in  
Cafeteria. We will need 10 classrooms for content-area break out rooms.

Kari Nizzardo  
APPLICANT

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### Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

## COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

**WORKSHOP:** Thursday, July 7, 2022

**BOARD MEETING:** Thursday, July 28, 2022

**TO THE BOARD OF EDUCATION  
WATERBURY, CONNECTICUT**

**LADIES AND GENTLEMEN:**

**With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommends approval of the use of school facilities by groups and organizations, subject to fees and insurance as required.**

<b>GROUP</b>	<b>FACILITIES AND DATES/TIMES</b>
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**REQUESTING WAIVERS:**

Hoops for Life	Reed gym: Sat. July 9 <sup>th</sup> & 16 <sup>th</sup> 10am – 1pm	Basketball games (\$336.)
D. Fryer	West Side gym: Sat. Aug. 6 <sup>th</sup> , 13 <sup>th</sup> , Sun. Aug. 7 <sup>th</sup> 5pm – 9pm	(\$756.)
CT. Rebound	Wilby gym: Saturdays 7/9 – 8/20/22 11:00am – 3:00pm	(\$1,470.)
D. Parker	(summer basketball program)	

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**GROUPS NOT SUBJECT TO FEES OR WAIVER DUE TO TIME OF USE OR PREVIOUS WAIVER:**

Hoops for Life	Reed gym: weekdays July 5 <sup>th</sup> – Aug. 17 <sup>th</sup> 5 -9pm	(basketball program)
D. Fryer	West Side gym: weekdays July 5 <sup>th</sup> – Aug. 17 <sup>th</sup> 5-9pm	(basketball program)
Rencely Basketball T. Morrison	Kennedy gym: July 5-July 29 5:30-9:00pm Mon-Fri.	(athletic training)
CT. Rebound	Wilby gym: Monday & Thursday 7/7, 11, 14 6:00-8:30pm and	
D. Parker	Fridays 7/8 – 8/19/22 6:00-8:30pm	

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**MONIES COLLECTED TO DATE:**

**\$ 57,755.25**

**Approved:**

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**Ann Sweeney**

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**Dr. Verna D. Ruffin**  
**Superintendent of Schools**



hook

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

CONTRACT#

APPLICANT DENEEN FRYEE NAME OF ORGANIZATION Hoops4Life, Inc  
ADDRESS 232 N. Elm Street Waterbury CT 06702 TELEPHONE # 203 585-4380  
(street) (city) (state) (zip code) 203 232-4578  
SCHOOL REQUESTED Johnston Red LT DATES See Attachment ROOM(S) Gym  
OPENING TIME 10pm CLOSING TIME 1pm PURPOSE Basketball game  
ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO N/A  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT ADULTS 20 CHILDREN 20  
SIGNATURE OF APPLICANT Deneen Fryee DATE 6/13/2020

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Randy Brooks 4 orange st (203) 437-2205

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

SCHEDULE OF RATES: CUSTODIAL FEES:

\$42/HR plus 1 HR service (\$336.)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE ☒ YES ☐ NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE \_\_\_\_\_

SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

7/9 + 7/16

10 AM - 1 PM

Saturdays

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

APPLICANT/ORGANIZATION:

Hoopscycle, Inc

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED:

Johnston Reed (Gym)

DATE(S): 7/7, 7/16

TIMES: 1000 am - 1:00 pm

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

6/13/2022

Date

[Signature]

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$

336.5

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

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

ATTEST \_\_\_\_\_

Clerk, Board of Education



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

CONTRACT#

APPLICANT DENEEN FRYER NAME OF ORGANIZATION Hoops4Life, Inc  
ADDRESS 232 N. Elm Street Ct 06702 TELEPHONE # 203 585-4340  
Waterbury (city) (state) (zip code) 203 232-4578  
SCHOOL REQUESTED See Attachment ROOM(S) Gym  
OPENING TIME Sp CLOSING TIME 9pm PURPOSE Basketball game  
ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO N/A  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT ADULTS 20 CHILDREN 20  
SIGNATURE OF APPLICANT Deneen Fryer DATE 6/13/2020

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Randy Brooks 4 orange st (203) 437-2205

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

SCHEDULE OF RATES: CUSTODIAL FEES:

\$42/HR plus 1HR service (\$756.)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE ☒ YES ☐ NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE \_\_\_\_\_

SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

August  
16, 17, 13

USE OF SCHOOL FACILITIES  
WAIVER REQUEST  
(to be submitted with use of Building Permit)

APPLICANT/ORGANIZATION: Hoops4life Inc.

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: West Side Gym

DATE(S): 8/6 - 8/7 8/13

TIMES: 10:00am - 3:00p

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

6/13/22

Date

Pamela Lopez

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$

756.-

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

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

ATTEST \_\_\_\_\_

Clerk, Board of Education



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

CONTRACT#

1700k  
APPLICANT DeVonne Parker NAME OF ORGANIZATION CT Rebound  
ADDRESS 146 N. Wood Wry CT 06708 TELEPHONE # (203) 228-3144  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED W. P. B. DATES 7/9/12 - 8/20/12 ROOM(S) 674  
OPENING TIME 11 AM CLOSING TIME 3 PM PURPOSE Basketball  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 3 CHILDREN 48  
SIGNATURE OF APPLICANT [Signature] DATE 6-30-12

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \*

DeVonne Parker Syran Heron Andrew Williams  
In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. [Signature] (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR service (\$1470.-)

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE ✓ YES \_\_\_\_\_ NO \_\_\_\_\_

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE \_\_\_\_\_

SCHOOL BUSINESS OFFICE

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

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



APPLICANT/ORGANIZATION:

CT Rebound

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED:

Wilby Gym

DATE(S):

7/9 - 8/20/22 Sat.

TIMES:

11 AM - 3 PM

DATE(S):

TIMES:

DATE(S):

TIMES:

DATE(S):

TIMES:

DATE(S):

TIMES:

DATE(S):

TIMES:

6-30-22

Date

[Signature]

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$

1470.

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

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

ATTEST:

Clerk, Board of Education



*Hook*

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

CONTRACT#

APPLICANT DENEEN FRYEE NAME OF ORGANIZATION Hoops4Life, Inc  
ADDRESS 232 N. Elm Street Wth 02622 TELEPHONE # 203 585-4340  
(street) (city) (state) (zip code) 203 232-4578  
SCHOOL REQUESTED Johnston Road DATES See attachment ROOM(S) Gym  
OPENING TIME 5p CLOSING TIME 9pm PURPOSE Basketball game  
ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO N/O  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT ADULTS 20 CHILDREN 20  
SIGNATURE OF APPLICANT Deneen Frye DATE 6/13/2020

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Randy Brooks 4 orange st (203) 437-2205

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

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE \_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_

PLEASE READ THE FOLLOWING CAREFULLY

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

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APPROVAL DATE \_\_\_\_\_ SCHOOL BUSINESS OFFICE \_\_\_\_\_

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White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

*\* August 8 + 9  
Gym NOT  
Available*

# Hoops 4 Life

SCHOOL/ROOMS REQUESTED: Johnston Reed Sch (Gym)

DATE(S): 7/5 7/6 7/7 7/8

TIMES: 5p - 9p

DATE(S): 7/11 7/12 7/13 7/14 7/15

TIMES: " "

DATE(S): 7/18 7/19 7/20 7/21 7/22

TIMES: 5p 9p

DATE(S): 7/25 7/26 7/27 7/28

TIMES: " "

DATE(S): 8/1 8/2 8/3 8/4 8/5

TIMES: " "

DATE(S): 8/8 8/9 8/10 8/11 8/12

TIMES: " "

8/15 8/16 8/17

6/13/2022

Date

Ben Lopez  
Signature



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

CONTRACT#

APPLICANT DENEEN FRYEE NAME OF ORGANIZATION Hoops4Life Inc  
ADDRESS 232 N. Elm Street TELEPHONE # 203 595-4340  
(street) (city) (state) (zip code) 203 232-4578  
SCHOOL REQUESTED Wat Side DATES see Attachment ROOM(S) Gym  
OPENING TIME 5p CLOSING TIME 9pm PURPOSE Basketball game  
ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO N/D  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 20 CHILDREN 20  
SIGNATURE OF APPLICANT Deneen Fryee DATE 6/13/2020

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Randy Blouks 4 orange st (203) 437-2205

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

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE \_\_\_\_\_ YES \_\_\_\_\_ NO

PLEASE READ THE FOLLOWING CAREFULLY

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APPROVAL DATE \_\_\_\_\_ SCHOOL BUSINESS OFFICE

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White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

Hoops 4 Life

SCHOOL/ROOMS REQUESTED: WEST MIDDLE SCHOOL GYM

DATE(S): 7/5 7/6 7/7 7/8

TIMES: 5:00 p - 9 p

DATE(S): 7/11 7/12 7/13 7/14 7/15

TIMES: 5:00 p 9 p

DATE(S): 7/18 7/19 7/20 7/21 7/22

TIMES: " "

DATE(S): 7/25 7/26 7/28 7/29

TIMES: " "

DATE(S): 8/1 8/2 8/3 8/4 8/5

TIMES:

DATE(S): 8/8 8/9 8/10 8/11 8/12

TIMES:

7/14 7/19 7/20 7/21

6/13/22

Diana Jones

*Book*

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

CONTRACT#

APPLICANT DENEEN FRYEE NAME OF ORGANIZATION Hoop4Life, Inc  
ADDRESS 232 N. Elm Street CT 06702 TELEPHONE # 203 595-4340  
Waterbury (street) (city) (state) (zip code) 203 232-4578  
SCHOOL REQUESTED Waterbury DATES Attachment ROOM(S) Gym  
OPENING TIME Sp CLOSING TIME 9pm PURPOSE Basketball game  
ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO N/D  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT ADULTS 20 CHILDREN 20  
SIGNATURE OF APPLICANT Deneen Fryer DATE 6/13/2020

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Randy Blouks 4 orange st (203) 437-2205

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

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE YES \_\_\_\_\_ NO \_\_\_\_\_

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APPROVAL DATE \_\_\_\_\_ SCHOOL BUSINESS OFFICE \_\_\_\_\_

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

*August 15, 16, 17*



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

CONTRACT#

*hook*  
APPLICANT Terrance Morrison NAME OF ORGANIZATION Bencely LLC  
ADDRESS 482 Wolcott St. Wtby CT 06705 TELEPHONE # (203) 565-9293  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Kennedy DATES Monday-Friday ROOM(S) Gym  
OPENING TIME 5:30 CLOSING TIME 9:00pm PURPOSE Athletic Training  
ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO N/A

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 1-2 CHILDREN 10-15

SIGNATURE OF APPLICANT Terrance Morrison DATE 6-10-22

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Terrance Morrison 482 Wolcott St. Wtby CT 06705 (203) 565-9293

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

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE \_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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APPROVAL DATE \_\_\_\_\_

SCHOOL BUSINESS OFFICE

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

*July 5<sup>th</sup> to July 29<sup>th</sup>*

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

CONTRACT#

APPLICANT DeVonne Parker NAME OF ORGANIZATION CT Rebound  
ADDRESS 146 N. Wood Wpy CT 06708 TELEPHONE # (203) 228-3144  
(street) (city) (state) (zip code)

SCHOOL REQUESTED W. H. Bly DATES 7/9 - 8/20/22 ROOM(S) 674

OPENING TIME 6 pm CLOSING TIME 8:30 pm PURPOSE Basketball

ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 3 CHILDREN 48

SIGNATURE OF APPLICANT [Signature] DATE 6-30-22

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \*

DeVonne Parker Byram Heron, Andrew Williams

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

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

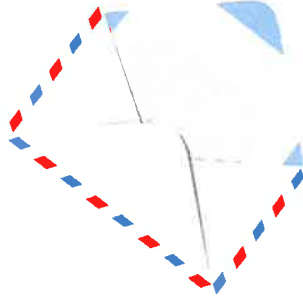
IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE \_\_\_\_\_

SCHOOL BUSINESS OFFICE

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





# COMMUNICATIONS



June 14, 2022 through  
July 5, 2022



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

June 6, 2022

Julian Murta  
227 Jones Rd.  
Naugatuck, CT 06770

Dear Mr. Murta:

We are pleased to receive your acceptance of our offer of temporary and at will employment for the position of Temporary Maintainer I - FEMA (Req #2022699) for the Department of Education.

In this position your starting compensation will be \$15.54 per hour for a total of 40 hours per week. Please be advised that this offer is for a period of time not to exceed twelve (12) months in duration.

Your first day reporting to the Department of Education will be June 16, 2022.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West  
Human Resources Generalist

NW/sd

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Mike Konopka, School Inspector  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

June 6, 2022

Zachary Oyola  
94 Brookview Ave.  
Waterbury, CT 06706

Dear Mr. Oyola:

We are pleased to receive your acceptance of our offer of temporary and at will employment for the position of Temporary Maintainer I - FEMA (Req #2022626) for the Department of Education.

In this position your starting compensation will be \$15.54 per hour for a total of 40 hours per week. Please be advised that this offer is for a period of time not to exceed twelve (12) months in duration.

Your first day reporting to the Department of Education will be June 16, 2022.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West  
Human Resources Generalist

NW/sd

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Mike Konopka, School Inspector  
file



## Carrie Swain

---

**From:** ANN SWEENEY  
**Sent:** Monday, June 13, 2022 4:53 PM  
**To:** Carrie Swain  
**Subject:** Fwd: Covid update on nih.gov

Carrie, for the record.  
Ann

Sent from my iPhone

Begin forwarded message:

**From:** Drew S <drewects@gmail.com>  
**Date:** June 13, 2022 at 12:22:26 PM EDT  
**To:** KAREN HARVEY <kharvey@waterbury.k12.ct.us>, "CHARLES L. STANGO" <clstango@waterbury.k12.ct.us>, "THOMAS VAN STONE SR." <tvanstone@waterbury.k12.ct.us>, ELIZABETH BROWN <ebrown@waterbury.k12.ct.us>, JUANITA HERNANDEZ <jhernandez@waterbury.k12.ct.us>, CHARLES PAGANO <cpagano@waterbury.k12.ct.us>, MELISSA SERRANO ADORNO <mserranoadorno@waterbury.k12.ct.us>, ANN SWEENEY <asweeney@waterbury.k12.ct.us>  
**Subject:** Covid update on nih.gov

**EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.**

This article is long, but a complete breakdown of what happened during the last 2 years. It's actually on the nih .gov site which is surprising.

<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC9062939/>

Drew Serrano  
Waterbury resident

On Wed, Dec 15, 2021, 2:28 PM Drew S <drewects@gmail.com> wrote:  
The creator of the mRNA technology came out today with a statement- <https://mobile.twitter.com/BreesAnna/status/1470759488194248707>

This is great interview with Peter McCullough who should take Fauci's job-  
<https://rumble.com/vqt3p6-jre-1747-dr.-peter-mccullough.html>

Have a great day,

Drew Serrano

On Sun, Aug 22, 2021, 9:33 AM Drew S <drewects@gmail.com> wrote:  
Just wanted to pass this along. Not sure how involved you are with the overall picture of the vaccination campaign. Especially when it comes to children. You can choose to ignore it, but

as individuals involved in the lives of many children I would think you want to be as informed as possible.

Regards,

Drew Serrano

<https://rumble.com/vkopys-a-pathologist-summary-of-what-these-jabs-do-to-the-brain-and-other-organs.html>

On Thu, Aug 19, 2021, 7:08 PM Drew S <[dreweacts@gmail.com](mailto:dreweacts@gmail.com)> wrote:

Thank you for your time tonight. I had more but didn't speak fast enough. I would ask you to please read what I had prepared. If you would like more info on anything let me know. Our kids are important, most important. Thank you again.

- Good evening board of education members,
- My name is Drew Serrano, father of a 12 year old daughter, local business owner, and Firefighter for the City
- Today I would like to talk about 2 of the most important things that are affecting our children today.
- Since the start of this pandemic I have questioned the motivations behind some of the approaches to keeping people safe and informed. I'm not alone, people around the world are questioning what is going on It started with:
  - The lockdowns of businesses, many whom have shuttered their doors
  - The daily "death ticker" on every major media outlet to instill fear. Imagine if the ticker counted deaths by heart disease, one every 38 seconds. Over 647,000 in 2017 alone, most recent released statistics.
  - The lack of transparency by federal officials when questioned about stats, mandates, therapeutics, and more
  - The censorship and shaming of leading doctors and scientists from around the world that have questions, countering advice, even warnings to what some health officials and governments around the world are pushing

- The discounting of therapeutics and prophylactics such as ivermectin, hydroxychloroquine, Vitamin C and D, and Zinc which have been clinically proven to work by hundreds of doctors across the US alone
  - The approach to vaccination that went from voluntary, to bribery, to coercion, to mandates.
  - The list goes on
- There is a lot that doesn't make sense at this point. More and more people are looking for the truth and are finding it outside of the nightly news.
- As I said I would like to focus on 2 areas greatly affecting our children, especially as they return to school. The first is masks.
- Since the beginning of the pandemic the cdc has changed its recommendations multiple times, and have ignored it's own studies and scientific data in each case.
- I have emailed some of you and have included some of the research and articles. These are not opinion pieces. They included studies by the National Institutes for Health, major news outlets, videos from lab tests, etc.
- The email included some examples of how masks don't work in everyday settings and the negative effects masking our children is having now and possibly long term
- I'll point to one such study I recently came across done by Brown University earlier this year. It was the largest study done so far, over 6 million students, on the effects of masking our school children and its relationship to the spread of covid: "In areas of high community transmission, masked school students saw a case rate (defined here as daily cases per 100,000) 37 percent higher than non-masked school students, or 19 cases per 100,000 in 'no masks required' schools vs 26 in 'masks required' schools. Even worse, staff experienced a case rate 84 percent worse in masked schools, at 19 cases per 100,000 in "no masks required" schools vs 35 in 'masks required' schools. In areas of

low or substantial community transmission, students experienced no difference in case rates while staff numbers in "masks required" schools were slightly worse."

- And one more article published on August 17<sup>th</sup>. The Director of the NIH Francis Collins admitted that the CDC guidelines for school masking was based on rare anecdotes not science. During the interview he confirms that transmission in schools is very rare, that children do not transmit as vigorously as adults, and that we need to just give CDC a break even if the data is not there to support it.
- But we are talking about our kids, and the current and very likely long term affects. Studies have shown that mask wearing increases Carbon Dioxide uptake, is affecting children's recognition of social cues, is causing facial skin issues, is causing malformation of ear cartilage, and like the Brown Study above is causing a worsening of the situation their use is supposed to prevent. Add to that the studies of what is on the mask at the end of a school day.
- One such study in Gainesville, FL (one of the studies that went into the FL decision to remove the mask mandate) sent six masks to a lab, University of Florida's Mass Spectrometry Research and Education Center, after one school day. 5 were worn by students 6-11 years old and 1 by an adult. The masks were worn for 5-8 hours. This is what was found:
  - "five of the six face masks were contaminated with parasites, fungi and bacteria. One mask was found to contain a virus that causes a fatal systemic disease in cattle and deer. Other pathogens that cause ulcers, acne and strep throat were detected as well. Of the six face masks, three were surgical, two were cotton and one poly gaiter. The controls for the study include unused face masks and a t-shirt worn at school."
- So let me add some of my experiences. Since the beginning of this whole outbreak I have been around politicians and community leaders who have not worn a mask in settings where it was and is recommended by the CDC. As early as May of 2020. Both at private gatherings and public settings. This is not to say they are wrong, I am

with them. I believe that they see the holes and fallacy of the mandate, but are following orders passed down. But it is not fair to our kids.

- I have gone to many restaurants over the course of the last year and a half. In the beginning of reopening the rule being pushed was you had to wear a mask to walk to your table, but then you could take it off. Does that make any sense what so ever? Does covid only spread when you are walking?
- I have spent this last year and a half engaging in public activities with my daughter. We rarely if ever have worn a mask. Most events were mask optional. 80-90% of parents chose to have their child maskless even though it has been consistently recommended by the CDC. Parents also see through the fallacy.
- And what harm are we doing to our kids psychologically. That we see kids walking in the open air by themselves with masks on. That some kids are afraid to take off their mask even for a second. I have seen both of these examples first hand. It is sad, but it is what is being pushed into their young developing minds.
- Statistically the risk to children by this virus is miniscule, almost non-existent. At a Senate hearing in June Senator Roger Marshall from Kansas was questioning CDC Director Walensky about how many children under 18 had died from Covid in this country. Her response was 400. He asked how many had pre-existing conditions. She did not know, but he did. It was zero.
- More healthy children are being harmed by the current vaccines than they are of the covid virus. But that is another subject.
- Let me close with this on masks. I am a firefighter. We go into fires. We wear a sealed face piece, sealed to our face by a rubber gasket. The mask is also pressurized, having constant air flowing to it. This is in case it does leak the pressure will push air out of the mask and not allow contaminants in. Do you know the size of smoke particle compared to the virus particle? Smoke is anywhere from 10-100 times larger, depending on what is burning, than the virus. And

we are to believe that a loose fitting mask is protecting our kids? It is not science.

- I am well aware of a recent legal opinion in this state that is trying to scare all school districts into complying with the mask mandate, Shipman & Goodwin LLP dated August 16<sup>th</sup>. They are trying to put you in a tough position, even if you do not believe in the mandate and see the negatives.
- Because of this you may not want to stick up for our kids. But at the very least you should try to inform yourselves and bring the information to the higher ups in our state that can make decisions based on science, studies, and facts. A majority of parents will be with you.
- The second issue is the coerced vaccination of our young healthy population. As I mentioned prior our young healthy children and young adults are at a minuscule risk if any.
- Some quick numbers from May: According to the CDC, the chance of surviving C-19 without any treatment at all: age 0-19 (99.997%) 20-50 (99.98%) 50-69(99.5%) and >age 70 (95%.) 80% of deaths are over the age of 70 with an average of 2.6 other serious medical conditions. Only 6% of deaths occur in persons without known serious problems. The average age of death of a C-19 patient exceeds the average national life expectancy. Thus, most of the reported C-19 deaths died with C-19 not from it.
- The Delta variant, by all accounts, is less deadly than the previous strains. So why are we coercing, mandating in colleges, mandating for employment in some cases, a vaccine that is shown to have serious side effects in some.
- There are over 570,000 adverse events reported to VAERS associated with the Covid vaccines. VAERS is said to have a 10% reporting average, meaning only 1-10% of adverse events are reported. Yes all vaccines have risks. This vaccine has had more injuries reported than all previous vaccines in the past 30 years, combined.

- In the mid 70's the swine flu vaccine was pulled because of 56 deaths reported. VAERS shows over 12,000 as of 8/6 associated with the covid vaccines. Does this make any sense?
- Numerous doctors and scientists around the world are raising the alarm about the vaccination of our younger population. And with good reason. More younger people are experiencing problems associated with the vaccine than covid itself. Heart issues, stroke, neurological. It is frightening. The stories from parents, the concern being raised by doctors and scientists, all being censored by the major platforms and overlooked by the main stream news. But the word is getting out none the less, and this is why people are hesitant.
- One such example of an injury is 12 year old Maddie de Garay of Ohio. In December she was part of the vaccine trial for 12-15 year olds. She is still injured. The ER stated it was from the vaccine. After the second shot she developed severe chest pain, neurological pain, erratic blood pressure and heart rate, dizziness, headaches, brain fog, seizures, verbal tics, loss of bladder control, feeding tube. The mother is heartbroken. Senator Ron Johnson is bringing her injury and thousands of others to light.
- Injuries are being censored by all of the outlets I mentioned above. Why? Where is the informed consent.
- I can go on. Let me end with this, for any of you that would like more information that you may not have seen please let me know. Weigh heavily the decisions you make and the power over our children you yield. Although the courts are protecting you now, you do not know what the future holds. And even if the courts do not hold our public officials and leaders liable, everyone has to live with their own decisions. And will be judged by those decisions.

--

Drew Serrano

[dserrano@ects.biz](mailto:dserrano@ects.biz)

President- East Coast Training Systems- [www.ects.biz](http://www.ects.biz)

Escape Alive Survival Skills- [www.escapealive.net](http://www.escapealive.net)

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236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

**REVISED**  
June 13, 2022

Emily Cortese  
69 Randolph Ave.  
Waterbury, CT 06710

Dear Ms. Cortese:

Your name is being certified to the Department of Education for the position of Attendance Counselor @ Wilby High School (Req. #2022758) at \$22.59 per hour.

Please call Michelle Baker, Principal @ Wilby High School to discuss the details of the position. The telephone number is (203) 574-8060.

**Your official start date in this position is June 22, 2022.**

Failure to call the above named individual by June 20, 2022 will result in your name being removed from the eligibility list.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

***Your new probationary period in accordance with your applicable contract will be 3 months in duration. The department head will be responsible for executing your probationary evaluation no later than 3 months from your first day in your new position.***

Sincerely,

Nicholle West  
Human Resources Generalist  
NW/sd

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Michelle Baker, Principal @ Wilby  
file





236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

**The City of Waterbury**  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

June 13, 2022

Nigeria Minchenko  
222 Bradley Ave., Bldg 7-4D  
Waterbury, CT 06708

Dear Ms. Minchenko:

This is to inform you that you are being transferred to the position of temporary Maintainer I – FEMA in the Department of Education – School Inspector's Office (Req. #2022701). Your rate of pay in this position will be \$15.54 per hour.

Your official start date in this position is June 16, 2022.

I hope that you are happy in your new assignment.

Sincerely,

Nicholle West  
Human Resources Generalist

NW/sd

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Michal Konopka, School Inspector  
Linda Franzese, Food Serv. Director  
File



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

June 15, 2022

Barry Frederick  
35 Chapel St.  
Milford, CT 06460

Dear Mr. Frederick:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Electrician (Req. #2021015) at \$24.02 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, June 23, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be June 23, 2022 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

***Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West  
Human Resources Generalist

NW/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Michal Konopka, School Inspector  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

June 15, 2022

Angel Caraballo  
27 Frederick St.  
Waterbury, CT 06710

Dear Mr. Caraballo:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I @ West Side Middle School (Req. # 2022506) at \$15.54 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, June 23, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be June 16, 2022 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

***Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West  
Human Resources Generalist  
NW/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Michal Konopka, School Inspector  
File



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

**The City of Waterbury**  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

June 16, 2022

Thomas Strachan  
250 Clinton Hill Rd.  
Wolcott, CT 06716


Dear Mr. Strachan:

This is to inform you that you are being transferred to the position of Building Facility Coordinator in the Department of Education. Your rate of pay will be the same.

Your start date in this new position will be June 23, 2022.

I hope that you are happy in your new assignment.

Sincerely,



Cherrie L. Lamb  
Assistant Director of Human Resources

CLL/sd

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Dan Barry, Security/Schl Safety Coord  
Raechel Guest, Director of SBL  
File



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

June 16, 2022

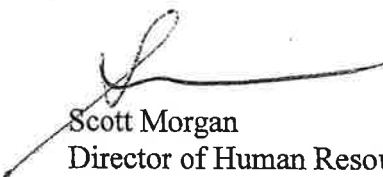
Melissa Thompson  
136 Sylvan Lake Rd.  
Oakville, CT 06779

Dear Ms. Thompson:

Your name is being certified to the Department of Education for the position of Teaching Vice-Principal @ Regan Elementary School (Req. #2021775C) (salary in accordance with the WTA contract).

Your official start date in this position will be August 24, 2022.

Sincerely,



Scott Morgan  
Director of Human Resources

SM/sd

cc: Board of Education  
Dr. Ruffin, Supt of Schools  
Angela Razza, Principal @ Regan Elem Schl  
file

## Carrie Swain

---

**From:** Tim Moynahan <tconstant@moynahanlawfirm.com>  
**Sent:** Friday, June 24, 2022 2:14 PM  
**To:** ELIZABETH BROWN; Carrie Swain; KAREN HARVEY; JUANITA HERNANDEZ; AMANDA NARDOZZI; Rocco Orso; CHARLES PAGANO; MELISSA SERRANO ADORNO; CHARLES L. STANGO; ANN SWEENEY; THOMAS VAN STONE SR.  
**Subject:** Breaking down the Declaration

**EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.**

May I respectfully request that we begin at the beginning. Let's begin by Breaking Down our Declaration not shattering it. Let's begin a rigorous study of the glories of our Founding documents without shrinking from the dispiriting circumventions and debasing of it. And let us, according to the admonishment received since our nascent days, be ever vigilant, indeed, eternally so, for the achievement of our ideals. Let us be conscious all the while of our grievous failings and, especially in this present moment, fully alert to those malefactors who plot to destroy us from within. We are capable of "separating the wheat from the chaff," so that in the long struggle towards goodness and greatness, will we eliminate the tares from our fields of waving grain, "to form a more perfect union" celebrating the brotherhood of man. Together let us cultivate the soil of our compassion and "let freedom reign."

I'm learning that Board of Education members are invariably motivated to scrupulously serve the best interests of the students who matriculate in the systems over which they exercise authority. Without exception they acknowledge the indispensability of critical thinking for young people immersed in the educative enterprise during the most impressionable and vulnerable years of their lives. "As the twig is bent so the tree will grow."

These dedicated individuals are deluged with information from competing interests intended to affect the outcomes of the nurturing instruction with which we intend to imbue our youth. It is a monumental undertaking which is time consuming, exhausting, and requires finely honed discretion. Thus, it is imperative that teachers and administrators receive the full attention and support of parents and all community residents, to ensure that the transparent endeavor is seamless and mutually supportive. The shared goal, the best interests of the moral and intellectual well-being of the children, is always paramount. We are obliged to line up with our allies and line against our adversaries and to know the difference.

It is not difficult to identify those whose efforts and influences are inimical to the paradigm we seek to attain. There is one teaching that is a predicate for the formation of healthy and wholesome characters, necessary for the survival and flourishing of our nation. To find the cause of our ills in something outside ourselves is the modus operandi of the mass movement seeking to redefine and assert control of our educational system.. It creates a false pretext to advance and conceal a malevolent goal. It is convenient to establish a specific grievance which can be eliminated. To assert that the cause of all our troubles is that we are victims or oppressors, is a devious mischaracterization of reality. It is a doctrine that undermines personal dignity, blurs decency and kindness, cheapens human life, and breeds ill will and suspicion. It is ultimately divisive, incentivizes hatreds, invokes animosities, and must be opposed unequivocally.

To alter the insidious dynamic which contorts and mutilates our relationships we must have an acute awareness of who and what they are and who and what we are. The playing fields for enlightened citizenship are the classrooms of k-8 and it is in them that our sacred values must be interwoven with reading, writing and arithmetic, with history, geography, biology and all.

• nation's young people-and their parents.

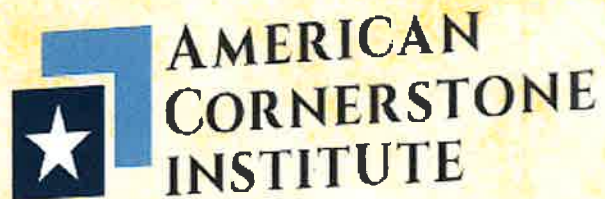
the public school system, more and more Americans are growing unaware of our country's great history and c  
/ are too often forgotten or overlooked in the 21st century. That's why I am committed to having conversations  
resources for Americans.

ial to self-government-and the future of freedom. That's why I've issued a challenge to patriots like you to read  
Perfect Union Project.

document is so rich with wisdom and eternal truths, I've asked my team at ACI to put together a helpful guide th

[Be sure you get a free copy of this latest eBook: \*Breaking Down the Declaration\*.](#)





Faith. Liberty. Community. Life.

# **BREAKING DOWN — THE — DECLARATION**



cover:

ending the Declaration of Independence and why our Founders drafted it  
the Declaration and what they meant for the establishment of our nation  
original offenses are being repeated by our own government today

his secure link: <https://offers.americancornerstone.org/breaking-down-the-declaration/>

family, friends, and anyone you know in our younger generations.

ating itself, it is critical that we educate as many people as possible.

ccess right now: <https://offers.americancornerstone.org/breaking-down-the-declaration/>

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**From:** noreply@cabe.myenotice.com on behalf of CABA Policy Highlights <noreply@cabe.myenotice.com>  
**Sent:** Friday, June 24, 2022 8:40 AM  
**To:** Carrie Swain  
**Subject:** CABA Policy Highlights 6-24-2022

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## **CABA Policy Highlights**

Conrad Vahlsing, Staff Attorney

June 24, 2022

Volume 21 Issue 24

**For a PDF version of this Policy Highlights, [Click Here](#)**

**New Federal Parent and Family Group; Local Parental Involvement Policies:** As the school year winds down for teachers and students, and some staff, this time of year may present a good opportunity to reflect upon community relations within our districts. Specifically, parental involvement in public education. There are two recent developments related to this topic, with one being very recent: the June 14 launch of the federal National Parents and Families Engagement Council.

The other development, while not as recent as the new federal Council, is still fairly recent: last year's legislative changes to our state parental involvement requirements, included in Public Act No. 21-46. Some of these changes were required by the start of the 2021-22 school year, but others were not mandated until January 1, 2022. This *Policy Highlights* will discuss these important requirements.

**New Federal Parent and Family Group:** On June 14, the U.S. Department of Education (DOE) launched the National Parents and Families Engagement

Council. According to a same-day DOE press release, the Council is intended "to facilitate strong and effective relationships between schools and parents."

At launch, members of the Council include representatives from approximately fourteen groups, primarily national parent, family, and caregiver advocate organizations. These groups include the Council of Parent Attorneys and Advocates (COPAA), the National Association for Family, School, and Community Engagement (NAFSCE), and the National Parent Teacher Association (PTA), among others.

The DOE describes the Council as being focused on facilitating engagement at the local level and as a "channel" for participation by "helping [parents and families] understand the rights they have, create a feedback loop with schools to shape how American Rescue Plan (ARP) funds are deployed to meet students' needs, and identify summer learning and enrichment opportunities for children in their communities." The Council is so recently formed that it is unclear if and how its deliberations will influence state or federal law, especially funding and mandates related to funding. For now, it is a point of interest worth bringing to the attention of local and regional districts in Connecticut.

**Local Parental Involvement Policies:** Since September 1998, local and regional school districts in Connecticut have been mandated to have a policy encouraging parent-teacher communication. Last year, Public Act No. 21-46 made modifications to the requirements of such policies, primarily by adding two additional subdivisions to the most relevant state statute.

The requirements of these new subdivisions should have already been addressed by districts (with part of the requirements being mandated by July 1, 2021, and others by January 1, 2022). However, they are being discussed in this *Highlights* for two reasons. First, to bring attention to the requirements more widely. And second (and arguably more important), if a district initiates a program of remote learning in its high schools this upcoming school year (as allowed under the same PA 21-46, and modified this year in PA 22-80) there will be additional requirements triggered under the relevant statute. Specifically, in regards to the

number of parent-teacher conferences required in a given school year, as will be discussed below.

What remains unchanged is that the statute requires districts to have a policy and procedures that "encourage parent-teacher communication." The same subdivision, newly re-numbered as Section 10-221(g)(1), includes possible but not mandated options for fulfilling this charge:

- monthly newsletters
- required regular contact with all parents
- flexible parent teacher conferences
- drop-in hours for parents
- home visits
- the use of technology such as homework hotlines to allow parents to check on their children's assignments and students to get assistance if needed

The same subdivision continues to mandate that districts conduct two "flexible parent-teacher conferences for each school year," a requirement that has been in place since 2010. However, as mentioned, districts should be advised that the requirements of PA 21-46 potentially increase how many conferences a district must offer each school year.

Under Section 10-221(g)(2), an additional parent-teacher conference is required when a school conducts virtual learning "for more than three consecutive weeks" and after that, "one additional parent-teacher conference every six months thereafter for the duration of such period of virtual learning." Again, these are conferences in addition to the two mandated under Section 10-221(g)(1), and will likely be triggered if a program of remote learning is initiated, as one example. Districts must also request that each student's parent provide the emergency contact information of a person who can be contacted if the parent cannot be reached, in order to schedule a conference pursuant to these *additional* parent teacher conferences.

Also under Section 10-221(g)(2), districts must offer parents the option to participate in any of the parent-teacher conferences remotely, by "telephonic, video or other conferencing platform."

The last new subdivision, Section 10-221(g)(3), pertains only to those additional conferences mandated by the virtual learning situations described in 10-221(g)(2). This subdivision contains requirements for teachers conducting such conferences, and for certain administrators, and all of which were mandated by January 1, 2022. At the additional parent-teacher conferences, the teacher must provide the parent with the State Department of Education's (SDE) document described in Section 10-10h, which pertains to "educational, safety, mental health and food insecurity resources and programs available for students and their families." The SDE must annually update this document as well as distribute it to local and regional districts.

Also, when teachers attempt to contact the parent in order to schedule one of these additional conferences, if they are unable to reach the parent after three attempts, the teacher must inform an administrator (designated by the Board) about the failed attempts. This administrator must then attempt to contact the emergency contact person provided by the parent in order "to ascertain such student and family's health and safety."

**Policy Implications:** With the allowance for remote learning programs in high schools starting July 1, and the eventual expansion to K-12 starting with the 2024-25 school year, it is important to ensure that districts' parent-teacher communication policies are in compliance with the requirements under PA 21-46.

The policy should contain the rules and procedures outlined in PA 21-46 regarding the additional conferences and procedures required in the aforementioned virtual learning scenarios. Further, boards should be aware of the rule that parents can participate remotely in any parent-teacher conference, not just the additional conferences.



Also, PA 21-46 changed the statute number primarily relevant to parent-teacher communication policies, from 10-221(f) to 10-221(g)(1)-(3). Boards and policy committees should confirm that the "legal reference," usually located at the bottom of a policy, contains the updated statute number/s for this policy.

The parental involvement policy is typically located in Series 1000 (Community Relations) and CAFE designates its sample as #1110.1. This policy, #1110.1, is not the same as the policy required for schools receiving Title I funds. Title I funding requires a parental involvement policy with specific requirements that are separate from the requirements under Connecticut law. Because of this difference, it is recommended that districts that receive Title I funds have two parental involvement policies. CAFE also has sample parental involvement policies specific to Title I funding, designated as #6172.4

As a final note, while this *Highlights* has focused on changes contained in Section 10-221(g)(1)-(3), there are additional statutes relevant to parental involvement. For example, Section 10-220(c) requires that boards submit a strategic school profile report annually to the Commissioner of Education. This statute requires the superintendent to present the profile report to the board of education annually (at the first regular meeting after November 1). The report must contain many points of information, but relevant to this discussion, the narrative portion of the report must contain "information about parental involvement, including, but not limited to, employment of methods to increase support to parents working at home with their children on learning activities."

Here are links to CAFE's sample parental involvement policies:

[#1110.1 ??? Parent Involvement](#)

[#6172.4 ??? Parent and Family Engagement Policy for Title I Students](#)

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## Carrie Swain

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**From:** Tim Moynahan <tconstant@moynahanlawfirm.com>  
**Sent:** Tuesday, June 28, 2022 10:22 AM  
**To:** Tim Moynahan  
**Subject:** America Is More Fragile Than the Left Understands > American Greatness

EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.

I am transported to my childhood on a sunny summer day in Milford, standing knee deep in the tranquil ocean while barely 😊 sensing the incoming tide, surmounted by the wondrous newness of it all. Suddenly, I was struck by a surging wave that knocked me off my feet and spilled me sputtering into the briny brew. I had no hint then, that it was a portent of a dystopian future, though it seems apparent to me now.

What Hansen describes is what I felt at that halcyon moment, stacked and stored in the hidden recesses of my memory, emerging gratuitously like a tsunami at warp speed and dilating time itself.

In bygone days I laughed as I rose from Neptune's brusque treatment and with the insouciance of youth waded deeper into the deep blue sea. The spill engendered a spirit of resistance in me then, and as it happens, the "child is father to the man."

The kindred spirits among us will plunge into the fray as in younger days when we encountered waves with a stratagem to ride them to shore. Even then the majestic omnipotent ocean was no match for our pluck and wit as we outmaneuvered force with skill. As it was in the beginning so it will be now, world without end. Amen 🙏

<https://amgreatness.com/2022/06/26/america-is-more-fragile-than-the-left-understands/>

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## Carrie Swain

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**From:** Tim Moynahan <tconstant@moynahanlawfirm.com>  
**Sent:** Thursday, June 30, 2022 5:10 PM  
**To:** Tim Moynahan  
**Subject:** Video Highlights from Historic Conference at Old Parkland

**EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.**

I am thrilled watching this and listening to the implacable resolve and the soaring commitments of these American heroes. Each of them makes me feel as proud to be an American as I do when standing at attention with my hand over my heart listening to our National Anthem.

Robert Woodson describes them as new American patriots and I trust that listening to them your heart will be enlivened, and your soul elevated as mine have been. I hope you will receive this in the Spirit it is intended... as a Fourth of July Birthday Present from each of the eloquent presenters. I am only the fortunate conduit who has the privilege of bringing them to you. Together their voices form a chorus for a new anthem, not to replace the old, but to be conjoined with it.

Listen intently to the cadence and the words of Ayaan Hirsi Ali and adopt them as your own, as I have .....consider them as fit accompaniment to our Pledge of Allegiance and as a call to action. Our pledge is not for white or to black, but to all our people, to every community our commitment is "to love on our people."

Our Fourth of July is a celebration of Diversity, Inclusion and Equality when properly understood and taught. The men and women featured here are our pre-eminent instructors. Let us take their message into our schools , our institutions of higher learning, our basketball courts ,and our playing fields. On the July Fourth let us resolve to take America back. Let freedom ring.



Dear tim,

This past May, an extraordinary conference took place on the Old Parkland campus in Dallas, Texas.

There, AEI's Ian Rowe joined Glenn Loury, Jason Riley, and Shelby Steele to reconvene the Fairmont Conference held 42 years ago in San Francisco. At that historic conference, Thomas Sowell gathered independent thinkers and leaders to



explore alternative solutions to the problems of poverty and inequality faced by black Americans. But unfortunately, no successor conference carried on the spirit and purpose of the Fairmont gathering—until May 2022.

Following Dr. Sowell's example, the four organizers of the Old Parkland Conference assembled an outstanding roster of scholars, leaders, and practitioners to reconsider the problems of poverty, inequality, and social mobility in ways that liberal elites and academics would not. AEI and our peers at the Manhattan Institute and Hoover Institution pooled our resources and talent to make the organizers' vision a reality.

While the lectures and conversations at Old Parkland testified to the fulfillment of our country's founding promise, they also revealed the work that must still be done to strengthen communities, promote responsibility, and foster opportunity for all our people. I believe this conference has laid a firm intellectual foundation on which real progress toward liberty, dignity, and prosperity can be based.

The Old Parkland Conference also signaled AEI's increasing efforts to build bridges to communities who share our values but have not yet found their home among conservatives. I believe that the Old Parkland Conference showed they have one.

As we celebrate the spirit of independence at the heart of our national experiment, we're reminded that the advancement of black Americans is a large part of the reason we can now hail America as the greatest beacon for liberty in history.

I hope you enjoy the [video highlights](#) from the Old Parkland Conference and [view its full lineup here](#).

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Doar', with a stylized flourish at the end.

Robert Doar  
President, American Enterprise Institute

## **Old Parkland Conference 2022**

Forty years after the landmark 1980 Fairmont Conference in San Francisco that led to the publication of the *Fairmont Papers*, Glenn Loury, Jason Riley, Ian Rowe, and Shelby Steele

partnered to organize a gathering of leading public intellectuals, researchers, and practitioners to discuss alternative proven approaches to tackling the challenges facing black Americans today.

**[View a list of session recordings >>](#)**



The Old Parkland Conference unearthed many of **the best ideas to promote the uplift of black Americans** and helped clarify the forces that have shaped the progress already made on this quest.

Explore thought-provoking discussions on the latest research illuminating the shifting social, economic, and political landscape for black Americans since 1980 and necessary changes within civil society and public policy.

[WATCH NOW](#)

## ABOUT THE AEI ORGANIZER



**Ian Rowe**

Senior Fellow

*Research Areas: education and upward mobility, family formation, success sequence, adoption*

Questions or comments? Email Peyton Roth at [peyton.roth@AEI.org](mailto:peyton.roth@AEI.org). To book an interview or for other media inquiries, contact [MediaServices@aei.org](mailto:MediaServices@aei.org) (202.862.5829).