

Board of Education

REGULAR MEETING

Thursday, February 17, 2022 – 6:30 p.m.
Virtual Meeting via ZOOM

In an effort to adhere to social distancing guidelines, this meeting will be held without normal in-person public access. However, the meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast 96, Frontier 6096), streamed live on YouTube at <https://youtu.be/yK5sf9lfewo> or listened to via teleconference by calling 1-203-590-9756.

For information regarding agenda items please visit www.waterbury.k12.ct.us/board and refer to the February 17, 2022 Meeting Agenda AND February 3, 2022 Workshop Agenda which will provide additional backup materials for agenda items.

If you wish to address the Board during the public portion of the meeting please call 1-203-590-9756 between 6:00 and 6:15 p.m. and provide your name, address, and phone number. You will then need to participate via the above teleconference call information at 6:30 p.m. The Board President will call upon you to address the Board during the public speaking portion of the meeting.

A G E N D A

1. Silent Prayer

2. Pledge of Allegiance to the Flag

3. Roll Call

4. Communications

- a) Copy of communication dated December 2, 2021 from Civil Service certifying John Bracken, Jr. for the position of Supervisor of Custodial Services.
- b) Copy of communications dated December 6, 2021 from Civil Service certifying Rosalie Jimenez for the position of Paraprofessional; Lisa Corey for the position of Food Service Coordinator; Kyren Kee for the position of Maintainer I; and Michael Floridia for the position of Cook.
- c) Copy of communication dated December 7, 2021 from Civil Service certifying Chazala Zafar for the position of Paraprofessional.
- d) Communication dated January 4, 2022 from Doreen Biolo transmitting the City's Comprehensive Financial Report, State & Federal Single Audits Reports and Audit Communication Letter.
- e) Copy of communication dated January 14, 2022 from Civil Service certifying Sandra Pruden for the position of Paraprofessional.
- f) Copy of communication dated January 18, 2022 from Civil Service certifying Theeonion Cooper for the position of Maintainer II.
- g) Copy of communication dated January 20, 2022 from Civil Service certifying Gisela Bello-Martinez for the position of Paraprofessional.
- h) Communication dated January 20, 2022 from Louise Allen Brown, Grant Writer, regarding Interdistrict Cooperative Grant projects.
- i) Email communication dated January 21, 2022 from CABE regarding Policy Highlights.
- j) Email communication dated January 28, 2022 from Tim Moynahan regarding fallen NYPD Detective.
- k) Email communication dated February 1, 2022 from Tim Moynahan regarding guardians and hero going home.
- l) Copy of communication dated December 22, 2022 from New England Association of Schools and Colleges, Inc. regarding Waterbury Arts Magnet School's final version of the Decennial Accreditation Report.
- m) Copy of communication dated January 26, 2022 from Civil Service certifying Dwayne Clements, Sr., Devin Blocker, and Griffin Samal for the position of Maintainer I and Glendalis Carrero for the position of Administrative Associate II.
- n) Copy of communication dated January 28, 2022 from Civil Service to Joanne Mancini regarding offer of employment for the position of Food Service worker.

- o) Copy of communication dated January 31, 2022 from Civil Service certifying John Quiles-Soto, Samuel Awumey, Joshua Machado, and Robert Copes for the position of Maintainer I and Yailene Cruz for the position of Paraprofessional.
- p) Copy of communications dated February 1, 2022 from Civil Service to Stephanie Melendez and Maria Cronin regarding offer of employment for the position of Food Service Worker.
- q) Email communication dated February 2, 2022 from Tim Moynahan regarding back the blue and the super bowl; go viral.
- r) Email communication dated February 8, 2022 from Daniele Serrano regarding mask choice in school.
- s) Email communication dated February 15, 2022 from Tim Moynahan regarding old debate over the ought and the is.

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

6. *Superintendent's Announcements*

7. *President's Comments*

8. *Student Representatives' Comments*

9. *Consent Calendar*

- 9.1 *Committee of the Whole:* Request approval of a Temporary Limited Property Access and Use Agreement with Mohegan Basketball Club, LLC, at no cost, to provide basketball clinics at Wendell Cross School.
- 9.2 *Committee of the Whole:* Request approval of a Memorandum of Understanding with the State Education Resource Center (SERC), at no cost, to support programming for racial equity in education.
- 9.3 *Committee on Finance:* Request approval of a Professional Services Agreement with Legends of Learning, Inc. for subscription to the Legends of Learning Game Based Learning platform for elementary schools.
- 9.4 *Committee on Finance:* Request approval of Amendment #1 to the Professional Services Agreement with The National Center on Education and the Economy (NCEE) to provide professional development services.
- 9.5 *Committee on Finance:* Request approval of a Professional Services Agreement with Digital Theatre US LLC to provide subscription-based online teaching and learning resources for theater and drama curriculum.
- 9.6 *Committee on Finance:* Request approval of a Professional Services Agreement with The Art of Education University, LLC to provide leadership support regarding the CT Acceleration Learning Framework.
- 9.7 *Committee on Building & School Facilities:* Use of school facilities by school organizations and/or City departments.
- 9.8 *Committee on Building & School Facilities:* Use of school facilities by outside organizations and/or waiver requests.

10. Items removed from Consent Calendar

11. Committee of the Whole – Vice President Hernandez

- 11.1 Request approval of a Memorandum of Agreement regarding Alternative Schools Pilot Program with The State Education Resource Center for Alternative Schools Pilot Program.
- 11.2 Request approval of the appointment of Dr. Patricia Frageau as an Impartial Hearing Officer per CGS Sec. 10-233d(b).

12. Committee on Finance – Commissioner Orso

- 12.1 Request approval of Amendment Two (2) to the Professional Services Agreement with Dr. Kweku Sam for School Medical Advisor services.
- 12.2 Request approval of a Construction Contract with M.J. Daly for Maloney Chiller Replacement.
- 12.3 Request approval of a Construction Contract with M.J. Daly for Kingsbury Boiler Replacement.
- 12.4 Request approval of a Construction Contract with Creative Recreation, LLC for playground equipment and installation at International School.
- 12.5 Request approval of a Professional Services Agreement with Area Cooperative Educational Services for Early Childhood Educational Consultant Services.
- 12.6 Request approval to transmit the proposed 2022-23 Department of Education's Budget request to the Mayor.
- 12.7 Request approval of a Memorandum of Agreement with Dr. Patricia Frageau for Impartial Hearing Officer services.

13. Committee on Policy & Legislation – Commissioner Brown

- 13.1 Policy Concerning the Use of Face Masks/Coverings – C-01.

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

15. Committee on School Personnel – Vice President Hernandez

- 15.1 PreK – 8 Principal Appointment – Reed.
- 15.2 Elementary School Principal Appointment – Sprague.
- 15.3 Elementary Vice Principal Appointment – Bucks Hill.
- 15.4 Elementary Vice Principal Appointment – Chase.
- 15.5 Elementary Vice Principal Appointment – Sprague.
- 15.6 High School Vice Principal Appointment – Waterbury Career Academy.

16. Superintendent's Notification to the Board

16.1 Extended School Hours appointments:

<i>School</i>	<i>Name</i>	<i>Assignment</i>
Bucks Hill	Alvardo, Stephanie	Para
Bucks Hill	Brunelli, Teri	Secretary
Driggs	Connolly, Mauralee	Sub. Teacher
International	Tucker, Alexis	Para

16.2 Wallace Middle School Commissioner Network "We Are Wallace" appointments: *Multi-Tiered System of Support (MTSS) Team:*

Haley Grabowski Debra Rosado Lianne Torres Kyle Ungar

16.3 Resignations:

<i>Name</i>	<i>Position</i>	<i>Effective</i>
Acosta, Elisia	Tinker Grade 5	02/06/22
Aguirre-Galan, Ashley	CHS Special Education	03/10/22
Corbo, Sarah	WSMS ELA	02/28/22
Cornacchio, Mark	CHS Social Studies	01/21/22
Farella, Michelle	Regan/Washington	02/11/22
Gemmell, Sherrie	NEMS ELA	02/28/22
Hidri, Erjona	WSMS Computer	02/25/22
Lawson, Stephanie	Driggs/Reed School Psychologist	02/18/22 (correction)
Lins, Alexandra	WHS Social Studies	02/08/22
Manka, Michelle	Districtwide SLP	03/07/22
Marcal, Kekky	Gilmartin Grade 4	02/11/22
Murphy, Jessica	Reed ELA Grade 6	01/28/22
Peters, Courtney	Duggan ELA	02/14/22
Pineda, Jessica	Hopeville Bilingual Grade 1	02/17/22
Prisco, Teresa	State Street Special Ed	02/10/22
Schultz, Olivia (Keefe)	Carrington Grade 4	02/11/22
Sickles, Meghan	W. Cross Kindergarten	02/18/22
Singley, Paul	WHS ELA	02/04/22
Spellman, Adriana	Wilson Special Education	01/28/22
Woodward, Karen	Rotella Grade 1	12/10/21

16.4 Retirements:

Barbieri, Nikki – Generali Grade 2, effective 06/30/22.

Zuraitis, Jeanette – WHS Special Education, effective 06/30/22.

17. Adjournment

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #9.1

February 17, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves that the Waterbury Board of Education approve a Temporary Limited Property Access and Use Agreement with Mohegan Basketball Club, LLC, for Wendell Cross Elementary School, subject to any non-substantive changes approved by the Office of the Corporation Counsel.

Approved

Juanita P. Hernandez

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #9.2

February 17, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves that the Waterbury Board of Education approve a Memorandum of Understanding with State Education Resource Center (SERC), at no cost, to support programming for racial equity in education, subject to any non-substantive changes approved by the Office of the Corporation Counsel.

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Approved

Juanita P. Hernandez

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #9.3

February 17, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Professional Services Agreement with Legends of Learning, Inc. for a five-year Legends of Learning Game Based Learning Platform Subscription, subject to any non-substantive changes approved by the Office of the Corporation Counsel.

Approved

Rocco F. Orso

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #9.4

February 17, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment One (#1) to the Agreement with The National Center of Education and the Economy (NCEE), subject to any non-substantive changes approved by the Office of the Corporation Counsel.

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Approved

Rocco F. Orso

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #9.5

February 17, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Professional Services Agreement with Digital Theatre (US) LLC for an eight-year Digital Theatre+ Subscription, subject to any non-substantive changes approved by the Office of the Corporation Counsel.

Approved

Rocco F. Orso

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #9.6

February 17, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Professional Services Agreement with The Art of Education University, LLC for seven-year Subscription Art Curriculum Program, subject to any non-substantive changes approved by the Office of the Corporation Counsel.

Approved

Rocco F. Orso

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #9.7

February 17, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building & School Facilities moves that the Waterbury Board of Education approve the use of school facilities, at no charge, by the following school organizations and/or City departments:

GROUP	FACILITIES AND DATES/TIMES
Park & Rec. V. Cuevas	Kennedy pool: March 26 & 27, 10:00am to 8:00pm Kennedy pool, May 21, 1:00pm to 8:00pm (Lifeguard Training sessions)
*Tax Dept. N. Olson	Kennedy aud.: 2/24, 3/24, 4/28, 5/26, 5:00 – 8:00 pm (Tax auctions)
*M. Bergin	Sprague gym: Friday, March 4, 8:00am – 12:30 pm (CPR/First Aid for preschool staff)
*M. Pogodzienski	Wallace media ctr.: Friday, February 18, 3:00pm – 7:00pm (CPR/First Aid for school staff & administrators)
*Mayor's Office D. LePore	Kennedy aud.: Monday, March 14, 5:00-8:00 pm (Eversource meeting/public)
*S. Smyth	Crosby aud.: Friday, March 11, 9am – 12pm and Saturday, March 12 12:30pm – 4:00pm for performances of Moana, Jr.
*J. Begnal	Wilby aud.: Thursday, February 17, 9:00 – 10:00 am (Police presentation to P.E. classes)

Approved:

Charles E. Pagano

SCHOOL PERSONNEL USE ONLY

DATE: 2-2-2022

TO: SCHOOL BUSINESS OFFICE

FROM:

TAX Dept.
Nancy Olson

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:

NAME OF SCHOOL REQUESTED:

Kennedy



AUDITORIUM



GYMNASIUM



SWIMMING POOL



CAFE/ROOMS

DATES REQUESTED:

Feb. 24, Mar. 24, Apr. 28, May 26

FROM 5:00 am/pm TO 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

Tax Auctions

N. Olson
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 police and fire headquarters.

copy to
a + p

Book

FEB - 3 2022

SCHOOL PERSONNEL USE ONLY

DATE: 2/3/2022

TO: SCHOOL BUSINESS OFFICE

FROM: Maureen Bergin

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Sprague School

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: March 4, 2022

FROM: 8:00 am/pm TO: 12:30 am/pm

FOR THE FOLLOWING PURPOSES:

CPR/First Aid for Preschool staff

Materials needed: Large Screen for video; 3 tables; chairs for 20 staff

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.

hook

FEB - 8 2022

SCHOOL PERSONNEL USE ONLY

DATE: February, 7, 2022

TO: SCHOOL BUSINESS OFFICE

FROM: Marcy Pogodzienski- 21st Century/SDE After School Programs

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

Wallace Middle School- Media Center

NAME OF SCHOOL REQUESTED: _____

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Friday, February 18, 2022

FROM: 3:00pm am/pm TO: 7:00pm am/pm

FOR THE FOLLOWING PURPOSES:

To provide a 1st Aid/CPR training course to after school staff and administrators.

Marcy Pogodzienski
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

FEB 10 2022

DATE: 2-10-22

TO: SCHOOL BUSINESS OFFICE

FROM:

Mayor's Office
Dave Lepore

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:

NAME OF SCHOOL REQUESTED:

Kennedy



AUDITORIUM



GYMNASIUM



SWIMMING POOL



CAFE/ROOMS

DATES REQUESTED:

Monday, March 14th 2022

FROM 5:00 am/pm TO 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

EverSource Meeting / Public

AV needed

APPLICANT

DL

SAC

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 police and fire headquarters.

Book

SCHOOL PERSONNEL USE ONLY

DATE: April 12, 2021_____

TO: SCHOOL BUSINESS OFFICE

FROM: Susan B. Smyth_____

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Crosby High
School_____

X ☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED:

Friday March 1st 9AM to 12 PM Saturday March 1st from 12:30 PM to
4PM_____

FROM: _____ am/pm TO: _____ am/pm

FOR THE FOLLOWING PURPOSES:

Performances - Friday March 1st 9AM to 12 PM Saturday March 1st from 12:30 PM to
4PM of Moana JR for Wallace

MS_____

Susan B. Smyth
Wallace Theater Arts

SCHOOL PERSONNEL USE ONLY

FEB 15 2022

DATE: 2/11/2022

TO: SCHOOL BUSINESS OFFICE

FROM: Wilby

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Wilby Auditorium

☒ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 2/17

FROM: 1:00 pm am/pm 9:00 AM TO: 2:00 pm am/pm 10:00 AM

FOR THE FOLLOWING PURPOSES:

Police presentation to all P.E. classes

Michelle Opalenik
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.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #9.8

February 17, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building & School Facilities moves that the Waterbury Board of Education approve the use of school facilities by groups and organizations subject to fees and insurance as required:

GROUP	FACILITIES AND DATES/TIMES
Berkshire League A McNeil	Kennedy pool: Sat., March 5, 11:00am to 5:00pm (swim championship)
*Sunshine Dance Ctr. E. Summa	Kennedy aud., café, music room: June 4 and 5, 10:00am – 5:30pm (Dance Recital)

REQUESTING WAIVERS:

Chabad Yeshiva Rabbi Eisenbach	Kingsbury café: Sunday, April 3, 10:30am to 2:30pm (Synagogue craft activity)	(\$210.)
Wtby. P.A.L.	Career Academy gym: Sat., March 26, 7:30am to 5:00pm	(\$441.)
Ofc. T. Lott	Reed gym: Sat., March 26, 7:30am to 5:00pm (gym use in conjunction with Special Olympics)	(\$441.)
*Wtby. Knights C. Jones	Wilson gym: Feb. 26 & 27 and March 5 & 6, 7:45am to 4:00pm (football evaluations/workouts)	(\$966.)

GROUPS NOT SUBJECT TO FEES OR WAIVER DUE TO TIME OF USE OR PREVIOUS WAIVER:

Madre Latina, Inc. Yoellie Iglesias	Reed café: Tuesdays, 6:00-8:00 pm, 1/25 thru 4/19/22 (after school program)
Waterbury Ballers P. Lott	Career Academy gym: 3/1/22 – 6/30/22, 5:00-7:30 pm (basketball program)
*CT. Rebound D. Parker	Wilby gym: Mondays & Fridays, 6:00-8:30 pm, 3/18/22-6/24/22 (basketball program) (gym use when available per A.D.)

Approved:

Charles E. Pagano

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#

FEB 10 2022

Book
APPLICANT Emily Summa NAME OF ORGANIZATION Sunshine Dance Center
ADDRESS 451 Meriden Rd. Wtby, CT 06705 TELEPHONE # 203-755-0511
(street) (city) (state) (zip code)
SCHOOL REQUESTED Kennedy DATES June 4 & 5, 2022 ROOM(S) Auditorium, cafe, music room, dress rooms
OPENING TIME 10:00 am CLOSING TIME 5:30 pm PURPOSE Dance Recital
ADMISSION (if any) \$20.00 CHARGE TO BE DEVOTED TO Cost of recital expenses
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 800 CHILDREN 200
SIGNATURE OF APPLICANT Emily Summa DATE 2-10-2022
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

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. CS (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$

INSURANCE COVERAGE

YES

NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

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#

FEB 10 2022

APPLICANT Courtney Jones NAME OF ORGANIZATION Waterbury Knights
ADDRESS 101 Rumford St Wtby CT 06704 TELEPHONE # 203-982-1842
(street) (city) (state) (zip code)

SCHOOL REQUESTED Wilson DATES Feb 26/27 March 5/6 ROOM(S) Gym

OPENING TIME 7:45 am CLOSING TIME 4:00 PM PURPOSE Football evaluations (workouts)

ADMISSION (if any) No CHARGE TO BE DEVOTED TO Courtney Jones

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 10 CHILDREN 30

SIGNATURE OF APPLICANT [Signature] DATE 2/09/2022

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Courtney Jones 101 Rumford St Wtby 203-982-1842

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. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR service (\$966)

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.

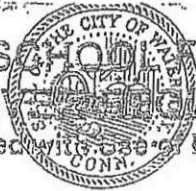
White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with use of Building Permit)



APPLICANT/ORGANIZATION: Waterbury Knights

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Wilson

DATE(S): 2/26

TIMES: 7:45-12:30 4 PM

DATE(S): 2/27

TIMES: 7:45-12:30 4 PM

DATE(S): 3/5

TIMES: 7:45-12:30 4 PM

DATE(S): 3/6

TIMES: 7:45-12:30 4 PM

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

2/09/2022

Date

[Signature]
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ _____
Building Usage Fees

\$ 966.
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

FEB 10 2022

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 Midwood Ave Wtb, CT 06708 TELEPHONE # 203/228-3144
(street) (city) (state) (zip code)
SCHOOL REQUESTED Wilby DATES 3/18 - 6/24/22 ROOM(S) Gym
OPENING TIME 6:00 CLOSING TIME 8:30 PURPOSE Basketball program
ADMISSION (if any) free CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 35
SIGNATURE OF APPLICANT DeVonne Parker DATE 2/10/22

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

DeVonne Parker 146 Midwood Ave (203) 228-3144

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. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE ☒ YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

*Mondays
AND
Fridays*

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #11.1

February 17, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves that the Waterbury Board of Education approve a Memorandum of Agreement with State Education Resource Center (SERC), at no cost, for Alternative School Pilot Program, subject to any non-substantive changes approved by the Office of the Corporation Counsel.

Approved

Juanita P. Hernandez

Memorandum of Agreement
Between the State Education Resource Center
and
Waterbury Public Schools
Regarding Alternative Schools Pilot Project

WHEREAS, The State Education Resource Center ("SERC") has committed to support selected sites through a pilot project ("the Project") in partnership with the Connecticut State Department of Education ("CSDE"); and

WHEREAS, SERC has collected baseline data that has helped to identify the areas of need collectively and individually; and

WHEREAS, CSDE and SERC recognize the time and resources it requires to support the implementation of a pilot, funds in the form of a stipend are intended to remove barriers potentially faced by Waterbury Public Schools ("the District") to participate in the Project and any identified barriers to student engagement; and

WHEREAS, the Project is facilitated by the State Education Resource Center (SERC);

NOW, THEREFORE, SERC and the District agree to the following stipulations in order to achieve their respective, related outcomes.

- 1) PARTIES:** The Parties to this Memorandum of Agreement (MOA) are SERC, a quasi-public agency located in Middletown, CT and Waterbury Public Schools, a public school district located in Waterbury, CT.
- 2) PURPOSE:** This MOA documents the conditions under which funds will be provided to the District by SERC for participation in the Alternative School Pilot Project.

3) RESPONSIBILITIES:

SERC will:

- a. Provide staffing and program support at State Street and Enlightenment Schools for the Project that is the subject of this MOA. Support will be provided at each site as described in clauses i.-vi.
 - i. Provide up to two (2) technical assistance visits of up to three (3) hours each either in person or virtually;
 - ii. Provide up to five (5) virtual sessions of the Alternative Schools Community of Practice ("AltCoP") with national experts as presenters;
 - iii. Provide up to five 90-minute virtual sessions with the featured national experts exclusively for the sites participating in the Project;
 - iv. Provide up to five (5) 90-minute technical assistance virtual visits following the sessions with the national experts for the purpose of supporting operationalizing information gleaned from the experts;
 - v. Provide up to twelve (12) 90-minute virtual technical assistance visits in support of project objectives; and
 - vi. Request additional data as necessary.
- b. SERC will transfer to the District the stipend according to the schedule in Paragraph four of this MOA.

The District will:

- a. Ensure participation of teams from State Street and Enlightenment Schools in technical assistance visits in accordance with the Project that is the subject of this MOA as described in clauses i.-vi.

- i. Ensure team participation in up to two (2) technical assistance visits of up to three (3) hours each either in person or virtually;
 - ii. Ensure team participation in up to five (5) virtual sessions of the Alternative Schools Community of Practice ("AltCoP") with national experts as presenters;
 - iii. Ensure team participation in up to five 90-minute virtual sessions with the featured national experts exclusively for the sites participating in the Project;
 - iv. Ensure team participation in up to five (5) 90-minute technical assistance virtual visits following the sessions with the national experts for the purpose of supporting operationalizing information gleaned from the experts;
 - v. Ensure team participation in up to twelve (12) 90-minute virtual technical assistance visits in support of project objectives; and
 - vi. Submit additional data as necessary.
- b. Transfer stipend funds to Enlightenment and State Street schools without delay.

4) FUNDING: SERC will issue a stipend in the amount of \$10,000 per school according to the following schedule.

- a. Five Thousand Dollars and No/100 Cents (\$5,000.00) payable upon execution.
- b. Two Thousand Five Hundred Dollars and No/100 Cents (\$2,500.00) upon completion of fifty percent (50%) of visits outlined in Paragraph 3.
- c. Two Thousand Five Hundred Dollars and No/100 Cents (\$2,500.00) upon completion of additional data collection.
 - 1. SERC staff will confirm documentation of the completion of the data collection process related to this MOA.
- d. Maximum amount of payment made under this MOA shall not exceed Twenty Thousand Dollars and No/100 Cents (\$20,000.00).

5) TERM OF AGREEMENT: The term of this agreement shall be July 1, 2021 – June 30, 2022. This agreement takes effect upon signature by the authorized representative of each party.

6) CANCELLATION: This Agreement shall remain in full force and effect for the entire term of the Agreement unless cancelled by either SERC or The District with a fifteen (15) calendar day prior written notice.

7) LIABILITY: SERC and the District each agree to be responsible for their respective liabilities resulting from their own actions or the actions of their respective officers, agents, employees, and independent contractors under this MOA, for all losses and liabilities including any resulting expenses and costs, without limitation, under this MOA.

8) NOTICES: Both parties agree that the representatives of the parties listed below will be the first contacts regarding any questions and problems that may arise during implementation or operation of this MOA. Wherever under this MOA one party is required to give notice to the other, such notice shall be deemed delivered when transferred via email with a read receipt requested. Notices from either party to the other party shall be sent to the addressee at:

- a. canady@ctserc.org for Ingrid M. Canady, SERC Executive Director
- b. dschwartz@waterbury.k12.ct.us for Darren Schwartz, Chief Academic Officer, Waterbury Public Schools.

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided herein. Copies of correspondence related to any modification, amendment, extension, or termination of this MOA, or any other legal matter pertaining hereto, shall be furnished to the aforementioned individuals with additional copies to: Michelle Weaver, SERC General Counsel, weaver@ctserc.org.

9) AUTHORIZATION: By signing below, all parties represent that they are authorized to execute this MOA and are bound to all terms of the MOA, along with all related or affiliated institutions, individuals, employees, or contractors who may have access to data received pursuant to this MOA or who may own, lease, or control equipment or facilities of any kind where the data is stored, maintained, or used in any way. The parties have executed this MOA by their duly authorized representatives. By signing this MOA the parties signify that each

understands and will comply with the conditions stated herein. The parties represent that they are free to enter into this MOA and that this engagement does not violate the terms of any agreement between either party and any third party.

- 10) **APPLICABLE LAW:** This MOA shall be governed by the laws of the State of Connecticut without regard to principles of conflicts of laws. SERC and The District shall at all times comply and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this MOA and which in any manner affect the work or its conduct.
- 11) **MERGER:** This MOA shall not be terminated by the merger or consolidation of SERC or The District into or with any other entity.
- 12) **ENTIRE UNDERSTANDING:** This MOA constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior and contemporaneous oral or written agreements between the parties. This document and any exhibit(s) referenced herein and attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect. The terms of this MOA may be modified only upon a written amendment agreement executed by all parties to this MOA.
- 13) **HEADINGS:** Section headings are parts of this MOA but are not intended to be a full and accurate description of the contents hereof.
- 14) **WAIVER:** The failure of either party to require performance by the other party of any provision of this MOA shall not affect the full right to require such performance at any subsequent time; nor shall the waiver by either party of a breach of any provision of this MOA be taken or held to be a waiver of the provision itself.
- 15) **ASSIGNMENT:** SERC shall not assign any of its rights under this MOA, or delegate the performance of any of its duties hereunder, without the prior written consent of Dr. Verna D. Ruffin, Superintendent, Waterbury Public Schools or designee.
- 16) **SEVERABILITY:** The provisions of this MOA are independent of one another, and the invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.
- 17) **UNENFORCEABILITY OF PROVISIONS:** If any provision of this MOA, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this MOA shall nevertheless remain in full force and effect.
- 18) **SUCCESSORS AND ASSIGNS:** All of the provisions of this MOA shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.
- 19) **ARBITRATION:** Any controversy, claim, or counterclaim arising out of the terms of this MOA or its interpretation between SERC and The District shall be resolved in Connecticut by binding arbitration under this Arbitration section and the then-current Commercial Rules and supervision of the American Arbitration Association (hereinafter "AAA"). The duty to arbitrate will extend to any employee, officer, agent, or affiliate of either party. The arbitration will be held in SERC's offices in Middletown, CT or in Middlesex County, CT. SERC and The District will agree upon and select one (1) arbitrator together. The arbitrator's award will be final and binding and may be entered in any court having jurisdiction. The arbitrator will not have the power to award punitive or exemplary damages, or any damages excluded by, or in excess of, any damage limitations expressed in the MOA.

Each party will bear its own attorney's fees and other costs (e.g., filing fees, internal costs, etc.) associated with the arbitration, except that fees assessed by the AAA for the services of the arbitrator will be divided equally by the parties. If court proceedings to stay litigation or compel arbitration are necessary, the party who unsuccessfully opposes such proceedings will pay all associated costs, expenses, and attorney's fees that are reasonably incurred by the other party. Issues of arbitrability will be determined in accordance and solely with

the federal substantive and procedural laws relating to arbitration; in all other respects, the arbitrator will be obligated to apply and follow the substantive law of the state of Connecticut. SERC acknowledges that the City of Waterbury is subject to the Freedom of Information Act ("the Act") with regards to disclosure of records and files. The parties agree that in order to facilitate resolution of controversies or claims, the parties agree to keep negotiations, arbitrations, and settlement terms confidential, subject to the requirements of the Freedom of Information Act ("the Act").

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have executed this MOA as of the day and year first written above. The parties hereto agree that electronic signatures shall be as effective as if originals.

Please sign electronically, and return to SERC within seven (7) calendar days of receipt to the attention of Holly King, Contracts Manager, king@ctserc.org. A fully executed electronic copy will be provided to the parties.

Both parties have read, understand, and fully agree with all terms and execute this MOA as set forth below:

This Agreement is signed under penalty of false statement according to Connecticut General Statutes 53a-157b and 1-126.

Waterbury Public Schools

Signature: _____

Date _____

By: Dr. Verna D. Ruffin, Superintendent
236 Grand Street
Waterbury, CT 06702
(860) 738-9070

City of Waterbury

Signature: _____

Date _____

By: Neil M. O'Leary, Mayor

The State Education Resource Center

Signature: _____

Date _____

By:

SERC's Agent

It is the policy of the State Education Resource Center (SERC) that no person shall be discriminated against or excluded from participation in any SERC programs and activities on the basis of race, color, religion, age, marital or civil union status, national origin, ancestry, sex/gender, intellectual disability, physical disability, political beliefs, or sexual orientation.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #11.2

February 17, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves that the Waterbury Board of Education approve the appointment of Dr. Patricia Frageau as an Impartial Hearing Officer (Board) for expulsion hearings per Connecticut General Statutes 10-233d.

Approved

Juanita P. Hernandez

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.1

February 17, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment Two (2) to the Professional Services Agreement with Dr. Kweku Sam for School Medical Advisor services as required by Connecticut General Statutes, subject to any non-substantive changes approved by the Office of the Corporation Counsel.

Approved

Rocco F. Orso

Amendment 2
To
PROFESSIONAL SERVICES AGREEMENT
For
School Medical Advisor
between
The City of Waterbury, Connecticut and
Dr. Kweku Sam

THIS AMENDMENT 2, effective on the date signed by the Mayor, is by and between the City Of Waterbury, 235 Grand Street, Waterbury, Connecticut (the "City") and Dr. Kweku Sam, 85 Grey Rock Road, Southbury, Connecticut (the "Consultant").

WHEREAS, the City and the Consultant entered into an Agreement with a term commencing on October 11, 2021 and terminating on December 11, 2021. ("Agreement"); and

WHEREAS the parties amended the Agreement to extend the term of the Agreement by way of Amendment 1 from December 11, 2021 through February 11, 2022 and to provide for additional compensation; and

WHEREAS, in accordance with Section 21 of the Agreement, the parties now desire to amend the Agreement to extend the term of the Agreement by this Amendment 2 from February 11, 2022 through June 11, 2022 and provide for additional compensation.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. **Section 5 of the Agreement, entitled "Contract Time" shall be amended by this Amendment 2 to read as follows:**

Contract Time. The term of this contract shall commence on October 11, 2021 and terminate on June 11, 2022, or until sooner terminated as provided in the Agreement. ("Contract Time")

2. **Section 6.1 of the Agreement, entitled "Fee Schedule" shall be amended by this Amendment 2 to read as follows :**

6.1. Fee Schedule. The fee payable to the Consultant shall not exceed **TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS and .00/100** (\$22,500.00) for the entire term of this Agreement, payable to Consultant at \$2,500.00 per month.

3. All other terms, conditions, and provisions of the Agreement amended by this Amendment 2 shall remain in full force and effect and binding on the parties hereto.

(signature page to follow)

IN WITNESS WHEREOF, the parties hereto execute this Amendment 2 on the dates signed below.


WITNESSES:


CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

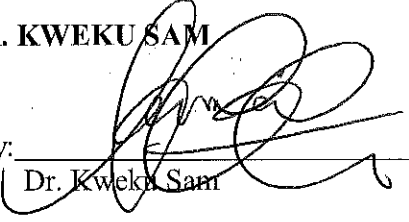
WITNESSES:

X 

DR IVY DWOMOH
+ 

DR LINDA MATHEW

DR. KWEKU SAM

By: 

Dr. Kweku Sam

Date: 2/9/22

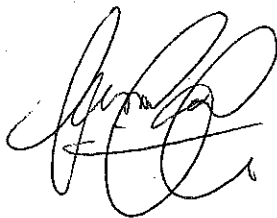
SOLE PROPRIETOR COMPANY RESOLUTION

I, Dr. Sam Kweku, as an Independent Contractor performing work and/or services for the City of Waterbury, I acknowledge that I am a Sole Proprietor business and will not employ any person(s) in the work to be performed for the City of Waterbury under this contract. As a Sole Proprietor with no employees, I further acknowledge that I am not subject to the Workers' Compensation Act of the State of Connecticut. I agree to hold harmless the City of Waterbury for any and all injuries or illness that I may sustain during the course of this contract. I hereby agree to notify the City of Waterbury in writing, prior to hiring any person(s), full time or part time, to assist in this contract and to secure Workers' Compensation insurance prior to any person beginning work or assisting in the performance of work under this contract and that none of the work to be performed under this contract will be subcontracted to any other subcontractor or entity.

Dr. Sam Kweku

85 Grey Rock Road

Southbury, CT 06488



Date

02/09/2022

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.2

February 17, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Construction Contract with M. J. Daly, LLC for school chiller replacement at Maloney School, subject to any non-substantive changes approved by the Office of the Corporation Counsel.

Approved

Rocco F. Orso



Rosh Maghfour

Interim Chief Operating Officer

(203) 346-2340

rmaghfour@waterbury.k12.ct.us

MEMORANDUM

DATE: February 11, 2022

TO: Honorable Board of Aldermen

FROM: Rosh Maghfour, Interim Chief Operating Officer

RM

RE: Executive Summary to the Contract for Chiller Replacements at
Maloney Magnet School with M.J. Daly, LLC

The Education Department respectfully requests your review and approval of the contract for Chiller Replacement at Maloney Magnet School with M.J. Daly, LLC in the amount of \$616,930.60. This contract was initiated under the Request for Proposal process (RFP #7104). The project is funded through approved ESSER Funds.

The project consists of furnishing and installing a new chiller, rooftop unit and kitchen make up air unit at Maloney Magnet School. The Contractor shall substantially complete all work and services within 120 consecutive calendar days of the City's written Notice to Proceed and shall reach Final Completion within 150 consecutive calendar days from commencement.

The contractor's Disclosure and Tax Clearance are attached. 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 (2)

c: Attorney Joseph P. Yamin, via email, w/o attachment

**OFFICE OF THE CORPORATION COUNSEL
CITY OF WATERBURY
(Phone: 203-574-6731; Fax: 203-574-8340)**

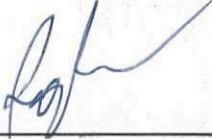
ACKNOWLEDGEMENT OF REVIEW OF CONTRACT OR GRANT

Re: Contract with M. J. Daly LLC for Chiller Replacements at
Maloney Magnet School

Department: Education

I hereby acknowledge that I, Rosh Maghfour, as department head of the above referenced department, or designee, have personally and thoroughly reviewed the above-referenced final contract/grant and that this contract/grant fully and adequately documents all the details and particulars with reference to the term, specifications as was bid, compensation, fees and expenses payable by the City.

I further acknowledge that the Scope of Services is complete and contains all services expected to be performed by the contractor for the City of Waterbury.

By: 
Rosh Maghfour, Interim Chief Operating Officer

Date: February 11, 2022

**Construction Contract
for
Maloney Elementary School Chiller Replacement
between
City of Waterbury
and
M.J. Daly, 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 **M.J. DALY, LLC**, located at 110 Mattatuck Heights Road, Waterbury 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 7104** for Maloney Elementary School Chiller Replacement; and

WHEREAS the City accepted the Contractor's bid for **RFP Number 7104**; 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 "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 furnishing and installation of a new chiller and rooftop air handler system ("RTU") and kitchen make up air unit ("MAU") at Maloney Elementary School, 233 South Elm Street, Waterbury, as 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. 7104;

1.1.2 Addendums 1 through 3 to RFP No. 7104 (attached hereto);

- 1.1.3** Contractor's Price Proposal, dated January 28, 2022, consisting of one page (attached hereto);
 - 1.1.4** Contractor's Response with associated attachments to RFP No. 7104, dated December 21, 2021, consisting of 35 pages, (attached hereto);
 - 1.1.5** "City of Waterbury, Board of Education, RFP #7104, Attachment F Scope of Services" (also referred to as "Technical Specifications") including Division 01 - General Requirements and Division 02 - Existing Conditions, consisting of 52 pages (attached hereto);
 - 1.1.6** "Site Map" with List of Drawings prepared by BL Companies, consisting of 11 pages (attached hereto);
 - 1.1.7** State of Connecticut Prevailing Wage Schedule dated November 9, 2021, 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. 7104;
 - 1.2.5** RFP No. 7104 including "City of Waterbury, Board of Education, RFP No. 7104, Attachment F 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 7104** (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 twenty **(120) consecutive calendar days** of the City's written Notice to Proceed and shall reach Final Completion within one hundred fifty **(150) 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 insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.

5.2.1.1 The Contractor shall pay to the City the sum of the greater of **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 SIXTEEN THOUSAND NINE HUNDRED THIRTY AND 60/100 DOLLARS (\$616,930.60)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Bid set forth in **Attachment A**, which is summarized below and inclusive of the required payment and performance bonds:

- i. \$560,846 (base payment)
- ii. \$56,084.60 (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 7104** 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. 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, 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 **\$500,000.00**
EL Disease Each Employee **\$500,000.00**
EL Disease Policy Limit **\$500,000.00**

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, 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 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 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, 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.

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 7104** and (ii) the Contractor's Bid

response to **RFP Number 7104**, dated January 28, 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 any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

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

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

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

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

Contractor:	M.J. Daly, LLC 110 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, (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:

M.J. DALY, LLC

By: _____

Its _____

Date: _____

ATTACHMENT A

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:

M.J. DALY, LLC

By: Edward Carvalho

Its Edward Carvalho, President

Date: 2-11-22

**CITY OF WATERBURY
BOARD OF EDUCATION**

**REQUEST FOR PROPOSAL (# 7104)
BY
THE CITY OF WATERBURY BOARD OF EDUCATION
FOR
MALONEY ELEMENTARY SCHOOL CHILLER REPLACEMENT**

A. Background and Intent

The *Board of Education* of the City of Waterbury (the “City”) is seeking Proposals for F J MALONEY ELEMENTARY SCHOOL CHILLER REPLACEMENT (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.

B. Qualifications

1. Eligible Proposers will be those individuals, businesses, and institutions that have the following qualifications:

- a. Experience and expertise in regard to providing the types of, or similar services, as those set forth in the Scope of Services;
- b. 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;
- c. Adequate staff/employees to perform/complete the work in a timely manner;
- d. Knowledge of, and compliant with, all applicable federal and State laws and regulations governing the services to be provided under this RFP;
- e. 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.

C. Scope of Services

Scope of Services shall be as per attached Technical Specifications (Attachment F) which are attached hereto and made part of this RFP and in accordance with the terms and conditions set forth herein.

D. Agreement Period

Successful Proposer agrees and covenants that the Contract Time shall commence upon delivery of the City’s written notice to proceed, which shall occur after contract execution by both parties. The Successful Proposer agrees further that it shall complete all work and services required under this contract within **One hundred twenty (120) consecutive calendar days** of the City’s written Notice to Proceed (“Contract 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.

**CITY OF WATERBURY
BOARD OF EDUCATION**

2. Proposers must review and be prepared to sign prior to the execution of any contract with the City, the items and any forms included in Attachment A (Contract Compliance Documents) attached hereto and made part of this RFP.

3. **All questions and communications about this RFP and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received by 2:00 PM on December 9, 2021.** 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 ProcureWare website by 2:00 PM on December 14, 2021.** 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, Mr. McCaffery, at (203) 574-6748.

5. **A mandatory pre-bid conference will be held on December 6 at 10:30 AM, at Maloney Elementary School located at 233 S Elm St, Waterbury, CT 06706. Attendance at the pre-bid conference is mandatory by a representative of each perspective bidder**

6. **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 #7104 package.

F. Management

Any award of work resulting from this RFP will be managed by the School Inspector's Office.

G. Conditions

1. All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

- a. 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

**CITY OF WATERBURY
BOARD OF EDUCATION**

defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.

- b. 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.
- c. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
- d. The proposer agrees that the proposal will remain valid for a period of NINETY (90) days after the closing date for the submission and may be extended beyond that time by mutual agreement.
- e. 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.
- f. 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.
- g. 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.
- h. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
- i. 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.
- j. 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.1(e) 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(s) and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
- k. 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.
- l. 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.
- m. 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,

**CITY OF WATERBURY
BOARD OF EDUCATION**

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.

- n. Where this RFP results in a contract, the proposer must accept the City's standard agreement language. See Attachment B.
- o. 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. Submittal Requirements & Required Format

One original (clearly identified as such) and three (3) paper copies of the Proposal, as well as a copy of the original Proposal in pdf format on a CD or flash drive, must be received at the following address no later than at 10:30 a.m. on December 21, 2021. No proposals received after that time shall be considered.

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

- a. The responsibility for submitting a Proposal to the Director of Purchasing on or before the above-stated time and date will be solely and strictly the responsibility of the Proposer. The City will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.
- b. Proposals must set forth accurate and complete information for each of the items listed below, and must be bound, paginated, indexed and numbered consecutively. At the City's discretion, failure to do so could result in disqualification.

2. Each Proposal shall contain the following four (4) forms, fully completed, as follows:

a. Contract Compliance Documents (Attachment A)

- i. Proposers shall complete Attachment A documents which includes Annual Statement of Financial Interests; City of Waterbury Certification regarding Debarment, Suspension, Ineligibility and Exclusion; Corporate Resolution; Disclosure and Certification of Affidavit regarding outstanding obligations to the City of Waterbury; LLC Resolution; CHRO Contract
- ii. Each Proposer shall complete the Contract Compliance Documents (Attachment A) and include them as part of the proposal.

b. Non-Collusion Affidavit and Acknowledgment Affidavit (Attachment C).

- i. 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

**CITY OF WATERBURY
BOARD OF EDUCATION**

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.

- ii. Each Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda as required per Attachment C, which is attached hereto and made part of this RFP.
- iii. Each Proposer shall complete the Non-Collusion Affidavit and Acknowledgment Affidavit (Attachment C) and include it as part of the proposal submission.

c. Price Proposal (Attachment D).

- i. Proposal pricing shall inclusive of all costs associated with proving the products & services required under this RFP, including, but not limited to all personnel and non-personnel expenses, insurance costs and permitting costs.
- ii. **The Price Proposal (Attachment D) shall be submitted as part of the proposal submission; however, it must be submitted in a separate envelope marked "Confidential: Price Proposal."**
- iii. 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.*

d. Contractor's Qualification Statement (Attachment E).

- i. Each Proposer shall complete the Contractor's Qualification Statement (Attachment E) and include it as part of the proposal submission.

3. Proposals may, at Proposer's discretion, contain the following:

- a. 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 RFP.
- b. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP, including any services expected of the City.

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. Quality, completeness and responsiveness of Proposal.
- b. 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.
- c. Financial strength of Proposer.

**CITY OF WATERBURY
BOARD OF EDUCATION**

- 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
 - a. The City will 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.
3. **Rights Reserved to The City**
 1. 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.
 2. Nothing in this RFP shall require that the City accept the lowest Cost Schedule/Budget. Instead, the City reserves the right to base its decision solely, in its own judgment, on what it determines to be in the best interests of the City.
 3. The City reserves the right to reject any Proposal based upon Proposer's prior history with the City of Waterbury or with any other party that demonstrates, without limitation, unsatisfactory performance or significant failure(s) to meet any and all of its contractual obligations.
 4. Proposals that appear unrealistic in terms of technical commitment, that show a lack of technical competence, or that indicate a failure to comprehend the risk and complexity of a potential contract may be rejected.
 5. The City will consider the qualifications of only those Proposers whose Proposals are, among other factors, that are in compliance with the requirements set forth in the RFP.
 6. **Nothing in this RFP shall require that the City accept the lowest Price Proposal (Attachment D).** Instead, the City reserves the right to base its decision solely, in its own judgment, on what it determines to be in the best interests of the City.
4. **Federal, State and Local Employment Requirement**

Proposers, if applicable, shall be obligated to fully comply with the 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.
5. **State Set-Aside Requirements**

**CITY OF WATERBURY
BOARD OF EDUCATION**

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.

M. Insurance Requirements

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 non-renewal, 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.

<u>General Liability:</u>	\$1,000,000 each Occurrence
	\$2,000,000 General Aggregate

**CITY OF WATERBURY
BOARD OF EDUCATION**

\$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

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City Waterbury 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 and Professional Liability.

Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

Failure to Maintain Insurance: In the event the Successful Proposer fails to maintain the minimum required coverage as set forth herein, 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, including the naming of the City of Waterbury, as follows: **"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 shall include a Waiver of Subrogation"**. The City's RFP Number must be shown on the certificate of insurance to assure correct filing. The Successful Proposer 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 Public Works Department and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

**CITY OF WATERBURY
BOARD OF EDUCATION**

N. City of Waterbury Contract Form/RFP Documents

- a. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to “Invitation to Bid,” “ITB” or words/terms of similar import shall, for the purposes of this solicitation, mean “Request for Proposal” and/or “RFP” as the context so requires. Additionally, all references therein to “Bid” shall mean “Proposal” as the context so requires.
- b. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to “Contractor”, Vendor” and/or “Consultant” shall mean “Proposer” or “Successful Proposer” as the context so requires.
- c. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to “Bid” or “Bid Form” shall mean “Price Proposal” as the context so requires.

O. Performance/Payment Bonds

Proposer’s attention is directed to Section 10 of the attached City of Waterbury Contract form. The Proposer to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than \$50,000, a 100 percent Performance Bond and a 100 percent Payment Bond each with surety company acceptable to the City and in a form acceptable to the City.

P. Proposal Security

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.

Q. Prevailing Wages

Bidders are advised that State of Connecticut prevailing wage rates apply to this Project. The minimum rates to be paid labor of the various classifications shall be in accordance with the prevailing rate of wages established by the Connecticut Department of Labor. Bidder’s attention is directed to Attachment G – State of Connecticut Wage Rate Documentation.

END OF SECTION

**CITY OF WATERBURY
BOARD OF EDUCATION**

**RFP # 7104
ATTACHMENT A
Contract Compliance Documents**

**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 20__)
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
BOARD OF EDUCATION**

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
BOARD OF EDUCATION**

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

☐

**CITY OF WATERBURY
BOARD OF EDUCATION**

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

☐

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

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

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.

5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

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

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

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

Print Name and Title of Authorized Representative:

Signature of Authorized Representative:

Date: _____

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

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):

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

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 _____ 201__.

(Notary Public)
My Commission Expires: _____

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

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.

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.

<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. _____

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)

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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**CITY OF WATERBURY
BOARD OF EDUCATION**

**RFP # 7104
ATTACHMENT B**

CITY OF WATERBURY CONTRACT FORM

CONSTRUCTION CONTRACT
for
Maloney Elementary School Chiller Replacement
between
City of Waterbury
and

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 _____, located at _____, a State of _____ duly registered domestic corporation (the "Contractor").

WHEREAS, the Contractor submitted a bid to the City in response to **Request for Proposal ("RFP") Number 7104** for Maloney Elementary School Chiller Replacement; and,

WHEREAS, the City accepted the Contractor's bid for **RFP Number 7104**; 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 of the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonableness shall be determined by the City. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with (i) any and all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and (ii) generally accepted professional standards.

1.1. The Project consists of the furnishing and installation of a new chiller and rooftop air handler system at Maloney Elementary School, 233 South Elm Street, Waterbury, as 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. 7104

1.1.2 Addendum(s) to RFP No. 7104, (attached hereto);

- 1.1.3** Contractor's Price Proposal, dated _____, consisting of _____ pages (attached hereto);
- 1.1.4** Contractor's Response (also referred to as "Contractor's Qualification Statement" as attachment "E" to RFP/Response) to RFP No. 7104, dated _____, consisting of _____ pages, (attached hereto);
- 1.1.5** "City of Waterbury, Board of Education, RFP #7104, Attachment F Scope of Services" (also referred to as "Technical Specifications") including Division 01 - General Requirements and Division 02 - Existing Conditions, consisting of 52 pages (attached hereto);
- 1.1.6** "Site Map" with List of Drawings prepared by BL Companies, consisting of 11 pages (attached hereto);
- 1.1.7** State of Connecticut Prevailing Wage Schedule, dated _____, and related information, consisting of _____ 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** Any and all amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);
- 1.1.12** All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);
- 1.1.13** All applicable permits and licenses (incorporated by reference); and
- 1.1.14** Required contract provisions – American Rescue Plan Act and Elementary and Secondary School Emergency Relief Fund (ESSER I, II and III)

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 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. 7104
- 1.2.5** RFP No. 7104 including "City of Waterbury, Board of Education, RFP No. 7104, Attachment F Scope of Services" (Technical "Specifications")
- 1.2.6** Contractor's Price Proposal

1.2.7 Contractor's Response

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 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 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 7104** (collectively "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 7:00 a.m. and 6:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times. This provision shall not excuse the Contractor from timely performance under the Contract.

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

3.6. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

3.7. Standard of Performance. All Contractor labor, materials, supplies, components, equipment, reports, plans, specifications, drawings, deliverables, incidentals, etc., required to be furnished or delivered under this Contract shall conform

in all respects with the requirements set forth in this Contract and shall meet or exceed those standards generally recognized in the Contractor's craft and trade in the State of Connecticut. City specified manufacturer and/or brand name substitution desired by the Contractor shall be made only with the prior written consent of an authorized representative of the City's Using Agency.

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

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

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

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

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

3.12. Manufacturer's Directions. Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by the Contractor shall be in strict accord

with printed instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the Project site. 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 twenty **(120) consecutive calendar days** of the City's written Notice to Proceed and shall reach Final Completion within One Hundred fifty **(150) 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 insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.

5.2.1.1 The Contractor shall pay to the City the sum of the greater of Five Hundred Dollars and Zero Cents Dollars (\$500) 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

DOLLARS (\$_____) (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Bid set forth in **Attachment A's** "Contractor's Bid, dated", which is summarized below:

- i.**(ie., base payment)
- ii.**(ie., contingencies, if any)
- iii.**(ie., change orders, if any)

6.2. Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage 10 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 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.

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 this Contract.

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 7104** 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 can not be made until 50 days after the fifteenth calendar day of the subsequent month. The Contractor shall provide at the City's request, reasonable documentation to substantiate Contractor's Application for Payment.

6.9.2 Progress and Final Payments

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

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

7.1. The Contractor further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from 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, 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, 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 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 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 any and all subsequent Contract changes. This insurance shall include the interests of the City, KBE Building Corporation, the Contractor and any 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. 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, 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 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 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 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. §135.38 may apply and the Contractor shall then be required to comply with the following (referred to as the "Section 3 clause"):

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

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

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

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

15.5. The Contractor will certify that any vacant employment positions, including

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

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

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

16. Termination.

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

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

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

16.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the

City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

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

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

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

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

16.4. Rights Upon Termination.

16.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the products and deliverables delivered to, in possession of and

properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses which it is permitted to transfer in accordance with the applicable third-party license. The City shall have no financial obligation to compensate the Contractor for such terminated products unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this Contract in whole or in part.

16.4.2 Termination for Lack of Funding or Convenience. In the event of termination by the City for lack of funding or convenience, the City shall pay the Contractor for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc.(including any holdbacks) installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. delivered to, in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. 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. 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.

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

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

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

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

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

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

20. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve-month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Contractor shall immediately make available to

the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

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

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

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

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

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

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

27. Changes in the Project: Change Orders.

27.1. Requests for Change Orders. The City reserves the right on its own volition or based upon a proposal for a Change Order submitted in written form with a thorough

explanation by the Contractor, to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and the functions and services to be performed by the Contractor under this Contract. Such changes must be authorized by the City. The City will not approve of any change orders, deletions, additions, or additional work items to the Scope of Services or any change in the terms and conditions of this Contract except by means of a City authorized amended Scope of Services, applicable and restricted to those items set forth in §1, above, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

27.2. Procedures.

27.2.1 The Contractor's Response to a Change Request.

- i. Within thirty (30) calendar days after receipt of a request by the City for any such change or such other period of time as the Parties may mutually agree to in writing, the Contractor shall submit to the City a proposal describing any changes in Contract Milestones or Contract completion dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.
- ii. To the extent that additional cost or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request.

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

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

27.3. City Discretion. The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following

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

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

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) the City's **RFP Number 7104** and (ii) the Contractor's Bid response to **RFP Number 7104**, dated _____, 20 _____. 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 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: _____

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

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

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

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

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

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

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

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

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

35.3 Bidder: 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, (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

CONSTRUCTION CONTRACT for Maloney Elementary School Chiller Replacement between
City of Waterbury and _____

[Signature page follows]

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:

By: _____

Its _____

Date: _____

ATTACHMENT A

CONSTRUCTION CONTRACTS - 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 LEP 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.

**CITY OF WATERBURY
BOARD OF EDUCATION**

**RFP # 7104
ATTACHMENT C**

Non-collusion and Acknowledgement Affidavit of the Proposer

(Must be submitted as part of Proposal)

**KEVIN MCCAFFERY
DIRECTOR OF PURCHASING
235 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 ("RFP"); that Proposer has informed itself fully in regard to all conditions pertaining to the subject matter of this Request for Proposal; and that with this representation, the undersigned makes this Proposal.

If applicable to this RFP, the undersigned: a) 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 and b) any Work resulting from this RFP shall be performed at the Proposal Prices as described in the Proposal Documents and except where expressly provided for otherwise in the RFP, these prices shall cover all expenses incurred in connection with any obligations resulting for this RFP and/or in performing the Work required under any Award, Purchase Order and/or Contract resulting from this RFP, of which this Proposal and Form are a part.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1 _____	4 _____
2 _____	5 _____
3 _____	6 _____

**CITY OF WATERBURY
BOARD OF EDUCATION**

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.

END OF ATTACHMENT C

**CITY OF WATERBURY
BOARD OF EDUCATION**

**RFP # 7104
ATTACHMENT D
Price Proposal**

**(Must be submitted as part of Proposal in a separate sealed envelope, marked
"Confidential: Price Proposal.")**

Date: _____

Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

(Print or Type Company/Corporate Name)

(Print or Type Business Address)

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on Attachment C, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

[Proposal continued on following page(s)]

**CITY OF WATERBURY
BOARD OF EDUCATION**

	Maloney Chiller Replacement	Amount in Words	Amount in Numbers
1.	Labor, Materials, & OH&P for the demolition and new installation for custom roof top air handler (RTU) and air cooled chiller (ACC), as described in the scope of work, drawings, and specifications:		\$ _____
2.	Controls integration scope for site BMS		\$ _____
3.	General Conditions, per Specifications:		\$ _____
	TOTAL OF ITEMS (1-3)		\$ _____

END OF ATTACHMENT D

**CITY OF WATERBURY
BOARD OF EDUCATION**

**RFP # 7104
ATTACHMENT E
Contractor Qualification Statement**

(Must be submitted as part of Proposal)

The undersigned certifies under oath the truth and correctness of statements and all answers to questions made hereinafter.

SUBMITTED TO: DEPARTMENT OF PURCHASING, CITY OF WATERBURY

SUBMITTED BY:

NAME: _____

BUSINESS NAME: _____ () Corporation

_____ () Partnership

OFFICE ADDRESS: _____ () Individual

_____ () Joint Venture

_____ () Other _____

PRINCIPAL OFFICE: _____

BUSINESS TELEPHONE NUMBER: _____

BUSINESS FAX NUMBER: _____

BUSINESS EMAIL ADDRESS: _____

(NOTE: Attach separate sheets as required)

1. How many years has your organization been in business?

2. How many years has your organization been in business under its present business name?

3. If a Corporation OR LLC, answer the following:

Date of Incorporation: _____

State of Incorporation: _____

President/Member: _____

Vice Presidents/Members: _____

Secretary/Member: _____

Treasurer/Member: _____

**CITY OF WATERBURY
BOARD OF EDUCATION**

4. If a Partnership, Individual, Joint Venture or other, answer the following:

Date of Incorporation: _____

State of Operation: _____

Officers and Titles:

5. List contracts on hand (other than existing contracts with the City of Waterbury). Schedule these, showing amount of each contract and the appropriate anticipated dates of completion/expiration:

NOTE: The City may contact one or more of the organization associated with the above-listed contracts as part of assessing the experience, expertise and capabilities of the Proposer.

6. Have you or your company ever failed to complete any work awarded to you, or have you ever defaulted on a contract?

If YES, please explain circumstance(s):

**CITY OF WATERBURY
BOARD OF EDUCATION**

7. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest with providing services to the City.

8. List your major equipment available for this contract.

9. Contractor's chain of command and off-hours telephone numbers, cellular and otherwise, to be used for the Project:

<hr/>	<hr/>
(Title)	(Name / Telephone Number)

<hr/>	<hr/>
(Title)	(Name / Telephone Number)

<hr/>	<hr/>
(Title)	(Name / Telephone Number)

**CITY OF WATERBURY
BOARD OF EDUCATION**

The undersigned certifies under oath to the truth and correctness of statements and all answers to questions made herein.

10. Dated at _____ this _____ day of _____, 20_____

Name of Contractor:

By:

(Print and sign name of duly authorized principal)

Title:

END OF ATTACHMENT E

**CITY OF WATERBURY
BOARD OF EDUCATION**

**RFP # 7104
ATTACHMENT F**

Scope of Services

**GENERAL DESCRIPTION
Technical Specifications**

CITY OF WATERBURY



CONTRACT DOCUMENTS

FOR

MALONEY ELEMENTARY SCHOOL **CHILLER REPLACEMENT**

(BID DATES AND MILESTONES)

Division	Section Title	Pages
DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS		
004113	BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)	5
DIVISION 01 - GENERAL REQUIREMENTS		
011000	SUMMARY	4
012300	ALTERNATES	2
013100	PROJECT MANAGEMENT AND COORDINATION	9
013300	SUBMITTAL PROCEDURES	6
015000	TEMPORARY FACILITIES AND CONTROLS	6
017419	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	5
017700	CLOSEOUT PROCEDURES	7
DIVISION 02 - EXISTING CONDITIONS		
024119	SELECTIVE DEMOLITION	7

END OF TABLE OF CONTENTS

DOCUMENT 004113 - BID FORM

1.1 BID INFORMATION

A. Bidder: _____.

1.2 Project Identification: Maloney Elementary School Chiller Replacement

- a. Project Location: 233 S Elm St, Waterbury, CT 06706
- b. Owner: City of Waterbury, Board of Education
- a. Owner's Representative: Mike Konopka, School Inspector, Waterbury Public Schools
- c. Owner's Representative: Rosh Maghfour, Waterbury Public Schools
- d. Engineer: BL Companies

1.3 CERTIFICATIONS AND BASE BID

- A. **Base Bid, Single-Prime (All Trades) Contract:** The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by BL Companies; having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

(SEE FOLLOWING PAGE)

1. Labor, Materials, & OH&P for the demolition and new installation for custom roof top air handler (RTU) and air cooled chiller (ACC), as described in the scope of work, drawings, and specifications:

_____ Dollars (\$_____).

2. Controls integration scope for site BMS

_____ Dollars (\$_____).

3. General Conditions, per Specifications:

_____ Dollars (\$_____).

4. Performance, Payment and Maintenance Bonds:

_____ Dollars (\$_____).

TOTAL OF ITEMS (1-4) _____ Dollars (\$_____).

1.4 ALTERNATES (see ALTERNATES 012300 for specific requirements)

- A. Bidder must attach completed 'ALTERNATES 012300' to this bid form.

1.5 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 30 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting ten percent (10%) of the Base Bid amount above:
- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.6 SUBCONTRACTORS AND SUPPLIERS

A. The following companies shall execute subcontracts for the portions of the Work indicated:

1. Demolition: _____.
 2. HVAC Work: _____.
 3. Electrical Work: _____.
 4. Controls Vendor: _____.
 5. Other (describe): _____.
- _____.

1.7 TIME OF COMPLETION

A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Owner, and shall fully complete the Work within the agreed upon calendar days.

1.8 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated _____.
2. Addendum No. 2, dated _____.
3. Addendum No. 3, dated _____.
4. Addendum No. 4, dated _____.

1.9 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.

1. Bid Form Supplement - Bid Bond Form (AIA Document A310).

1.10 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in State of Connecticut, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

(SEE FOLLOWING PAGE)

1.11 SUBMISSION OF BID

- A. Respectfully submitted this ____ day of _____, 2021.
- B. Submitted By: _____ (Name of bidding firm or corporation).
- C. Authorized Signature: _____ (Handwritten signature).
- D. Signed By: _____ (Type or print name).
- E. Title: _____ (Owner/Partner/President/Vice President).
- F. Witness By: _____ (Handwritten signature).
- G. Attest: _____ (Handwritten signature).
- H. By: _____ (Type or print name).
- I. Title: _____ (Corporate Secretary or Assistant Secretary).
- J. Street Address: _____.
- K. City, State, Zip: _____.
- L. Phone: _____.
- M. License No.: _____.
- N. Federal ID No.: _____ (Affix Corporate Seal Here).

END OF DOCUMENT 004113

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work by Owner.
5. Work under separate contracts.
6. Future work.
7. Purchase contracts.
8. Owner-furnished products.
9. Contractor-furnished, Owner-installed products.
10. Access to site.
11. Coordination with occupants.
12. Work restrictions.
13. Specification and Drawing conventions.
14. Miscellaneous provisions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 Project Identification: Maloney Elementary School Chiller Replacement

- a. Project Location: 233 S Elm St, Waterbury, CT 06706
- b. Owner: City of Waterbury, Board of Education
- a. Owner's Representative: Mike Konopka, School Inspector, Waterbury Public Schools
- c. Owner's Representative: Rosh Maghfour, Waterbury Public Schools
- d. Engineer: BL Companies

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Single-Prime Contractor will be required to perform the basic tasks as listed below, including all related work required to facilitate successful completion of project;
 - a. Demolition required facilitate installation of new work;
 - 1) Disconnect and drain chilled water; coordination with water pollution control authority for chilled water draining. System contains propylene/ethylene glycol.

- 2) Demolition and removal of custom HAAKON roof top air handler system, roof curb, and exterior ductwork.
 - 3) Demolition and removal of TRANE air cooled chiller
 - 4) Demolition and removal of selective piping, and accessories.
 - b. New installation;
 - 1) Installation of one (1) new custom Carrier roof top air handler system, with roof curb.
 - 2) Installation of one (1) new Carrier air cooled chiller, installed on existing dunnage.
 - 3) Chilled water piping, natural gas piping, and electrical conduit/ conductors extended to coordinate with new work.
 - 4) Integration of new equipment into existing BMS; controls per new sequence of operation.
 - 5) Roof work associated with the new installation; flashing, weather proofing, and repair work as required.
 - c. Startup and owner training
 - 1) Provide manufacturer startup for all equipment.
 - 2) Provide one (1) day of owner training with the manufacturer.
 - 3) Water quality testing and refilling glycol to replace quantity of fluid removed during draining/ demo.
2. The contractor will be required to provide temporary sanitary facilities during construction (portable toilettes).
3. The building owner will provide a secure room for on-site storage space. Contractor will be able to utilize this space for stock and tool storage, and office space during construction.
 - a. Contractor will be required to provide protections for finishes.
 - b. Contractor will be required to restore finishes to existing condition after construction.

B. Type of Contract:

1. Project will be constructed under a Single-Prime contract. Bidder must include all work required to comply with contract documents. No work shall be provided by owner.

1.4 ACCESS TO SITE

- A. General: Each Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
 1. Contractor shall perform daily cleaning and final cleaning.
- B. General: Each Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- C. Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 1. Driveways, Walkways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.

- a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- D. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- E. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.5 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
 - 2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.
- B. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 - 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
- C. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.
 - 1. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
 - 2. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

1.6 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 6:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise indicated.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Construction Manager Owner not less than two days in advance of proposed utility interruptions.
 - 2. Obtain Construction Manager's Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 - 1. Notify Construction Manager Owner not less than two days in advance of proposed disruptive operations.
 - 2. Obtain Construction Manager's Owner's written permission before proceeding with disruptive operations.
- E. Restricted Substances: Use of tobacco products and other controlled substances on Project site is not permitted.
- F. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- G. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
 - 1. Maintain list of approved screened personnel with Owner's representative.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.2 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

1.3 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Execute accepted alternates under the same conditions as other work of the Contract.
- C. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.
- D. Any other increases or decrease in contract sum, will be subject to same % adjustment for Bond costs, if alternate is accepted.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate 1 – Replace Glycol Feed Tank

1. ADD – Demo existing glycol feed tank, disconnect piping and electrical for reuse. Install new Axiom model SF100L, 100 gal glycol feed tank.
 - a. Storage/mixing tank with cover; pump suction hose with inlet strainer; pressure pump with thermal cutout; integral pressure switch; integral check valve; cord and plug; pre-charged accumulator tank with EPDM diaphragm; manual diverter valve for purging air and agitating contents of storage tank; pressure regulating valve adjustable (5 – 55 psig; set to system operating pressure) complete with pressure gauge; built-in check valve; union connection; ½” x 36” long flexible connection hose with check valve; low level pump cut-out. Pressure pump shall be capable of running dry without damage. Power supply 115/60/1 0.7 A. Unit shall be completely pre-assembled and certified by a recognized testing agency to CSA standard C22.2 No 68.
 - b. Provide with low level alarm w/ remote monitoring contacts. Integrate alarm contacts with BMS. When glycol system is low an alarm shall indicate so via the existing BMS.
 - c. Provide 100 gallons of 30% glycol solution w/ inhibitors. Coordinate glycol type with existing system glycol.

(Fill in the applicable line below)

ADD \$ _____

END OF SECTION 012300

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. RFIs.
 - 4. Digital project management procedures.
 - 5. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Requirements:
 - 1. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

1.2 DEFINITIONS

- A. BIM: Building Information Modeling.
- B. RFI: Request for Information. Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.3 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. Post copies of list in project meeting room, in temporary field office, in web-based Project software directory, and in prominent location in built facility. Keep list current at all times.

1.4 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its own operations with operations included in different Sections that depend on each other for proper installation, connection, and operation.
 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and direction of Project coordinator to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 1. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.

1.5 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
 - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
 - b. Coordinate the addition of trade-specific information to coordination drawings in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
 - c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
 - e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
 - f. Indicate required installation sequences.
 - g. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

1.6 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
 2. Project number.
 3. Date.
 4. Name of Contractor.
 5. Name of Architect and Construction Manager.

6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: AIA Document G716.
1. Attachments shall be electronic files in PDF format.
- D. Architect's and Construction Manager's Action: Architect and Construction Manager will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect or Construction Manager after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect or Construction Manager of additional information.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect and Construction Manager in writing within 10 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly.
1. Project name.
 2. Name and address of Contractor.

3. Name and address of Architect and Construction Manager.
 4. RFI number including RFIs that were returned without action or withdrawn.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's and Construction Manager's response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.
- F. On receipt of Architect's and Construction Manager's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect and Construction Manager within seven days if Contractor disagrees with response.

1.7 DIGITAL PROJECT MANAGEMENT PROCEDURES

- A. Architect's Data Files Not Available: Architect will not provide Architect's digital data files for Contractor's use during construction.
- B. Use of Architect's Digital Data Files: Digital data files of Architect's will be provided by Architect for Contractor's use during construction.
1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project record Drawings.
 2. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.
- C. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

1.8 PROJECT MEETINGS

- A. General: Construction Manager will schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times a minimum of 10 working days prior to meeting.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, Construction Manager, and Architect, within three days of the meeting.

- B. Preconstruction Conference: Construction Manager will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
1. Attendees: Authorized representatives of Owner, Construction Manager, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Responsibilities and personnel assignments.
 - b. Tentative construction schedule.
 - c. Phasing.
 - d. Critical work sequencing and long lead items.
 - e. Designation of key personnel and their duties.
 - f. Lines of communications.
 - g. Use of web-based Project software.
 - h. Procedures for processing field decisions and Change Orders.
 - i. Procedures for RFIs.
 - j. Procedures for testing and inspecting.
 - k. Procedures for processing Applications for Payment.
 - l. Distribution of the Contract Documents.
 - m. Submittal procedures.
 - n. Sustainable design requirements.
 - o. Preparation of Record Documents.
 - p. Use of the premises and existing building.
 - q. Work restrictions.
 - r. Working hours.
 - s. Owner's occupancy requirements.
 - t. Responsibility for temporary facilities and controls.
 - u. Procedures for moisture and mold control.
 - v. Procedures for disruptions and shutdowns.
 - w. Construction waste management and recycling.
 - x. Parking availability.
 - y. Office, work, and storage areas.
 - z. Equipment deliveries and priorities.
 - aa. First aid.
 - bb. Security.
 - cc. Progress cleaning.
 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Project Closeout Conference: Construction Manager will schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 30 days prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Project closeout.
 2. Attendees: Authorized representatives of Owner, Construction Manager, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and

other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:

- a. Preparation of Record Documents.
- b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
- c. Procedures for completing and archiving web-based Project software site data files.
- d. Submittal of written warranties.
- e. Requirements for completing sustainable design documentation.
- f. Requirements for preparing operations and maintenance data.
- g. Requirements for delivery of material samples, attic stock, and spare parts.
- h. Requirements for demonstration and training.
- i. Preparation of Contractor's punch list.
- j. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
- k. Submittal procedures.
- l. Coordination of separate contracts.
- m. Owner's partial occupancy requirements.
- n. Installation of Owner's furniture, fixtures, and equipment.
- o. Responsibility for removing temporary facilities and controls.

4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

D. Progress Meetings: Construction Manager will conduct progress meetings at regular intervals.

1. Coordinate dates of meetings with preparation of payment requests.
2. Attendees: In addition to representatives of Owner, Construction Manager, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.

- 3) Resolution of BIM component conflicts.
 - 4) Status of submittals.
 - 5) Status of sustainable design documentation.
 - 6) Deliveries.
 - 7) Off-site fabrication.
 - 8) Access.
 - 9) Site use.
 - 10) Temporary facilities and controls.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) Status of RFIs.
 - 16) Status of Proposal Requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.
 - 20) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
- a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- E. Coordination Meetings: Construction Manager will conduct Project coordination meetings at regular intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
1. Attendees: In addition to representatives of Owner, Construction Manager, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
 - c. Review present and future needs of each contractor present, including the following:

- 1) Interface requirements.
- 2) Sequence of operations.
- 3) Resolution of BIM component conflicts.
- 4) Status of submittals.
- 5) Deliveries.
- 6) Off-site fabrication.
- 7) Access.
- 8) Site use.
- 9) Temporary facilities and controls.
- 10) Work hours.
- 11) Hazards and risks.
- 12) Progress cleaning.
- 13) Quality and work standards.
- 14) Status of RFIs.
- 15) Proposal Requests.
- 16) Change Orders.
- 17) Pending changes.

3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 BASELINE PROJECT SCHEDULE

- A. Contract Award and Notice to Proceed **TBD** at discretion of CM.
- B. Start Construction **TBD** at discretion of CM.
- C. Required Substantial Completion of Construction for Boiler Room 9/1/2020

END OF SECTION 013100

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.

B. Related Requirements:

1. Section 013100 "Project Management and Coordination" for submitting coordination drawings and subcontract list and for requirements for web-based Project software.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's and Construction Manager's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's and Construction Manager's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.3 SUBMITTAL SCHEDULE

- A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and Construction Manager and additional time for handling and reviewing submittals required by those corrections.
 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
 2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.

4. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal Category: Action; informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Architect's and Construction Manager's final release or approval.
 - g. Scheduled dates for purchasing.
 - h. Scheduled date of fabrication.
 - i. Scheduled dates for installation.
 - j. Activity or event number.

1.4 SUBMITTAL FORMATS

- A. Submittal Information: Include the following information in each submittal:
 1. Project name.
 2. Date.
 3. Name of Architect.
 4. Name of Construction Manager.
 5. Name of Contractor.
 6. Name of firm or entity that prepared submittal.
 7. Names of subcontractor, manufacturer, and supplier.
 8. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier; and alphanumeric suffix for resubmittals.
 9. Category and type of submittal.
 10. Submittal purpose and description.
 11. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
 12. Drawing number and detail references, as appropriate.
 13. Indication of full or partial submittal.
 14. Location(s) where product is to be installed, as appropriate.
 15. Other necessary identification.
 16. Remarks.
 17. Signature of transmitter.
- B. Options: Identify options requiring selection by Architect.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect and Construction Manager on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. PDF Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

1.5 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Email: Prepare submittals as PDF package, and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.
 - a. Architect, through Construction Manager, will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.
 - 2. Web-Based Project Software: Prepare submittals in PDF form, and upload to web-based Project software website. Enter required data in web-based software site to fully identify submittal.
 - 3. Paper: Prepare submittals in paper form, and deliver to Architect.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 - 4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect and Construction Manager reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Construction Manager's receipt of submittal. 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 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Construction Manager will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
 - 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.

2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Architect's and Construction Manager's action stamp.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's and Construction Manager's action stamp.

1.6 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams that show factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before Shop Drawings, and before or concurrent with Samples.
- B. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.

4. Location within room or space.

C. Certificates:

1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

D. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - a. Name of evaluation organization.
 - b. Date of evaluation.
 - c. Time period when report is in effect.
 - d. Product and manufacturers' names.

- e. Description of product.
- f. Test procedures and results.
- g. Limitations of use.

1.7 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect and Construction Manager.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
 - 1. Architect and Construction Manager will not review submittals received from Contractor that do not have Contractor's review and approval.

1.8 ARCHITECT'S AND CONSTRUCTION MANAGER'S REVIEW

- A. Action Submittals: Architect and Construction Manager will review each submittal, indicate corrections or revisions required, and return it.
 - 1. PDF Submittals: Architect and Construction Manager will indicate, via markup on each submittal, the appropriate action.
- B. Informational Submittals: Architect and Construction Manager will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect and Construction Manager will forward each submittal to appropriate party.
- C. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- D. Architect and Construction Manager will return without review submittals received from sources other than Contractor.
- E. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Architect, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.4 INFORMATIONAL SUBMITTALS

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.
- B. Implementation and Termination Schedule: Within 15 days of date established for commencement of the Work, submit schedule indicating implementation and termination dates of each temporary utility.
- C. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.
- D. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

- E. Moisture- and Mold-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage and mold.
- F. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Include the following:
 - 1. Locations of dust-control partitions at each phase of work.
 - 2. HVAC system isolation schematic drawing.
 - 3. Location of proposed air-filtration system discharge.
 - 4. Waste-handling procedures.
 - 5. Other dust-control measures.

1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the United States Access Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

1.6 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Dust-Control Adhesive-Surface Walk-Off Mats: Provide mats minimum 36 by 60 inches.
- B. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Owner will provide interior space for field offices for duration of Project.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
 - 3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return-air grille in system and remove at end of construction and clean HVAC system as required in Section 017700 "Closeout Procedures."

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - 1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
 - 1. Toilets: Use of Owner's existing toilet facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

- D. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
 - 1. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.
- E. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- C. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
 - 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
 - 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 - 3. Maintain and touch up signs so they are legible at all times.
- D. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."
- F. Existing Elevator Use: Use of Owner's existing elevators will be permitted, provided elevators are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore elevators to condition existing before initial use, including replacing worn cables, guide shoes, and similar items of limited life.
 - 1. Do not load elevators beyond their rated weight capacity.
 - 2. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.
- G. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.

1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.
- H. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

3.4 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.
1. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
 2. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
 3. Indicate methods to be used to avoid trapping water in finished work.
- B. Controlled Construction Period: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
 2. Use temporary or permanent HVAC system to control humidity within ranges specified for installed and stored materials.
 3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
 - a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective and require replacing.
 - b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
 - c. Remove and replace materials that cannot be completely restored to their manufactured moisture level within 48 hours.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Salvaging nonhazardous demolition and construction waste.
2. Recycling nonhazardous demolition and construction waste.
3. Disposing of nonhazardous demolition and construction waste.

B. Related Requirements:

1. Section 011200 "Multiple Contract Summary" for coordination of responsibilities for waste management.
2. Section 024116 "Structure Demolition" for disposition of waste resulting from demolition of buildings, structures, and site improvements.
3. Section 024119 "Selective Demolition" for disposition of waste resulting from partial demolition of buildings, structures, and site improvements.
4. Section 042000 "Unit Masonry" for disposal requirements for masonry waste.
5. Section 044313.13 "Anchored Stone Masonry Veneer" for disposal requirements for excess stone and stone waste.
6. Section 044313.16 "Adhered Stone Masonry Veneer" for disposal requirements for excess stone and stone waste.
7. Section 311000 "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

1.2 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.3 PERFORMANCE REQUIREMENTS

- A. General: Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate disposal, recycling, and salvage of materials.

1. Demolition Waste:

- a. Concrete.
- b. Concrete masonry units.
- c. Insulation.
- d. Gypsum board.
- e. Acoustical tile and panels.
- f. Demountable partitions.
- g. Equipment.
- h. Piping.
- i. Supports and hangers.
- j. Valves.
- k. Mechanical equipment.
- l. Electrical conduit.
- m. Copper wiring.

2. Construction Waste:

- a. Masonry and CMU.
- b. Lumber.
- c. Wood sheet materials.
- d. Wood trim.
- e. Metals.
- f. Roofing.
- g. Insulation.
- h. Carpet and pad.
- i. Gypsum board.
- j. Piping.
- k. Electrical conduit.
- l. Packaging: Regardless of salvage/recycle goal indicated in "General" Paragraph above, salvage or recycle 100 percent of the following uncontaminated packaging materials:
 - 1) Paper.
 - 2) Cardboard.
 - 3) Boxes.
 - 4) Plastic sheet and film.
 - 5) Polystyrene packaging.
 - 6) Wood crates.
 - 7) Plastic pails.

1.4 ACTION SUBMITTALS

- A. Waste Management Plan: Submit plan within 7 days of date established for the Notice of Award.

1.5 INFORMATIONAL SUBMITTALS

- A. Waste Disposal Company: Contactor shall retain a waste disposal service for all refuse related to this scope of work.

1.6 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Waste Management Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to waste management including, but not limited to, the following:
 - 1. Review and discuss waste management plan including responsibilities of waste management coordinator.
 - 2. Review requirements for documenting quantities of each type of waste and its disposition.
 - 3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 - 4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 - 5. Review waste management requirements for each trade.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Owner's Use: Salvage items for Owner's use and handle as follows:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
 - 3. Store items in a secure area until delivery to Owner.
 - 4. Transport items to Owner's storage area on-site as designated by Owner.
 - 5. Protect items from damage during transport and storage.

3.2 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
 - 1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.
 - 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 - 4. Store components off the ground and protect from the weather.
 - 5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.

3.3 RECYCLING CONSTRUCTION WASTE

- A. Packaging:
 - 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
 - 2. Polystyrene Packaging: Separate and bag materials.
 - 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
 - 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

3.4 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.

- C. Burning: Burning of waste materials is permitted only at designated areas on Owner's property, provided required permits are obtained. Provide full-time monitoring for burning materials until fires are extinguished.
- D. Disposal: Remove waste materials and dispose of at designated spoil areas on Owner's property.
- E. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION 017419

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at final completion.

1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest control inspection.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Construction Manager. Label with manufacturer's name and model number.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Construction Manager's signature for receipt of submittals.
 - 5. Submit testing, adjusting, and balancing records.
 - 6. Submit sustainable design submittals not previously submitted.
 - 7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Advise Owner of pending insurance changeover requirements.
 - 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 3. Complete startup and testing of systems and equipment.
 - 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 - 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
 - 6. Advise Owner of changeover in utility services.
 - 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 - 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 9. Complete final cleaning requirements.

10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment.
2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit final completion photographic documentation.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:

- a. Project name.
 - b. Date.
 - c. Name of Architect and Construction Manager.
 - d. Name of Contractor.
 - e. Page number.
4. Submit list of incomplete items in the following format:
 - a. MS Excel electronic file. Architect, through Construction Manager, will return annotated file.
 - b. PDF electronic file. Architect, through Construction Manager, will return annotated file.

1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- D. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
 1. Submit on digital media acceptable to Architect.
- E. Warranties in Paper Form:
 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- F. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
 - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are not planted, mulched, or paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.

- j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
 - p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
 - q. Leave Project clean and ready for occupancy.
- C. Pest Control: Comply with pest control requirements in Section 015000 "Temporary Facilities and Controls." Prepare written report.
- D. Construction Waste Disposal: Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
- 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
 - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 - 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Demolition and removal of selected site elements.
3. Salvage of existing items to be reused or recycled.

B. Related Requirements:

1. Section 011000 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
2. Section 015639 "Temporary Tree and Plant Protection" for temporary protection of existing trees and plants that are affected by selective demolition.
3. Section 017300 "Execution" for cutting and patching procedures.
4. Section 013516 "Alteration Project Procedures" for general protection and work procedures for alteration projects.
5. Section 311000 "Site Clearing" for site clearing and removal of above- and below-grade improvements not part of selective demolition.

1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.3 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

- 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.4 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at site.

- 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review structural load limitations of existing structure.
 - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
 - 5. Review areas where existing construction is to remain and requires protection.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For refrigerant recovery technician.

- B. Engineering Survey: Submit engineering survey of condition of building.

- C. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.

- D. Schedule of Selective Demolition Activities: Indicate the following:

- 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building manager's on-site operations are uninterrupted.
 - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 - 3. Coordination for shutoff, capping, and continuation of utility services.
 - 4. Use of elevator and stairs.
 - 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

- E. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Comply with Section 013233 "Photographic Documentation." Submit before Work begins.

- F. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

- G. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.6 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.

1.7 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.8 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. Hazardous materials will be removed by Owner before start of the Work.
 - 2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Hazardous Materials: Present in buildings and structures to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
 - 1. Hazardous material remediation is specified elsewhere in the Contract Documents.
 - 2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
 - 3. Owner will provide material safety data sheets for suspected hazardous materials that are known to be present in buildings and structures to be selectively demolished because of building operations or processes performed there.
- F. Storage or sale of removed items or materials on-site is not permitted.
- G. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.

1.9 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Verify that hazardous materials have been remediated before proceeding with building demolition operations.
- D. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
 - 2. Arrange to shut off utilities with utility companies.
 - 3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 4. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.

- a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
- b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
- c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
- d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
- e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
- f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
- g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.

3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 1. Strengthen or add new supports when required during progress of selective demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.

2. 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. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 4. 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.
 5. Maintain fire watch during and for at least 2 hours after flame-cutting operations.
 6. Maintain adequate ventilation when using cutting torches.
 7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 10. Dispose of demolished items and materials promptly. Comply with requirements in Section 017419 "Construction Waste Management and Disposal."
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Salvaged Items: See Section 017419 "Construction Waste Management and Disposal."
1. Clean salvaged items.
 2. Pack or crate items after cleaning. Identify contents of containers.
 3. Store items in a secure area until delivery to Owner.
 4. Transport items to Owner's storage area on-site designated by Owner.
 5. Protect items from damage during transport and storage.
- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and recycle or dispose of them according to Section 017419 "Construction Waste Management and Disposal."
1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

4. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."

B. Burning: Do not burn demolished materials.

3.6 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.7 SELECTIVE DEMOLITION SCHEDULE

1. Remove and Salvage:
 - a. Owner may reclaim refrigerant from equipment at their discretion. Owner will coordinate with contractor and facilitate refrigeration removal under separate contract. If owner elects to remove refrigerant, they will be solely responsible for all regulatory compliance, documentation, and proper handling/ storage.
 - b.

END OF SECTION 024119

MALONEY ELEMENTARY SCHOOL CHILLER REPLACEMENT

233 S ELM STEET
WATERBURY, CT 06706

ISSUED FOR BID
NOVEMBER 22, 2021



ARCHITECTURE
ENGINEERING
ENVIRONMENTAL
LAND SURVEYING

355 Research Parkway
Meriden, CT 06450
(203) 630-1406
(203) 630-2615 Fax

BL PROJECT No. 2101732.00

LIST OF DRAWINGS

MECHANICAL

M0.00	COVER
M0.01	GENERAL NOTES, SYMBOLS, ABBREVIATIONS
M0.02	SPECIFICATIONS
MD1.01	MECHANICAL DEMOLITION ROOF PLAN
M1.01	MECHANICAL NEW WORK ROOF PLAN
M5.00	MECHANICAL SCHEDULES AND DETAILS
M5.01	MECHANICAL SCHEDULES AND DETAILS
M5.02	MECHANICAL SCHEDULES AND DETAILS

ELECTRICAL

E0.01	GENERAL NOTES, SYMBOLS, ABBREVIATIONS
E0.02	SPECIFICATIONS
E1.01	ELECTRICAL NEW WORK ROOF PLANS
E4.01	ELECTRICAL DETAILS

MECHANICAL NOTES

1. REFER TO ELECTRICAL DEMOLITION DRAWINGS FOR COMPLETE SCOPE OF WORK. TAKE CAUTION IN DEMOLITION OF MECHANICAL EQUIPMENT. ALL MECHANICAL INSTALLATIONS SHALL COMPLY WITH LOCAL AND STATE CODES.
2. CONTRACTOR SHALL REMOVE ALL PIPING/DUCTWORK AND EQUIPMENT INDICATED ON DRAWINGS INCLUDING ALL HANGERS, PLENUM WALLS, DAMPERS, WIREMOLD, WIRING CONTROLS, TSTATS, ETC. ASSOCIATED W/ EACH PIECE OF EQUIPMENT. MECHANICAL EQUIPMENT SHALL NOT BE ABANDONED IN PLACE.
3. WHERE EXISTING ITEMS PENETRATE A WALL, ROOF & FLOOR, CONTRACTOR SHALL INFILL PENETRATIONS THROUGH WALL/ROOF W/ LIKE MATERIALS. REFER TO ARCHITECTURAL PLANS FOR WALL, FLOOR TYPES. PATCH & REPAIR TO MATCH SURROUNDING SURFACES INCLUDING PAINT.
4. WHERE INDICATED, DUCTWORK AND PIPING OR PORTIONS OF DUCTWORK AND PIPING SHALL BE REUSED. REFER TO DRAWINGS PLANS FOR POINTS OF CONNECTIONS. FIELD VERIFY EXISTING CONDITIONS.
5. PROTECT EXISTING FINISHES, FLOORS, SURFACES, CEILING TILES, CEILING GRID, ETC. DURING THE DEMOLITION PROCESS. REINSTALL CEILING GRID AND TILES OR REPLACE AND REINSTALL CEILING GRID AND TILES IF DAMAGED AND REPAIR OTHER DAMAGED SURFACES PRIOR TO COMPLETION OF WORK.
6. CONTRACTOR SHALL PROVIDE ALL LABOR AND MATERIALS REQUIRED TO TRACE ALL EXISTING AND RELATED DUCT, PIPING AND CONTROL SYSTEMS IN WORK AREAS AND OUTSIDE AREAS PRIOR TO WORK.
7. COORDINATE EXACT LOCATION OF ALL NEW EQUIPMENT WITH ARCHITECT'S FINISHED CEILING PLAN, SPRINKLER PIPING AND ELECTRICAL CONDUITS. ALSO, CONTRACTOR SHALL COORDINATE WITH OWNER SUPPLIED AND INSTALLED EQUIPMENT. NO EXTRAS SHALL BE AWARDED FOR REVISIONS CAUSED BY LACK OF COORDINATION.
8. EXACT CONDITIONS TO BE VERIFIED IN THE FIELD DUE TO AREAS/DUCTS BEING INACCESSIBLE. DESIGN WAS BASED ON EXISTING DESIGN DRAWINGS AND LIMITED SURVEY. CONTRACTOR SHALL VISIT THE SITE TO VERIFY THE CONSTRUCTION CONDITIONS BEFORE SUBMITTING BID AND FABRICATION.
9. DRAWINGS ARE DIAGRAMMATIC, THEREFORE DETERMINE EXACT LOCATIONS OF SYSTEMS/COMPONENTS IN FIELD USING FIELD CONDITIONS.
10. CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND FOLLOWING OWNERS RULES AND STANDARDS PRIOR TO BID, WORK AND COMPLETION OF PROJECT.
11. ALL EXISTING EQUIPMENT AND NEW EQUIPMENT, DUCTS AND PIPING PENETRATING THE NEW FIRE RATED WALLS TO BE FIRE SEALED.
12. PIPING LAYOUTS ARE SCHEMATIC. FIELD COORDINATE ALL PIPE RUNS. (PRIOR TO PIPE INSTALLATION) NO EXTRAS SHALL BE AWARDED FOR PIPE REVISIONS CAUSED BY LACK OF COORDINATION.
13. CONTRACTOR IS RESPONSIBLE FOR THE COORDINATION OF CHILLED WATER SHUT DOWN, VERIFYING FLOW DIRECTION OF EXISTING PIPING AND THE LABOR AND MATERIALS FOR THE DRAINING, FILLING, VENTING AND START-UP OF SYSTEM.

ABBREVIATIONS

(NOTE: ALL ABBREVIATIONS MAY NOT APPEAR ON DRAWINGS)

A	Amps, Ampere	KWH	Kilowatt – Hour
ABS	Above	L	Length
ABC	Above Counter	LAT	Leaving Air Temperature
ABV	Above	LAT	Latent (BTU)
A/C	Air Conditioner	LB	Pounds (Weight)
AC	Alternating Current	LF	Linear Foot
ADJ	Adjacent	LTG	Lighting
AF	Amp Froms	LWT	Leaving Water Temperature
AF	Above Finish Floor	MA	Mill Amps
AFG	Above Finish Grade	MAX	Maximum
AHU	Air Handling Unit	MBTUH	Thousand British Thermal Unit Per Hour
AIC	Ampere Interrupting Capacity	MCB	Main Circuit Breaker
AMB	Ambient	MCC	Motor Control Center
AT	Amp Trip	MCF	Thousand Cubic Feet
AUX	Auxiliary, Auxiliaries	MCN	Thousand Circular Mils
AV	Audio Visual	MECH	Mechanical
BUDG	Building	MIC	Microphone
BTU	British Thermal Unit	MIN	Minimum
BTUH	British Thermal Unit Per Hour	MISC	Miscellaneous
C	Cable	MTD	Mounted
CAT	Catalogue	MTG	Mounting
CB	Circuit Breaker	MTL	Metal
CD	Condensate Drain	MTR	Motor
CFH	Cubic Feet Per Hour	MTRZD	Motorized
CFM	Cubic Feet Per Minute	MVD	Manual Volume Damper
CHR	Chilled Water Return	N	Neutral
CHS	Chilled Water Supply	NA	Not Applicable
CI	Cast Iron	NC	Normally Closed
CKT	Circuit	NEC	National Electrical Code
CLG	Ceiling	NEMA	National Electrical Manufacturers Association
CO	Clean Out	NEPA	National Fire Protection Association
COL	Column	NI	Not In Contract
COMM	Communication	NO	Normally Open
CONC	Concrete	NO	Number
CONN	Connect	OA	Outside Air
CONST	Construction	OBD	Opposed Blade Damper
CONT	Continuous	OC	On Center
CONTR	Contractor	OD	Outside Diameter
COP	Coefficient Of Performance	ODS	Overflow Downspout
CR	Curt Reader	OZ	Ounce
CT	Cooling Tower	P	Poles
CT	Current Transformer	PE	Photo-Electric
CU	Condensing Unit	PD	Pressure Drop
CVO	Cold Water Valved Opening	PERF	Perforated
CW	Cold Water	PF	Power Factor
CWR	Condenser Water Return	PH	Phase
CWS	Condenser Water Supply	PLBG	Plumbing
D	Depth	PNL	Panel
DB	Dry Bulb	PSI	Pounds Per Square Inch
DC	Direct Current	PSIA	Pounds Per Square Inch–Absolute
DFU	Drainage Fixture Units	PSIG	Pounds Per Square Inch–Gauge
DA	Diameter	PVC	Polyvinyl Chloride
DIFF	Diffuser	PWR	Power
DN	Down	QTY	Quantity
DS	Downspout	R/A	Return Air
DTL	Detail	RCP	Reflected Ceiling Plan
DWG	Drawing	RCF	Reinforced Concrete Pipe
EA	Each	REC	Receptacle
EAT	Entering Air Temperature	REF	Reference
ECC	Electrical Contractor	REFR	Refrigerator
EDH	Electric Duct Heater	REQD	Required
EER	Energy Efficiency Ratio	RLA	Running Load Amps
EL	Elevation	RM	Room
ELEC	Electrical	RMS	Root Mean Squared
ELEV	Elevator	RPM	Revolutions Per Minute
EMER	Emergency	RQMT	Requirement
EQ	Equipment	RT	Rainlight
EQUIP	Equipment	RTU	Roof Top Unit
ESP	External Static Pressure	SA	Supply Air
EWT	Entering Water Temperature	SD	Storm Drain
EXH	Exhaust	SEER	Seasonal Energy Efficiency Ratio
EXIST	Existing	SENS	Sensible (BTU)
EXP	Expansion	SFU	Supply Fixture Units
°F	Degrees Fahrenheit	SH	Sheet
FA	Fire Alarm	SHT MTL	Sheet Metal
FA	Free Area	SP	Static Pressure
FCU	Fan Coil Unit	SPECS	Specifications
FD	Fire Damper	SPKR	Speaker
FD	Floor Drain	SQ	Square
FDR	Feeder	SQFT	Square Feet
FF	Finish Floor	SS, SAN	Sanitary Sewer
FIXT	Fixture	SSC	Short Circuit Current
FL	Flow Line	STD	Standard
FLUOR	Fluorescent	SURF	Surface
FN	Full Neutral	SW	Switch
FPM	Feet Per Minute	SWBD	Switchboard
FPB	Fan Powered VAV Terminal Unit	SWGR	Switchgear
FS	Fused Switch	SYM	Symmetrical
FT	Feet	T-STAT	Thermostat
F/A	From Above	TC	Timeclock
F/B	From Below	TELE	Telephone
G	Ground	TOT	Total (BTU)
GAL	Gallons	TTB	Telephone Terminal Board
GALV	Galvanized	TYP	Typical
GC	General Contractor	UF	Underfloor
GEN	Generator	UN	Unless Otherwise Noted
GFI	Ground Fault Interrupter	V	Vacuum
GFI	Ground Fault Circuit Interrupter	V	Volt
GPH	Gallons Per Hour	VA	Volt–Amps
GPM	Gallons Per Minute	VAV	Variable Air Volume
H	Height	VERT	Vertical
HD	Head	VENT	Vent
HORIZ	Horizontal	VPO	Vent Plugged Opening
HP	Horsepower	VT	Vent
HTG	Heating	VTR	Vent Thru The Roof
HVAC	Heating, Ventilation, & Air Conditioning	VV	Variable Volume Terminal Unit
HWC	Hot Water Recirculation (Domestic)	W	Watts
HWR	Hot Water Return	W	Width
HWS	Hot Water Supply	WB	Wet Bulb
IG	Isolated Ground	WH	Water Heater
IN	Inches	WP	Weatherproof
IN WC	Inches Water Column	WFO	Waste Plugged Opening
INCAND	Incandescent	WT	Weight
KA	Kilocalories	XFMR	Transformer
KVA	Kilovolt Amperes	Y	Yield
KW	Kilowatt		

HVAC LEGEND

(NOTE: ALL SYMBOLS MAY NOT APPEAR ON DRAWINGS)

SINGLE LINE	DESCRIPTION	SINGLE LINE	DESCRIPTION	DOUBLE LINE
	T&P VALVE		90° ELBOW DOWN	
	PRESSURE GAUGE–2-1/2" DIAL, W/ 1/4" VALVE		90° ELBOW UP	
	FLOW SWITCH		REDUCER, ECCENTRIC	
	CONSTANT FLOW DEVICE – EQUAL TO GRISWOLD		REDUCER, CONCENTRIC	
	CHILLED WATER SUPPLY		SUPPLY DUCT	
	CHILLED WATER RETURN		RETURN DUCT	
	CONDENSER WATER SUPPLY		EXHAUST DUCT	
	CONDENSER WATER RETURN		FLEXIBLE DUCT CONNECTION	
	GAS PIPING		EXISTING DUCT	
	DRAIN LINE		NEW DUCT	
	FLEXIBLE PIPE CONNECTION		REMOVE EXISTING DUCTWORK	
	HOT WATER RETURN		MANUAL VOLUME DAMPER	
	HOT WATER SUPPLY		MOTORIZED DAMPER	
	PITCH DOWN IN DIRECTION OF ARROW		BAROMETRIC DAMPER	
	GAS COOK		ROUND RADIUS ELBOW	
	THERMOMETER		RECTANGULAR RADIUS ELBOW	
	COMBINATION PRESSURE & TEMPERATURE TAP (PETIE'S PLUG)		RECTANGULAR ELBOW WITH TURNING VANES	
	STRAINER WITH BLOW OFF		BRANCH TAKE-OFF WITH RADIUS HEEL & EXTRACTOR	
	UNION OR FLANGED CONNECTION		LINED DUCTWORK	
	OS & Y VALVE			
	VALVE			
	BUTTERFLY VALVE (WITH M = MOTORIZED)			
	BALL VALVE (WITH S = SOLENOID)			
	CHECK VALVE			
	PRESSURE RELIEF VALVE			
	AUTOMATIC, 2 WAY VALVE			
	AUTOMATIC, 3 WAY VALVE			
	EXISTING PIPE			
	NEW PIPE			
	REMOVE EXISTING PIPING & EQUIPMENT			
	NEW SUPPLY AIR DIFFUSER			
	EXISTING SUPPLY AIR GRILLE			
	NEW RETURN GRILLE			
	NEW EXHAUST GRILLE			
	ROUND DUCT SIZE			
	DIRECTION OF RETURN AIR			
	SUPPLY AIR DIRECTION			
	THERMOSTAT, REMOTE SENSOR			
	POINT OF CONNECTION			
	POINT OF DISCONNECTION			
	VARIABLE FREQUENCY DRIVE			
	MOTOR			
	EXISTING TO REMAIN			

A. GENERAL REQUIREMENTS

1. THE BUILDING AUTOMATION SYSTEM (BAS) SYSTEM SHALL BE DESIGNED, INSTALLED, AND SERVICED BY MANUFACTURER AUTHORIZED AND TRAINED PERSONNEL. SYSTEM PROVIDER SHALL HAVE AN EMPLOYED, FULL-TIME, SUPPORT FACILITY WITHIN 100 MILES OF PROJECT SITE. SUPPORT FACILITY SHALL HAVE STAFF, SPARE PARTS INVENTORY, AND NECESSARY TEST AND DIAGNOSTIC EQUIPMENT.
2. THE CONTRACTOR SHALL PROVIDE FULL-TIME, ON-SITE, EXPERIENCED PROJECT MANAGER FOR THE PROJECT DURING THE PERIOD OF CONSTRUCTION AND COMMISSIONING OF THE BAS SYSTEM.
3. BIDDERS SHALL PROVIDE A LIST OF AT LEAST 10 PROJECTS, SIMILAR IN SIZE AND SCOPE TO THIS PROJECT, WITH CONTACT INFORMATION FOR THE PROJECT SUPERVISOR OF THE DESIGN, INSTALLATION, START-UP, AND COMMISSIONING OF THE BAS SYSTEM.
4. MATERIALS AND EQUIPMENT SHALL BE MANUFACTURER'S LATEST STANDARD DESIGN THAT COMPLES WITH THE SPECIFICATION REQUIREMENTS.
5. ALL BAS PEER-TO-PEER NETWORK CONTROLLERS, CENTRAL SYSTEM CONTROLLERS AND LOCAL CONTROLLERS SHALL BE COMPLIANT WITH THE STANDARD 100 BASE-T CATEGORY 1 PLX2.
6. ALL ELECTRONIC EQUIPMENT SHALL CONFORM TO THE REQUIREMENTS OF FCC REGULATION, PART 15, GOVERNING RADIO FREQUENCY ELECTROMAGNETIC INTERFERENCE AND BE SO LABELED.
7. THE BAS SYSTEM SHALL BE DESIGNED, INSTALLED, AND COMMISSIONED BY THE MANUFACTURER OR BY REPRESENTATIVE'S LOCAL OFFICE THAT MUST BE WITHIN 100 MILES OF PROJECT SITE.

1. WARRANTY SHALL COVER ALL COSTS FOR PARTS, LABOR, ASSOCIATED TRAVEL, AND EXPENSES FOR A PERIOD OF ONE YEAR FROM COMPLETION OF SYSTEM ACCEPTANCE.
2. HARDWARE AND SOFTWARE PERSONNEL SUPPORTING THIS WARRANTY AGREEMENT SHALL PROVIDE ON-SITE OR OFF-SITE SERVICE IN A TIMELY MANNER AFTER FAILURE NOTIFICATION TO THE VENDOR. THE MAXIMUM ACCEPTABLE RESPONSE TIME TO PROVIDE THIS SERVICE AT THE SITE SHALL BE 24 HOURS, MONDAY THROUGH FRIDAY AND 48 HOURS ON SATURDAY AND SUNDAY.
3. THIS WARRANTY SHALL APPLY EQUALLY TO BOTH HARDWARE AND SOFTWARE.

1. BASIS-OF-DESIGN PRODUCT: SUBJECT TO COMPLIANCE WITH REQUIREMENTS, PROVIDE PRODUCT INFORMATION ON DRAWINGS OF COMPARABLE PRODUCT BY ONE OF THE FOLLOWING:

1.1. EITHER A. CLERK OF WORKS SHALL PROVIDE STRUCTURE-WARE INSTALLATION, BUT ONE BUILDING SYSTEMS, INC., EAST GARY, CONNECTICUT;

2. BOTH BASIS-OF-DESIGN AND ALTERNATE FURNISHMENT SHALL COMPLY WITH ALL REQUIREMENTS LISTED HEREIN, AND THE FOLLOWING:

2.1. WATERBURY BOARD OF EDUCATION, FACILITY OPERATOR SHALL BE ABLE TO UPLOAD, DOWNLOAD, MONITOR, TEND, CONTROL, AND PROGRAM EXERCISE INPUT AND OUTPUT IN DDC SYSTEM USING WATERBURY BOARD OF EDUCATION FACILITY OPERATOR'S PERSONAL COMPUTER. THE FACILITY OPERATOR WORKSTATION WILL NOT BE ACCEPTED.

2.2. ALL INTERNAL WIRING SHALL BE IN ACCORDANCE WITH SCHNEIDER CONTROL SYSTEM TO ADHERE TO THE WATERBURY BOARD OF EDUCATION BUILDING GRAPHIC AND PROGRAMMING STANDARDS.

ALREADY IN PLACE:

2.3. PROGRAMMING AUTOMATION SYSTEM TO ALLOW ALL OBJECTS AS DEFINED BY ASHRAE STANDARD 55-1994/95 TO BE SENT TO THE EXISTING TOWN WIDE SCHNEIDER CONTROL SYSTEM.

1. PROVIDE A BUILDING AUTOMATION SYSTEM TO CONTROL THE SYSTEM AS DEFINED FOR THE PROJECT AND TO ALLOW ALL OBJECTS AS DEFINED BY ASHRAE STANDARD 55-1989/90. GENERAL STRUCTURE OF WORKSTATION INTERACTION SHALL BE A STANDARD CLIENT/SERVER RELATIONSHIP WITH WEB SERVER EMBEDDED IN THE SERVER FOR BROWSER ONLY ACCESS. SERVER SHALL BE USED TO ARCHIVE DATA AND STORE SYSTEM DATABASE. THE DDC/CMS SHALL SUPPORT OPERATION IN A VIRTUALIZED SERVER ENVIRONMENT. THICK AND WEB CLIENTS SHALL ACCESS SERVER FOR ALL ARCHIVED DATA.
2. GENERAL STRUCTURE OF WORKSTATION INTERACTION SHALL BE A STANDARD CLIENT/SERVER RELATIONSHIP WITH WEB SERVER EMBEDDED IN THE SERVER FOR BROWSER ONLY ACCESS. SERVER SHALL BE USED TO ARCHIVE DATA AND STORE SYSTEM DATABASE. THE DDC/CMS SHALL SUPPORT OPERATION IN A VIRTUALIZED SERVER ENVIRONMENT. THICK AND WEB CLIENTS SHALL ACCESS SERVER FOR ALL ARCHIVED DATA.
3. A SINGLE SERVER LICENSE SHALL:
 - 4. ALLOW A MINIMUM OF 50 THICK CLIENT STATIONS/INSTALLATIONS.
 - 5. ALLOW A MINIMUM OF 200 WEB CLIENTS/STATIONS.
 - 6. NOT RESTRICT SYSTEM SIZE BASED ON POINT COUNT (BACNET OR INTEGRATION).
7. DATA DISPLAYS
 - 8. DATA DISPLAYS SHALL RENDER ALL DATA ASSOCIATED WITH PROJECT AS CALLED OUT ON DRAWINGS AND/OR OBJECT TYPE LIST SUPPLIED. GRAPHIC FILES SHALL BE CREATED USING FULL COLOR PHOTO QUALITY 24 BIT PER CHANNEL INSTALLATION. AUTOCAD OR MSO DRAWING FILES OF FIELD INSTALLATION DRAWINGS, AND WIRING DIAGRAMS FROM AS-BUILT DRAWINGS.
 - 9. DATA DISPLAYS SHALL RENDER DATA USING ICONIC GRAPHIC REPRESENTATIONS OF ALL IDENTIFIED EQUIPMENT. EQUIPMENT SHALL BE IDENTIFIED BY NAME, TYPE, FUNCTION, TRENOLNO, AND DYNAMIC OBJECT DATA TOGETHER ON EACH DISPLAY AND SHALL INCLUDE ANIMATION. INFORMATION SHALL BE LABELED WITH DESCRIPTORS AND SHALL BE SHOWN WITH THE DYNAMIC ENGINEERING DATA. ALL INFORMATION ON ANY DISPLAY SHALL BE DYNAMICALLY UPDATED WITHOUT ANY ACTION BY THE USER.

PROVIDE NEW CONTROLS, CONTROL DEVICES, AND REQUIRED ACCESSORIES TO FACILITATE THE SEQUENCE OF OPERATION AS DESCRIBED.

1. OCCUPIED
2. UNOCCUPIED

FOR EACH OPERATING MODE THERE IS A COOLING AND A HEATING SEASON, CONTROLLED BY THE BMS/ ON BOARD CONTROLLER.

DURING THE COOLING SEASON, HEATING WILL NOT BE AVAILABLE (I.E. OUTDOOR TEMPERATURE ABOVE 60°F). SETPOINT TO BE ADJUSTABLE.

DURING HEATING SEASON, THE CW VALVE WILL BE SHUT (I.E. OUTDOOR TEMPERATURE BELOW 50°F). SETPOINT TO BE ADJUSTABLE.

ROOF UNITS(RTU 1)

1. OCCUPIED MODE

- a. OCCUPIED MODE
- a. OUTDOOR AIR DAMPER OPENS TO ITS MINIMUM CFM REQUIREMENT.
- b. THE INDOOR FAN, OUTDOOR FAN(S) TURN ON.
- c. THE CHILLED WATER VALVE SHALL MODULATE TO MAINTAIN SUPPLY AIR AS SPECIFIED AND AN INDOOR TEMPERATURE OF 72°F (ADJ.).
- d. WHEN THE OUTDOOR TEMPERATURE DROPS BELOW 60°F THE SYSTEM GOES INTO THE ECONOMIZER CYCLE. THIS CYCLE CAUSES THE CW VALVE TO SHUT. WHEN THE OUTDOOR TEMPERATURE (TO BE ADJUSTABLE) IS BETWEEN 60° AND 55°F THE, SYSTEM SUPPLIES 100% OUTDOOR AIR (TO BE ADJUSTABLE) AND EXHAUSTS ADEQUATE RETURN AIR TO MAINTAIN BUILDING PRESSURIZATION. WHEN THE OUTDOOR TEMPERATURE IS BELOW 55°F, THE OUTDOOR AIR DAMPER REMAINS SET AT THE CFM REQUIRED. THE EXHAUST FAN MODULATES TO MAINTAIN SUPPLY AIR TEMPERATURE OF 55°F ALONG WITH PROPER BUILDING PRESSURIZATION.

d. THE OUTDOOR AIR DAMPER CLOSES, THE POWER EXHAUST FAN SHUTS DOWN, THE CW VALVE WILL CLOSE, THE OUTDOOR AND INDOOR FANS SHUT DOWN.

- b. WHEN THE AVERAGE INDOOR TEMPERATURE EXCEEDS 85°F, THE CHILLED WATER VALVE WILL MODULATE TO MAINTAIN TARGET DISCHARGE TEMPERATURE, OUTDOOR FANS WILL TURN ON. THE OUTDOOR AIR DAMPER AND EXHAUST FAN WILL REMAIN SHUT DOWN. THE SYSTEM SHALL REMAIN ON UNTIL THE INDOOR TEMPERATURE IS 80°F, AT THIS POINT THE SYSTEM RETURNS TO THE STANDARD OCCUPIED MODE.

1. OCCUPIED MODE

- THE OUTDOOR AIR DAMPER OPENS TO ITS MINIMUM CFM REQUIREMENT.
- THE INDOOR FAN, NATURAL GAS-FIRED HEATING SECTION, TURN ON, AND MAINTAIN AN INDOOR TEMPERATURE OF 70°F.

d. THE OUTDOOR AIR DAMPER CLOSES, THE POWER EXHAUST FAN SHUTS DOWN, THE NATURAL GAS FIRED HEATING SECTION SHUTS DOWN.

- b. WHEN THE AVERAGE INDOOR TEMPERATURE DROPS BELOW 55°F (TO BE ADJUSTABLE) THE INDOOR FAN AND THE NATURAL GAS HEATING SECTION TURN ON, THE OUTDOOR AIR DAMPER AND EXHAUST FAN WILL REMAIN SHUT DOWN. THE SYSTEM SHALL REMAIN ON UNTIL THE INDOOR TEMPERATURE IS 70°F. AT THIS POINT THE SYSTEM RETURNS TO THE STANDARD UNOCCUPIED MODE.

1. SMOKE DETECTION

a. WHEN A DUCT SMOKE DETECTOR IS ACTIVATED, IT SHALL SHUT DOWN THE INDOOR FAN, THE OUTDOOR FAN, THE EXHAUST FAN, THE CHILLED WATER VALVE WILL CLOSE AND THE NATURAL FIRED HEATING SECTION (DEPENDING ON HEATING OR COOLING SEASON), THE OUTDOOR AIR DAMPER SHALL CLOSE, AND THE APPROPRIATE FIRE ALARM DEVICE SHALL ANNUNCIATE.

d. THE INDOOR, OUTDOOR, AND EXHAUST FANS SHALL SHUT DOWN AND THE OUTDOOR AIR DAMPER SHALL CLOSE.

3. DAMPER POSITION
- a. IF THE EXHAUST FAN FAILS TO SHUT DOWN AND THE OUTDOOR AIR DAMPER FAILS TO CLOSE, THE SYSTEM SHALL PROMPT AN ERROR MESSAGE.

d. IF THE INDOOR TEMPERATURE DROPS BELOW 45°F (IN ANY CONDITIONED SPACE), THE SYSTEM SHALL PROMPT AN ALARM MESSAGE.

FOR EACH OPERATING MODE THERE IS A COOLING AND A HEATING SEASON, CONTROLLED BY THE BMS/ ON BOARD CONTROLLER.

DURING HEATING SEASON, THE ACC WILL BE SHUTDOWN (I.E. OUTDOOR TEMPERATURE BELOW 65°F). SETPOINT TO BE ADJUSTABLE.

1. BMS CALLS FOR COOLING; ANY ZONE/ THERMOSTAT CALLS FOR COOLING WHEN THE OA TEMP IS ABOVE THE COLD WEATHER SHUTDOWN TEMP (65°F OA, ADJ).

- a. P-5 COMES ON; FLOW SWITCH PROVES.
- b. CHILLER COMES ON VIA ON-BOARD CONTROL AND STAGING. CHILLER SHALL OPERATE TO MAXIMIZE EFFICIENCY.
- c. CHILLER SHALL MODULATE CONDENSER FAN SPEED, COMPRESSOR SPEED/ CAPACITY TO MATCH LOAD (DETERMINED BY ONBOARD CONTROLS).

- d. ACC-1 AND P-5 SHALL OPERATE UNTIL THE COOLING CALL IS SATISFIED. PROVIDE ANTI-SHORT CYCLING CONTROL TO LIMIT THE CHILLER OPERATION TO SIX (6) MINUTES (MIN) OR TEN (10) TIMES PER HOUR (MAX).

2. BMS CALLS FOR COOLING; ANY ZONE/ THERMOSTAT CALLS FOR COOLING WHEN THE
OA TEMP IS BELOW THE COLD WEATHER SHUTDOWN TEMP (65°F OA, ADJ).

- a. ACC-1 AND P-5 SHALL BE LOCKED OUT

A. LEAD/LAG
A.A. P-3 and P-4 SHALL ROTATE OPERATION TO MAINTAIN EVEN RUN TIME EVERY 24 HOURS (ADJ).
A.B. P-3 and P-4 SHALL PROVIDE REDUNDANCY; IF SYSTEM DETECTS NO-FLOW (FLOW SWITCH IN PRIMARY PIPING) IN CHILLED WATER SUPPLY; LEAD PUMP SHALL SHUT DOWN; AND LAG PUMP SHALL COME ON.
B. COOLING SEASON

a. LEAD PUMP COMES ON; FLOW SWITCH PROVES.

- b. PUMP(S) SHALL MODULATE BASED ON EXISTING SEQUENCE OF OPERATION.
COORDINATE WITH BMS VENDOR.

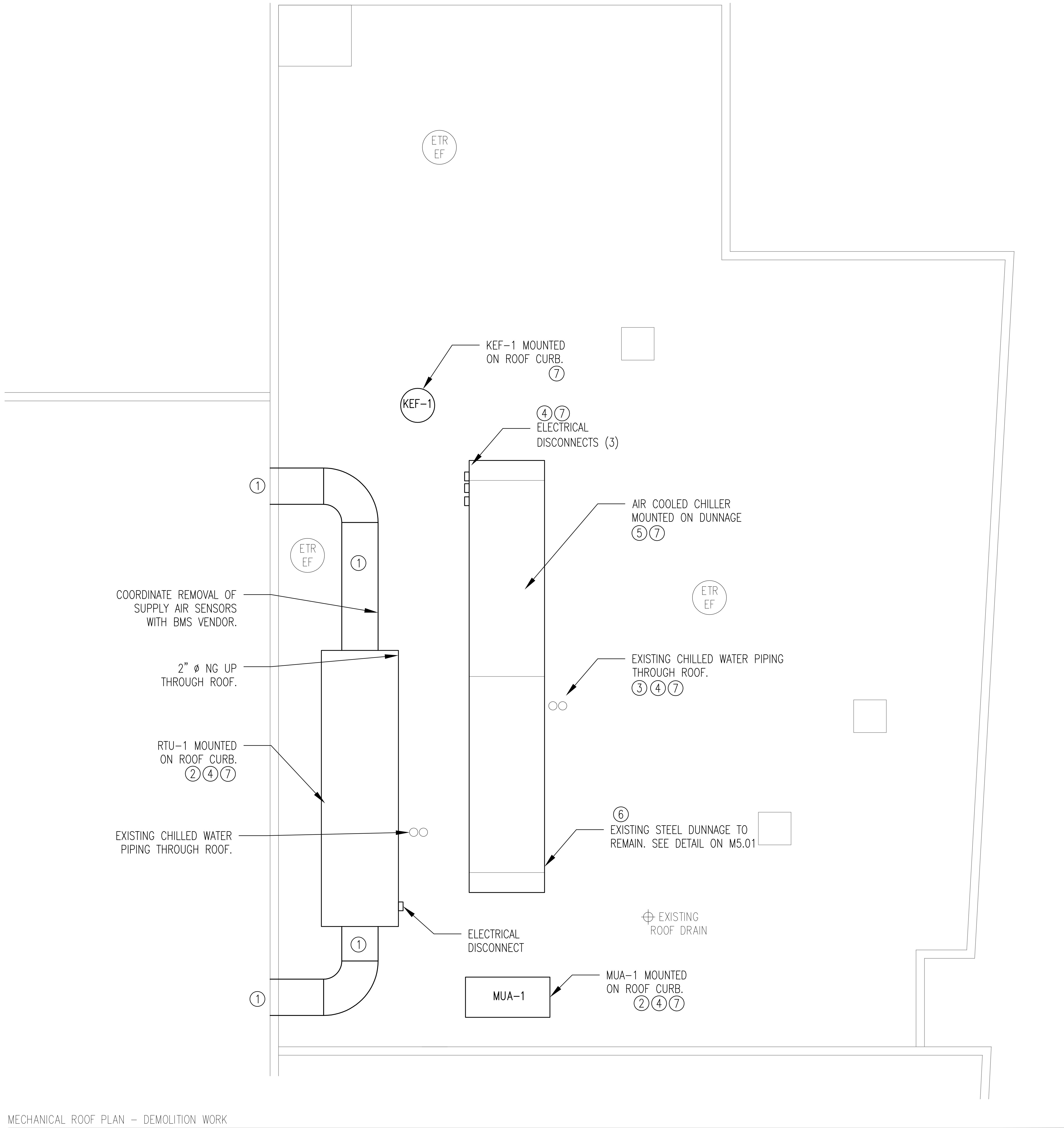
1. WHEN THE BMS IS IN HEATING MODE; P-3 AND P-4 SHALL BE LOCKED OUT

MECHANICAL GENERAL NOTES:

1. CONTRACTOR TO PROVIDE PROTECTIVE SURFACE OVER EXISTING ROOF DURING CONSTRUCTION. ANY DAMAGE TO THE ROOF DURING EXECUTION OF THIS SCOPE OF WORK SHALL BE REPAIRED BY THE OEM ROOF CONTRACTOR AT THE COST OF THIS CONTRACTOR.
2. COORDINATE ALL RIGGING WORK WITH WATERBURY BOE AND BOE FACILITIES. PROVIDE NOTICE OF THIS WORK AT LEAST 72 HOURS PRIOR TO COMMENCEMENT.
3. CONTRACTOR TO TAKE CAUTION IN DEMOLITION. ANY DAMAGE TO THE BUILDING AS A RESULT OF THIS WORK OR CONTRACTOR ACCESSING THIS LOCATION SHALL BE REPAIRED AT THE COST OF THIS CONTRACTOR.
4. CONTRACTOR TO IDENTIFY CHILLED WATER PIPING, NATURAL GAS, AND POWER FEEDS TO EQUIPMENT IN THIS SCOPE PRIOR TO SUBMITTING BID. EXTEND PIPING FULL SIZE TO COORDINATE WITH NEW EQUIPMENT CONNECTIONS. NO EXTRAS SHALL BE AWARDED FOR LACK OF COORDINATION.
5. P-3, 4, & 5 LOCATED IN MECHANICAL ROOM BELOW. REMOVE PUMPS, PIPING, AND ACCESSORIES. EXISTING ELECTRICAL FEED TO BE REUSED. COORDINATE WITH NEW WORK PLANS.

MECHANICAL KEY NOTES:

- ① DISCONNECT DUCTWORK AT BUILDING PENETRATION. DEMO ALL EXTERIOR DUCTWORK. PROTECT BUILDING PENETRATION AND COORDINATE WITH NEW EXTERIOR DUCTWORK.
- ② REMOVE EXISTING RTU AND ROOF CURB. PROTECT UTILITIES FOR REUSE. COORDINATE EXISTING GAS, CHILLED WATER, AND ELECTRICAL CONNECTION LOCATIONS WITH NEW WORK PLAN. CONTRACTOR TO EXTEND UTILITIES AS REQUIRED TO FACILITATE NEW WORK.
- ③ ISOLATE CHILLER AND DRAIN SYSTEM TO A LOCATION APPROVED BY THE LOCAL WATER POLLUTION CONTROL AUTHORITY. ETHYLENE GLYCOL IS INDICATED TO BE IN THE SYSTEM.
- ④ PROTECT UTILITIES FOR REUSE. COORDINATE EXISTING GAS, CHILLED WATER, AND ELECTRICAL CONNECTION LOCATIONS WITH NEW WORK PLAN. CONTRACTOR TO EXTEND UTILITIES AS REQUIRED TO FACILITATE NEW WORK.
- ⑤ DEMO AND DISPOSE OF CHILLER IN ACCORDANCE WITH STATE, LOCAL, FEDERAL, AND EPA REGULATION. EXISTING SYSTEM INDICATED TO BE R-22. PROVIDE DOCUMENTATION FOR CHAIN OF CUSTODY DURING DISPOSAL; PROVIDE TO CITY/ ENGINEER FOR RECORD. ANY RELEASE OF REFRIGERANT MUST BE REPORTED TO THE PROJECT TEAM AND CT-DEEP.
- ⑥ EXISTING DUNNAGE TO REMAIN. EXISTING SPRING ISOLATORS MAY BE REUSED; CONTRACTOR TO REPLACE SPRINGS BASED ON NEW EQUIPMENT, PROVIDE CALCULATIONS FOR SPRING ISOLATOR BY MASON (OR APPROVED EQUAL). CONTRACTOR TO VERIFY DIMENSIONS OF DUNNAGE IN FIELD.
- ⑦ DISCONNECT ELECTRICAL, GAS, AND CHILLED WATER CONNECTIONS, MAKE SAFE FOR DEMOLITION.



MECHANICAL ROOF PLAN – DEMOLITION WORK

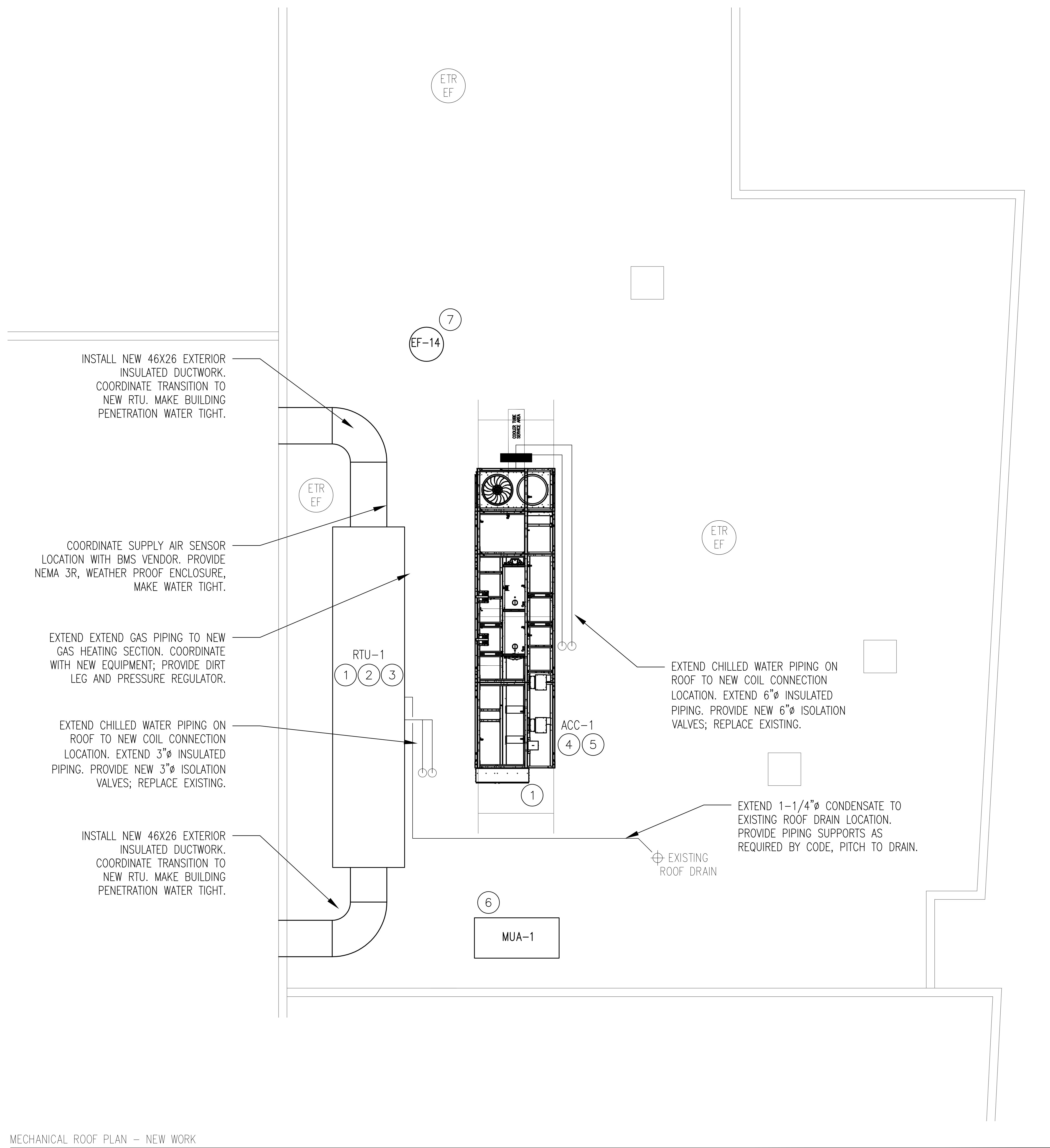
SCALE: 1/4"=1'-0"

MECHANICAL GENERAL NOTES:

1. CONTRACTOR TO PROVIDE PROTECTIVE SURFACE OVER EXISTING ROOF DURING CONSTRUCTION. ANY DAMAGE TO THE ROOF DURING EXECUTION OF THIS SCOPE OF WORK SHALL BE REPAIRED BY THE OEM ROOF CONTRACTOR AT THE COST OF THIS CONTRACTOR.
2. COORDINATE ALL RIGGING WORK WITH WATERBURY BOE AND BOE FACILITIES. PROVIDE NOTICE OF THIS WORK AT LEAST 72 HOURS PRIOR TO COMMENCEMENT.
3. CLEAR ALL CONSTRUCTION DEBRIS FROM ROOF DAILY. NO REFUSE OR SCRAP MATERIAL MAY BE STORED ON ROOF.
4. COORDINATE ALL ROOF WORK WITH THE ROOF WARRANTY REQUIREMENTS. NO WORK MAY VOID THIS WARRANTY.
5. P-3, 4, & 5 ARE LOCATED IN MECHANICAL ROOM BELOW. PUMPS SHALL BE REPLACED PER THE DETAIL #3 AND PUMP SCHEDULE ON M5.01. COORDINATE INSTALLATION IN FIELD. RE-FEED WITH EXISTING POWER WIRING. INSULATE PUMP AND PIPING WITH 1-1/2" FIBERGLASS INSULATION (OR APPROVED EQUAL).
6. PIPING INSULATION EXPOSED TO WEATHER SHALL BE PROTECTED FROM DAMAGE, INCLUDING THAT DUE TO SUNLIGHT, MOISTURE, AND WIND; AND SHALL PROVIDE SHIELDING FROM SOLAR RADIATION THAT CAN CAUSE DEGRADATION OF THE MATERIAL. ADHESIVE TAPE SHALL NOT BE PERMITTED.

MECHANICAL KEY NOTES:

- ① EXTEND ELECTRICAL TO NEW LOCATION; COORDINATE WITH E1.01. EXTEND BMS CONTROL TO NEW UNIT LOCATIONS; COORDINATE WITH NEW EQUIPMENT ARRANGEMENT. EXTEND CHILLED WATER PIPING AS SHOWN, SUPPORT PIPING AS REQUIRED BY CODE (SEE DETAIL ON M5.01), INSTALL 'SWING ARM' TO ENABLE PIPING REMOVAL FOR SERVICING OF CHILLED WATER COILS/ EVAPORATOR TUBES. ALL EXISTING AND NEW EXTERIOR CHILLED WATER PIPING SHALL BE INSULATED WITH 2" FIBERGLASS INSULATION, WITH CLASS II VAPOR BARRIER, AND ALUMINUM CLADDING SYSTEM BY7 JOHNS MANVILLE (OR APPROVED EQUAL); SEAL ALUMINUM INSULATION CLADDING SYSTEM TO MAKE WATER TIGHT.
- ② CONTRACTOR SHALL PROVIDE NEW EXTERIOR DUCTWORK, INSTALLED, SUPPORTED AND SEALED PER SMACNA GUIDELINES. CONTRACTOR SHALL FIELD VERIFY EXISTING EXTERIOR DUCTWORK DIMENSIONS PRIOR TO FABRICATION OF DUCTWORK. PROVIDE DUCTWORK SHOP DRAWING TO THE ENGINEER FOR APPROVAL PRIOR TO INSTALLATION. DUCT WORK SHALL BE INSULATED ON EXTERIOR WITH ISOFOAM WITH ALUMAGUARD INSTALLED OVER THE EXTERNAL INSULATION. COORDINATE DUCT CONNECTIONS BETWEEN THE ADAPTER CURB AND EXISTING DUCTWORK IN FIELD.
- ③ INSTALL RTU ON 24" PRE-FABRICATED ROOF CURB. FLASH CURB INTO THE EXISTING ROOF; COORDINATE ALL ROOF WORK WITH THE EXISTING ROOF WARRANTY. NO WORK MAY VOID ROOF WARRANTY.
- ④ INSTALL ACC ON EXISTING DUNNAGE. CONTRACTOR TO VERIFY DUNNAGE DIMENSIONS IN FIELD. CONTRACTOR TO VERIFY SPRING ISOLATOR LOCATION AND ISOLATION CAPACITY; PROVIDE SPRING ISOLATOR CALCULATION TO ENGINEER FOR REVIEW.
- ⑤ EXTEND ELECTRICAL POWER WIRING TO COORDINATE WITH NEW EQUIPMENT POWER/ DISCONNECT LOCATION(S).
- ⑥ INSTALL MAU ON 24" PRE-FABRICATED ROOF CURB. FLASH CURB INTO THE EXISTING ROOF; COORDINATE ALL ROOF WORK WITH THE EXISTING ROOF WARRANTY. NO WORK MAY VOID ROOF WARRANTY.
- ⑦ INSTALL EF ON 12" PRE-FABRICATED ROOF CURB. FLASH CURB INTO THE EXISTING ROOF; COORDINATE ALL ROOF WORK WITH THE EXISTING ROOF WARRANTY. NO WORK MAY VOID ROOF WARRANTY.



MECHANICAL ROOF PLAN - NEW WORK

SCALE: 1/4"=1'-0"

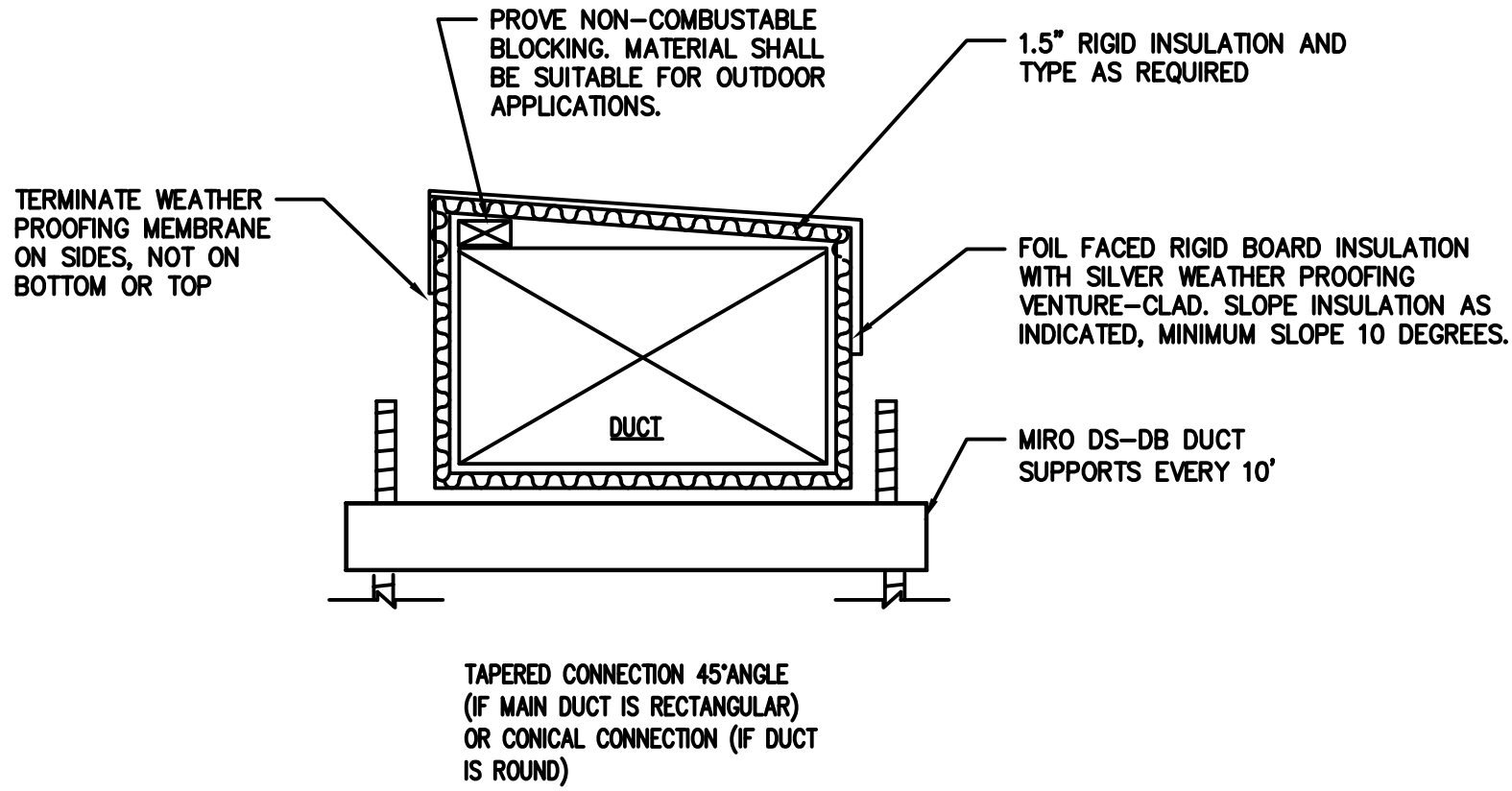
ROOFTOP AIR CONDITIONING UNIT SCHEDULE

ROOFTOP AIR CONDITIONING UNIT SCHEDULE																																
MARK	MFG	MODEL	OUTDOOR AIR CFM (MIN)	SUPPLY FAN					RETURN FAN					CW COOLING						GAS HEATING			ELECTRICAL DATA					UNIT DIMENSIONS (L x W x H)	UNIT WEIGHT (LBS)	REMARKS		
				CFM	ESP (IN WC)	RPM	TYPE	MOTOR HP	CFM	ESP (IN WC)	RPM	TYPE	MOTOR HP	GPM	PRESSURE DROP	AMBIENT TEMPERATURE (DB °F)	EAT (DB / WB °F)	LAT (DB / WB °F)	TOTAL MBH	SENSIBLE MBH	INPUT MBH	OUTPUT MBH	STAGES	EAT / LAT (DB °F)	VOLTS	PHASE	HZ				MCA	MOP
RTU-1	CARRIER	39 MW - 17W	6000	7000	5.0	1989	DIRECT	10	7000	1.08	1099	DIRECT	2.5	90	9 FT. HD	95	83 / 74	50 / 50	498	237	1,000	810	20:1	10 / 105	460	3	60	XXX	XXX	254" x 85.75" x 61.5"	9070	ALL

REMARKS:

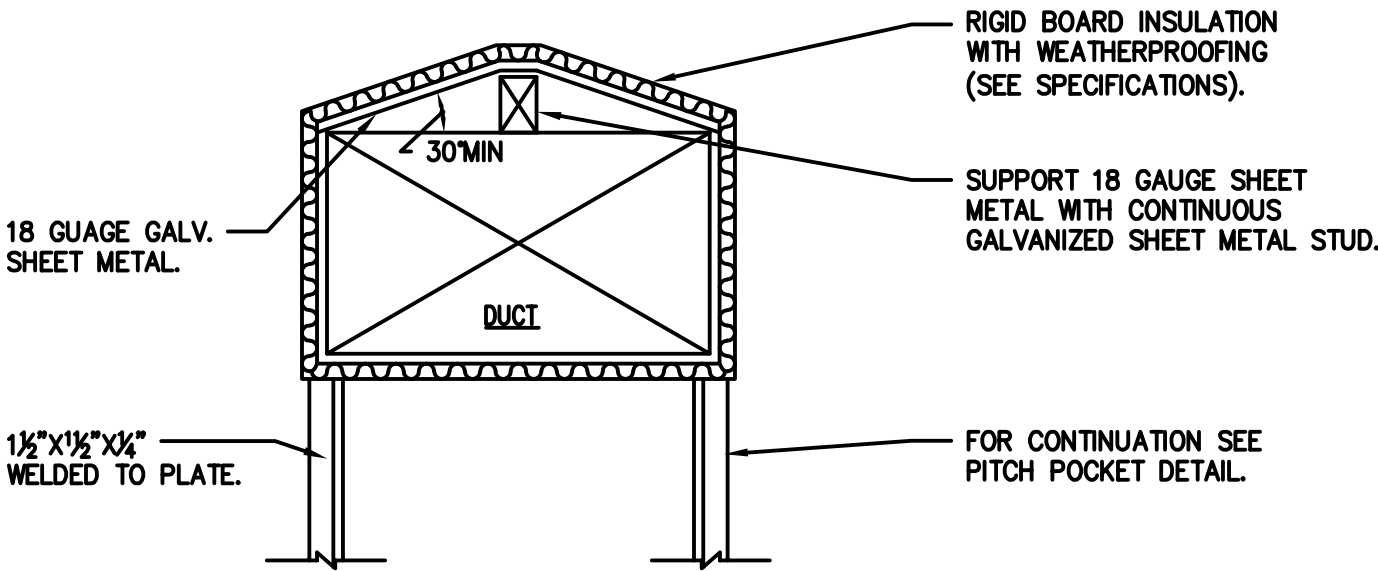
1. PROVIDE R-13 INSULATED CABINET, MIXING BOX, RETURN FAN, EXHAUST AIR MIXING BOX, FILTER SECTION WITH MERV-13 (MIN), CHILLED WATER COIL, SUPPLY FAN, SS GAS HEAT, AND 24" ROOF CURB.
2. SUPPLY AND RETURN FAN SHALL COME WITH VFD, SHAFT GROUNDING, PREMIUM EFFICIENCY MOTOR (DOD), SPRING ISOLATION, FULL OPEN DISCHARGE.
3. CHILLED WATER COIL SHALL BE 10 ROW, DUAL CIRCUIT, WITH 304 SS DRAIN PAN, FIELD ROUTE CONDENSATE PIPING TO NEAREST ROOF DRAIN, EXTEND CONDENSATE PIPING USING SCH 40 PVC, SUPPORT PIPING PER THE DETAIL ON THIS SHEET.
4. FILTER SECTION SHALL COME COME WITH DIFFERENTIAL PRESSURE GAGES ON BOTH SIDES OF THE FILTER RACK. PROVIDE TWO (2) AIR PRESSURE SENSORS BEFORE AND AFTER FILTER RACK; INTEGRATE PRESSURE SENSORS WITH EXISTING BMS TO INDICATE DIRTY FILTERS.
5. GAS FIRED HEATING SECTION SHALL BE SS, COME WITH VENTING FROM THE MANUFACTURER. VENTING SHALL BE DISCHARGED UP TO ATMOSPHERE. DO NOT DISCHARGE VENTING HORIZONTAL. PROVIDE CONDENSATE NEUTRALIZATION AS REQUIRED.
6. INSTALL NEW 24" ROOF CURB IN ACCORDANCE WITH MANUFACTURERS INSTALLATION INSTRUCTIONS. FLASH NEW CURB INTO ROOF, COORDINATE WITH ROOF WARRANTY TERMS FOR ALL ROOF WORK. NO WORK ASSOCIATED WITH THIS PROJECT MAY VOID THE EXISTING ROOF WARRANTY.
7. PROVIDE DEMAND CONTROL VENTILATION, PROVIDE RETURN MOUNTED CO2 SENSOR.
8. PROVIDE RETURN MOUNTED HUMIDITY SENSOR AND DEHUMIDIFICATION CONTROL.
9. SINGLE-POINT ELECTRICAL POWER CONNECTION FOR THE UNIT. PROVIDE FACTORY WIRED AND MOUNTED HACR CIRCUIT BREAKER.
10. PROVIDE FACTORY WIRED AND MOUNTED CONVENIENCE OUTLET (115V)
11. R-13 INSULATED CABINET WITH STAINLESS STEEL DRAIN PAN.
12. PROVIDE A UNIT FAULT DETECTION & DIAGNOSTICS SYSTEM
13. INTEGRATED BACKUP MSTR CONTROL CAPABILITY. COORDINATE SEQUENCE OF OPERATION WITH THE BMS VENDOR (MATCH EXISTING SDO). CARRY ALL COSTS TO INTEGRATE BMS WITH RTU, ALL ALARMS SHALL BE MONITORED VIA BMS.
14. COORDINATE WITH FIRE ALARM VENDOR FOR INTEGRATION. CARRY ALL COSTS FOR FIRE ALARM INTEGRATION.

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NOTES

1. DETAIL TYPICAL FOR ALL SUPPLY AND RETURN DUCTWORK EXPOSED ON ROOF.
2. FOR ADDITIONAL DUCT SUPPORT INFORMATION REFER TO ROOF DUCT SUPPORT DETAIL.
3. DETAIL IS FOR BLACK STEEL AND SHEETMETAL DUCTWORK EXPOSED ON THE ROOF.
4. "PEEL AND STICK" WEATHER PROOFING IS NOT ACCEPTABLE



NOTES:

1. DETAIL TYPICAL FOR ALL SUPPLY AND RETURN DUCTWORK EXPOSED ON ROOF.
2. FOR ADDITIONAL DUCT SUPPORT INFORMATION REFER TO ROOF DUCTWORK SUPPORT DETAIL.

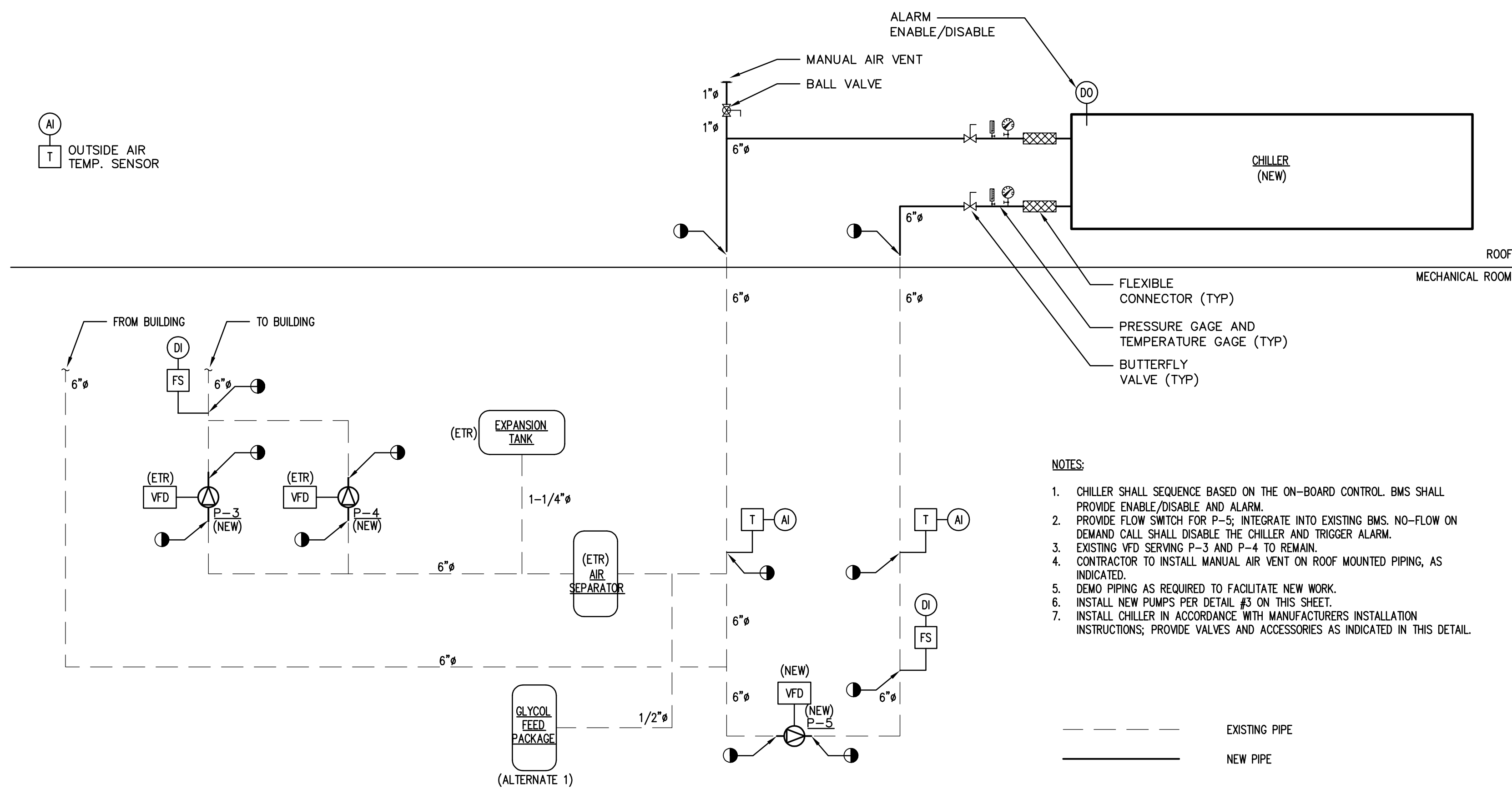
1 ROOF DUCTWORK INSULATION DETAIL

N.T.S.

MARK	MANUFACTURER	MODEL	COMPRESSOR TYPE	TONS NOMINAL (ACTUAL)	IP LV (BTU/Wh)	EER (BTU/Wh)	EWT (°F)	LWT (°F)	GPM	MAXIMUM WPD (FT)	PASSES	FOULING FACTOR	REF. TYPE	REF. CIRCUITS	REF. CHARGE (LBS)	AMBIENT TEMPERATURE (°F)	SOUND POWER (OVERALL)	OPERATING WEIGHT	UNIT DIMENSIONS (LXWXH)	MCA (X2)	MOP (X2)	VOLTS	PHASE	REMARKS
ACC-1	CARRIER	30XV275	VFD SCREW	275(256.2)	18.27	9.752	56.0	44.0	555	15	TWO	0.0001	R134A	2	170/160	95.0	100 dB	16892 LBS	299"x88"x39"	350	450	460	3	ALL

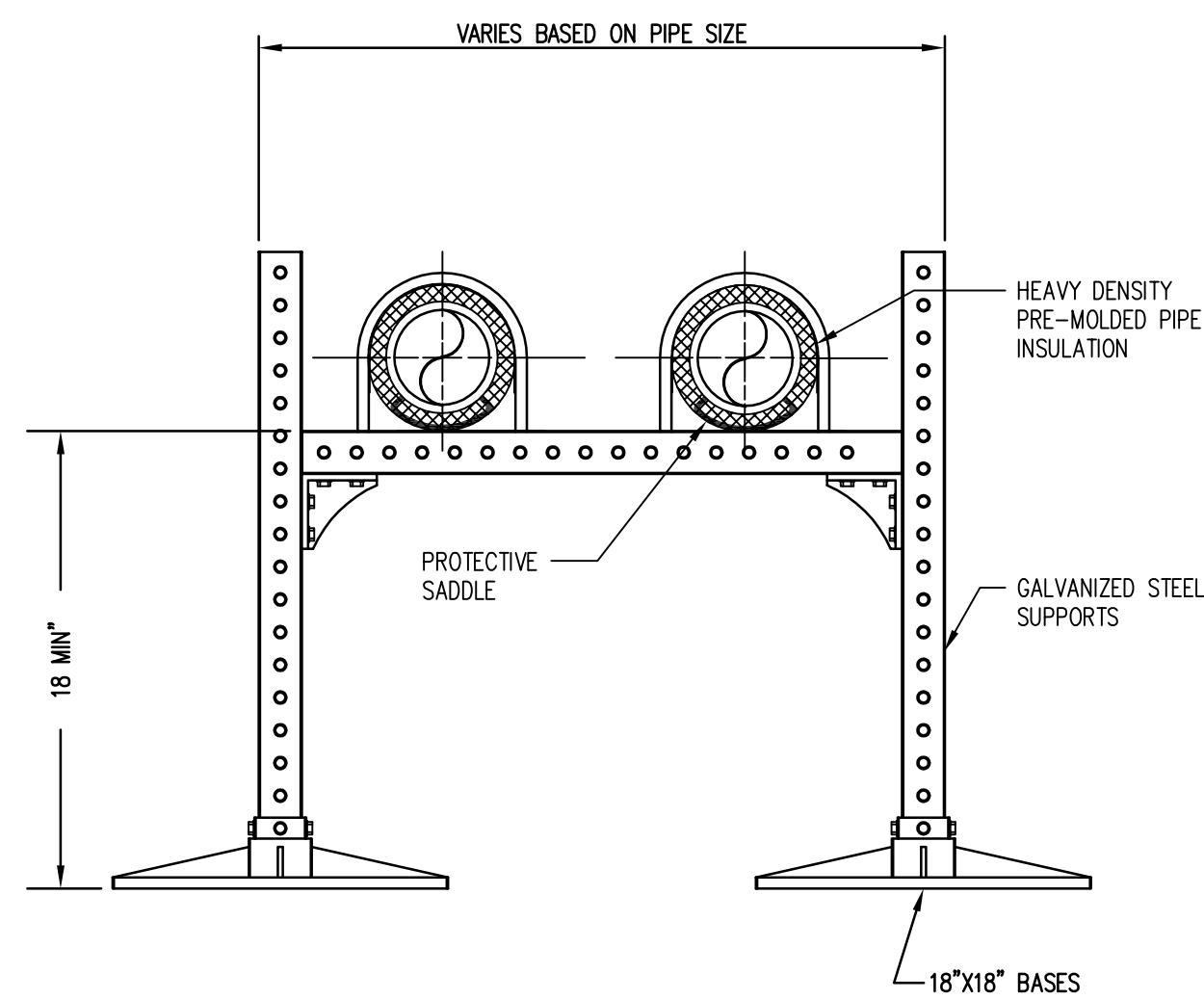
- 1 MOUNT ON EXISTING DUNNAGE, LOCATE UNIT AS INDICATED ON THIS SHEET. PROVIDE WELDED VIBRATION ISOLATION MOUNTING DESIGNED BY MASON (OR APPROVED EQUAL).
- 2 PROVIDE UNIT WITH DUAL POWER.
- 3 PROVIDE ISOLATION VALVES, SUCTION LINE INSULATION, TWO (2) PASS FLOODED EVAPORATOR W/HEATER, VARIABLE SPEED CONDENSER FANS, LOW AMBIENT HEAD PRESSURE CONTROL, AND COIL TRIM PANES AND GRILLES.
- 4 PROVIDE UNIT MOUNTED NON FUSED DISCONNECT(S) FOR EACH POWER CIRCUIT.
- 5 PROVIDE CONTROL TRANSFORMER, UNPOWERED GFCI CONVENIENCE OUTLET (RECONNECT EXISTING RECEPTACLE CIRCUIT), AND DISPLAY HEATER FOR CONTROL PANEL.
- 6 UNIT SHALL BE COMPATIBLE WITH 30% PROPYLENE/ ETHYLENE GLYCOL.
- 7 PROVIDE BARNET INTEGRATION WITH EXISTING BMS; UNIT SHALL OPERATE VIA INTERNAL CONTROL TO MODULATE UNIT FOR HIGHEST EFFICIENCY. BMS SHALL PROVIDE SETPOINT SUPPLY TEMPERATURE, PROVIDE CHILLED WATER FLOW PROVE SWITCH FOR CHILLER SAFETY.
- 8 INSTALL IN ACCORDANCE WITH MANUFACTURERS INSTALLATION INSTRUCTIONS.

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1 CHILLER PLANT PIPING AND CONTROL DIAGRAM

N.T.S



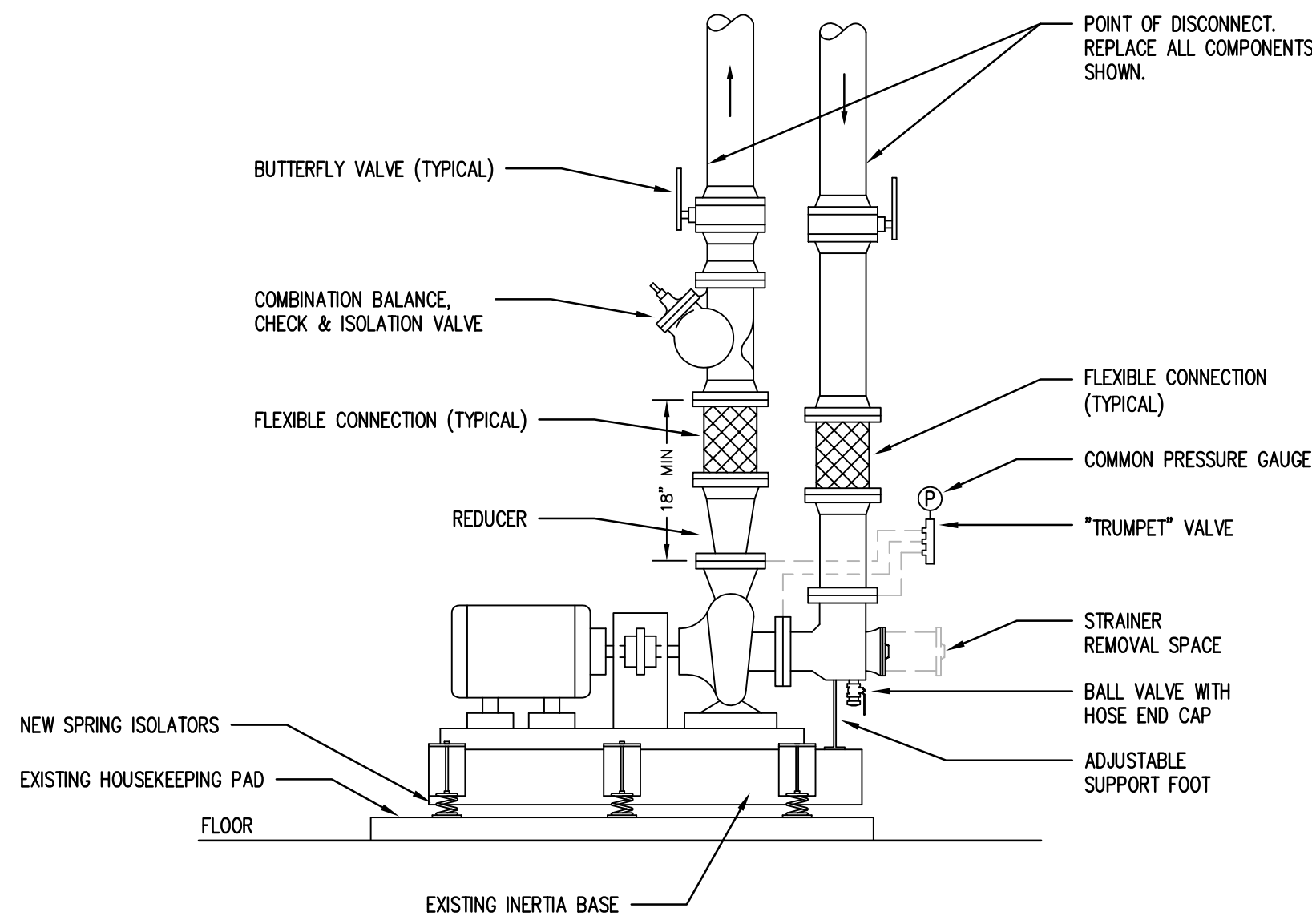
2 ROOF MOUNTED PIPE SUPPORT DETAIL

N.T.S.

MARK	MANUFACTURER	MODEL/SERIES	TYPE	FLOW RATE (GPM)	TOTAL PUMP HEAD (FT)	RPM	HP	MINIMUM EFFICIENCY	FLUID	VFD	VOLTS	PHASE	SERVES	REMARKS
P-3	TACO	F14011C	END-SUCTION	615	90	1760	20	80%	30% PROP.	EXIST.	460	3	CHW	(1)(2)(3)(4)(5)(6)
P-4	TACO	F14011C	END-SUCTION	615	90	1760	20	80%	30% PROP.	EXIST.	460	3	CHW	(1)(2)(3)(4)(5)(6)
P-5	TACO	F15011D	END-SUCTION	640	40	1160	10	85%	30% PROP.	NEW	460	3	CHW	(1)(2)(3)(4)(5)(7)

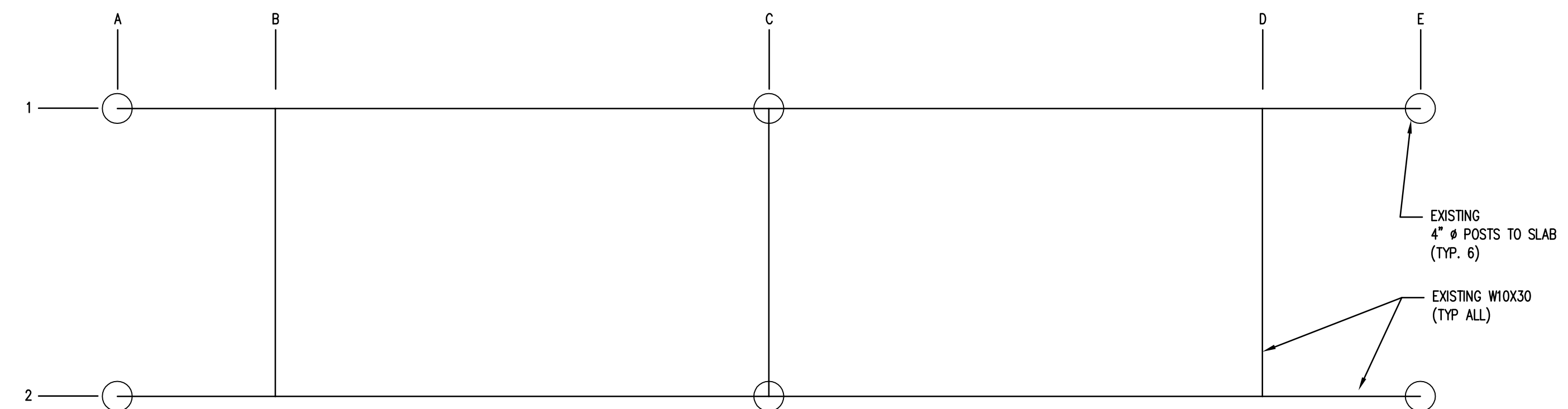
1. PROVIDE ALL PUMPS WITH PREMIUM EFFICIENCY MOTORS, VFD RATED, PROVIDE GROUNDING RING.
2. PUMP SHALL BE BALANCED USING VFD, COORDINATE WITH BMS VENDOR FOR REQUIRED INPUTS; TRIPLE-DUTY VALVE TO REMAIN OPEN
3. PROVIDE PUMP/ PIPING SUPPORT PER MFG INSTALLATION INSTRUCTIONS.
4. PROVIDE NEW MOUNTING HARDWARE FOR BASE MOUNTED PUMPS.
5. PROVIDE FLOW PROVE SWITCH FOR BMS INTEGRATION. ALARM SHALL INDICATE PUMP FAILURE.
6. EXISTING VFD TO REMAIN; REPLACE PUMP AND ACCESSORIES AS INDICATED IN DETAIL #3 ON THIS SHEET.
7. PROVIDE NEW VFD; ABB MODEL: ACH480-04-018A-4X4K65; 10 HP VFD W/ BACNET.

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3 END SUCTION PUMP DETAIL
N.T.S.

N.T.S



- NOTES:**
1. A-B 22"; B-C 216"; C-D 216"; D-E 22"; 1-2 83"
 2. EXISTING DUNNAGE TO REMAIN. CONTRACTOR TO VERIFY DIMENSIONS IN FIELD.

4 EXISTING STEEL DUNNAGE
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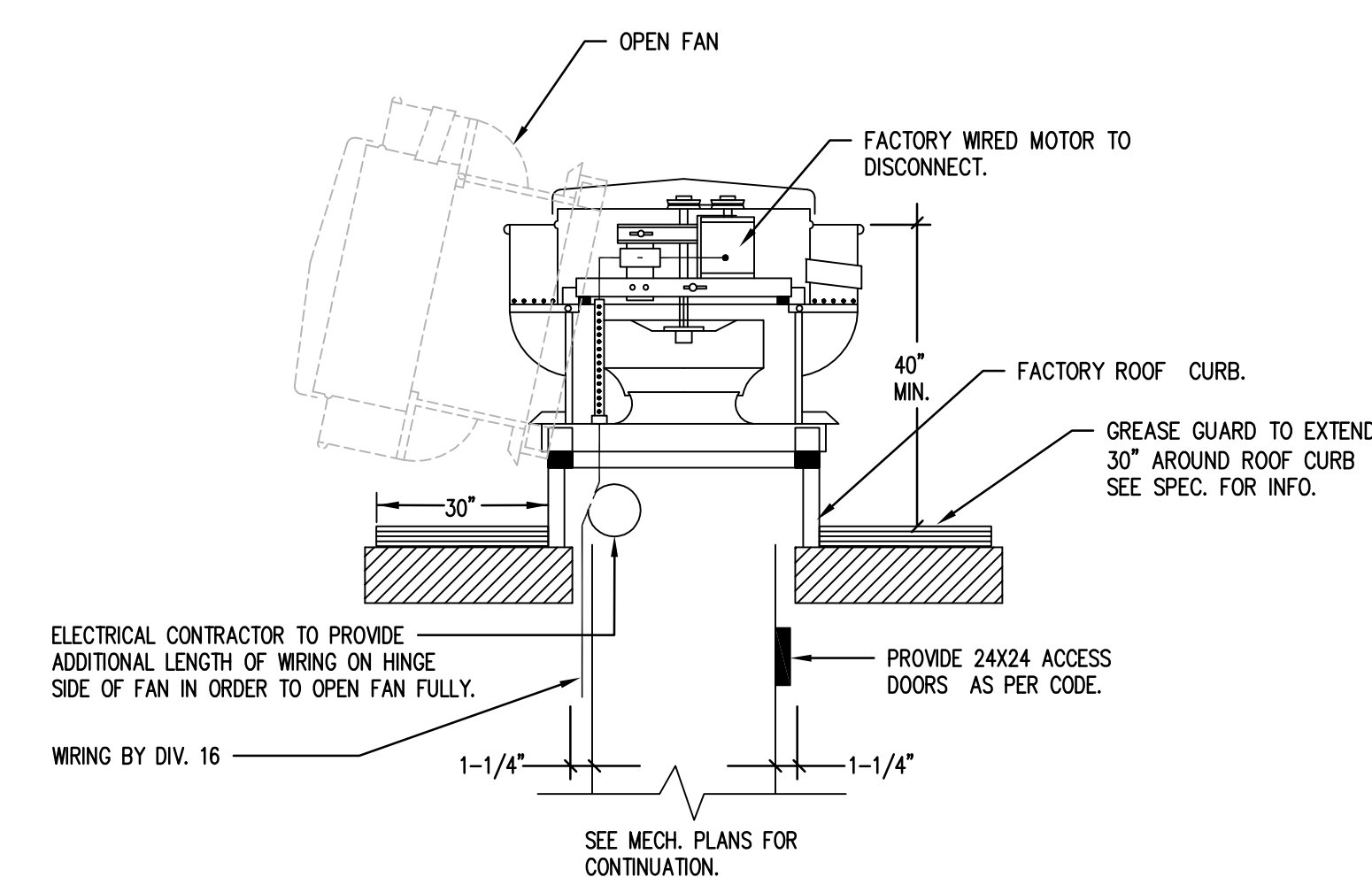
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FAN SCHEDULE														
MARK	MANUFACTURER	MODEL	TYPE	CFM	ESP (IN WC)	DRIVE TYPE	RPM	HP	BHP	VOLTS/ PHASE	FLA	WEIGHT	SONES	REMARKS
EF-14	GREENHECK	CUBE-180	UPBLAST	3,000	1"	BELT	1,235	1.5	0.93	460/3	3.0	-	15.6	① ②
① PROVIDE THE FOLLOWING: FACTORY MOUNTED & WIRED DISCONNECT SW, 12" HIGH PRE-FAB INSULATED ROOF CURB, HINGED CURB CAP W/ SS LATCHES, VIBRATION ISOLATION, UL-762 RATED.														
② FAN CONTROL TO MATCH EXISTING CONTROL SEQUENCE. EF-14 SHALL BE CONTROLLED ON-OFF. CONTRACTOR TO VERIFY EXISTING CONTROLS IN FIELD AND INTEGRATE NEW FAN USING THE EXISTING CONTROLS.														

MAKE-UP AIR UNIT SCHEDULE														
MARK	MANUFACTURER	MODEL	FAN				ELECTRICAL		WEIGHT LBS	GAS BURNER				REMARKS
			CFM	ESP	HP	BHP	VOLTS/ PHASE	FLA		INPUT	OUTPUT	ΔT	MIN. GAS PRESSURE	
MAU-1	TRANE	GRAA-1	2,800	1.75	2.5	2.15	480/3	11.98	843	300	240	75	7.5	①②③④

- ① PROVIDE WITH FACTORY MOUNTED SINGLE POINT POWER CONNECTION AND DISCONNECT.
- ② HIGH EFFICIENCY FAN MOTORS, STAINLESS STEEL HEAT EXCHANGER, ELECTRONIC MODULATING GAS VALVE (40-100%) WITH DUCT MOUNTED TEMP SENSOR
- ③ 24" ROOF CURB, RAIN PROOF INTAKE HOOD, STANDARD AIR FILTERS.
- ④ INTEGRATE UNIT WITH EXISTING BMS TO MATCH EXISTING CONTROL SEQUENCE. BMS SHALL PROVIDE ON-OFF SIGNAL TO MAU-1.

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1 GREASE EXHUAUST FAN DETAIL
N.T.S.

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ELECTRICAL GENERAL NOTES	
1.	ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH AND SHALL CONFORM IN ALL ASPECTS TO THE NATIONAL ELECTRICAL CODE (NFPA CODES & LOCAL BUILDING CODES).
2.	ALL PERMITS, LICENSES AND CERTIFICATES COVERING THE COMPLETE INSTALLATION OF THE ELECTRICAL WORK SHALL BE OBTAINED AND PAID FOR BY THE CONTRACTOR
3.	ALL CORE-BORING, BACKFILLING AND RESURFACING REQUIRED FOR THE ELECTRICAL WORK SHALL BE PROVIDED BY THE GENERAL CONTRACTOR (G.C.)
4.	ALL CUTTING PATCHING AND REFINISHING OF WALLS, FLOORS & CEILINGS REQUIRED FOR THE ELECTRICAL WORK SHALL BE PROVIDED FOR BY THE GENERAL CONTRACTOR.
5.	THESE DRAWINGS ARE DIAGRAMMATIC ONLY; EXACT LOCATIONS OF ALL CONDUIT, ETC. MUST BE FIELD DETERMINED AND RUN TO AVOID OBSTRUCTIONS AND MECHANICAL EQUIPMENT.
6.	UNLESS OTHERWISE NOTED, MINIMUM WIRE SIZE SHALL BE #12 AWG, THINER OR THINER COPPER; MINIMUM CONDUIT SIZE SHALL BE 3/4"Ø. UNLESS OTHERWISE SPECIFIED 20A, 120V BRANCH CIRCUIT WIRING SHALL BE 2/12, #12G.
7.	ALL WIRING SHALL BE CONCEALED AND RUN IN WALLS OR ABOVE CEILINGS. WIRE MOLDING AND EXPOSED CONDUIT IS NOT PERMITTED.
8.	WORK NOT INCLUDED IN CONTRACT (N.I.C.); ANY WIRING OR EQUIPMENT NOT TO BE FURNISHED BY CONTRACTOR SHALL BE INDICATED ON PLANS AS N.I.C.
9.	SITE VISITATION -- PRIOR TO SUBMITTING A BID FOR HIS WORK, THE CONTRACTOR SHALL VISIT THE SITE TO INSPECT THE NATURE AND EXTENT OF THE EXISTING CONDITIONS AND EQUIPMENT, AND DETERMINE HOW THEY WILL AFFECT THE INSTALLATION OF ELECTRICAL WORK. NO ADDITIONAL PAYMENT IN EXCESS OF THE CONTRACT PRICE WILL BE AUTHORIZED FOR "EXTRA" WORK PERFORMED DUE TO EXISTING CONDITIONS WHICH ARE OBVIOUS UPON INSPECTION.
10.	ALLOWANCES ARE TO BE INCLUDED FOR UNFORESEEN CONDITIONS THAT MAY AFFECT THE CONTRACTOR'S SCOPE OF WORK. MINOR DEVIATIONS REQUIRED FOR ACCOMPLISHING THE INTENT OF THIS DESIGN ARE TO BE INCLUDED IN THAT ALLOWANCE.
11.	METAL CLAD CABLE, "MC CABLE" IS ACCEPTABLE ON THIS PROJECT AND MAY BE USED AS APPROVED BY NEC, WHERE RUN CONCEALED IN WALLS ABOVE CEILINGS OR IN BASEMENTS.
12.	ALL UNUSED CONDUIT AND WIRING SHALL BE DROPPED TO THE FLOOR BY THE ELECTRICIAN FOR REMOVAL FROM THE BUILDING BY THE CONTRACTOR.
13.	ALL EQUIPMENT AND DEVICES SHALL BE NEW & BEAR U.L. LABEL. ALL DEVICES SHALL BE "SPECIFICATION" GRADE.
14.	WORKMANSHIP: ONLY THE BEST IN WORKMANSHIP IN ACCORDANCE WITH PRESENT STANDARDS WILL BE ACCEPTABLE. ANY WORK INSTALLED AND ADJUDGED BY THE ENGINEER TO BE BELOW STANDARDS SHALL BE TAKEN OUT AND REPLACED WITH PROPERLY DONE WORK AT CONTRACTOR'S EXPENSE.
15.	GUARANTEE: CONTRACTOR SHALL GUARANTEE ALL EQUIPMENT AND WIRING TO BE FREE FROM INHERENT MECHANICAL AND ELECTRICAL DEFECTS FOR A PERIOD OF ONE YEAR FROM DATE OF SUBSTANTIAL COMPLETION OF PROJECT. ALL DEFECTS SHALL BE REPAIRED, DURING THIS PERIOD, AT NO CHARGE TO OWNER (MISUSE OR ABUSE CAUSED PROBLEMS EXCEPTED).
16.	SUBSTITUTIONS OF EQUIPMENT: SPECIFIED PRODUCTS SHALL BE USED AS THE BASIS OF BID AND SHALL BE PROVIDED, WHERE 2 OR MORE MANUFACTURERS ARE LISTED, THE CHOICE IS AT THE CONTRACTOR'S OPTION. AN APPROVED EQUAL SHALL BE DETERMINED BY ENGINEER.
17.	ALL 15A/20A, 120V HOMERUNS GREATER THAN 75' SHALL BE #10 WIRE MINIMUM; GREATER THAN 120' SHALL BE #8 WIRE MINIMUM. ALL 20A, 277V HOMERUNS GREATER THAN 175' SHALL BE #10 WIRE MINIMUM; GREATER THAN 280' SHALL BE #8 MINIMUM. TYPICAL FOR PHASE, NEUTRAL, AND GROUND CONDUCTORS.
18.	CONTRACTOR SHALL FIELD VERIFY NAMEPLATE LOADS OF ALL EQUIPMENT (MECHANICAL AND OWNER SUPPLIED) TO INSURE PROPER WIRE SIZING AND OVERCURRENT PROTECTION AND SHALL NOTIFY ENGINEER OF DISCREPANCIES.
19.	CONTRACTOR SHALL SEAL ALL ELECTRICAL PENETRATIONS THRU FIRE RATED PARTITIONS WITH FIRE RATED MATERIAL EQUAL TO DOW CORNING SILICONE RTV FOAM AS A MINIMUM. MATERIAL SELECTION SHALL BE BASED ON RATING OF PARTITION PENETRATED.
20.	ALL SUPPLEMENTARY STEEL REQUIRED FOR ELECTRICAL WORK SHALL BE PROVIDED BY THE CONTRACTOR.
21.	WHERE NOTED ON DRAWINGS OR WHERE CONTRACTOR ELECTS TO GROUP CIRCUITS PER ONE NEUTRAL THEY SHALL SIZE NEUTRAL AS FOLLOWS: a. #10 NEUTRAL PER TWO CIRCUITS b. #8 NEUTRAL PER THREE CIRCUITS
22.	PROVIDE INSULATED GROUNDING CONDUCTOR IN ALL CONDUITS AND CABLE ASSEMBLIES AS NECESSARY TO COMPLY WITH NEC.
23.	BRANCH CIRCUITS SHOWN WITH TWO GROUND CONDUCTORS SHALL HAVE ONE EQUIPMENT GROUND CONDUCTOR (GREEN) AND ONE ISOLATED GROUND CONDUCTOR (GREEN W/YELLOW STRIPE) INSTALLED IN RACEWAYS.
24.	ALL EMPTY CONDUITS FOR FUTURE WORK SHALL BE PROVIDED WITH A PULL WIRE.
25.	REFER TO ARCHITECTURAL REFLECTED CEILING PLAN AND DETAILS FOR THE EXACT LOCATION OF ALL LIGHTING FIXTURES AND ANY OTHER EQUIPMENT INSTALLED TO THE CEILING SYSTEM. VERIFY EXACT MOUNTING HEIGHTS AND FINISHES WITH ARCHITECT PRIOR TO ROUGH-IN.
26.	CONTRACTOR SHALL COORDINATE INSTALLATION OF ELECTRICAL WORK ABOVE THE CEILING TO PROVIDE THE GREATEST POSSIBLE CLEARANCE FOR INSTALLATION OF PLUMBING AND MECHANICAL INSTALLATION. CONDUIT RUNS TO BE THROUGH OR ABOVE TRUSSES WHERE POSSIBLE.
27.	ELECTRICAL CONTRACTOR TO COORDINATE EXACT PLACEMENT OF ALL DEVICES SHOWN ON THE ELECTRICAL CONSTRUCTION DOCUMENTS WITH ARCHITECTURAL, MECHANICAL AND PLUMBING DRAWINGS PRIOR TO FINAL PLACEMENT.
28.	ALL WIRE IN CEILING MUST BE PLENUM RATED.
29.	NO TELEPHONE WIRE SHALL BE RUN EXPOSED ON BASEBOARDS OR WALLS.
30.	WIRING FOR LOW VOLTAGE SYSTEMS SHALL BE RUN CONCEALED WITHIN WALLS AND ABOVE CEILINGS.
31.	PANEL DIRECTORIES SHALL BE COMPLETELY FILLED IN AT COMPLETION OF JOB IN ACCORDANCE WITH NEC 408.4.
32.	CONTRACTOR MUST PRODUCE A LETTER ATTESTING THAT WORK HAS BEEN COMPLETED TO THE SATISFACTION OF THE BUILDING MANAGER WHO WILL CONFIRM HIS ACCEPTANCE BY AFFIXING HIS SIGNATURE TO THE LETTER IN A SPACE PROVIDED FOR THIS PURPOSE. WORK WILL NOT BE CONSIDERED AS BEING COMPLETE WITHOUT THIS LETTER.
33.	HANGING OF LIGHT FIXTURES IS TO BE DONE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, STATE AND LOCAL BUILDING CODES AND SEISMIC REQUIREMENTS.
34.	AT THE COMPLETION OF THE JOB, IT WILL BE THE ELECTRICAL CONTRACTOR'S RESPONSIBILITY TO TURN OVER TO THE BUILDING MANAGER AN AS-BUILT-DRAWING IN REPRODUCIBLE FORM. THIS DRAWING DOES NOT HAVE TO BE MADE FROM SCRATCH; THE CONTRACT REFLECTED CEILING AND POWER PLANS MAY BE USED AS BACKGROUNDS WITH THE ACTUAL CIRCUITING CHANGES ADDED.
35.	PRIOR TO THE CONTRACTOR BEING RELEASED FROM ALL OBLIGATIONS, HE WILL OBTAIN AND TURN OVER TO THE BUILDING MANAGER THE ORIGINAL COPY OF THE "CERTIFICATE OF ELECTRICAL INSPECTION".
36.	COORDINATE EXACT LOCATIONS AND MOUNTING HEIGHTS OF EQUIPMENT AND DEVICES WITH ARCHITECT.

ELECTRICAL DEMOLITION GENERAL NOTES	
1.	ELECTRICAL DEMOLITION DRAWINGS ARE DIAGRAMMATIC AND INDICATE GENERAL INTENT AND SCOPE. DURING FIELD INVESTIGATION AND REVIEW OF EXISTING RECORD DOCUMENTS, SOME EXISTING ELECTRICAL DEVICES MAY NOT HAVE BEEN LOCATED DUE TO UNMOVABLE FURNITURE AND/OR EQUIPMENT LOCATED AGAINST WALLS. REMOVE OR RELOCATE ALL ELECTRICAL DEVICES IN/ON WALLS OR IN CEILING SYSTEMS BEING REMOVED. THE CONTRACTOR IS RESPONSIBLE FOR REVIEWING THE ARCHITECTURAL AND MEP DRAWINGS AND SHALL PROVIDE ALL MISCELLANEOUS REMOVALS/RELOCATIONS AS REQUIRED BY THAT WORK. REPORT ALL DISCREPANCIES TO ARCHITECT/ENGINEER BEFORE DISTURBING EXISTING CONDITIONS.
2.	PRIOR TO BIDDING, ELECTRICAL CONTRACTOR SHALL FIELD VERIFY SCOPE OF DEMOLITION WORK, PROVIDE LABOR AND EQUIPMENT TO COMPLETE WORK AS REQUIRED AND INSPECT PROJECT SITE TO DETERMINE CONDITIONS UNDER WHICH DEMOLITION IS TO BE ACCOMPLISHED ALONG WITH KIND AND AMOUNT OF MATERIALS BEING REMOVED. INCLUDE COST OF WORK REQUIRED TO ACCOMMODATE ALL EXISTING CONDITIONS IN THE BID PROPOSAL.
3.	THE OWNER IS RESPONSIBLE FOR REMOVAL OR ABATEMENT OF ANY/ALL ASBESTOS-LADEN OR HAZARDOUS MATERIALS PRIOR TO THE CONTRACTOR COMMENCING WITH WORK. HOWEVER, IF THE CONTRACTOR SHOULD NOTICE OR ENCOUNTER ANY MATERIALS WHICH ARE SUSPECT TO BE LADEN WITH ASBESTOS OR HAZARDOUS, WORK SHALL CEASE AT ONCE. FINDINGS SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE IMMEDIATELY AND WAIT FOR FURTHER INSTRUCTIONS BEFORE STARTING/RESTARTING ANY WORK IN PROJECT AREA.
4.	REMOVE ALL JUNCTION BOXES, BACK BOXES, COVER PLATES, WIRING, AND CONDUIT IN ITS ENTIRETY BACK TO SOURCE OR NEXT EXISTING TO REMAIN DEVICE, ASSOCIATED WITH ALL ELECTRICAL COMMUNICATION, FIRE ALARM DEVICES, AND LIGHTING REMOVED DURING DEMOLITION, UNLESS SPECIFICALLY NOTED OTHERWISE ON DRAWINGS.
5.	REMOVE ALL ELECTRICAL CONTROLS, DISCONNECT SWITCHES, JUNCTION/BACK BOXES, WIRING, AND CONDUIT ASSOCIATED WITH MECHANICAL/PLUMBING EQUIPMENT BEING REMOVED IN THIS PROJECT. (SEE MECHANICAL DEMOLITION CONTRACT DOCUMENTS)
6.	ALL SALVAGEABLE EQUIPMENT REMOVED SHALL BECOME PROPERTY OF OWNER AND SHALL BE STORED ON SITE AS DIRECTED. ALL NON-SALVAGEABLE MATERIALS SHALL BE REMOVED IN ITS ENTIRETY FROM SITE AND DISPOSED OF BY ELECTRICAL CONTRACTOR IN ACCORDANCE WITH ALL APPLICABLE LAWS.
7.	TEMPORARILY RELOCATE ELECTRICAL EQUIPMENT AS REQUIRED TO ACCOMMODATE THE CONSTRUCTION SCHEDULE. ALL AREAS NOT UNDER CONSTRUCTION MUST BE KEPT OPERATIONAL DURING CONSTRUCTION TO ACCOMPLISH THIS, PROVIDE THE NECESSARY TEMPORARY ELECTRICAL SERVICES. REMOVE TEMPORARY DEVICES UPON COMPLETION OF CONSTRUCTION.
8.	CONTRACTOR SHALL PROVIDE TEMPORARY POWER AND LIGHTING AS REQUIRED DURING THE ENTIRE DURATION OF CONSTRUCTION. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY POWER AND LIGHTING UPON COMPLETION OF THE PROJECT.
9.	RELOCATE OR REMOVE ALL ELECTRICAL DEVICES IN ACCORDANCE WITH NEC. WHEN RELOCATION OR REMOVAL OF AN ELECTRICAL DEVICE INTERRUPTS THE CONTINUITY OF A CIRCUIT, RELOCATE/MODIFY THESE CIRCUITS AS REQUIRED TO MAINTAIN CIRCUIT CONTINUITY. WHEN CIRCUITS ARE INTERRUPTED BY THE REMOVAL OF A PANELBOARD, THE CONTRACTOR SHALL REWIRE DEVICES TO THE NEAREST PANELBOARD OF SAME VOLTAGE REQUIREMENTS WITH AVAILABLE SPACE. FURNISH AND INSTALL NEW CIRCUIT BREAKERS OR UTILIZE SPACE CIRCUIT BREAKERS AS REQUIRED.
10.	ELECTRICAL CONTRACTOR SHALL FIELD VERIFY CIRCUITS PASSING THRU PROJECT AREA, WHICH FEED ELECTRICAL DEVICES, LIGHTING, DATA DEVICES OR FIRE ALARM DEVICES OUTSIDE OF PROJECT SCOPE. ANY/ALL OF THESE CIRCUITS AFFECTED BY THE ELIMINATION OF CONDUIT, WIRE, CABLEING OR JUNCTION BOXES SHALL BE REROUTED AND REFEED AS REQUIRED TO MAINTAIN CIRCUIT CONTINUITY.
11.	WHERE REMOVAL OR RELOCATION OF EXISTING CONDUIT PASSES THROUGH WALLS, OPENINGS SHALL BE PATCHED, SEALED, AND PAINTED TO MATCH THE SURROUNDING WALL. WHERE REMOVAL OR RELOCATION OF EXISTING CONDUIT PASSES THROUGH FLOOR, OPENINGS SHALL BE PATCHED AND SEALED TO MATCH SURROUNDING FLOOR. CONSULT ARCHITECT ON LOCATIONS AND MATERIALS REQUIRED.
12.	ELECTRICAL CONTRACTOR SHALL SEAL ALL ELECTRICAL PENETRATIONS THROUGH FIRE RATED PARTITIONS, INCLUDING THOSE LEFT DUE TO REMOVAL OF DEVICES OR CONDUIT DURING DEMOLITION, WITH FIRE RATED MATERIAL EQUAL TO DOW CORNING SILICONE RTV FOAM AS A MINIMUM. MATERIAL SELECTION SHALL BE BASED ON RATING OF PARTITION PENETRATED.
13.	FURNISH AND INSTALL KNOCKOUT COVERS OR PLUGS ON ALL EXISTING PANELS, EQUIPMENT, AND OUTLET BOX OPENINGS CREATED BY REMOVAL OR RELOCATION OF EXISTING RACEWAYS.
14.	ELECTRICAL CONTRACTOR SHALL COORDINATE THE INSTALLATION OF THE NEW FIRE ALARM DEVICES WITH THE REMOVAL OF THE EXISTING FIRE ALARM SYSTEM AND DEVICES. PROVIDE A FIRE WATCH FOR ANY TIME THE FIRE ALARM SYSTEM IS NONFUNCTIONAL OR WHEN BUILDING IS UNPROTECTED.
15.	EXTEND/REROUTE WIRING AND CONDUIT, AS REQUIRED, TO ALL ELECTRICAL DEVICES, TELECOMMUNICATION, LIGHTING, AND FIRE ALARM DEVICES, RELOCATED DURING DEMOLITION UNLESS SPECIFICALLY NOTED OTHERWISE.
16.	COORDINATE POWER SHUTDOWN REQUIREMENTS WITH OWNER A MINIMUM OF 10 DAYS IN ADVANCE OF PLANNED SHUTDOWN. DO NOT PROCEED WITH SHUTDOWN WITHOUT WRITTEN AUTHORIZATION TO PROCEED.

ELECTRICAL SYMBOL LEGEND					
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	DUPLEX RECEPTACLE. (18" A.F.F. UNLESS NOTED OTHERWISE).		THERMOSTAT FURNISHED BY DIV. 15, INSTALLED AND WIRED BY DIV. 16		TELEPHONE OUTLET.
	DOUBLE DUPLEX RECEPTACLE. (18" A.F.F. UNLESS NOTED OTHERWISE).		CALL FOR ASSISTANCE PULL CORD.		DATA OUTLET.
	QUAD RECEPTACLE. (18" A.F.F. UNLESS NOTED OTHERWISE).		CALL FOR ASSISTANCE LIGHT/ BUZZER.		COMBINATION TELEPHONE/DATA OUTLET.
	DEDICATED DUPLEX RECEPTACLE. (18" A.F.F. UNLESS NOTED OTHERWISE).		TRANSFORMER.		COMBINATION TELEPHONE/DATA OUTLET. (FLOOR MOUNTED)
	DUPLEX RECEPTACLE EQUIPPED WITH INTEGRAL GROUND FAULT INTERRUPTER. (18" A.F.F. UNLESS NOTED OTHERWISE)		SURFACE MOUNTED PANEL BOARD		COMBINATION TELEPHONE/DATA BOX WITH FLEXIBLE CONNECTION TO EQUIPMENT.
	WEATHER PROOF DUPLEX RECEPTACLE. (18" A.F.F. UNLESS NOTED OTHERWISE)		RECESSED MOUNTED PANEL BOARD		CABLE CONNECTION.
	DUPLEX RECEPTACLE. (10" ABOVE COUNTER UNLESS NOTED OTHERWISE).				
	208 VOLT, 2 POLE, RECEPTACLE AMP RATING AS SHOWN ON PLAN. (18" A.F.F. UNLESS NOTED OTHERWISE)	S	SINGLE POLE TOGGLE SWITCH. (48" A.F.F. UNLESS NOTED OTHERWISE)		MANUAL PULL STATION
	208 VOLT, 3 POLE, RECEPTACLE AMP RATING AS SHOWN ON PLAN. (18" A.F.F. UNLESS NOTED OTHERWISE)	S ₃	THREE WAY TOGGLE SWITCH. (48" A.F.F. UNLESS NOTED OTHERWISE).		COMBINATION AUDIBLE AND VISUAL ALARM DEVICE
	DUPLEX RECEPTACLE. (FLOOR MOUNTED).	S ₄	THREE WAY TOGGLE SWITCH. (48" A.F.F. UNLESS NOTED OTHERWISE).		AUDIBLE ALARM DEVICE
	QUAD RECEPTACLE. (FLOOR MOUNTED).	S _{0c}	OCCUPANCY SWITCH. (48" A.F.F. UNLESS NOTED OTHERWISE).		VISUAL ALARM DEVICE
	DEDICATED DUPLEX RECEPTACLE. (FLOOR MOUNTED).	S ₀	DIMMING SWITCH. (48" A.F.F. UNLESS NOTED OTHERWISE).		SMOKE DETECTOR
	208 VOLT, 2 POLE, RECEPTACLE AMP RATING AS SHOWN ON PLAN. (FLOOR MOUNTED)	S ₃₀	3 WAY DIMMING SWITCH. (48" A.F.F. UNLESS NOTED OTHERWISE).		ELEVATOR RECALL SMOKE DETECTOR
	208 VOLT, 3 POLE, RECEPTACLE AMP RATING AS SHOWN ON PLAN. (FLOOR MOUNTED)		CEILING MOUNT OCCUPANCY SWITCH.		FIXED TEMPERATURE HEAT DETECTOR
	SURFACE RACEWAY.		DAYLIGHT HARVESTING PHOTOCELL.		DUCT SMOKE DETECTOR – SUPPLY
	JUNCTION BOX		UNIVERSAL VOLTAGE POWER PACK.		DUCT SMOKE DETECTOR – RETURN
	JUNCTION BOX WITH FLEXIBLE CONNECTION TO EQUIPMENT		TIME CLOCK.		FLOW SWITCH
	HEAVY DUTY DISCONNECT SWITCH (NON-FUSED)				PRESSURE SWITCH
	WEATHER PROOF HEAVY DUTY FUSED DISCONNECT SWITCH	-----	CONTROL WIRING.		TAMPER SWITCH
	MAGNETIC MOTOR STARTER	=====	LINE VOLTAGE WIRING.		FIRE ALARM CONTROL PANEL
	MOTOR	←-----	HOME RUN.		FIRE ALARM ANNUNCIATOR.
	MOTORIZED DAMPER, PROVIDED BY DIV. 15, WIRED BY DIV. 16				
NOTE: NOT ALL SYMBOLS MAY APPEAR ON THE DRAWINGS.					

ELECTRICAL ABBREVIATIONS					
A OR AMP	AMPERES	HQA	HANDS-OFF AUTOMATIC SWITCH	P	POLE
AAC	ABOVE ACCESSIBLE CEILING	HP	HORSEPOWER	PB	PULL BOX
AC	ALTERNATING CURRENT	HWAC	HEATING, VENTILATING AND AIR CONDITIONING	PC	PULL CHAIN
ACT	ABOVE COUNTER TOP			PE	PNEUMATIC ELECTRIC SWITCH
AFF	ABOVE FINISHED FLOOR	IG	ISOLATED GROUND	PH	PHASE
AFG	ABOVE FINISHED GRADE	IMC	INTERMEDIATE METALLIC CONDUIT	P/T	POTENTIAL TRANSFORMER
AHJ	AUTHORITY HAVING JURISDICTION			PVC	POLYVINYL CHLORIDE
AHU	AIR HANDLING UNIT.	JB	JUNCTION BOX		
AIC	INTERRUPTING CAPACITY(RMS SYMMETRICAL AMPERES)			RCS	RIGID GALVANIZED STEEL
ATS	AUTOMATIC TRANSFER SWITCH	KCMIL	1000 CIRCULAR MILS	RMC	RIGID METALLIC CONDUIT
		KV	KILOVOLTS (1000 VOLTS)	RTU	ROOFTOP UNIT
BFG	BELOW FINISHED GRADE	KVA	KILOVOLT AMPERES (1000 VOLT-AMPERES)		
BKBD	BACKBOARD	KW	KILOWATTS (1000 WATTS)	SW	SWITCH
				SWBD	SWITCHBOARD
C OR COND	CONDUIT	LRA	LOCKED ROTOR AMPS		
C/T	CURRENT TRANSFORMER			TEL	TELEPHONE
CBL C/B	CIRCUIT BREAKER	MCA	MINIMUM CIRCUIT AMPS	TYP	TYPICAL
CFA	CALL FOR ASSISTANCE	MCB	MAIN CIRCUIT BREAKER	TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSOR
CLG	CEILING	MCC	MOTOR CONTROL CENTER		
CPT	CURRENT POTENTIAL TRANS.	MCM	THOUSAND CIRCULAR MILS	UF	UNDERFLOOR
CU	CONDENSING UNIT	MD	MOTORIZED DAMPER	UG	UNDERGROUND
		MDP	MAIN DISTRIBUTION PANEL	UL	UNDERWRITERS LABORATORIES
DC	DIRECT CURRENT	MFR, MFR	MANUFACTURER	UP	UP
DISC. SW	DISCONNECT SWITCH	MH	MECHANICALLY HELD	UTP	UNSHIELDED TWISTED PAIR
DN	DOWN	MIC	MICROPHONE		
				V	VOLTS
EO	ELECTRICALLY OPERATED	MLO	MAIN LUGS ONLY	VP	VAPORPROOF
EDH	ELECTRIC DUCT HEATER	MO	MOTOR OPERATED	VSD	VARIABLE SPEED DRIVE
EF	EXHAUST FAN	MTD	MOUNTED	VFD	VARIABLE FREQUENCY DRIVE
EM	EMERGENCY UNIT	MUA, MAU	MAKE-UP AIR UNIT		
EP	ELECTRIC PNEUMATIC SWITCH			W/	WITH
ETR, E	EXISTING TO REMAIN	NC	NORMALLY CLOSED	WP	WEATHERPROOF
EUH	ELECTRIC UNIT HEATER	NEC	NATIONAL ELECTRIC CODE		
EWG	ELECTRIC WATER COOLER	NF	NOT FUSED	XFMR, TXFMR	TRANSFORMER
EWH	ELECTRIC WALL HEATER	NFPA	NATIONAL FIRE PROTECTION ASSOCIATION		
		NIC	NOT IN CONTRACT	EXISTING ELECTRICAL EQUIPMENT ABBREVIATIONS	
FA	FIRE ALARM	NL	NIGHT LIGHT	EX	EXISTING TO REMAIN.
FACP	FIRE ALARM CONTROL PANEL			RE	REMOVE EXISTING.
FCU	FAN COIL UNIT.	NO	NORMALLY OPEN	RL	RELOCATE EXISTING.
FLA	FULL LOAD AMPS	NTS	NOT TO SCALE	NL	NEW LOCATION OF EXISTING RELOCATED.
GFI, GFCI	GROUND FAULT CIRCUIT INTERRUPTER	OC	OCCUPANCY SENSOR	NR	NEW TO REPLACE EXISTING.
G, GND	GROUND			RR	REMOVE AND REPLACE ON NEW SURFACE.
NOTE: NOT ALL ABBREVIATIONS MAY APPEAR ON THE DRAWINGS.					



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ELECTRICAL SPECIFICATIONS

16050 – ELECTRICAL GENERAL PROVISIONS

- A. REGULATORY REQUIREMENTS: ALL WORK SHALL BE DONE IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL CODES AND ORDINANCES. THE BUILDING CODE, AND IN PARTICULAR, NFPA 70 AND 72, WHERE APPROVAL STANDARDS HAVE BEEN ESTABLISHED BY OSHA, UL, ASME, AGA, AMCA, ANSI, ARI, NFPA, STATE FIRE INSURANCE REGULATORY BODY, AND FM, FOLLOW THESE STANDARDS WHETHER OR NOT INDICATED ON THE DRAWINGS AND SPECIFICATIONS. INCLUDE COST OF WORK REQUIRED TO COMPLY WITH REQUIREMENTS OF THESE AUTHORITIES IN THE ORIGINAL PROPOSAL. COMPLY WITH IEEE C2 WHERE APPLICABLE. ARRANGE WITH LOCAL AND STATE AUTHORITIES AND UTILITY COMPANIES FOR PERMITS, FEES, AND SERVICE CONNECTIONS, VERIFYING LOCATIONS AND ARRANGEMENT, AND PAY CHARGES INCLUDING INSPECTIONS.
- B. SITE VISITATION: VISIT THE SITE OF THE PROPOSED CONSTRUCTION TO BECOME THOROUGHLY FAMILIAR WITH DETAILS OF WORK AND WORKING CONDITIONS, ADVISE OWNER OF DISCREPANCIES.
- C. MATERIALS AND WORKMANSHIP: PROVIDE LABOR, MATERIALS, APPARATUS, AND APPLIANCES ESSENTIAL TO THE COMPLETE FUNCTIONING OF THE SYSTEMS DESCRIBED OR INDICATED HEREIN, OR WHICH MAY BE REASONABLY IMPLIED AS ESSENTIAL WHETHER MENTIONED IN THE CONTRACT DOCUMENTS OR NOT. ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND LISTED FOR THE DESCRIBED APPLICATION.
- D. NOISE AND VIBRATION: PROVIDE OPERATING SYSTEM COMPONENTS FREE OF OBJECTIONABLE VIBRATION OR NOISES. STATICALLY AND DYNAMICALLY BALANCE ROTATING EQUIPMENT, AND MOUNT OR FASTEN SO THAT NO EQUIPMENT VIBRATION WILL BE TRANSMITTED TO THE BUILDING. RECTIFY OBJECTIONABLE CONDITIONS WITH NO ADDITIONAL COMPENSATION.
- E. SEISMIC RESTRAINT SYSTEMS: PROVIDE SEISMIC RESTRAINT SYSTEMS FOR ALL EQUIPMENT AND RELATED SYSTEMS. SYSTEMS SHALL COMPLY WITH THE LATEST ADOPTED VERSIONS OF EACH CONNECTICUT BUILDING CODE. IN PARTICULAR, INTERNATIONAL BUILDING CODE. SYSTEMS SHALL MAINTAIN EQUIPMENT AND RELATED SYSTEMS IN A CAPTIVE POSITION.
1. FURNISH SERVICES OF MANUFACTURER FOR FIELD SUPERVISION OF INSTALLATION OF SEISMIC RESTRAINT UNITS, ASSOCIATED HANGERS AND BASES. OBTAIN COPY OF MANUFACTURER'S INSTALLATION INSTRUCTIONS AND DRAWINGS. FOR CONTRACTORS' USE DURING INSTALLATION. INSTALL DEVICES IN ACCORDANCE WITH MANUFACTURER'S WRITTEN INSTRUCTIONS. SEISMIC RESTRAINT EQUIPMENT SHALL NOT CAUSE ANY CHANGE OF POSITION OF EQUIPMENT OR WORKING RESULTING IN WIRING STRESSES OR MISALIGNMENT.
2. SUBMIT FOR REVIEW, SHOP DRAWINGS ON EVERY PRODUCT AND MATERIAL FURNISHED UNDER THIS SECTION. SHOP DRAWINGS SHALL INCLUDE:
- A. ITEMIZED LIST DETAILING ELECTRICAL SYSTEMS AND COMPONENTS TO BE SEISMICALLY RESTRAINED, ASSOCIATED SEISMIC RESTRAINT SYSTEM TO BE USED, DEVICE LOADING AND REFERENCE TO SPECIFIC DRAWINGS SHOWING BASE AND CONSTRUCTION WHERE APPLICABLE. LIST SHALL INCLUDE NUMBER AND LOCATION OF SEISMIC RESTRAINTS AND ANCHORS FOR EACH PIECE OF EQUIPMENT.
- B. SEISMIC RESTRAINT CALCULATIONS.
- C. STRUCTURAL ENGINEER'S SEAL VERIFYING DESIGN AND CALCULATIONS FOR SEISMIC RESTRAINING SYSTEMS. CERTIFICATION SHALL BE BY A PROFESSIONAL STRUCTURAL ENGINEER WITH P.E. REGISTRATION IN THE STATE OF CONNECTICUT.
- D. DETAIL DRAWINGS ON EQUIPMENT BASES INCLUDING DIMENSIONS, STRUCTURAL MEMBER SIZES, SUPPORT POINT LOCATIONS, MAXIMUM LOADING AT EACH LOCATION, AND CONCRETE AND STEEL DETAILS SUCH AS ANCHOR BOLT LOCATIONS.
- E. ALL SEISMIC RESTRAINING DEVICES SHALL HAVE A PRE-APPROVED NUMBER FROM CALIFORNIA OSHPO OR OTHER RECOGNIZED GOVERNMENT AGENCY SHOWING MAXIMUM RESTRAINT RATINGS.
- F. DETAIL DRAWINGS ON SEISMIC RESTRAINT SYSTEMS FOR CONDUIT, BUSWAY, CABLE TRAY AND OTHER WIRING SYSTEMS, INCLUDING METHODS OF SUSPENSION, SUPPORT GUIDES, AND MAXIMUM LOADING AT EACH LOCATION.
- F. SUBMITTALS: SEVEN (7) COPIES OF SHOP DRAWINGS AND MANUFACTURERS CATALOG SHEETS FOR THE FOLLOWING EQUIPMENT/SYSTEMS SHALL BE SUBMITTED FOR APPROVAL:
1. CONDUIT AND WIRE
2. SAFETY SWITCHES, DISCONNECTS AND FUSES
3. PANELBOARDS, CIRCUIT BREAKERS, AND ENCLOSURES
4. SWITCHES, RECEPTACLES, AND DEVICE PLATES
5. NEW LUMINAIRES AND LAMPS
6. FIRE ALARM DEVICES
7. SURFACE RACEWAY
8. TRANSFORMERS

16060 – SECONDARY GROUNDING

- A. PROVIDE GROUNDING SYSTEMS, INCLUDING POWER SYSTEM GROUNDING, ELECTRICAL EQUIPMENT AND RACEWAY GROUNDING AND BONDING, STRUCTURAL STEEL GROUNDING, AND MISCELLANEOUS SYSTEM GROUNDING.
- B. BUILDING EQUIPMENT GROUND:
1. PROVIDE A SEPARATE, INSULATED EQUIPMENT GROUNDING CONDUCTOR IN ALL FEEDERS AND BRANCH CIRCUITS. TERMINATE EACH END ON A GROUNDING LUG, BUS, OR BUSING; DO NOT USE CONDUIT AS GROUNDING CONDUCTOR.
2. PROVIDE ONE GEDNEY TYPE "BJ" BONDING JUMPER AT ALL EXPANSION JOINTS, POINTS OF ELECTRICAL DISCONTINUITY OR CONNECTIONS IN CONDUIT WHERE FIRM MECHANICAL BOND IS NOT POSSIBLE, SUCH AS FLEXIBLE CONNECTIONS, INSULATION COUPLINGS, ETC.
3. BOND EVERY ITEM OF EQUIPMENT SERVED BY THE ELECTRICAL SYSTEM TO THE BUILDING EQUIPMENT GROUND SYSTEM. THIS INCLUDES NEW SWITCHBOARDS, PANELBOARDS, DISCONNECT SWITCHES, RECEPTACLES, CONTROLS, FANS, AIR HANDLING UNITS, PUMPS AND FLEXIBLE DUCT CONNECTIONS.

16070 – SUPPORTING DEVICES

- A. INSTALLATION:
1. SECURE EQUIPMENT AND CONDUIT WITH HANGER RODS, CONDUIT CLAMPS, EXPANSION ANCHORS, BEAM CLAMPS OR BOLTS AS REQUIRED.
2. FABRICATE SUPPORTS FROM STRUCTURAL STEEL OR STEEL CHANNEL, RIGIDLY WELDED OR BOLTED TO PRESENT A NEAT APPEARANCE. USE HEXAGON HEAD BOLTS WITH SPRING LOCK WASHERS UNDER ALL NUTS.
3. WHERE MULTIPLE RUNS OF CONDUIT CAN BE RUN GROUPED TOGETHER, RUN CONDUIT IN RACKS SUPPORTED FROM THE BUILDING STRUCTURE. PROVIDE FOR FUTURE USE OF RACK BY PROPERLY PLANNING ROUTING OF CONDUITS IN AND THROUGH RESTRICTED AREAS SUCH AS THROUGH WALLS AND AROUND MECHANICAL AND ELECTRICAL EQUIPMENT.

16075 – ELECTRICAL IDENTIFICATION

- A. PROVIDE ENGRAVED THREE-LAYER LAMINATED PLASTIC NAMEPLATES WITH WHITE LETTERS ON A BLACK BACKGROUND FOR ALL NEW EQUIPMENT ENCLOSURES, INCLUDING PANELBOARDS, DISCONNECT SWITCHES AND CIRCUIT BREAKERS.
- B. PERMANENTLY LABEL ALL RECEPTACLES, MOTORS, POWER DISCONNECTS, WALL SWITCHES, AND REMOTE LOADS WITH THE PANEL AND CIRCUIT NUMBER SERVING THE DEVICE.
- C. PROVIDE WIRE AND CABLE MARKERS (SPLIT SLEEVE OR TUBING TYPE) ON ALL CONDUCTORS. PROVIDE WIRE MARKERS ON EACH CONDUCTOR IN SPICE BOXES, PULL BOXES, AND AT FIRST LOAD CONNECTION ON HOMERUN. IDENTIFY WITH BRANCH CIRCUIT OR FEEDER NUMBER FOR POWER AND LIGHTING CIRCUITS, AND WITH CONTROL WIRE NUMBER AS INDICATED ON EQUIPMENT MANUFACTURERS SHOP DRAWING FOR CONTROL WIRING.
- D. WIRE COLOR CODE
- | | |
|---------------------------------------|---------------------------------------|
| (208Y/120V, 3 PH): | (480Y/277V, 3 PH): |
| PHASE A: BLACK | PHASE A: BROWN |
| PHASE B: RED | PHASE B: ORANGE |
| PHASE C: BLUE | PHASE C: YELLOW |
| NEUTRAL: WHITE | NEUTRAL: GRAY |
| GROUND: GREEN | GROUND: GREEN |
| ISOLATED GROUND: GREEN/ YELLOW STRIPE | ISOLATED GROUND: GREEN/ YELLOW STRIPE |
- E. PROVIDE ENGRAVED THREE-LAYER LAMINATED PLASTIC NAMEPLATES WITH WHITE LETTERS ON A BLACK BACKGROUND TO IDENTIFY GROUNDING AND UNGROUNDING CONDUCTOR COLOR CODE INFORMATION IN ACCORDANCE WITH NEC 210.5 (C). INSTALL AT EACH PANELBOARD AND SIMILAR BRANCH CIRCUIT DISTRIBUTION EQUIPMENT LOCATION.

16120 – WIRE AND CABLE

- A. BUILDING WIRE:
1. FEEDERS AND BRANCH CIRCUITS LARGER THAN NO. 8 AWG: COPPER, STRANDED CONDUCTOR, 600 VOLT INSULATION, THHN-2/THHN-2 OR XHHW-2, IN ACCORDANCE WITH NEMA WCS AND NEMA WCS.
2. FEEDERS AND BRANCH CIRCUITS NO. 8 AWG AND SMALLER: COPPER CONDUCTOR, 600 VOLT INSULATION, THHN-2/THHN-2 OR XHHW-2, SMALLER THAN NO. 8 AWG: SOLID CONDUCTOR IN ACCORDANCE WITH NEMA WCS. CONNECTIONS TO MOTORS, TRANSFORMERS, SUSPENDED LIGHT FIXTURES, AND OTHER VIBRATING EQUIPMENT SHALL BE STRANDED. CONTROL CIRCUITS: COPPER, STRANDED CONDUCTOR 600 VOLT INSULATION, THHN/THWN.

B. WIRING CONNECTIONS AND SPICES:

- CONNECT AND SPICE WIRE NO. 8 AWG AND SMALLER WITH SELF-INSULATING, WIRE NUT CONNECTORS.
- SPICE ALL NO. 6 AWG AND LARGER COPPER CONDUCTORS WITH HIGH CONDUCTIVITY, WROUGHT COPPER, COLOR-KEYED COMPRESSION CONNECTOR SIMILAR TO BURNETT OR T&G.
- SET SCREW TYPE CONNECTORS ARE ONLY ACCEPTABLE ON THE LOAD SIDE LUGS OF CLASS I AND II SWITCHBOARDS, PANELBOARDS, CIRCUIT BREAKERS, FUSIBLE SWITCHES AND ON INDIVIDUAL MOTOR CONTROLLERS.
- WHERE THREE OR MORE CONDUCTORS LARGER THAN NO. 8 AWG ARE SPICED TOGETHER, UTILIZE A SCREW-TYPE POWER DISTRIBUTION BLOCK SECURELY MOUNTED IN JUNCTION BOX.

C. GENERAL WIRING METHODS:

- USE NO WIRE SMALLER THAN NO. 12 AWG FOR POWER AND LIGHTING CIRCUITS, AND NO SMALLER THAN NO. 14 AWG FOR CONTROL WIRING. PROVIDE MINIMUM OF NO. 12 AWG FOR ALL SWITCH LEGS. PROVIDE NEUTRAL CONDUCTOR OF THE SAME SIZE AS THE PHASE CONDUCTORS TO WHICH IT IS ASSOCIATED. COMMON NEUTRALS SHALL NOT BE USED FOR BRANCH CIRCUITS, UNLESS SPECIFICALLY NOTED OTHERWISE.
- USE NO. 10 AWG CONDUCTOR MINIMUM FOR 120 AMPERE, 120 VOLT BRANCH CIRCUITS LONGER THAN 75 FEET, NO. 8 AWG LONGER THAN 120' AND USE NO. 10 AWG CONDUCTOR MINIMUM FOR 20 AMPERE, 277 VOLT BRANCH CIRCUITS LONGER THAN 175 FEET, NO. 8 AWG LONGER THAN 280'.
- PROVIDE HOMERUN AND FEEDER CONDUCTORS OF CONTINUOUS LENGTH WITHOUT JOINT OR SPICE FROM OVERCURRENT DEVICE TO FIRST OUTLET.
- INSTALL ALL WIRING IN CONDUIT CONCEALED IN WALL OR ABOVE CEILINGS.
- NEATLY TRAIN AND LACE WIRING INSIDE BOXES, PANELBOARDS, SWITCHGEAR, MOTOR CONTROL CENTERS, WIRING OUTLETS, AND OTHER EQUIPMENT.
- PROVIDE APPROPRIATELY SIZED LUGS AND TERMINATIONS AT ALL EQUIPMENT. DO NOT REDUCE WIRE SIZE AT EQUIPMENT LUGS.
- DRAWINGS INDICATE PROPOSED CIRCUITING ONLY, AND DO NOT INDICATE EVERY CONDUCTOR UNLESS INTENT IS UNCLEAR AND FURTHER CLARIFICATION IS REQUIRED. PROVIDE THE NECESSARY TRAVELERS FOR ALL THREE-WAY AND FOUR-WAY SWITCHES.
- MAXIMUM CONDUIT FILL SHALL BE THREE PHASE CONDUCTORS (ON DIFFERENT PHASES), THREE INDIVIDUAL NEUTRAL CONDUCTORS (FOR EACH 120V OR 277V BRANCH CIRCUIT) AND GROUND CONDUCTOR.
- TYPE AC CABLE SHALL BE HOSPITAL GRADE CABLE AND SHALL INCLUDE AN ADDITIONAL GROUND CONDUCTOR WITH GREEN INSULATION.

D. WIRING INSTALLATION IN RACEWAYS:

- PULL ALL CONDUCTORS INTO A RACEWAY AT THE SAME TIME. USE UL LISTED WIRE PULLING LUBRICANT. DO NOT EXCEED MANUFACTURER'S RECOMMENDED TENSION.
- INSTALL WIRE IN RACEWAY AFTER INTERIOR OF BUILDING HAS BEEN PHYSICALLY PROTECTED FROM THE WEATHER AND ALL MECHANICAL WORK LIKELY TO INJURE CONDUCTORS HAS BEEN COMPLETED.
- COMPLETELY AND THOROUGHLY SWAB RACEWAY SYSTEM BEFORE INSTALLING CONDUCTORS.
- REMOVE AND DISCARD CONDUCTORS THAT ARE TOO SHORT OR INSTALLED IN WRONG RACEWAY. DO NOT INSTALL CONDUCTORS WHICH HAVE BEEN REMOVED FROM A RACEWAY.

16130 – BOXES

A. OUTLET BOXES:

- PROVIDE GALVANIZED OR CADMIUM-PLATED PRESSED STEEL OUTLET BOXES SUITABLE FOR THE CONDITIONS OF EACH OUTLET. PROVIDE MULTI-BAK BOX DESIGN. SECTIONAL BOXES WILL NOT BE ACCEPTABLE.
- PROVIDE DEEP TYPE CAST METAL OUTLET BOXES LOCATED IN DAMP LOCATIONS EXPOSED TO WEATHER OR EXPOSED AREAS SUBJECT TO DAMAGE, COMPLETE WITH GASKETED COVER AND THREADED HUBS.
- PROVIDE OUTLET BOXES OF SUFFICIENT VOLUME TO ACCOMMODATE THE NUMBER OF CONDUCTORS ENTERING THE BOX IN ACCORDANCE WITH REQUIREMENTS OF NFPA 70, AND NOT LESS THAN 1-1/2 INCH DEEP UNLESS SHALLOWER BOXES ARE REQUIRED BY STRUCTURAL CONDITIONS AND ARE ESPECIALLY APPROVED BY A/E.
- PROVIDE NON METALLIC NEMA 13X TYPE OUTLET BOXES IN CORROSIVE ENVIRONMENTS.

B. PULL AND JUNCTION BOXES:

- PROVIDE GALVANIZED SHEET METAL BOXES CONFORMING TO NEMA OS 1. PROVIDE HINGED ENCLOSURES FOR ANY BOX LARGER THAN 12 INCHES IN ANY DIMENSION, UNLESS OTHERWISE NOTED.
- PROVIDE SEPARATE PULL BOXES AND JUNCTION BOXES FOR ELECTRIC POWER, CONTROL, AND COMMUNICATION SYSTEMS.

C. INSTALLATION:

- SET BOXES INSTALLED IN CONCEALED LOCATIONS FLUSH WITH THE FINISH SURFACES, AND PROVIDE WITH THE PROPER TYPE EXTENSION RINGS AND/OR COVERS WHERE REQUIRED.
- PROVIDE RECESSED OUTLET BOXES IN FINISHED AREAS. SECURE BOXES TO INTERIOR WALL AND PARTITION STUDS, ACCURATELY POSITIONING TO ALLOW FOR SURFACE FINISH THICKNESS.
- ALIGN WALL-MOUNTED OUTLET BOXES FOR SWITCHES, THERMOSTATS, AND SIMILAR DEVICES. INSTALL ALL GROUPED DEVICE LOCATIONS NEAT AND SYMMETRICAL. COORDINATE WITH A/E BEFORE ROUGH-IN.
- LOCATE PULL BOXES AND JUNCTION BOXES ABOVE ACCESSIBLE CEILINGS OR IN UNFINISHED AREAS.
- PROVIDE PULL OR JUNCTION BOXES IN ACCESSIBLE LOCATIONS WHERE SHOWN OR AT LEAST EVERY 150 FEET IN STRAIGHT RUNS, OR AS REQUIRED BY CODE OR AS NEEDED FOR PROPER INSTALLATION OF WIRING AND JUNCTIONS.
- IDENTIFY ALL JUNCTION BOXES BY CIRCUIT NUMBER ON COVER WITH LEGIBLE PERMANENT INK MARKER.
- COVER PLATES OF ALL JUNCTION BOXES USED FOR FIRE ALARM WIRING SHALL BE PAINTED "RED".

16132 – CONDUIT

A. MATERIALS:

- PROVIDE RIGID METAL CONDUIT AND FITTINGS IN ACCORDANCE WITH ANSI C80.1; HOT DIP GALVANIZED.
- PROVIDE ELECTRICAL METALLIC TUBING (EMT) AND FITTINGS IN ACCORDANCE WITH ANSI C80. 3; HOT-DIPPED GALVANIZED TUBING.

B. CONDUIT SIZING, ARRANGEMENT AND SUPPORT:

- MINIMUM SIZE OF CONDUIT SHALL BE 3/4-INCH. INDICATED SIZES ARE MINIMUM BASED ON THHN/THWN COPPER WIRE AND LARGER SIZES MAY BE USED FOR CONVENIENCE OF WIRE PULLING.
- CONCEAL CONDUIT IN CEILING OF ALL FINISHED AREAS AND IN WALLS OF ALL AREAS OF THE BUILDING. IN UNFINISHED AREAS WITHOUT CEILINGS, CONDUIT MAY BE RUN EXPOSED OVERHEAD. INSTALL ALL CONDUIT, INCLUDING CONDUIT ABOVE ACCESSIBLE CEILING, PARALLEL OR PERPENDICULAR TO WALLS AND ADJACENT PIPING. NEATLY ROUTE CONDUIT IN A COMMON RACK WHERE POSSIBLE.
- MAINTAIN MINIMUM 6 INCH CLEARANCE BETWEEN CONDUIT AND PIPING. MAINTAIN 12 INCH CLEARANCE BETWEEN CONDUIT AND HEAT SOURCES SUCH AS FLUES, STEAM PIPES, AND HEATING APPLIANCES. ROUTE CONDUIT TO ALLOW FOR EQUIPMENT ACCESS AND MAINTENANCE.
- ARRANGE CONDUIT SUPPORTS TO PREVENT DISTORTION OF ALIGNMENT BY WIRE PULLING OPERATIONS. FASTEN CONDUIT SECURELY TO BUILDING STRUCTURE USING CLAMPS, HANGERS AND THREADED ROD. ROUTE CONDUIT TO ALLOW FOR EQUIPMENT ACCESS AND MAINTENANCE.
- CONDUIT USED FOR FIRE ALARM CIRCUITS SHALL HAVE A 2 (TWO) INCH PAINTED "RED" BAND EVERY 10 (TEN) FEET.
- PROVIDE PULL LINE IN ALL EMPTY CONDUIT.

C. CONDUIT INSTALLATION SCHEDULE:

- INTERIOR:
 - EXPOSED:
 - RIGID METAL CONDUIT IN AREAS SUBJECT TO MOISTURE, CORROSIVE AGENTS PHYSICAL ABUSE, IN UNCONDITIONED SPACES OR FOR CONDUIT SIZES GREATER THAN 4 INCHES.
 - ELECTRICAL METALLIC TUBING IN AREAS NOT SUBJECT TO MOISTURE, CORROSIVE AGENTS OR PHYSICAL ABUSE.
 - CONCEALED:
 - RIGID METAL CONDUIT IN AREAS SUBJECT TO MOISTURE OR CORROSIVE AGENTS.
 - ELECTRICAL METALLIC TUBING IN AREAS NOT SUBJECT TO MOISTURE OR CORROSIVE AGENTS.
 - CAST IN CONCRETE:
 - RIGID NONMETALLIC CONDUIT.
- CONNECTIONS TO EQUIPMENT:
 - LIQUIDTIGHT FLEXIBLE METAL CONDUIT IN AREAS SUBJECT TO MOISTURE, HIGH HUMIDITY, OR CORROSIVE AGENTS.
 - FLEXIBLE METAL CONDUIT IN DRY, NONCORROSIVE AREAS.
- RIGID GALVANIZED STEEL CONDUIT (RSS) SHALL BE USED FOR WIRING IN THE FOLLOWING LOCATIONS:
 - SERVICE POLE RISERS
 - WITHIN CONCRETE SLABS
 - EXPOSED TO MOISTURE AND MECHANICAL DAMAGE
 - EXTERIOR INSTALLATIONS
- RIGID POLYVINYL CHLORIDE (PVC) SHALL BE USED FOR WIRING IN THE FOLLOWING LOCATIONS:
 - BURIED UNDER GRADE FOR SERVICE ENTRANCE PRIMARY AND SECONDARY CONDUCTORS
 - LIGHTING AND POWER BRANCH CIRCUIT WIRING BURIED UNDER GRADE
 - BELOW CONCRETE SLABS
 - EXPOSURE TO MOISTURE

16140 – WIRING DEVICES

- A. PROVIDE SPECIFICATION GRADE WIRING DEVICES, INCLUDING WALL SWITCHES, RECEPTACLES, AND DEVICE PLATES AND BOX COVERS. COLORED SWITCHES AND RECEPTACLES SHALL BE WHITE TO MATCH EXISTING BUILDING DEVICES OR AS DIRECTED BY OWNER/ARCHITECT.

B. DEVICES:

- 20A, 120V-277V SINGLE POLE: "1221", HUBBELL.
- 20A, 125V, 2P3W DUPLEX: NEMA 5-20R; "5362", HUBBELL.
- 20A, 125V, 2P3W DUPLEX GROUND FAULT INTERRUPTING: NEMA 5-20R; "GF5352", HUBBELL.
- 20A, 125V, 2P3W DUPLEX ISOLATED GROUND: NEMA IGS-20R; "IG5362", HUBBELL WITH ORANGE OR GRAY FACEPLATE AS SELECTED BY THE OWNER/ARCHITECT.
- 20A, 125V, 2P3W DUPLEX GROUND FAULT INTERRUPTING: NEMA 5-20R; "GF5352", HUBBELL.

C. COVER PLATES:

- PROVIDE 302/304 SATIN SMOOTH, STAINLESS STEEL FOR INTERIOR AND GASKETED CAST METAL WITH HINGED GASKETED "IN USE" DEVICE COVERS FOR EXTERIOR.

16411 – DISCONNECT SWITCHES

- A. FURNISH AND INSTALL DISCONNECT SWITCHES OF SAME MANUFACTURER AS SWITCHGEAR.

B. DISCONNECT SWITCHES

- PROVIDE HEAVY DUTY: QUICK-MAKE, QUICK-BREAK, LOAD INTERRUPTER ENCLOSED SWITCH WITH EXTERNALLY OPERABLE HANDLE INTERLOCKED TO PREVENT OPENING FRONT COVER WITH SWITCH IN ON POSITION. HANDLE LOCKABLE IN OFF POSITION. FUSE CLIPS: DESIGNED TO ACCOMMODATE CLASS RK-5.
- PROVIDE SOLID COPPER NEUTRAL BAR WHERE A NEUTRAL IS PRESENT IN THE CIRCUIT.

C. MANUAL MOTORS

1. FURNISH AND INSTALL FRACTIONAL HORSEPOWER MANUAL MOTOR STARTERS WITH ON-OFF CONTROL, THERMAL OVERLOAD RELAY AND PILOT LIGHTS. MANUFACTURED BY GENERAL ELECTRIC, SIEMENS, SQUARE "D", OR ALLEN BRADLEY.

	GENERAL ELECTRIC	SQUARE "D"	ALLEN BRADLEY	SIEMENS
1 POLE, SURFACE	CR10Y11	2510G1P	600-TAX4	SMFTG1P
2 POLE, SURFACE	CR10H11	2510G2P	600-TAX5	SMFTG2P

D. FUSES

- FUSES 600 AMPERES AND LESS: UL 198E, CLASS RK-5; AS INDICATED ON DRAWINGS; TIME DELAY, DUAL ELEMENT, CURRENT LIMITING, 600 VOLT.
- FUSES OVER 600 AMPERES: CLASS L, BOLT-ON TYPE WITH TIME DELAY AND CAPABILITY TO HOLD 500 PERCENT RATED FUSE CURRENT FOR A MINIMUM OF FOUR SECONDS AND CLEAR 20 TIMES RATED FUSE CURRENT IN 0.01-SECOND OR LESS. PROVIDE FUSES WITH "O" RING SEALS BETWEEN END BELLS AND GLASS MELAMINE BARREL SIMILAR TO BUSSMAN TIME DELAY KRP-C.

E. INSTALLATION

- PROVIDE DISCONNECT SWITCHES, WHERE REQUIRED BY NFPA 70, WHERE INDICATED ON DRAWINGS, AND WHERE REQUIRED BY EQUIPMENT MANUFACTURER, IN A LOCATION CONVENIENT FOR MAINTENANCE ON EACH SWITCH AND ADJACENT EQUIPMENT.
- PROVIDE SPARE FUSE CABINET IN MAIN ELECTRICAL ROOM COMPLETE WITH THREE SPARE FUSES FOR EACH RATING INSTALLED FOR FUSE SIZES OVER 600 AMPERES, AND TEN PERCENT SPARE FUSES (MINIMUM OF THREE) OF EACH TYPE AND RATING INSTALLED FOR 600 AMPERES OR LESS.

16420 – ENCLOSED CONTROLLERS

1.1. PRODUCTS

- A. FULL-VOLTAGE CONTROLLERS:
- MAGNETIC CONTROLLER: FULL VOLTAGE, ELECTRICALLY HELD.
 - CONSERVATION: NONREVERSING.
 - CONTROL CIRCUIT: FIELD COORDINATE WITH MECHANICAL CONTRACTOR. INTEGRAL OPT, WITH PRIMARY AND SECONDARY FUSES, WITH 50 VA SPARE CAPACITY.
 - OVERLOAD RELAY: MELTING ALLOY.
 - COMBINATION MAGNETIC CONTROLLER: FUSIBLE DISCONNECTING MEANS, AND WITH AUXILIARY CONTACTS.

B. ACCESSORIES:

- PUSH BUTTONS: RECESSED SHROUDED TYPES; MOMENTARY AS INDICATED.
- PILOT LIGHTS: LED TYPES; COLORS AS INDICATED, PUSH TO TEST.
- SELECTOR SWITCHES: ROTARY HAND-OFF/AUTO TYPE.
- CONTACTOR AUXILIARY CONTACT(S).

16441 – MAIN SERVICE ENTRANCE CABINET

- A. REFER TO ONE-LINE POWER RISER AND NOTES FOR REQUIREMENTS.

- U.L. LISTED AND LABELED FOR SERVICE ENTRANCE. (FLOOR) MOUNTED TAMPER-PROOF ENCLOSURE WITH ANSI-61 LIGHT GRAY PAINT FINISH. FRONT ACCESSIBLE CABLE TERMINATIONS. PHASE, NEUTRAL AND GROUND BUS CONDUCTORS SHALL BE TIN PLATED COPPER. UTILITY CURRENT TRANSFORMER COMPARTMENT INCLUDES FRONT HINGED COVER WITH PROVISION FOR LOCK, WIRE SEALING AND BAR TYPE CURRENT TRANSFORMER MOUNTING. PROVIDE PULL SECTION WIRE COMPARTMENT. MANUFACTURED BY GENERAL ELECTRIC, SIEMENS, SQUARE "D", CUTLER HAMMER. REFER TO PLANS FOR ADDITIONAL REQUIREMENTS.

16442 – PANELBOARDS

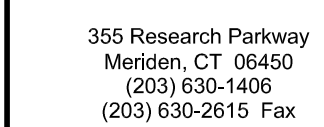
- A. FURNISH AND INSTALL NEW BREAKERS IN NEW (EXISTING) SERVICE, DISTRIBUTION, LIGHTING, POWER AND APPLIANCE PANELBOARDS. WHEN APPLICABLE, PANELBOARDS MAY BE SERVICE ENTRANCE RATED.

B. MANUFACTURERS:

- CUTLER-HAMMER (WESTINGHOUSE)
 - GENERAL ELECTRIC
 - SIEMENS
 - SQUARE D
- C. PROVIDE WITH MAIN LUGS AND BREAKERS OR FUSES AS SCHEDULED ON THE DRAWINGS. ATTACH CONNECTOR TO PANEL BUS WITH TWO BOLTS PER LUG. PROVIDE CAPTIVE TYPE BOLTS OR STUDS TO FACILITATE REINSTALLATION OF THE LUGS WITH THE WIRE ATTACHED.
- D. PROVIDE PANELBOARDS WITH RATINGS SCHEDULED AND DESIGNED FOR ALL INDICATED DEVICES AND SPACES. COMPLETE WITH TAPS AND TRIM AND COPPER PHASE, NEUTRAL, AND GROUND BUS. PANELBOARDS AND CIRCUIT BREAKERS SHALL BE RATED AT THE SCHEDULED SHORT CIRCUIT DUTY. PANELBOARD COVERS SHALL BE FLUSH OR SURFACE TRIM WITH ACCESS DOOR IN MAIN COVER.
- E. INSTALLATION:
- INSTALL PANELBOARDS PLUMB AND FLUSH WITH WALL FINISHES. IN ACCORDANCE WITH NEMA PB 1.1, MOUNT SECURELY TO WALLS OR STRUCTURAL SPACES. MOUNT FLOOR MOUNTED PANELBOARDS ON 4 INCH HOUSEKEEPING PADS.
 - PROVIDE TYPEWRITTEN CIRCUIT DIRECTORY FOR EACH BRANCH CIRCUIT PANELBOARD MOUNTED IN PERMANENT, CLEAR LEXAN CARD HOLDER LOCATED ON INSIDE OF DOOR. PREPARE DIRECTORIES ONLY AFTER PERMANENT ROOM NUMBERS HAVE BEEN ASSIGNED. DO NOT USE ROOM NUMBERS SHOWN ON CONSTRUCTION DRAWINGS.
 - DIRECTORY SHALL INCLUDE EACH ACTIVE AND SPARE CIRCUIT, WITH DISTINCT AND PRECISE CIRCUIT DESCRIPTIONS; NO TWO CIRCUITS MAY SHARE THE SAME LOAD DESCRIPTION.

16461 – DRY TYPE TRANSFORMER

- A. DRY TYPE TRANSFORMER SHALL BE U.L. LISTED IN ACCORDANCE WITH ANSI #C89.2 AND NEMA ST-20 STANDARDS. TEMPERATURE RISE OF 150 DEG. C, VENTILATED ENCLOSURE FOR INDOOR USE, PAINT COLOR ANSI #61 GRAY, 6- 2-1/2X TAPS (2 ABOVE/4 BELOW) WITH COPPER WINDINGS. SOUND RATING 42 TO 45 DECIBELS. MANUFACTURED BY GENERAL ELECTRIC, SIEMENS, SQUARE "D", OR CUTLER HAMMER.



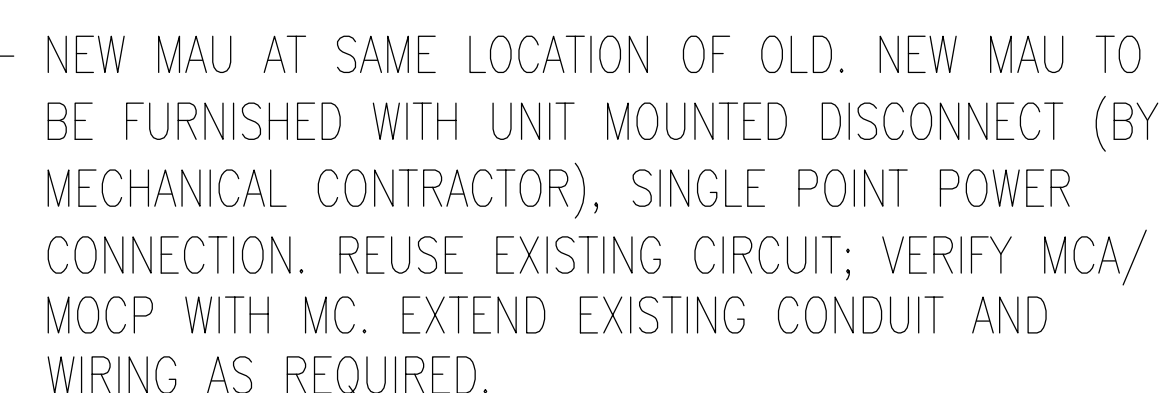
PROGRESS PRINT
DATE: November 22, 2021
NOT FOR CONSTRUCTION

233 S ELM ST

WATERBURY, CT 06706

1. EXTEND FEEDERS AND CONDUIT AS REQUIRED. PROVIDE NEMA 4X JUNCTION BOXES WHERE CIRCUITS ARE REQUIRED TO BE EXTENDED. COMPLY WITH NEC.
2. P-3, 4, & 5 ARE LOCATED IN MECHANICAL ROOM BELOW. PUMPS SHALL BE REPLACED PER THE DETAIL #3 AND PUMP SCHEDULE ON M5.01. RE-FEED FROM EXISTING CIRCUIT. EXTEND POWER WIRING AND CONDUIT AS REQUIRED TO FACILITATE NEW WORK.
3. FOR P-5 ONLY; INSTALL VFD (PROVIDED BY MC/ INSTALLED BY EC) IN PLACE OF EXISTING MOTOR STARTED/ DISCONNECT.

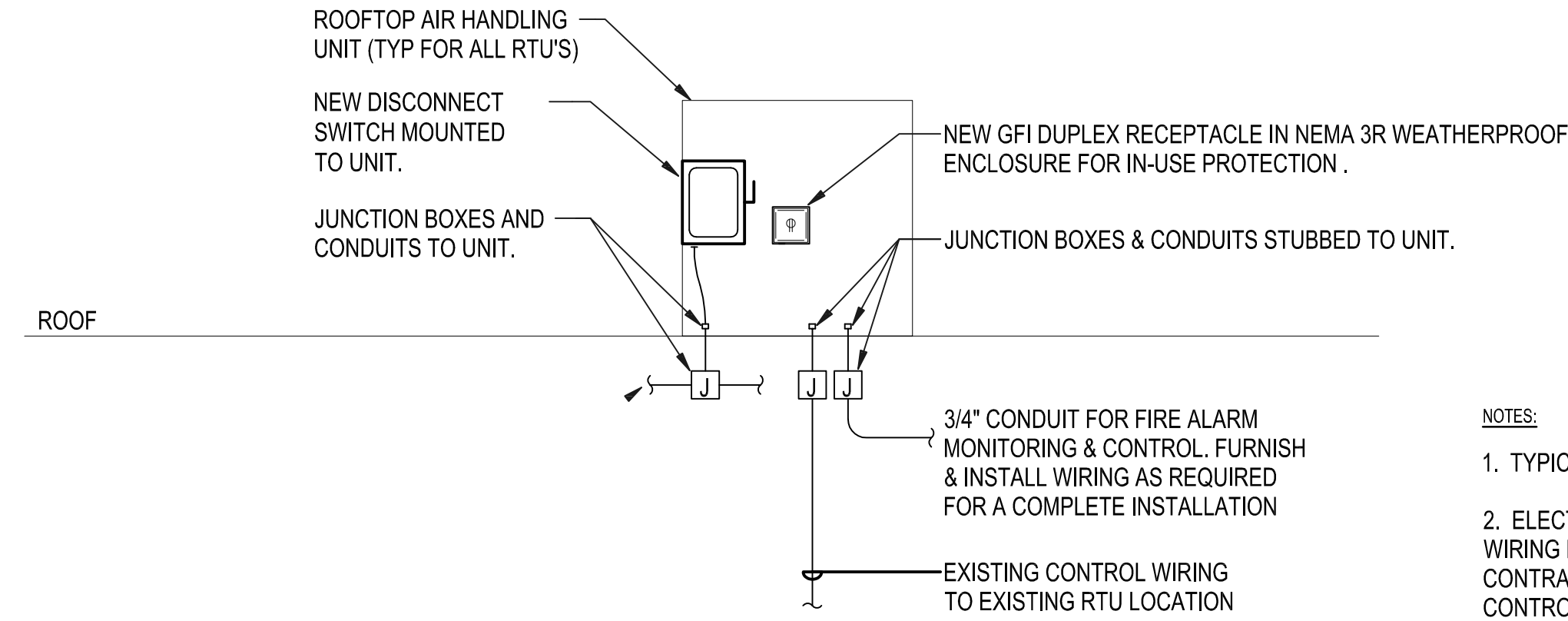
- ① THE ENGINEER ASSUMES THAT THE FEEDER CIRCUIT CONSISTS OF APPROPRIATELY SIZED INDIVIDUAL CONDUCTORS. THE CONTRACTOR SHALL FIELD VERIFY POWER WIRING.
- ② THE ENGINEER ASSUMES THAT THE FEEDER CIRCUIT CONSISTS OF APPROPRIATELY SIZED PARALLEL CONDUCTORS. THE CONTRACTOR SHALL FIELD VERIFY POWER WIRING.
- ③ REPLACE EXISTING 'CHILLER' CIRCUIT BREAKERS (2) IN MDP (EXISTING 400A AND 500A). NEW BREAKERS (2) SHALL BE 400A FRAME, 350A TRIP, 18 KAIC (MIN). CONTRACTOR TO VERIFY CONDUCTORS IN FIELD; COORDINATE LUGS WITH EXISTING POWER WIRING. EXISTING MDP IS DEAD-FRONT; SQUARE D; QED POWER STYLE SWITCHBOARD '2'; CATALOG NO. 05516376 00.



SCALE: 1/4"=1'-0"

REVISIONS	Date	Date
No.		
Designed		
Drawn		
Reviewed		
Scale		
Project No.		2101732
Date		10/15/2
CAD File:		E2101732
Title		
ELECTRICAL ROOM		
PLAN		
Sheet No.		

E1.01



NOTES:

1. TYPICAL FOR ALL NEW ROOF TOP UNITS (RTU'S).
2. ELECTRICAL CONTRACTOR SHALL FURNISH & INSTALL CONTROL WIRING FOR UNITS. FINAL CONNECTIONS BY CONTROL CONTRACTOR. COORDINATE QUANTITY & COLOR CODING OF CONTROL WIRING WITH CONTROL CONTRACTOR FOR EACH UNIT. FURNISH & INSTALL (4) SPARE CONTROL WIRES IN EACH RUN OF CONTROL CONDUIT & LABEL EACH END 'SPARE'.
3. EXISTING DUCT SMOKE DETECTOR TO REMAIN (INSIDE BUILDIGN) ELECTRICAL CONTRACTOR SHALL RECONNECT EXISTING SHUT DOWN UNIT UPON DETECTION OF SMOKE. REFER TO ELECTRICAL GENERAL NOTES & SYMBOLS LEGEND FOR FURTHER INFORMATION OF DUCT SMOKE DETECTORS.
4. ELECTRICAL CONTRACTOR SHALL FURNISH & INSTALL A RELAY WITH (2) CONVERTIBLE CONTACTS USED TO TIE EACH MAGNET STARTER INTO THE FIRE ALARM PANEL.

1 ROOF TOP HVAC EQUIPMENT ELECTRICAL INSTALLATION DETAIL
NOT TO SCALE

**CITY OF WATERBURY
BOARD OF EDUCATION**

**RFP # 7104
ATTACHMENT G
Prevailing Wage Schedule**

**Minimum Rates and Classifications for
Building Construction**

ID#: 21-28579

**Connecticut Department of Labor
Wage and Workplace Standards Division**

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: Waterbury

Project Town: Waterbury

State#: Waterbury

FAP#: Waterbury

Project: Maloney Elementary School Chiller Replacement (Waterbury)

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	36.18	34.59 + a
3b) Tile Setter	34.9	25.87
3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
3d) Tile, Marble & Terrazzo Finishers	26.7	21.75
3e) Plasterer	33.48	32.06
-----LABORERS-----		
4) Group 1: Laborers (common or general), acetylene burners, concrete specialists, wrecking laborers, fire watchers.	31.5	23.25
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	31.75	23.25

Project: Maloney Elementary School Chiller Replacement (Waterbury)

4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	32.0	23.25
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.	32.5	23.25
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	32.25	23.25
4e) Group 6: Blasters, nuclear and toxic waste removal.	34.5	23.25
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	32.5	23.25
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	29.78	23.25
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	29.24	23.25
4i) Group 10: Traffic Control Signalman	18.0	23.25
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	35.64	26.49
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)	56.96	35.825+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
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----OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over), work boat 26 ft. and over and Tunnel Boring Machines. (Trade License Required)	43.88	25.80 + a
Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	43.53	25.80 + a
Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; 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 Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	42.72	25.80 + a
Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	42.3	25.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; 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	41.65	25.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	41.65	25.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	41.31	25.80 + a
Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24	40.94	25.80 + a
Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	40.51	25.80 + 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).	40.04	25.80 + a
Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	37.81	25.80 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	37.81	25.80 + a

Group 12: Wellpoint operator.	37.74	25.80 + a
Group 13: Compressor battery operator.	37.11	25.80 + a
Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	35.87	25.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	35.43	25.80 + a
Group 16: Maintenance Engineer/Oiler.	34.72	25.80 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	39.42	25.80 + a
Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	36.77	25.80 + 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	43.0	20.05 + a
Roofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	41.5	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	30.16	27.16 + a
17b) 3 Axle, 2 Axle Ready Mix	30.27	27.16 + a
17c) 3 Axle Ready Mix	30.33	27.16 + a
17d) 4 Axle, Heavy Duty Trailer up to 40 tons	30.39	27.16 + a
17e) 4 Axle Ready Mix	30.44	27.16 + a
17f) Heavy Duty Trailer (40 Tons and Over)	30.66	27.16 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	30.44	27.16 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	47.55	26.60 + 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*

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)***
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson***
- 3) Cranes (under 100 ton rated capacity)***

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.

Project: Maloney Elementary School Chiller Replacement (Waterbury)

~~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.

Important Information:

For use with Building, Heavy/Highway, and Residential

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.

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson
- 3) Cranes (under 100 ton rated capacity)

Crane with boom including jib, 150 feet - \$1.50 extra.

Crane with boom including jib, 200 feet - \$2.50 extra.

Crane with boom including jib, 250 feet - \$5.00 extra.

Crane with boom including jib, 300 feet - \$7.00 extra.

Crane with boom including jib, 400 feet - \$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 one apprentice in a specific trade.

Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work

- 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.ctdol.state.ct.us.
- 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.

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 Persons 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.

DOCUMENT 004113 - BID FORM

1.1 BID INFORMATION

A. Bidder: M. J. Daly LLC

1.2 Project Identification: Maloney Elementary School Chiller Replacement

- a. Project Location: 233 S Elm St, Waterbury, CT 06706
- b. Owner: City of Waterbury, Board of Education
- a. Owner's Representative: Mike Konopka, School Inspector, Waterbury Public Schools
- c. Owner's Representative: Rosh Maghfour, Waterbury Public Schools
- d. Engineer: BL Companies

1.3 CERTIFICATIONS AND BASE BID

- A. **Base Bid, Single-Prime (All Trades) Contract:** The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by BL Companies; having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

(SEE FOLLOWING PAGE)

2101732.00

MALONEY CHILLER REPLACEMENT

NOVEMBER 2, 2021

1. Labor, Materials, & OH&P for the demolition and new installation for custom roof top air handler (RTU) and air cooled chiller (ACC), as described in the scope of work, drawings, and specifications:

Five Hundred Ninety Five Thousand Five Hundred Fifty _____ Dollars (\$ 502,850).

2. Controls integration scope for site BMS

Forty Four Thousand Eight Hundred Fifty Dollars _____ Dollars (\$ 44,850).

3. General Conditions, per Specifications:

Thirty Two Thousand Dollars _____ Dollars (\$ 32,000).

4. Performance, Payment and Maintenance Bonds:

Seven Thousand Three Hundred _____ Dollars (\$ 6,600).

TOTAL OF ITEMS (1-4) Five Hundred Eighty Seven Thousand _____ Dollars (\$ 587,000).

1.4 ALTERNATES (see ALTERNATES 012300 for specific requirements)

- A. Bidder must attach completed 'ALTERNATES 012300' to this bid form.

1.5 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 30 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting ten percent (10%) of the Base Bid amount above:
- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.6 SUBCONTRACTORS AND SUPPLIERS

A. The following companies shall execute subcontracts for the portions of the Work indicated:

1. Demolition: \$26,000
2. HVAC Work: \$417,000
3. Electrical Work: \$45,000
4. Controls Vendor: \$44,850
5. Other (describe): \$54,150 Misc Work, Roofing, Etc

1.7 TIME OF COMPLETION

A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Owner, and shall fully complete the Work within the agreed upon calendar days.

1.8 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 12-14-2021
2. Addendum No. 2, dated 12-14-2021
3. Addendum No. 3, dated 12-15-2021
4. Addendum No. 4, dated _____

1.9 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.

1. Bid Form Supplement - Bid Bond Form (AIA Document A310).

1.10 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in State of Connecticut, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

(SEE FOLLOWING PAGE)

1.11 SUBMISSION OF BID

- A. Respectfully submitted this 21st day of December, 2021.
- B. Submitted By: MJ Daly LLC (Name of bidding firm or corporation).
- C. Authorized Signature: Edward Carvalho (Handwritten signature).
- D. Signed By: Edward Carvalho (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).
- F. Witness By: Kevin Bartlett (Handwritten signature).
- G. Attest: Kevin Bartlett (Handwritten signature).
- H. By: Kevin Bartlett (Type or print name).
- I. Title: Estimator (Corporate Secretary or Assistant Secretary).
- J. Street Address: 110 Mattatuck Heights Road.
- K. City, State, Zip: Waterbury, CT 06705.
- L. Phone: 203-753-5131.
- M. License No.: HTG.0391434.
- N. Federal ID No.: 20-5126747 (Affix Corporate Seal Here).

END OF DOCUMENT 004113

CITY OF WATERBURY
BOARD OF EDUCATION

RFP # 7104
ATTACHMENT D
Price Proposal

(Must be submitted as part of Proposal in a separate sealed envelope, marked
"Confidential: Price Proposal.")

Date: 12/21/2021

Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

M.J. Daly LLC
(Print or Type Company/Corporate Name)

110 Mattatuck Heights Road, Waterbury, CT 06705
(Print or Type Business Address)

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on Attachment C, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

[Proposal continued on following page(s)]

**CITY OF WATERBURY
BOARD OF EDUCATION**

	Maloney Chiller Replacement	Amount in Words	Amount in Numbers
1.	Labor, Materials, & OH&P for the demolition and new installation for custom roof top air handler (RTU) and air cooled chiller (ACC), as described in the scope of work, drawings, and specifications:		\$ 510,150
2.	Controls integration scope for site BMS	Forty Four Thousand Eight Hundred Fifty Dollars	\$ 44,850
3.	General Conditions, per Specifications:	Thirty Two Thousand Dollars	\$ 32,000
	TOTAL OF ITEMS (1-3)		\$ 587,000

END OF ATTACHMENT D

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate 1 – Replace Glycol Feed Tank

1. ADD – Demo existing glycol feed tank, disconnect piping and electrical for reuse. Install new Axiom model SF100L, 100 gal glycol feed tank.
 - a. Storage/mixing tank with cover; pump suction hose with inlet strainer; pressure pump with thermal cutout; integral pressure switch; integral check valve; cord and plug; pre-charged accumulator tank with EPDM diaphragm; manual diverter valve for purging air and agitating contents of storage tank; pressure regulating valve adjustable (5 – 55 psig; set to system operating pressure) complete with pressure gauge; built-in check valve; union connection; ½" x 36" long flexible connection hose with check valve; low level pump cut-out. Pressure pump shall be capable of running dry without damage. Power supply 115/60/1 0.7 A. Unit shall be completely pre-assembled and certified by a recognized testing agency to CSA standard C22.2 No 68.
 - b. Provide with low level alarm w/ remote monitoring contacts. Integrate alarm contacts with BMS. When glycol system is low an alarm shall indicate so via the existing BMS.
 - c. Provide 100 gallons of 30% glycol solution w/ inhibitors. Coordinate glycol type with existing system glycol.

(Fill in the applicable line below)

ADD \$ 8,700

END OF SECTION 012300

**CITY OF WATERBURY
BOARD OF EDUCATION**

**RFP # 7104
ATTACHMENT A
Contract Compliance Documents**

**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
BOARD OF EDUCATION**

B. Purchase Order(s).

No Purchase Order(s) with the City

☐

Replace Modulation Control

(Service or Commodity Covered by Purchase Order)

11-8-21

(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
BOARD OF EDUCATION**

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

☐

**CITY OF WATERBURY
BOARD OF EDUCATION**

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.

M.J. Daly, LLC
(Name of Company, if applicable)

Edward Carvalho
Signature of Individual (or Authorized Signatory)

11-30-21
Date

Edward Carvalho, President
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 principals 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:

M.J. Daly LLC
110 Mattatuck Heights
Waterbury, CT 06705
Edward Carvalho, President

Print Name and Title of Authorized Representative:

Signature of Authorized Representative:

Edward Carvalho
Date: 12-21-21

CORPORATE RESOLUTION

I, Joy Breive, hereby certify that I am the duly elected and acting Secretary of M. J. Daly LLC, 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 1st day of September, 2010.

"It is hereby resolved that Edward Carvalho 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 M. J. Daly LLC corporation this 21st day of December, 2021.

Joy Breive
Secretary

**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.: Waterbury

County of New Haven

Edward Carvalho, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or**
President of M.J. Daly 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):

X 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	Edward Carvalho	President	MJ Daly, LLC.		
2	Robert Bolton	CEO	Arden Building Companies LLC		
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):

	Name	Title	DOB	Stock %
1	Robert Bolton	CEO		100
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	Robert Bolton	CEO	Arden Building Companies LLC		
2					
3					
4					

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

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1			
2			
3			
4			

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

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

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

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of _____)
) SS
County of _____)

_____ being duly sworn,

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

Subscribed and sworn to before me this _____ day of _____, 2021.

My Commission Expires: _____ (Notary Public)

For Corporation

Witness

MJ Daly LLC

Name of Corporate Signatory

110 Mattatuck Heights Road, Waterbury, CT, 06705
Address of Business

Affix
Corporate
Seal

By: Edward Cavalieri
Name of Authorized Corporate Officer

Its: Edward Carvalho, President
Title

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

State of Connecticut)
) SS
County of New Haven)

Edward Carvalho being duly sworn,
deposes and says that he/she is President of MJ Daly, 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 21st day of December 2021.

My Commission Expires: April 30, 2022

Joy C Breive (Notary Public)

JOY C BREIVE
NOTARY PUBLIC
My Commission Expires April 30, 2022

LIMITED LIABILITY COMPANY RESOLUTION

I, Edward Carvalho, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of MJ Daly, LLC., a limited liability company 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 LLC.

The following resolution was adopted at a meeting of the LLC duly held on the 17th day of September, 2013.

"It is hereby resolved that Edward Carvalho 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 MJ Daly, LLC this 21st day of December, 2021.

Edward Carvalho
Manager/Member

**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.

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>White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p>Black(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p>Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p>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.</p> <p>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.</p>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name M. J. Daly, LLC Street Address 110 Mattatuck Heights Road City & State Waterbury, CT 06705 Chief Executive Edward Carvalho	Bidder Federal Employer Identification Number 20-5126747 Or Social Security Number _____
Major Business Activity (brief description) Mechanical Contractors - HVAC, Plumbing & Fire Protection	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes ___ No <u>X</u> -Bidder is a minority business enterprise Yes ___ No <u>X</u> (If yes, check ownership category) Black ___ Hispanic ___ Asian American ___ American Indian/Alaskan Native ___ Iberian Peninsula ___ Individual(s) with a Physical Disability ___ Female ___ - Bidder is certified as above by State of CT Yes ___ No <u>X</u>
Bidder Parent Company (If any) Arden Building Companies, LLC	
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 <u>X</u> 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 <u>X</u> No ___
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes ___ No <u>X</u>	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes <u>X</u> No ___
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes <u>X</u> No ___	9. Does your company have a mandatory retirement age for all employees? Yes ___ No <u>X</u>
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes <u>X</u> 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 <u>X</u> No ___ NA ___
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes ___ No <u>X</u>	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 <u>X</u> No ___ NA ___
6. Does your company have a collective bargaining agreement with workers? Yes <u>X</u> No ___ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes <u>X</u> No ___ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes <u>X</u> No ___	12. Does your company have a written affirmative action Plan? Yes <u>X</u> No ___ If no, please explain.
	13. Is there a person in your company who is responsible for equal employment opportunity? Yes <u>X</u> No ___ If yes, give name and phone number. Denise Markiewicz 203-753-513

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)

TBD

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	4	2	1	1							
Business & Financial Ops											
Marketing & Sales	8	5	1	1		1					
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support	14	6	5			1			2		
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation, Maintenance & Repair	52	39	1	7	1	3	1				
Material Moving Workers											
Production Occupations											
TOTALS ABOVE	78	52	8	9	1	5	1		2		
Total One Year Ago	104	75	4	12		7	5			1	
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices	5	3		1	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		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination Craft employees are hired and trained through the union halls. Apprentices are promoted to journeymen after completing the required course work and hours as stated in the collective bargaining agreement. All office staff is encouraged to advance their education through various seminars offered by management.
SOURCE	YES	NO	% of applicants provided by source	(X)		
State Employment Service	X			X	Work Experience	
Private Employment Agencies	X			X	Ability to Speak or Write English	
Schools and Colleges	X			X	Written Tests	
Newspaper Advertisement	X			X	High School Diploma	
Walk Ins	X				College Degree	
Present Employees	X			X	Union Membership	
Labor Organizations	X			X	Personal Recommendation	
Minority/Community Organizations	X				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) <i>Edward Carralino</i>	(Title) President	(Date Signed) 12-21-21	(Telephone) 203-753-5131
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**CITY OF WATERBURY
BOARD OF EDUCATION**

**RFP # 7104
ATTACHMENT C**

Non-collusion and Acknowledgement Affidavit of the Proposer

(Must be submitted as part of Proposal)

**KEVIN MCCAFFERY
DIRECTOR OF PURCHASING
235 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 ("RFP"); that Proposer has informed itself fully in regard to all conditions pertaining to the subject matter of this Request for Proposal; and that with this representation, the undersigned makes this Proposal.

If applicable to this RFP, the undersigned: a) 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 and b) any Work resulting from this RFP shall be performed at the Proposal Prices as described in the Proposal Documents and except where expressly provided for otherwise in the RFP, these prices shall cover all expenses incurred in connection with any obligations resulting for this RFP and/or in performing the Work required under any Award, Purchase Order and/or Contract resulting from this RFP, of which this Proposal and Form are a part.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1	12/14/21	4	
2	12/14/21	5	
3	12/15/21	6	

**CITY OF WATERBURY
BOARD OF EDUCATION**

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.

20-5126747

M.J. Daly, LLC.

Social Security Number
or Federal Identification Number

Signature of Individual or Corporate Name

Edward Carvalho

Corporate Officer
(if applicable)

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

Name: Edward Carvalho _____

By: President _____

Business Address: 110 Mattatuck Heights _____
(Title)

(City, State, Zip Code)

Waterbury, CT 06705

Phone: 203-753-5131 _____

Date: 12-21-21 _____

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.

END OF ATTACHMENT C

**CITY OF WATERBURY
BOARD OF EDUCATION**

**RFP # 7104
ATTACHMENT E
Contractor Qualification Statement**

(Must be submitted as part of Proposal)

The undersigned certifies under oath the truth and correctness of statements and all answers to questions made hereinafter.

SUBMITTED TO: **DEPARTMENT OF PURCHASING, CITY OF WATERBURY**

SUBMITTED BY:

NAME: Edward Carvalho

BUSINESS NAME: MJ Daly, LLC () Corporation

() Partnership

OFFICE ADDRESS: 110 Mattatuck Heights Road () Individual

Waterbury, CT 06705 () Joint Venture

() Other _____

PRINCIPAL OFFICE: Same

BUSINESS TELEPHONE NUMBER: 203-753-5131

BUSINESS FAX NUMBER: 203-596-9672

BUSINESS EMAIL ADDRESS: ECarvalho@mjdalyllc.com

(NOTE: Attach separate sheets as required)

1. How many years has your organization been in business?

139

2. How many years has your organization been in business under its present business name?

15

3. If a Corporation OR LLC, answer the following:

Date of Incorporation: _____

State of Incorporation: _____

President/Member: Edward Carvalho

Vice Presidents/Members: Dan Nelson, Paul Evon

Secretary/Member: Joy Breive

Treasurer/Member: Gordon Fletcher

**CITY OF WATERBURY
BOARD OF EDUCATION**

4. If a Partnership, Individual, Joint Venture or other, answer the following:

Date of Incorporation: _____

State of Operation: _____

Officers and Titles:

5. List contracts on hand (other than existing contracts with the City of Waterbury). Schedule these, showing amount of each contract and the appropriate anticipated dates of completion/expiration:

See Attached List

NOTE: The City may contact one or more of the organization associated with the above-listed contracts as part of assessing the experience, expertise and capabilities of the Proposer.

6. Have you or your company ever failed to complete any work awarded to you, or have you ever defaulted on a contract? No

If YES, please explain circumstance(s):

**CITY OF WATERBURY
BOARD OF EDUCATION**

7. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest with providing services to the City.

None

8. List your major equipment available for this contract.

Boilers & Breakdown Tank

9. Contractor's chain of command and off-hours telephone numbers, cellular and otherwise, to be used for the Project:

24/7 Service	203-753-5131
(Title)	(Name / Telephone Number)
<hr/>	
(Title)	(Name / Telephone Number)
<hr/>	
(Title)	(Name / Telephone Number)
<hr/>	

**CITY OF WATERBURY
BOARD OF EDUCATION**

The undersigned certifies under oath to the truth and correctness of statements and all answers to questions made herein.

10. Dated at Waterbury this 21st day of December, 20 21

Name of Contractor: MJ Daly, LLC.

By: Edward Carvalho

Edward Carvalho

(Print and sign name of duly authorized principal)

Title: President

END OF ATTACHMENT E

BID BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

CONTRACTOR:

(Name, legal status and address)

M.J. Daly, LLC
110 Mattatuck Heights
Waterbury, CT 06705

OWNER:

(Name, legal status and address)

City of Waterbury
235 Grand Street
Waterbury, CT 06702

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

BOND AMOUNT: Ten Percent (10%) of the amount of accompanying bid

PROJECT:

(Name, location or address, and Project number, if any)

F.J. Maloney Elementary School Chiller Replacement
233 S Elm Street
Waterbury, CT

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 15th day of December, 2021.

M.J. Daly, LLC

Gary Blewe
(Witness)

Edward Carroll
(Principal) (Seal)
President
(Title)

Travelers Casualty and Surety Company of America

[Signature]
(Witness)

Zachary Bromage
(Surety) (Seal)
Attorney-In-Fact
(Title)



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Zachary Bromage** of **CRANSTON, Rhode Island**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, **2019**.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, **2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**



Anna P. Nowik
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **15th** day of **December**, **2021**



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.



Design | Construct | Maintain
The Power to Master Complexity

 MJDALY LLC An Arden Building Company		Design Construct Maintain The Power to Master Complexity	
WORK IN PROGRESS (Partial)			
PLUMBING & HVAC			
PROJECT	GENERAL CONTRACTOR	OWNER	ARCHITECT
			APPROX. AMOUNT
			%
Bristol Memorial Boulevard Arts Magnet School	D'Amato+Downes Joint Venture, Frank Tomcak, 860-681-9413 Bristol, CT	City of Bristol	Quisenberry Arcari Malik, LLC \$1,654,808.00 70%
Kline Tower	Gilbane Building Company, Andrew Grillo, 203-494-5974 New Haven, CT	Yale University	Stantec Architecture Inc. \$15,855,476.00 40%
Uconn Boiler Plant Equipment Replacement & Utility Tunnel	Bond Brothers Construction, Kyle Ledoux, 781-605-4620 Storrs, CT	University of Connecticut	BVH Integrated Services \$506,000.00 40%
Uconn 2000 Code Remediation	Daniel O'Connell's Sons, Inc. Stamford, CT	University of Connecticut	AECOM \$1,362,000.00 31%
101 College Street	Dimeo Construction, Scott Eaton, 401-265-8471 New Haven, CT	Winstanley Construction Management, LLC	Elkus Manfredi Architects \$27,799,500.00 0%

Windham High School	Willimantic, CT	Downes Construction, Scott Scholi, 860-229-3755	Town of Windham	Friar Architecture	\$19,130,000.00	1%
Bridgeport Library	Bridgeport, CT	Downes Construction, Dominic Madigan, 860-229-3755	City of Bridgeport	Antinozzi Associates	\$313,000.00	0%



Design | Construct | Maintain
The Power to Master Complexity

110 Mattatuck Heights, Waterbury, CT 06705

Phone: (203) 753-5131 / Fax: (203) 597-0227 **REV-01**

January 28, 2022

Attn: Rosh Maghfour (RMaghfour@waterbury.k12.ct.us)

Re: Maloney Elementary School Chiller Replacement

Dear Rosh Maghfour,

We are pleased to provide you with the following proposal, per your "Invitation to Bid" construction documents, including Addendum #1~#3, drawings and specifications dated 11/22/21. Please note pricing is inclusive of all use sales tax but is **not inclusive of payment and performance bond.**

Base Bid: **\$560,846**

Please note the following updates to this best and final proposal:

- **No longer includes SNE controls in our contract.**
- **Includes glycol and side stream filter as agreed upon between the city of Waterbury and MJ Daly.**
- **Includes JCI Chiller which is in stock on February 15th.**

We thank you for the opportunity to submit this proposal. If you have any questions, please contact me at 203-706-1841.

Sincerely,

Dan Nelson

Dan Nelson



Dan Nelson

Vice President, Mechanical Division

110 Mattatuck Heights Road, Waterbury, CT 06705

p:203-706-1804 o:203-753-5131 c:860-637-0493

DNelson@mjdalyllc.com

www.mjdalyllc.com



MEMORANDUM

DATE: January 20, 2022

TO: Kevin McCaffrey, Director of Purchasing

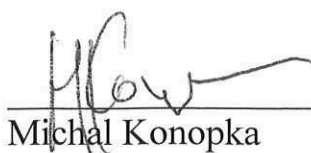
FROM: Michal Konopka, School Inspector

RE: RFP # 7104

This memo will confirm that our Selection Committee, composed of myself, Dave Heavener from KBE, Blair Richardson from BL Companies, Louis Muradas from NORESKO and Rosh Maghfour from SBO has reviewed the responses related to the above RFP related to Maloney Chiller Replacement.

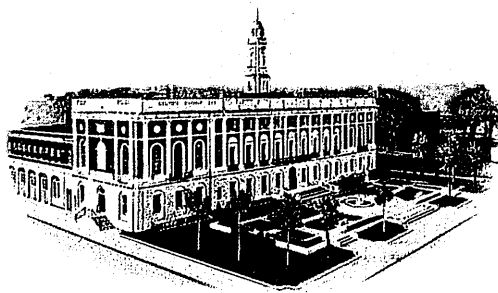
Based on a review of the experience, qualifications and the revised pricing the Committee unanimously recommends that the contract related to RFP No. 7104 be awarded to MJ Daly, LLC.

Please let me know what else you need from us and we will be happy to assist with the next steps.


Michal Konopka

1/20/22

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

January 26, 2022

Edward Carvalho
MJ Daly, LLC
110 Mattatuck Heights Road
Waterbury, CT 06705

RFP# 7104
Project: Maloney Elementary School Chiller Replacement

Dear Mr. Carvalho,

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

Kevin McCaffery

From: Bingham, Alvin <Alvin.Bingham@ct.gov>
Sent: Wednesday, January 26, 2022 1:06 PM
To: Kevin McCaffery
Subject: Re: City of Waterbury CHRO Intent to award RFP 7104 Maloney Elementary School Chiller Replacement

Hi Kevin,

You may proceed with the award of contract.

Thanks

Alvin K. Bingham, Supervisor
Commission on Human Rights & Opportunities
Affirmative Action/Contract Compliance Unit
450 Columbus Blvd Ste 2
Hartford CT 06103
P: (860) 541-4709
F: (860) 541-3432
alvin.bingham@ct.gov
AA/EOE

From: Kevin McCaffery <kmccaffery@waterburyct.org>
Sent: Wednesday, January 26, 2022 11:46 AM
To: Bingham, Alvin <Alvin.Bingham@ct.gov>
Subject: FW: City of Waterbury CHRO Intent to award RFP 7104 Maloney Elementary School Chiller Replacement

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Here you go.

Please let me know if we can proceed.

Thanks

Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Waterbury, CT 06702
kmccaffery@waterburyct.org
T: 203.574.6747 | F: 203.597.3437



From: Bingham, Alvin <Alvin.Bingham@ct.gov>

Sent: Wednesday, January 26, 2022 11:17 AM

To: Kevin McCaffery <kmccaffery@waterburyct.org>

Subject: Re: City of Waterbury CHRO Intent to award RFP 7104 Maloney Elementary School Chiller Replacement

Hi Kevin,

Please forward M J Daly's Non-Discrimination Affidavit.

Thanks

Alvin K. Bingham, Supervisor
Commission on Human Rights & Opportunities
Affirmative Action/Contract Compliance Unit
450 Columbus Blvd Ste 2
Hartford CT 06103
P: (860) 541-4709
F: (860) 541-3432
alvin.bingham@ct.gov
AA/EOE

From: Kevin McCaffery <kmccaffery@waterburyct.org>

Sent: Wednesday, January 26, 2022 11:03 AM

To: Bingham, Alvin <Alvin.Bingham@ct.gov>

Subject: City of Waterbury CHRO Intent to award RFP 7104 Maloney Elementary School Chiller Replacement

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Alvin

Please see the attached and let me know if it is OK to proceed to award RFP 7104 **Maloney Elementary School Chiller Replacement**.

Thanks

Kevin McCaffery

Director of Purchasing

City of Waterbury

235 Grand Street

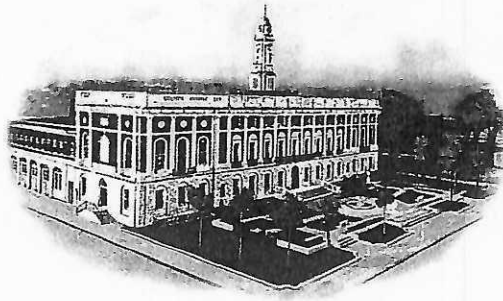
Waterbury, CT 06702

kmccaffery@waterburyct.org

T: 203.574.6747 | F: 203.597.3437



KEVIN McCAFFERY
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

MJ Daly
110 Mattatuck Height Road
Waterbury CT 06705

RE: RFP 7104 **Maloney Elementary School Chiller Replacement**

Waterbury CT.

Total Contract Award Amount \$ 641,300 (\$583,000 Base + 58,300
Contingency)

Total State funded portion \$ 641,300

25% for SBE contractors of which 25% (or 6.25% of project total) is for
SMBE contractors

Attn: Mr. Edward Carvalho

Date: January 26, 2022

Subject: Affirmative Action Plan Requirements/ Intent to Award Contract

Dear MJ Daly ,

Your company has been identified as the bidder of choice for the above referenced project. The work for this project falls under the provisions of CONN. GEN. STAT. Sections 46a-68c and 46a-68d which requires that prior to the award of this contract by this agency, you must have your company affirmative action plan approved by the Commission on Human Rights and Opportunities. Enclosed for your convenience is the suggested format for an affirmative action plan to assist in the preparation of your company plan. Should you have any questions regarding the preparation of your plan, you may contact the Contract Compliance Unit at the Commission on Human Rights and Opportunities at (860) 541-4709.

Rev. 20171101

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

A copy of your plan must be submitted to the Commission on Human Rights and Opportunities within 30 days of your receipt of this letter. The Commission will review your affirmative action plan as required by Sections 46a-68j-25 through 29 of the Administrative Regulations of Connecticut State Agencies within 60 days of submission. When the plan is approved, the Commission will notify you and this agency so the contract can be awarded. Please send your affirmative action plan to:

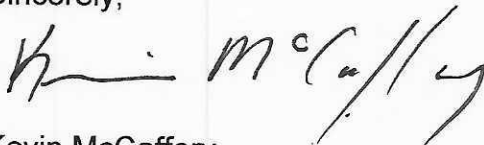
Commission on Human Rights and Opportunities
450 Columbus Boulevard, Suite 2,
Hartford, CT 06103
Attn: Contract Compliance Unit

Optional: You are also instructed to send a copy of the letter transmitting your plan to the Commission on Human Rights and Opportunities to:

City of Waterbury 235 Grand Street Waterbury, CT 06702

If you have any other questions concerning this matter, please contact the undersigned at 203-574-6748.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin McCaffery". The signature is stylized with a large "K" and "M".

Kevin McCaffery

copy: Contract Compliance Unit, CHRO



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

FOR CONTRACTS WITH OVER \$500,000 IN STATE FUNDING

TO: Contract Compliance Unit
FROM: Kevin McCaffery, Director of
Purchasing -City of Waterbury
DATE: January 25, 2022
SUBJECT: Request to Execute Contract

We are requesting approval to execute the following contract immediately.

Intent to Award Notice:



January 25, 2022

Date sent to CHRO



Included with this Request

Name of Project: **Maloney Elementary School Chiller Replacement**
Contract Number: RFP 7104
Contract Value: \$641,300
State Funded Portion
of Contract Value: \$641,300
Contractor Name: MJ Daly
Contractor Address: 110 Mattatuck Heights, Waterbury CT 06705

We agree to hold 2% of the State funded portion of the contract value each month, pending the review and approval of the Contractor's Affirmative Action Plan by CHRO. This retainage will not be released until CHRO notifies us that the contractor is in compliance with the statutory and regulatory requirements.

Thank you for your assistance.

CITY OF WATERBURY
BOARD OF EDUCATION

RFP # 7104
ATTACHMENT A

Contract Compliance Documents

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
BOARD OF EDUCATION**

B. Purchase Order(s).

No Purchase Order(s) with the City

☐

Replace Modulation Control

(Service or Commodity Covered by Purchase Order)

11-8-21

(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
BOARD OF EDUCATION**

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

☐

**CITY OF WATERBURY
BOARD OF EDUCATION**

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.

M.J. Daly, LLC
(Name of Company, if applicable)

Edward Carvalho
Signature of Individual (or Authorized Signatory)

11-30-21
Date

Edward Carvalho, President
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 principals 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:

M.J. Daly LLC
110 Mattatuck Heights
Waterbury, CT 06705
Edward Carvalho, President

Print Name and Title of Authorized Representative:

Signature of Authorized Representative:

Edward Carvalho

Date: 12-21-21

**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.: Waterbury

County of New Haven

Edward Carvalho, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or**
President of M.J. Daly 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):

X 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	Edward Carvalho	President	MJ Daly, LLC.		
2	Robert Bolton	CEO	Arden Building Companies LLC		
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):

Name	Title	DOB	Stock %
1 Robert Bolton	CEO		100
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 Robert Bolton	CEO	Arden Building Companies LLC		
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 Connecticut)
) SS

County of New Haven)

Edward Carvalho being duly sworn,
deposes and says that he/she is President of MJ Daly, 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 21st day of December 2021.

My Commission Expires: April 30, 2022

Joy C. Breive (Notary Public)

JOY C BREIVE
NOTARY PUBLIC
My Commission Expires April 30, 2022

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office

Date: 2/9/2022

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 **is not** *delinquent*.

M.J. Daly, LLC
Edward Carvalho
Robert Bolton
110 Mattatuck Heights Road
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,



Nancy J. Olson, CCMC
Deputy Revenue Collections Manager
City of Waterbury

NJO/wmf



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/10/2022

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).

PRODUCER CORMACK ROUTHIER AGENCY INC One Harry St Cranston, RI 02907	CONTACT NAME:	
	PHONE (A/C, No, Ext): (401)944-9400	FAX (A/C, No): (401)944-7360
INSURED M.J. DALY, LLC 110 MATTATUCK HEIGHTS 505 Narragansett Park Dr Pawtucket RI WATERBURY, CT 06705 CT 06705	E-MAIL ADDRESS: kathleen@cormackrouthier.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Westchester Surplus Lines Ins. Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						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"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / N					E.I. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N / A					E.I. DISEASE - EA EMPLOYEE	\$
							E.I. DISEASE - POLICY LIMIT	\$
A	Pollution			G24175686006	11/18/2020	11/18/2022	Occurrence	\$1,000,000
							Aggregate	\$2,000,000

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

Project: Maloney Elementary School Chiller Replacement # RFP # 7104

CERTIFICATE HOLDER	CANCELLATION
City of Waterbury 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 

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ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/11/2022

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).

PRODUCER Edgewood Partners Ins. Center 40 Marcus Drive, 3rd Floor Melville, NY 11747	CONTACT NAME: Commercial Support PHONE (A/C, No, Ext): 631-390-9700 FAX (A/C, No): 631-390-9790 E-MAIL ADDRESS: constructioncerts@cookmaran.com														
INSURED M.J. Daly, LLC 110 Mattatuck Heights Waterbury, CT 06705	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co of Amer</td> <td>25674</td> </tr> <tr> <td>INSURER C : The Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER D : StarStone Specialty Insurance Company</td> <td>44776</td> </tr> <tr> <td>INSURER E : The Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Phoenix Insurance Company	25623	INSURER B : Travelers Property Casualty Co of Amer	25674	INSURER C : The Travelers Indemnity Company	25658	INSURER D : StarStone Specialty Insurance Company	44776	INSURER E : The Charter Oak Fire Insurance Company	25615	INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C : The Travelers Indemnity Company	25658														
INSURER D : StarStone Specialty Insurance Company	44776														
INSURER E : The Charter Oak Fire Insurance Company	25615														
INSURER F :															

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	VTNCO2400A489PHX21	04/18/2021	04/18/2022	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 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	VTOCAP2399A437 COF21	04/18/2021	04/18/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10000	Y	Y	CUP9R8262622125	04/18/2021	04/18/2022	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB8M3033012125G	04/18/2021	04/18/2022	<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
D	Excess Liability	Y	Y	85641C210ALI	04/18/2021	04/18/2022	\$5,000,000 Occur/Agg


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

Maloney Elementary School Chiller Replacement RFP # 7104 (MJD Job #1368E)

The following are included as an additional insureds on a primary and non-contributory basis for general liability with respects the ongoing operations and completed operations of the named insured as required by written contract and per policy terms and conditions. A waiver of subrogation applies in favor of the (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Waterbury 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 
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DESCRIPTIONS (Continued from Page 1)

additional insureds for general liability, auto liability, umbrella liability and workers compensation coverage as required by written contract. Umbrella liability policy follows form subject to policy terms, conditions and exclusions.

Additional insured: 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.

CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Submitting Department: School Inspector's Office

Contact Name: Mike Konopka / Fjorela Cuclari

**Description of Project/Work/Services: Removal of old boiler & Installation of new boiler
@Kingsbury Elementary School**

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

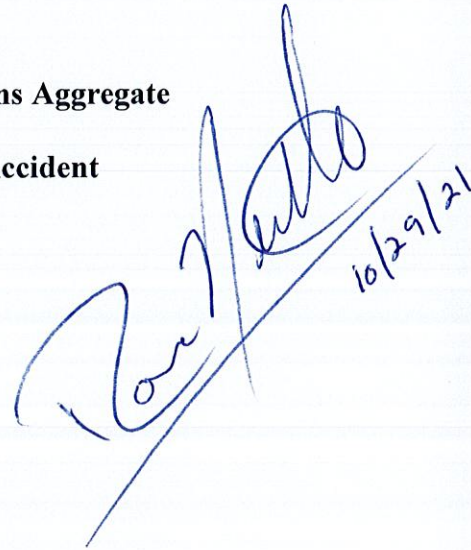
Excess/ Umbrella Liability: **\$1,000,000 each Occurrence**
 \$1,000,000 Aggregate

Contractors Pollution Liability Insurance: **\$1,000,000 each Occurrence/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 and Professional Liability. All policies shall include a Waiver of Subrogation.

A handwritten signature in blue ink, possibly reading 'Contra', is written over a diagonal line. To the right of the signature, the date '10/29/21' is handwritten.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.3

February 17, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Construction Contract with M. J. Daly, LLC for boiler replacement at Kingsbury School, subject to any non-substantive changes approved by the Office of the Corporation Counsel.

Approved

Rocco F. Orso

MEMORANDUM

DATE: February 11, 2022

TO: Honorable Board of Aldermen

FROM: Rosh Maghfour, Interim Chief Operating Officer *RM*

RE: Executive Summary to the Contract for Boiler Replacements at Kingsbury Elementary School with M.J. Daly, LLC

The Education Department respectfully requests your review and approval of the contract for Boiler Replacement at Kingsbury Elementary School with M.J. Daly, LLC in the amount of \$332,200. This contract was initiated under the Request for Proposal process (RFP #7091). The project is funded through approved Capital Funds.

The project consists of furnishing and installing a new boiler system at Kingsbury Elementary School. The Contractor shall substantially complete all work and services within 120 consecutive calendar days of the City's written Notice to Proceed and shall reach Final Completion within 150 consecutive calendar days from commencement.

The contractor's Disclosure and Tax Clearance are attached. 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 (2)

c: Attorney Kara J. Summa, via email, w/o attachment

OFFICE OF THE CORPORATION COUNSEL
CITY OF WATERBURY
(Phone: 203-574-6731; Fax: 203-574-8340)


ACKNOWLEDGEMENT OF REVIEW OF CONTRACT OR GRANT

Re: Contract with M. J. Daly LLC for Boiler Replacements at
Kingsbury Elementary School

Department: Education

I hereby acknowledge that I, Rosh Maghfour, as department head of the above referenced department, or designee, have personally and thoroughly reviewed the above-referenced final contract/grant and that this contract/grant fully and adequately documents all the details and particulars with reference to the term, specifications as was bid, compensation, fees and expenses payable by the City.

I further acknowledge that the Scope of Services is complete and contains all services expected to be performed by the contractor for the City of Waterbury.

By: 
Rosh Maghfour, Interim Chief Operating Officer

Date: February 11, 2022

CONSTRUCTION CONTRACT
[RFP No. 7091]
for
KINGSBURY BOILER REPLACEMENT
between
City of Waterbury
and
MJ Daly, LLC

THIS CONTRACT (“Contract” or “Agreement”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (“City”), City Hall, 235 Grand Street, Waterbury, Connecticut and MJ DALY, LLC (“Contractor”), located at 110 Mattatuck Heights Road, Waterbury, Connecticut, a State of Connecticut duly registered Limited Liability Company (jointly referred to as the “Parties” to this Agreement).

WHEREAS, the Contractor submitted a proposal to the City in response to Request for Proposal (“RFP”) Number 7091 for Kingsbury Boiler Replacement at F J. Kingsbury Elementary School (“Kingsbury”); and

WHEREAS, the City selected the Contractor to perform services regarding RFP Number 7091; and

WHEREAS, the City desires to obtain the Contractor's services 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 (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with **(i)** any and all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and **(ii)** generally accepted professional standards.

1.1. The Project consists of Kingsbury Boiler Replacement Project which consists of the furnishing and installation of a new boiler system at F J Kingsbury Elementary School (“Kingsbury”), located at 220 Columbia Boulevard in Waterbury. Furthermore, the project consists of demolition to facilitate installation of the new boiler system and disassembly and removal of old equipment and debris; installation of two (2) new natural gas high efficiency steam boilers, venting, and accessories (replacement of Boiler Nos. 1 and 2); installation of chemical feed system and blowdown separator; startup and owner training including which includes providing manufacturer startup for all equipment, one (1) day of owner training with the manufacturer, and chemical burn in treatment; Contractor providing protections for all finishes and restoring finishes to

existing condition after construction; as is all detailed and described in the Contract Documents in **Attachment A**, all of 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. 7091, consisting of 9 pages (excluding attachments), (attached hereto);
- 1.1.2** Addendum #1 to RFP No. 7091, dated November 23, 2021, consisting of 4 pages (attached hereto);
- 1.1.3** Contractor's Revised Price Proposal, dated December 22, 2021, consisting of 3 pages (attached hereto);
- 1.1.4** Contractor's Response including City Compliance Documents (excluding original Price Proposal, dated November 30, 2021), consisting of 24 pages (attached hereto);
- 1.1.5** Technical Specifications ("City of Waterbury, Board of Education, RFP #7091, Attachment F Scope of Services, General Description, Technical Specifications" (also referred to as "Scope of Services" or "Technical Specifications")), consisting of 45 pages (attached hereto);
- 1.1.6** "Drawings"/"Site Map" ("City of Waterbury, FJ Kingsbury Elementary School, 220 Columbia Blvd., Waterbury, CT 06710, SITE MAP," containing List of Drawings, prepared by BL Companies, consisting of 10 pages (attached hereto);
- 1.1.7** "Pre-Renovation Hazardous Materials Inspection Report For Kingsbury Elementary School [. . .]," prepared by FSS (Facility Support Services), dated January 6, 2022, consisting of 25 pages (attached hereto);
- 1.1.8** State of Connecticut Prevailing Wage Schedule, dated November 3, 2021, and related important information, consisting of 9 pages (attached hereto);
- 1.1.9** Contractor's Certificate of Insurance (attached hereto, or otherwise incorporated by reference);
- 1.1.10** Contractor's Performance Bond (attached hereto, or otherwise incorporated by reference);
- 1.1.11** Contractor's Payment Bond (attached hereto, or otherwise incorporated by reference);
- 1.1.12** Any and all amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);
- 1.1.13** All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference); and
- 1.1.14** 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. 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 laws, regulations, charter and ordinances
- 1.2.2 Amendment(s) and Change Orders
- 1.2.3 Addendum#1 to RFP No. 7091
- 1.2.4 This Contract
- 1.2.5 RFP No. 7091
- 1.2.6 Contractor's Response and Price Proposal
- 1.2.7 Technical Specifications
- 1.2.8 Drawings

1.3. The City and Contractor agree and understand that Contractor is the single prime contractor for this project. The Parties further agree that wherever the word "contractor" is used, and however it is used, whether referring to multiple contractors, or otherwise, any such reference to contractor for purposes of this Agreement is meant to, and shall be construed to, solely mean MJ Daly, LLC. Specifically, in Attachment A, Attachment F Scope of Services, General Description" (also may be referred to as Technical Specifications) the document refers to multiple contractors, etc.; the Parties agree all such references mean MJ Daly, LLC, as the sole prime contractor.

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. *The Contractor understands and agrees that background checks and additional screening and security processes may be required for any employees who will be working in schools or on school property.*

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.

2.3.1 Compliance with COVID-19 Policies and Orders. The Firm/Contractor agrees to comply with all applicable Federal, State and City policies, orders, laws, and regulations in regard to COVID-19, including but not limited to State of Connecticut Executive Order No. 13G and shall provide the District with the appropriate documentation and attestations.

2.3.2 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.

2.4. 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. 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 request for proposal 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 solicitation 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/ solicitation 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 proposal documents and other documents for **RFP No. 7091** (collectively "RFP Documents" or "Proposal Documents");

3.1.7. it agrees that the RFP Documents and 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 between the hours of 6:00 a.m. to 4:00 p.m. Monday through Friday when school is in session and on Saturdays, Sundays and legal holidays as may be agreed to unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times. This provision shall not excuse the Contractor from timely performance under the Contract.

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

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

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

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

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

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

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

3.9.1 Contractor has received the Pre-Renovation Hazardous Materials Inspection Report for Kingsbury Elementary School, dated January 6, 2022, attached hereto as Attachment A.

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

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

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

3.12. Manufacturer's Directions. Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by the Contractor shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the Project site. 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. Temporary Utilities. The City shall not permit connection to its utilities.

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 Twenty (120) consecutive calendar days** of the City's written Notice to Proceed and shall reach Final Completion within **One Hundred**

Fifty (150) 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 insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.

5.2.1.1 The Contractor shall pay to the City the sum of the greater of **Five Hundred Dollars and Zero Cents (\$500.00) per consecutive calendar day** for each and every calendar day for which the Contractor is in default in completing the work beyond 120 days from the start of the Project, 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 **THREE HUNDRED THIRTY TWO THOUSAND TWO HUNDRED DOLLARS AND ZERO CENTS (\$332,200.00)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor’s Price Proposal, dated November 30, 2021, as set forth in **Attachment A’s Contractor’s Response, “Price Proposal,”** which is summarized below:

6.1.1	Kingsbury Elementary School Boiler Replacement:	\$302,000.00
6.1.2	10% Owner-Controlled Contingency:	\$30,200.00
TOTAL AMOUNT		\$332,200.00

6.2. Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage five percent (5%) of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contact are fully completed and accepted in writing by the City. The retainage does not 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. Proposal Costs. All costs of the Contractor in preparing its bid for **RFP Number 7091** 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, etc. furnished under this Contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this Contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this Contract within the greater of (i) three hundred sixty five (365) calendar days after the City delivers its written notice of its acceptance of the Project and statement therein establishing the final completion date, or (ii) that time period or date expressly stated elsewhere in this Contract or **Attachment A**.

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

8. Passing of Title and Risk of Loss.

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

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

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

9. Indemnification.

9.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against any and 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 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 9.1 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.

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, or as otherwise approved by the City in writing, 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, or insurance coverages as otherwise approved by the City in writing, with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

11.4.1 General Liability Insurance:

\$1,000,000.00 each Occurrence

\$2,000,000.00 General Aggregate

\$2,000,000.00 Products/Completed Operations Aggregate

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

11.4.2 Automobile Liability Insurance:

\$1,000,000.00 Combined Single Limit Each Accident

Any Auto, All Owned and Hired Autos

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

11.4.3 Workers’ Compensation: Statutory Limits within the State of Connecticut: Employer Liability (EL):

EL Each Accident **\$1,000,000.00**

EL Disease Each Employee **\$1,000,000.00**

EL Disease Policy Limit **\$1,000,000.00**

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

11.4.4 Excess/Umbrella Liability Insurance:

\$1,000,000.00 each Occurrence

\$1,000,000.00 Aggregate

Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

11.4.5 Contractors Pollution Liability Insurance:

\$1,000,000.00 each Occurrence/Claim

\$1,000,000.00 Aggregate

There will be no exclusion for Hazardous materials, including Asbestos and Lead.

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

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.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 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 either Party's 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 obligations under their Contract and the schedule set forth in Section 5 of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

27. Changes in the Project: Change Orders.

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

27.2. Procedures.

27.2.1 The Contractor's Response to a Change Request.

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

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

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

27.2.3 City's Rejection of Change Request. If the City does not accept the Contractor's proposal, the City may within two weeks of such non-acceptance:

(i) withdraw its change request; or, (ii) modify its change request, in which case the procedures set forth above shall apply to the Contractor's response to the modified change request.

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

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

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) the City's RFP Number 7091 (ii) the Response to RFP No. 7091 and its Price Proposal, dated November 30, 2021, contained in its Response; and (iii) Technical Specifications. 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 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: MJ Daly, LLC
110 Mattatuck Heights Road
Waterbury, CT 06705

City: City of Waterbury
Chase Municipal Building
School Inspector's Office
235 Grand Street
Waterbury, CT 06702

With a copy to: City of Waterbury
Office of the Corporation Counsel
235 Grand Street, 3rd Floor
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 INTEREST"]].

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

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

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

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

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

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

- 35.1 Additional Work:** Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.
- 35.2 Bid or Proposal:** The form on which the bidder is to submit a bid for the Work contemplated.
- 35.3 Bidder:** 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 or Owner's Representative:** School Inspector's Office employee or an employee of the City of Waterbury, or other City duly authorized person(s) as may be so designated.
- 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 and administration and inspection duties during construction. For purposes of this Agreement, the Project Engineer or Manager is BL Companies. All references herein to Project Engineer or Manager, Architect, or Construction Manager, refer solely to BL Companies as the Project Engineer managing this project as so commissioned to perform construction administration and inspection duties during construction. *(This project is jointly managed by BL Companies and the School Inspector's Office via the City's Construction Supervisor/Owner Representatives).*
- 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 herein referred to and included as "Attachment F, Scope of Services, General Description Technical Specifications."
- 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

[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:

MJ DALY, LLC

Sign: _____
Print Name: _____

By: _____
Print Name: _____

Its: _____
(Title)

Sign: _____
Print Name: _____

Date: _____

ATTACHMENT A

1. City's RFP No. 7091, consisting of 9 pages (excluding attachments), (attached hereto);
2. Addendum #1 to RFP No. 7091, dated November 23, 2021, consisting of 4 pages (attached hereto);
3. Contractor's Revised Price Proposal, dated December 22, 2021, consisting of 3 pages (attached hereto);
4. Contractor's Response including City Compliance Documents (excluding original Price Proposal, dated November 30, 2021), consisting of 24 pages (attached hereto);
5. Technical Specifications ("City of Waterbury, Board of Education, RFP #7091, Attachment F Scope of Services, General Description, Technical Specifications" (also referred to as "Scope of Services" or "Technical Specifications")), consisting of 45 pages (attached hereto);
6. "Drawings"/"Site Map" ("City of Waterbury, FJ Kingsbury Elementary School, 220 Columbia Blvd., Waterbury, CT 06710, SITE MAP," containing List of Drawings, prepared by BL Companies, consisting of 10 pages (attached hereto);
7. "Pre-Renovation Hazardous Materials Inspection Report For Kingsbury Elementary School [. . .]," prepared by FSS (Facility Support Services), dated January 6, 2022, consisting of 25 pages (attached hereto);
8. State of Connecticut Prevailing Wage Schedule, dated November 3, 2021, and related important information, consisting of 9 pages (attached hereto);
9. Contractor's Certificate of Insurance (attached hereto, or otherwise incorporated by reference);
10. Contractor's Performance Bond (attached hereto, or otherwise incorporated by reference);
11. Contractor's Payment Bond (attached hereto, or otherwise incorporated by reference);
12. Any and all amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);
13. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference); and
14. All applicable permits and licenses (incorporated by reference).

**CITY OF WATERBURY
BOARD OF EDUCATION**

**REQUEST FOR PROPOSAL (# 7091)
BY
THE CITY OF WATERBURY BOARD OF EDUCATION
FOR
KINGSBURY BOILER REPLACEMENT**

A. Background and Intent

The *Board of Education* of the City of Waterbury (the “City”) is seeking Proposals for F J KINGSBURY BOILER REPLACEMENT (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.

B. Qualifications

1. Eligible Proposers will be those individuals, businesses, and institutions that have the following qualifications:

- a. Experience and expertise in regard to providing the types of, or similar services, as those set forth in the Scope of Services;
- b. 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;
- c. Adequate staff/employees to perform/complete the work in a timely manner;
- d. Knowledge of, and compliant with, all applicable federal and State laws and regulations governing the services to be provided under this RFP;
- e. 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.

C. Scope of Services

Scope of Services shall be as per attached Technical Specifications (Attachment F) which are attached hereto and made part of this RFP and in accordance with the terms and conditions set forth herein.

D. Agreement Period

Successful Proposer agrees and covenants that the Contract Time shall commence upon delivery of the City’s written notice to proceed, which shall occur after contract execution by both parties. The Successful Proposer agrees further that it shall complete all work and services required under this contract within **Ninety (90) consecutive calendar days** of the City’s written Notice to Proceed (“Contract 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.

**CITY OF WATERBURY
BOARD OF EDUCATION**

2. Proposers must review and be prepared to sign prior to the execution of any contract with the City, the items and any forms included in Attachment A (Contract Compliance Documents) attached hereto and made part of this RFP.

3. All questions and communications about this RFP and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received by 2:00 PM on Thursday, November 18, 2021. 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 ProcureWare website by 2:00 PM on Tuesday, November 23, 2021. 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, Mr. McCaffery, at (203) 574-6748.

5. A mandatory pre-bid conference will be held on Monday, November 15, 2021 at 10:30 AM, at F. J. Kingsbury Elementary School located at 220 Columbia Blvd, Waterbury, CT 06710. Attendance at the pre-bid conference is mandatory by a representative of each perspective bidder

F. Management

Any award of work resulting from this RFP will be managed by the School Inspector's Office.

G. Conditions

1. All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

- a. 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.
- b. 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.
- c. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
- d. The proposer agrees that the proposal will remain valid for a period of NINETY (90) days after the closing date for the submission and may be extended beyond that time by mutual agreement.
- e. 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.

**CITY OF WATERBURY
BOARD OF EDUCATION**

- f. 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.
- g. 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.
- h. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
- i. 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.
- j. 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.1(e) 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(s) and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
- k. 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.
- l. 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.
- m. 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.
- n. Where this RFP results in a contract, the proposer must accept the City's standard agreement language. See Attachment B.
- o. 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. Submittal Requirements & Required Format

One original (clearly identified as such) and three (3) paper copies of the Proposal, as well as a copy of the original Proposal in pdf format on a CD or flash drive, must be received at the

**CITY OF WATERBURY
BOARD OF EDUCATION**

following address no later than at **10:30 a.m. on Tuesday November 30, 2021**. No proposals received after that time shall be considered.

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

- a. The responsibility for submitting a Proposal to the Director of Purchasing on or before the above-stated time and date will be solely and strictly the responsibility of the Proposer. The City will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.
- b. Proposals must set forth accurate and complete information for each of the items listed below, and must be bound, paginated, indexed and numbered consecutively. At the City's discretion, failure to do so could result in disqualification.

2. Each Proposal shall contain the following four (4) forms, fully completed, as follows:

a. Contract Compliance Documents (Attachment A)

- i. Proposers shall complete Attachment A documents which includes Annual Statement of Financial Interests; City of Waterbury Certification regarding Debarment, Suspension, Ineligibility and Exclusion; Corporate Resolution; Disclosure and Certification of Affidavit regarding outstanding obligations to the City of Waterbury; LLC Resolution; CHRO Contract
- ii. Each Proposer shall complete the Contract Compliance Documents (Attachment A) and include them as part of the proposal.

b. Non-Collusion Affidavit and Acknowledgment Affidavit (Attachment C)

- i. 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.
- ii. Each Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda as required per Attachment C, which is attached hereto and made part of this RFP.
- iii. Each Proposer shall complete the Non-Collusion Affidavit and Acknowledgment Affidavit (Attachment C) and include it as part of the proposal submission.

c. Price Proposal (Attachment D)

- i. Proposal pricing shall inclusive of all costs associated with proving the products & services required under this RFP, including, but not limited to all personnel and non-personnel expenses, insurance costs and permitting costs.
- ii. **The Price Proposal (Attachment D) shall be submitted as part of the proposal submission; however, it must be submitted in a separate envelope marked "Confidential: Price Proposal."**

**CITY OF WATERBURY
BOARD OF EDUCATION**

- iii. 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.*

d. Contractor's Qualification Statement (Attachment E).

- i. Each Proposer shall complete the Contractor's Qualification Statement (Attachment E) and include it as part of the proposal submission.

3. Proposals may, at Proposer's discretion, contain the following:

- a. 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 RFP.
- b. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP, including any services expected of the City.

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. Quality, completeness and responsiveness of Proposal.
- b. 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.
- c. Financial strength of Proposer.
- 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

- a. The City will 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

- 1. 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.

**CITY OF WATERBURY
BOARD OF EDUCATION**

2. Nothing in this RFP shall require that the City accept the lowest Cost Schedule/Budget. Instead, the City reserves the right to base its decision solely, in its own judgment, on what it determines to be in the best interests of the City.
3. The City reserves the right to reject any Proposal based upon Proposer's prior history with the City of Waterbury or with any other party that demonstrates, without limitation, unsatisfactory performance or significant failure(s) to meet any and all of its contractual obligations.
4. Proposals that appear unrealistic in terms of technical commitment, that show a lack of technical competence, or that indicate a failure to comprehend the risk and complexity of a potential contract may be rejected.
5. The City will consider the qualifications of only those Proposers whose Proposals are, among other factors, that are in compliance with the requirements set forth in the RFP.
6. **Nothing in this RFP shall require that the City accept the lowest Price Proposal (Attachment D).** Instead, the City reserves the right to base its decision solely, in its own judgment, on what it determines to be in the best interests of the City.

K. Federal, State and Local Employment Requirement- NOT APPLICABLE TO THIS RFP.
Proposers, if applicable, shall be obligated to fully comply with the 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.

L. State Set-Aside Requirements – NOT APPLICABLE TO THIS RFP

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.

**CITY OF WATERBURY
BOARD OF EDUCATION**

M. Insurance Requirements

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 non-renewal, 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.

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 Occurrence/Claim**
 \$1,000,000 Aggregate

**CITY OF WATERBURY
BOARD OF EDUCATION**

There will be no exclusion for Hazardous materials, including Asbestos and Lead

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City Waterbury 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 and Professional Liability.

Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

Failure to Maintain Insurance: In the event the Successful Proposer fails to maintain the minimum required coverage as set forth herein, 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, including the naming of the City of Waterbury, as follows: **"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 shall include a Waiver of Subrogation"**. The City's RFP Number must be shown on the certificate of insurance to assure correct filing. The Successful Proposer 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 Public Works Department and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

N. City of Waterbury Contract Form/RFP Documents

- a. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to "Invitation to Bid," "ITB" or words/terms of similar import shall, for the purposes of this solicitation, mean "Request for Proposal" and/or "RFP" as the context so requires. Additionally, all references therein to "Bid" shall mean "Proposal" as the context so requires.

**CITY OF WATERBURY
BOARD OF EDUCATION**

- b. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to “Contractor”, Vendor” and/or “Consultant” shall mean “Proposer” or “Successful Proposer” as the context so requires.
- c. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to “Bid” or “Bid Form” shall mean “Price Proposal “as the context so requires.

O. Performance/Payment Bonds

Proposer’s attention is directed to Section 10 of the attached City of Waterbury Contract form. The Proposer to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than \$50,000, a 100 percent Performance Bond and a 100 percent Payment Bond each with surety company acceptable to the City and in a form acceptable to the City.

P. Proposal Security

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.

Q. Prevailing Wages

Bidders are advised that State of Connecticut prevailing wage rates apply to this Project. The minimum rates to be paid labor of the various classifications shall be in accordance with the prevailing rate of wages established by the Connecticut Department of Labor. Bidder’s attention is directed to Attachment G – State of Connecticut Wage Rate Documentation.

END OF SECTION



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

November 23, 2021

ITB 7091 Kingsbury Boiler Replacement

Question 1: Is there any asbestos abatement required for this project, and will that be by a separate Demolition Contractor?

Answer 1: Owner to provide testing report indicating work area is free of HBM. HBM abatement shall be under a separate contract if required.

Question 2: Will an HVAC specific set of specs be provided in an addendum in order to make sure basis of design manufacturers and the acceptable additionally listed manufacturers are bidding to the spec'd requirements?

Answer 2a: Specification on drawings. Equipment schedule indicates basis of design; contractor to submit basis of design in base bid.

Answer 2b: Any first-class product made by a reputable manufacturer may be submitted for review and approval.

Question 3: Who is the current control contractor in the building?

Answer 3: Automated Logic
Jack Lafferty
M: 315-916-4591
jlafferty@carrier.com

Question 4: Would the city consider removal of the older abandoned boilers, this would greatly improve working conditions and work safety?

Answer 4a: Owner to provide testing report indicating work area is free of HBM.

Answer 4b: Provide pricing to remove two (2) abandoned boilers opposite the existing operational boilers. See Revised '012300 FL – Alternates' attached.

Question 5: There is a note on the schedule for the blowdown tank to be ASME rated and 250 psig. This normally applies to pressure vessels. Because the nature of this equipment is to be vented to the atmosphere it would never build up pressure or need a rating that high. Do we need the 250 PSOG rating?

Answer 5: The ASME rating by the BOD MFG is listed at 250 psi (maximum working pressure). This pressure rating is by default.

Question 6: What is the make up of the insulation covering the existing Breaching?

Answer 6: Owner to provide testing report indicating work area is free of HBM.

Question 7: In SECTION 024119 - SELECTIVE DEMOLITION, 1.8 FIELD CONDITIONS. Has the city identified hazardous material in the roping between the sections of the boiler and the Breaching?

What work is expected of the contractor, if the city is responsible for removal of hazardous material?

Answer 7: Owner to provide testing report indicating work area is free of HBM. HBM abatement shall be under a separate contract if required.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.2 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

1.3 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Execute accepted alternates under the same conditions as other work of the Contract.
- C. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.
- D. Any other increases or decrease in contract sum, will be subject to same % adjustment for Bond costs, if alternate is accepted.

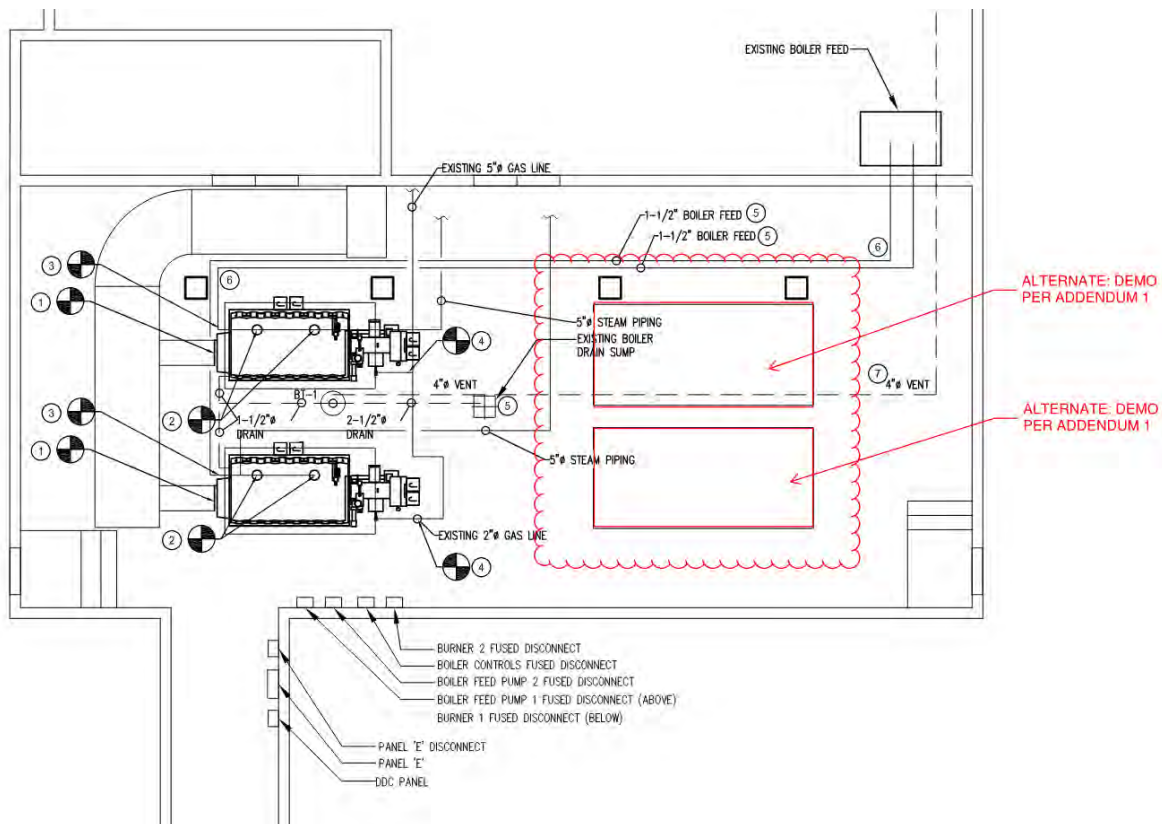
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate 1 – Demo abandoned boilers

1. ADD – Demo two (2) abandoned cast iron boilers located opposite the existing operational boilers.



(Fill in the applicable line below)

ADD \$ _____

END OF SECTION 012300

**CITY OF WATERBURY
BOARD OF EDUCATION**

**RFP # 7091
ATTACHMENT D
Price Proposal**

**(Must be submitted as part of Proposal in a separate sealed envelope, marked
"Confidential: Price Proposal.")**

Date: ~~11/30/2021~~ 12/22/2021 (Best & Final Proposal)

Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

MJ Daly, LLC.

(Print or Type Company/Corporate Name)

110 Mattatuck Heights Road, Waterbury, CT 06705

(Print or Type Business Address)

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on Attachment C, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

[Proposal continued on following page(s)]

**CITY OF WATERBURY
BOARD OF EDUCATION**

Kingsbury Elementary School	Amount in Words	Amount in Numbers
Boiler Replacement		\$ 319,000 302,000
10 % Contingency		\$ 31,900 30,200
	Grand Total	\$ 350,900 332,200

Best & Final Offer

END OF ATTACHMENT D

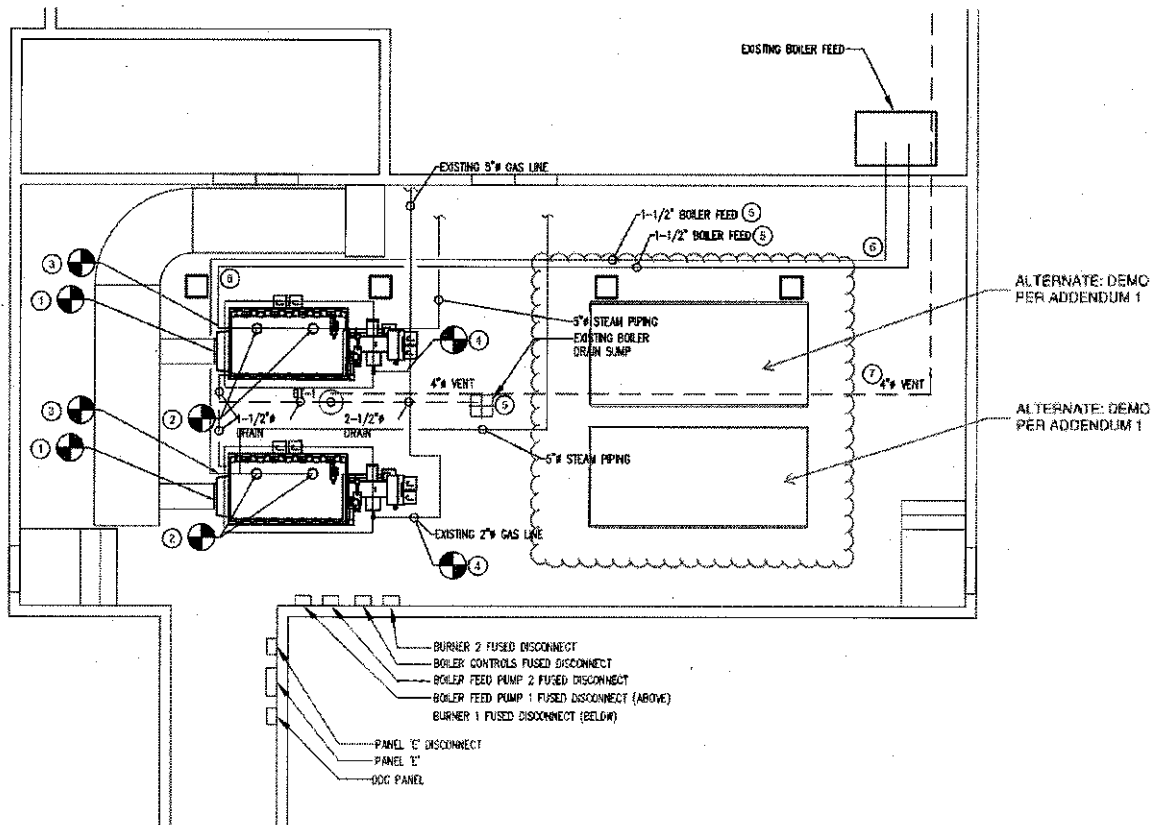
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate 1 – Demo abandoned boilers

1. ADD – Demo two (2) abandoned cast iron boilers located opposite the existing operational boilers.



(Fill in the applicable line below)

ADD \$ ~~21,000~~ 16,000

END OF SECTION 012300

REQUEST FOR PROPOSAL #7091
KINGSBURY BOILER REPLACEMENT

INDEX

Attachment D	Pages 1-2
Schedule of Alternates	Page 3
Attachment A	Pages 4 – 7
City of Waterbury Certification	Page 8
Corporate Resolution	Page 9
Disclosure and Certification Affidavit	Pages 10-14
Limited Liability Company Resolution	Page 15
Attachment C	Pages 16 – 17
Attachment E	Pages 18 – 21
Bid Bond	Pages 22 -24
Current Work List	Pages 25 - 26

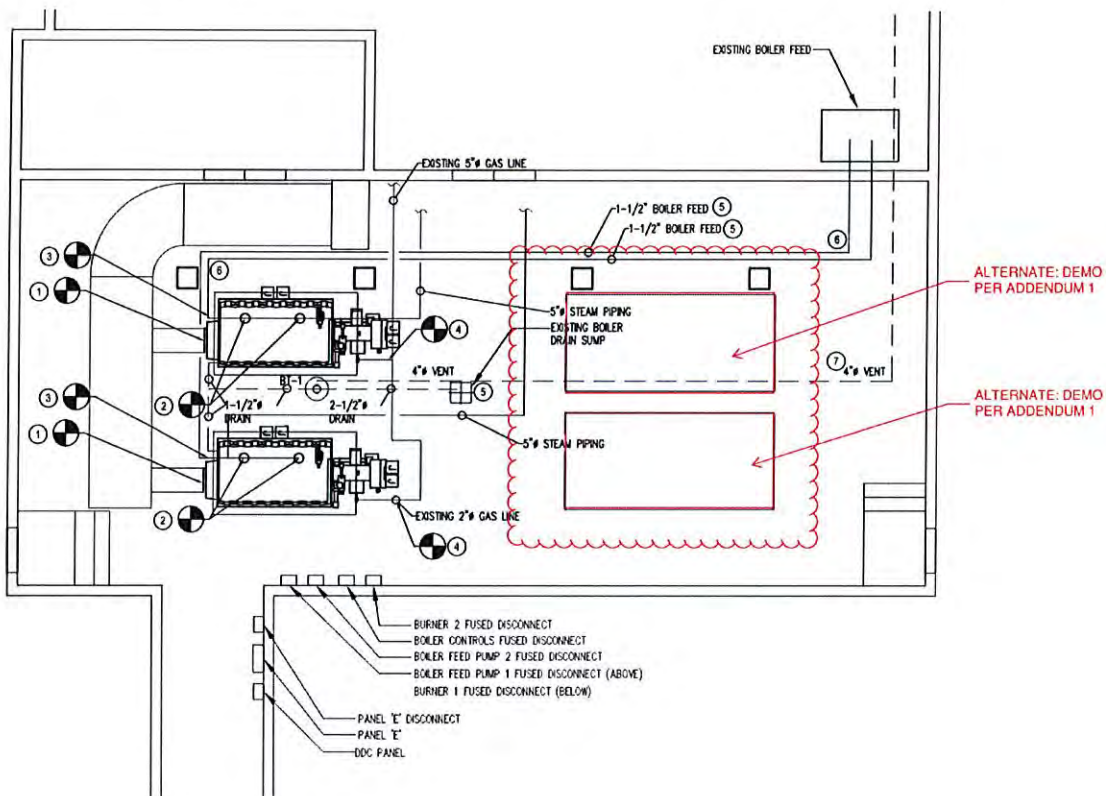
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate 1 – Demo abandoned boilers

1. ADD – Demo two (2) abandoned cast iron boilers located opposite the existing operational boilers.



(Fill in the applicable line below)

ADD \$ 21,000

END OF SECTION 012300

CITY OF WATERBURY
BOARD OF EDUCATION

RFP # 7091
ATTACHMENT A

Contract Compliance Documents

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
BOARD OF EDUCATION**

B. Purchase Order(s).

No Purchase Order(s) with the City

☐

Replace Modulation Control

(Service or Commodity Covered by Purchase Order)

11-8-21

(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
BOARD OF EDUCATION**

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

☐

**CITY OF WATERBURY
BOARD OF EDUCATION**

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.

M. J. Daly, LLC

(Name of Company, if applicable)

Edward Carvalho

Signature of Individual (or Authorized Signatory)

11-30-21

Date

Edward Carvalho, President

Print or Type Name

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:

M. J. Daly, LLC

110 Mattatuck Heights

Waterbury, CT 06705

Print Name and Title of Authorized Representative:

Edward Carvalho, President

Signature of Authorized Representative:

Edward Carvalho

11-30-21

Date:

CORPORATE RESOLUTION

I, Joy Breive, hereby certify that I am the duly elected Secretary
of M. J. Daly, LLC, 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
the 1 day of September 2010.

Edward Carvalho

"It is hereby resolved that o re ve 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 M. J. Daly, LLC corporation this 30th day of
November, 2021.

Joy Breive
Secretary

**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.: Waterbury

County of New Haven

Edward Carvalho, being first duly
sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or**
President of MJ Daly, 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):

X 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	Edward Carvalho	President	MJ Daly, LLC.		
2	Robert Bolton	CEO	Arden Building Companies LLC.		
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):

	Name	Title	DOB	Stock %
1	Robert Bolton	CEO		100
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	Robert Bolton	CEO	Arden Building Companies LLC.		
2					
3					
4					

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

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1			
2			
3			
4			

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

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

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

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of _____)
Waterbury) 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 _____, 2021.

(Notary Public)
My Commission Expires: _____

For Corporation

Witness

MJ Daly, LLC.

Name of Corporate Signatory
110 Mattatuck Heights Road, Waterbury, CT 06705

Address of Business

Affix
Corporate
Seal

By: Edward Carvalho
Name of Authorized Corporate Officer
Its: Edward Carvalho, President
Title

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

State of Connecticut)

Waterbury) SS

County of New Haven)

Edward Carvalho being duly sworn,
deposes and says that he/she is President of MJ Daly, 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 30th day of November 2021.

My Commission Expires: April 30, 2022

Joy C. Breve (Notary Public)

JOY C BREVE
NOTARY PUBLIC
My Commission Expires April 30, 2022

LIMITED LIABILITY COMPANY RESOLUTION

I, Edward Carvalho, hereby certify that I am the duly authorized and acting Member / (Manager) (circle one) of MJ Daly, LLC., a limited liability company 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 LLC.

The following resolution was adopted at a meeting of the LLC duly held on the 17th day of September, 2013.

“It is hereby resolved that Edward Carvalho 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 MJ Daly, LLC this 30th day of November, 2021.

Edward Carvalho
Manager/Member

**CITY OF WATERBURY
BOARD OF EDUCATION**

**RFP # 7091
ATTACHMENT C**

Non-collusion and Acknowledgement Affidavit of the Proposer

(Must be submitted as part of Proposal)

**KEVIN MCCAFFERY
DIRECTOR OF PURCHASING
235 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 ("RFP"); that Proposer has informed itself fully in regard to all conditions pertaining to the subject matter of this Request for Proposal; and that with this representation, the undersigned makes this Proposal.

If applicable to this RFP, the undersigned: a) 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 and b) any Work resulting from this RFP shall be performed at the Proposal Prices as described in the Proposal Documents and except where expressly provided for otherwise in the RFP, these prices shall cover all expenses incurred in connection with any obligations resulting for this RFP and/or in performing the Work required under any Award, Purchase Order and/or Contract resulting from this RFP, of which this Proposal and Form are a part.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1	11/23/2021	4
2		5
3		6

**CITY OF WATERBURY
BOARD OF EDUCATION**

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.

20-5126747

Social Security Number
or Federal Identification Number

Edward Carvalho

Signature of Individual or Corporate Name

Edward Carvalho, President

Corporate Officer
(if applicable)

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

Name: MJ Daly, LLC.

By: Edward Carvalho, President

Business Address: 110 Mattatuck Heights Road, Waterbury, CT 06705
(City, State, Zip Code)

Phone: 203-753-5131

Date: 11/30/2021

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.

END OF ATTACHMENT C

**CITY OF WATERBURY
BOARD OF EDUCATION**

**RFP # 7091
ATTACHMENT E
Contractor Qualification Statement**

(Must be submitted as part of Proposal)

The undersigned certifies under oath the truth and correctness of statements and all answers to questions made hereinafter.

SUBMITTED TO: **DEPARTMENT OF PURCHASING, CITY OF WATERBURY**

SUBMITTED BY:

NAME: Edward Carvalho

BUSINESS NAME: MJ Daly, LLC () Corporation

() Partnership

OFFICE ADDRESS: 110 Mattatuck Heights Road () Individual

Waterbury, CT 06705 () Joint Venture

() Other _____

PRINCIPAL OFFICE: Same

BUSINESS TELEPHONE NUMBER: 203-753-5131

BUSINESS FAX NUMBER: 203-596-9672

BUSINESS EMAIL ADDRESS: ECarvalho@mjdalyllc.com

(NOTE: Attach separate sheets as required)

1. How many years has your organization been in business?

139

2. How many years has your organization been in business under its present business name?

15

3. If a Corporation OR LLC, answer the following:

Date of Incorporation: _____

State of Incorporation: _____

President/Member: Edward Carvalho

Vice Presidents/Members: Dan Nelson, Paul Evon

Secretary/Member: Joy Breive

Treasurer/Member: Gordon Fletcher

**CITY OF WATERBURY
BOARD OF EDUCATION**

4. If a Partnership, Individual, Joint Venture or other, answer the following:

Date of Incorporation: _____

State of Operation: _____

Officers and Titles:

5. List contracts on hand (other than existing contracts with the City of Waterbury). Schedule these, showing amount of each contract and the appropriate anticipated dates of completion/expiration:

See attached list

NOTE: The City may contact one or more of the organization associated with the above-listed contracts as part of assessing the experience, expertise and capabilities of the Proposer.

6. Have you or your company ever failed to complete any work awarded to you, or have you ever defaulted on a contract? **No**

If YES, please explain circumstance(s):

**CITY OF WATERBURY
BOARD OF EDUCATION**

7. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest with providing services to the City.

None

8. List your major equipment available for this contract.
Boilers & Blowdown Tank

9. Contractor's chain of command and off-hours telephone numbers, cellular and otherwise, to be used for the Project:

24/7 Service	203-753-5131
(Title)	(Name / Telephone Number)
<hr/>	
(Title)	(Name / Telephone Number)
<hr/>	
(Title)	(Name / Telephone Number)

**CITY OF WATERBURY
BOARD OF EDUCATION**

The undersigned certifies under oath to the truth and correctness of statements and all answers to questions made herein.

10. Dated at Waterbury this 30th day of November, 2021

Name of Contractor: MJ Daly, LLC.

By: Edward Carvalho

Edward Carvalho

(Print and sign name of duly authorized principal)

Title: President

END OF ATTACHMENT E

BID BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

CONTRACTOR:

(Name, legal status and address)

M.J. Daly, LLC
110 Mattatuck Heights
Waterbury, CT 06705

OWNER:

(Name, legal status and address)

City of Waterbury
235 Grand Street
Waterbury, CT 06702

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

BOND AMOUNT: Ten Percent (10%) of the amount of accompanying bid

PROJECT:

(Name, location or address, and Project number, if any)

F.J. Kingsbury Elementary School Boiler Replacement
220 Columbia Blvd
Waterbury, CT

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 9th day of November, 2021.

M.J. Daly, LLC

Edward Carvalho

(Principal)

(Seal)

Edward Carvalho, President

(Title)

Travelers Casualty and Surety Company of America

Zachary Bromage

(Surety)

Zachary Bromage

(Seal)

Attorney-In-Fact

(Title)

Jim Buwe

(Witness)

[Signature]

(Witness)





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Zachary Bromage** of **CRANSTON** **Rhode Island**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, **2019**.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, **2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **9th** day of **November**, **2021**



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**

				WORK IN PROGRESS (Partial)		
				PLUMBING & HVAC		
PROJECT		GENERAL CONTRACTOR	OWNER	ARCHITECT	APPROX. AMOUNT	%
CCSU Engineering	New Britain, CT	KBE Building Corporation, Mike Guidera, 860-250-3783	State of CT		\$5,301,634.00	99%
CREC Ana Grace Academy of the Arts	Bloomfield, CT	Bartlett, Brainard Eacott, Noel Jenkins, 860-242-5565	CREC	Friar Associates Inc.	\$10,476,000.00	99%
Bristol Memorial Boulevard Arts Magnet School	Bristol, CT	D'Amato+Downes Joint Venture, Frank Tomcak, 860-681-9413	City of Bristol	Quisenberry Arcari Malik, LLC	\$1,654,808.00	70%
Kline Tower	New Haven, CT	Gilbane Building Company, Andrew Grillo, 203-494-5974	Yale University	Stantec Architecture Inc.	\$15,855,476.00	40%
Uconn Boiler Plant Equipment Replacement & Utility Tunnel	Storrs, CT	Bond Brothers Construction, Kyle Ledoux, 781-605-4620	University of Connecticut	BVH Integrated Services	\$506,000.00	40%

Uconn 2000						
Code						
Remediation	Stamford, CT	Daniel O'Connell's Sons, Inc.	University of Connecticut	AECOM	\$1,362,000.00	31%
101 College Street	New Haven, CT	Dimeo Construction, Scott Eaton, 401-265-8471	Winstanley Construction Management, LLC	Elkus Manfredi Architects	\$27,799,500.00	0%
Windham High School	Willimantic, CT	Downes Construction, Scott Scholl, 860-229-3755	Town of Windham	Friar Architecture	\$19,130,000.00	1%
Bridgeport Library	Bridgeport, CT	Downes Construction, Dominic Madigan, 860-229-3755	City of Bridgeport	Antinozzi Associates	\$313,000.00	0%

**CITY OF WATERBURY
BOARD OF EDUCATION**

**RFP # 7091
ATTACHMENT F
Scope of Services**

GENERAL DESCRIPTION
Technical Specifications

Division	Section Title	Pages
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SPECIFICATIONS**DIVISION 01 - GENERAL REQUIREMENTS**

011000	SUMMARY	5
012300	ALTERNATES	2
013100	PROJECT MANAGEMENT AND COORDINATION	10
013300	SUBMITTAL PROCEDURES	7
015000	TEMPORARY FACILITIES AND CONTROLS	4
017419	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	5
017700	CLOSEOUT PROCEDURES	4

DIVISION 02 - EXISTING CONDITIONS

024119	SELECTIVE DEMOLITION	7
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END OF TABLE OF CONTENTS

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work by Owner.
5. Work under separate contracts.
6. Future work.
7. Purchase contracts.
8. Owner-furnished products.
9. Contractor-furnished, Owner-installed products.
10. Access to site.
11. Coordination with occupants.
12. Work restrictions.
13. Specification and Drawing conventions.
14. Miscellaneous provisions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

A. Project Identification: Kingsbury Boiler Replacement

1. Project Location: 220 Columbia Blvd, Waterbury, CT 06710
2. Owner: City of Waterbury.
3. Owner's Representative: Rosh Maghfour, Waterbury Public Schools

B. Engineer: BL Companies

1. Blair Richardson (brichardson@blcompanies.com)

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Single-Prime Contractor will be required to perform the basic tasks as listed below, including all related work required to facilitate successful completion of project;

- a. Demolition required facilitate installation of new work;
 - 1) Disassembly of existing boilers.
 - 2) Demolition and removal of boilers and accessories.
 - 3) Demolition and removal of selective piping, and accessories.
 - 4) Cutting, patching, removing louvers, and coordination with owner's requirements.
 - b. New installation;
 - 1) Installation of two (2) new natural gas, high efficiency steam boilers, venting, and accessories.
 - 2) Installation of chemical feed system and blowdown separator.
 - c. Startup and owner training
 - 1) Provide manufacturer startup for all equipment.
 - 2) Provide one (1) day of owner training with the manufacturer.
 - 3) Chemical burn in treatment.
2. The contractor will be required to provide temporary sanitary facilities during construction (portable toilettes).
 3. The building owner will provide a secure room for on-site storage space. Contractor will be able to utilize this space for stock and tool storage, and office space during construction.
 - a. Contractor will be required to provide protections for finishes.
 - b. Contractor will be required to restore finishes to existing condition after construction.

B. Type of Contract:

1. Project will be constructed under a Single-Prime contract.

1.4 ACCESS TO SITE

- A. General: Each Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
 1. Contractor shall perform daily cleaning and final cleaning.
- B. General: Each Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- C. Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 1. Driveways, Walkways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

- D. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- E. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.5 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
 - 2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.
- B. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 - 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
- C. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.
 - 1. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
 - 2. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

1.6 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 6:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise indicated.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 1. Notify Construction Manager Owner not less than two days in advance of proposed utility interruptions.
 2. Obtain Construction Manager's Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 1. Notify Construction Manager Owner not less than two days in advance of proposed disruptive operations.
 2. Obtain Construction Manager's Owner's written permission before proceeding with disruptive operations.
- E. Restricted Substances: Use of tobacco products and other controlled substances on Project site is not permitted.
- F. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- G. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
 1. Maintain list of approved screened personnel with Owner's representative.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. RFIs.
 - 4. Digital project management procedures.
 - 5. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Requirements:
 - 1. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

1.2 DEFINITIONS

- A. BIM: Building Information Modeling.
- B. RFI: Request for Information. Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.3 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. Post copies of list in project meeting room, in temporary field office, in web-based Project software directory, and in prominent location inbuilt facility. Keep list current at all times.

1.4 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its own operations with operations included in different Sections that depend on each other for proper installation, connection, and operation.
 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and direction of Project coordinator to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 1. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.

1.5 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
 - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
 - b. Coordinate the addition of trade-specific information to coordination drawings in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
 - c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
 - e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
 - f. Indicate required installation sequences.
 - g. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

1.6 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
 2. Project number.
 3. Date.
 4. Name of Contractor.
 5. Name of Architect and Construction Manager.

6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: AIA Document G716.
1. Attachments shall be electronic files in PDF format.
- D. Architect's and Construction Manager's Action: Architect and Construction Manager will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect or Construction Manager after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect or Construction Manager of additional information.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect and Construction Manager in writing within 10 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly.
1. Project name.
 2. Name and address of Contractor.

3. Name and address of Architect and Construction Manager.
 4. RFI number including RFIs that were returned without action or withdrawn.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's and Construction Manager's response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.
- F. On receipt of Architect's and Construction Manager's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect and Construction Manager within seven days if Contractor disagrees with response.

1.7 DIGITAL PROJECT MANAGEMENT PROCEDURES

- A. Architect's Data Files Not Available: Architect will not provide Architect's digital data files for Contractor's use during construction.
- B. Use of Architect's Digital Data Files: Digital data files of Architect's will be provided by Architect for Contractor's use during construction.
1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project record Drawings.
 2. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.
- C. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

1.8 PROJECT MEETINGS

- A. General: Construction Manager will schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times a minimum of 10 working days prior to meeting.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, Construction Manager, and Architect, within three days of the meeting.

- B. Preconstruction Conference: Construction Manager will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
1. Attendees: Authorized representatives of Owner, Construction Manager, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Responsibilities and personnel assignments.
 - b. Tentative construction schedule.
 - c. Phasing.
 - d. Critical work sequencing and long lead items.
 - e. Designation of key personnel and their duties.
 - f. Lines of communications.
 - g. Use of web-based Project software.
 - h. Procedures for processing field decisions and Change Orders.
 - i. Procedures for RFIs.
 - j. Procedures for testing and inspecting.
 - k. Procedures for processing Applications for Payment.
 - l. Distribution of the Contract Documents.
 - m. Submittal procedures.
 - n. Sustainable design requirements.
 - o. Preparation of Record Documents.
 - p. Use of the premises and existing building.
 - q. Work restrictions.
 - r. Working hours.
 - s. Owner's occupancy requirements.
 - t. Responsibility for temporary facilities and controls.
 - u. Procedures for moisture and mold control.
 - v. Procedures for disruptions and shutdowns.
 - w. Construction waste management and recycling.
 - x. Parking availability.
 - y. Office, work, and storage areas.
 - z. Equipment deliveries and priorities.
 - aa. First aid.
 - bb. Security.
 - cc. Progress cleaning.
 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Project Closeout Conference: Construction Manager will schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 30 days prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Project closeout.
 2. Attendees: Authorized representatives of Owner, Construction Manager, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and

other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:

- a. Preparation of Record Documents.
- b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
- c. Procedures for completing and archiving web-based Project software site data files.
- d. Submittal of written warranties.
- e. Requirements for completing sustainable design documentation.
- f. Requirements for preparing operations and maintenance data.
- g. Requirements for delivery of material samples, attic stock, and spare parts.
- h. Requirements for demonstration and training.
- i. Preparation of Contractor's punch list.
- j. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
- k. Submittal procedures.
- l. Coordination of separate contracts.
- m. Owner's partial occupancy requirements.
- n. Installation of Owner's furniture, fixtures, and equipment.
- o. Responsibility for removing temporary facilities and controls.

4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

D. Progress Meetings: Construction Manager will conduct progress meetings at regular intervals.

1. Coordinate dates of meetings with preparation of payment requests.
2. Attendees: In addition to representatives of Owner, Construction Manager, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.

- 3) Resolution of BIM component conflicts.
 - 4) Status of submittals.
 - 5) Status of sustainable design documentation.
 - 6) Deliveries.
 - 7) Off-site fabrication.
 - 8) Access.
 - 9) Site use.
 - 10) Temporary facilities and controls.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) Status of RFIs.
 - 16) Status of Proposal Requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.
 - 20) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
- a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- E. Coordination Meetings: Construction Manager will conduct Project coordination meetings at regular intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
1. Attendees: In addition to representatives of Owner, Construction Manager, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
 - c. Review present and future needs of each contractor present, including the following:

- 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Resolution of BIM component conflicts.
 - 4) Status of submittals.
 - 5) Deliveries.
 - 6) Off-site fabrication.
 - 7) Access.
 - 8) Site use.
 - 9) Temporary facilities and controls.
 - 10) Work hours.
 - 11) Hazards and risks.
 - 12) Progress cleaning.
 - 13) Quality and work standards.
 - 14) Status of RFIs.
 - 15) Proposal Requests.
 - 16) Change Orders.
 - 17) Pending changes.
3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 BASELINE PROJECT SCHEDULE

- A. Contract Award and Notice to Proceed **TBD** at discretion of CM.
- B. Start Construction **TBD** at discretion of CM.
- C. Required Substantial Completion of Construction for Boiler Room 9/1/2021

END OF SECTION 013100

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.

B. Related Requirements:

1. Section 013100 "Project Management and Coordination" for submitting coordination drawings and subcontract list and for requirements for web-based Project software.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's and Construction Manager's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's and Construction Manager's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.3 SUBMITTAL SCHEDULE

- A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and Construction Manager and additional time for handling and reviewing submittals required by those corrections.
 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
 2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.

4. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal Category: Action; informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Architect's and Construction Manager's final release or approval.
 - g. Scheduled dates for purchasing.
 - h. Scheduled date of fabrication.
 - i. Scheduled dates for installation.
 - j. Activity or event number.

1.4 SUBMITTAL FORMATS

A. Submittal Information: Include the following information in each submittal:

1. Project name.
2. Date.
3. Name of Architect.
4. Name of Construction Manager.
5. Name of Contractor.
6. Name of firm or entity that prepared submittal.
7. Names of subcontractor, manufacturer, and supplier.
8. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier; and alphanumeric suffix for resubmittals.
9. Category and type of submittal.
10. Submittal purpose and description.
11. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
12. Drawing number and detail references, as appropriate.
13. Indication of full or partial submittal.
14. Location(s) where product is to be installed, as appropriate.
15. Other necessary identification.
16. Remarks.
17. Signature of transmitter.

B. Options: Identify options requiring selection by Architect.

C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect and Construction Manager on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

D. PDF Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

1.5 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Email: Prepare submittals as PDF package, and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.
 - a. Architect, through Construction Manager, will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.
 2. Web-Based Project Software: Prepare submittals in PDF form, and upload to web-based Project software website. Enter required data in web-based software site to fully identify submittal.
 3. Paper: Prepare submittals in paper form, and deliver to Architect.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect and Construction Manager reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Construction Manager's receipt of submittal. 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 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Construction Manager will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.

2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Architect's and Construction Manager's action stamp.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's and Construction Manager's action stamp.

1.6 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams that show factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before Shop Drawings, and before or concurrent with Samples.
- B. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.

4. Location within room or space.

C. Certificates:

1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

D. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - a. Name of evaluation organization.
 - b. Date of evaluation.
 - c. Time period when report is in effect.
 - d. Product and manufacturers' names.

- e. Description of product.
- f. Test procedures and results.
- g. Limitations of use.

1.7 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect and Construction Manager.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
 - 1. Architect and Construction Manager will not review submittals received from Contractor that do not have Contractor's review and approval.

1.8 ARCHITECT'S AND CONSTRUCTION MANAGER'S REVIEW

- A. Action Submittals: Architect and Construction Manager will review each submittal, indicate corrections or revisions required, and return it.
 - 1. PDF Submittals: Architect and Construction Manager will indicate, via markup on each submittal, the appropriate action.
- B. Informational Submittals: Architect and Construction Manager will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect and Construction Manager will forward each submittal to appropriate party.
- C. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- D. Architect and Construction Manager will return without review submittals received from sources other than Contractor.
- E. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Architect, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.4 INFORMATIONAL SUBMITTALS

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.
- B. Implementation and Termination Schedule: Within 15 days of date established for commencement of the Work, submit schedule indicating implementation and termination dates of each temporary utility.
- C. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.
- D. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

- E. Moisture- and Mold-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage and mold.
- F. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Include the following:
 - 1. Locations of dust-control partitions at each phase of work.
 - 2. HVAC system isolation schematic drawing.
 - 3. Location of proposed air-filtration system discharge.
 - 4. Waste-handling procedures.
 - 5. Other dust-control measures.

1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the United States Access Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

1.6 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Dust-Control Adhesive-Surface Walk-Off Mats: Provide mats minimum 36 by 60 inches.
- B. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Owner will provide conditioned interior space for field offices for duration of Project.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
 - 3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return-air grille in system and remove at end of construction. and clean HVAC system as required in Section 017700 "Closeout Procedures."

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - 1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
 - 1. Toilets: Use of Owner's existing toilet facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

- D. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
 - 1. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.
- E. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- C. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
 - 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
 - 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 - 3. Maintain and touch up signs so they are legible at all times.
- D. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."
- F. Existing Elevator Use: Use of Owner's existing elevators will be permitted, provided elevators are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore elevators to condition existing before initial use, including replacing worn cables, guide shoes, and similar items of limited life.
 - 1. Do not load elevators beyond their rated weight capacity.
 - 2. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.
- G. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.

1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.
- H. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

3.4 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.
1. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
 2. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
 3. Indicate methods to be used to avoid trapping water in finished work.
- B. Controlled Construction Period: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
 2. Use temporary or permanent HVAC system to control humidity within ranges specified for installed and stored materials.
 3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
 - a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective and require replacing.
 - b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
 - c. Remove and replace materials that cannot be completely restored to their manufactured moisture level within 48 hours.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Salvaging nonhazardous demolition and construction waste.
2. Recycling nonhazardous demolition and construction waste.
3. Disposing of nonhazardous demolition and construction waste.

B. Related Requirements:

1. Section 011200 "Multiple Contract Summary" for coordination of responsibilities for waste management.
2. Section 024116 "Structure Demolition" for disposition of waste resulting from demolition of buildings, structures, and site improvements.
3. Section 024119 "Selective Demolition" for disposition of waste resulting from partial demolition of buildings, structures, and site improvements.
4. Section 042000 "Unit Masonry" for disposal requirements for masonry waste.
5. Section 044313.13 "Anchored Stone Masonry Veneer" for disposal requirements for excess stone and stone waste.
6. Section 044313.16 "Adhered Stone Masonry Veneer" for disposal requirements for excess stone and stone waste.
7. Section 311000 "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

1.2 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.3 PERFORMANCE REQUIREMENTS

- A. General: Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate disposal, recycling, and salvage of materials.

1. Demolition Waste:

- a. Concrete.
- b. Concrete masonry units.
- c. Insulation.
- d. Gypsum board.
- e. Acoustical tile and panels.
- f. Demountable partitions.
- g. Equipment.
- h. Piping.
- i. Supports and hangers.
- j. Valves.
- k. Mechanical equipment.
- l. Electrical conduit.
- m. Copper wiring.

2. Construction Waste:

- a. Masonry and CMU.
- b. Lumber.
- c. Wood sheet materials.
- d. Wood trim.
- e. Metals.
- f. Roofing.
- g. Insulation.
- h. Carpet and pad.
- i. Gypsum board.
- j. Piping.
- k. Electrical conduit.
- l. Packaging: Regardless of salvage/recycle goal indicated in "General" Paragraph above, salvage or recycle 100 percent of the following uncontaminated packaging materials:
 - 1) Paper.
 - 2) Cardboard.
 - 3) Boxes.
 - 4) Plastic sheet and film.
 - 5) Polystyrene packaging.
 - 6) Wood crates.
 - 7) Plastic pails.

1.4 ACTION SUBMITTALS

- A. Waste Management Plan: Submit plan within 7 days of date established for the Notice of Award.

1.5 INFORMATIONAL SUBMITTALS

- A. Waste Disposal Company: Contactor shall retain a waste disposal service for all refuse related to this scope of work.

1.6 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Waste Management Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to waste management including, but not limited to, the following:
 - 1. Review and discuss waste management plan including responsibilities of waste management coordinator.
 - 2. Review requirements for documenting quantities of each type of waste and its disposition.
 - 3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 - 4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 - 5. Review waste management requirements for each trade.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Owner's Use: Salvage items for Owner's use and handle as follows:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
 - 3. Store items in a secure area until delivery to Owner.
 - 4. Transport items to Owner's storage area on-site as designated by Owner.
 - 5. Protect items from damage during transport and storage.
- B. Equipment:
 - 1. None

3.2 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
 - 1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.
 - 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 - 4. Store components off the ground and protect from the weather.
 - 5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.

3.3 RECYCLING CONSTRUCTION WASTE

- A. Packaging:
 - 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
 - 2. Polystyrene Packaging: Separate and bag materials.
 - 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
 - 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

3.4 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.

- C. Burning: Burning of waste materials is permitted only at designated areas on Owner's property, provided required permits are obtained. Provide full-time monitoring for burning materials until fires are extinguished.
- D. Disposal: Remove waste materials and dispose of at designated spoil areas on Owner's property.
- E. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION 017419

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at final completion.

1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest control inspection.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Construction Manager. Label with manufacturer's name and model number.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Construction Manager's signature for receipt of submittals.
 - 5. Submit testing, adjusting, and balancing records.
 - 6. Submit sustainable design submittals not previously submitted.
 - 7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Advise Owner of pending insurance changeover requirements.
 - 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 3. Complete startup and testing of systems and equipment.
 - 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 - 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
 - 6. Advise Owner of changeover in utility services.
 - 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 - 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 9. Complete final cleaning requirements.

10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment.
2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit final completion photographic documentation.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:

- a. Project name.
 - b. Date.
 - c. Name of Architect and Construction Manager.
 - d. Name of Contractor.
 - e. Page number.
4. Submit list of incomplete items in the following format:
- a. MS Excel electronic file. Architect, through Construction Manager, will return annotated file.
 - b. PDF electronic file. Architect, through Construction Manager, will return annotated file.

1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- D. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
 1. Submit on digital media acceptable to Architect.
- E. Warranties in Paper Form:
 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- F. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
 - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are not planted, mulched, or paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.

- j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
 - p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
 - q. Leave Project clean and ready for occupancy.
- C. Pest Control: Comply with pest control requirements in Section 015000 "Temporary Facilities and Controls." Prepare written report.
- D. Construction Waste Disposal: Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
- 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
 - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 - 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

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F J KINGSBURY
BOILER REPLACEMENT

JUNE 30, 2021

END OF SECTION 017700

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Demolition and removal of selected site elements.
3. Salvage of existing items to be reused or recycled.

B. Related Requirements:

1. Section 011000 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
2. Section 015639 "Temporary Tree and Plant Protection" for temporary protection of existing trees and plants that are affected by selective demolition.
3. Section 017300 "Execution" for cutting and patching procedures.
4. Section 013516 "Alteration Project Procedures" for general protection and work procedures for alteration projects.
5. Section 311000 "Site Clearing" for site clearing and removal of above- and below-grade improvements not part of selective demolition.

1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.3 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.4 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at site.

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For refrigerant recovery technician.

- B. Engineering Survey: Submit engineering survey of condition of building.

- C. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.

- D. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building manager's on-site operations are uninterrupted.
2. Interruption of utility services. Indicate how long utility services will be interrupted.
3. Coordination for shutoff, capping, and continuation of utility services.
4. Use of elevator and stairs.
5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

- E. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Comply with Section 013233 "Photographic Documentation." Submit before Work begins.

- F. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

- G. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.6 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.

1.7 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.8 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. Hazardous materials will be removed by Owner before start of the Work.
 - 2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Hazardous Materials: Present in buildings and structures to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
 - 1. Hazardous material remediation is specified elsewhere in the Contract Documents.
 - 2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
 - 3. Owner will provide material safety data sheets for suspected hazardous materials that are known to be present in buildings and structures to be selectively demolished because of building operations or processes performed there.
- F. Storage or sale of removed items or materials on-site is not permitted.
- G. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.

1.9 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Verify that hazardous materials have been remediated before proceeding with building demolition operations.
- D. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
 - 2. Arrange to shut off utilities with utility companies.
 - 3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 4. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.

- a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
- b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
- c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
- d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
- e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
- f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
- g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.

3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 1. Strengthen or add new supports when required during progress of selective demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.

2. 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. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 4. 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.
 5. Maintain fire watch during and for at least 2 hours after flame-cutting operations.
 6. Maintain adequate ventilation when using cutting torches.
 7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 10. Dispose of demolished items and materials promptly. Comply with requirements in Section 017419 "Construction Waste Management and Disposal."
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Salvaged Items: See Section 017419 "Construction Waste Management and Disposal."
1. Clean salvaged items.
 2. Pack or crate items after cleaning. Identify contents of containers.
 3. Store items in a secure area until delivery to Owner.
 4. Transport items to Owner's storage area on-site designated by Owner.
 5. Protect items from damage during transport and storage.
- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and recycle or dispose of them according to Section 017419 "Construction Waste Management and Disposal."
1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

4. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."

B. Burning: Do not burn demolished materials.

3.6 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.7 SELECTIVE DEMOLITION SCHEDULE

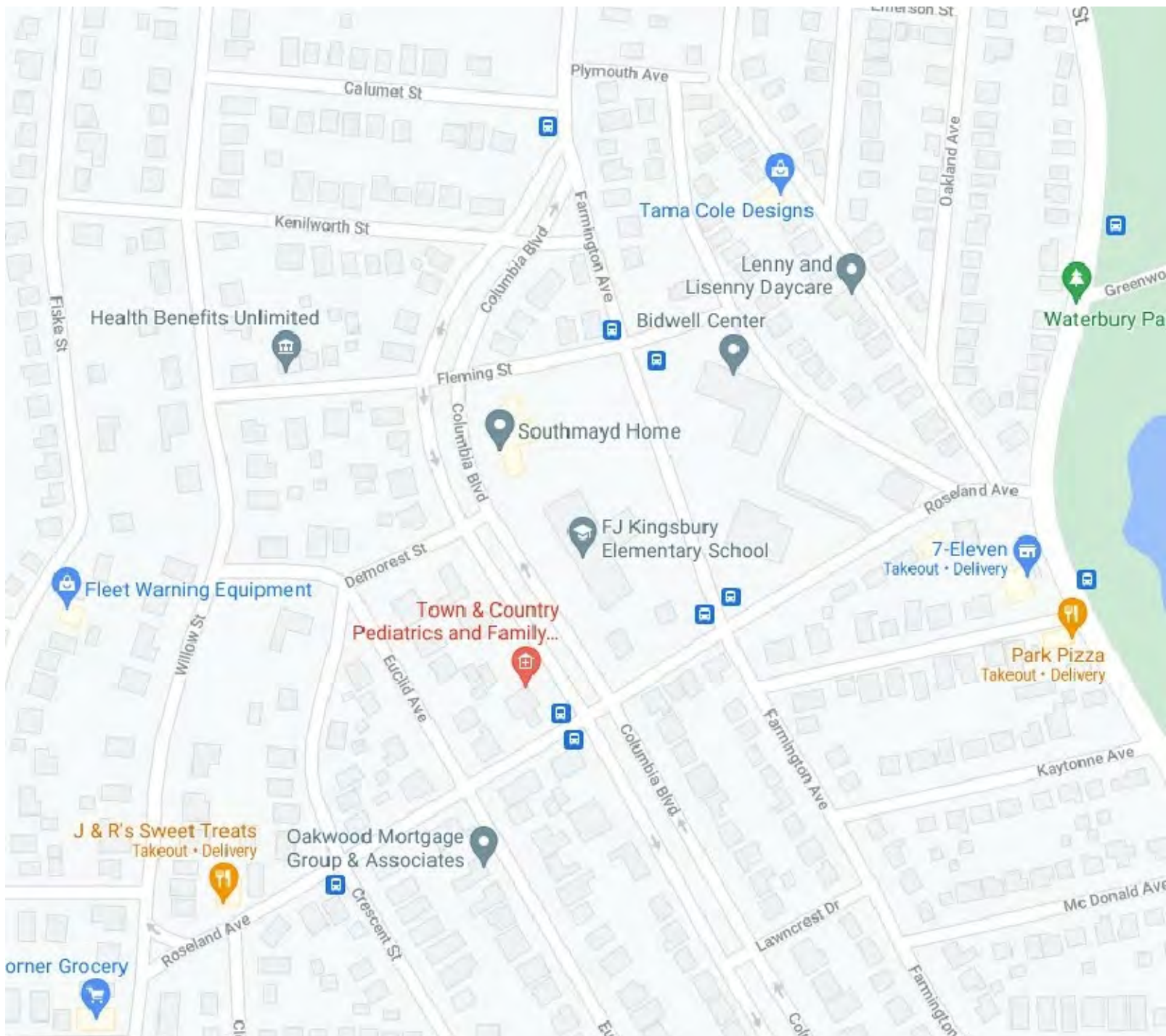
1. Remove and Salvage:
 - a. Owner may remove parts or all of the existing burners. Contractor shall assume their demolition scope includes demolition of burners in their entirety.

END OF SECTION 024119

CITY OF WATERBURY

F J KINGSBURY ELEMENTARY SCHOOL

220 COLUMBIA BLVD
WATERBURY, CT 06710



SITE MAP



ARCHITECTURE
ENGINEERING
ENVIRONMENTAL
LAND SURVEYING

355 Research Parkway
Meriden, CT 06450
(203) 630-1406
(203) 630-2615 Fax

BL PROJECT No. 210896.00

LIST OF DRAWINGS

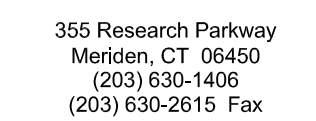
COVER SHEET																					
<div>MECHANICAL/ELECTRICAL</div> <table><tr><td>M0.01</td><td>MECHANICAL GENERAL NOTES, SYMBOLS, LEGENDS, & ABBREVIATIONS</td></tr><tr><td>M0.02</td><td>MECHANICAL SPECIFICATIONS</td></tr><tr><td>M0.03</td><td>MECHANICAL SPECIFICATIONS</td></tr><tr><td>M01.01</td><td>FIRST FLOOR MECHANICAL DEMOLITION PLAN</td></tr><tr><td>M1.01</td><td>FIRST FLOOR MECHANICAL PLAN</td></tr><tr><td>M4.01</td><td>MECHANICAL DETAILS</td></tr><tr><td>M5.01</td><td>MECHANICAL DETAILS AND SCHEDULES</td></tr><tr><td>E0.01</td><td>ELECTRICAL GENERAL NOTES, SYMBOLS, LEGENDS, & ABBREVIATIONS</td></tr><tr><td>E01.01</td><td>FIRST FLOOR ELECTRICAL DEMOLITION PLAN</td></tr><tr><td>E1.01</td><td>FIRST FLOOR ELECTRICAL PLAN</td></tr></table>		M0.01	MECHANICAL GENERAL NOTES, SYMBOLS, LEGENDS, & ABBREVIATIONS	M0.02	MECHANICAL SPECIFICATIONS	M0.03	MECHANICAL SPECIFICATIONS	M01.01	FIRST FLOOR MECHANICAL DEMOLITION PLAN	M1.01	FIRST FLOOR MECHANICAL PLAN	M4.01	MECHANICAL DETAILS	M5.01	MECHANICAL DETAILS AND SCHEDULES	E0.01	ELECTRICAL GENERAL NOTES, SYMBOLS, LEGENDS, & ABBREVIATIONS	E01.01	FIRST FLOOR ELECTRICAL DEMOLITION PLAN	E1.01	FIRST FLOOR ELECTRICAL PLAN
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E1.01	FIRST FLOOR ELECTRICAL PLAN																				

HVAC PIPING LEGEND	
(NOTE: ALL SYMBOLS MAY NOT APPEAR ON DRAWINGS)	
SYMBOL	DESCRIPTION
	T&P VALVE
	PRESSURE GAUGE – 2-1/2" DIAL, W/ 1/4" VALVE
	FLOW SWITCH
	CONSTANT FLOW DEVICE – EQUAL TO GRISWOLD
	POINT OF CONNECTION
— CHS —	CHILLED WATER SUPPLY
— CHR —	CHILLED WATER RETURN
— CWS —	CONDENSER WATER SUPPLY
— CWR —	CONDENSER WATER RETURN
— G —	GAS PIPING
— D —	DRAIN LINE
— () —	FLEXIBLE PIPE CONNECTION
— PR —	PUMPED STEAM CONDENSATE RETURN
— MPS —	MEDIUM PRESSURE STEAM
— HWR —	HOT WATER RETURN
— HWSR —	HOT WATER SUPPLY
	PITCH DOWN IN DIRECTION OF ARROW
	GAS COCK
	THERMOMETER
	COMBINATION PRESSURE & TEMPERATURE TAP (PETE'S PLUG)
	STRAINER WITH BLOW OFF
	UNION OR FLANGED CONNECTION
	OS & Y VALVE
	GATE VALVE
	BUTTERFLY VALVE (WITH (M) = MOTORIZED)
	BALL VALVE (WITH (S) = SOLENOID)
	CHECK VALVE
	BACKFLOW PREVENTER
	PRESSURE RELIEF VALVE
	AUTOMATIC, 2 WAY VALVE
	AUTOMATIC, 3 WAY VALVE
	PUMP

MECHANICAL NOTES	
NEW WORK NOTES	DEMO NOTES
<p>1. THE SUBCONTRACTOR SHALL REQUEST ALL SHUTDOWNS IN WRITING, TWO WEEK PRIOR TO THE SHUTDOWN REQUEST, OF ANY MECHANICAL OR ELECTRICAL SYSTEMS.</p> <p>2. CONTROL VALVES, CONTROL INSTRUMENTATION, WELLS & FITTINGS SHALL BE INSTALLED UNDER THE MECHANICAL SUBCONTRACTOR SCOPE OF WORK. THE MECHANICAL SUBCONTRACTOR SHALL COORDINATE WITH CONTROLS SUBCONTRACTOR FOR LOCATIONS OF ALL CONTROL ACCESSORIES TO BE INSTALLED IN PIPING AND PROVIDE ALL REQUIRED TAPPINGS. CONTROL CONTRACTOR SHALL PROVIDE ALL WELLS.</p> <p>3. REFER TO MANUFACTURERS CERTIFIED DRAWINGS FOR EQUIPMENT DIMENSIONS AND MAINTAIN RECOMMENDED CLEARANCES.</p> <p>4. WHEN WORKING IN AND AROUND THE EXISTING BUILDING, EXTREME CARE SHALL BE EXERCISED WITH REGARD TO PROTECTION OF THE EXISTING STRUCTURE AND ELECTRICAL SERVICES WHICH WILL REMAIN, REPAIR, REPLACE, OR RESTORE TO THE SATISFACTION OF THE CONTRACTOR. ALL EXISTING WORK DAMAGED IN THE PERFORMANCE OF DEMOLITION AND/OR NEW WORK.</p> <p>5. ALL EXISTING WALLS, CEILINGS, ROOF, FLOORS AND OTHER FINISHED SURFACES DAMAGED OR MODIFIED SHALL BE REPAIRED TO MATCH ADJACENT UNDISTURBED AREA. PATCH AND REPAIR SHALL MATCH EXISTING ADJACENT SURFACES AS TO THICKNESS, TEXTURE, MATERIALS AND COLOR. ALL ABANDONED OPENINGS SHALL BE PATCHED AND REPAIRED TO MATCH ADJACENT UNDISTURBED AREA.</p> <p>6. ALL EXPOSED PIPING SHALL BE PROPERLY ATTACHED TO WALLS OR ON ROOF SUPPORTS AS REQUIRED. CONCEALED PIPING ABOVE SUSPENDED CEILINGS SHALL BE ATTACHED TO THE STRUCTURE AND NOT TO EXISTING CEILINGS.</p> <p>7. REFER TO ELECTRICAL DEMOLITION DRAWINGS FOR COMPLETE SCOPE OF WORK. TAKE CAUTION IN DEMOLITION OF MECHANICAL EQUIPMENT. ALL MECHANICAL INSTALLATIONS SHALL COMPLY WITH LOCAL AND STATE CODES.</p> <p>8. SUB-CONTRACTOR SHALL REMOVE ALL PIPING, VENTING, AND EQUIPMENT INDICATED ON DRAWINGS INCLUDING ALL HANGERS, DAMPERS, WIREMOLD, WIRING CONTROLS, TSTATS, ETC. ASSOCIATED W/ EACH PIECE OF EQUIPMENT. MECHANICAL EQUIPMENT SHALL NOT BE ABANDONED IN PLACE.</p> <p>9. WHERE EXISTING ITEMS PENETRATE A WALL, ROOF & FLOOR, SUB-CONTRACTOR SHALL INFILL PENETRATIONS THROUGH WALL/ROOF W/ LIKE MATERIALS. REFER TO ARCHITECTURAL PLANS FOR WALL, FLOOR TYPES. PATCH & REPAIR TO MATCH SURROUNDING SURFACES INCLUDING PAINT.</p> <p>10. WHERE INDICATED, PIPING OR PORTIONS OF PIPING SHALL BE REUSED. REFER TO DRAWINGS PLANS FOR POINTS OF CONNECTIONS. FIELD VERIFY EXISTING CONDITIONS.</p> <p>11. ALL PIPE AND/OR EQUIPMENT TO BE DEMOLISHED IS MARKED WITH AN "X" OR AS NOTED.</p> <p>12. PROTECT EXISTING FINISHES, FLOORS, SURFACES, CEILING TILES, CEILING GRID, ETC. DURING THE DEMOLITION PROCESS. REINSTATE CEILING GRID AND TILES OR REPLACE AND REINSTALL CEILING GRID AND TILES IF DAMAGED AND REPAIR OTHER DAMAGED SURFACES PRIOR TO COMPLETION OF WORK.</p> <p>13. SUB-CONTRACTOR SHALL PROVIDE ALL LABOR AND MATERIALS REQUIRED TO TRACE ALL EXISTING AND RELATED PIPING AND CONTROL SYSTEMS IN WORK AREAS AND OUTSIDE AREAS PRIOR TO WORK.</p> <p>14. COORDINATE EXACT LOCATION OF ALL NEW EQUIPMENT WITH OTHER TRADES AND ELECTRICAL CONDUITS. ALSO, SUB-CONTRACTOR SHALL COORDINATE WITH OWNER SUPPLIED AND INSTALLED EQUIPMENT. NO EXTRAS SHALL BE AWARDED FOR REVISIONS CAUSED BY LACK OF COORDINATION.</p> <p>15. EXACT CONDITIONS TO BE VERIFIED IN THE FIELD DUE TO AREAS BEING INACCESSIBLE. DESIGN WAS BASED ON EXISTING DESIGN DRAWINGS AND LIMITED SURVEY. SUB-CONTRACTOR SHALL VISIT THE SITE TO VERIFY THE CONSTRUCTION CONDITIONS BEFORE FABRICATION.</p> <p>16. DRAWINGS ARE DIAGNOSTIC, THEREFORE DETERMINE EXACT LOCATIONS OF SYSTEMS/COMPONENTS IN FIELD USING FIELD CONDITIONS.</p> <p>17. SUB-CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND FOLLOWING OWNERS RULES AND STANDARDS PRIOR TO WORK AND COMPLETION OF PROJECT.</p> <p>18. ALL EXISTING EQUIPMENT AND NEW EQUIPMENT, DUCTS AND PIPING PENETRATING THE NEW FIRE RATED WALLS TO BE FIRE SEALED.</p> <p>19. SUB-CONTRACTOR SHALL ROUTE PIPING (AND DUCTWORK, AS APPLICABLE) AS HIGH AS POSSIBLE TO MAINTAIN MAXIMUM CLEARANCE ALLOWABLE.</p>	<p>1. CAREFULLY CHECK SPACE REQUIREMENTS AND UTILITIES TO INSURE ALL EQUIPMENT CAN BE INSTALLED IN THE SPACE ALLOTTED THERE TO AND COORDINATE ALL NECESSARY UTILITY SERVICE REQUIREMENTS. THE INSTALLATION OF NEW WORK WILL REQUIRE A PHASED INSTALLATION SEQUENCE. COORDINATE, PROTECT AND SCHEDULE WORK WITH WORK OF OTHER TRADES IN ACCORDANCE WITH THE REQUIRED CONSTRUCTION SCHEDULE.</p> <p>2. COORDINATE THE REMOVAL OF MECHANICAL EQUIPMENT WITH NEW WINDOWS SUBCONTRACTOR. ABRASIVE FOR WEATHERPROOF COVERING WHERE EQUIPMENT REMOVAL LEAVES AN OPENING PENETRATION IN AN EXISTING WINDOW. SEAL ALL WALL OR FLOOR PENETRATIONS.</p> <p>3. COMPILE A LIST OF MECHANICAL EQUIPMENT TO BE REMOVED. MAKE NOTATION AS TO CONDITION OF EQUIPMENT AND SUBMIT THE LIST TO THE OWNER. PLACE ALL EQUIPMENT IN A CENTRAL LOCATION AS DIRECTED BY THE OWNER. IT WILL BE THE OWNERS DECISION TO KEEP THE EQUIPMENT OR HAVE THE SUBCONTRACTOR DISPOSE OF IT.</p>

ABBREVIATIONS	
(NOTE: ALL ABBREVIATIONS MAY NOT APPEAR ON DRAWINGS)	
A	Amperes, Ampere
ABS	ABS
ABC	Above Counter
ABW	Above
A/C	Air Conditioning
AC	Alternating Current
ADJ	Adjust
AF	Amp Frame
AFF	Above Finish Floor
AFB	Above Finish Grade
AHU	Air Handling Unit
AMP	Amperes interrupting Capacity
AMB	Ambient
AT	Amp Trip
AUX	Auxiliary, Auxiliaries
AV	Air Vast
BLDG	Building
BTU	British Thermal Unit
BTUH	British Thermal Unit Per Hour
C	Conduit
CAT	Catalogue
CB	Circuit Breaker
CD	Condensate Drain
CF	Cubic Feet Per Hour
CFM	Cubic Feet Per Minute
CHW	Chilled Water Return
CHS	Chilled Water Supply
C	Cast Iron
CKT	Circuit
CL	Celling
CO	Clean Out
COL	Column
COMM	Communication
CONC	Concrete
CONN	Connect
CONST	Construction
CONT	Continuous
CONTR	Contractor
COP	Coefficient Of Performance
CR	Cord Reader
CT	Cooling Return
CU	Current Transformer
CW	Condensing Unit
CVO	Cold Water Valved Opening
CW	Cold Water
CWR	Condenser Water Return
CWS	Condenser Water Supply
D	Depth
DB	Dry Bulb
DC	Direct Current
DFU	Drainage Fixture Units
DI	Diameter
DFF	Diffuser
DN	Down
DS	Downspout
DTB	Detail
DWG	Drawing
E	Each
EAT	Entering Air Temperature
EC	Electrical Contractor
EDH	Electric Duct Heater
EEER	Energy Efficiency Ratio
EL	Elevation
ELEC	Electrical
ELEV	Elevator
EMER	Emergency
EQ	Equal
EQUIP	Equipment
ESP	External Static Pressure
EW	Exhaust Water Temperature
EXH	Exhaust
EXIST	Existing
EXP	Expansion
F	F Degrees Fahrenheit
FA	Fire Alarm
FA	Free Air
FCU	Fan Coil Unit
FD	Fire Ramp
FD	Floor Drain
FR	Feeder
FF	Finish Floor
FIXT	Fixture
FL	Flow Line
FLUOR	Fluorescent
FN	Full Neutral
FM	Feet Per Minute
FPH	Fan Powered VAV Terminal Unit
FPS	Fused Switch
FT	Feet
F/A	From Above
F/B	From Below
G	Ground
GA	Gauge
GAL	Gallons
GALV	Galvanized
GZ	General Contractor
GEN	Generator
GFI	Ground Fault Interrupter
GFCI	Ground Fault Circuit Interrupter
GPH	Gallons Per Hour
GPM	Gallons Per Minute
H	Height
HD	Head
HORIZ	Horizontal
HP	Horsepower
HTG	Heating
HVAC	Heating, Ventilation, & Air Conditioning
HWC	Hot Water Recirculation (Domestic)
HWR	Hot Water Return
HW	Hot Water Supply
IG	Isolated Ground
I	Inches
I.N.C.	Inches Water Column
INCAND	Incandescent
K	Kiloamperes
KWA	Kilowatt Amperes
KW	Kilowatt
KWH	Kilowatt - Hour
L	Length
LAT	Leaving Air Temperature
LBT	Latent (BTU)
LB	Pounds (Weight)
LN	Line Foot
LF	Lighting
LWT	Leaving Water Temperature
MA	Mill Amperes
MAX	Maximum
MBTUH	Thousand British Thermal Unit Per Hour
MCB	Main Circuit Breaker
MCC	Motor Control Center
MCF	Thousand Cubic Feet
MCM	Thousand Circular Mils
MECH	Mechanical
MIC	Microphone
MIN	Minimum
MISC	Miscellaneous
MTD	Mounted
MTG	Mounting
MTL	Metal
MTR	Motor
MRZD	Motorized
MV	Manual Volume Damper
NA	Not Applicable
N	Normally Closed
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NIC	Not In Contract
NO	Normally Open
NR	Number
OA	Outside Air
OBD	Opposed Blade Damper
On Gen	On Generator
OD	Outside Diameter
ODS	Overhead Downspout
Q	Quartz
P	Poles
PE	Phase-Electric
PIB	Pressure Drop
PERF	Perforated
PF	Power Factor
PH	Phase
PLBG	Plumbing
PNL	Panel
PSI	Pounds Per Square Inch
PSIA	Pounds Per Square Inch-Absolute
PSG	Pounds Per Square Inch-Gauge
PVC	Polyvinyl Chloride
PWR	Power
QTY	Quantity
R/A	Return Air
RCP	Reflected Ceiling Plan
RCP	Refranced Concrete Pipe
REC	Receptacle
REF	Reference
REFR	Refrigerator
REQ'D	Required
RLA	Running Load Amps
RM	Room
RMS	Root Mean Squared
RFM	Requirement
ROMT	Requirement
RT	Raintight
RTU	Roof Top Unit
SA	Supply Air
SD	Storm Drain
SEER	Seasonal Energy Efficiency Ratio
SENS	Sensitive (BTU)
SFU	Supply Fixture Unit
SH	Sheet
SHT MTL	Sheet Metal
SP	Static Pressure
SPES	Specifications
SPKR	Speaker
SQ	Square
SQFT	Square Feet
SS, SAN	Sanitary Sewer
ST	Stand
STD	Standard
SURF	Surface
SW	Switch

HVAC LEGEND		
(NOTE: ALL SYMBOLS MAY NOT APPEAR ON DRAWINGS)		
SINGLE LINE	DESCRIPTION	DOUBLE LINE
	OS & Y VALVE	
	VALVE	
	BUTTERFLY VALVE (WITH (M) = MOTORIZED)	
	BALL VALVE (WITH (S) = SOLENOID)	
	CHECK VALVE	
	PRESSURE RELIEF VALVE	
	AUTOMATIC, 2 WAY VALVE	
	AUTOMATIC, 3 WAY VALVE	
	EXISTING PIPE	
	NEW PIPE	
	REMOVE EXISTING PIPING & EQUIPMENT	
	90° ELBOW DOWN	
	90° ELBOW UP	
	ROUND RADIUS ELBOW	
	45° ELBOW	
	90° ELBOW DOWN	
	90° ELBOW UP	
	RECTANGULAR RADIUS ELBOW	
	RECTANGULAR ELBOW WITH TURNING VANES	
	BRANCH TAKE-OFF WITH RADIUS HEEL & EXTRACTOR	
	REDUCER, ECCENTRIC	
	REDUCER, CONCENTRIC	
	NEW SUPPLY AIR DIFFUSER	
	EXISTING SUPPLY AIR GRILLE	
	NEW RETURN GRILLE	
	NEW EXHAUST GRILLE	
	LINED DUCTWORK	
	SUPPLY DUCT	
	RETURN DUCT	
	EXHAUST DUCT	
	ROUND DUCT SIZE	
	FLEXIBLE DUCT CONNECTION	
	EXISTING DUCT	
	NEW DUCT	
	REMOVE EXISTING DUCTWORK	
	MANUAL VOLUME DAMPER	
	MOTORIZED DAMPER	
	BAROMETRIC DAMPER	
	DIRECTION OF RETURN AIR	
	SUPPLY AIR DIRECTION	
	THERMOSTAT, REMOTE SENSOR	
	POINT OF CONNECTION	
	POINT OF DISCONNECTION	
	VARIABLE FREQUENCY DRIVE	
	MOTOR	
ETR	EXISTING TO REMAIN	
R	REMOVE ITEM	
NL	NEW LOCATION	
N	NEW ITEM	
RL	RELOCATE EXISTING	



CT REGISTERED
PROFESSIONAL ENGINEER

URY ELEMENTARY SCHOOL
220 COLUMBIA BLVD
WATERBURY, CT 06710

REVISIONS	Date	Desc.
No.		
Designed		BR
Drawn		RO
Checked		GR
Approved		GR
Scale		AS NOTED
Project No.		2100986.00
Date		06/17/2022
CAD File:		

Title
MECHANICAL
GENERAL NOTES,
SYMBOLS, LEGEND
AND ABBREVIATION

Sheet No. _____

M0.01

GENERAL

THE WORK INCLUDES ALL LABOR, MATERIALS, EQUIPMENT, AND SERVICES NECESSARY TO COMPLETE THE WORK AS SHOWN ON THE DRAWINGS AND SPECIFIED HEREIN.

MATERIAL AND EQUIPMENT QUALIFICATIONS

ALL MATERIALS AND APPARATUS REQUIRED FOR THE WORK, EXCEPT AS OTHERWISE SPECIFICALLY INDICATED, SHALL BE NEW AND REQUIRE APPROVAL BY THE CONTRACTOR. WHERE NO SPECIFIC MAKE OF MATERIAL, APPARATUS OR APPLIANCE IS MENTIONED, ANY FIRST-CLASS PRODUCT MADE BY A REPUTABLE MANUFACTURER MAY BE SUBMITTED FOR CONTRACTOR REVIEW AND APPROVAL.

SUBCONTRACTOR SHALL REVIEW ALL OTHER TRADES SCOPE OF WORK, SEQUENCE OF OPERATIONS PRIOR TO MATERIAL AND EQUIPMENT SUBMITTALS.

EXISTING CONDITIONS FIELD SURVEY

SUBCONTRACTOR SHALL VISIT SITE TO BECOME THOROUGHLY FAMILIAR WITH EXISTING CONDITIONS AND THEIR EFFECT ON THE WORK. BEFORE COMMENCING WORK EXAMINE EXISTING ADJOINING WORK ON WHICH THE NEW WORK IS IN ANY WAY DEPENDANT FOR PROPER INSTALLATION, OPERATION AND SERVICE AND REPORT ANY DISCREPANCIES WHICH WOULD INHIBIT THE PROPER INSTALLATION OF NEW WORK.

COORDINATION

COORDINATE THE WORK WITH WORK OF OTHER TRADES AND FIELD CONDITIONS. CAREFULLY CHECK SPACE REQUIREMENTS AND UTILITIES TO INSURE ALL EQUIPMENT CAN BE INSTALLED IN THE SPACES ALLOTTED THERETO AND COORDINATE ALL NECESSARY UTILITY SERVICE REQUIREMENTS. THE INSTALLATION OF NEW WORK MAY REQUIRE A PHASED INSTALLATION SEQUENCE. COORDINATE, PROTECT AND SCHEDULE WORK WITH WORK OF OTHER TRADES IN ACCORDANCE WITH THE REQUIRED CONSTRUCTION SCHEDULE.

INSTALL ALL WORK IN ACCORDANCE WITH EQUIPMENT MANUFACTURERS INSTALLATION INSTRUCTIONS.

FIRESTOPPING

FIRESTOPPING SHALL BE PROVIDED AT ALL PENETRATIONS THROUGH FIRE-RESISTANCE RATED WALL, FLOOR AND ROOF CONSTRUCTION CONTAINING CABLES, PIPES, DUCTS, CONDUITS AND OTHER PENETRATING ITEMS.

WATER QUALITY AND WATER QUALITY CONTROL

PROVIDE CHEMICAL TREATMENT FOR BOILER START UP AND "BURN IN". INITIAL CHEMICAL TREATMENT SHALL BE DONE IN THE PRESENCE OF AND UNDER THE SUPERVISION OF A WATER QUALITY CONTRACTOR SPECIALIZING IS THIS TYPE OF WORK. ALL CHEMICALS FOR BOILER "BURN IN" SHALL BE PROVIDED BY THIS WATER QUALITY CONTRACTOR.

PROVIDE TWO DOUBLE WALL CHEMICAL FEED TANKS TO STORE MIXED CHEMICAL TREATMENT. EACH TANK SHALL HAVE A DEDICATED CHEMICAL FEED PUMP THAT SHALL BE INTERLOCKED WITH EACH BOILER FEED PUMP. SYSTEM SHALL BE SIZED, DESIGNED, AND SERVICED BY A WATER QUALITY CONTRACTOR SPECIALIZING IN WATER QUALITY MONITORING AND CHEMICAL TREATMENT.

WATER QUALITY SHALL BE MONITORED ON A MONTHLY BASIS FOR A PERIOD OF ONE YEAR UNDER THE MECHANICAL CONTRACTORS WARRANTY. AFTER THAT WARRANTY PERIOD IS OVER, THE CONTRACT FOR WATER QUALITY MONITORING AND CONTROL SHALL BE TURNED OVER TO THE BUILDING OWNER.

MECHANICAL SPECIFICATIONS

DUCTWORK

ALL DUCTWORK SHALL BE CONSTRUCTED FROM GALVANIZED STEEL (G-90) SHEETS UNLESS OTHERWISE NOTED ON DRAWINGS. ALL DUCTWORK SHALL CONFORM TO CONSTRUCTION DETAILS IN THE LATEST EDITION OF THE SMACNA HVAC MANUALS AND NFPA 90A AS APPLICABLE. ALL DUCTWORK SHALL BE CONSTRUCTED FOR A MINIMUM OF 1" PRESSURE CLASSIFICATION. ALL DUCT SIZES SHOWN ARE CLEAR INSIDE DIMENSIONS.

BREECHING AND STACKS

COMPLY WITH NFPA 211 "STANDARD FOR CHIMNEYS, FIREPLACES, VENTS AND SOLID FUEL BURNING APPLIANCES"

CATEGORY-II, III, IV (CONDENSING 0 TO NEGATIVE OR POSITIVE PRESSURE APPLIANCE AND NON-CONDENSING POSITIVE PRESSURE APPLIANCE)

VENTING MATERIAL SHALL BE IN ACCORDANCE WITH MANUFACTURERS MANUFACTURERS VENTING GUIDELINES, SS OR POLY-PRO. ALL COMMON VENTING SYSTEMS SHALL BE "ENGINEERED VENTING SYSTEMS" DESIGNED BY THE VENTING MANUFACTURER IN ACCORDANCE WITH THE EQUIPMENT MANUFACTURERS VENTING REQUIREMENTS.

FLUE MATERIAL: POLY-PRO OR AL29-4C SUPERFERRITIC STAINLESS STEEL (OR MANUFACTURER APPROVED VENTING MATERIAL) CASING MATERIAL: 0.018" THICK ALUMINIZED STEEL (OR MANUFACTURER APPROVED VENTING MATERIAL)

FURNISH WITH FACTORY FITTINGS AND ACCESSORIES INCLUDING TEES, ELBOWS, INCREASERS, DRAFT HOOD, EXPANSION JOINTS, FIRE STOP, SPACERS, STORM COLLAR, CAP AND APPLIANCE CONNECTOR SHALL BE PRODUCTS OF A SINGLE MANUFACTURER TO ASSURE COMPATIBILITY. WHEN BAROMETRIC DAMPER IS TO BE UTILIZED WITH THE CHIMNEY, THE CHIMNEY MANUFACTURER SHALL PROVIDE THE NECESSARY FITTINGS TO ENABLE ITS INSTALLATION.

ACCEPTABLE MANUFACTURERS: SELKIRK METALBESTOS, METAL FAB, AMPCO, DURAVENT, OR APPROVED EQUAL.

ABOVE GROUND PIPING

COMPLY WITH THE ASME STANDARD 31.9 "BUILDING SERVICES PIPING", ANSI STANDARD B31.1 STANDARD FOR "POWER PIPING", AND B16.5 FOR WELDING. STEAM AND CONDENSATE PIPING SHALL COMPLY WITH BOCA OR UNIFORM MECHANICAL CODE WHERE APPROPRIATE. GAS PIPING SHALL COMPLY WITH NFPA 54 "NATIONAL FUEL GAS CODE".

PIPE AND TUBING MATERIALS, FITTING AND JOINTS

COPPER TUBING: ASTM B-88W TYPE L, WITH WROUGHT COPPER FITTINGS ANSI B16.22, SOLDER JOINTS ASTM B32 95-5 TIN-ANTIMONY, VIEGA PRO-PRESS MECHANICAL PRESS FITTINGS, OR THE VICTAULIC COPPER TUBE SYSTEM FOR 2" AND LARGER UTILIZING STYLE 607 COPPER TUBE SIZE COUPLING AND GRADE EHP EPDM GASKET. MECHANICAL

STEEL PIPING: ASTM A-53 GRADE B, SCHEDULE 40, BLACK STEEL PIPE WITH CAST IRON THREADED FITTINGS ANSI B16.4 CLASS 125 MALLEABLE IRON THREADED FITTINGS ANSI B16.3 CLASS 150, STEEL WELDING FITTINGS ASTM A234, FLANGED FITTINGS ASTM B16.5., VIEGA MEGA-PRESS MECHANICAL PRESS FITTINGS, OR VICTAULIC MECHANICAL CONNECTIONS (ROLL GROOVED) JOINTS IN ACCORDANCE WITH MANUFACTURERS INSTALLATION INSTRUCTIONS.

MECHANICAL COUPLINGS FOR GROOVED PIPING STEEL SYSTEMS:

- RIGID: VICTAULIC STYLE 107H (8" AND SMALLER), STYLE 07 (10" AND 12") AND STYLE W07 (14" AND LARGER)
- FLEXIBLE: VICTAULIC STYLE 177 (8" AND SMALLER), STYLE 77 (10" AND 12") AND STYLE W77 (14" AND LARGER)
- GASKETS: GRADE EHP EPDM (8" AND SMALLER), GRADE E EPDM (10" AND 12") AND GRADE E FLUSHSEAL EPDM (14" AND LARGER)
- FLANGE ADAPTERS: VICTAULIC STYLES 741/W741 FOR DIRECT CONNECTION TO CL 125/150 FLANGED COMPONENTS. STYLE 743 FOR DIRECT CONNECTION TO CL 300 FLANGED COMPONENTS.

COMPLY WITH THE FOLLOWING PIPE AND FITTING SCHEDULES.

PIPE SCHEDULE

SERVICE	MATERIAL	TYPE	WEIGHT
CHILLED/HOT/CONDENSER WATER			
2 INCH AND UNDER	COPPER	HARD DRAWN, TYPE L	
2.5 INCH TO 10 INCH	STEEL	BLACK	SCH. 40
12 INCH AND LARGER	STEEL	BLACK	STANDARD
CHILLED WATER RUNOUTS TO AIR OR TERMINAL UNITS	STEEL, COPPER	BLACK, HARD DRAWN TYPE L	
DRAINS	STEEL, COPPER	BLACK, HARD DRAWN TYPE L	
CONDENSATE DRAIN RUNOUTS	COPPER	HARD DRAWN, TYPE L	
DOMESTIC WATER	COPPER	HARD DRAWN, TYPE L	
REFRIGERANT RELIEF PIPING	STEEL	BLACK	SCH. 40
REFRIGERANT PIPING	COPPER	ACR	
STEAM (LP), 2 INCH AND UNDER	STEEL	BLACK	SCH. 40
STEAM (LP), 2.5 INCH AND LARGER	STEEL	BLACK	SCH. 40
STEAM CONDENSATE	STEEL	BLACK	SCH. 40
NATURAL GAS PIPING	STEEL	BLACK	SCH. 40
FUEL OIL PIPING	STEEL	BLACK	SCH. 40

PIPE FITTING SCHEDULE

SERVICE	MATERIAL	TYPE	WEIGHT
CHILLED/HOT/CONDENSER WATER			
2 INCH AND UNDER	CAST IRON,	SCREW, PRESS	125 POUNDS
2.5 INCH AND LARGER	STEEL	WELDED, MECHANICAL	STANDARD
CHILLED WATER RUNOUTS TO AIR OR TERMINAL UNITS	CAST IRON, WROUGHT,	SCREW, SOLDER, PRESS	125 POUNDS
DRAINS	STEEL, WROUGHT, COPPER	GALV. SOLDER, MECHANICAL, PRESS	125 POUNDS, STANDARD
CONDENSATE DRAIN RUNOUTS	WROUGHT	SOLDER, PRESS	STANDARD
DOMESTIC WATER	WROUGHT	SOLDER, MECHANICAL, PRESS	STANDARD
REFRIGERANT RELIEF PIPING	STEEL, COPPER	SCREW, SOLDER	STANDARD
STEAM (LP), 2 INCH AND UNDER	CAST IRON	SCREW	150 POUNDS
STEAM (LP), 2.5 INCH AND LARGER	STEEL	WELDED, MECHANICAL	STANDARD
STEAM CONDENSATE	CAST IRON	SCREW	150 POUNDS
NATURAL GAS PIPING	MALEABLE IRON	PRESS	150 POUNDS
FUEL OIL PIPING	STEEL	WELDED, MECHANICAL	STANDARD

COMPLY WITH MSS-90 REQUIREMENTS FOR SUPPORT OF PIPING AND INTERNATIONAL BUILDING CODE (IBC).

PIPE HANGER SPACING AND SUPPORT LOADING SHALL BE IN ACCORDANCE WITH ASME / ANSI B31.9 REQUIREMENTS. WHERE CONCENTRATED LOADS OF VALVES, FITTINGS AND COMPONENTS OCCUR SPACE HANGARS CLOSER AS NECESSARY BASED ON THE WEIGHT TO BE SUPPORTED AND THE MAXIMUM RECOMMENDED LOADS FOR THE HANGER SUPPORT SYSTEM.

PIPE HANGARS SHALL BE OF THE CLEVIS TYPE.

ON VICTAULIC INSTALLATIONS, STYLE 017H, 07 AND W07 RIGID COUPLINGS MAY BE USED ON IPS STEEL PIPING SYSTEMS, WHICH MEET THE SUPPORT AND HANGING REQUIREMENTS OF ASME B31.1, B31.3 AND B31.9. STYLE 607 COUPLINGS MAY BE USED ON COPPER TUBING SYSTEMS, WHICH MEET THE SUPPORT AND HANGING REQUIREMENTS OF ASMB B31.9

HYDRO STATICALLY TEST PIPING IN ACCORDANCE WITH ANSI B31.9 REQUIREMENTS AT 1-1/2 TIMES SYSTEM WORKING PRESSURE.

VALVES -- GENERAL USE

VALVES SHALL BE RATED MINIMUM 125 PSIG WORKING STEAM PRESSURE (WSP) OR 200 PSIG WATER/OIL/GAS (WOG) AND 250 DEG F OR 1.5 TIMES ACTUAL SYSTEM WORKING PRESSURE.

GATE AND GLOBE VALVES 2" AND SMALLER MSS SP-80 CLASS 150 FOR HOT WATER SERVICE.

GATE AND GLOBE VALVES 2-1/2" AND LARGER MSS SP-70 CLASS 125 ASTM A 126 CLASS B WITH CAST IRON BODY, FLANGED ENDS OR VICTAULIC FOR HOT WATER SERVICE.

BALL VALVES 150 PSIG WSP, 400 PSIG WOG, ASTM B26, BRONZE BODY WITH THREADED ENDS FOR HOT WATER SERVICE.

PLUG VALVES 2" AND SMALLER 150 PSIG WOG BRONZE ASTM B62 BODY WITH THREADED ENDS 2-1/2" AND LARGER MSS SP-78 175 PSIG WOG STEEL OR DUCTILE IRON BODY FLANGED OR GROOVED ENDS.

BUTTERFLY VALVES 2-1/2" AND LARGER, MSS SP-67, 200 PSIG WOG, CAST IRON BODY ASTM A 126, CLASS B, LUG TYPE, EPDM SLEEVE, ALUMINUM BRONZE DISC, STAINLESS STEEL STEM, LEVER OPERATOR WITH LOCKING QUADRANT THROUGH 6: AND GEAR HANDWHEEL OPERATORS WITH POSITION INDICATOR 8" AND LARGER.

BUTTERFLY VALVES 2-1/2" AND LARGER FOR GROOVED PIPING SYSTEMS, MSS SP-67, 300 PSIG CWP, DUCTILE IRON BODY ASTM A536, EPDM SEAT RATED FOR UP TO 250F CONTINUOUS DUTY (FOR 12" AND SMALLER) AND UP TO 230F CONTINUOUS DUTY (14" AND LARGER), DUCTILE IRON OFFSET DISC, STAINLESS STEEL STEM, LEVER OPERATOR WITH LOCKING QUADRANT THROUGH 6: AND GEAR HANDWHEEL OPERATORS WITH POSITION INDICATOR 8" AND LARGER. VICTAULIC MASTERSEAL OR AGS VIC-300.

CHECK VALVES (WAFFER OR LIFT AS NOTED) 2" AND SMALLER MSS SP-80 CLASS 125 BRONZE BODY ASTM B26, 2+ AND LARGER MSS SP-71 CLASS 125 CAST IRON BODY ASTM A126 CLASS B.

CHECK VALVES (LIFT OR SPRING-ASSISTED SWING) FOR GROOVED PIPING SYSTEMS 2: AND LARGER, MSS SP-71, 300 PSIG CWP DUCTILE IRON BODY ASTM A536. VICTAULIC STYLE 716H, 779, W715 OR 712.

VALVE APPLICATION: (WHERE SPECIFIC VALVE TYPES ARE NOT INDICATED ON THE DRAWINGS THE FOLLOWING REQUIREMENTS SHALL APPLY)

SHUT OFF DUTY: GATE, BALL BUTTERFLY THROTTLING DUTY: GLOBE, PLUG, BUTTERFLY (ONLY WHERE INDICATED ON THE DRAWINGS)

ACCEPTABLE VALVE MANUFACTURERS: MILWAUKEE, CRANE, NIBCO, VICTAULIC (GROOVED), ANVIL, GRULOCK, APOLLO, STOCKHAM, OR CONTRACTOR APPROVED EQUAL.

FLEXIBLE CONNECTORS:

THREE (3) VICTAULIC FLEXIBLE COUPLING STYLE 177/77/W77 MAY BE USED IN LIEU OF EACH FLEXIBLE CONNECTOR ON MAJOR EQUIPMENT FOR VIBRATION ATTENUATION. COUPLINGS SHALL BE PLACED IN CLOSE PROXIMITY TO THE VIBRATING SOURCE.

PRESSURE GAUGES

TYPE: GENERAL USE, ASME B40.1, GRADE A, PHOSPHOR BRONZE BOURDON -- TUBE TYPE, BOTTOM CONNECTION. 4-1/2" DIAMETER

SELECT 2 TIMES OPERATING PRESSURE ±1% OF RANGE SPAN

ACCEPTABLE MANUFACTURERS: WEISS INSTRUMENTS, INC., OR EQUAL OR CONTRACTOR APPROVED EQUAL.

THERMOMETERS, GENERAL

SCALE RANGE: TEMPERATURE RANGES FOR SERVICES LISTED AS FOLLOWS:

- CONDENSER WATER: 0 TO 160 DEG F, WITH 2-DEGREE SCALE DIVISIONS
- CHILLED WATER: 0 TO 100 DEG F, WITH 2-DEGREE SCALE DIVISIONS
- HOT WATER: 0 TO 250 DEG F, WITH 2- DEGREE SCALE DIVISIONS

ACCURACY: PLUS OR MINUS 1 PERCENT OF RANGE SPAN OR PLUS OR MINUS ONE SCALE DIVISION TO MAXIMUM OF 1.5 PERCENT RANGE SPAN.

MANUFACTURER: WEISS INSTRUMENTS, INC., OR CONTRACTOR APPROVED EQUAL.

THERMOMETER WELLS

DESCRIPTION: FITTING WITH PROTECTIVE WELL FOR INSTALLATION IN THREADED PIPE FITTING TO HOLD TEST THERMOMETER.

- MATERIAL: STAINLESS STEEL, FOR USE IN STEEL PIPING.
- EXTENSION-NECK LENGTH: NOMINAL THICKNESS OF 2 INCHES THICKNESS OF INSULATION. OMIT EXTENSION NECK FOR WELLS FOR PIPING NOT INSULATED.
- INSERTION LENGTH: TO EXTEND TO CENTER OF PIPE.
- CAP: THREADED, WITH CHAIN PERMANENTLY FASTENED TO SOCKET.
- HEAT-TRANSFER FLUID: OIL OR GRAPHITE.

MANUFACTURER: WEISS INSTRUMENTS, INC. OR CONTRACTOR APPROVED EQUAL.

SYSTEM IDENTIFICATION

COMPLY WITH ANSI A 13.1 FOR LETTERING SIZE, COLOR FIELD, COLORS AND VIEWING ANGLES AND COORDINATE WITH OWNERS EXISTING IDENTIFICATION TAGGING SYSTEM. PAINT PIPING/INSULATION PER OWNERS STANDARDS.

IDENTIFICATION MATERIALS:

- PIPING -- SNAP-ON TYPE PLASTIC
- DUCTWORK -- PLASTIC STICK-ON TYPE
- VALVE TAGS -- 1-1/2" DIAMETER BRASS TYPE
- WITH FRAMED AND LAMINATED VALVE CHART MOUNTED IN MECHANICAL ROOM.
- EQUIPMENT -- ENGRAVED STOCK MELAMINE PLASTIC LAMINATE 2-1/2" -- 4"
- MINIMUM TO 4-1/2" X 6" FOR LARGER EQUIPMENT.

ACCEPTABLE MANUFACTURERS: ALLEN SYSTEM INC., BRADY CO.,SETON NAMEPLATE CORP., INDUSTRIAL SAFETY SUPPLY CO. OR CONTRACTOR APPROVED EQUAL.

INSULATION

COMPLY WITH IECC (CURRENT VERSION), ASHRAE 90.1 2007, AND ASTM E-84, NFPA 255 AND UL 723 FOR FLAME SPREAD AND SMOKE DEVELOPED INDEX.

PIPE INSULATION MATERIAL:

INDOOR PIPING: FIBERGLASS MINERAL FIBER PREFORMED PIPE INSULATION ASTM C547, CLASS 1 4LB/FT3

ALL CHILLED WATER, CONDENSATE AND COLD WATER PIPE INSULATION SHALL BE PROVIDED WITH VAPOR BARRIER. SERVICE JACKET SHALL BE PROVIDED TO ALL PIPING.

PUMPS

VERTICAL INLINE PUMPS

GENERAL DESCRIPTION: PUMPS SHALL BE CENTRIFUGAL, CLOSE-COUPLED, SINGLE-STAGE, WITH MECHANICAL SEALS, AND RATED FOR 175 PSIG WORKING PRESSURE AND 225 DEG F CONTINUOUS WATER TEMPERATURE.

CASINGS CONSTRUCTION: CAST IRON, WITH THREADED COMPANION FLANGES FOR PIPING CONNECTIONS SMALLER THAN 2-1/2 INCHES, 3"AND OVER SHALL HAVE FLANGED PIPING CONNECTIONS AND THREADED GAGE TAPINGS AT INLET AND OUTLET CONNECTIONS.

PUMP SHAFT AND SLEEVE: GROUND AND POLISHED STEEL SHAFT, WITH SLEEVE AND INTEGRAL THRUST BEARING. PROVIDE FLINGER ON MOTOR SHAFT BETWEEN MOTOR AND SEALS TO PREVENT LIQUID THAT LEAKS PAST PUMP SEALS FROM ENTERING THE MOTOR BEARINGS.

SEALS: MECHANICAL SEALS CONSISTING OF CARBON STEEL ROTATING RING, STAINLESS STEEL SPRING, CERAMIC SEAT, AND FLEXIBLE BELLWS AND GASKET.

MOTOR: DIRECT-MOUNTED TO PUMP CASING; WITH LIFTING AND SUPPORTING LUGS IN TOP OF MOTOR ENCLOSURE. PROVIDE SHAFT GROUNDING.

BASE-MOUNTED, SEPARATELY-COUPLED, END-SUCTION PUMPS

GENERAL DESCRIPTION: PUMPS SHALL BE BASE-MOUNTED, CENTRIFUGAL, SEPARATELY-COUPLED, END SUCTION, SINGLE-STAGE, AND RATED FOR 175 PSIG WORKING PRESSURE AND 225 DEG F CONTINUOUS WATER TEMPERATURE.

CASINGS CONSTRUCTION: CAST IRON, WITH FLANGED PIPING CONNECTIONS, AND THREADED GAGE TAPPINGS AT INLET AND OUTLET FLANGE CONNECTIONS.

WEAR RINGS: REPLACEABLE.

PUMP SHAFT AND SLEEVE BEARINGS: STEEL SHAFT, WITH SLEEVE. PROVIDE SHAFT GROUNDING.

SEALS: MECHANICAL SEALS CONSISTING OF CARBON STEEL ROTATING RING, STAINLESS STEEL SPRING, CERAMIC SEAT, AND FLEXIBLE BELLWS AND GASKET.

PUMP COUPLINGS: FLEXIBLE, CAPABLE OF ABSORBING TORSIONAL VIBRATION AND SHAFT MISALIGNMENT; COMPLETE WITH METAL OSHA APPROVED COUPLING GUARD.

MOUNTING FRAME: FACTORY-WELDED FRAME AND CROSS MEMBERS, FABRICATED OF STEEL CHANNELS AND ANGLES CONFORMING TO ASTM B 36. FABRICATE FOR MOUNTING PUMP CASING, COUPLER GUARD, AND MOTOR. GRIND WELDS SMOOTH PRIOR TO APPLICATION OF FACTORY FINISH. MOTOR MOUNTING HOLES FOR FIELD-INSTALLED MOTORS SHALL BE FIELD-DRILLED.

MOTOR: SECURED TO MOUNTING FRAME WITH ADJUSTABLE ALIGNMENT ON MOUNTING FRAME.

ACCEPTABLE MANUFACTURERS: TACO, BELL & GOSSETT, OR CONTRACTOR APPROVED EQUAL.



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DESIGNED	DATE	BY
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SCALE		AS NOTED
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TITLE
MECHANICAL
SPECIFICATIONS

SHEET NO.

M0.02

PIPING TYPE	SIZE (DIAMETER)	MINIMUM INSULATION THICKNESS
CHILLED WATER	UP TO 1-1/2"	1"
CHILLED WATER	2" AND LARGER	1"
HOT WATER (UP TO 200°F)	1" TO 1-1/4"	1-1/2"
HOT WATER (UP TO 200°F)	1-1/2" AND LARGER	2"
STEAM (LPS, UP TO 250°F)	UP TO 3"	2-1/2"
STEAM (LPS, UP TO 250°F)	4" AND LARGER	3"
CONDENSATE (STEAM)	UP TO 1-1/4"	1-1/2"
CONDENSATE (STEAM)	1-1/2" AND LARGER	2"
REFRIGERANT PIPING (SUCTION LINE ONLY)	ALL SIZES	3/4"
DOMESTIC HOT WATER	ALL SIZES	1"
DOMESTIC COLD WATER	UP TO 1-1/4"	1/2"
DOMESTIC COLD WATER	1-1/2" AND LARGER	1"

EQUIPMENT INSULATION MATERIAL AND THICKNESS:

HOT EQUIPMENT:

INSULATE THE FOLLOWING EQUIPMENT WITH 2" THICK HEAVY DENSITY SEMI-RIGID FIBERGLASS BOARD WITH ASJ:

TANKS, PUMP CASINGS, HEAT EXCHANGERS, BOILERS (NOT PRE-INSULATED), EXPANSION TANKS ETC.

ACCEPTABLE MANUFACTURERS:

OWENS-CORNING, CERTAINTED, KNAUF, SCHULLER, ARMSTRONG OR CONTRACTOR APPROVED EQUAL.

TESTING, ADJUSTING, AND BALANCING HYDRONIC SYSTEMS

- A. PREPARE TEST REPORTS FOR PUMPS, COILS, AND HEAT EXCHANGERS. OBTAIN APPROVED SUBMITTALS AND MANUFACTURER-RECOMMENDED TESTING PROCEDURES. CROSSCHECK THE SUMMATION OF REQUIRED COIL AND HEAT EXCHANGER FLOW RATES WITH PUMP DESIGN FLOW RATE.
- B. PREPARE SCHEMATIC DIAGRAMS OF SYSTEMS' "AS-BUILT" PIPING LAYOUTS.
- C. IN ADDITION TO REQUIREMENTS IN "PREPARATION" ARTICLE, PREPARE HYDRONIC SYSTEMS FOR TESTING AND BALANCING AS FOLLOWS:

1.2 PROCEDURES FOR CONSTANT-FLOW HYDRONIC SYSTEMS

- A. ADJUST PUMPS TO DELIVER TOTAL DESIGN GPM.
1. MEASURE TOTAL WATER FLOW.
- a. POSITION VALVES FOR FULL FLOW.
- b. MEASURE FLOW BY MAIN FLOW METER, IF INSTALLED.
- c. IF MAIN FLOW METER IS NOT INSTALLED, DETERMINE FLOW BY PUMP TDH.
2. MEASURE PUMP TDH AS FOLLOWS:
- a. MEASURE DISCHARGE PRESSURE DIRECTLY AT THE PUMP OUTLET FLANGE OR IN DISCHARGE PIPE PRIOR TO ANY VALVES.
- b. MEASURE INLET PRESSURE DIRECTLY AT THE PUMP INLET FLANGE OR IN SUCTION PIPE PRIOR TO ANY VALVES OR STRAINERS.
- c. CONVERT PRESSURE TO HEAD AND CORRECT FOR DIFFERENCES IN GAGE HEIGHTS.
- d. VERIFY PUMP IMPELLER SIZE BY MEASURING THE TDH WITH THE DISCHARGE VALVE CLOSED. NOTE THE POINT ON MANUFACTURER'S PUMP CURVE AT ZERO FLOW, AND VERIFY THAT THE PUMP HAS THE INTENDED IMPELLER SIZE.
- e. WITH VALVES OPEN, READ PUMP TDH. ADJUST PUMP DISCHARGE VALVE UNTIL DESIGN WATER FLOW IS ACHIEVED.
3. MONITOR MOTOR PERFORMANCE DURING PROCEDURES AND DO NOT OPERATE MOTOR IN AN OVERLOADED CONDITION.
- B. ADJUST FLOW-MEASURING DEVICES INSTALLED IN MAINS AND BRANCHES TO DESIGN WATER FLOWS.
1. MEASURE FLOW IN MAIN AND BRANCH PIPES.
2. ADJUST MAIN AND BRANCH BALANCE VALVES FOR DESIGN FLOW.
3. RE-MEASURE EACH MAIN AND BRANCH AFTER ALL HAVE BEEN ADJUSTED.
- C. VERIFY FINAL SYSTEM CONDITIONS AS FOLLOWS:
1. RE-MEASURE AND CONFIRM THAT TOTAL WATER FLOW IS WITHIN DESIGN.
2. RE-MEASURE FINAL PUMPS' OPERATING DATA, TDH, VOLTS, AMPS, AND STATIC PROFILE.
3. MARK FINAL SETTINGS.
- D. VERIFY THAT MEMORY STOPS HAVE BEEN SET.

1.4 PROCEDURES FOR STEAM SYSTEMS

- A. MEASURE AND RECORD UPSTREAM AND DOWNSTREAM PRESSURE OF EACH PIECE OF EQUIPMENT.
- B. MEASURE AND RECORD UPSTREAM AND DOWNSTREAM STEAM PRESSURE OF PRESSURE-REDUCING VALVES.
- C. CHECK SETTINGS AND OPERATION OF AUTOMATIC TEMPERATURE-CONTROL VALVES, SELF-CONTAINED CONTROL VALVES, AND PRESSURE-REDUCING VALVES. RECORD FINAL SETTINGS.
- D. CHECK SETTINGS AND OPERATION OF EACH SAFETY VALVE. RECORD SETTINGS.
- E. VERIFY THE OPERATION OF EACH STEAM TRAP.

1.7 PROCEDURES FOR BOILERS

- A. STEAM BOILERS:
1. MEASURE AND RECORD ENTERING-WATER TEMPERATURE.
2. MEASURE AND RECORD FEED WATER FLOW.
3. MEASURE AND RECORD LEAVING-STEAM PRESSURE AND TEMPERATURE.
4. RECORD RELIEF VALVE PRESSURE SETTING.

SEQUENCE OF OPERATION:

1. WHEN OUTDOOR AMBIENT AIR TEMPERATURE SENSOR EQUALS OR FALLS BELOW THE MINIMUM TEMPERATURE THE LEAD BOILER SHALL BECOME OPERATIONAL AND MAINTAIN SYSTEM SUPPLY PRESSURE AT 3.5 PSI. BOILERS SHALL OPERATE LEAD/ LAG, STAGE FOR OPTIMAL EFFICIENCY AND OPTIMIZED START/ STOP. BOILERS SHALL BE INTEGRATED WITH THE BUILDING CONTROLS VIA BACNET.
2. BOILERS SHALL BE SEQUENCED IN THE FOLLOWING MANNER: THE LEAD BOILER SHALL BE ROTATED WEEKLY WITH THE OTHER. UPON OUTDOOR RESET OR MANUAL OPERATION ONE SECTION OF THE OUTSIDE/ COMBUSTION AIR DAMPER SHALL OPEN, THE LEAD BOILER SHALL START AT MINIMUM FIRING RATE. IF SYSTEM PRESSURE CANNOT BE MAINTAINED AT 3.5 PSI, BURNER SHALL MODULATE TO FULL FIRING RATE, IF SYSTEM PRESSURE CANNOT BE MAINTAINED AT 3 PSI, THE SECOND SECTION OF THE OUTSIDE/ COMBUSTION AIR DAMPER SHALL OPEN (BOTH SECTIONS REMAIN OPEN), BOILER B-2 SHALL SEQUENCE ON AT LOW FIRE, IF SYSTEM PRESSURE CANNOT BE MAINTAINED AT 2.5 PSI, BOILER B-2 SHALL MODULATE TO HIGH FIRE. IF LEAD BOILER FAILS BOILER THE LAG BOILER SHALL OPERATE, AND THE FAILED BOILER SHALL REMAIN OFF UNTIL REPAIRED.
- BOILERS SHALL STAGE OFF IN THE REVERSE SEQUENCE.
3. IN THE EVENT OF BURNER FAILURE OR BOILER FAILURE (LIMITS, AND SAFETY CONTROLS) AN ALARM SHALL BE GENERATED TO THE BUILDING AUTOMATION SYSTEM, NOTIFYING FAILURE AND TYPE OF FAILURE. THE BOILER CONTROLS SHALL LOG THE BOILER/BURNER FAILURE SO THAT IT CAN BE TRACED AT TIME OF SERVICE.
4. WHEN THE BOILER FEED CONTROL (MCDONNELL MILLER SERIES 150S-MD) SENSES LOW WATER LEVEL INSIDE THE BOILER THE BOILER FEED PUMP ASSOCIATED WITH THAT BOILER WILL COME ON. THE CONTROLLER WILL TURN OFF ITS RESPECTIVE BOILER FEED PUMP WHEN THE WATER LEVEL RETURNS TO NORMAL. IF THE WATER LEVEL DROPS BELOW THE BOILER FEED CONTROL LOW WATER LEVEL THE BOILER AND BURNER WILL SHUT DOWN AND AUTOMATICALLY RESET WHEN THE WATER LEVEL RETURNS TO NORMAL.
5. IF THE WATER LEVEL IN THE BOILERS DROPS BELOW THE MANUFACTURER REQUIRED MINIMUM THE MANUAL RESET LOW WATER CUTOFF (MCDONNELL MILLER SERIES 63) WILL LOCK OUT THE BOILER UNTIL RESET BY SERVICE PERSONNEL.
6. WARM WEATHER SHUTDOWN: AT 65°F (ADJ) OUTSIDE AIR TEMPERATURE OR GREATER, THE BOILERS SHALL NOT OPERATE. THIS SHALL BE ADJUSTABLE VIA THE BUILDING AUTOMATION SYSTEM AND MANUAL OVERRIDE.

CONTROL SCOPE OF WORK:

1. SUB-CONTRACTOR SHALL PROVIDE AND PACKAGED BOILER CONTROLS FROM THE BOILER MANUFACTURER AND ALL ASSOCIATED CONTROL WIRING, RELAYS, SENSORS, AND WELLS. BOILER CONTROL SHALL BE ABLE TO ENGAGE A BOILER FEED PUMP AS THE BOILER WATER LEVEL DECREASES, SHUT DOWN UPON LOW WATER ALARM (AUTOMATIC RESET AND MANUAL RESET, SEPARATELY). PROVIDE BACNET INTERFACE FOR INTEGRATION WITH BUILDING AUTOMATION SYSTEM. SUB-CONTRACTOR SHALL PROVIDE OWNER A COMPLETE OPERATIONAL CONTROL SYSTEM.
2. SUB-CONTRACTOR SHALL PROVIDE AND INSTALL ALL CONDUIT FOR CONTROL WIRING.
3. SUB-CONTRACTOR SHALL PROVIDE ALL POWER WIRING AND ASSOCIATED CONDUIT, AND CIRCUIT BREAKERS. INSTALLATION OF ALL WIRING MEDIUM AND LOW-VOLTAGE SHALL BE PER CURRENT NEC REQUIREMENTS.
4. SUB-CONTRACTOR SHALL PROVIDE LABOR AND MATERIAL TO TRACE EXISTING CONTROL SYSTEM IN ORDER TO ISOLATE BOILERS FROM EXISTING POWER AND CONTROLS. TYPICAL FOR ALL.



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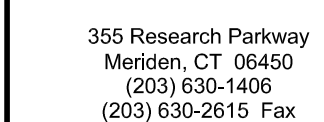
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Revisions
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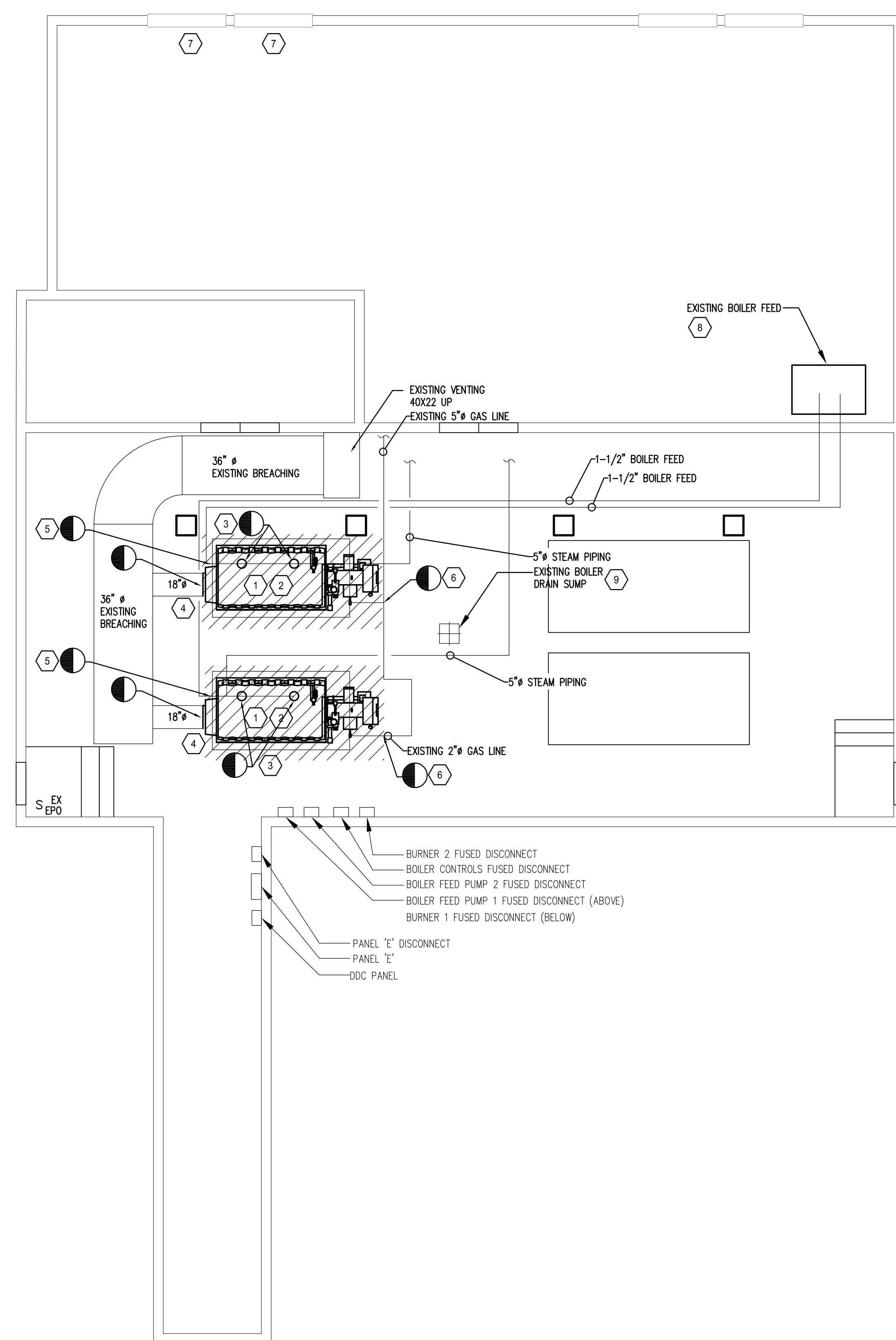
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
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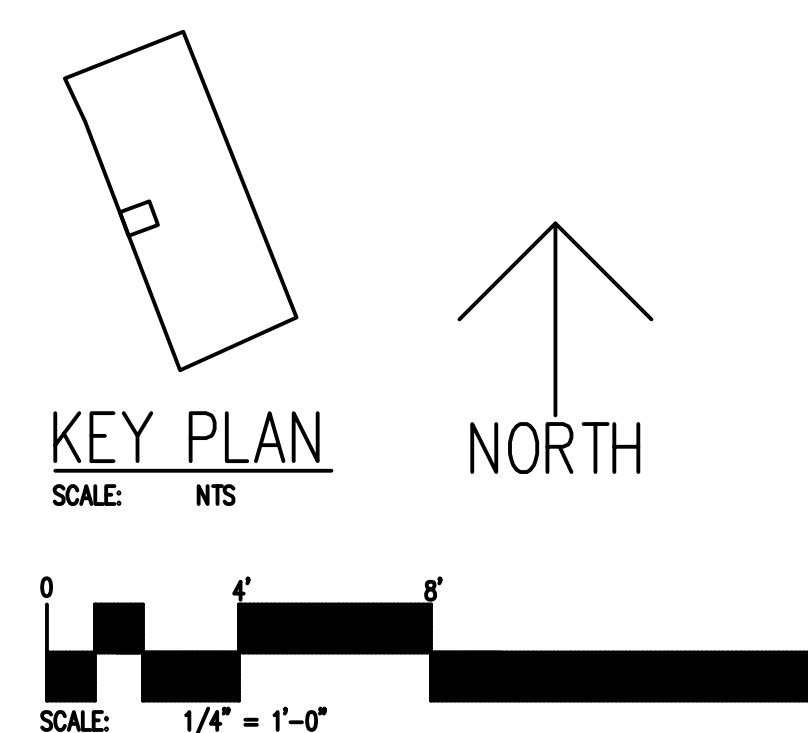
Title
FIRST FLOOR
MECHANICAL
DEMOLITION PLAN

Sheet No. _____

MD1.0



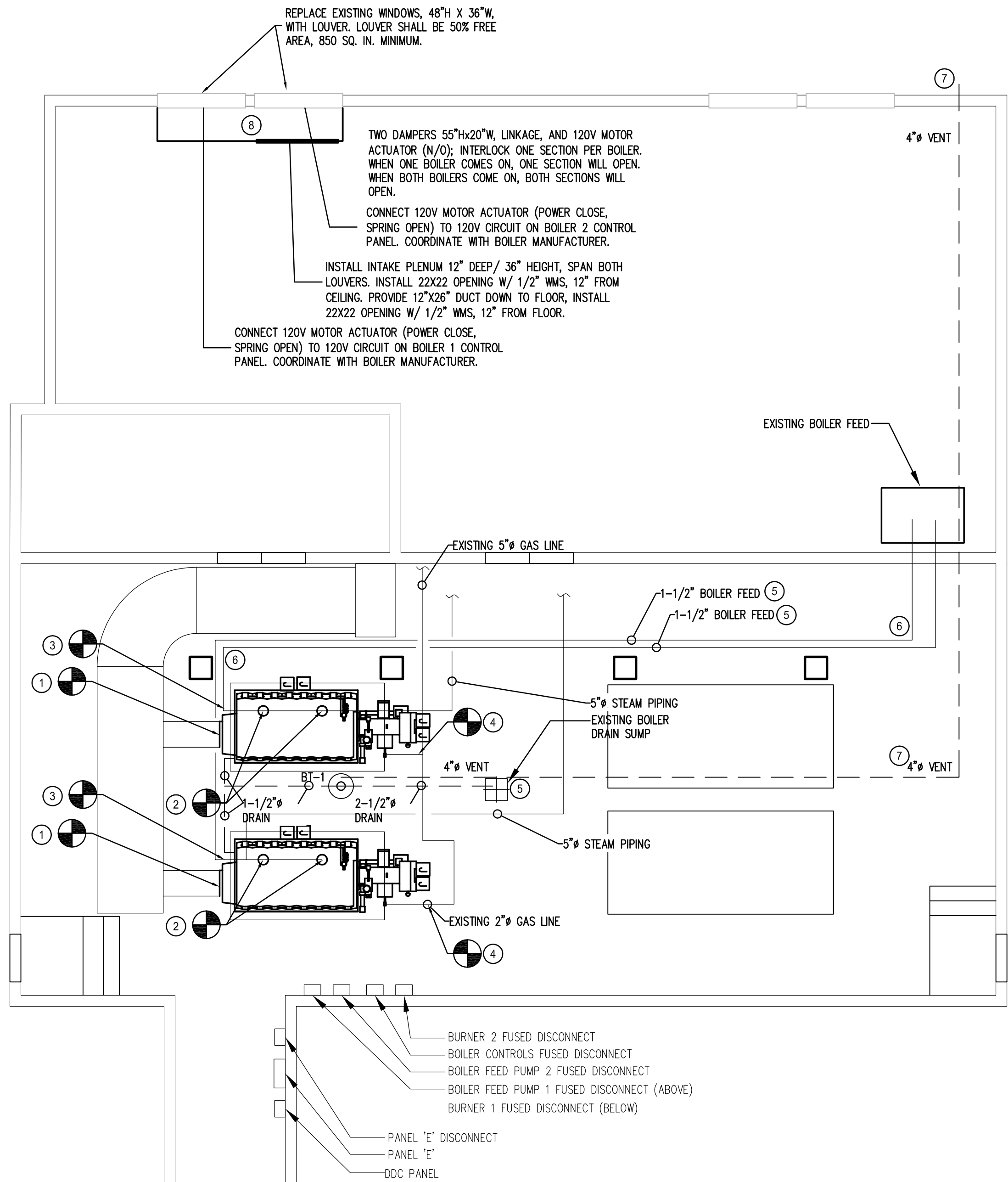
- MECHANICAL DEMOLITION KEY NOTES:** 
1. DISCONNECT BOILER POWER WIRING AND DEMO BACK TO FUSED DISCONNECT (INDICATED ON FLUE PLAN).
 2. DISCONNECT AND DEMO BOILER FUEL CONTROL WIRING TO BOILER FUEL. CONTRACTOR SHALL INSPECT AND REVIEW BOILER FUEL WIRING FOR COORDINATION WITH REQUIRED NEW WORK WIRING MODIFICATIONS.
 3. DISCONNECT STEAM PIPING AT BOILER AND DEMO STEAM PIPING AS REQUIRED TO FACILITATE BOILER DEMOLITION AND NEW INSTALLATION. EXISTING PADS TO REMAIN.
 4. DISCONNECT AND DEMO BOILER VENTING TO FACILITATE INSTALLATION OF NEW BOILERS. COORDINATE DEMOLITION WITH NEW WORK REQUIREMENTS.
 5. DISCONNECT BOILER FUEL PIPING TO FACILITATE INSTALLATION OF NEW BOILERS.
 6. ISOLATE GAS SUPPLY LINE TO EACH BOILER. GAS LINE DROP AND DIRT LEG TO REMAIN. DEMO BOILER GAS TRAIN. CONTRACTOR SHALL RE-USE EXISTING GAS PRESSURE REGULATOR VENT PIPING.
 7. DEMO EXISTING 3'-H X 4'-W WINDOWS. CONTRACTOR SHALL VERIFY AVAILABLE FREE AREA WITHIN WINDOW FRAME. COORDINATE WITH NEW WORK DRAWINGS FOR FRESH AIR INTAKE LOUVER REQUIREMENTS.
 8. BOILER FUEL TO REMAIN. DEMO CONTROL WIRING. COORDINATE WITH NEW WORK REQUIREMENTS.
 9. EXISTING BOILER ROOM SUMP DRAIN TO REMAIN. CONTRACTOR TO CLEAN AND CLEAR DRAIN LINE. CONTRACTOR TO VERIFY SUMP DRAIN RATE.



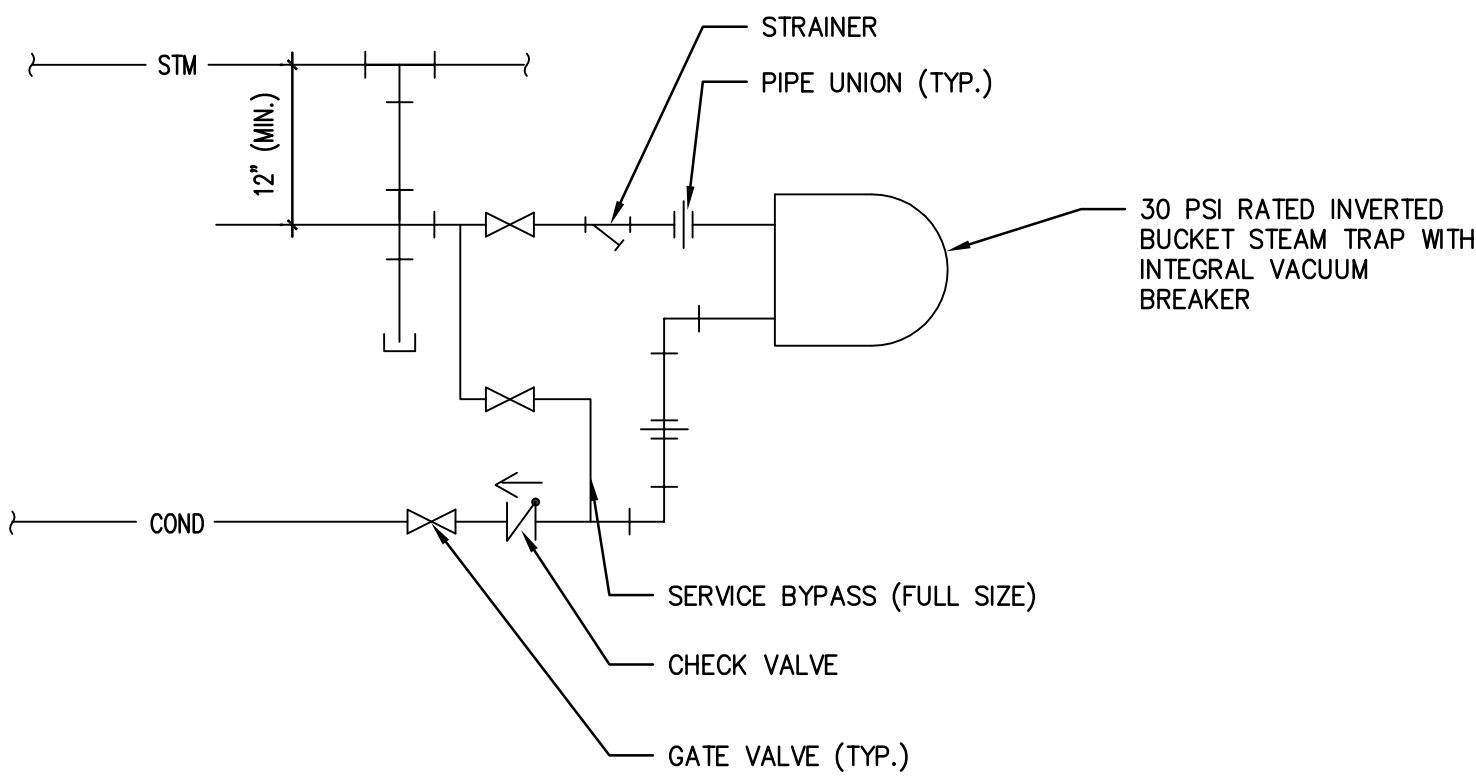
1 BASEMENT DEMOLITION MECHANICAL BOILER PLAN
1/8" = 1'-0"

MECHANICAL KEY NOTES: ⑧

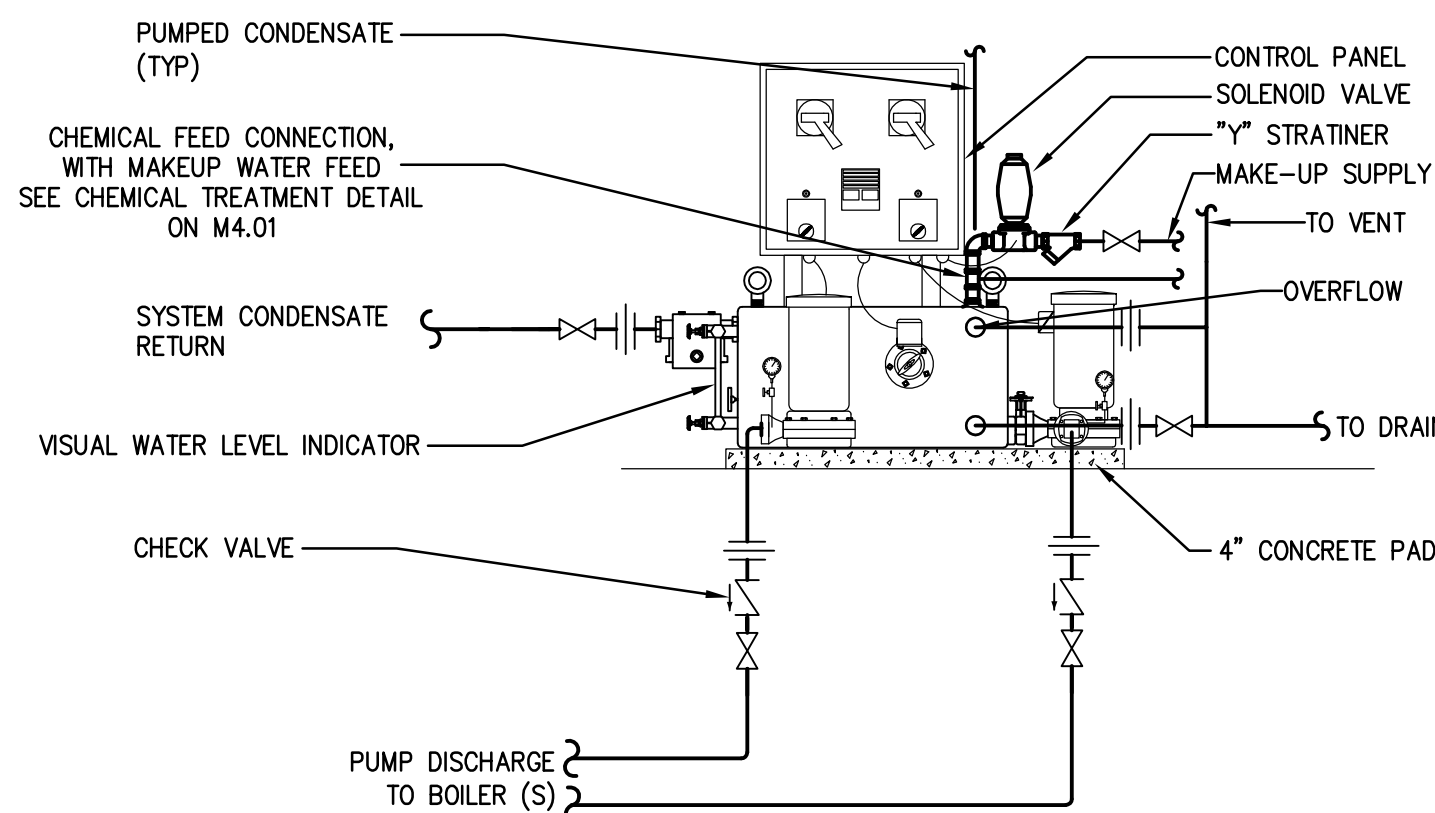
- CONNECT NEW BOILER VENTING TO EXISTING VENTING. INSTALL VENTING PER DETAIL #8 ON M4.01.
- RECONNECT EXISTING STEAM PIPING CONNECTIONS. REUSE EXISTING HOUSEKEEPING PADS FOR BOILERS.
- RECONNECT BOILER FEED AND COLD WATER FEED TO NEW EQUIPMENT AS INDICATED ON M5.01 ONE-LINE PIPING SCHEMATIC.
- PROVIDE GAS TRAIN FROM BOILER MANUFACTURER, REUSE EXISTING GAS VENT FOR NEW GAS REGULATORS, PILOT VALVES, AND CONTROL VALVES TO ATMOSPHERE FOR EACH BOILER GAS TRAIN AS REQUIRED, CONNECT GAS VENTS TO EXISTING GAS VENTING. INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURERS REQUIREMENTS, STATE, AND LOCAL CODE.
- CONTRACTOR SHALL CLEAN AND CLEAR FLOOR SUMP. CONTRACTOR SHALL SNAKE AND CLEAR FLOOR SUMP DISCHARGE PIPING.
- CONTRACTOR SHALL INSULATE (2) 1-1/2" PUMPED CONDENSATE LINE TO BOILER FEED. INSULATION SHALL BE 1" (MIN).
- INSTALL BLOW DOWN SEPARATOR VENT TO THE EXTERIOR. INSTALL PIPING AS HIGH AS POSSIBLE TO MAINTAIN MAXIMUM CLEARANCE BELOW. PITCH PIPING BACK TO BLOW DOWN SEPARATOR AT 1/4" PER FOOT. PENETRATE EXTERIOR WALL, SEAL PENETRATION TO MAKE WATER TIGHT, TURN DOWN 45° AND INSTALL INSECT SCREEN.
- INSTALL SHEET METAL PLENUM, DUCT DROP, WITH HIGH-LOW COMBUSTION AIR OPENINGS. SEE DETAIL #11 ON M4.01. INSULATE PLENUM AS INDICATED ON DETAIL. PROVIDE ACCESS FOR MOTORIZED DAMPERS.



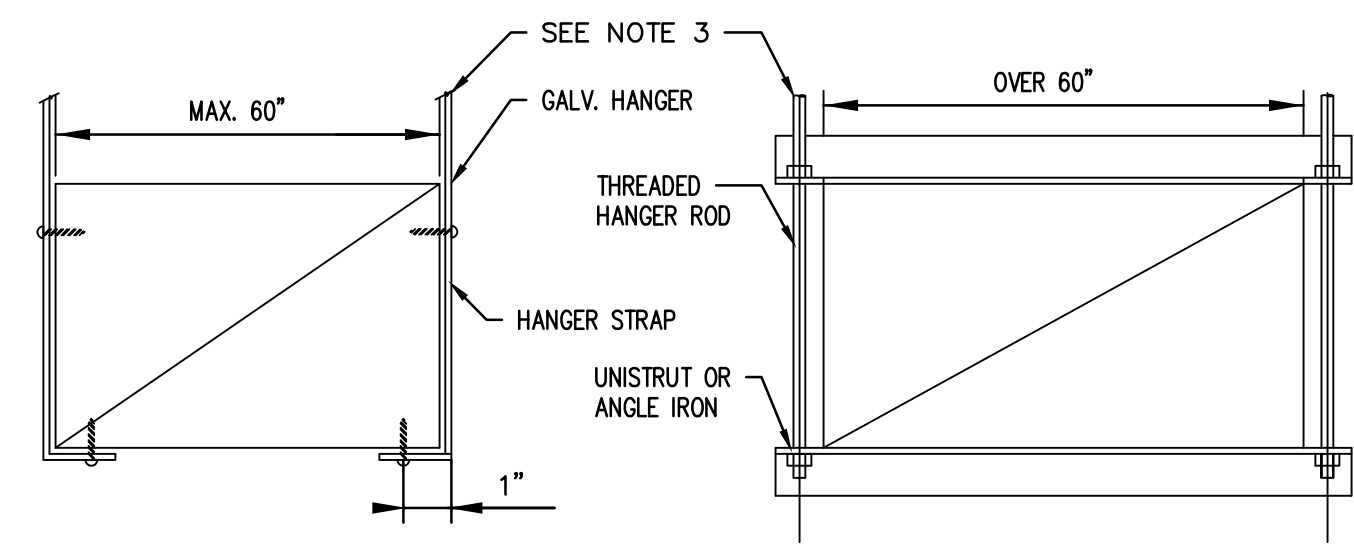
1 BASEMENT DEMOLITION MECHANICAL BOILER PLAN
1/8" = 1'-0"



1 STEAM TRAP DETAIL
N.T.S.

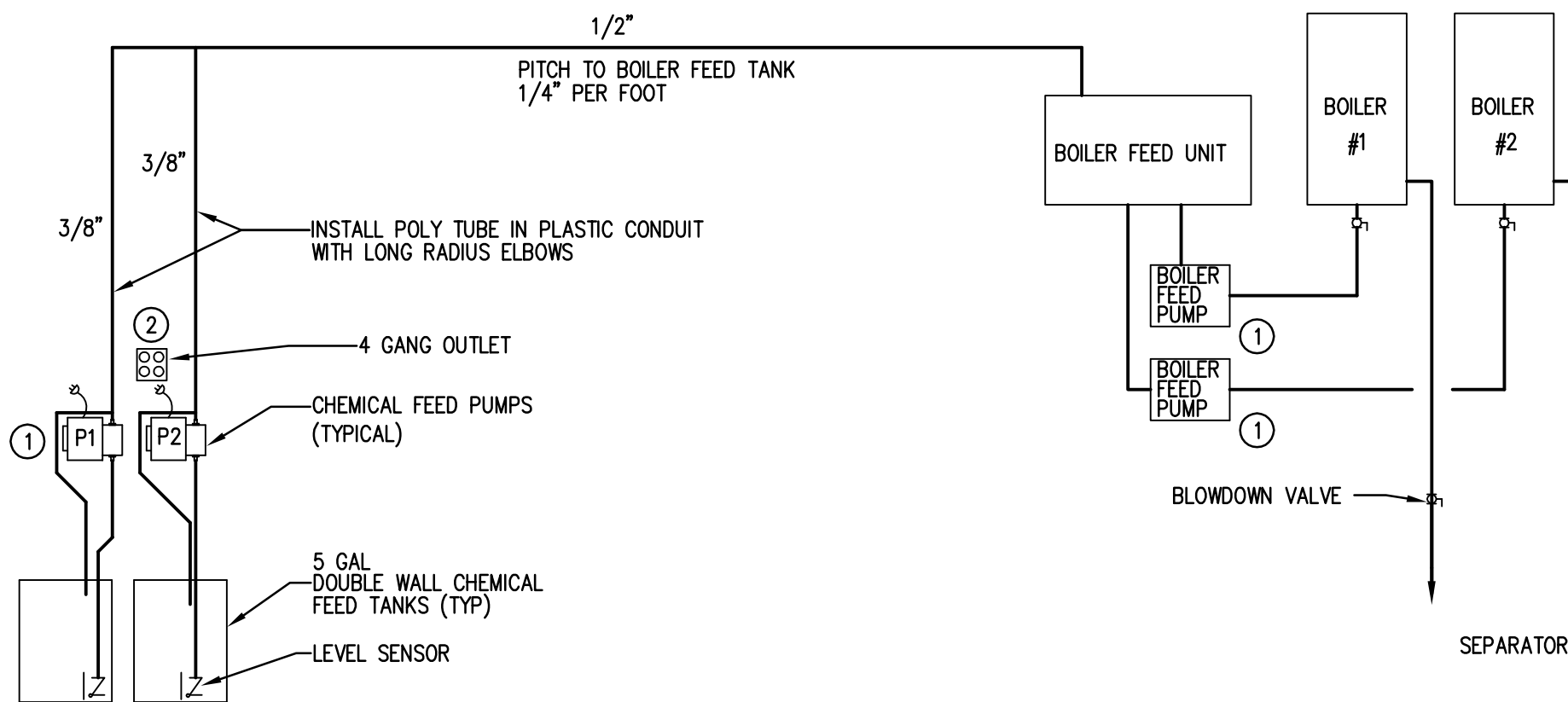


5 BOILER FEED DETAIL
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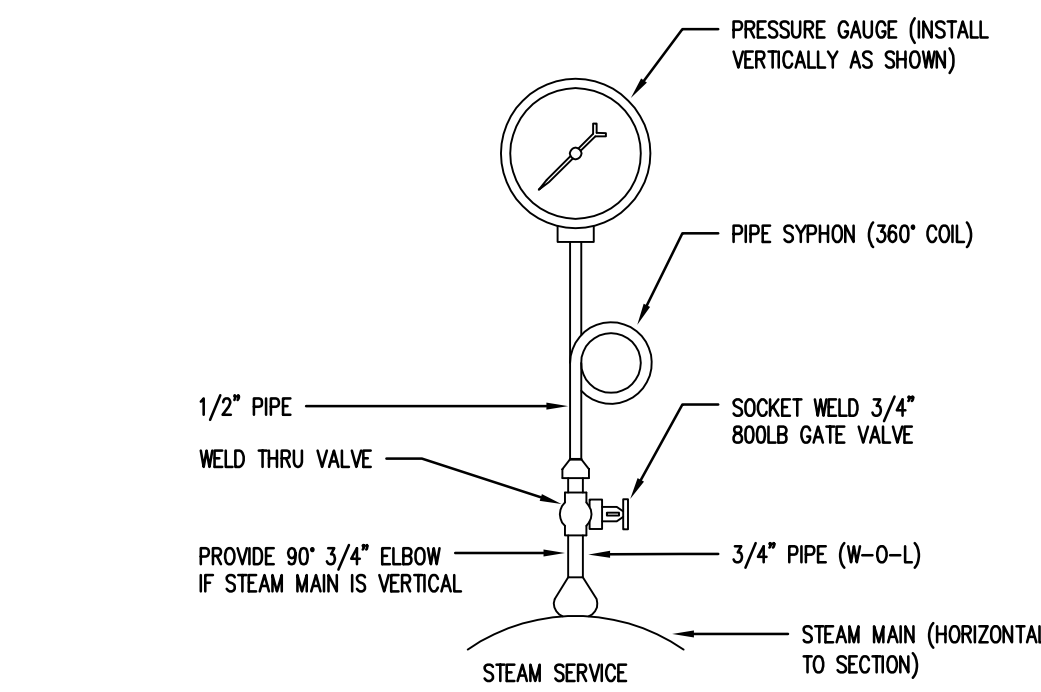
- NOTES:
- ON DUCTS OVER 48" WIDE, BOTTOM SHALL BE BRACED BY ANGLE. FOR CROSS SECTION AREA MORE THAN 8 SQ. FT., DUCT SHALL BE BRACED BY ANGLES ON ALL FOUR SIDES.
 - CUTTING AND PATCHING SHALL BE LIMITED TO A MINIMUM AS REQUIRED FOR PROPER INSTALLATION.
 - SUPPORTS SHALL BE SPACED AND SIZED AS PER SMACNA.
 - PROVIDE SEISMIC BRACING WHERE REQUIRED BY CODE, ORDINANCES, ETC.

9 DUCT HANGAR SUPPORT
N.T.S.

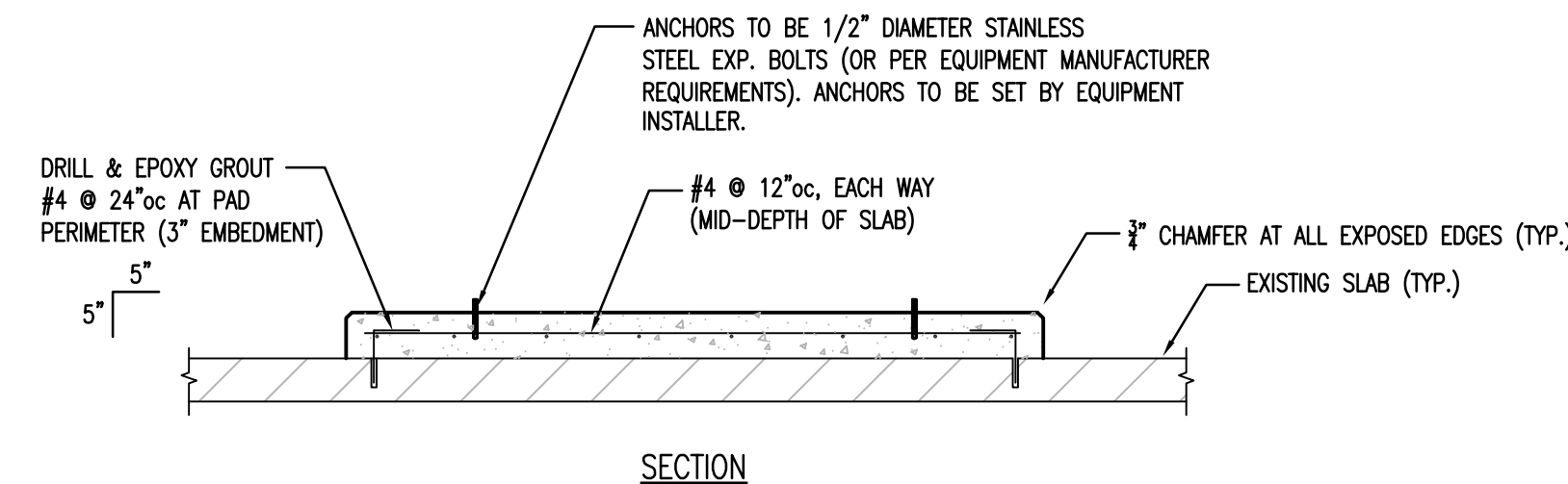


- GENERAL NOTES
- CONNECT WATER TREATMENT SYSTEM TO BOILER FEED TANK. PROVIDE TAPS AS REQUIRED. PROVIDE MONITORING AND THE CHEMICALS.
 - COORDINATE ELECTRICAL FOR REQUIREMENTS OF CHEMICAL FEED PUMPS, MAKE-UP WATER SOLENOID VALVE, BLEED WATER SOLENOID VALVE, BLOW DOWN AT SOLIDS SEPARATOR, & FLOW SWITCHES.
 - THE CHEMICAL SUBCONTRACTOR WILL PROVIDE STARTUP OR "TOWN IN" CHEMICAL TREATMENT FOR ALL NEW BOILERS. FILL THE SYSTEM AND ADD CHEMICALS FOR FINAL OPERATION.
 - IT WILL BE THE MECHANICAL CONTRACTOR'S RESPONSIBILITY TO ASSIST THE CHEMICAL SUBCONTRACTOR WITH CHEMICAL CLEANING & FLUSHING OF THE SYSTEM. COORDINATE WITH CHEMICAL COMPANY SUBCONTRACTOR FOR FLUSHING PROCEDURE AND CHEMICALS TO ADD TO SYSTEM DURING INITIAL AND SUBSEQUENT FILLING.
- KEY NOTES
- INTERLOCK P1 WITH BOILER 1 FEED PUMP; P2 WITH BOILER 2 FEED PUMP.
 - 110V 20 AMP CIRCUIT FROM EXISTING PANEL IN CONDUIT. BY ELEC CONTRACTOR.

2 BOILER CHEMICAL WATER TREATMENT PIPING DETAIL
N.T.S.

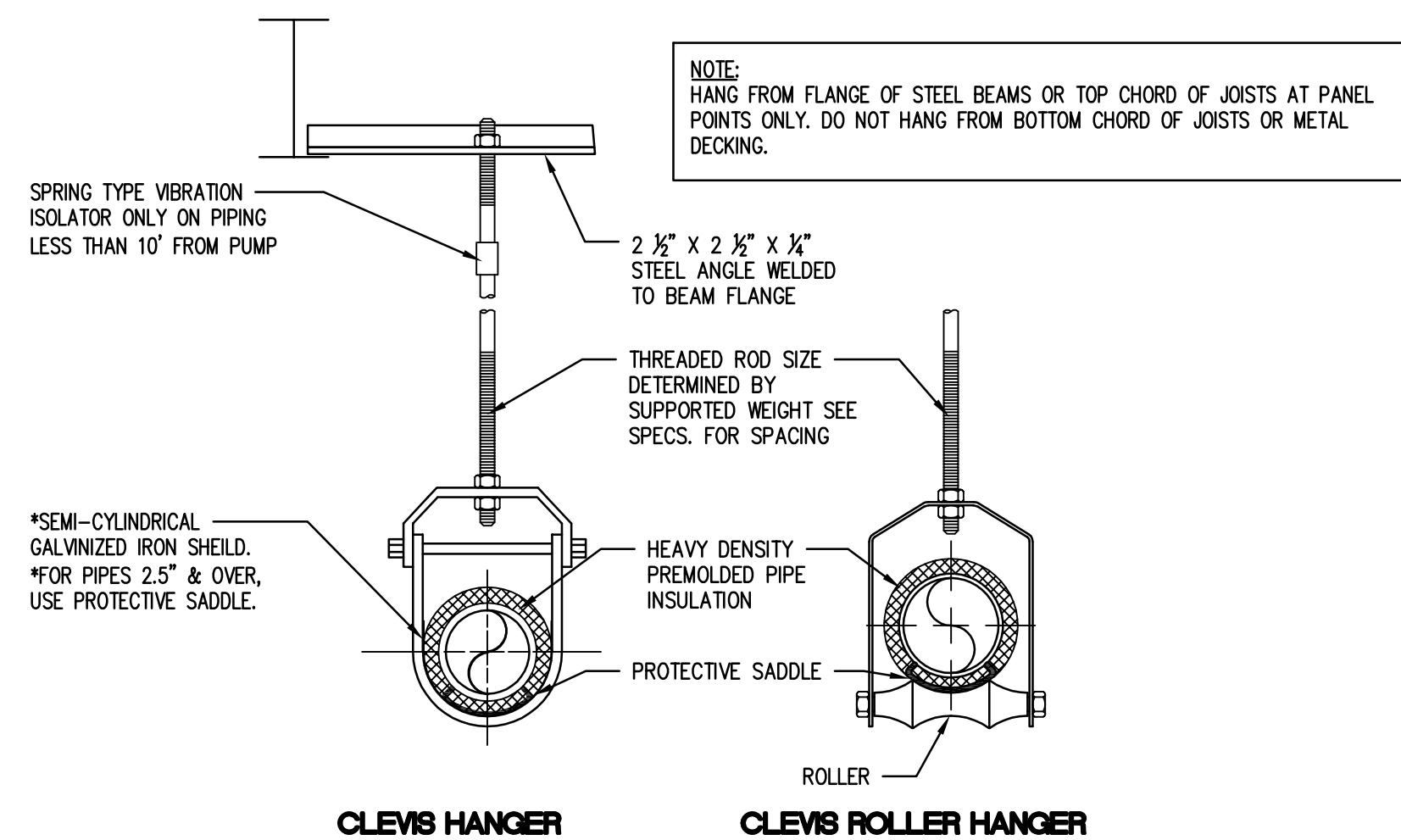


6 PRESSURE GAGE DETAIL
N.T.S.

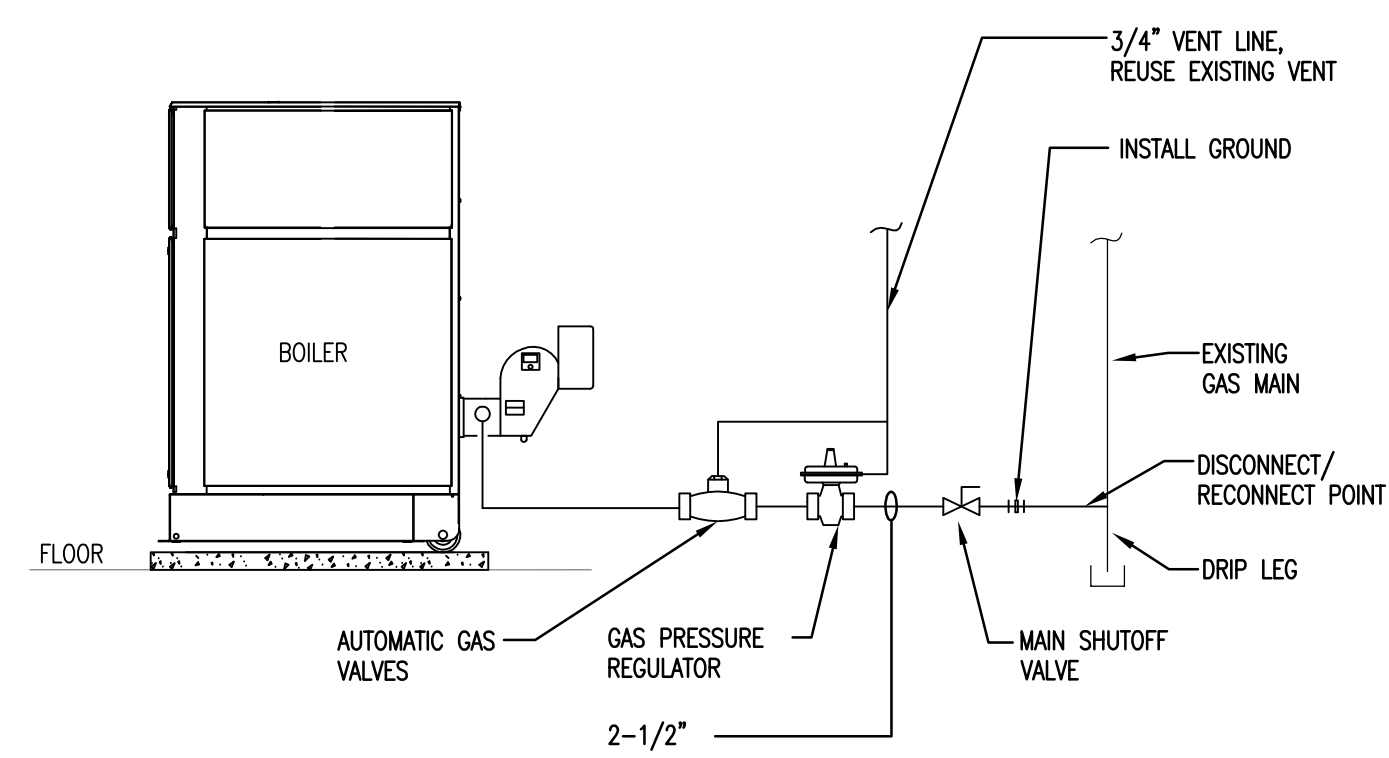


- NOTES:
- PAD DIMENSION SHALL BE MINIMUM OF 1'-0" LARGER THAN EQUIPMENT, OR PER EQUIPMENT MANUFACTURER'S RECOMMENDATIONS.
 - CONCRETE TO BE 4,000psi WITH 5 TO 7% AIR-ENTRAINMENT. PROVIDE BROOM-FINISH.

7 HOUSEKEEPING PAD
N.T.S.

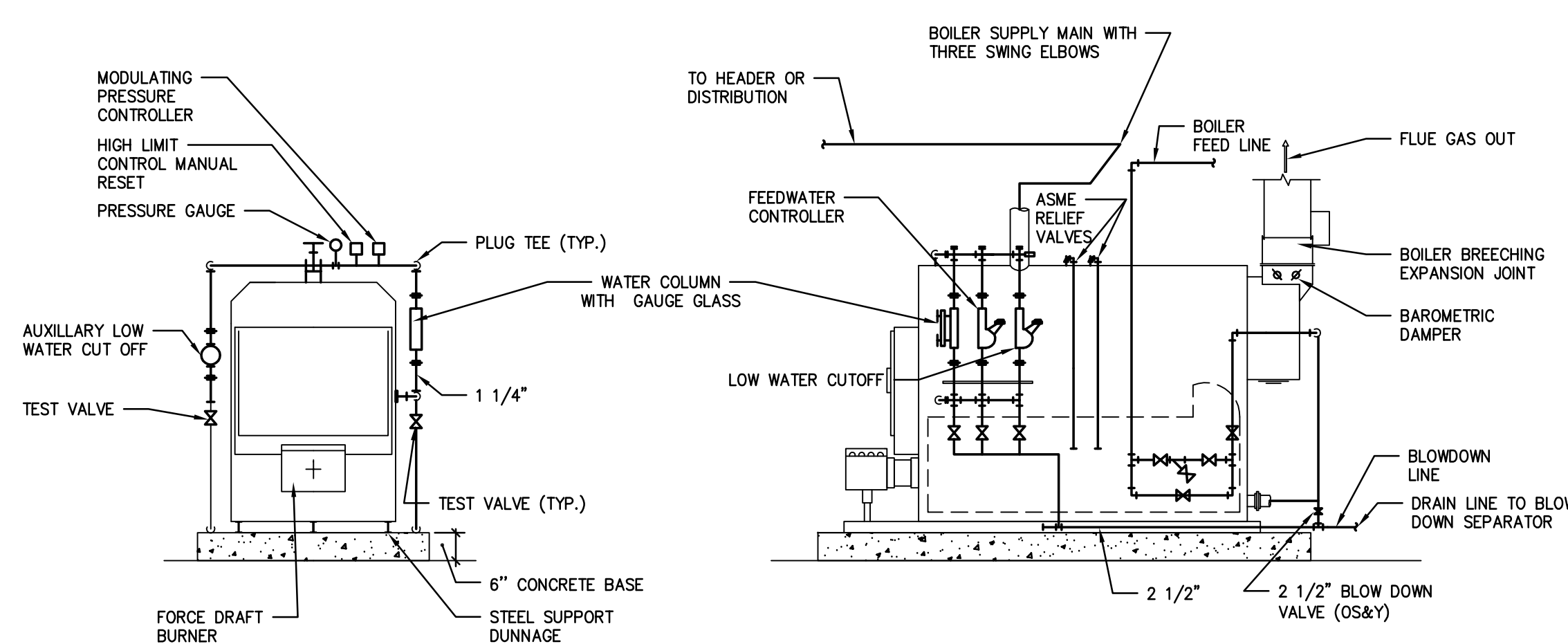


10 TYPICAL PIPE HANGING DETAIL
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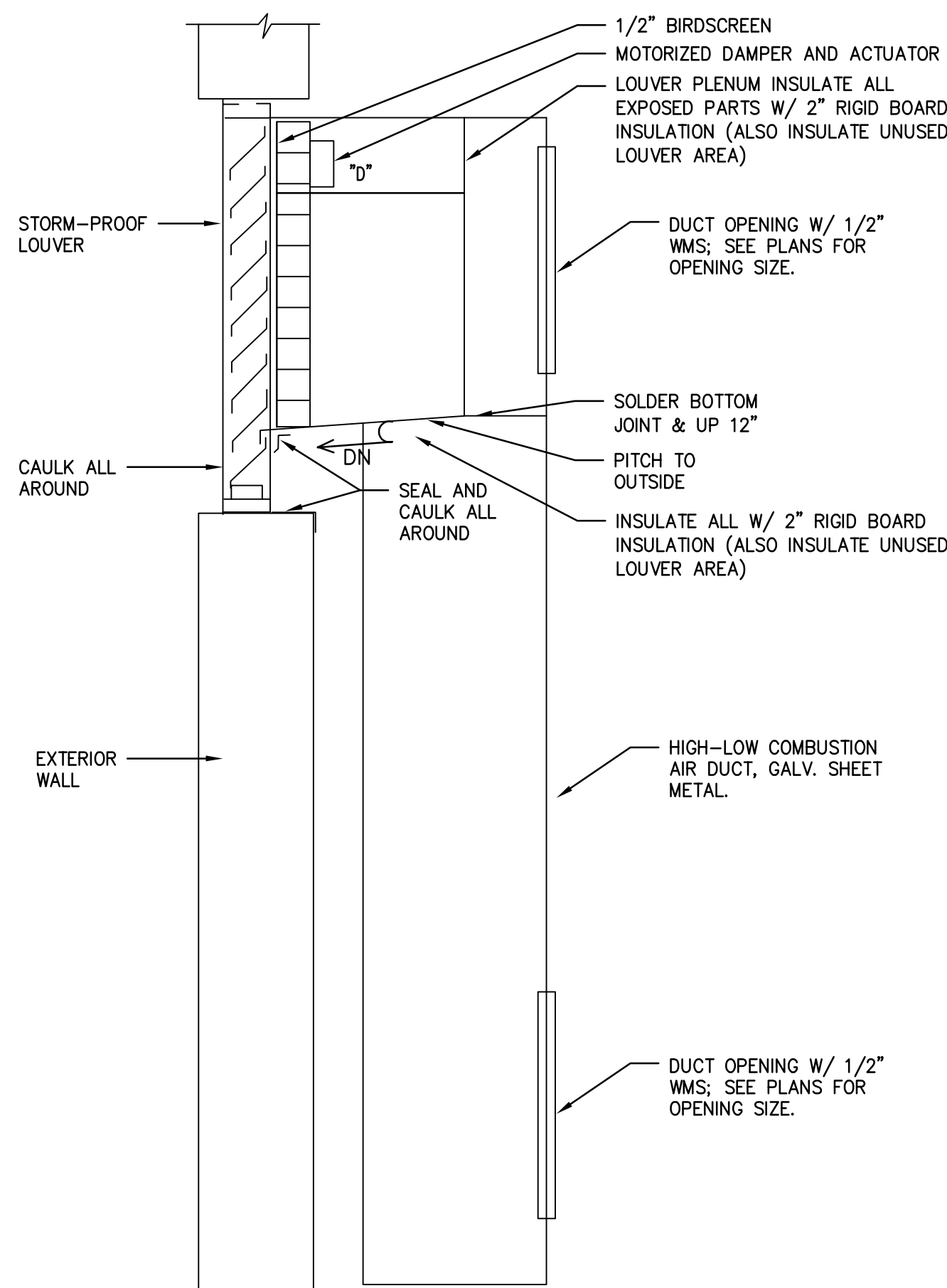


- GENERAL NOTES
- COORDINATE GAS TRAIN COMPONENTS WITH OWNERS INSURANCE COMPANY REQUIREMENTS.
 - INSTALLATION PER MANUFACTURERS INSTALLATION INSTRUCTIONS.

3 BOILER GAS PIPING DETAIL
N.T.S.

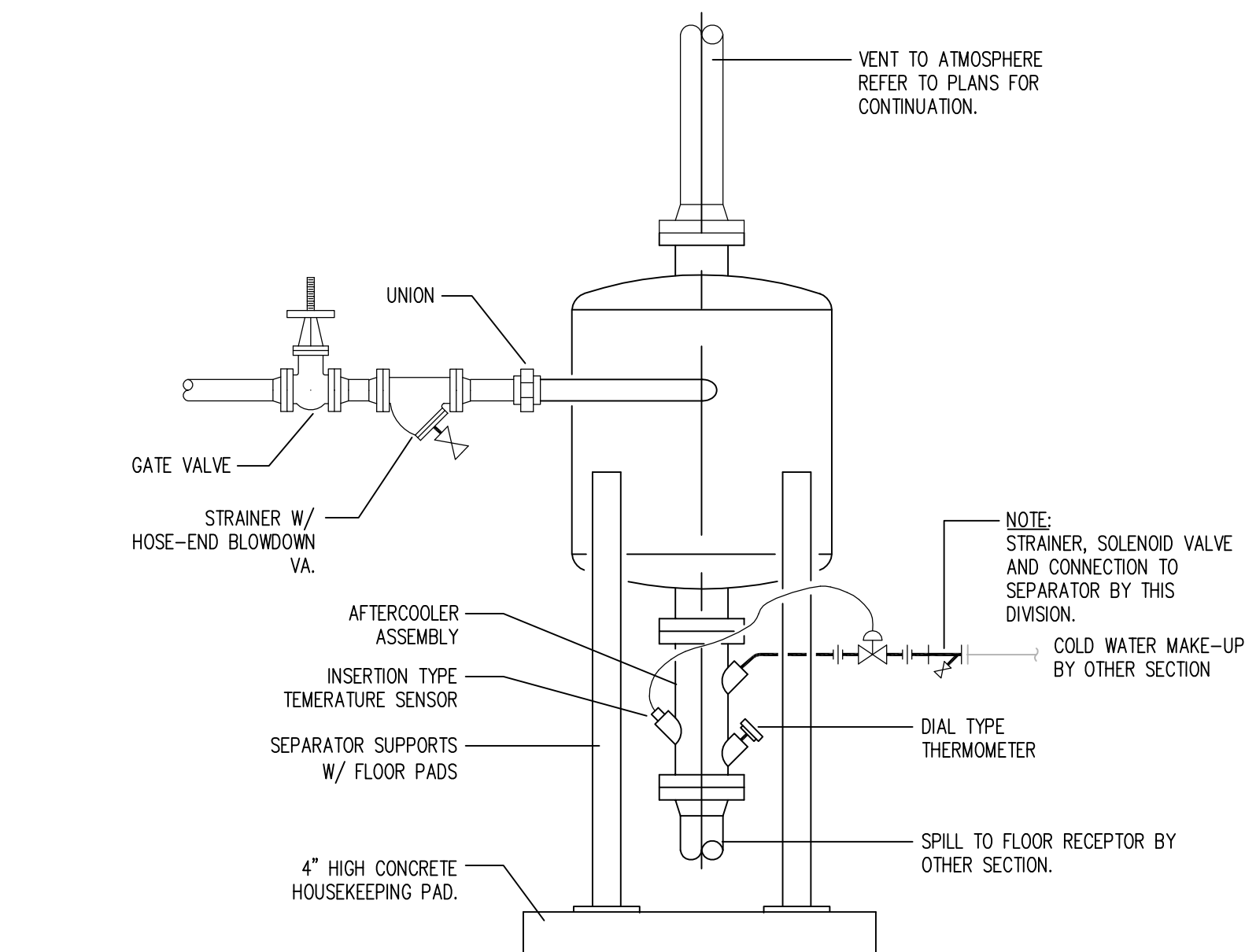


8 STEAM BOILER INSTALLATION DETAIL
N.T.S.



- NOTE:
- WHEN "D" IS OVER 24" PROVIDE 3/4" DRAIN AT 5'-0" CENTERS (IF DEPTH INTO PAPER IS GREATER THAN 5'-0"), 6" FROM LOUVER WITH TRAP.
 - LOUVER, PLENUM, BLANK-OFF, AND DUCTWORK SHALL BE ALUMINUM.

11 LOUVER CONNECTION
N.T.S.



4 BLOWDOWN SEPARATOR DETAIL
N.T.S.

SEQUENCE OF OPERATION:

- WHEN OUTDOOR SENSOR EQUALS OR FALLS BELOW AN OWNER MINIMUM TEMPERATURE THE LEAD BOILER SHALL BECOME OPERATIONAL AND MAINTAIN SYSTEM SUPPLY PRESSURE AT 3.5 PSI. BOILERS SHALL OPERATE LEAD/ LAG, STAGE FOR OPTIMAL EFFICIENCY AND OPTIMIZED START/ STOP. BOILERS SHALL BE INTEGRATED WITH THE BUILDING CONTROLS VIA BACNET.
- BOILERS SHALL BE SEQUENCED IN THE FOLLOWING MANNER:
THE LEAD BOILER SHALL BE ROTATED WEEKLY WITH THE OTHER. UPON OUTDOOR RESET OR MANUAL OPERATION THE LEAD BOILER SHALL START AT MINIMUM FIRING RATE IF SYSTEM PRESSURE CANNOT BE MAINTAINED AT 3.5 PSI, BURNER SHALL MODULATE TO FULL FIRING RATE, IF SYSTEM PRESSURE CANNOT BE MAINTAINED AT 3 PSI, BOILER B-2 SHALL SEQUENCE ON AT LOW FIRE, IF SYSTEM PRESSURE CANNOT BE MAINTAINED AT 2.5 PSI, BOILER B-2 SHALL MODULATE TO HIGH FIRE. IF LEAD BOILER FAILS BOILER THE LAG BOILER SHALL OPERATE, AND THE FAILED BOILER SHALL REMAIN OFF UNTIL REPAIRED.
BOILERS SHALL STAGE OFF IN THE REVERSE SEQUENCE.
- IN THE EVENT OF BURNER FAILURE OR BOILER FAILURE (LIMITS, AND SAFETY CONTROLS) AN ALARM SHALL BE GENERATED TO THE BUILDING AUTOMATION SYSTEM, NOTIFYING FAILURE. THE BOILER CONTROLS SHALL LOG THE BOILER/BURNER FAILURE SO THAT IT CAN BE TRACED AT TIME OF SERVICE.
- WARM WEATHER SHUTDOWN: AT 65°F OUTSIDE AIR TEMPERATURE OR GREATER, THE BOILERS SHALL NOT OPERATE. THIS SHALL BE ADJUSTABLE VIA THE BUILDING AUTOMATION SYSTEM AND MANUAL OVERRIDE.

CONTROL SCOPE OF WORK:

- CONTRACTOR SHALL PROVIDE AND PACKAGED BOILER CONTROLS FROM THE BOILER MANUFACTURER AND ALL ASSOCIATED CONTROL WIRING, RELAYS, SENSORS, AND WELLS. CONTRACTOR SHALL PROVIDE OWNER A COMPLETE OPERATIONAL CONTROL SYSTEM.
- EXISTING DDC / BMS SHALL PROVIDE ENABLE/ DISABLE TO BOILERS. WHEN OUTDOOR TEMPERATURE DROPS BELOW 65°F (ADJ) BOILERS SHALL BE ENABLED (WWSO).
- EXISTING DDC / BMS SHALL RECEIVE ALARM INPUT FROM BOILERS VIA BURNER ALARM CONTACTS.
- CONTRACTOR SHALL PROVIDE AND INSTALL ALL CONDUIT FOR CONTROL WIRING.
- CONTRACTOR SHALL PROVIDE ALL POWER WIRING AND ASSOCIATED CONDUIT, AND CIRCUIT BREAKERS. INSTALLATION OF ALL WIRING MEDIUM AND LOW-VOLTAGE SHALL BE PER CURRENT NEC REQUIREMENTS.
- CONTRACTOR SHALL PROVIDE LABOR AND MATERIAL TO TRACE EXISTING CONTROL SYSTEM IN ORDER TO ISOLATE BOILERS FROM EXISTING POWER AND CONTROLS. TYPICAL FOR ALL.

LOW PRESSURE STEAM BOILER SCHEDULE

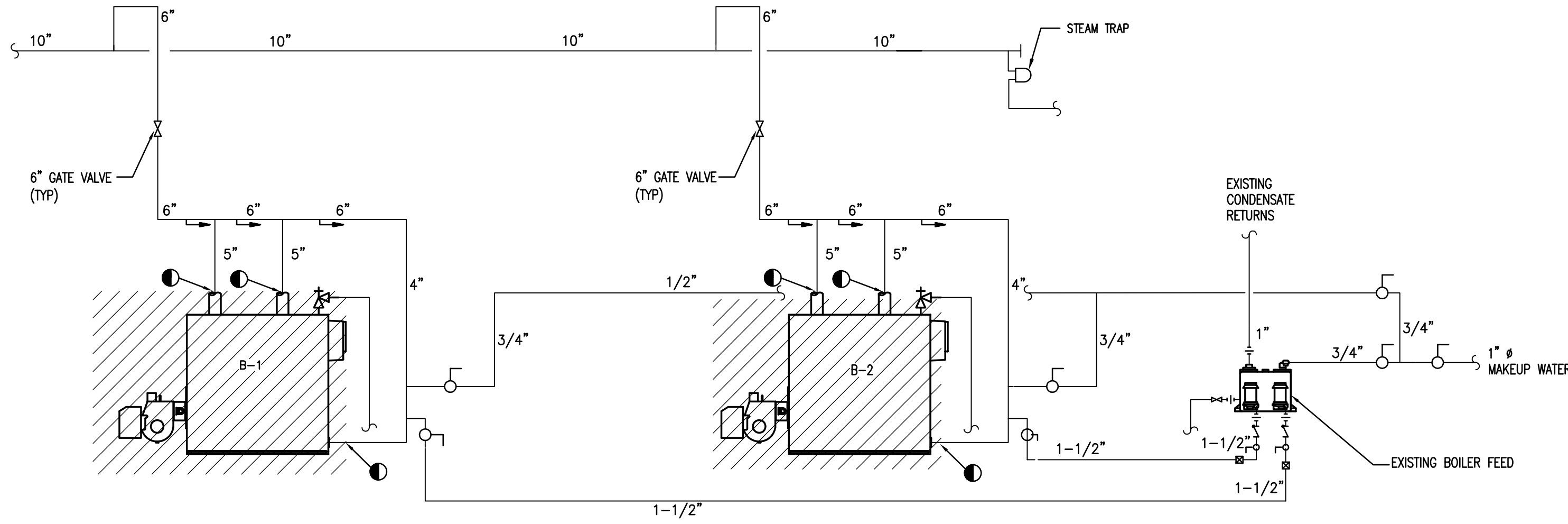
MARK	MANUFACTURER	MODEL	BOILER HP	NET (MBH)	HEATING SURFACE (SQ FT)	NATURAL GAS		FUEL OIL		BURNER HP	STEAM RELIEF SETTING (PSIG)	STEAM PRESSURE (PSIG)	STEAM FLOWRATE (LBS/HR)	VOLTS	PHASE	REMARKS
						INPUT (MBH)	PRESSURE	GPH	PUMP HP							
B-1	SMITH	28HE-S-9	67	7,275	201.7	2,718	4.8 IN. WC	-	-	1	15	10	2311	208	3	(A)(B)(C)(D)(E)(F)(G)(H)
B-2	SMITH	28HE-S-9	67	7,275	201.7	2,718	4.8 IN. WC	-	-	1	15	10	2311	208	3	(A)(B)(C)(D)(E)(F)(G)(H)

- (A) BOILER SHALL BE WET BASE CAST IRON, TESTED FOR 80 PSI WORKING PRESSURE, AND HAVE ASME "H" STAMP
(B) CAST IRON HEAT EXCHANGER SECTIONS SHALL COME STANDARD WITH HEAT TRANSFER RODS, SECTIONS SHALL BE ASSEMBLED WITH CERAMIC FIBER ROPE SEALS BETWEEN EACH SECTION
(C) ALL PIPING AND ACCESSORY PORTS SHALL COME STANDARD WITH GRAPHITE CONNECTORS
(D) BOILER SHALL BE VENTED IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATIONS, EXHAUST BACK PRESSURE SHALL BE NO MORE THAN 0.10 IN. WC. AT THE BOILER OUTLET
(E) PROVIDE EXTRA 1" TAPPING FOR ACCESSORY INSTALLATION, MCCONNELL MILLER 150S-MD FEED WATER PUMP CONTROL, MCCONNELL MILLER 63M LOW WATER CUT OFF WITH MANUAL RESET
(F) PROVIDE POWER FLAME BURNER WITH CONTROL CIRCUIT TRANSFORMER, BURNER MODULATION CONTROLLER, DUAL GAS VALVES, GAS TRAIN, AND VENTED REGULATOR
(G) BOILERS SHALL COME STANDARD WITH CONTROLS FROM THE MANUFACTURER CAPABLE OF CASCADING MULTIPLE BOILERS, OPTIMIZED START/STOP, LEAD/LAG, AND BACNET INTERFACE
(H) POWERFLAME BURNER SHALL BE CAPABLE OF CONTROLLING OUTSIDE AIR DAMPER, BOILER FEED, AND ALL DEVICES FOR STANDALONE OPERATION. BMS SHALL ENABLE BOILERS ON/OFF AND LEAD/LAG.

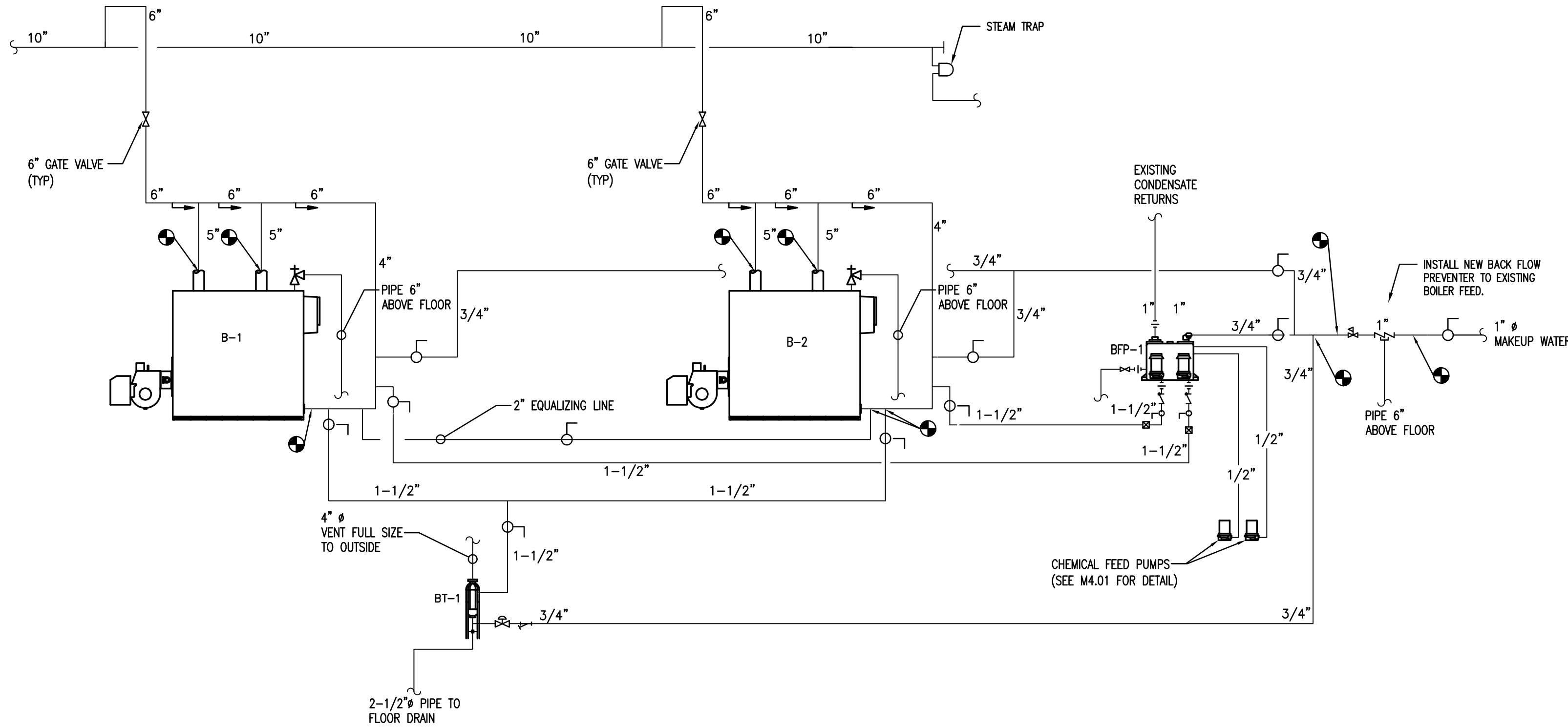
BLOWDOWN TANK SCHEDULE

MARK	MANUFACTURER	MODEL	TANK DIAMETER (IN)	TANK HEIGHT (IN)	TANK CONFIGURATION	TANK INLET PIPE SIZE (IN)	TANK VENT PIPE SIZE (IN)	TANK DRAIN SIZE (IN)	COLD WATER CONNECTION SIZE (IN)	TOTAL DRAIN (GPM)	REMARKS
BT-1	COLUMBIA	BS-2	16"	54"	VERTICAL	1.25"	3"	2"	1"	74.46	(A)(B)(C)(D)

- (A) SEPARATOR SHALL BE ASME STAMPED AND RATED FOR 250 PSIG. CONNECTIONS SHALL BE NPT OR FLANGED. UNIT SHALL INCLUDE SS STRIKING PLATE AT POINT OF INLET IMPINGEMENT.
(B) PROVIDE SOLENOID VALVE TO AUTOMATICALLY CONTROL THE FLOW OF COLD WATER, 160S DRAIN AFTERCOOLER TO TEMPER DISCHARGE WATER TO A MAXIMUM TEMPERATURE OF 140°F, FLOOR STAND
(C) INSTALL IN ACCORDANCE WITH STATE AND LOCAL CODE
(D) ACCEPTABLE MANUFACTURER COLUMBIA, OR EQUAL



01 EXISTING CONDITIONS - DEMO SCHEMATIC
N.T.S.



02 NEW WORK - SCHEMATIC
N.T.S.

16050 – ELECTRICAL GENERAL PROVISIONS

- A. REGULATORY REQUIREMENTS: ALL WORK SHALL BE DONE IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL CODES AND ORDINANCES, THE CONNECTICUT STATE BUILDING CODE, AND IN PARTICULAR, NFPA 70 AND 72, WHERE APPROVAL STANDARDS HAVE BEEN ESTABLISHED BY CSHA, UL, ASME, AGA, AMCA, ANSI, ARI, NFPA, STATE FIRE INSURANCE REGULATORY BODY, AND FM, FOLLOW THESE STANDARDS WHETHER OR NOT INDICATED ON THE DRAWINGS AND SPECIFICATIONS. INCLUDE COST OF WORK REQUIRED TO COMPLY WITH REQUIREMENTS OF THESE AUTHORITIES IN THE ORIGINAL PROPOSAL, COMPLY WITH REET C2 WHERE APPLICABLE. ARRANGE WITH LOCAL AND STATE AUTHORITIES AND UTILITY COMPANIES FOR PERMITS, FEES, AND SERVICE CONNECTIONS, VERIFYING LOCATIONS AND ARRANGEMENT, AND PAY CHARGES INCLUDING INSPECTORS.
- B. SITE VISITATION: VISIT THE SITE TO BECOME THOROUGHLY FAMILIAR WITH EXISTING CONDITIONS AND THEIR EFFECT ON THE WORK BEFORE COMMENCING THE WORK. COMMENCING THE WORK ON WHICH THE NEW WORK IS IN ANY WAY DEPENDENT FOR PROPER INSTALLATION, OPERATION AND SERVICE AND REPORT ANY DISCREPANCIES WHICH WOULD INHIBIT THE PROPER INSTALLATION OF NEW WORK.
- C. MATERIALS AND WORKMANSHIP: PROVIDE LABOR, MATERIALS, APPARATUS, AND APPLIANCES ESSENTIAL TO THE COMPLETE FUNCTIONING OF THE SYSTEMS DESCRIBED OR INDICATED HEREIN, OR WHICH MAY BE REASONABLY IMPLIED AS ESSENTIAL. WHETHER MENTIONED IN THE CONTRACT DOCUMENTS OR NOT, ALL MATERIALS, EQUIPMENT AND APPARATUS COVERED BY THIS SPECIFICATION SHALL BE NEW, OF CURRENT MANUFACTURE AND SHALL BEAR THE SEAL OF APPROVAL OF THE UNDERWRITERS' LABORATORIES (UL LISTED). NEW EQUIPMENT SHALL BE CLEARLY LABELED WITH THE MANUFACTURER'S NAME/PLATE DATA.
- D. NOISE AND VIBRATION: PROVIDE OPERATING SYSTEM COMPONENTS FREE OF OBJECTIONABLE VIBRATION OR NOISES. STATICALLY AND DYNAMICALLY BALANCE ROTATING EQUIPMENT, AND MOUNT OR FASTEN SO THAT NO EQUIPMENT VIBRATION WILL BE TRANSMITTED TO THE BUILDING. RECTIFY OBJECTIONABLE CONDITIONS WITH NO ADDITIONAL COMPENSATION.
1. CONDUIT AND WIRE.
2. SAFETY SWITCHES, DISCONNECTS AND FUSES.
- E. COORDINATE THE WORK WITH WORK OF OTHER TRADES AND FIELD CONDITIONS. CAREFULLY CHECK SPACE REQUIREMENTS AND UTILITIES TO INSURE ALL EQUIPMENT CAN BE INSTALLED IN THE SPACES ALLOTTED THERETO AND COORDINATE ALL NECESSARY UTILITY SERVICE REQUIREMENTS. THE INSTALLATION OF NEW WORK MAY REQUIRE A PHASED INSTALLATION SEQUENCE. COORDINATE, PROTECT AND SCHEDULE WORK WITH WORK OF OTHER TRADES IN ACCORDANCE WITH THE REQUIRED CONSTRUCTION SCHEDULE.
- F. INSTALL ALL WORK IN ACCORDANCE WITH EQUIPMENT MANUFACTURER'S INSTALLATION INSTRUCTIONS.
- G. FIRESTOPPING SHALL BE PROVIDED AT ALL PENETRATIONS THROUGH FIRE-RESISTANCE RATED WALL, FLOOR AND ROOF CONSTRUCTION CONTAINING CABLES, PIPES, DUCTS, CONDUITS AND OTHER PENETRATING ITEMS.
- H. ALL WORK SHALL BE EXECUTED IN A WORKMANLIKE MANNER AND SHALL PRESENT A NEAT AND CLEAN APPEARANCE WHEN COMPLETED. COVERS SHALL BE INSTALLED AND TIGHTLY FASTENED ON ALL ELECTRICAL ENCLOSURES. THE ENCLOSURES SHALL BE FREE OF DEBRIS AND LOOSE HARDWARE ON THE INTERIOR AND EXTERIOR. ALL ENCLOSURES SHALL BE CLEARLY IDENTIFIED ON THE EXTERIOR WITH PROPER NOMENCLATURE AND EXPECTED ARK FLASH LEVELS.

16060 – SECONDARY GROUNDING

- A. PROVIDE GROUNDING SYSTEMS, INCLUDING POWER SYSTEM GROUNDING, ELECTRICAL EQUIPMENT AND RACEWAY GROUNDING AND BONDING, STRUCTURAL STEEL GROUNDING, AND MISCELLANEOUS SYSTEM GROUNDING.
- B. BUILDING EQUIPMENT GROUND:
1. PROVIDE A SEPARATE, INSULATED EQUIPMENT GROUNDING CONDUCTOR IN ALL FEEDERS AND BRANCH CIRCUITS. TERMINATE EACH END ON A GROUNDING LUG, BUS, OR BUSHING. DO NOT USE CONDUIT AS GROUNDING CONDUCTOR.
2. PROVIDE OZ GENEX TYPE "B" JUMPER AT ALL EXPANSION JOINTS, POINTS OF ELECTRICAL DISCONTINUITY OR CONNECTIONS IN CONDUIT WHERE FIRM MECHANICAL BOND IS NOT POSSIBLE, SUCH AS FLEXIBLE CONNECTIONS, INSULATION COUPLINGS, ETC.
3. BOND EVERY ITEM OF EQUIPMENT SERVED BY THE ELECTRICAL SYSTEM TO THE BUILDING EQUIPMENT GROUND SYSTEM. THIS INCLUDES PANEL SWITCHBOARDS, PANELBOARDS, DISCONNECT SWITCHES, RECEPTACLES, CONTROLS, FANS, AIR HANDLING UNITS, PUMPS AND FLEXIBLE DUCT CONNECTIONS.

16070 – SUPPORTING DEVICES

- A. INSTALLATION:
1. SECURE EQUIPMENT AND CONDUIT WITH HANGER RODS, CONDUIT CLAMPS, EXPANSION ANCHORS, BEAM CLAMPS OR BOLTS AS REQUIRED.
2. FABRICATE SUPPORTS FROM STRUCTURAL STEEL OR STEEL CHANNEL, RIGIDLY WELDED OR BOLTED TO PRESENT A NEAT APPEARANCE. USE HEXAGON HEAD BOLTS WITH SPRING LOCK WASHERS UNDER ALL NUTS.
3. WHERE MULTIPLE RUNS OF CONDUIT CAN BE RUN GROUPED TOGETHER, RUN CONDUIT IN RACKS SUPPORTED FROM THE BUILDING STRUCTURE. PROVIDE FOR FUTURE USE OF RACK BY PROPERLY PLANNING ROUTING OF CONDUITS IN AND THROUGH RESTRICTED AREAS SUCH AS THROUGH WALLS AND AROUND MECHANICAL AND ELECTRICAL EQUIPMENT.
4. IT IS THE INTENT TO KEEP ALL MECHANICAL AND ELECTRICAL BUILDING SYSTEM COMPONENTS IN PLACE DURING A SEISMIC EVENT. ALL SUCH SYSTEMS MUST BE INSTALLED IN STRICT ACCORDANCE WITH SEISMIC CODES, COMPONENT MANUFACTURER'S AND BUILDING CONSTRUCTION STANDARDS. SUBMIT VIBRATION AND SEISMIC ISOLATION EQUIPMENT CUTS, DATA SHEET AND DETAILS OF EQUIPMENT.
- B. EQUIPMENT IDENTIFICATION SHALL BE MADE USING ENGRAVED LAMINATED PHENOLIC OR MICARTA PLATES (INDENTED TAPE LABELS WILL NOT BE PERMITTED). CHARACTERS SHALL BE WHITE ON A BLACK BACKGROUND AND 1" HIGH MINIMUM. PLATES SHALL BE SECURED TO THE PANELS BY MEANS OF SCREWS OR METAL PRESSURE PINS. CEMENT, ETC., WILL NOT BE ACCEPTABLE. ALL NAMEPLATES SHALL BE MOUNTED ON THE OUTSIDE SURFACE OF THE PIECE OF EQUIPMENT. INDIVIDUALLY ENCLOSED SAFETY SWITCHES, CIRCUIT BREAKERS, AND MOTOR STARTERS, PULL BOXES, CONTROL CABINETS AND OTHER SUCH ITEMS SHALL BE IDENTIFIED INDICATING LOAD, ELECTRICAL CHARACTERISTICS, AND SOURCE.
- B. PERMANENTLY LABEL ALL RECEPTACLES, MOTORS, POWER DISCONNECTS, WALL SWITCHES, AND REMOTE LOADS WITH THE PANEL AND CIRCUIT NUMBER SERVING THE DEVICE.
- C. PROVIDE WIRE AND CABLE MARKERS (SPLIT SLEEVE OR TUBING TYPE) ON ALL CONDUCTORS. PROVIDE WIRE MARKERS ON EACH CONDUIT IN SPICE BOXES, PULL BOXES, AND AT FIRST LOAD CONNECTION ON HOMERUN. IDENTIFY WITH BRANCH CIRCUIT OR FEEDER NUMBER FOR POWER AND LIGHTING CIRCUITS, AND WITH CONTROL WIRE NUMBER AS INDICATED ON EQUIPMENT MANUFACTURER'S SHOP DRAWING FOR CONTROL WIRING.
- D. WIRE COLOR CODE
- (208Y/120V, 3 PH):
- (480Y/277V, 3 PH):
- PHASE A: BLACK
PHASE B: RED
PHASE C: BLUE
NEUTRAL: WHITE
GROUND: GREEN
- PHASE A: BROWN
PHASE B: ORANGE
PHASE C: YELLOW
NEUTRAL: GRAY OR WHITE
GROUND: GREEN
- E. ALL RACEWAYS LEAVING THE PANELBOARD ENCLOSURES SHALL BE CLEARLY MARKED WITH THEIR RESPECTIVE CIRCUIT NUMBERS. FOR EXAMPLE, A CONDUIT CONTAINING CONDUCTORS FOR PANEL MDP, CIRCUIT NO. 5 WOULD BE MARKED MDP-5. EMPTY CONDUITS SHALL BE MARKED "EMPTY".

16120 – WIRE AND CABLE

- A. BUILDING WIRE:
1. FEEDERS AND BRANCH CIRCUITS LARGER THAN NO. 6 AWG: COPPER, STRANDED CONDUCTOR, 600 VOLT INSULATION, THHN-2/THHN-2 OR XHHW-2, IN ACCORDANCE WITH NEMA WCS AND NEMA WC3. FEEDERS AND BRANCH CIRCUITS NO. 6 AWG AND SMALLER: COPPER CONDUCTOR, 600 VOLT INSULATION, THHN-2/THHN-2 OR XHHW-2 OR XHHW-2, IN ACCORDANCE WITH NEMA WCS AND NEMA WC3. CONNECTIONS TO MOTORS, TRANSFORMERS, SUSPENDED LIGHT FIXTURES, AND OTHER VIBRATING EQUIPMENT SHALL BE STRANDED.
2. CONTROL CIRCUITS: COPPER, STRANDED CONDUCTOR 600 VOLT INSULATION, THHN/THHN.
3. ALUMINUM CONDUCTORS WILL NOT BE ACCEPTABLE.
4. EXISTING CONDUCTORS WILL BE REUSED, AND /OR SPICED AND EXTENDED PROVIDED THE INSULATION HAS PASSED A MEAGER TEST IN ACCORDANCE WITH NFPA 70B (RECOMMENDED PRACTICE FOR ELECTRICAL EQUIPMENT MAINTENANCE), AND PROVEN TO BE FREE OF DEFECTS AND INSULATION BREAKDOWN.
- B. WIRING CONNECTIONS AND SPICES:
1. CONNECT AND SPICE WIRE NO. 8 AWG AND SMALLER WITH SELF-INSULATING, WIRE NUT CONNECTORS.
2. SPICE ALL NO. 6 AWG AND LARGER COPPER CONDUCTORS WITH HIGH CONDUCTIVITY, WROUGHT COPPER, COLOR-KEYED COMPRESSION CONNECTOR SIMILAR TO BURNDY OR TAB.
3. SET SCREW TYPE CONNECTORS ARE ONLY ACCEPTABLE ON THE LOAD SIDE LUGS OF CLASS 1 AND II SWITCHBOARDS, PANELBOARDS, CIRCUIT BREAKERS, FUSIBLE SWITCHES AND ON INDIVIDUAL MOTOR CONTROLLERS.
4. WHERE THREE OR MORE CONDUCTORS LARGER THAN NO. 8 AWG ARE SPICED TOGETHER, UTILIZE A SCREW-TYPE POWER DISTRIBUTION BLOCK SECURELY MOUNTED IN JUNCTION BOX.
5. ALUMINUM AND ALUMINUM ALLOY FITTINGS WILL NOT BE ACCEPTED.
6. LISTED CU/AL CONNECTORS OR TERMINAL LUGS SHALL BE USED WHEN SPLICING OR TAPPING NEW COPPER CONDUCTORS WITH EXISTING ALUMINUM CONDUCTORS TO REMAIN INSTALLED.
- C. GENERAL WIRING METHODS:
1. USE NO WIRE SMALLER THAN NO. 12 AWG FOR POWER AND LIGHTING CIRCUITS, AND NO SMALLER THAN NO. 14 AWG FOR CONTROL WIRING. PROVIDE MINIMUM OF NO. 12 AWG FOR ALL SWITCH LEADS. PROVIDE NEUTRAL CONDUCTOR OF THE SAME SIZE AS THE PHASE CONDUCTORS TO WHICH IT IS ASSOCIATED. COMMON NEUTRALS SHALL NOT BE USED FOR BRANCH CIRCUITS, UNLESS SPECIFICALLY NOTED OTHERWISE.
2. USE NO. 10 AWG CONDUCTOR MINIMUM FOR 20 AMPERE, 120 VOLT BRANCH CIRCUITS LONGER THAN 75 FEET, NO. 8 AWG LONGER THAN 120' AND USE NO. 10 AWG CONDUCTOR MINIMUM FOR 20 AMPERE, 277 VOLT BRANCH CIRCUITS LONGER THAN 175 FEET, NO. 8 AWG LONGER THAN 200'.
3. PROVIDE HOMERUN AND FEEDER CONDUCTORS OF CONTINUOUS LENGTH WITHOUT JOINT OR SPICE FROM OVERCURRENT DEVICE TO FIRST OUTLET.
4. INSTALL ALL WIRING IN CONDUIT CONCEALED IN WALL OR ABOVE CEILINGS.
5. NEATLY TRIM AND LACE WIRING INSIDE BOXES, PANELBOARDS, SWITCHGEAR, MOTOR CONTROL CENTERS, WIRING CUTTERS, AND OTHER EQUIPMENT.

6. PROVIDE APPROPRIATELY SIZED LUGS AND TERMINATIONS AT ALL EQUIPMENT. DO NOT REDUCE WIRE SIZE AT EQUIPMENT LUGS.
7. DRAWINGS INDICATE PROPOSED CIRCUITING ONLY, AND DO NOT INDICATE EVERY CONDUCTOR UNLESS INTENT IS UNCLEAR AND FURTHER CLARIFICATION IS REQUIRED. PROVIDE THE NECESSARY TRAVELERS FOR ALL THREE-WAY AND FOUR-WAY SWITCHES.
8. MAXIMUM CONDUIT FILL SHALL BE THREE PHASE CONDUCTORS (ON DIFFERENT PHASES), THREE INDIVIDUAL NEUTRAL CONDUCTORS (FOR EACH 120V OR 277V BRANCH CIRCUIT) AND GROUND CONDUCTOR.
- D. WIRING INSTALLATION IN RACEWAYS:
1. PULL ALL CONDUCTORS INTO A RACEWAY AT THE SAME TIME. USE UL LISTED WIRE PULLING LUBRICANT. DO NOT EXCEED MANUFACTURER'S RECOMMENDED TENSION.
2. INSTALL WIRE IN RACEWAY AFTER INTERIOR OF BUILDING HAS BEEN PHYSICALLY PROTECTED FROM THE WEATHER AND ALL MECHANICAL WORK LIKELY TO NUDGE CONDUCTORS HAS BEEN COMPLETED.
3. COMPLETELY AND THOROUGHLY SLAG RACEWAY SYSTEM BEFORE INSTALLING CONDUCTORS.
4. REMOVE AND DISCARD CONDUCTORS CUT TOO SHORT OR INSTALLED IN WRONG RACEWAY. DO NOT INSTALL CONDUCTORS WHICH HAVE BEEN REMOVED FROM A RACEWAY.

16130 – BOXES

- A. OUTLET BOXES:
1. PROVIDE GALVANIZED OR CADMIUM-PLATED PRESSED STEEL OUTLET BOXES SUITABLE FOR THE CONDITIONS OF EACH OUTLET. PROVIDE MULTI-GANG OUTLETS OF SINGLE BOX DESIGN; SECTIONAL BOXES WILL NOT BE ACCEPTABLE.
2. PROVIDE DEEP TYPE CAST METAL OUTLET BOXES LOCATED IN DAMP LOCATIONS EXPOSED TO WEATHER OR EXPOSED AREAS SUBJECT TO DAMAGE, COMPLETE WITH CASTKED COVER AND THREADED HUBS.
3. SWITCH AND RECEPTACLE OUTLET BOXES SHALL BE 4" SQUARE OR 4-11/16" AND MINIMUM OF 1-1/2" DEEP WITH SWITCH RING AS REQUIRED OR GANG BOXES A MINIMUM OF 2" DEEP WHEN MORE THAN TWO DEVICES MOUNT UNDER A COMMON COVER.
- B. PULL AND JUNCTION BOXES:
1. PROVIDE GALVANIZED SHEET METAL BOXES CONFORMING TO NEMA OS 1. PROVIDE HINGED ENCLOSURES FOR ANY BOX LARGER THAN 12 INCHES IN ANY DIMENSION UNLESS OTHERWISE NOTED.
2. PROVIDE SEPARATE PULL BOXES AND JUNCTION BOXES FOR ELECTRIC POWER, CONTROL, AND COMMUNICATION SYSTEMS.
3. ALL JUNCTION BOXES, WIRE TROUPHS AND PULL BOXES SHALL BE SIZED PER NFPA 70 REQUIREMENTS AND SHALL BE OF THE PROPER NEMA CLASSIFICATION FOR THE LOCATIONS WHERE THEY ARE INSTALLED. COVERS SHALL BE INSTALLED ON ALL ELECTRICAL BOXES. COVERS SHALL BE LABELED WITH CIRCUIT DESIGNATION IN PERMANENT MARKER OR ADHESIVE NAMEPLATE.
- C. INSTALLATION:
1. SET BOXES INSTALLED IN CONCEALED LOCATIONS FLUSH WITH THE FINISH SURFACES, AND PROVIDE WITH THE PROPER TYPE EXTENSION RINGS AND/OR COVERS WHERE REQUIRED.
2. PROVIDE RECESSED OUTLET BOXES IN FINISHED AREAS, SECURE BOXES TO INTERIOR WALL AND PARTITION STUDS, ACCURATELY POSITIONING TO ALLOW FOR SURFACE FINISH THICKNESS.
3. ALIGN WALL-MOUNTED OUTLET BOXES FOR SWITCHES, THERMOSTATS, AND SIMILAR DEVICES. INSTALL ALL GROUPED DEVICE LOCATIONS NEAT AND SYMMETRICAL. COORDINATE WITH A/E BEFORE ROUGH-IN. LOCATE PULL BOXES AND JUNCTION BOXES ABOVE ACCESSIBLE CEILINGS OR IN UNFINISHED AREAS.
4. PROVIDE PULL OR JUNCTION BOXES IN ACCESSIBLE LOCATIONS WHERE SHOWN OR AT LEAST EVERY 150 FEET IN STRAIGHT RUNS, OR AS REQUIRED BY CODE OR AS NEEDED FOR PROPER INSTALLATION OF WIRING AND JUNCTIONS.
5. IDENTIFY ALL JUNCTION BOXES BY CIRCUIT NUMBER ON COVER WITH LEGIBLE PERMANENT INK MARKER.
6. COVER PLATES OF ALL JUNCTION BOXES USED FOR FIRE ALARM WIRING SHALL BE PAINTED "RED".

16132 – CONDUIT

- A. MATERIALS:
1. PROVIDE RIGID METAL CONDUIT AND FITTINGS IN ACCORDANCE WITH ANSI C80.1; HOT DIP GALVANIZED.
2. PROVIDE ELECTRICAL METALLIC TUBING (EMT) AND FITTINGS IN ACCORDANCE WITH ANSI C80.3; HOT-DIPPED GALVANIZED TUBING.
- B. CONDUIT SIZING, ARRANGEMENT AND SUPPORT:
1. MINIMUM SIZE OF CONDUIT SHALL BE 3/4"-INCH. INDICATED SIZES ARE MINIMUM BASED ON THIN/THIN COPPER WIRE AND LARGER SIZES MAY BE USED FOR CONVENIENCE OF WIRE PULLING.
2. CONCEAL CONDUIT IN CEILING OR ALL FINISHED AREAS AND IN WALLS OF ALL AREAS OF THE BUILDING. IN UNFINISHED AREAS WITHOUT CEILINGS, CONDUIT MAY BE RUN EXPOSED OVERHEAD. INSTALL ALL CONDUIT, INCLUDING CONDUIT ABOVE ACCESSIBLE CEILING, PARALLEL OR PERPENDICULAR TO WALLS AND ADJACENT PIPING. NEATLY ROUTE CONDUIT IN A COMMON RACK WHERE POSSIBLE.
3. PROVIDE CLEARANCE BETWEEN CONDUIT AND PIPING. MAINTAIN 12 INCH CLEARANCE BETWEEN CONDUIT AND HEAT SOURCES SUCH AS FLUES, STEAM PIPES, AND HEATING APPLIANCES. ROUTE CONDUIT TO ALLOW FOR EQUIPMENT ACCESS AND MAINTENANCE.
4. AVOID CONDUIT SQUEEZING TO PREVENT DISTORTION OR ALIGNMENT BY WIRE PULLING OPERATIONS. FASTEN CONDUIT SECURELY TO BUILDING STRUCTURE USING CLIPS, HANGERS AND THREADED ROD. ROUTE CONDUIT TO ALLOW FOR EQUIPMENT ACCESS AND MAINTENANCE.
5. CONDUIT USED FOR FIRE ALARM CIRCUITS SHALL HAVE A 2 (TWO) INCH PAINTED "RED" BAND EVERY 10 (TEN) FEET.
6. PROVIDE PULL LINE IN ALL EMPT CONDUIT.
7. RIGID METALLIC CONDUIT (RMC) SHALL BE INSTALLED IN EXPOSED LOCATIONS WHERE INSTALLED BELOW 8'-0", WHERE THE CONDUIT MAY POSSIBLY BE DAMAGED, EXPOSED TO MOISTURE OR INSTALLED OUTDOORS.
- C. CONDUIT INSTALLATION SCHEDULE:
1. INTERIOR:
- A) EXPOSED:
- 1) RIGID METAL CONDUIT IN AREAS SUBJECT TO MOISTURE, CORROSIVE AGENTS PHYSICAL ABUSE, IN UNCONDITIONED SPACES OR FOR CONDUIT SIZES GREATER THAN 4 INCHES
- 2) ELECTRICAL METALLIC TUBING IN AREAS NOT SUBJECT TO MOISTURE, CORROSIVE AGENTS OR PHYSICAL ABUSE.
- B) CONCEALED:
- 1) RIGID METAL CONDUIT IN AREAS SUBJECT TO MOISTURE OR CORROSIVE AGENTS.
- 2) ELECTRICAL METALLIC TUBING IN AREAS NOT SUBJECT TO MOISTURE OR CORROSIVE AGENTS.
- C) CAST IN CONCRETE:
- 1) RIGID METAL CONDUIT.
- D) CONNECTIONS TO EQUIPMENT:
- 1) LIQUIDTIGHT FLEXIBLE METAL CONDUIT IN AREAS SUBJECT TO MOISTURE, HIGH HUMIDITY, OR CORROSIVE AGENTS.
- 2) FLEXIBLE METAL CONDUIT IN DRY, NONCORROSIVE AREAS.
- 3) FLEXIBLE METAL CONDUIT (FMC) MAY BE INSTALLED AS THE FINAL RACEWAY CONNECTION TO VIBRATING EQUIPMENT (I.E. PUMPS, MOTORS AND TRANSFORMERS). FLEXIBLE CONDUITS SHALL NOT EXCEED 8 FT IN LENGTH. FLEXIBLE CONDUIT IN ALL AREAS SUBJECT TO MOISTURE SHALL BE LIQUID-TIGHT METAL FLEXIBLE CONDUIT (LFMC).
- E) RIGID GALVANIZED STEEL CONDUIT (RGS) SHALL BE USED FOR WIRING IN THE FOLLOWING LOCATIONS:
- 1) WITHIN CONCRETE SLABS
- 2) EXPOSED TO MOISTURE AND MECHANICAL DAMAGE
- 4) EXTERIOR INSTALLATIONS

16440 – PANELBOARDS

- A. PANELBOARD MOUNTED BRANCH AND FEEDER CIRCUIT BREAKERS
1. BRANCH AND FEEDER CIRCUIT BREAKERS SHALL BE APPROPRIATELY SIZED NO GREATER THAN TO THE CONDUCTORS THEY ARE PROTECTING. ALL CIRCUIT BREAKERS INSTALLED SHALL BE SELECTED BASED ON A LOAD CALCULATION AND FROM THE NEXT SIZE STANDARD AMPERE RATING PER NFPA 70.
2. CIRCUIT BREAKERS SHALL BE FULLY RATED AND SHALL HAVE AN A.I.C. RATING EQUAL TO THAT OF THE PANEL IN WHICH THEY ARE INSTALLED.
3. 2-POLE AND 3-POLE CIRCUIT BREAKERS SHALL BE A SINGLE ASSEMBLY MANUFACTURED AND LISTED FOR MULTI-POLE USE. SINGLE POLE CIRCUIT BREAKERS ARE NOT PERMITTED TO BE GANGED TOGETHER TO FORM A MULTI-POLE CIRCUIT BREAKER.
4. CIRCUIT BREAKERS SHALL BE UL LISTED IN THE PANEL ASSEMBLY TO BE INSTALLED. BREAKERS MAY BE BOLT-ON OR SNAP-IN TYPE DEPENDING ON THE PANELBOARD CONFIGURATION.
5. ADJUSTABLE TRIP CIRCUIT BREAKERS SHALL BE PROVIDED WITH PROPERLY SIZED RATING TRIP PLUG.
6. CIRCUIT BREAKERS WITH ADJUSTABLE INSTANTANEOUS, LONG, SHORT AND GROUND PICKUP SETTING SHALL BE ADJUSTED ACCORDING TO THE CURRENT COORDINATION STUDY.
- B. CIRCUIT BREAKERS INSTALLED IN EXISTING PANELS
1. CIRCUIT BREAKERS SHALL HAVE AN A.I.C. RATING EQUAL TO THE PANEL IN WHICH THEY ARE INSTALLED. SERIES RATED CIRCUIT BREAKERS MAY BE SUBMITTED TO ELECTRICAL ENGINEER ON A CASE BY CASE BASIS.
2. A LOAD ANALYSIS OF THE RESPECTIVE PANELBOARD SHALL BE PROVIDED TO THE CONTRACTOR WHEN ADDING ADDITIONAL CIRCUITS TO AN EXISTING PANELBOARD.
3. SUBCONTRACTOR SHALL PROVIDE NEW OR UPDATE THE EXISTING PANELBOARD SCHEDULE WHEN ADDING NEW CIRCUITS TO AN EXISTING PANELBOARD.

16411 – DISCONNECT SWITCHES

- A. FURNISH AND INSTALL DISCONNECT SWITCHES OF SAME MANUFACTURER AS SWITCHGEAR.
- B. DISCONNECT SWITCHES
1. PROVIDE HEAVY DUTY, QUICK-MAKE, QUICK-BREAK, LOAD INTERRUPTER ENCLOSED SWITCH WITH EXTERNALLY OPERABLE HANDLE INTERLOCKED TO PREVENT OPENING FRONT COVER WITH SWITCH ON POSITION. HANDLE LOCKABLE IN OFF POSITION. FUSE CLIPS: DESIGNED TO ACCOMMODATE CLASS RK-5.
2. PROVIDE SOLID COPPER NEUTRAL BAR WHERE A NEUTRAL IS PRESENT IN THE CIRCUIT.
3. SAFETY DISCONNECT SWITCHES INSTALLED INDORS SHALL BE NEMA 1 RATED ENCLOSURES AND SAFETY DISCONNECT SWITCHES MOUNTED OUTDOORS SHALL BE NEMA 3R RATED ENCLOSURES.
- C. MANUAL MOTORS
1. FURNISH AND INSTALL FRACTIONAL HORSEPOWER MANUAL MOTOR STARTERS WITH ON-OFF CONTROL, THERMAL OVERLOAD RELAY AND PILOT LIGHTS. MANUFACTURED BY GENERAL ELECTRIC, SIEMENS, SQUARE "D", OR ALLEN BRADLEY.
- D. FUSES
1. FUSES 600 AMPERES AND LESS: UL 198E, CLASS RK-5; AS INDICATED ON DRAWINGS; TIME DELAY, DUAL ELEMENT, CURRENT LIMITING, 600 VOLT.
2. FUSES OVER 600 AMPERES: CLASS L, BOLT-ON TYPE, WITH TIME DELAY AND CAPABILITY TO HOLD 500 PERCENT RATED FUSE CURRENT FOR A MINIMUM OF FOUR SECONDS AND CLEAR 10 TIMES RATED FUSE CURRENT IN 0.01-SECOND OR LESS. PROVIDE FUSES WITH "O" RING SEALS BETWEEN END BELLS AND GLASS MELAMINE BARREL SIMILAR TO BUSSMAN TIME DELAY RPP-C.
- E. INSTALLATION
1. PROVIDE DISCONNECT SWITCHES, WHERE REQUIRED BY NFPA 70, WHERE INDICATED ON DRAWINGS, AND WHERE REQUIRED BY EQUIPMENT MANUFACTURER, IN A LOCATION CONVENIENT FOR MAINTENANCE ON EACH SWITCH AND ADJACENT EQUIPMENT.
2. PROVIDE SPARE FUSE CABINET IN MAIN ELECTRICAL ROOM COMPLETE WITH THREE SPARE FUSES FOR EACH RATING INSTALLED FOR FUSE SIZES OVER 600 AMPERES, AND TEN PERCENT SPARE FUSES (MINIMUM OF THREE) OF EACH TYPE AND RATING INSTALLED FOR 600 AMPERES OR LESS.
3. SAFETY DISCONNECT SWITCHES SHALL BE INSTALLED WITHIN LINE OF SIGHT OF THE RESPECTIVE MOTOR LOAD. THE SAFETY DISCONNECT SHALL BE LOCKABLE IN THE "D-ENERGIZED" STATE OF SITE CONDITIONS. PREVENT THE DISCONNECT FROM BEING INSTALLED WITHIN LINE OF SIGHT OF THE LOAD.

16420 – ENCLOSED CONTROLLERS

- 1.1 PRODUCTS
- A. FULL-VOLTAGE CONTROLLERS:
1. MAGNETIC CONTROLLER: FULL VOLTAGE, ELECTRICALLY HELD.
- a. CONFIGURATION: NONREVERSING.
- b. CONTROL CIRCUIT: FIELD COORDINATE WITH MECHANICAL CONTRACTOR. INTEGRAL CPT, WITH PRIMARY AND SECONDARY FUSES; WITH 50 VA SPARE CAPACITY.
- c. OVERLOAD RELAY: MELTING ALLOY.
2. COMBINATION MAGNETIC CONTROLLER: FUSIBLE DISCONNECTING MEANS, AND WITH AUXILIARY CONTACTS.
- B. ACCESSORIES:
1. PUSH BUTTONS: RECESSED SHROUDED TYPES; MOMENTARY AS INDICATED.
2. PILOT LIGHTS: LED TYPES; COLORS AS INDICATED; PUSH TO TEST.
3. SELECTOR SWITCHES: ROTARY HAND/OFF/AUTO TYPE.
4. CONTACTOR AUXILIARY CONTACT(S).

16441 – ANALYSIS AND TESTING

1. THE FOLLOWING ELECTRICAL ANALYSIS AND/OR STUDY MUST BE PROVIDED BY A REGISTERED PROFESSIONAL ENGINEER:
- ARC FLASH STUDY
 - COORDINATION STUDY
 - LOAD ANALYSIS
 - AVAILABLE SHORT-CIRCUIT ANALYSIS
- 16442 – GUARANTEE
1. THE SUBCONTRACTOR SHALL LEAVE THE ENTIRE ELECTRICAL SYSTEM INSTALLED UNDER THIS CONTRACT IN PROPER WORKING ORDER AND SHALL REPLACE, WITHOUT ADDITIONAL CHARGE, ALL WORK OR MATERIAL WHICH MAY DEVELOP DEFECTS, ORDINARY WEAR AND TEAR OR DAMAGE RESULTING FROM IMPROPER HANDLING EXCEPTED, WITHIN A PERIOD OF ONE YEAR FROM THE DATE OF INITIAL TESTING AND ACCEPTANCE BY THE CONTRACTOR.

ELECTRICAL SYMBOL LEGEND	
SYMBOL	DESCRIPTION
	DUPLEX RECEPTACLE. (18" A.F.F. UNLESS NOTED OTHERWISE).
	JUNCTION BOX
	JUNCTION BOX WITH FLEXIBLE CONNECTION TO EQUIPMENT
	HEAVY DUTY DISCONNECT SWITCH (NON-FUSED)
	HEAVY DUTY FUSED DISCONNECT SWITCH
	MAGNETIC MOTOR STARTER
	MOTOR
	SURFACE MOUNTED PANEL BOARD
	RECESSED MOUNTED PANEL BOARD
	SINGLE POLE TOGGLE SWITCH. (48" A.F.F. UNLESS NOTED OTHERWISE)
	CONTROL WIRING.
	LINE VOLTAGE WIRING.
	HOME RUN.
NOTE: NOT ALL SYMBOLS MAY APPEAR ON THE DRAWINGS.	

ELECTRICAL ABBREVIATIONS

A OR AMP	AMPERES	HOA	HAND-OFF-AUTO SWITCH	P	POLE
AAC	ABOVE ACCESSIBLE CEILING	HP	HORSEPOWER	PC	PULL BOX
AAC	ALTERNATING CURRENT	HVAC	HEATING, VENTILATING AND AIR CONDITIONING	PB	PULL CHAIN
ACT	ABOVE COUNTER TOP	IG	ISOLATED GROUND	PE	PNEUMATIC ELECTRIC SWITCH
AFF	ABOVE FINISHED FLOOR	IMC	INTERMEDIATE METALLIC CONDUIT	PH	PHASE
AFG	ABOVE FINISHED GRADE	JB	JUNCTION BOX	P/T	POTENTIAL TRANSFORMER
AHJ	AUTHORITY HAVING JURISDICTION	AC	AIR HANDLING UNIT	PVC	POLYVINYL CHLORIDE
AHJ	AIR HANDLING UNIT	KB	THOUSAND CIRCULAR MILS	RCS	RIGID GALVANIZED STEEL
AIC	INTERRUPTING CAPACITY(RMS SYMMETRICAL AMPERES)	KV	KILOVOLTS (1000 VOLTS)	RWC	RIGID METALLIC CONDUIT
ATS	AUTOMATIC TRANSFER SWITCH	KVA	KILOVOLT AMPERES (1000 VOLT-AMPERES)	RTU	ROOFTOP UNIT
BFG	BELOW FINISHED GRADE	KW	KILOWATTS (1000 WATTS)	SW	SWITCH
BKBD	BACKBOARD	LRA	LOCKED ROTOR AMPS	SWBD	SWITCHBOARD
C OR COND	CONDUIT	MCA	MINIMUM CIRCUIT AMPS	T	TELEPHONE
C/T	CIRCUIT TRANSFORMER	MCB	MAIN CIRCUIT BREAKER	TYP	TYPICAL
CB, C/B	CIRCUIT BREAKER	MCC	MOTOR CONTROL CENTER	TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSOR
CFA	CALL FOR ASSISTANCE	MCW	THOUSAND CIRCULAR MILS	UF	UNDERFLOOR
CLG	CEILING	MD	MOTORIZED DAMPER	UG	UNDERGROUND
CPT	CURRENT POTENTIAL TRANSFORMER	MDP	MAIN DISTRIBUTION PANEL	UL	UNDERWRITERS LABORATORIES
CU	CONDENSING UNIT	MFR, MTR	MANUFACTURER	UTP	UNSHIELDED TWISTED PAIR
DC	DIRECT CURRENT	MH	MECHANICALLY HELD	V	VOLTS
DISC. SW	DISCONNECT SWITCH	MIC	MICROPHONE	VP	VAPORPROOF
DN	DOWN	MLO	MAIN LUGS ONLY	VSD	VARIABLE SPEED DRIVE
EO	ELECTRICALLY OPERATED	MO	MOTOR OPERATED	YFO	VARIABLE FREQUENCY DRIVE
EDH	ELECTRIC DUCT HEATER	MTD	MOUNTED		
EF	EXHAUST FAN	MUA, MAU	MAKE-UP AIR UNIT	W/	WITH
EMERGENCY	EMERGENCY	NC	NORMALLY CLOSED	W/P	WEATHERPROOF
EP	ELECTRIC PNEUMATIC SWITCH	NCC	NATIONAL ELECTRIC CODE	XFMR, TXFMR	TRANSFORMER
EUH	ELECTRIC UNIT HEATER	NEC	NATIONAL ELECTRIC CODE		
EWI	ELECTRIC WATER COOLER	NFPA	NATIONAL FIRE PROTECTION ASSOCIATION		
	ELECTRIC WALL HEATER	NFPA	NATIONAL FIRE PROTECTION ASSOCIATION		
FA	FIRE ALARM	NIC	NOT IN CONTRACT	EXISTING ELECTRICAL EQUIPMENT ABBREVIATIONS	
FACP	FIRE ALARM CONTROL PANEL	NL	NIGHT LIGHT		
FCU	FAN COOL UNIT			EX	EXISTING TO REMAIN
FLA	FULL LOAD AMPS	NO	NORMALLY OPEN	RE	REMOVE EXISTING
		NTS	NOT TO SCALE	RL	RELOCATE EXISTING
GFI, GFCI	GROUND FAULT CIRCUIT INTERRUPTER	OC	OCCUPANCY SENSOR	NL	NEW LOCATION OF EXISTING RELOCATED
G, GND	GROUND			NR	NEW TO REPLACE EXISTING
				RR	REMOVE AND REPLACE ON NEW SURFACE
NOTE: NOT ALL ABBREVIATIONS MAY APPEAR ON THE DRAWINGS.					

ELECTRICAL GENERAL NOTES

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH AND SHALL CONFORM IN ALL ASPECTS TO THE NATIONAL ELECTRICAL CODE AS WELL AS OTHER NFPA CODES & LOCAL BUILDING CODES.
2. ALL PERMITS, LICENSES AND CERTIFICATES COVERING THE COMPLETE INSTALLATION OF THE ELECTRICAL WORK SHALL BE OBTAINED AND PAID FOR BY THE CONTRACTOR (NORESCO).
3. ALL CORE-BORING, BACKFILLING AND RESURFACING REQUIRED FOR THE ELECTRICAL WORK SHALL BE PROVIDED BY THE SUB-CONTRACTOR.
4. ALL CUTTING PATCHING AND RETRINISHING OF WALLS, FLOORS & CEILINGS REQUIRED FOR THE ELECTRICAL WORK SHALL BE PROVIDED FOR BY THE SUB-CONTRACTOR.
5. THESE DRAWINGS ARE DIAGRAMMATIC ONLY; EXACT LOCATIONS OF ALL CONDUIT, ETC. MUST BE FIELD DETERMINED AND RUN TO AVOID OBSTRUCTIONS AND MECHANICAL EQUIPMENT.
6. UNLESS OTHERWISE NOTED, MINIMUM WIRE SIZE SHALL BE #12 AWG, THHN OR THHN COPPER; MINIMUM CONDUIT SIZE SHALL BE 3/4". UNLESS OTHERWISE SPECIFIED 20A, 120V BRANCH CIRCUIT WIRING SHALL BE 2/12, #12G.
7. ALL WIRING SHALL BE CONCEALED AND RUN IN WALLS OR ABOVE CEILINGS. EXPOSED CONDUIT IS PERMITTED, IN UNFINISHED SPACES.
8. WORK NOT INCLUDED IN CONTRACT (N.I.C.): ANY WIRING OR EQUIPMENT NOT TO BE FURNISHED BY ELECTRICAL CONTRACTOR SHALL BE INDICATED ON PLANS AS N.I.C.
9. SITE VISITATION – PRIOR TO SUBMITTING A BID FOR HIS WORK, THE ELECTRICAL CONTRACTOR SHALL VISIT THE SITE TO INSPECT THE NATURE AND EXTENT OF THE EXISTING CONDITIONS AND EQUIPMENT, AND DETERMINE HOW THEY WILL AFFECT THE INSTALLATION OF ELECTRICAL WORK.
10. ALL UNUSED CONDUIT AND WIRING SHALL BE DROPPED TO THE FLOOR BY THE ELECTRICIAN FOR REMOVAL FROM THE BUILDING BY THE ELECTRICAL CONTRACTOR.
11. WORKMANSHIP: ONLY THE BEST IN WORKMANSHIP IN ACCORDANCE WITH PRESENT STANDARDS WILL BE ACCEPTABLE. ANY WORK INSTALLED AND JUDGED BY THE ENGINEER TO BE BELOW STANDARDS SHALL BE TAKEN OUT AND REPLACED WITH PROPERLY DONE WORK AT ELECTRICAL CONTRACTOR'S EXPENSE.
12. GUARANTEE: ELECTRICAL CONTRACTOR SHALL GUARANTEE ALL EQUIPMENT AND WIRING TO BE FREE FROM INHERENT MECHANICAL AND ELECTRICAL DEFECTS FOR A PERIOD OF ONE YEAR FROM DATE OF SUBSTANTIAL COMPLETION OF PROJECT. ALL DEFECTS SHALL BE REPAIRED, DURING THIS PERIOD, AT NO CHARGE TO OWNER (MISUSE OR ABUSE CAUSED PROBLEMS EXCEPTED).
13. SUBSTITUTIONS OF EQUIPMENT: SPECIFIED PRODUCTS SHALL BE USED AS THE BASIS OF BID AND SHALL BE PROVIDED; WHERE 2 OR MORE MANUFACTURERS ARE LISTED, THE CHOICE IS AT THE CONTRACTOR'S OPTION. AN APPROVED EQUAL SHALL BE DETERMINED BY ENGINEER.
14. ALL 15A/20A, 120V HOMERUNS GREATER THAN 75' SHALL BE #10 WIRE MINIMUM; GREATER THAN 120' SHALL BE #8 WIRE MINIMUM. ALL 20A, 277V HOMERUNS GREATER THAN 175' SHALL BE #10 WIRE MINIMUM; GREATER THAN 280' SHALL BE #8 MINIMUM. TYPICAL FOR PHASE, NEUTRAL, AND GROUND CONDUCTORS. ELECTRICAL CONTRACTOR SHALL PERFORM VOLTAGE DROP CALCULATIONS FOR BRANCH CIRCUITS LONGER THAN SPECIFIED ABOVE AS PER NEC.
15. ELECTRICAL CONTRACTOR SHALL FIELD VERIFY NAMEPLATE LOADS OF ALL EQUIPMENT (MECHANICAL AND OWNER SUPPLIED) TO INSURE PROPER WIRE SIZING AND OVERCURRENT PROTECTION AND SHALL NOTIFY ENGINEER OF DISCREPANCIES.
16. ELECTRICAL CONTRACTOR SHALL SEAL ALL ELECTRICAL PENETRATIONS THRU FIRE RATED PARTITIONS WITH FIRE RATED MATERIAL EQUAL TO DOW CORNING SILICONE RTV FOAM AS A MINIMUM. MATERIAL SELECTION SHALL BE BASED ON RATING OF PARTITION PENETRATED.
17. ALL SUPPLEMENTARY STEEL REQUIRED FOR ELECTRICAL WORK SHALL BE PROVIDED BY THE ELECTRICAL CONTRACTOR.
18. WHERE NOTED ON DRAWINGS OR WHERE ELECTRICAL CONTRACTOR ELECTS TO GROUP CIRCUITS PER ONE NEUTRAL THEY SHALL USE NEUTRAL AS FOLLOWS:
- a. #10 NEUTRAL PER TWO CIRCUITS
- b. #8 NEUTRAL PER THREE CIRCUITS
19. PROVIDE INSULATED GROUNDING CONDUCTOR IN ALL CONDUITS AND CABLE ASSEMBLIES TO COMPLY WITH NEC.
20. ALL EMPTY CONDUITS FOR FUTURE WORK SHALL BE PROVIDED WITH A PULL WIRE.
21. ELECTRICAL CONTRACTOR SHALL COORDINATE INSTALLATION OF ELECTRICAL WORK ABOVE THE CEILING TO PROVIDE THE GREATEST POSSIBLE CLEARANCE FOR INSTALLATION OF PLUMBING AND MECHANICAL INSTALLATION. CONDUIT RUNS TO BE THROUGH OR ABOVE TRUSSES WHERE POSSIBLE.
22. ELECTRICAL CONTRACTOR TO COORDINATE EXACT PLACEMENT OF ALL DEVICES SHOWN ON THE ELECTRICAL CONSTRUCTION DOCUMENTS WITH MECHANICAL AND PLUMBING DRAWINGS PRIOR TO FINAL PLACEMENT.
23. ALL WIRE IN CEILING MUST BE PLENUM RATED.
24. WIRING FOR LOW VOLTAGE SYSTEMS SHALL BE RUN CONCEALED WITHIN WALLS AND ABOVE CEILINGS.
25. PANEL DIRECTORIES SHALL BE COMPLETELY FILLED IN AT COMPLETION OF JOB.
26. ELECTRICAL CONTRACTOR MUST PRODUCE A LETTER ATTESTING THAT WORK HAS BEEN COMPLETED TO THE SATISFACTION OF THE BUILDING MANAGER WHO WILL CONFIRM HIS ACCEPTANCE BY AFFIXING HIS SIGNATURE TO THE LETTER IN A SPACE PROVIDED FOR THIS PURPOSE. WORK WILL NOT BE CONSIDERED AS BEING COMPLETE WITHOUT THIS LETTER.
27. AT THE COMPLETION OF THE JOB, IT WILL BE THE ELECTRICAL CONTRACTOR'S RESPONSIBILITY TO TURN OVER TO THE BUILDING MANAGER AN AS-BUILT-DRAWING IN REPRODUCIBLE FORM. THIS DRAWING DOES NOT HAVE TO BE MADE FROM SCRATCH; THE CONTRACT REFLECTED CEILING AND POWER PLANS MAY BE USED AS BACKGROUNDS WITH THE ACTUAL CIRCUITING CHANGES ADDED.
28. PRIOR TO THE ELECTRICAL CONTRACTOR BEING RELEASED FROM ALL OBLIGATIONS, HE WILL OBTAIN AND TURN OVER TO THE BUILDING MANAGER THE ORIGINAL COPY OF THE "CERTIFICATE OF ELECTRICAL INSPECTION".
29. COORDINATE EXACT LOCATIONS AND MOUNTING HEIGHTS OF EQUIPMENT AND DEVICES WITH ARCHITECT.
30. SUBCONTRACTOR SHALL PROVIDE ADDITIONAL GENERAL PURPOSE RECEPTACLES FOR SERVICING MECHANICAL EQUIPMENT INSTALLED UNDER THIS CONTRACT (I.E. NEAR ROOFTOP UNITS AND CONDENSING UNITS).
31. ADDITIONAL GFI RECEPTACLES SHALL BE PROVIDED IN LOCATIONS OUTLINED PER NFPA 70 FOR RENOVATIONS OF MECHANICAL ROOMS.
32. MECHANICAL ROOM LIGHT FIXTURES HINDERING AN INSTALLATION SHALL BE DISCONNECTED AND REMOVED DURING CONSTRUCTION TO FACILITATE DEMOLITION AND/OR INSTALLATION OF MECHANICAL EQUIPMENT, PIPING AND DUCTWORK. SUBCONTRACTOR SHALL REINSTALL LIGHT FIXTURES WHEN EQUIPMENT INSTALLATION IS COMPLETE. LIGHT LEVELS SHALL BE THE SAME AS BEFORE.

ELECTRICAL GENERAL DEMOLITION NOTES

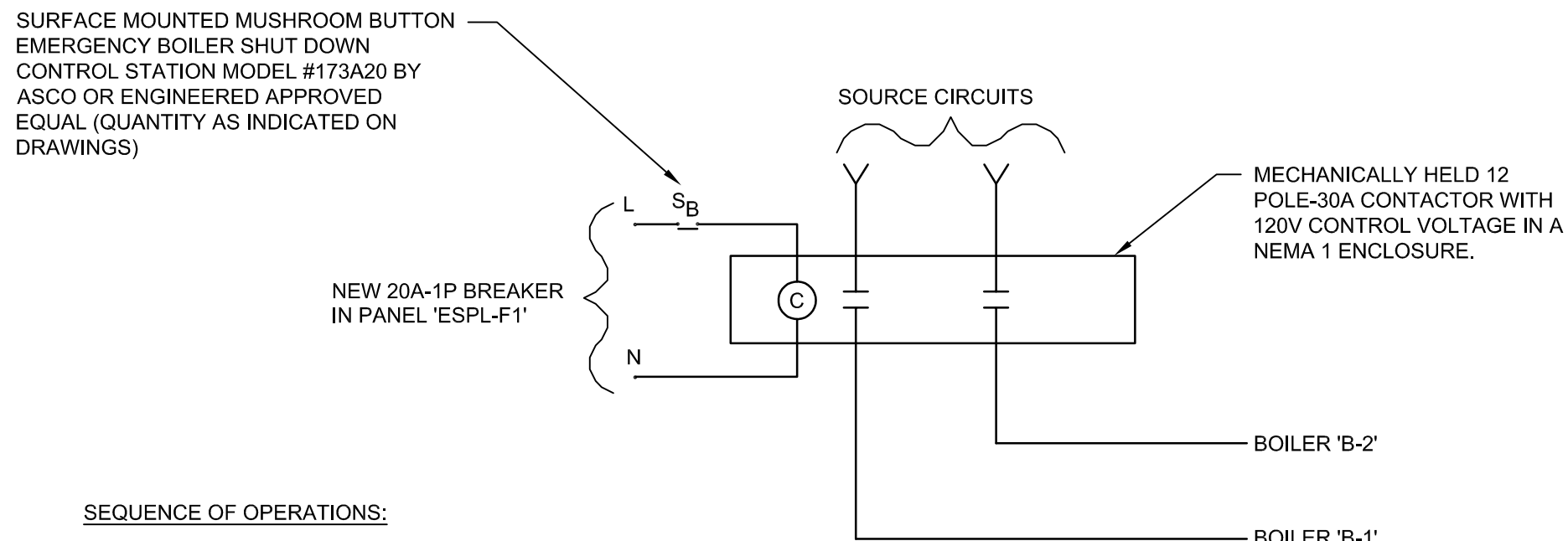
1. VISIT AND INSPECT THE JOB SITE PRIOR TO BIDDING AND BECOME FAMILIAR WITH ALL EXISTING CONDITIONS. INCLUDE THE COST OF THE WORK REQUIRED TO ACCOMMODATE THE EXISTING CONDITIONS IN THE BID PROPOSAL.
2. THE INTENT OF THE WORK IS TO REMOVE, REPLACE OR RELOCATE ALL ELECTRICAL DEVICES, WIRING AND EQUIPMENT INCLUDING FIRE ALARM, LIGHTING AND SOUND SYSTEMS AND TELECOM AS REQUIRED BY THE NEW ARCHITECTURAL WORK AND AS SHOWN ON THE DRAWINGS, AS NECESSARY. NOT ALL DEVICES ARE SHOWN. THE CONTRACTOR IS RESPONSIBLE FOR REVIEWING THE ARCHITECTURAL DRAWINGS AND PROVIDING MISCELLANEOUS REMOVALS AND RELOCATION AS REQUIRED BY THAT WORK.
3. REFER TO ARCHITECTURAL DRAWINGS FOR EXTENT OF BUILDING DEMOLITION WORK. REFER TO REFLECTED CEILING PLAN FOR EXTENT OF CEILING REMOVALS AND REPLACEMENTS. REFER TO ARCHITECTURAL ELEVATIONS AND SECTIONS FOR EXTENT OF WALL RENOVATIONS, PATCHING AND FINISHES.
4. DEMOLITION WORK SHOWN ON THESE DRAWINGS IS BASED ON LIMITED FIELD OBSERVATION AND EXISTING RECORD DOCUMENT. REPORT DISCREPANCIES TO ARCHITECT/ENGINEER BEFORE DISTURBING EXISTING INSTALLATION. THESE DRAWINGS SHOW EQUIPMENT LOCATIONS ONLY; WIRING SHOWN IS SCHEMATIC IN

ELECTRICAL KEY NOTES:

1. BOILER POWER: NEW 1/2" C, (3) #10, (1) #10 GND. TERMINATE BOILER #1 TO EXISTING BURNER #1 FUSED DISCONNECT AND BOILER #2 TO EXISTING BURNER #2 FUSED DISCONNECT. REPLACE EXISTING FUSES WITH 30A FUSE, PROVIDE SIX (6) SPARE 30A FUSES FOR OWNER STOCK.
2. 120V CONTROL WIRING TO NEW COMBUSTION AIR DAMPERS. PROVIDE CONTROL(S) CIRCUITS: (2) SETS OF 3/4" C (2) #12, (1) #12 GND FROM PANEL '1' OKT 15. FIELD COORDINATE EXACT REQUIREMENTS WITH MANUFACTURER'S REQUIREMENTS. ONE (1) CIRCUIT PER BURNER, CONNECT WIRING TO BURNER CONTROLS. WHEN BURNER FIRES, RESPECTIVE DAMPER SHALL OPEN. PROVIDE END-SWITCH AND 18-2 CONDUCTOR FOR BURNER LOCKOUT WHEN DAMPER FAILS TO OPEN.
3. NEW 1/2" C FROM EXISTING DDC PANEL TO EACH BOILER, DDC VENDOR TO PROVIDE COORDINATE REQUIREMENTS WITH BUILDING DDC VENDOR.
4. NEW 1/2" C, (2) #12, (1) #12 GND (ONE SET PER PUMP). TERMINATE AT BOILER FEED PUMP. MODIFY BOILER FEED CONTROL TO ENABLE RESPECTIVE BOILER FEED PUMP TO COME ON WHEN BOILER FEED CONTROL ENGAGES.
5. NEW 1/2" C, (2) #12, (1) #12, GND FROM BOILER CONTROLLERS TO NEW EMERGENCY BOILER SHUT OFF SWITCH(S).

GENERAL NOTES:

1. SEE SPECIFICATIONS, SCHEDULES, DETAILS, NOTES, LEGENDS, ABBREVIATIONS, ETC. FOR ADDITIONAL INFORMATION AND REQUIREMENTS.

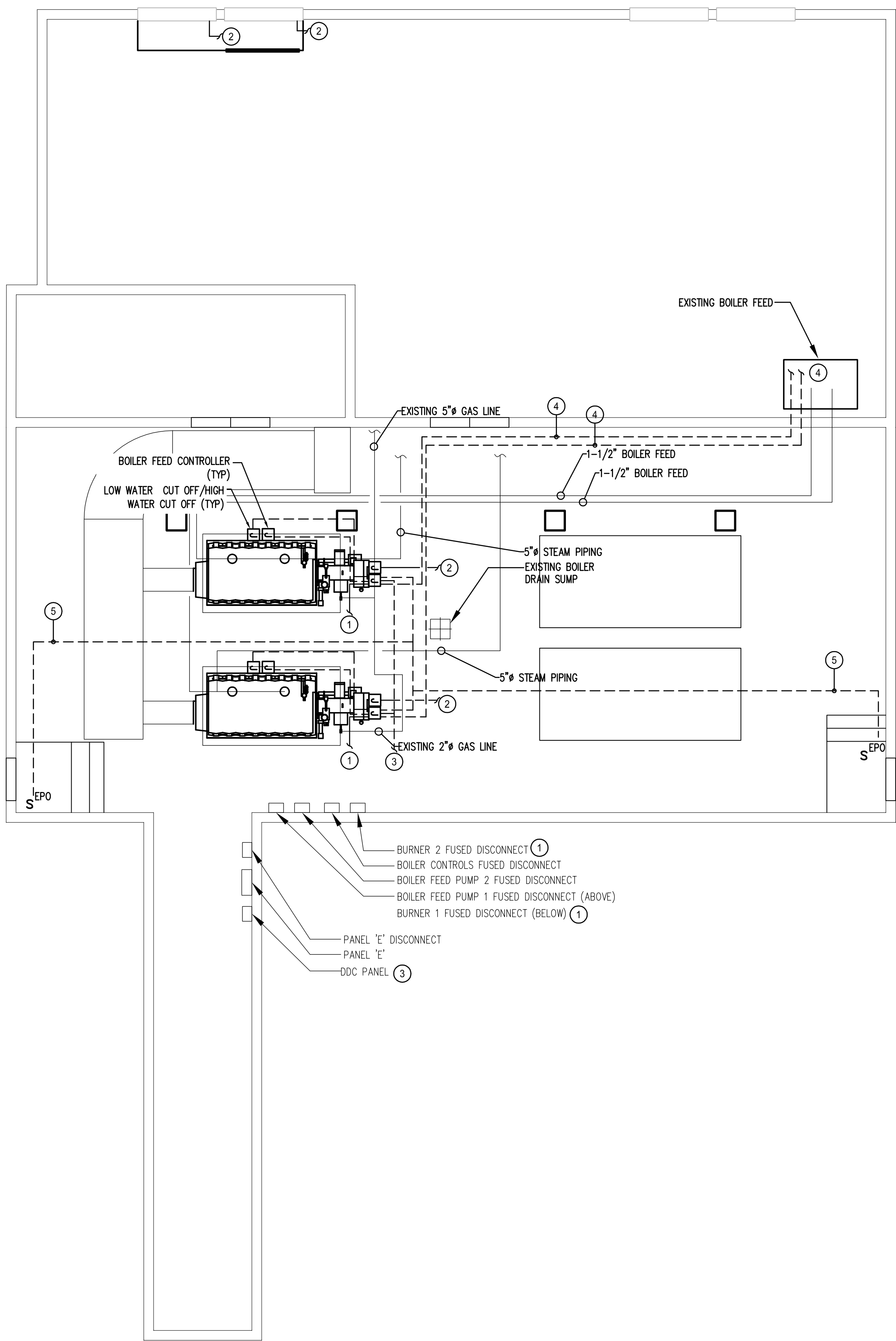


3 EMERGENCY BOILER SHUT-DOWN OPERATOR STATION SCHEMATIC
NOT TO SCALE

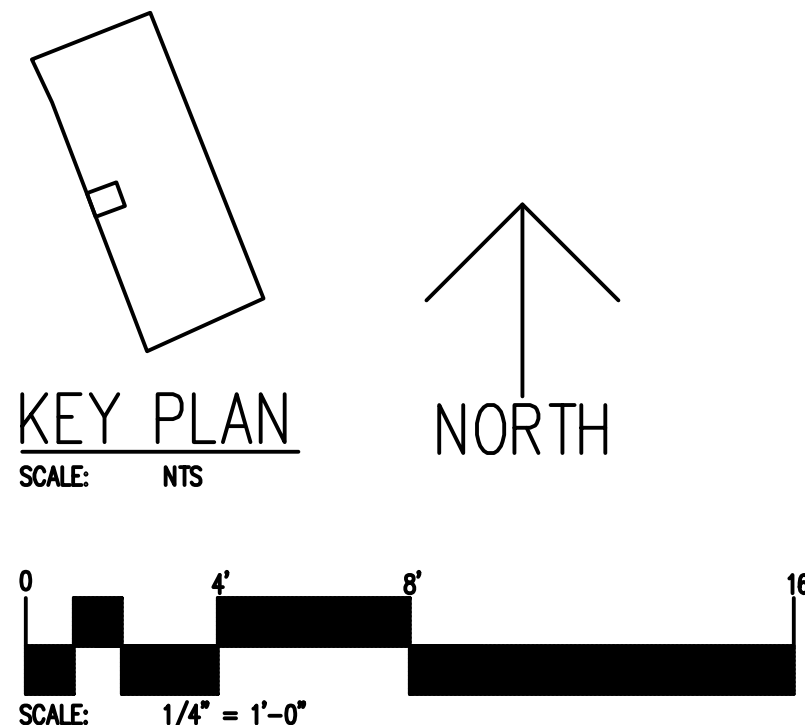
MECHANICAL EQUIPMENT FEEDER SCHEDULE								
EQUIPMENT	VOLTAGE	PHASE	AMP	HP	KW	DISC. SWITCH/NEMA RATING	FUSE	REMARKS
B-1	208	3	2.5	1 HP	N/A	FURNISHED BY OTHERS	15A, 1P	2/#12, (1) #12 GND, 3/4" C.
B-2	208	3	2.5	1 HP	N/A	FURNISHED BY OTHERS	15A, 1P	2/#12, (1) #12 GND, 3/4" C.

PANEL 'E' (EXISTING)												
AMP/MAINS:			100A MCB			KAIC			10			
VOLTAGE/PHASE/WIRE:			208-120, 3Ø, 4W			MOUNTING:			SURFACE			
FEED:			4#3, #8G, 1-1/4" C			LOCATION:			BOILER ROOM			
CIRCUIT BREAKER				PHASE			PHASE			CIRCUIT BREAKER		
POS.	AMP	POLES	LOAD DESCRIPTION	KVA	A	B	C	KVA	LOAD DESCRIPTION	POLES	AMP	POS.
1			ELEVATOR	7.20	9.60			2.40	ELEVATOR CAB LTS	1	20	2
3	60	3		7.20		9.60		2.40	SHAFT LTS	1	20	4
5				7.20			10.80	3.60				6
7	20	3	BSMT LOBBY LTS	2.40	6.00			3.60	LOBBY HEATER BSMT	3	30	8
9	20	3	SHAFT PLUG	2.40		6.00		3.60				10
11	20	3	HEATER 1ST, 2ND FLR	2.40			4.80	2.40	PIT PLUG	1	20	12
13	20	1	SECURITY BOX	2.40	4.80			2.40	PIT LT	1	20	14
15	20	1	BOILER CONTROLS (NEW)	2.40		2.40		0.00				16
17				0.00				0.00				18
19				0.00				0.00				20
21				0.00				0.00				22
23				0.00				0.00				24
25				0.00				0.00				26
27				--				--				28
29				--				--				30
TOTAL KVA				--	20.40	18.00	15.60	--				

2 ELECTRICAL PANEL SCHEDULE - PANEL 'E'
NTS



1 BASEMENT RENOVATION ELECTRICAL BOILER PLAN
1/4" = 1'-0"



Pre-Renovation Hazardous Materials Inspection Report

For

**Kingsbury Elementary School
220 Columbia Boulevard
Waterbury, Connecticut**

PREPARED FOR:

Waterbury Public Schools
236 Grand Street
Waterbury, Connecticut 06702

PREPARED BY:



121 North Plains Industrial Road; Unit F
Wallingford, CT 06492
Phone (203) 288-1281

January 6, 2022

SIGNATURES OF REPORT AUTHORS

The employees of Facility Support Services, LLC whose names appear below prepared this report. Requests for information on the content of this document should be directed to these individuals.

A handwritten signature in dark ink, appearing to read 'Michael DiFabio', is positioned above a horizontal line.

Michael DiFabio
HBM Project Manager

I. PROJECT NARRATIVE

On December 27, 2021 Facility Support Services, LLC (FSS) performed a pre-renovation inspection for hazardous materials at the F. J. Kingsbury Elementary School located at 220 Columbia Boulevard; Waterbury, Connecticut. The purpose of this inspection was to identify the presence of asbestos and PCBs in building materials proposed to be disturbed during a boiler replacement project within the building.

FSS licensed asbestos inspector Michael DiFabio performed the inspection/sampling. Licenses for the asbestos inspector are provided in Section VI. FSS utilized best industry practices to identify all accessible suspect asbestos and/or PCB containing materials associated with the renovation.

Any material that has not been identified during this inspection or discovered during renovation activities must be presumed to contain asbestos or PCBs until such time that sampling of the material can be conducted.

This asbestos inspection was performed following the EPA's NESHAP regulations for building renovations and demolition (40 CFR Part 61, Amended 11/20/1990). A total of sixty-three (63) bulk suspect asbestos samples were collected during this inspection. The materials identified and sampled for asbestos from the building during this inspection included:

- Boiler #1
 - Burner Roping
 - Fiberglass Insulation Joint Sealant
- Boiler #2
 - Burner Roping
 - Fiberglass Insulation Joint Sealant
 - Breeching Fabric Wrap
 - White Insulation Between Fabric and Fiberglass (Breeching)
- Boilers #3
 - Residual Breeching/Vent Pipe Insulation
 - Residual Boiler Jacket Insulation
 - Fire Brick (Interior)
 - Fire Brick Mortar (Interior)
 - Patching Compound on Front Plate (Boiler #3)
 - Face Plate Center Seam Compound (Boiler #4)
 - Burner Plate Insulation
 - Boiler Rib Insulation
- Boiler Room/Water Feed Room
 - Wall Brick Skim Coat
 - Wall Brick
 - Wall Brick Mortar
 - Stone Foundation Smoothing Coat
 - Ceiling Plaster Skim Coat
 - Ceiling Plaster Base Coat

- Exterior (Wooden Louver – Water Main Room)
 - Window Frame Caulking

Refer to the chain of custody/laboratory report for exact locations of sample collection.

The Polychlorinated Biphenyl (PCB) inspection was performed following industry accepted work methodologies. A total of one (1) bulk suspect PCB samples were collected during this inspection. The materials identified and sampled for PCBs from the building during this inspection included:

- PCB-01: Exterior (Wooden Louver – Water Main Room) – Window Frame Caulking

II. SUMMARY OF RESULTS

Samples of building materials collected by FSS for asbestos were analyzed by EMSL Analytical, Inc., for asbestos (EPA method 600/R-93/116). This is currently the approved EPA test method, which uses Polarized Light Microscopy (PLM). EMSL Analytical, Inc. is an accredited asbestos laboratory (NVLAP #200700-0) and is a State of Connecticut approved public health laboratory for asbestos analysis. Samples of building materials collected by FSS for PCBs were analyzed by Complete Environmental Testing (CET) of Stratford, CT. CET is a state-licensed laboratory.

See Section V for a copy of the laboratory analytical reports for the samples collected.

ASBESTOS

Asbestos Containing Materials Found During the Inspection

There were findings of asbestos greater than one percent (>1%) in samples taken of the following materials:

- Boilers #3
 - Residual Breeching/Vent Pipe Insulation
 - Residual Boiler Jacket Insulation
 - Patching Compound on Front Plate (Boiler #3)
 - Face Plate Center Seam Compound (Boiler #4)
 - Burner Plate Insulation
 - Boiler Rib Insulation
- Exterior (Wooden Louver – Water Main Room)
 - Window Frame Caulking

Please note that the Wall Brick Skim Coat, although not considered an “asbestos containing material” due to concentrations less than 1% by weight, still contains trace amounts of Chrysotile Asbestos (between 0 – 1%) and should be treated following all Federal and OSHA regulations.

PCBs

The one sample of suspect PCB containing material (PCB-01) was analyzed by the laboratory and identified as having no detectable levels of PCBs.

III. CONCLUSIONS

When renovations begin, all asbestos containing materials, that are planned to be disturbed, are to be removed by a State of Connecticut licensed Asbestos Abatement Contractor. All debris must be sent to an appropriate landfill for final disposal following all appropriate regulations. Any material discovered during renovation activities which have not been included in this survey must be presumed to contain asbestos and/or PCBs until such time that the material can be evaluated and sampled.

Asbestos - Seven asbestos containing materials (>1% asbestos) were identified in materials proposed for renovation:

- Boilers #3
 - Residual Breeching/Vent Pipe Insulation
 - Residual Boiler Jacket Insulation
 - Patching Compound on Front Plate (Boiler #3)
 - Face Plate Center Seam Compound (Boiler #4)
 - Burner Plate Insulation
 - Boiler Rib Insulation
- Exterior (Wooden Louver – Water Main Room)
 - Window Frame Caulking

An asbestos work plan should be prepared for removal and proper disposal of these materials prior to the planned renovations.

PCBs – One suspected PCB containing material was sampled during this inspection. It was identified by laboratory analysis to have non-detectable levels of PCB.

IV. LABORATORY ANALYTICAL RESULTS



EMSL Analytical, Inc.

165 Gracey Avenue Meriden, CT 06451

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<http://www.EMSL.com> / wallingfordlab@emsl.com

EMSL Order: 242107129

Customer ID: FSS93

Customer PO:

Project ID:

Attention: Michael DiFabio

Facility Support Services, LLC

121 North Plains Industrial Road, Unit F

Wallingford, CT 06492

Phone: (203) 288-1281

Fax: (203) 248-4409

Received Date: 12/27/2021 4:00 PM

Analysis Date: 01/03/2022 - 01/04/2022

Collected Date: 12/27/2021

Project: KINGSBURY/ 20219

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos % Type
			% Fibrous	% Non-Fibrous	
K1227-01A 242107129-0001	BOILER #1 - BURNER ROPING	White/Rust Fibrous Homogeneous	85% Glass	15% Non-fibrous (Other)	None Detected
K1227-01B 242107129-0002	BOILER #1 - BURNER ROPING	White/Rust Fibrous Homogeneous	85% Glass	15% Non-fibrous (Other)	None Detected
K1227-01C 242107129-0003	BOILER #2 - BURNER ROPING	Gray Fibrous Homogeneous	85% Glass	15% Non-fibrous (Other)	None Detected
K1227-02A 242107129-0004	BOILER #2 - FIBERGLASS INSULATION JOINT SEALANT	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
K1227-02B 242107129-0005	BOILER #1 - FIBERGLASS INSULATION JOINT SEALANT	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
K1227-02C 242107129-0006	BOILER #1 - FIBERGLASS INSULATION JOINT SEALANT	Tan Non-Fibrous Homogeneous	5% Cellulose 2% Glass	93% Non-fibrous (Other)	None Detected
K1227-03A 242107129-0007	BOILER #2 - BREECHING FABRIC WRAP	White Fibrous Homogeneous	85% Glass	15% Non-fibrous (Other)	None Detected
K1227-03B 242107129-0008	BOILER #2 - BREECHING FABRIC WRAP	White Fibrous Homogeneous	85% Glass	15% Non-fibrous (Other)	None Detected
K1227-03C 242107129-0009	BOILER #2 - BREECHING FABRIC WRAP	White Fibrous Homogeneous	85% Glass	15% Non-fibrous (Other)	None Detected
K1227-04A 242107129-0010	BOILER #2 - WHITE INSULATION BETWEEN FABRIC + FIBERGLASS	Gray Non-Fibrous Homogeneous	25% Min. Wool	75% Non-fibrous (Other)	None Detected
K1227-04B 242107129-0011	BOILER #2 - WHITE INSULATION BETWEEN FABRIC + FIBERGLASS	Gray Non-Fibrous Homogeneous	25% Min. Wool	75% Non-fibrous (Other)	None Detected
K1227-04C 242107129-0012	BOILER #2 - WHITE INSULATION BETWEEN FABRIC + FIBERGLASS	Gray Non-Fibrous Homogeneous	20% Min. Wool	80% Non-fibrous (Other)	None Detected
K1227-05A 242107129-0013	BOILERS 3+4 - RESIDUAL BREECHING/VENT PIPE INSULATION	Gray/Rust Fibrous Homogeneous		65% Non-fibrous (Other)	35% Chrysotile
K1227-05B 242107129-0014	BOILERS 3+4 - RESIDUAL BREECHING/VENT PIPE INSULATION	Gray/Rust Fibrous Homogeneous		65% Non-fibrous (Other)	35% Chrysotile

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EMSL Order: 242107129

Customer ID: FSS93

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Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
K1227-05C 242107129-0015	BOILERS 3+4 - RESIDUAL BREECHING/VENT PIPE INSULATION	Gray/Rust Fibrous Homogeneous		65% Non-fibrous (Other)	35% Chrysotile
K1227-06A 242107129-0016	BOILERS 3+4 - RESIDUAL BOILER JACKET INSULATION	Gray Fibrous Homogeneous		40% Non-fibrous (Other)	60% Chrysotile
K1227-06B 242107129-0017	BOILERS 3+4 - RESIDUAL BOILER JACKET INSULATION	Gray Fibrous Homogeneous		40% Non-fibrous (Other)	60% Chrysotile
K1227-06C 242107129-0018	BOILERS 3+4 - RESIDUAL BOILER JACKET INSULATION	Gray Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
K1227-07A 242107129-0019	BOILERS 3+4 - FIRE BRICK (INTERIOR)	Tan/White Non-Fibrous Homogeneous		10% Quartz 90% Non-fibrous (Other)	None Detected
K1227-07B 242107129-0020	BOILERS 3+4 - FIRE BRICK (INTERIOR)	Tan/White Non-Fibrous Homogeneous		10% Quartz 90% Non-fibrous (Other)	None Detected
K1227-07C 242107129-0021	BOILERS 3+4 - FIRE BRICK (INTERIOR)	Tan/Beige Non-Fibrous Homogeneous		10% Quartz 90% Non-fibrous (Other)	None Detected
K1227-08A 242107129-0022	BOILERS 3+4 - FIRE BRICK MORTAR (INTERIOR)	Brown Non-Fibrous Homogeneous	5% Synthetic	5% Quartz 90% Non-fibrous (Other)	None Detected
K1227-08B 242107129-0023	BOILERS 3+4 - FIRE BRICK MORTAR (INTERIOR)	Gray Non-Fibrous Homogeneous	2% Cellulose	8% Quartz 90% Non-fibrous (Other)	None Detected
K1227-08C 242107129-0024	BOILERS 3+4 - FIRE BRICK MORTAR (INTERIOR)	Gray/Red Non-Fibrous Homogeneous		8% Quartz 92% Non-fibrous (Other)	None Detected
K1227-09A 242107129-0025	BOILER #3 - PATCHING COMPOUND ON FRONT PLATE	Brown/Gray/Black Fibrous Homogeneous		60% Non-fibrous (Other)	40% Chrysotile
K1227-09B 242107129-0026	BOILER #3 - PATCHING COMPOUND ON FRONT PLATE	Brown/Gray Fibrous Homogeneous	15% Cellulose	5% Quartz 40% Non-fibrous (Other)	40% Chrysotile
K1227-09C 242107129-0027	BOILER #3 - PATCHING COMPOUND ON FRONT PLATE	Brown/Gray Fibrous Homogeneous	10% Cellulose	3% Quartz 42% Non-fibrous (Other)	45% Chrysotile
K1227-10A 242107129-0028	BOILER #4 - FACE PLATE CENTER SEAM COMPOUND	Brown/Gray Fibrous Homogeneous	35% Min. Wool	35% Non-fibrous (Other)	30% Chrysotile
K1227-10B 242107129-0029	BOILER #4 - FACE PLATE CENTER SEAM COMPOUND	Brown/Gray Fibrous Homogeneous	15% Cellulose 30% Min. Wool	25% Non-fibrous (Other)	30% Chrysotile
K1227-10C 242107129-0030	BOILER #4 - FACE PLATE CENTER SEAM COMPOUND	Brown/Gray Fibrous Homogeneous	10% Cellulose 30% Min. Wool	30% Non-fibrous (Other)	30% Chrysotile
K1227-11A 242107129-0031	BOILER #3 - BURNER PLATE INSULATION	Gray/Rust Fibrous Homogeneous		70% Non-fibrous (Other)	30% Chrysotile

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Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
K1227-11B 242107129-0032	BOILER #3 - BURNER PLATE INSULATION	Gray/Rust Fibrous Homogeneous		55% Non-fibrous (Other)	45% Chrysotile
K1227-11C 242107129-0033	BOILER #3 - BURNER PLATE INSULATION	Rust Non-Fibrous Homogeneous	2% Cellulose	10% Quartz 85% Non-fibrous (Other)	3% Chrysotile
The sample group is not homogeneous.					
K1227-12A 242107129-0034	BOILER #4 - BOILER RIB INSULATION	Black/Rust Fibrous Homogeneous		75% Non-fibrous (Other)	25% Chrysotile
K1227-12B 242107129-0035	BOILER #4 - BOILER RIB INSULATION	Gray/Rust Fibrous Homogeneous		75% Non-fibrous (Other)	25% Chrysotile
K1227-12C 242107129-0036	BOILER #4 - BOILER RIB INSULATION	Gray/Rust Fibrous Homogeneous		75% Non-fibrous (Other)	25% Chrysotile
K1227-13A 242107129-0037	BOILER ROOM /WATER FEED ROOM - WALL BRICK SKIM COAT	Brown/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	<1% Chrysotile
Result includes a small amount of inseparable attached material					
K1227-13B 242107129-0038	BOILER ROOM /WATER FEED ROOM - WALL BRICK SKIM COAT	Gray/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	<1% Chrysotile
Result includes a small amount of inseparable attached material.					
K1227-13C 242107129-0039	BOILER ROOM /WATER FEED ROOM - WALL BRICK SKIM COAT	Gray/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	<1% Chrysotile
Result includes a small amount of inseparable attached material.					
K1227-13D 242107129-0040	BOILER ROOM /WATER FEED ROOM - WALL BRICK SKIM COAT	Gray/Tan/White Non-Fibrous Homogeneous		2% Quartz 98% Non-fibrous (Other)	None Detected
The sample group is not homogeneous.					
K1227-13E 242107129-0041	BOILER ROOM /WATER FEED ROOM - WALL BRICK SKIM COAT	Gray/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
K1227-14A 242107129-0042	BOILER ROOM /WATER FEED ROOM - WALL BRICK	Red Non-Fibrous Homogeneous		5% Quartz 95% Non-fibrous (Other)	None Detected
K1227-14B 242107129-0043	BOILER ROOM /WATER FEED ROOM - WALL BRICK	Red Non-Fibrous Homogeneous		5% Quartz 95% Non-fibrous (Other)	None Detected
K1227-15A 242107129-0044	BOILER ROOM /WATER FEED ROOM - WALL BRICK MORTAR	Brown/Gray Non-Fibrous Homogeneous	2% Cellulose	8% Quartz 90% Non-fibrous (Other)	None Detected
K1227-15B 242107129-0045	BOILER ROOM /WATER FEED ROOM - WALL BRICK MORTAR	Brown/Gray Non-Fibrous Homogeneous	2% Cellulose	8% Quartz 90% Non-fibrous (Other)	None Detected

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Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
K1227-15C 242107129-0046	BOILER ROOM /WATER FEED ROOM - WALL BRICK MORTAR	Brown/Gray Non-Fibrous Homogeneous	2% Cellulose	8% Quartz 90% Non-fibrous (Other)	None Detected
K1227-16A 242107129-0047	BOILER ROOM /WATER FEED ROOM - STONE FOUNDATION SMOOTHING COAT	Gray Non-Fibrous Homogeneous		10% Quartz 90% Non-fibrous (Other)	None Detected
K1227-16B 242107129-0048	BOILER ROOM /WATER FEED ROOM - STONE FOUNDATION SMOOTHING COAT	Gray Non-Fibrous Homogeneous		10% Quartz 90% Non-fibrous (Other)	None Detected
K1227-16C 242107129-0049	BOILER ROOM /WATER FEED ROOM - STONE FOUNDATION SMOOTHING COAT	Gray Non-Fibrous Homogeneous		10% Quartz 90% Non-fibrous (Other)	None Detected
K1227-16D 242107129-0050	BOILER ROOM /WATER FEED ROOM - STONE FOUNDATION SMOOTHING COAT	Gray Non-Fibrous Homogeneous		10% Quartz 90% Non-fibrous (Other)	None Detected
K1227-16E 242107129-0051	BOILER ROOM /WATER FEED ROOM - STONE FOUNDATION SMOOTHING COAT	Gray Non-Fibrous Homogeneous		10% Quartz 90% Non-fibrous (Other)	None Detected
K1227-17A 242107129-0052	BOILER ROOM /WATER FEED ROOM - CEILING PLASTER SKIM COAT	Gray Non-Fibrous Homogeneous		10% Quartz 90% Non-fibrous (Other)	None Detected
K1227-17B 242107129-0053	BOILER ROOM /WATER FEED ROOM - CEILING PLASTER SKIM COAT	Gray Non-Fibrous Homogeneous		10% Quartz 90% Non-fibrous (Other)	None Detected
K1227-17C 242107129-0054	BOILER ROOM /WATER FEED ROOM - CEILING PLASTER SKIM COAT	Gray Non-Fibrous Homogeneous		10% Quartz 90% Non-fibrous (Other)	None Detected
K1227-17D 242107129-0055	BOILER ROOM /WATER FEED ROOM - CEILING PLASTER SKIM COAT	Gray Non-Fibrous Homogeneous		10% Quartz 90% Non-fibrous (Other)	None Detected
K1227-17E 242107129-0056	BOILER ROOM /WATER FEED ROOM - CEILING PLASTER SKIM COAT	Gray Non-Fibrous Homogeneous		10% Quartz 90% Non-fibrous (Other)	None Detected
K1227-18A 242107129-0057	BOILER ROOM /WATER FEED ROOM - CEILING PLASTER BASE COAT	Gray Non-Fibrous Homogeneous		10% Quartz 90% Non-fibrous (Other)	None Detected

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Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
K1227-18B 242107129-0058	BOILER ROOM /WATER FEED ROOM - CEILING PLASTER BASE COAT	Gray Non-Fibrous Homogeneous		10% Quartz 90% Non-fibrous (Other)	None Detected
K1227-18C 242107129-0059	BOILER ROOM /WATER FEED ROOM - CEILING PLASTER BASE COAT	Gray Non-Fibrous Homogeneous		10% Quartz 90% Non-fibrous (Other)	None Detected
K1227-18D 242107129-0060	BOILER ROOM /WATER FEED ROOM - CEILING PLASTER BASE COAT	Gray Non-Fibrous Homogeneous		10% Quartz 90% Non-fibrous (Other)	None Detected
K1227-18E 242107129-0061	BOILER ROOM /WATER FEED ROOM - CEILING PLASTER BASE COAT	Gray Non-Fibrous Homogeneous		10% Quartz 90% Non-fibrous (Other)	None Detected
K1227-19A 242107129-0062	EXTERIOR-WOODEN LOUVER (WATER MAIN ROOM) - WINDOW FRAME CAULKING	Brown/Gray Non-Fibrous Homogeneous		92% Non-fibrous (Other)	8% Chrysotile
K1227-19B 242107129-0063	EXTERIOR-WOODEN LOUVER (WATER MAIN ROOM) - WINDOW FRAME CAULKING	Brown/Gray Non-Fibrous Homogeneous		2% Quartz 91% Non-fibrous (Other)	7% Chrysotile

Analyst(s)

Danny Sandhu (2)

Kiera Mulvehill (11)

Kevin Tang (5)

Leslie Tetric (45)

Danny Sandhu, Asbestos Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Meriden, CT NVLAP Lab Code 200700-0.

Initial report from: 01/04/2022 15:34:14



EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS TRAINING

Asbestos Chain of Custody

EMSL Order Number (lab use only):

242107129

EMSL Analytical, Inc.
29 North Plains Hwy, Unit 4

Wallingford, CT 06492
PHONE: (203) 284-5948
FAX: (203) 284-5978

Company Name : Facility Support Services		EMSL Customer ID:	
Street: 121 North Plains Industrial Road Unit F		City: Wallingford	State or Province: CT
Zip/Postal Code: 06492	Country: US	Telephone #: 2036465888	Fax #:
Report To (Name): Mike DiFabio		Please Provide Results via: <input type="checkbox"/> Fax <input type="checkbox"/> Email	
email Address: mdifabio@fssteam.com		Purchase Order Number:	
Client Project ID: Kingsbury / 20219		EMSL Project ID (internal use only):	
State or Province Collected: CT		CT only <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	
EMSL-Bill to: <input type="checkbox"/> Same <input type="checkbox"/> Different - If bill to is different note instructions in comment. Third party billing requires written authorization from third party			
Turnaround Time (TAT) Options Please Check			
<input type="checkbox"/> 3 Hr ¹	<input type="checkbox"/> 4-4.5Hr ¹ <small>ASHERA Only</small>	<input type="checkbox"/> 6 Hr ¹	<input type="checkbox"/> 24 Hr <input type="checkbox"/> 32 Hr ² <input type="checkbox"/> 48 Hr <input type="checkbox"/> 72 Hr <input type="checkbox"/> 96 Hr <input checked="" type="checkbox"/> 1 Week <input type="checkbox"/> 2 Week
¹ Premium Service Charge applies for 3 Hour TEM ASHERA or EPA Level II TAT - you will be asked to sign an authorization form. TEM Air 3-6 Hour, please call ahead to schedule			
² 32 Hour TAT available for select tests only; samples must be submitted by 11:30 am.			
PCM - Air <input type="checkbox"/> NIOSH 7400 <input type="checkbox"/> w/ OSHA 8hr. TWA PLM - Bulk (reporting limit) <input type="checkbox"/> PLM EPA 600/R-93/116 (<1%) <input type="checkbox"/> PLM EPA NOB (<1%) Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) <input type="checkbox"/> NYS 198.1 (friable - NY) <input type="checkbox"/> NYS 198.6 NOB (non-friable-NY) <input type="checkbox"/> NYS 198.8 SOF-V <input type="checkbox"/> NIOSH 9002 (<1%)		TEM - Air¹ <input type="checkbox"/> ASHERA 40 CFR, Part 763 <input type="checkbox"/> NIOSH 7402 <input type="checkbox"/> EPA Level II <input type="checkbox"/> ISO 10312 TEM - Bulk <input type="checkbox"/> TEM EPA NOB <input type="checkbox"/> NYS NOB 198.4 (non-friable-NY) <input type="checkbox"/> TEM EPA 600/R-93/116 with milling prep (<0.1%) TEM - Water: EPA 100.2 Fibers >10µm <input type="checkbox"/> Waste <input type="checkbox"/> Drinking All Fiber Sizes <input type="checkbox"/> Waste <input type="checkbox"/> Drinking	
		TEM - Settled Dust <input type="checkbox"/> Microvac - ASTM D 5755 <input type="checkbox"/> Wipe - ASTM D6480 <input type="checkbox"/> Carpet Sonication (EPA 600/J-93/167) Soil - Rock - Vermiculite (reporting limit) <input type="checkbox"/> PLM EPA 600/R-93/116 with milling prep (<0.25%) <input type="checkbox"/> TEM EPA 600/R-93/116 with milling prep (<0.1%) <input type="checkbox"/> TEM Qualitative via Filtration Prep <input type="checkbox"/> TEM Qualitative via Drop Mount Prep <input type="checkbox"/> Cincinnati Method EPA 600/R-04/004 - PLM/TEM Lower reporting limits available on request	
Other test (please specify):			
<input type="checkbox"/> Stop At First Positive (clearly identify homogenous areas below)		Filter Pore Size (Air Samples): <input type="checkbox"/> 0.8µm <input type="checkbox"/> 0.45µm	
Sampler's Name: Michael DiFabio		Sampler's Signature:	
Sample #	Sample Description/Location	Volume, Area or Homogenous Area	Date/Time Sampled
1	See Attached		
Client Sample # (s): 01A - 19B		Total # of Samples: 63	
Relinquished by (Client):		Date: 12/27/2021 Time: 16:00	
Received by (Lab):		Date:	
Comments/Special Instructions:		<div style="border: 1px solid black; padding: 5px; display: inline-block;"> RECEIVED DEC 27 2021 By OS wI 16:00 </div>	

Controlled Document - COC-05 Asbestos - R12.1 - 11/01/2019

EMSL Analytical, Inc.'s (DBA: LA Testing) Laboratory Terms and Conditions are incorporated into this chain of custody by reference in their entirety. Submission of samples to EMSL Analytical Inc. constitutes acceptance and acknowledgment of all terms and conditions.

Page 1 of 5 pages

242107129
FACILITY SUPPORT SERVICES, LLC
 Asbestos Sampling Log

CLIENT: Watersbury BoEDATE: 12/27/2021LOCATION: Kingsbury ESSAMPLED BY: M. DiFabro

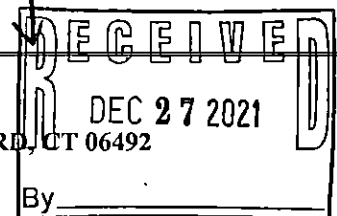
SAMPLE ID	LOCATION	DESCRIPTION
K1227 - 01A	Boiler #1	Burner Roping
B	↓	↓
C	Boiler #2	↓
02A	↓	Fiberglass Insulation Joint Sealant
B	Boiler #1	↓
C	↓	↓
03A	Boiler #2	Breeching Fabric Wrap
B	↓	↓
C	↓	↓
04A	↓	White Insulation Between Fabric + Fiberglass
B	↓	↓
C	↓	↓
05A	Boilers 3 + 4	Residual Breeching/Vent Pipe Insulation
B	↓	↓
C	↓	↓
06A	↓	Residual Boiler Jacket Insulation
B	↓	↓
C	↓	↓
07A	↓	Fire Brick (Interior)
B	↓	↓

2 of 5

121 NORTH PLAINS INDUSTRIAL RD.; UNIT F - WALLINGFORD, CT 06492

PH: 203-288-1281 FAX: 203-248-4409

Website: www.fssteam.com



242107129
FACILITY SUPPORT SERVICES, LLC
 Asbestos Sampling Log

CLIENT: Watersbury BOEDATE: 12/27/2021LOCATION: Kingsbury ESSAMPLED BY: M. DiFabio

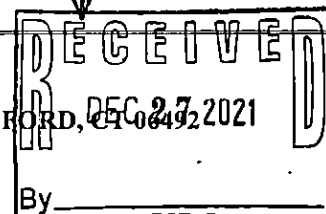
SAMPLE ID	LOCATION	DESCRIPTION
K1227 - 07C	Boilers 3 + 4	Fire Brick Asbestos (Interior)
08A	↓	Fire Brick Mortar (Interior)
B	↓	↓
C	↓	↓
09A	Boiler #3	Patching Compound on Front Plate Boiler
B	↓	↓
C	↓	↓
10A	Boiler #4	Face plate Center Seam Compound
B	↓	↓
C	↓	↓
11A	Boiler #3	Burner Plate Insulation
B	↓	↓
C	↓	↓
12A	Boiler #4	Boiler Rib Insulation
B	↓	↓
C	↓	↓
13A	Boiler Room / Water Feed Room	Wall Brick Skim Coat
B	↓	↓
C	↓	↓
D	↓	↓

3 of 5

121 NORTH PLAINS INDUSTRIAL RD.; UNIT F - WALLINGFORD, CT 06492 2021

PH: 203-288-1281 FAX: 203-248-4409

Website: www.fssteam.com



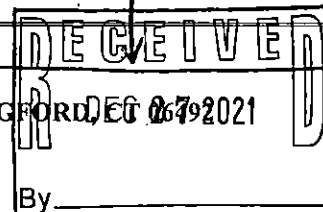
242107129
FACILITY SUPPORT SERVICES, LLC
 Asbestos Sampling Log

CLIENT: Waterbury BOEDATE: 12/27/2021LOCATION: Kingsbury ESSAMPLED BY: M. DiFuria

SAMPLE ID	LOCATION	DESCRIPTION
K1227-13E	Boiler Room/Water Feed Room	Wall Brick Skim Coat
14A		Wall Brick
B		↓
15A		Wall Brick Mortar
B		↓
C		↓
16A		Stone Foundation Smoothing Coat
B		↓
C		↓
D		↓
E		↓
17A		Ceiling Plaster Skim Coat
B		↓
C		↓
D		↓
E		↓
18A		Ceiling Plaster Base coat
B		↓
C		↓
D		↓
E		↓

4 of 5
 121 NORTH PLAINS INDUSTRIAL RD.; UNIT F - WALLINGFORD, CT 06492

PH: 203-288-1281 FAX: 203-248-4409

Website: www.fssteam.com

CLIENT: Waterbury BOE

DATE: 12/27/2021

LOCATION: Kingsbury ES

SAMPLED BY: *M. DiFebio*

5 of 5

Page 5 Of 5



Client: Mr. Mike DiFabio
Facility Support Services
121 North Plains Industrial Rd, Unit F
Wallingford, CT 06492

Analytical Report

CET# 1120708

Report Date: January 03, 2022
Project: Kingsbury ES, Waterbury
Project Number: 20219

Connecticut Laboratory Certificate: PH 0116
Massachusetts Laboratory Certificate: M-CT903
Rhode Island Laboratory Certificate: 199



New York NELAP Accreditation: 11982
Pennsylvania Laboratory Certificate: 68-02927

CET # : 1120708

Project: Kingsbury ES, Waterbury

Project Number: 20219

SAMPLE SUMMARY

The sample(s) were received at 9.4°C.

This report contains analytical data associated with following samples only.

Sample ID	Laboratory ID	Matrix	Collection Date/Time	Receipt Date
PCB-01	1120708-01	Solid	12/27/2021 15:05	12/28/2021

Client Sample ID PCB-01

Lab ID: 1120708-01

PCBs by Soxhlet

Method: EPA 8082A

Analyst: MFJ

Matrix: Solid

Analyte	Result (mg/kg (As Rec))	RL (mg/kg (As Rec))	Dilution	Prep Method	Batch	Prepared	Date/Time Analyzed	Notes
PCB-1016	ND	0.40	4	EPA 3540C	B1L2920	12/29/2021	12/31/2021 01:19	
PCB-1221	ND	0.40	4	EPA 3540C	B1L2920	12/29/2021	12/31/2021 01:19	
PCB-1232	ND	0.40	4	EPA 3540C	B1L2920	12/29/2021	12/31/2021 01:19	
PCB-1242	ND	0.40	4	EPA 3540C	B1L2920	12/29/2021	12/31/2021 01:19	
PCB-1248	ND	0.40	4	EPA 3540C	B1L2920	12/29/2021	12/31/2021 01:19	
PCB-1254	ND	0.40	4	EPA 3540C	B1L2920	12/29/2021	12/31/2021 01:19	
PCB-1260	ND	0.40	4	EPA 3540C	B1L2920	12/29/2021	12/31/2021 01:19	
PCB-1268	ND	0.40	4	EPA 3540C	B1L2920	12/29/2021	12/31/2021 01:19	
PCB-1262	ND	0.40	4	EPA 3540C	B1L2920	12/29/2021	12/31/2021 01:19	
Surrogate: TCMX [1C]	38.7 %	30 - 150			B1L2920	12/29/2021	12/31/2021 01:19	
Surrogate: TCMX [2C]	42.3 %	30 - 150			B1L2920	12/29/2021	12/31/2021 01:19	
Surrogate: DCB [1C]	35.6 %	30 - 150			B1L2920	12/29/2021	12/31/2021 01:19	
Surrogate: DCB [2C]	36.7 %	30 - 150			B1L2920	12/29/2021	12/31/2021 01:19	

CET #: 1120708

Project: Kingsbury ES, Waterbury

Project Number: 20219

QUALITY CONTROL SECTION

Batch B1L2920 - EPA 8082A

Analyte	Result (mg/kg (As Rec))	RL (mg/kg (As Rec))	Spike Level	Source Result	% Rec	% Rec Limits	RPD	RPD Limit	Notes
Blank (B1L2920-BLK1)				Prepared: 12/29/21 Analyzed: 12/31/21					
PCB-1016	ND	0.10							
PCB-1221	ND	0.10							
PCB-1232	ND	0.10							
PCB-1242	ND	0.10							
PCB-1248	ND	0.10							
PCB-1254	ND	0.10							
PCB-1260	ND	0.10							
PCB-1268	ND	0.10							
PCB-1262	ND	0.10							
<i>Surrogate: TCMX [1C]</i>					67.0	30 - 150			
<i>Surrogate: TCMX [2C]</i>					75.1	30 - 150			
<i>Surrogate: DCB [1C]</i>					64.5	30 - 150			
<i>Surrogate: DCB [2C]</i>					67.3	30 - 150			
LCS (B1L2920-BS1)				Prepared: 12/29/21 Analyzed: 12/31/21					
PCB-1016	0.652	0.10	1.000		65.2	40 - 140			
PCB-1260	0.620	0.10	1.000		62.0	40 - 140			
<i>Surrogate: TCMX [1C]</i>					59.6	30 - 150			
<i>Surrogate: TCMX [2C]</i>					67.8	30 - 150			
<i>Surrogate: DCB [1C]</i>					59.2	30 - 150			
<i>Surrogate: DCB [2C]</i>					62.1	30 - 150			
Duplicate (B1L2920-DUP1)		Source: 1120708-01		Prepared: 12/29/21 Analyzed: 12/31/21					
PCB-1016	ND	0.40		ND				30	
PCB-1221	ND	0.40		ND				30	
PCB-1232	ND	0.40		ND				30	
PCB-1242	ND	0.40		ND				30	
PCB-1248	ND	0.40		ND				30	
PCB-1254	ND	0.40		ND				30	
PCB-1260	ND	0.40		ND				30	
PCB-1268	ND	0.40		ND				30	
PCB-1262	ND	0.40		ND				30	
<i>Surrogate: TCMX [1C]</i>					36.9	30 - 150			
<i>Surrogate: TCMX [2C]</i>					40.9	30 - 150			
<i>Surrogate: DCB [1C]</i>					35.8	30 - 150			
<i>Surrogate: DCB [2C]</i>					36.8	30 - 150			



80 Lupes Drive
Stratford, CT 06615

Tel: (203) 377-9984
Fax: (203) 377-9952
email: cet1@cetlabs.com

Quality Control Definitions and Abbreviations

Internal Standard (IS)	An Analyte added to each sample or sample extract. An internal standard is used to monitor retention time, calculate relative response, and quantify analytes of interest.
Surrogate Recovery	The % recovery for non-target organic compounds that are spiked into all samples. Used to determine method performance.
Continuing Calibration Batch	An analytical standard analyzed with each set of samples to verify initial calibration of the system. Samples that are analyzed together with the same method, sequence and lot of reagents within the same time period.
ND	Not detected at or above the specified reporting limit.
RL	RL is the limit of detection for an analyte after any adjustment made for dilution or percent moisture.
Dilution	Multiplier added to detection levels (MDL) and/or sample results due to interferences and/or high concentration of target compounds.
Duplicate	Result from the duplicate analysis of a sample.
Result	Amount of analyte found in a sample.
Spike Level	Amount of analyte added to a sample
Matrix Spike Result	Amount of analyte found including amount that was spiked.
Matrix Spike Dup	Amount of analyte found in duplicate spikes including amount that was spike.
Matrix Spike % Recovery	% Recovery of spiked amount in sample.
Matrix Spike Dup % Recovery	% Recovery of spiked duplicate amount in sample.
RPD	Relative percent difference between Matrix Spike and Matrix Spike Duplicate.
Blank	Method Blank that has been taken through all steps of the analysis.
LCS % Recovery	Laboratory Control Sample percent recovery. The amount of analyte recovered from a fortified sample.
Recovery Limits	A range within which specified measurements results must fall to be compliant.
CC	Calibration Verification

Flags:

- H- Recovery is above the control limits
- L- Recovery is below the control limits
- B- Compound detected in the Blank
- P- RPD of dual column results exceeds 40%
- #- Sample result too high for accurate spike recovery.



Connecticut Laboratory Certification PH0116
Massachusetts Laboratory Certification M-CT903
Pennsylvania NELAP Accreditation 68-02927

New York NELAP Accreditation 11982
Rhode Island Certification 199

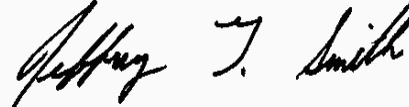
All questions related to this report should be directed to David Ditta, Timothy Fusco, or Robert Blake at 203-377-9984.

Sincerely,

This technical report was reviewed by Jeffrey Smith



David Ditta
Laboratory Director



Project Manager

Report Comments:

Sample Result Flags:

- E- The result is estimated, above the calibration range.
- H- The surrogate recovery is above the control limits.
- L- The surrogate recovery is below the control limits.
- B- The compound was detected in the laboratory blank.
- P- The Relative Percent Difference (RPD) of dual column analyses exceeds 40%.
- D- The RPD between the sample and the sample duplicate is high. Sample Homogeneity may be a problem.
- +/- The Surrogate was diluted out.
- *C1- The Continuing Calibration did not meet method specifications and was biased low for this analyte. Increased uncertainty is associated with the reported value which is likely to be biased low.
- *C2- The Continuing Calibration did not meet method specifications and was biased high for this analyte. Increased uncertainty is associated with the reported value which is likely to be biased high.
- *F1- The Laboratory Control Sample recovery is outside of control limits. Reported value for this analyte is likely to be biased on the low side.
- *F2- The Laboratory Control Sample recovery is outside of control limits. Reported value for this analyte is likely to be biased on the high side.
- *I- Analyte exceeds method limits from second source standard in Initial Calibration Verification (ICV). No directional bias.

All results met standard operating procedures unless indicated by a data qualifier next to a sample result, or a narration in the QC report.

For Percent Solids, if any of the following prep methods (3050B, 3540C, 3545A, 3550C, 5035 and 9013A) were used for samples pertaining to this report, the percent solids procedure is within that prep method.

Complete Environmental Testing is only responsible for the certified testing and is not directly responsible for the integrity of the sample before laboratory receipt.

ND is None Detected at or above the specified reporting limit

Reporting Limit (RL) is the limit of detection for an analyte after any adjustment made for dilution or percent moisture.

All analyses were performed in house unless a Reference Laboratory is listed.

Samples will be disposed of 30 days after the report date.

CET # : 1120708

Project: Kingsbury ES, Waterbury

Project Number: 20219

CERTIFICATIONS

Certified Analyses included in this Report

Analyte	Certifications
<i>EPA 8082A in Solid</i>	
PCB-1016	CT,NY,PA
PCB-1221	CT,NY,PA
PCB-1232	CT,NY,PA
PCB-1242	CT,NY,PA
PCB-1248	CT,NY,PA
PCB-1254	CT,NY,PA
PCB-1260	CT,NY,PA
PCB-1268	CT,NY,PA
PCB-1262	NY,PA

Complete Environmental Testing operates under the following certifications and accreditations :

Code	Description	Number	Expires
CT	Connecticut Public Health	PH0116	03/31/2022
NY	New York Certification (NELAC)	11982	04/01/2022
PA	Pennsylvania DEP	68-02927	05/31/2022



1120708



COMPLETE ENVIRONMENTAL TESTING, INC.

CHAIN OF CUSTODY

Volatile Soils Only:

Date and Time in Freezer

Client:

CET:

Page 7 of 7

80 Lupes Drive
Stratford, CT 06615Tel: (203) 377-9984
Fax: (203) 377-9952e-mail: cetservices@cetlabs.com
e-mail: bottleorders@cetlabs.comSample ID/Sample Depths
(include Units for any sample depths provided)Collection
Date/TimeMatrix
A=Air
S=Soil
W=Water
DW=Drinking
Water
C=Cassette
Solid
Wipe
Other
(Specify)Turnaround Time **
(check one)
Same Day *
Next Day *
Two Day *
Three Day *
Std (5-7 Days)8260 CT List
8260 Aromatics
8260 Halogens
CT ETPH
8270 CT List
8270 PNAsPCBs ☒ SOX ☐ ASE
Pesticides8 RCRA
13 Priority Poll
15 CT DEPTotal
SPLP
TCLP
Dissolved
Field Filtered
Lab to Filter

Metals

Additional Analysis

TOTAL # OF CONT.
NOTE #

PCB-01

12/27/21 15:05

Solid

X

X

X

X

X

X

X

X

X

X

X

X

PRESERVATIVE (Cl-HCl, N-HNO₃, S-H₂SO₄, Na-NaOH, C=Cool, O-Other)

CONTAINER TYPE (P-Plastic, G-Glass, V-Vial, O-Other)

Soil VOCs Only (M=MeOH B=Bisulfate W=Water F=Vial Empty E=Encore)

RELINQUISHED BY:

DATE/TIME

RECEIVED BY:

DATE/TIME

RECEIVED BY:

RELINQUISHED BY:

DATE/TIME

RECEIVED BY:

DATE/TIME

RECEIVED BY:

RELINQUISHED BY:

DATE/TIME

RECEIVED BY:

DATE/TIME

RECEIVED BY:

Client / Reporting Information

Company Name

Facility Support Services, LLC

Address

121 North Plains Industrial Rd

City

Wallingford

State

CT

Zip

06492

E-mail

mcfabio@fssystems.com

Fax #

203-248-1281

NOTES:

Project Information

Project: Kingsbury ES

PO #:

Location: Waterbury, CT

Project #: 20214

CET Quote #

Collector(s): M. DiFabio

QA/QC

Site Specific (MS/MSD) *

RCP Pkg *

DOAW *

Data Report

PDF

EDD - Specify Format

Other

RSR Reporting Limits (check one)

GA

GB

SWP

Other

Laboratory Certification Needed (check one)

CT

NY

RI

MA

PA

Temp Upon Receipt

94 °C

Evidence of Cooling

N

PAGE

1

OF

1

REV. 12/18

* Additional charge may apply. ** TAT begins when the samples are received at the Lab and all issues are resolved. TAT for samples received after 3 p.m. will start on the next business day. All samples picked up by courier service will be considered next business day receipt for TAT purposes.

V. LICENSURE

1003780 SP

0664

-C01-P03785-1



Dear MICHAEL V DIFABIO,

Attached you will find your validated certificate for the coming year. Should you have any questions about your certificate renewal, please do not hesitate to write or call:

Department of Public Health
P.O. Box 340308
M.S.#12MQA
Hartford, CT 06134-0308

(860) 509-7603
oplc.dph@ct.gov
www.ct.gov/dph/license

Sincerely,

DEIDRE S. GIFFORD, MD, MPH, ACTING COMMISSIONER
DEPARTMENT OF PUBLIC HEALTH

EMPLOYER'S COPY		
STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH		
NAME		
MICHAEL V DIFABIO		
VALIDATION NO.	CERTIFICATE NO.	CURRENT THROUGH
03-871771	000340	12/31/21
PROFESSION		
ASBESTOS CONSULTANT-INSP/MGMT PLANNER		
 SIGNATURE		 ACTING COMMISSIONER

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

PURSUANT TO THE PROVISIONS OF THE GENERAL STATUTES OF CONNECTICUT

THE INDIVIDUAL NAMED BELOW IS CERTIFIED
BY THIS DEPARTMENT AS A

ASBESTOS CONSULTANT-INSP/MGMT PLANNER

MICHAEL V DIFABIO

CERTIFICATE NO.

000340

CURRENT THROUGH

12/31/21

VALIDATION NO.

03-871771

SIGNATURE
ACTING COMMISSIONER

INSTRUCTIONS:

1. Detach and sign each of the cards on this form
2. Display the large card in a prominent place in your office or place of business.
3. The wallet card is for you to carry on your person. If you do not wish to carry the wallet card, place it in a secure place.
4. The employer's copy is for persons who must demonstrate current licensure/certification in order to retain employment or privileges. The employer's card is to be presented to the employer and kept by them as a part of your personnel file. Only one copy of this card can be supplied to you.

WALLET CARD		
STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH		
NAME		
MICHAEL V DIFABIO		
VALIDATION NO.	CERTIFICATE NO.	CURRENT THROUGH
03-871771	000340	12/31/21
PROFESSION		
ASBESTOS CONSULTANT-INSP/MGMT PLANNER		
 SIGNATURE		 ACTING COMMISSIONER

Minimum Rates and Classifications for
Building Construction

ID#: 21-28432

Connecticut Department of Labor
Wage and Workplace Standards Division

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: Waterbury

Project Town: Waterbury

State#: Waterbury

FAP#: Waterbury

Project: F.J. Kingsbury Boiler Replacement (Waterbury)

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	36.18	34.59 + a
3b) Tile Setter	34.9	25.87
3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
3d) Tile, Marble & Terrazzo Finishers	26.7	21.75
3e) Plasterer	33.48	32.06
-----LABORERS-----		
4) Group 1: Laborers (common or general), acetylene burners, concrete specialists, wrecking laborers, fire watchers.	31.5	23.25
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	31.75	23.25

Project: F.J. Kingsbury Boiler Replacement (Waterbury)

4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	32.0	23.25
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.	32.5	23.25
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	32.25	23.25
4e) Group 6: Blasters, nuclear and toxic waste removal.	34.5	23.25
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	32.5	23.25
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	29.78	23.25
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	29.24	23.25
4i) Group 10: Traffic Control Signalman	18.0	23.25
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	35.64	26.49
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)	56.96	35.825+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

As of: November 3, 2021

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, front end loader (7 cubic yards or over), work boat 26 ft. and over and Tunnel Boring Machines. (Trade License Required)	43.88	25.80 + a
Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	43.53	25.80 + a
Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; 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 Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	42.72	25.80 + a
Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	42.3	25.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; 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	41.65	25.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	41.65	25.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	41.31	25.80 + a
Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24	40.94	25.80 + a
Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	40.51	25.80 + 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).	40.04	25.80 + a
Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	37.81	25.80 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	37.81	25.80 + a

Project: F.J. Kingsbury Boiler Replacement (Waterbury)

Group 12: Wellpoint operator.	37.74	25.80 + a
Group 13: Compressor battery operator.	37.11	25.80 + a
Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	35.87	25.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	35.43	25.80 + a
Group 16: Maintenance Engineer/Oiler.	34.72	25.80 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	39.42	25.80 + a
Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	36.77	25.80 + 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	43.0	20.05 + a
Roofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	41.5	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

As of: November 3, 2021

-----TRUCK DRIVERS-----

17a) 2 Axle	30.16	27.16 + a
17b) 3 Axle, 2 Axle Ready Mix	30.27	27.16 + a
17c) 3 Axle Ready Mix	30.33	27.16 + a
17d) 4 Axle, Heavy Duty Trailer up to 40 tons	30.39	27.16 + a
17e) 4 Axle Ready Mix	30.44	27.16 + a
17f) Heavy Duty Trailer (40 Tons and Over)	30.66	27.16 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	30.44	27.16 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	47.55	26.60 + 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*

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)*
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson*
- 3) Cranes (under 100 ton rated capacity)*

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.

Project: F.J. Kingsbury Boiler Replacement (Waterbury)

~~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: November 3, 2021

Important Information:

For use with Building, Heavy/Highway, and Residential

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.

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson
- 3) Cranes (under 100 ton rated capacity)

Crane with boom including jib, 150 feet - \$1.50 extra.

Crane with boom including jib, 200 feet - \$2.50 extra.

Crane with boom including jib, 250 feet - \$5.00 extra.

Crane with boom including jib, 300 feet - \$7.00 extra.

Crane with boom including jib, 400 feet - \$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 one apprentice in a specific trade.

Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work

- 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.ctdol.state.ct.us.
- 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.

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 Persons 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.

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

[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:

MJ DALY, LLC

Sign: Joy Breive
Print Name: Joy Breive

By: Edward Carvalho
Print Name: Edward Carvalho

President
Its: _____
(Title)

Sign: Kevin Bartlett
Print Name: Kevin Bartlett

Date: 2-14-22

**CITY OF WATERBURY
BOARD OF EDUCATION**

**REQUEST FOR PROPOSAL (# 7091)
BY
THE CITY OF WATERBURY BOARD OF EDUCATION
FOR
KINGSBURY BOILER REPLACEMENT**

A. Background and Intent

The *Board of Education* of the City of Waterbury (the “City”) is seeking Proposals for F J KINGSBURY BOILER REPLACEMENT (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.

B. Qualifications

1. Eligible Proposers will be those individuals, businesses, and institutions that have the following qualifications:

- a. Experience and expertise in regard to providing the types of, or similar services, as those set forth in the Scope of Services;
- b. 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;
- c. Adequate staff/employees to perform/complete the work in a timely manner;
- d. Knowledge of, and compliant with, all applicable federal and State laws and regulations governing the services to be provided under this RFP;
- e. 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.

C. Scope of Services

Scope of Services shall be as per attached Technical Specifications (Attachment F) which are attached hereto and made part of this RFP and in accordance with the terms and conditions set forth herein.

D. Agreement Period

Successful Proposer agrees and covenants that the Contract Time shall commence upon delivery of the City’s written notice to proceed, which shall occur after contract execution by both parties. The Successful Proposer agrees further that it shall complete all work and services required under this contract within **Ninety (90) consecutive calendar days** of the City’s written Notice to Proceed (“Contract 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.

**CITY OF WATERBURY
BOARD OF EDUCATION**

2. Proposers must review and be prepared to sign prior to the execution of any contract with the City, the items and any forms included in Attachment A (Contract Compliance Documents) attached hereto and made part of this RFP.

3. **All questions and communications about this RFP and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received by 2:00 PM on Thursday, November 18, 2021.** 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 ProcureWare website by 2:00 PM on Tuesday, November 23, 2021.** 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, Mr. McCaffery, at (203) 574-6748.

5. **A mandatory pre-bid conference will be held on Monday, November 15, 2021 at 10:30 AM, at F. J. Kingsbury Elementary School located at 220 Columbia Blvd, Waterbury, CT 06710. Attendance at the pre-bid conference is mandatory by a representative of each perspective bidder**

F. Management

Any award of work resulting from this RFP will be managed by the School Inspector's Office.

G. Conditions

1. All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

- a. 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.
- b. 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.
- c. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
- d. The proposer agrees that the proposal will remain valid for a period of NINETY (90) days after the closing date for the submission and may be extended beyond that time by mutual agreement.
- e. 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.

**CITY OF WATERBURY
BOARD OF EDUCATION**

- f. 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.
- g. 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.
- h. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
- i. 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.
- j. 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.1(e) 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(s) and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
- k. 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.
- l. 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.
- m. 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.
- n. Where this RFP results in a contract, the proposer must accept the City's standard agreement language. See Attachment B.
- o. 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. Submittal Requirements & Required Format

One original (clearly identified as such) and three (3) paper copies of the Proposal, as well as a copy of the original Proposal in pdf format on a CD or flash drive, must be received at the

**CITY OF WATERBURY
BOARD OF EDUCATION**

following address no later than at **10:30 a.m. on Tuesday November 30, 2021**. No proposals received after that time shall be considered.

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

- a. The responsibility for submitting a Proposal to the Director of Purchasing on or before the above-stated time and date will be solely and strictly the responsibility of the Proposer. The City will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.
- b. Proposals must set forth accurate and complete information for each of the items listed below, and must be bound, paginated, indexed and numbered consecutively. At the City's discretion, failure to do so could result in disqualification.

2. Each Proposal shall contain the following four (4) forms, fully completed, as follows:

a. Contract Compliance Documents (Attachment A)

- i. Proposers shall complete Attachment A documents which includes Annual Statement of Financial Interests; City of Waterbury Certification regarding Debarment, Suspension, Ineligibility and Exclusion; Corporate Resolution; Disclosure and Certification of Affidavit regarding outstanding obligations to the City of Waterbury; LLC Resolution; CHRO Contract
- ii. Each Proposer shall complete the Contract Compliance Documents (Attachment A) and include them as part of the proposal.

b. Non-Collusion Affidavit and Acknowledgment Affidavit (Attachment C).

- i. 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.
- ii. Each Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda as required per Attachment C, which is attached hereto and made part of this RFP.
- iii. Each Proposer shall complete the Non-Collusion Affidavit and Acknowledgment Affidavit (Attachment C) and include it as part of the proposal submission.

c. Price Proposal (Attachment D).

- i. Proposal pricing shall inclusive of all costs associated with proving the products & services required under this RFP, including, but not limited to all personnel and non-personnel expenses, insurance costs and permitting costs.
- ii. **The Price Proposal (Attachment D) shall be submitted as part of the proposal submission; however, it must be submitted in a separate envelope marked "Confidential: Price Proposal."**

**CITY OF WATERBURY
BOARD OF EDUCATION**

- iii. 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.*

d. Contractor's Qualification Statement (Attachment E).

- i. Each Proposer shall complete the Contractor's Qualification Statement (Attachment E) and include it as part of the proposal submission.

3. Proposals may, at Proposer's discretion, contain the following:

- a. 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 RFP.
- b. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP, including any services expected of the City.

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. Quality, completeness and responsiveness of Proposal.
- b. 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.
- c. Financial strength of Proposer.
- 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

- a. The City will 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

- 1. 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.

**CITY OF WATERBURY
BOARD OF EDUCATION**

2. Nothing in this RFP shall require that the City accept the lowest Cost Schedule/Budget. Instead, the City reserves the right to base its decision solely, in its own judgment, on what it determines to be in the best interests of the City.
3. The City reserves the right to reject any Proposal based upon Proposer's prior history with the City of Waterbury or with any other party that demonstrates, without limitation, unsatisfactory performance or significant failure(s) to meet any and all of its contractual obligations.
4. Proposals that appear unrealistic in terms of technical commitment, that show a lack of technical competence, or that indicate a failure to comprehend the risk and complexity of a potential contract may be rejected.
5. The City will consider the qualifications of only those Proposers whose Proposals are, among other factors, that are in compliance with the requirements set forth in the RFP.
6. **Nothing in this RFP shall require that the City accept the lowest Price Proposal (Attachment D).** Instead, the City reserves the right to base its decision solely, in its own judgment, on what it determines to be in the best interests of the City.

K. Federal, State and Local Employment Requirement- NOT APPLICABLE TO THIS RFP.
Proposers, if applicable, shall be obligated to fully comply with the 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.

L. State Set-Aside Requirements – NOT APPLICABLE TO THIS RFP

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.

**CITY OF WATERBURY
BOARD OF EDUCATION**

M. Insurance Requirements

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 non-renewal, 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.

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 Occurrence/Claim**
 \$1,000,000 Aggregate

**CITY OF WATERBURY
BOARD OF EDUCATION**

There will be no exclusion for Hazardous materials, including Asbestos and Lead

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City Waterbury 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 and Professional Liability.

Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

Failure to Maintain Insurance: In the event the Successful Proposer fails to maintain the minimum required coverage as set forth herein, 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, including the naming of the City of Waterbury, as follows: **"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 shall include a Waiver of Subrogation"**. The City's RFP Number must be shown on the certificate of insurance to assure correct filing. The Successful Proposer 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 Public Works Department and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

N. City of Waterbury Contract Form/RFP Documents

- a. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to "Invitation to Bid," "ITB" or words/terms of similar import shall, for the purposes of this solicitation, mean "Request for Proposal" and/or "RFP" as the context so requires. Additionally, all references therein to "Bid" shall mean "Proposal" as the context so requires.

**CITY OF WATERBURY
BOARD OF EDUCATION**

- b. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to “Contractor”, Vendor” and/or “Consultant” shall mean “Proposer” or “Successful Proposer” as the context so requires.
- c. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to “Bid” or “Bid Form” shall mean “Price Proposal “as the context so requires.

O. Performance/Payment Bonds

Proposer’s attention is directed to Section 10 of the attached City of Waterbury Contract form. The Proposer to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than \$50,000, a 100 percent Performance Bond and a 100 percent Payment Bond each with surety company acceptable to the City and in a form acceptable to the City.

P. Proposal Security

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.

Q. Prevailing Wages

Bidders are advised that State of Connecticut prevailing wage rates apply to this Project. The minimum rates to be paid labor of the various classifications shall be in accordance with the prevailing rate of wages established by the Connecticut Department of Labor. Bidder’s attention is directed to Attachment G – State of Connecticut Wage Rate Documentation.

END OF SECTION

**CITY OF WATERBURY
BOARD OF EDUCATION**

**RFP # 7091
ATTACHMENT A
Contract Compliance Documents**

**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 20__)
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
BOARD OF EDUCATION**

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
BOARD OF EDUCATION**

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

☐

**CITY OF WATERBURY
BOARD OF EDUCATION**

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

☐

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

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

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.

5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

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

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

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

Print Name and Title of Authorized Representative:

Signature of Authorized Representative:

Date: _____

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

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):

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

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 _____ 201__.

(Notary Public)
My Commission Expires: _____

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

**CITY OF WATERBURY
BOARD OF EDUCATION**

**RFP # 7091
ATTACHMENT B**

CITY OF WATERBURY CONTRACT FORM

DRAFT

CONSTRUCTION CONTRACT
[RFP No. 7091]
for
KINGSBURY BOILER REPLACEMENT
between
City of Waterbury
and

THIS CONTRACT (“Contract” or “Agreement”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (“City”), City Hall, 235 Grand Street, Waterbury, Connecticut and _____ (“Contractor”), located at _____, a State of Connecticut duly registered _____ company (jointly referred to as the “Parties” to this Agreement).

WHEREAS, the Contractor submitted a proposal to the City in response to Request for Proposal (“RFP”) Number **7091** for Kingsbury Boiler Replacement Project at F J. Kingsbury Elementary School; and,

WHEREAS, the City selected the Contractor to perform services regarding RFP Number 7091; and

WHEREAS, the City desires to obtain the Contractor's services 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 (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with **(i)** any and all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and **(ii)** generally accepted professional standards.

1.1. The Project consists of Kingsbury Boiler Replacement Project which consists of the furnishing and installation of a new boiler system at F J Kingsbury Elementary School (“Kingsbury”), located at 220 Columbia Boulevard in Waterbury. Furthermore, the project consists of demolition to facilitate installation of the new boiler system and disassembly and removal of old equipment and debris; installation of two (2) new natural gas high efficiency steam boilers, venting, and accessories; installation of chemical feed system and blowdown separator; startup and owner training including which includes providing manufacturer startup for all equipment, one (1) day of owner training with the manufacturer, and chemical burn in treatment; Contractor providing protections for all finishes and restoring finishes to existing condition after construction; as is all detailed

and described in the Contract Documents in **Attachment A**, all of 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. 7091, consisting of 9 pages (excluding attachments thereto), (attached hereto);
- 1.1.2 Addendum(s) to RFP No. 7091, (attached hereto);
- 1.1.3 Contractor's Price Proposal, dated _____, consisting of _____ pages (attached hereto);
- 1.1.4 Contractor's Response (also referred to as "Contractor's Qualification Statement" as attachment "E" to RFP/Response) to RFP No. 7091, dated _____, consisting of _____ pages, (attached hereto);
- 1.1.5 "City of Waterbury, Board of Education, RFP #7091, Attachment F Scope of Services" (also referred to as "Technical Specifications") including Division 01 - General Requirements and Division 02 - Exiting Conditions, consisting of 45 pages (attached hereto);
- 1.1.6 "Site Map" with List of Drawings prepared by BL Companies, consisting of 10 pages (attached hereto);
- 1.1.7 State of Connecticut Prevailing Wage Schedule, dated _____, and related information, consisting of _____ 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 Any and all amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);
- 1.1.12 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference); and
- 1.1.13 All 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. 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 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. 7091
- 1.2.5 RFP No. 7091 including “City of Waterbury, Board of Education, RFP No. 7091, Attachment F Scope of Services” (Technical “Specifications”)
- 1.2.6 Contractor’s Price Proposal
- 1.2.7 Contractor’s Response
- 1.2.8 Drawings

1.3. The City and Contractor agree and understand that Contractor is the single prime contractor for this project. The Parties further agree that wherever the word “contractor” is used, and however it is used, whether referring to multiple contractors, or otherwise, any such reference to contractor for purposes of this Agreement is meant to, and shall be construed to, solely mean CONTRACTOR _____. Specifically, in Attachment A, Attachment F Scope of Services, General Description” (also may be referred to as Technical Specifications) the document refers to multiple contractors, etc.; the Parties agree all such references mean CONTRACTOR _____, as the sole prime contractor.

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. *The Contractor understands and agrees that background checks and additional screening and security processes may be required for any employees who will be working in schools or on school property.*

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 request for proposal 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 solicitation 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 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 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 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 proposal documents and other documents for **RFP No. 7091** (collectively "Proposal 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 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 between the hours of 4:00 p.m. to 10:00 p.m. when school is in session and on Saturdays, Sundays and legal holidays as may be agreed to unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times. This provision shall not excuse the Contractor from timely performance under the Contract.

3.5. Cleaning Up. The Contractor shall at all times keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's employees or

subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Project site "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

3.6. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

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

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

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

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

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

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

3.12. Manufacturer's Directions. Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by the Contractor shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the Project site. 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. Temporary Utilities. The City shall not permit connection to its utilities.

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 (**SUMMER 2022 exact days/dates TBD**) within _____ **consecutive calendar days** of the City's written Notice to Proceed and shall reach Final Completion within (**SEPTEMBER 2022 exact days/dates TBD**) _____ **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 insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.

5.2.1.1 The Contractor shall pay to the City the sum of the greater of **Five Hundred Dollars and Zero Cents (\$500.00) per consecutive calendar day** for each and every calendar day for which the Contractor is in default in completing the work beyond 120 days from the start of the Project, 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 _____
_____ **DOLLRS AND** _____ **CENTS (\$ ____.)**
(hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Revised Price Proposal set forth in **Attachment A's** "Contractor's Price proposal, dated _____," which is summarized below:

6.1.1 Bid Item #1.0 - Base Bid/Payment)

6.1.2 Bid Item #2.0 Allowance for Changes)

6.2. Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage 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. Proposal Costs. All costs of the Contractor in preparing its bid for **RFP Number 7091** 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, etc. furnished under this Contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this Contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this Contract within the greater of (i) three hundred sixty five (365) calendar days after the City delivers its written notice of its acceptance of the Project and statement therein establishing the final completion date, or (ii) that time period or date expressly stated elsewhere in this Contract or **Attachment A**.

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

8. Passing of Title and Risk of Loss.

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

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

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

9. Indemnification.

9.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against any and 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, or as otherwise approved by the City in writing, 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, or insurance coverages as otherwise approved by the City in writing, with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

11.4.1 General Liability Insurance:

\$1,000,000.00 each Occurrence

\$2,000,000.00 General Aggregate

\$2,000,000.00 Products/Completed Operations Aggregate

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

11.4.2 Automobile Liability Insurance:

\$1,000,000.00 Combined Single Limit Each Accident

Any Auto, All Owned and Hired Autos

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

11.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employer Liability (EL):

EL Each Accident **\$1,000,000.00**

EL Disease Each Employee **\$1,000,000.00**

EL Disease Policy Limit **\$1,000,000.00**

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

11.4.4 Excess/Umbrella Liability Insurance:

\$1,000,000.00 each Occurrence

\$1,000,000.00 Aggregate

Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

11.4.5 Contractors Pollution Liability Insurance:

\$1,000,000.00 each Occurrence/Claim

\$1,000,000.00 Aggregate

There will be no exclusion for hazardous materials, including asbestos and lead.

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

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.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. §135.38 may apply and the Contractor shall then be required to comply with the following (referred to as the "Section 3 clause"):

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

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

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

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

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

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

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

16. Termination.

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

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

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

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

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

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

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

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

16.4. Rights Upon Termination.

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

16.4.2 Termination for Lack of Funding or Convenience. In the event of termination by the City for lack of funding or convenience, the City shall pay the Contractor for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc.(including any holdbacks) installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. delivered to, in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. 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 either Party's 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, 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 the schedule set forth in Section 5 of this Contract.

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

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

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

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

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

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

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

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

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

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

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

provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

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

27. Changes in the Project: Change Orders.

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

27.2. Procedures.

27.2.1 The Contractor's Response to a Change Request.

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

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

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

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

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

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

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) the City's RFP Number 7091 (ii) the Contractor's Cost Proposal dated _____; and (iii) Contractor's Response to RFP Number 7091. 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 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: _____

City: City of Waterbury
Chase Municipal Building
School Inspector's Office
235 Grand Street
Waterbury, CT 06702

With a copy to: City of Waterbury
Office of the Corporation Counsel
235 Grand Street, 3rd Floor
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/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”].

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

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

34.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or

responsibilities in connection with the carrying out of the project, to which this agreement pertains, shall have any personal interest, direct or indirect, in this agreement.

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

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

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

- 35.1 Additional Work:** Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.
- 35.2 Bid or Proposal:** The form on which the bidder is to submit a bid for the Work contemplated.
- 35.3 Bidder:** 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 or Owner's Representative:** School Inspector's Office employee or an employee of the City of Waterbury, or other City duly authorized person(s) as may be so designated. _____
- 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 and administration and inspection duties during construction. For purposes of this Agreement, the Project Engineer or Manager is BL Companies. All references herein to Project Engineer or Manager, Architect, or Construction Manager, refer solely to BL Companies as the Project Engineer managing this project as so commissioned to perform construction administration and inspection duties during construction. *(This project is jointly managed by BL Companies and the School Inspector's Office via the City's Construction Supervisor/Owner Representatives).*
- 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 herein referred to as " _____ Attachment F Scope of Services," including Division 01 - General Requirements and Division 02 - Existing Conditions.
- 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

[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:

CONTRACTOR _____

Sign: _____
Print Name: _____

By: _____
Print Name: _____

Its: _____
(Title)

Sign: _____
Print Name: _____

Date: _____

ATTACHMENT A

1. City's RFP No. 7091, consisting of 9 pages (excluding attachments thereto), (attached hereto);
2. Addendum(s) to RFP No. 7091, (attached hereto);
3. Contractor's Price Proposal, dated _____, consisting of _____ pages (attached hereto);
4. Contractor's Response (also referred to as "Contractor's Qualification Statement" as attachment "E" to RFP/Response) to RFP No. 7091, dated _____, consisting of _____ pages, (attached hereto);
5. "City of Waterbury, Board of Education, RFP #7091, Attachment F Scope of Services" (also referred to as "Technical Specifications") including Division 01 - General Requirements and Division 02 - Existing Conditions, consisting of 45 pages (attached hereto);
6. "Site Map" with List of Drawings prepared by BL Companies, consisting of 10 pages (attached hereto);
7. State of Connecticut Prevailing Wage Schedule, dated _____, and related information, consisting of _____ pages (attached hereto and as otherwise incorporated by reference).
8. Contractor's Certificate of Insurance (attached hereto, or otherwise incorporated by reference);
9. Contractor's Performance Bond (attached hereto, or otherwise incorporated by reference);
10. Contractor's Payment Bond (attached hereto, or otherwise incorporated by reference);
11. Any and all amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);
12. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference); and
13. All applicable permits and licenses (incorporated by reference).

**CITY OF WATERBURY
BOARD OF EDUCATION**

**RFP # 7091
ATTACHMENT C**

Non-collusion and Acknowledgement Affidavit of the Proposer

(Must be submitted as part of Proposal)

**KEVIN MCCAFFERY
DIRECTOR OF PURCHASING
235 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 ("RFP"); that Proposer has informed itself fully in regard to all conditions pertaining to the subject matter of this Request for Proposal; and that with this representation, the undersigned makes this Proposal.

If applicable to this RFP, the undersigned: a) 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 and b) any Work resulting from this RFP shall be performed at the Proposal Prices as described in the Proposal Documents and except where expressly provided for otherwise in the RFP, these prices shall cover all expenses incurred in connection with any obligations resulting for this RFP and/or in performing the Work required under any Award, Purchase Order and/or Contract resulting from this RFP, of which this Proposal and Form are a part.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1 _____	4 _____
2 _____	5 _____
3 _____	6 _____

**CITY OF WATERBURY
BOARD OF EDUCATION**

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.

END OF ATTACHMENT C

**CITY OF WATERBURY
BOARD OF EDUCATION**

**RFP # 7091
ATTACHMENT D
Price Proposal**

**(Must be submitted as part of Proposal in a separate sealed envelope, marked
"Confidential: Price Proposal.")**

Date: _____

Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

(Print or Type Company/Corporate Name)

(Print or Type Business Address)

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on Attachment C, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

[Proposal continued on following page(s)]

**CITY OF WATERBURY
BOARD OF EDUCATION**

Kingsbury Elementary School	Amount in Words	Amount in Numbers
Boiler Replacement		\$_____
10 % Contingency		\$_____
	Grand Total	\$_____

END OF ATTACHMENT D

**CITY OF WATERBURY
BOARD OF EDUCATION**

**RFP # 7091
ATTACHMENT E
Contractor Qualification Statement**

(Must be submitted as part of Proposal)

The undersigned certifies under oath the truth and correctness of statements and all answers to questions made hereinafter.

SUBMITTED TO: DEPARTMENT OF PURCHASING, CITY OF WATERBURY

SUBMITTED BY:

NAME: _____

BUSINESS NAME: _____ () Corporation

_____ () Partnership

OFFICE ADDRESS: _____ () Individual

_____ () Joint Venture

_____ () Other _____

PRINCIPAL OFFICE: _____

BUSINESS TELEPHONE NUMBER: _____

BUSINESS FAX NUMBER: _____

BUSINESS EMAIL ADDRESS: _____

(NOTE: Attach separate sheets as required)

1. How many years has your organization been in business?

2. How many years has your organization been in business under its present business name?

3. If a Corporation OR LLC, answer the following:

Date of Incorporation: _____

State of Incorporation: _____

President/Member: _____

Vice Presidents/Members: _____

Secretary/Member: _____

Treasurer/Member: _____

**CITY OF WATERBURY
BOARD OF EDUCATION**

4. If a Partnership, Individual, Joint Venture or other, answer the following:

Date of Incorporation: _____

State of Operation: _____

Officers and Titles:

5. List contracts on hand (other than existing contracts with the City of Waterbury). Schedule these, showing amount of each contract and the appropriate anticipated dates of completion/expiration:

NOTE: The City may contact one or more of the organization associated with the above-listed contracts as part of assessing the experience, expertise and capabilities of the Proposer.

6. Have you or your company ever failed to complete any work awarded to you, or have you ever defaulted on a contract?

If YES, please explain circumstance(s):

**CITY OF WATERBURY
BOARD OF EDUCATION**

7. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest with providing services to the City.

8. List your major equipment available for this contract.

9. Contractor's chain of command and off-hours telephone numbers, cellular and otherwise, to be used for the Project:

_____ (Title)	_____ (Name / Telephone Number)
------------------	------------------------------------

_____ (Title)	_____ (Name / Telephone Number)
------------------	------------------------------------

_____ (Title)	_____ (Name / Telephone Number)
------------------	------------------------------------

**CITY OF WATERBURY
BOARD OF EDUCATION**

The undersigned certifies under oath to the truth and correctness of statements and all answers to questions made herein.

10. Dated at _____ this _____ day of _____, 20_____

Name of Contractor:

By:

(Print and sign name of duly authorized principal)

Title:

END OF ATTACHMENT E

**CITY OF WATERBURY
BOARD OF EDUCATION**

**RFP # 7091
ATTACHMENT F
Scope of Services**

GENERAL DESCRIPTION
Technical Specifications

Division	Section Title	Pages
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SPECIFICATIONS**DIVISION 01 - GENERAL REQUIREMENTS**

011000	SUMMARY	5
012300	ALTERNATES	2
013100	PROJECT MANAGEMENT AND COORDINATION	10
013300	SUBMITTAL PROCEDURES	7
015000	TEMPORARY FACILITIES AND CONTROLS	4
017419	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	5
017700	CLOSEOUT PROCEDURES	4

DIVISION 02 - EXISTING CONDITIONS

024119	SELECTIVE DEMOLITION	7
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END OF TABLE OF CONTENTS

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work by Owner.
5. Work under separate contracts.
6. Future work.
7. Purchase contracts.
8. Owner-furnished products.
9. Contractor-furnished, Owner-installed products.
10. Access to site.
11. Coordination with occupants.
12. Work restrictions.
13. Specification and Drawing conventions.
14. Miscellaneous provisions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

A. Project Identification: Kingsbury Boiler Replacement

1. Project Location: 220 Columbia Blvd, Waterbury, CT 06710
2. Owner: City of Waterbury.
3. Owner's Representative: Rosh Maghfour, Waterbury Public Schools

B. Engineer: BL Companies

1. Blair Richardson (brichardson@blcompanies.com)

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Single-Prime Contractor will be required to perform the basic tasks as listed below, including all related work required to facilitate successful completion of project;

- a. Demolition required facilitate installation of new work;
 - 1) Disassembly of existing boilers.
 - 2) Demolition and removal of boilers and accessories.
 - 3) Demolition and removal of selective piping, and accessories.
 - 4) Cutting, patching, removing louvers, and coordination with owner's requirements.
 - b. New installation;
 - 1) Installation of two (2) new natural gas, high efficiency steam boilers, venting, and accessories.
 - 2) Installation of chemical feed system and blowdown separator.
 - c. Startup and owner training
 - 1) Provide manufacturer startup for all equipment.
 - 2) Provide one (1) day of owner training with the manufacturer.
 - 3) Chemical burn in treatment.
2. The contractor will be required to provide temporary sanitary facilities during construction (portable toilettes).
 3. The building owner will provide a secure room for on-site storage space. Contractor will be able to utilize this space for stock and tool storage, and office space during construction.
 - a. Contractor will be required to provide protections for finishes.
 - b. Contractor will be required to restore finishes to existing condition after construction.

B. Type of Contract:

1. Project will be constructed under a Single-Prime contract.

1.4 ACCESS TO SITE

- A. General: Each Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
 1. Contractor shall perform daily cleaning and final cleaning.
- B. General: Each Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- C. Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 1. Driveways, Walkways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

- D. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- E. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.5 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
 - 2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.
- B. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 - 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
- C. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.
 - 1. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
 - 2. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

1.6 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 6:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise indicated.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 1. Notify Construction Manager Owner not less than two days in advance of proposed utility interruptions.
 2. Obtain Construction Manager's Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 1. Notify Construction Manager Owner not less than two days in advance of proposed disruptive operations.
 2. Obtain Construction Manager's Owner's written permission before proceeding with disruptive operations.
- E. Restricted Substances: Use of tobacco products and other controlled substances on Project site is not permitted.
- F. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- G. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
 1. Maintain list of approved screened personnel with Owner's representative.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. RFIs.
 - 4. Digital project management procedures.
 - 5. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Requirements:
 - 1. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

1.2 DEFINITIONS

- A. BIM: Building Information Modeling.
- B. RFI: Request for Information. Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.3 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. Post copies of list in project meeting room, in temporary field office, in web-based Project software directory, and in prominent location inbuilt facility. Keep list current at all times.

1.4 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections that depend on each other for proper installation, connection, and operation.
 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its own operations with operations included in different Sections that depend on each other for proper installation, connection, and operation.
 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and direction of Project coordinator to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 1. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.

1.5 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely indicated on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
 - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
 - b. Coordinate the addition of trade-specific information to coordination drawings in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
 - c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
 - e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
 - f. Indicate required installation sequences.
 - g. Indicate dimensions shown on Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternative sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

1.6 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
 2. Project number.
 3. Date.
 4. Name of Contractor.
 5. Name of Architect and Construction Manager.

6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: AIA Document G716.
1. Attachments shall be electronic files in PDF format.
- D. Architect's and Construction Manager's Action: Architect and Construction Manager will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect or Construction Manager after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect or Construction Manager of additional information.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect and Construction Manager in writing within 10 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly.
1. Project name.
 2. Name and address of Contractor.

3. Name and address of Architect and Construction Manager.
4. RFI number including RFIs that were returned without action or withdrawn.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's and Construction Manager's response was received.
8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

- F. On receipt of Architect's and Construction Manager's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect and Construction Manager within seven days if Contractor disagrees with response.

1.7 DIGITAL PROJECT MANAGEMENT PROCEDURES

- A. Architect's Data Files Not Available: Architect will not provide Architect's digital data files for Contractor's use during construction.
- B. Use of Architect's Digital Data Files: Digital data files of Architect's will be provided by Architect for Contractor's use during construction.
1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project record Drawings.
 2. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.
- C. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

1.8 PROJECT MEETINGS

- A. General: Construction Manager will schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times a minimum of 10 working days prior to meeting.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, Construction Manager, and Architect, within three days of the meeting.

- B. Preconstruction Conference: Construction Manager will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
1. Attendees: Authorized representatives of Owner, Construction Manager, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Responsibilities and personnel assignments.
 - b. Tentative construction schedule.
 - c. Phasing.
 - d. Critical work sequencing and long lead items.
 - e. Designation of key personnel and their duties.
 - f. Lines of communications.
 - g. Use of web-based Project software.
 - h. Procedures for processing field decisions and Change Orders.
 - i. Procedures for RFIs.
 - j. Procedures for testing and inspecting.
 - k. Procedures for processing Applications for Payment.
 - l. Distribution of the Contract Documents.
 - m. Submittal procedures.
 - n. Sustainable design requirements.
 - o. Preparation of Record Documents.
 - p. Use of the premises and existing building.
 - q. Work restrictions.
 - r. Working hours.
 - s. Owner's occupancy requirements.
 - t. Responsibility for temporary facilities and controls.
 - u. Procedures for moisture and mold control.
 - v. Procedures for disruptions and shutdowns.
 - w. Construction waste management and recycling.
 - x. Parking availability.
 - y. Office, work, and storage areas.
 - z. Equipment deliveries and priorities.
 - aa. First aid.
 - bb. Security.
 - cc. Progress cleaning.
 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Project Closeout Conference: Construction Manager will schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 30 days prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Project closeout.
 2. Attendees: Authorized representatives of Owner, Construction Manager, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and

other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:

- a. Preparation of Record Documents.
- b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
- c. Procedures for completing and archiving web-based Project software site data files.
- d. Submittal of written warranties.
- e. Requirements for completing sustainable design documentation.
- f. Requirements for preparing operations and maintenance data.
- g. Requirements for delivery of material samples, attic stock, and spare parts.
- h. Requirements for demonstration and training.
- i. Preparation of Contractor's punch list.
- j. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
- k. Submittal procedures.
- l. Coordination of separate contracts.
- m. Owner's partial occupancy requirements.
- n. Installation of Owner's furniture, fixtures, and equipment.
- o. Responsibility for removing temporary facilities and controls.

4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

D. Progress Meetings: Construction Manager will conduct progress meetings at regular intervals.

1. Coordinate dates of meetings with preparation of payment requests.
2. Attendees: In addition to representatives of Owner, Construction Manager, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.

- 3) Resolution of BIM component conflicts.
 - 4) Status of submittals.
 - 5) Status of sustainable design documentation.
 - 6) Deliveries.
 - 7) Off-site fabrication.
 - 8) Access.
 - 9) Site use.
 - 10) Temporary facilities and controls.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) Status of RFIs.
 - 16) Status of Proposal Requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.
 - 20) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
- a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- E. Coordination Meetings: Construction Manager will conduct Project coordination meetings at regular intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
1. Attendees: In addition to representatives of Owner, Construction Manager, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
 - c. Review present and future needs of each contractor present, including the following:

- 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Resolution of BIM component conflicts.
 - 4) Status of submittals.
 - 5) Deliveries.
 - 6) Off-site fabrication.
 - 7) Access.
 - 8) Site use.
 - 9) Temporary facilities and controls.
 - 10) Work hours.
 - 11) Hazards and risks.
 - 12) Progress cleaning.
 - 13) Quality and work standards.
 - 14) Status of RFIs.
 - 15) Proposal Requests.
 - 16) Change Orders.
 - 17) Pending changes.
3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 BASELINE PROJECT SCHEDULE

- A. Contract Award and Notice to Proceed **TBD** at discretion of CM.
- B. Start Construction **TBD** at discretion of CM.
- C. Required Substantial Completion of Construction for Boiler Room 9/1/2021

END OF SECTION 013100

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.

B. Related Requirements:

1. Section 013100 "Project Management and Coordination" for submitting coordination drawings and subcontract list and for requirements for web-based Project software.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's and Construction Manager's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's and Construction Manager's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.3 SUBMITTAL SCHEDULE

- A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and Construction Manager and additional time for handling and reviewing submittals required by those corrections.
 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
 2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.

4. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal Category: Action; informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Architect's and Construction Manager's final release or approval.
 - g. Scheduled dates for purchasing.
 - h. Scheduled date of fabrication.
 - i. Scheduled dates for installation.
 - j. Activity or event number.

1.4 SUBMITTAL FORMATS

A. Submittal Information: Include the following information in each submittal:

1. Project name.
2. Date.
3. Name of Architect.
4. Name of Construction Manager.
5. Name of Contractor.
6. Name of firm or entity that prepared submittal.
7. Names of subcontractor, manufacturer, and supplier.
8. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier; and alphanumeric suffix for resubmittals.
9. Category and type of submittal.
10. Submittal purpose and description.
11. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
12. Drawing number and detail references, as appropriate.
13. Indication of full or partial submittal.
14. Location(s) where product is to be installed, as appropriate.
15. Other necessary identification.
16. Remarks.
17. Signature of transmitter.

B. Options: Identify options requiring selection by Architect.

C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect and Construction Manager on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

D. PDF Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

1.5 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Email: Prepare submittals as PDF package, and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.
 - a. Architect, through Construction Manager, will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.
 - 2. Web-Based Project Software: Prepare submittals in PDF form, and upload to web-based Project software website. Enter required data in web-based software site to fully identify submittal.
 - 3. Paper: Prepare submittals in paper form, and deliver to Architect.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 - 4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect and Construction Manager reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Construction Manager's receipt of submittal. 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 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Construction Manager will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
 - 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.

2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Architect's and Construction Manager's action stamp.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's and Construction Manager's action stamp.

1.6 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams that show factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before Shop Drawings, and before or concurrent with Samples.
- B. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.

4. Location within room or space.

C. Certificates:

1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

D. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - a. Name of evaluation organization.
 - b. Date of evaluation.
 - c. Time period when report is in effect.
 - d. Product and manufacturers' names.

- e. Description of product.
- f. Test procedures and results.
- g. Limitations of use.

1.7 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect and Construction Manager.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
 - 1. Architect and Construction Manager will not review submittals received from Contractor that do not have Contractor's review and approval.

1.8 ARCHITECT'S AND CONSTRUCTION MANAGER'S REVIEW

- A. Action Submittals: Architect and Construction Manager will review each submittal, indicate corrections or revisions required, and return it.
 - 1. PDF Submittals: Architect and Construction Manager will indicate, via markup on each submittal, the appropriate action.
- B. Informational Submittals: Architect and Construction Manager will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect and Construction Manager will forward each submittal to appropriate party.
- C. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- D. Architect and Construction Manager will return without review submittals received from sources other than Contractor.
- E. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Architect, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.4 INFORMATIONAL SUBMITTALS

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.
- B. Implementation and Termination Schedule: Within 15 days of date established for commencement of the Work, submit schedule indicating implementation and termination dates of each temporary utility.
- C. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.
- D. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

- E. Moisture- and Mold-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage and mold.
- F. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Include the following:
 - 1. Locations of dust-control partitions at each phase of work.
 - 2. HVAC system isolation schematic drawing.
 - 3. Location of proposed air-filtration system discharge.
 - 4. Waste-handling procedures.
 - 5. Other dust-control measures.

1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the United States Access Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

1.6 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Dust-Control Adhesive-Surface Walk-Off Mats: Provide mats minimum 36 by 60 inches.
- B. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Owner will provide conditioned interior space for field offices for duration of Project.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
 - 3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return-air grille in system and remove at end of construction. and clean HVAC system as required in Section 017700 "Closeout Procedures."

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - 1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
 - 1. Toilets: Use of Owner's existing toilet facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

- D. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
 - 1. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.
- E. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- C. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
 - 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
 - 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 - 3. Maintain and touch up signs so they are legible at all times.
- D. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."
- F. Existing Elevator Use: Use of Owner's existing elevators will be permitted, provided elevators are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore elevators to condition existing before initial use, including replacing worn cables, guide shoes, and similar items of limited life.
 - 1. Do not load elevators beyond their rated weight capacity.
 - 2. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.
- G. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.

1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.
- H. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

3.4 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.
 1. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
 2. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
 3. Indicate methods to be used to avoid trapping water in finished work.
- B. Controlled Construction Period: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
 1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
 2. Use temporary or permanent HVAC system to control humidity within ranges specified for installed and stored materials.
 3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
 - a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective and require replacing.
 - b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
 - c. Remove and replace materials that cannot be completely restored to their manufactured moisture level within 48 hours.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Salvaging nonhazardous demolition and construction waste.
2. Recycling nonhazardous demolition and construction waste.
3. Disposing of nonhazardous demolition and construction waste.

B. Related Requirements:

1. Section 011200 "Multiple Contract Summary" for coordination of responsibilities for waste management.
2. Section 024116 "Structure Demolition" for disposition of waste resulting from demolition of buildings, structures, and site improvements.
3. Section 024119 "Selective Demolition" for disposition of waste resulting from partial demolition of buildings, structures, and site improvements.
4. Section 042000 "Unit Masonry" for disposal requirements for masonry waste.
5. Section 044313.13 "Anchored Stone Masonry Veneer" for disposal requirements for excess stone and stone waste.
6. Section 044313.16 "Adhered Stone Masonry Veneer" for disposal requirements for excess stone and stone waste.
7. Section 311000 "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

1.2 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.3 PERFORMANCE REQUIREMENTS

- A. General: Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate disposal, recycling, and salvage of materials.

1. Demolition Waste:

- a. Concrete.
- b. Concrete masonry units.
- c. Insulation.
- d. Gypsum board.
- e. Acoustical tile and panels.
- f. Demountable partitions.
- g. Equipment.
- h. Piping.
- i. Supports and hangers.
- j. Valves.
- k. Mechanical equipment.
- l. Electrical conduit.
- m. Copper wiring.

2. Construction Waste:

- a. Masonry and CMU.
- b. Lumber.
- c. Wood sheet materials.
- d. Wood trim.
- e. Metals.
- f. Roofing.
- g. Insulation.
- h. Carpet and pad.
- i. Gypsum board.
- j. Piping.
- k. Electrical conduit.
- l. Packaging: Regardless of salvage/recycle goal indicated in "General" Paragraph above, salvage or recycle 100 percent of the following uncontaminated packaging materials:
 - 1) Paper.
 - 2) Cardboard.
 - 3) Boxes.
 - 4) Plastic sheet and film.
 - 5) Polystyrene packaging.
 - 6) Wood crates.
 - 7) Plastic pails.

1.4 ACTION SUBMITTALS

- A. Waste Management Plan: Submit plan within 7 days of date established for the Notice of Award.

1.5 INFORMATIONAL SUBMITTALS

- A. Waste Disposal Company: Contactor shall retain a waste disposal service for all refuse related to this scope of work.

1.6 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Waste Management Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to waste management including, but not limited to, the following:
 - 1. Review and discuss waste management plan including responsibilities of waste management coordinator.
 - 2. Review requirements for documenting quantities of each type of waste and its disposition.
 - 3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 - 4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 - 5. Review waste management requirements for each trade.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Owner's Use: Salvage items for Owner's use and handle as follows:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
 - 3. Store items in a secure area until delivery to Owner.
 - 4. Transport items to Owner's storage area on-site as designated by Owner.
 - 5. Protect items from damage during transport and storage.
- B. Equipment:
 - 1. None

3.2 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
 - 1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.
 - 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 - 4. Store components off the ground and protect from the weather.
 - 5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.

3.3 RECYCLING CONSTRUCTION WASTE

- A. Packaging:
 - 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
 - 2. Polystyrene Packaging: Separate and bag materials.
 - 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
 - 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

3.4 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.

- C. Burning: Burning of waste materials is permitted only at designated areas on Owner's property, provided required permits are obtained. Provide full-time monitoring for burning materials until fires are extinguished.
- D. Disposal: Remove waste materials and dispose of at designated spoil areas on Owner's property.
- E. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION 017419

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at final completion.

1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest control inspection.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Construction Manager. Label with manufacturer's name and model number.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Construction Manager's signature for receipt of submittals.
 - 5. Submit testing, adjusting, and balancing records.
 - 6. Submit sustainable design submittals not previously submitted.
 - 7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Advise Owner of pending insurance changeover requirements.
 - 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 3. Complete startup and testing of systems and equipment.
 - 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 - 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
 - 6. Advise Owner of changeover in utility services.
 - 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 - 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 9. Complete final cleaning requirements.

10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment.
2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit final completion photographic documentation.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:

- a. Project name.
 - b. Date.
 - c. Name of Architect and Construction Manager.
 - d. Name of Contractor.
 - e. Page number.
4. Submit list of incomplete items in the following format:
 - a. MS Excel electronic file. Architect, through Construction Manager, will return annotated file.
 - b. PDF electronic file. Architect, through Construction Manager, will return annotated file.

1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- D. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
 1. Submit on digital media acceptable to Architect.
- E. Warranties in Paper Form:
 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- F. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
 - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are not planted, mulched, or paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.

- j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
 - p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
 - q. Leave Project clean and ready for occupancy.
- C. Pest Control: Comply with pest control requirements in Section 015000 "Temporary Facilities and Controls." Prepare written report.
- D. Construction Waste Disposal: Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
- 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
 - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 - 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

210986.00

F J KINGSBURY
BOILER REPLACEMENT

JUNE 30, 2021

END OF SECTION 017700

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Demolition and removal of selected site elements.
3. Salvage of existing items to be reused or recycled.

B. Related Requirements:

1. Section 011000 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
2. Section 015639 "Temporary Tree and Plant Protection" for temporary protection of existing trees and plants that are affected by selective demolition.
3. Section 017300 "Execution" for cutting and patching procedures.
4. Section 013516 "Alteration Project Procedures" for general protection and work procedures for alteration projects.
5. Section 311000 "Site Clearing" for site clearing and removal of above- and below-grade improvements not part of selective demolition.

1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.3 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

- 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.4 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at site.

- 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review structural load limitations of existing structure.
 - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
 - 5. Review areas where existing construction is to remain and requires protection.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For refrigerant recovery technician.

- B. Engineering Survey: Submit engineering survey of condition of building.

- C. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.

- D. Schedule of Selective Demolition Activities: Indicate the following:

- 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building manager's on-site operations are uninterrupted.
 - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 - 3. Coordination for shutoff, capping, and continuation of utility services.
 - 4. Use of elevator and stairs.
 - 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

- E. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Comply with Section 013233 "Photographic Documentation." Submit before Work begins.

- F. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

- G. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.6 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.

1.7 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.8 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. Hazardous materials will be removed by Owner before start of the Work.
 - 2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Hazardous Materials: Present in buildings and structures to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
 - 1. Hazardous material remediation is specified elsewhere in the Contract Documents.
 - 2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
 - 3. Owner will provide material safety data sheets for suspected hazardous materials that are known to be present in buildings and structures to be selectively demolished because of building operations or processes performed there.
- F. Storage or sale of removed items or materials on-site is not permitted.
- G. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.

1.9 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Verify that hazardous materials have been remediated before proceeding with building demolition operations.
- D. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
 - 2. Arrange to shut off utilities with utility companies.
 - 3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 4. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.

- a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
- b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
- c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
- d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
- e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
- f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
- g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.

3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 1. Strengthen or add new supports when required during progress of selective demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.

2. 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. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 4. 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.
 5. Maintain fire watch during and for at least 2 hours after flame-cutting operations.
 6. Maintain adequate ventilation when using cutting torches.
 7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 10. Dispose of demolished items and materials promptly. Comply with requirements in Section 017419 "Construction Waste Management and Disposal."
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Salvaged Items: See Section 017419 "Construction Waste Management and Disposal."
1. Clean salvaged items.
 2. Pack or crate items after cleaning. Identify contents of containers.
 3. Store items in a secure area until delivery to Owner.
 4. Transport items to Owner's storage area on-site designated by Owner.
 5. Protect items from damage during transport and storage.
- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and recycle or dispose of them according to Section 017419 "Construction Waste Management and Disposal."
1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

4. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."

B. Burning: Do not burn demolished materials.

3.6 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.7 SELECTIVE DEMOLITION SCHEDULE

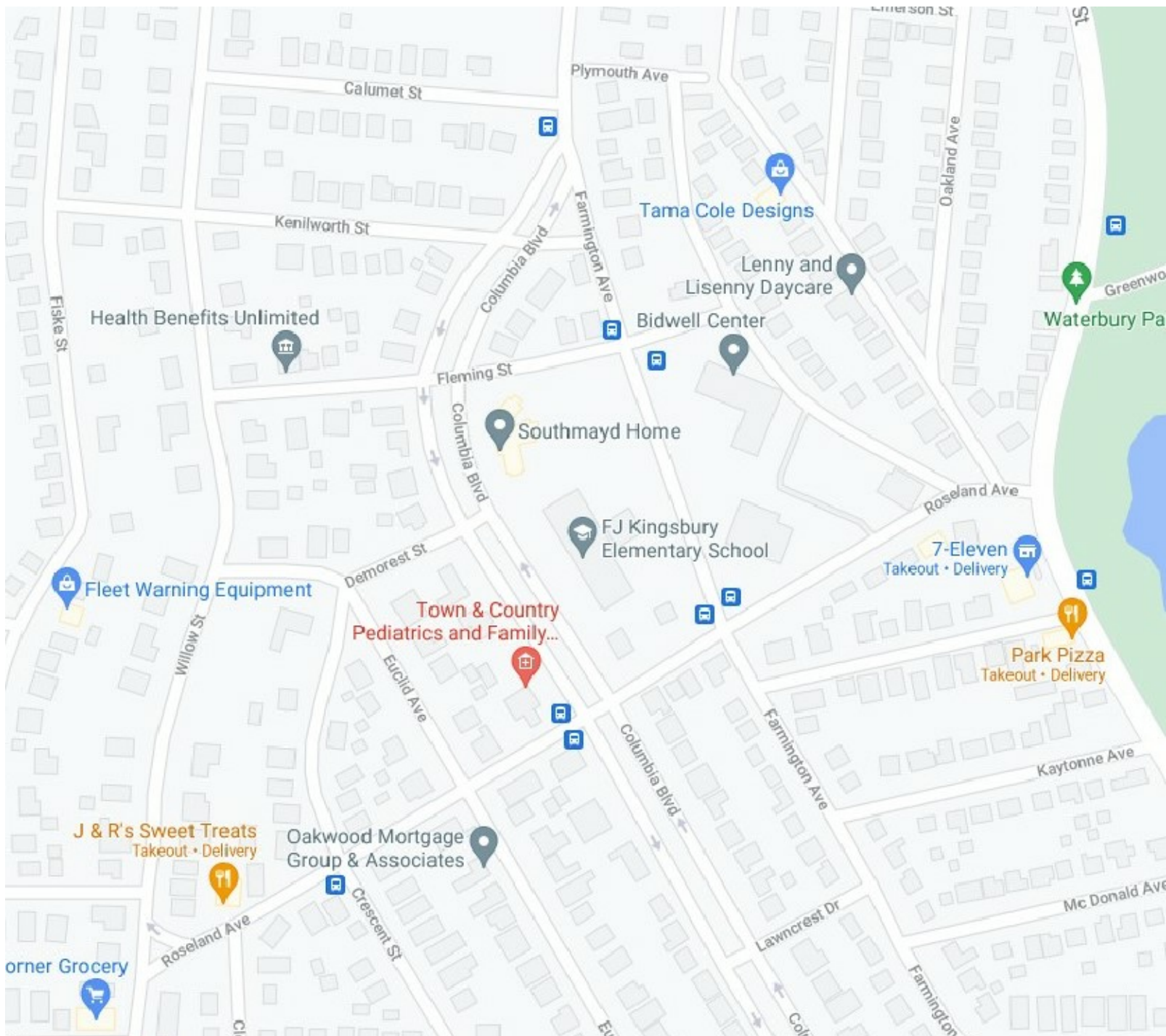
1. Remove and Salvage:
 - a. Owner may remove parts or all of the existing burners. Contractor shall assume their demolition scope includes demolition of burners in their entirety.

END OF SECTION 024119

CITY OF WATERBURY

F J KINGSBURY ELEMENTARY SCHOOL

220 COLUMBIA BLVD
WATERBURY, CT 06710



SITE MAP



ARCHITECTURE
ENGINEERING
ENVIRONMENTAL
LAND SURVEYING

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Meriden, CT 06450
(203) 630-1406
(203) 630-2615 Fax

BL PROJECT No. 210896.00

LIST OF DRAWINGS

COVER SHEET

MECHANICAL/ELECTRICAL	
M0.01	MECHANICAL GENERAL NOTES, SYMBOLS, LEGENDS, & ABBREVIATIONS
M0.02	MECHANICAL SPECIFICATIONS
M0.03	MECHANICAL SPECIFICATIONS
M01.01	FIRST FLOOR MECHANICAL DEMOLITION PLAN
M1.01	FIRST FLOOR MECHANICAL PLAN
M4.01	MECHANICAL DETAILS
M5.01	MECHANICAL DETAILS AND SCHEDULES
E0.01	ELECTRICAL GENERAL NOTES, SYMBOLS, LEGENDS, & ABBREVIATIONS
E01.01	FIRST FLOOR ELECTRICAL DEMOLITION PLAN
E1.01	FIRST FLOOR ELECTRICAL PLAN

GENERAL

THE WORK INCLUDES ALL LABOR, MATERIALS, EQUIPMENT, AND SERVICES NECESSARY TO COMPLETE THE WORK AS SHOWN ON THE DRAWINGS AND SPECIFIED HEREIN.

MATERIAL AND EQUIPMENT QUALIFICATIONS

ALL MATERIALS AND APPARATUS REQUIRED FOR THE WORK, EXCEPT AS OTHERWISE SPECIFICALLY INDICATED, SHALL BE NEW AND REQUIRE APPROVAL BY THE CONTRACTOR. WHERE NO SPECIFIC MAKE OF MATERIAL, APPARATUS OR APPLIANCE IS MENTIONED, ANY FIRST-CLASS PRODUCT MADE BY A REPUTABLE MANUFACTURER MAY BE SUBMITTED FOR CONTRACTOR REVIEW AND APPROVAL.

SUBCONTRACTOR SHALL REVIEW ALL OTHER TRADES SCOPE OF WORK, SEQUENCE OF OPERATIONS PRIOR TO MATERIAL AND EQUIPMENT SUBMITTALS.

EXISTING CONDITIONS FIELD SURVEY

SUBCONTRACTOR SHALL VISIT SITE TO BECOME THOROUGHLY FAMILIAR WITH EXISTING CONDITIONS AND THEIR EFFECT ON THE WORK. BEFORE COMMENCING WORK EXAMINE EXISTING ADJOINING WORK ON WHICH THE NEW WORK IS IN ANY WAY DEPENDANT FOR PROPER INSTALLATION, OPERATION AND SERVICE AND REPORT ANY DISCREPANCIES WHICH WOULD INHIBIT THE PROPER INSTALLATION OF NEW WORK.

COORDINATION

COORDINATE THE WORK WITH WORK OF OTHER TRADES AND FIELD CONDITIONS. CAREFULLY CHECK SPACE REQUIREMENTS AND UTILITIES TO INSURE ALL EQUIPMENT CAN BE INSTALLED IN THE SPACES ALLOTTED THERETO AND COORDINATE ALL NECESSARY UTILITY SERVICE REQUIREMENTS. THE INSTALLATION OF NEW WORK MAY REQUIRE A PHASED INSTALLATION SEQUENCE. COORDINATE, PROTECT AND SCHEDULE WORK WITH WORK OF OTHER TRADES IN ACCORDANCE WITH THE REQUIRED CONSTRUCTION SCHEDULE.

INSTALL ALL WORK IN ACCORDANCE WITH EQUIPMENT MANUFACTURERS INSTALLATION INSTRUCTIONS.

FIRESTOPPING

FIRESTOPPING SHALL BE PROVIDED AT ALL PENETRATIONS THROUGH FIRE-RESISTANCE RATED WALL, FLOOR AND ROOF CONSTRUCTION CONTAINING CABLES, PIPES, DUCTS, CONDUITS AND OTHER PENETRATING ITEMS.

WATER QUALITY AND WATER QUALITY CONTROL

PROVIDE CHEMICAL TREATMENT FOR BOILER START UP AND "BURN IN". INITIAL CHEMICAL TREATMENT SHALL BE DONE IN THE PRESENCE OF AND UNDER THE SUPERVISION OF A WATER QUALITY CONTRACTOR SPECIALIZING IS THIS TYPE OF WORK. ALL CHEMICALS FOR BOILER "BURN IN" SHALL BE PROVIDED BY THIS WATER QUALITY CONTRACTOR.

PROVIDE TWO DOUBLE WALL CHEMICAL FEED TANKS TO STORE MIXED CHEMICAL TREATMENT. EACH TANK SHALL HAVE A DEDICATED CHEMICAL FEED PUMP THAT SHALL BE INTERLOCKED WITH EACH BOILER FEED PUMP. SYSTEM SHALL BE SIZED, DESIGNED, AND SERVICED BY A WATER QUALITY CONTRACTOR SPECIALIZING IN WATER QUALITY MONITORING AND CHEMICAL TREATMENT.

WATER QUALITY SHALL BE MONITORED ON A MONTHLY BASIS FOR A PERIOD OF ONE YEAR UNDER THE MECHANICAL CONTRACTORS WARRANTY. AFTER THAT WARRANTY PERIOD IS OVER, THE CONTRACT FOR WATER QUALITY MONITORING AND CONTROL SHALL BE TURNED OVER TO THE BUILDING OWNER.

MECHANICAL SPECIFICATIONS

DUCTWORK

ALL DUCTWORK SHALL BE CONSTRUCTED FROM GALVANIZED STEEL (G-90) SHEETS UNLESS OTHERWISE NOTED ON DRAWINGS. ALL DUCTWORK SHALL CONFORM TO CONSTRUCTION DETAILS IN THE LATEST EDITION OF THE SMACNA HVAC MANUALS AND NFPA 90A AS APPLICABLE. ALL DUCTWORK SHALL BE CONSTRUCTED FOR A MINIMUM OF 1" PRESSURE CLASSIFICATION. ALL DUCT SIZES SHOWN ARE CLEAR INSIDE DIMENSIONS.

BREECHING AND STACKS

COMPLY WITH NFPA 211 "STANDARD FOR CHIMNEYS, FIREPLACES, VENTS AND SOLID FUEL BURNING APPLIANCES"

CATEGORY-II, III, IV (CONDENSING 0 TO NEGATIVE OR POSITIVE PRESSURE APPLIANCE AND NON-CONDENSING POSITIVE PRESSURE APPLIANCE)

VENTING MATERIAL SHALL BE IN ACCORDANCE WITH MANUFACTURERS MANUFACTURERS VENTING GUIDELINES, SS OR POLY-PRO. ALL COMMON VENTING SYSTEMS SHALL BE "ENGINEERED VENTING SYSTEMS" DESIGNED BY THE VENTING MANUFACTURER IN ACCORDANCE WITH THE EQUIPMENT MANUFACTURERS VENTING REQUIREMENTS.

FLUE MATERIAL: POLY-PRO OR AL29-4C SUPERFERRITIC STAINLESS STEEL (OR MANUFACTURER APPROVED VENTING MATERIAL)
CASING MATERIAL: 0.018" THICK ALUMINIZED STEEL (OR MANUFACTURER APPROVED VENTING MATERIAL)

FURNISH WITH FACTORY FITTINGS AND ACCESSORIES INCLUDING TEES, ELBOWS, INCREASERS, DRAFT HOOD, EXPANSION JOINTS, FIRE STOP, SPACERS, STORM COLLAR, CAP AND APPLIANCE CONNECTOR SHALL BE PRODUCTS OF A SINGLE MANUFACTURER TO ASSURE COMPATIBILITY. WHEN BAROMETRIC DAMPER IS TO BE UTILIZED WITH THE CHIMNEY, THE CHIMNEY MANUFACTURER SHALL PROVIDE THE NECESSARY FITTINGS TO ENABLE ITS INSTALLATION.

ACCEPTABLE MANUFACTURERS:
SELKIRK METALBESTOS, METAL FAB, AMPCO, DURAVENT, OR APPROVED EQUAL.

ABOVE GROUND PIPING

COMPLY WITH THE ASME STANDARD 31.9 "BUILDING SERVICES PIPING", ANSI STANDARD B31.1 STANDARD FOR "POWER PIPING", AND B16.5 FOR WELDING. STEAM AND CONDENSATE PIPING SHALL COMPLY WITH BOCA OR UNIFORM MECHANICAL CODE WHERE APPROPRIATE. GAS PIPING SHALL COMPLY WITH NFPA 54 "NATIONAL FUEL GAS CODE".

PIPE AND TUBING MATERIALS, FITTING AND JOINTS

COPPER TUBING: ASTM B-88W TYPE L, WITH WROUGHT COPPER FITTINGS ANSI B16.22, SOLDER JOINTS ASTM B32 95-5 TIN-ANTIMONY, VIEGA PRO-PRESS MECHANICAL PRESS FITTINGS, OR THE VICTAULIC COPPER TUBE SYSTEM FOR 2" AND LARGER UTILIZING STYLE 607 COPPER TUBE SIZE COUPLING AND GRADE EHP EPDM GASKET. MECHANICAL

STEEL PIPING: ASTM A-53 GRADE B, SCHEDULE 40, BLACK STEEL PIPE WITH CAST IRON THREADED FITTINGS ANSI B16.4 CLASS 125 MALLEABLE IRON THREADED FITTINGS ANSI B16.3 CLASS 150, STEEL WELDING FITTINGS ASTM A234, FLANGED FITTINGS ASTM B16.5., VIEGA MEGA-PRESS MECHANICAL PRESS FITTINGS, OR VICTAULIC MECHANICAL CONNECTIONS (ROLL GROOVED) JOINTS IN ACCORDANCE WITH MANUFACTURERS INSTALLATION INSTRUCTIONS.

MECHANICAL COUPLINGS FOR GROOVED PIPING STEEL SYSTEMS:

- RIGID: VICTAULIC STYLE 107H (8" AND SMALLER), STYLE 07 (10" AND 12") AND STYLE W07 (14" AND LARGER)
- FLEXIBLE: VICTAULIC STYLE 177 (8" AND SMALLER), STYLE 77 (10" AND 12") AND STYLE W77 (14" AND LARGER)
- GASKETS: GRADE EHP EPDM (8" AND SMALLER), GRADE E EPDM (10" AND 12") AND GRADE E FLUSHSEAL EPDM (14" AND LARGER)
- FLANGE ADAPTERS: VICTAULIC STYLES 741/W741 FOR DIRECT CONNECTION TO CL 125/150 FLANGED COMPONENTS. STYLE 743 FOR DIRECT CONNECTION TO CL 300 FLANGED COMPONENTS.

COMPLY WITH THE FOLLOWING PIPE AND FITTING SCHEDULES.

PIPE SCHEDULE

SERVICE	MATERIAL	TYPE	WEIGHT
CHILLED/HOT/CONDENSER WATER			
2 INCH AND UNDER	COPPER	HARD DRAWN, TYPE L	
2.5 INCH TO 10 INCH	STEEL	BLACK	SCH. 40
12 INCH AND LARGER	STEEL	BLACK	STANDARD
CHILLED WATER RUNOUTS TO AIR OR TERMINAL UNITS	STEEL, COPPER	BLACK, HARD DRAWN TYPE L	
DRAINS	STEEL, COPPER	BLACK, HARD DRAWN TYPE L	
CONDENSATE DRAIN RUNOUTS	COPPER	HARD DRAWN, TYPE L	
DOMESTIC WATER	COPPER	HARD DRAWN, TYPE L	
REFRIGERANT RELIEF PIPING	STEEL	BLACK	SCH. 40
REFRIGERANT PIPING	COPPER	ACR	
STEAM (LP), 2 INCH AND UNDER	STEEL	BLACK	SCH. 40
STEAM (LP), 2.5 INCH AND LARGER	STEEL	BLACK	SCH. 40
STEAM CONDENSATE	STEEL	BLACK	SCH. 40
NATURAL GAS PIPING	STEEL	BLACK	SCH. 40
FUEL OIL PIPING	STEEL	BLACK	SCH. 40

PIPE FITTING SCHEDULE

SERVICE	MATERIAL	TYPE	WEIGHT
CHILLED/HOT/CONDENSER WATER			
2 INCH AND UNDER	CAST IRON,	SCREW, PRESS	125 POUNDS
2.5 INCH AND LARGER	STEEL	WELDED, MECHANICAL	STANDARD
CHILLED WATER RUNOUTS TO AIR OR TERMINAL UNITS	CAST IRON, WROUGHT,	SCREW, SOLDER, PRESS	125 POUNDS
DRAINS	STEEL, WROUGHT, COPPER	GALV. SOLDER, MECHANICAL, PRESS	125 POUNDS, STANDARD
CONDENSATE DRAIN RUNOUTS	WROUGHT	SOLDER, PRESS	STANDARD
DOMESTIC WATER	WROUGHT	SOLDER, MECHANICAL, PRESS	STANDARD
REFRIGERANT RELIEF PIPING	STEEL, COPPER	SCREW, SOLDER	STANDARD
STEAM (LP), 2 INCH AND UNDER	CAST IRON	SCREW	150 POUNDS
STEAM (LP), 2.5 INCH AND LARGER	STEEL	WELDED, MECHANICAL	STANDARD
STEAM CONDENSATE	CAST IRON	SCREW	150 POUNDS
NATURAL GAS PIPING	MALEABLE IRON	PRESS	150 POUNDS
FUEL OIL PIPING	STEEL	WELDED, MECHANICAL	STANDARD

COMPLY WITH MSS-90 REQUIREMENTS FOR SUPPORT OF PIPING AND INTERNATIONAL BUILDING CODE (IBC).

PIPE HANGER SPACING AND SUPPORT LOADING SHALL BE IN ACCORDANCE WITH ASME / ANSI B31.9 REQUIREMENTS. WHERE CONCENTRATED LOADS OF VALVES, FITTINGS AND COMPONENTS OCCUR SPACE HANGARS CLOSER AS NECESSARY BASED ON THE WEIGHT TO BE SUPPORTED AND THE MAXIMUM RECOMMENDED LOADS FOR THE HANGER SUPPORT SYSTEM.

PIPE HANGARS SHALL BE OF THE CLEVIS TYPE.

ON VICTAULIC INSTALLATIONS, STYLE 017H, 07 AND W07 RIGID COUPLINGS MAY BE USED ON IPS STEEL PIPING SYSTEMS, WHICH MEET THE SUPPORT AND HANGING REQUIREMENTS OF ASME B31.1, B31.3 AND B31.9. STYLE 607 COUPLINGS MAY BE USED ON COPPER TUBING SYSTEMS, WHICH MEET THE SUPPORT AND HANGING REQUIREMENTS OF ASMB B31.9

HYDRO STATICALLY TEST PIPING IN ACCORDANCE WITH ANSI B31.9 REQUIREMENTS AT 1-1/2 TIMES SYSTEM WORKING PRESSURE.

VALVES -- GENERAL USE

VALVES SHALL BE RATED MINIMUM 125 PSIG WORKING STEAM PRESSURE (WSP) OR 200 PSIG WATER/OIL/GAS (WOG) AND 250 DEG F OR 1.5 TIMES ACTUAL SYSTEM WORKING PRESSURE.

GATE AND GLOBE VALVES 2" AND SMALLER MSS SP-80 CLASS 150 FOR HOT WATER SERVICE.

GATE AND GLOBE VALVES 2-1/2" AND LARGER MSS SP-70 CLASS 125 ASTM A 126 CLASS B WITH CAST IRON BODY, FLANGED ENDS OR VICTAULIC FOR HOT WATER SERVICE.

BALL VALVES 150 PSIG WSP, 400 PSIG WOG, ASTM B26, BRONZE BODY WITH THREADED ENDS FOR HOT WATER SERVICE.

PLUG VALVES 2" AND SMALLER 150 PSIG WOG BRONZE ASTM B62 BODY WITH THREADED ENDS 2-1/2" AND LARGER MSS SP-78 175 PSIG WOG STEEL OR DUCTILE IRON BODY FLANGED OR GROOVED ENDS.

BUTTERFLY VALVES 2-1/2" AND LARGER, MSS SP-67, 200 PSIG WOG, CAST IRON BODY ASTM A 126, CLASS B, LUG TYPE, EPDM SLEEVE, ALUMINUM BRONZE DISC, STAINLESS STEEL STEM, LEVER OPERATOR WITH LOCKING QUADRANT THROUGH 6: AND GEAR HANDWHEEL OPERATORS WITH POSITION INDICATOR 8" AND LARGER.

BUTTERFLY VALVES 2-1/2" AND LARGER FOR GROOVED PIPING SYSTEMS, MSS SP-67, 300 PSIG CWP, DUCTILE IRON BODY ASTM A536, EPDM SEAT RATED FOR UP TO 250F CONTINUOUS DUTY (FOR 12" AND SMALLER) AND UP TO 230F CONTINUOUS DUTY (14" AND LARGER), DUCTILE IRON OFFSET DISC, STAINLESS STEEL STEM, LEVER OPERATOR WITH LOCKING QUADRANT THROUGH 6: AND GEAR HANDWHEEL OPERATORS WITH POSITION INDICATOR 8" AND LARGER. VICTAULIC MASTERSEAL OR AGS VIC-300.

CHECK VALVES (WAFFER OR LIFT AS NOTED) 2" AND SMALLER MSS SP-80 CLASS 125 BRONZE BODY ASTM B26, 2+ AND LARGER MSS SP-71 CLASS 125 CAST IRON BODY ASTM A126 CLASS B.

CHECK VALVES (LIFT OR SPRING-ASSISTED SWING) FOR GROOVED PIPING SYSTEMS 2: AND LARGER, MSS SP-71, 300 PSIG CWP DUCTILE IRON BODY ASTM A536. VICTAULIC STYLE 716H, 779, W715 OR 712.

VALVE APPLICATION: (WHERE SPECIFIC VALVE TYPES ARE NOT INDICATED ON THE DRAWINGS THE FOLLOWING REQUIREMENTS SHALL APPLY)

SHUT OFF DUTY: GATE, BALL BUTTERFLY
THROTTLING DUTY: GLOBE, PLUG, BUTTERFLY (ONLY WHERE INDICATED ON THE DRAWINGS)

ACCEPTABLE VALVE MANUFACTURERS:
MILWAUKEE, CRANE, NIBCO, VICTAULIC (GROOVED), ANVIL, GRULOCK, APOLLO, STOCKHAM, OR CONTRACTOR APPROVED EQUAL.

FLEXIBLE CONNECTORS:

THREE (3) VICTAULIC FLEXIBLE COUPLING STYLE 177/77/W77 MAY BE USED IN LIEU OF EACH FLEXIBLE CONNECTOR ON MAJOR EQUIPMENT FOR VIBRATION ATTENUATION. COUPLINGS SHALL BE PLACED IN CLOSE PROXIMITY TO THE VIBRATING SOURCE.

PRESSURE GAUGES

TYPE: GENERAL USE, ASME B40.1, GRADE A, PHOSPHOR BRONZE
BOURDON -- TUBE TYPE, BOTTOM CONNECTION. 4-1/2" DIAMETER

SELECT 2 TIMES OPERATING PRESSURE ±1% OF RANGE SPAN

ACCEPTABLE MANUFACTURERS:
WEISS INSTRUMENTS, INC., OR EQUAL OR CONTRACTOR APPROVED EQUAL.

THERMOMETERS, GENERAL

SCALE RANGE: TEMPERATURE RANGES FOR SERVICES LISTED AS FOLLOWS:

- CONDENSER WATER: 0 TO 160 DEG F, WITH 2-DEGREE SCALE DIVISIONS
- CHILLED WATER: 0 TO 100 DEG F, WITH 2-DEGREE SCALE DIVISIONS
- HOT WATER: 0 TO 250 DEG F, WITH 2- DEGREE SCALE DIVISIONS

ACCURACY: PLUS OR MINUS 1 PERCENT OF RANGE SPAN OR PLUS OR MINUS ONE SCALE DIVISION TO MAXIMUM OF 1.5 PERCENT RANGE SPAN.

MANUFACTURER:
WEISS INSTRUMENTS, INC., OR CONTRACTOR APPROVED EQUAL.

THERMOMETER WELLS

DESCRIPTION: FITTING WITH PROTECTIVE WELL FOR INSTALLATION IN THREADED PIPE FITTING TO HOLD TEST THERMOMETER.

- MATERIAL: STAINLESS STEEL, FOR USE IN STEEL PIPING.
- EXTENSION-NECK LENGTH: NOMINAL THICKNESS OF 2 INCHES THICKNESS OF INSULATION. OMIT EXTENSION NECK FOR WELLS FOR PIPING NOT INSULATED.
- INSERTION LENGTH: TO EXTEND TO CENTER OF PIPE.
- CAP: THREADED, WITH CHAIN PERMANENTLY FASTENED TO SOCKET.
- HEAT-TRANSFER FLUID: OIL OR GRAPHITE.

MANUFACTURER:
WEISS INSTRUMENTS, INC. OR CONTRACTOR APPROVED EQUAL.

SYSTEM IDENTIFICATION

COMPLY WITH ANSI A 13.1 FOR LETTERING SIZE, COLOR FIELD, COLORS AND VIEWING ANGLES AND COORDINATE WITH OWNERS EXISTING IDENTIFICATION TAGGING SYSTEM. PAINT PIPING/INSULATION PER OWNERS STANDARDS.

IDENTIFICATION MATERIALS:

- PIPING -- SNAP-ON TYPE PLASTIC
- DUCTWORK -- PLASTIC STICK-ON TYPE
- VALVE TAGS -- 1-1/2" DIAMETER BRASS TYPE
- WITH FRAMED AND LAMINATED VALVE CHART MOUNTED IN MECHANICAL ROOM.
- EQUIPMENT -- ENGRAVED STOCK MELANINE PLASTIC LAMINATE 2-1/2" -- 4"
- MINIMUM TO 4-1/2" X 6" FOR LARGER EQUIPMENT.

ACCEPTABLE MANUFACTURERS:
ALLEN SYSTEM INC., BRADY CO.,SETON NAMEPLATE CORP., INDUSTRIAL SAFETY SUPPLY CO. OR CONTRACTOR APPROVED EQUAL.

INSULATION

COMPLY WITH IECC (CURRENT VERSION), ASHRAE 90.1 2007, AND ASTM E-84, NFPA 255 AND UL 723 FOR FLAME SPREAD AND SMOKE DEVELOPED INDEX.

PIPE INSULATION MATERIAL:

INDOOR PIPING: FIBERGLASS MINERAL FIBER PREFORMED PIPE INSULATION ASTM C547, CLASS 1 4LB/FT3

ALL CHILLED WATER, CONDENSATE AND COLD WATER PIPE INSULATION SHALL BE PROVIDED WITH VAPOR BARRIER. SERVICE JACKET SHALL BE PROVIDED TO ALL PIPING.

PUMPS

VERTICAL INLINE PUMPS

GENERAL DESCRIPTION: PUMPS SHALL BE CENTRIFUGAL, CLOSE-COUPLED, SINGLE-STAGE, WITH MECHANICAL SEALS, AND RATED FOR 175 PSIG WORKING PRESSURE AND 225 DEG F CONTINUOUS WATER TEMPERATURE.

CASINGS CONSTRUCTION: CAST IRON, WITH THREADED COMPANION FLANGES FOR PIPING CONNECTIONS SMALLER THAN 2-1/2 INCHES, 3" AND OVER SHALL HAVE FLANGED PIPING CONNECTIONS AND THREADED GAGE TAPINGS AT INLET AND OUTLET CONNECTIONS.

PUMP SHAFT AND SLEEVE: GROUND AND POLISHED STEEL SHAFT, WITH SLEEVE AND INTEGRAL THRUST BEARING. PROVIDE FLINGER ON MOTOR SHAFT BETWEEN MOTOR AND SEALS TO PREVENT LIQUID THAT LEAKS PAST PUMP SEALS FROM ENTERING THE MOTOR BEARINGS.

SEALS: MECHANICAL SEALS CONSISTING OF CARBON STEEL ROTATING RING, STAINLESS STEEL SPRING, CERAMIC SEAT, AND FLEXIBLE BELLWS AND GASKET.

MOTOR: DIRECT-MOUNTED TO PUMP CASING; WITH LIFTING AND SUPPORTING LUGS IN TOP OF MOTOR ENCLOSURE. PROVIDE SHAFT GROUNDING.

BASE-MOUNTED, SEPARATELY-COUPLED, END-SUCTION PUMPS

GENERAL DESCRIPTION: PUMPS SHALL BE BASE-MOUNTED, CENTRIFUGAL, SEPARATELY-COUPLED, END SUCTION, SINGLE-STAGE, AND RATED FOR 175 PSIG WORKING PRESSURE AND 225 DEG F CONTINUOUS WATER TEMPERATURE.

CASINGS CONSTRUCTION: CAST IRON, WITH FLANGED PIPING CONNECTIONS, AND THREADED GAGE TAPPINGS AT INLET AND OUTLET FLANGE CONNECTIONS.

WEAR RINGS: REPLACEABLE.

PUMP SHAFT AND SLEEVE BEARINGS: STEEL SHAFT, WITH SLEEVE. PROVIDE SHAFT GROUNDING.

SEALS: MECHANICAL SEALS CONSISTING OF CARBON STEEL ROTATING RING, STAINLESS STEEL SPRING, CERAMIC SEAT, AND FLEXIBLE BELLWS AND GASKET.

PUMP COUPLINGS: FLEXIBLE, CAPABLE OF ABSORBING TORSIONAL VIBRATION AND SHAFT MISALIGNMENT; COMPLETE WITH METAL OSHA APPROVED COUPLING GUARD.

MOUNTING FRAME: FACTORY-WELDED FRAME AND CROSS MEMBERS, FABRICATED OF STEEL CHANNELS AND ANGLES CONFORMING TO ASTM B 36. FABRICATE FOR MOUNTING PUMP CASING, COUPLER GUARD, AND MOTOR. GRIND WELDS SMOOTH PRIOR TO APPLICATION OF FACTORY FINISH. MOTOR MOUNTING HOLES FOR FIELD-INSTALLED MOTORS SHALL BE FIELD-DRILLED.

MOTOR: SECURED TO MOUNTING FRAME WITH ADJUSTABLE ALIGNMENT ON MOUNTING FRAME.

ACCEPTABLE MANUFACTURERS:
TACO, BELL & GOSSETT, OR CONTRACTOR APPROVED EQUAL.



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Meriden, CT 06450
(203) 630-1408
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CT REGISTERED
PROFESSIONAL ENGINEER

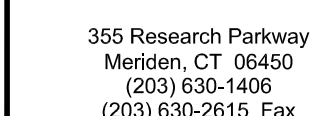
F J KINGSBURY ELEMENTARY SCHOOL
220 COLUMBIA BLVD
WATERBURY, CT 06710

DESIGNED	DATE	BY
DRAWN		RF
CHECKED		GL
APPROVED		GL
SCALE		AS NOTED
PROJECT NO.	2100886.00	
DATE	06/17/2001	
CAD FILE:		

TITLE
MECHANICAL
SPECIFICATIONS

SHEET NO.

M0.02



F J KINGSBURY ELEMENTARY SCHOOL
220 COLUMBIA BLVD
WATERBURY, CT 06710

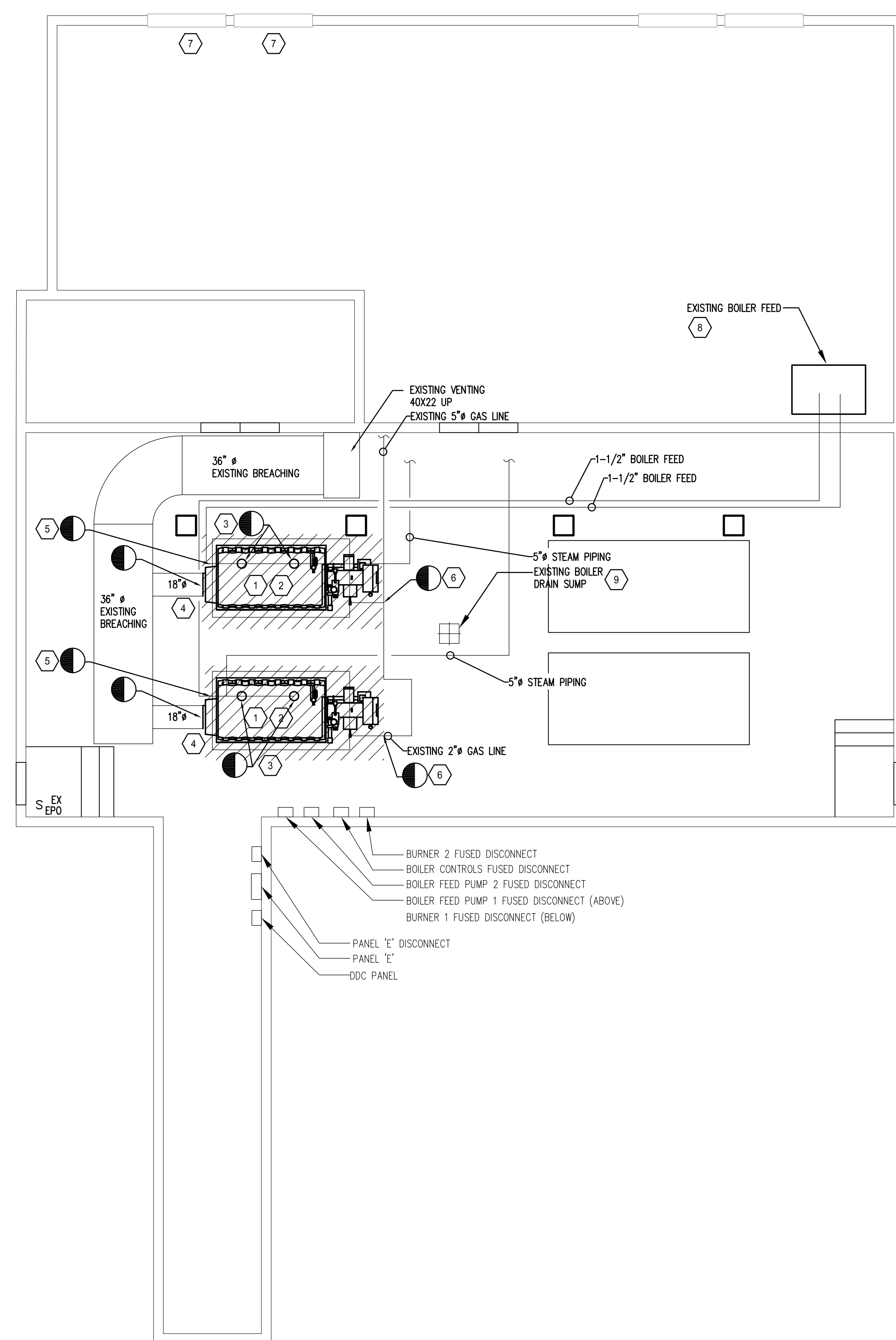
REVISIONS	
No.	Date Desc.

Designed	BR
Drawn	RK
Checked	GL
Approved	GL
Scale	AS NOTED
Project No.	2100986.00
Date	06/17/2021
CAD File:	

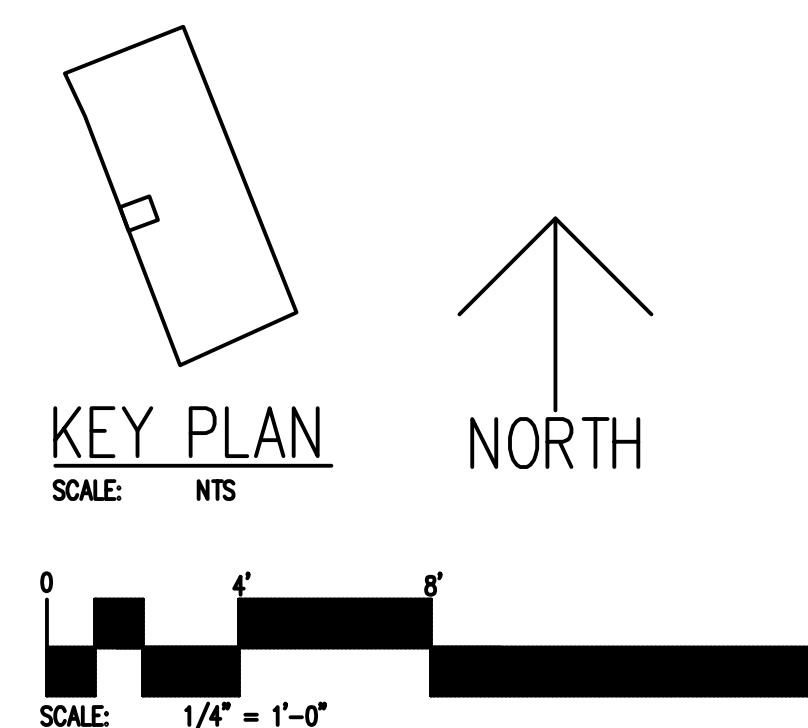
Title
FIRST FLOOR
MECHANICAL
DEMOLITION PLAN

Sheet No. _____

MD1.01



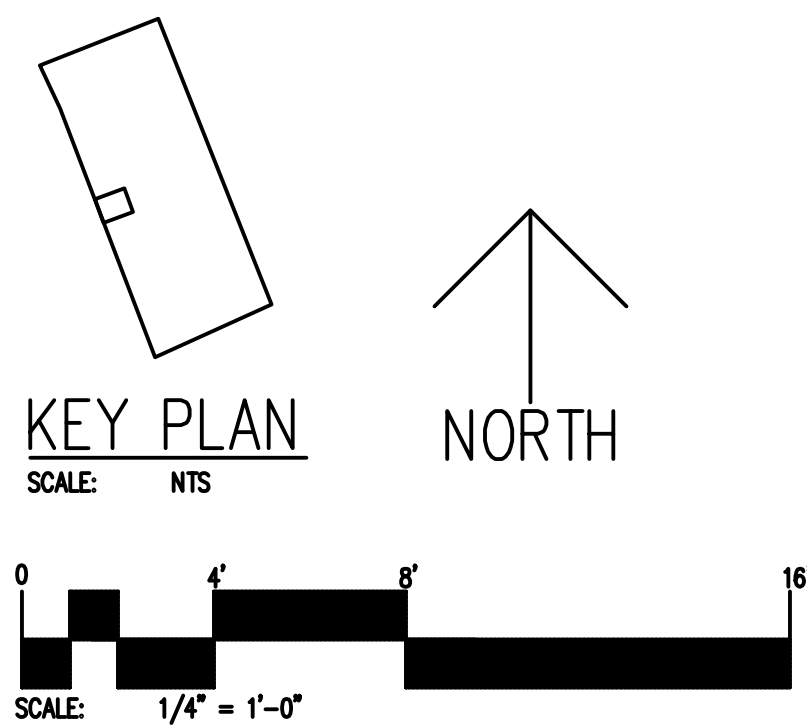
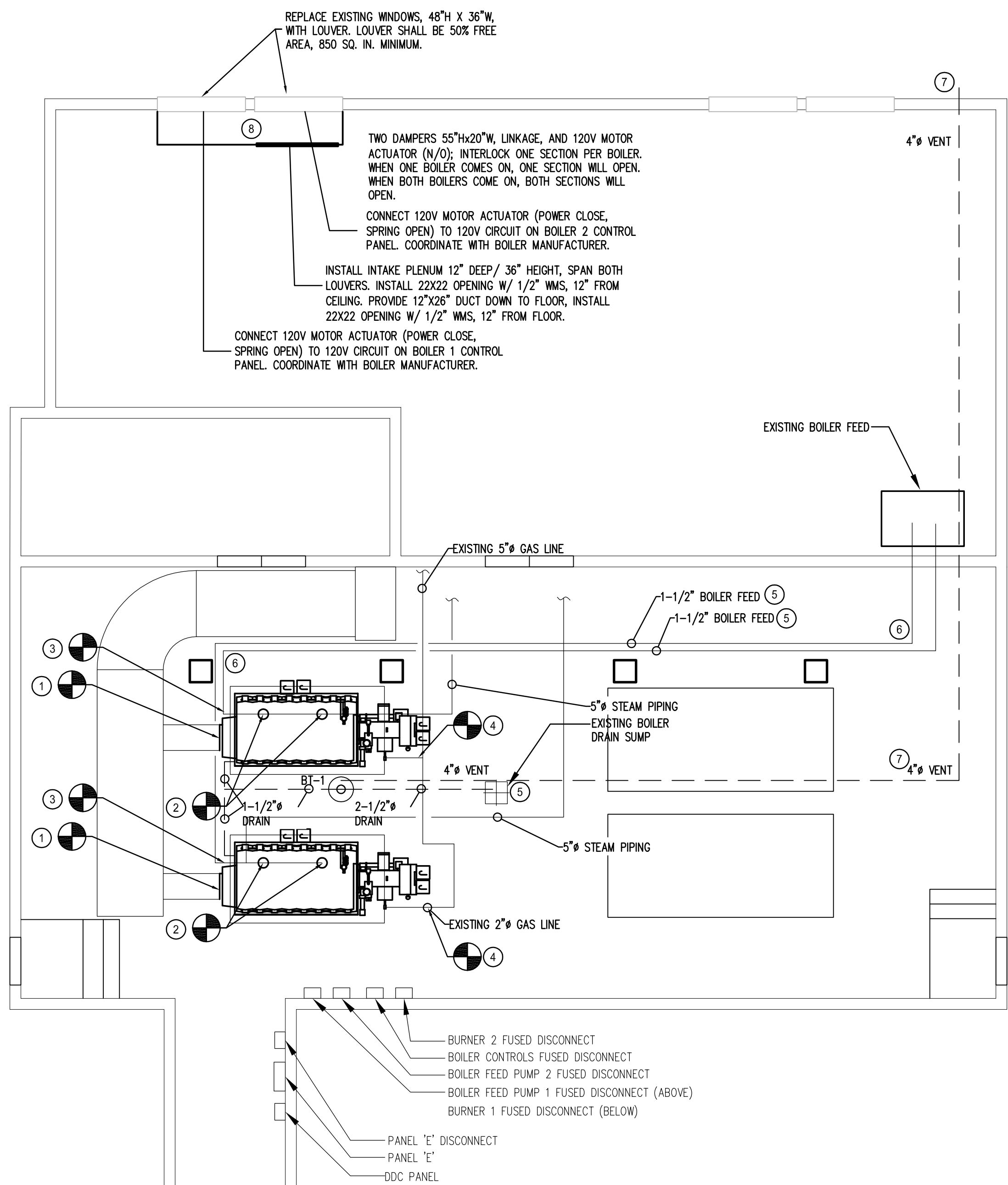
- MECHANICAL DEMOLITION KEY NOTES:**
1. DISCONNECT BOILER POWER WIRING AND DEMO BACK TO FUSED DISCONNECT (INDICATED ON FLOOR PLAN).
 2. DISCONNECT AND DEMO BOILER FEED CONTROL WIRING TO BOILER FEED. CONTRACTOR SHALL INSPECT AND REVIEW BOILER FEED WIRING FOR COORDINATION WITH REQUIRED NEW WORK WIRING MODIFICATIONS.
 3. DISCONNECT STEAM PIPING AT BOILER AND DEMO STEAM PIPING AS REQUIRED TO FACILITATE BOILER DEMOLITION AND NEW INSTALLATION. EXISTING PADS TO REMAIN.
 4. DISCONNECT AND DEMO BOILER VENTING TO FACILITATE INSTALLATION OF NEW BOLERS, COORDINATE DEMOLITION WITH NEW WORK REQUIREMENTS.
 5. DISCONNECT BOILER FEED PIPING TO FACILITATE INSTALLATION OF NEW BOLERS.
 6. ISOLATE GAS SUPPLY LINE TO EACH BOILER. GAS LINE DROP AND DIRT LEG TO REMAIN. DEMO BOILER GAS TRAIN. CONTRACTOR SHALL RE-USE EXISTING GAS PRESSURE REGULATOR VENT PIPING.
 7. DEMO EXISTING 3"-H X 4"-W WINDOWS. CONTRACTOR SHALL VERIFY AVAILABLE FREE AREA WITHIN WINDOW FRAME. COORDINATE WITH NEW WORK DRAWINGS FOR FRESH AIR INTAKE LOUVER REQUIREMENTS.
 8. BOILER FEED TO REMAIN. DEMO CONTROL WIRING, COORDINATE WITH NEW WORK REQUIREMENTS.
 9. EXISTING BOILER ROOM SUMP DRAIN TO REMAIN. CONTRACTOR TO CLEAN AND CLEAR DRAIN LINE. CONTRACTOR TO VERIFY SUMP DRAIN RATE.



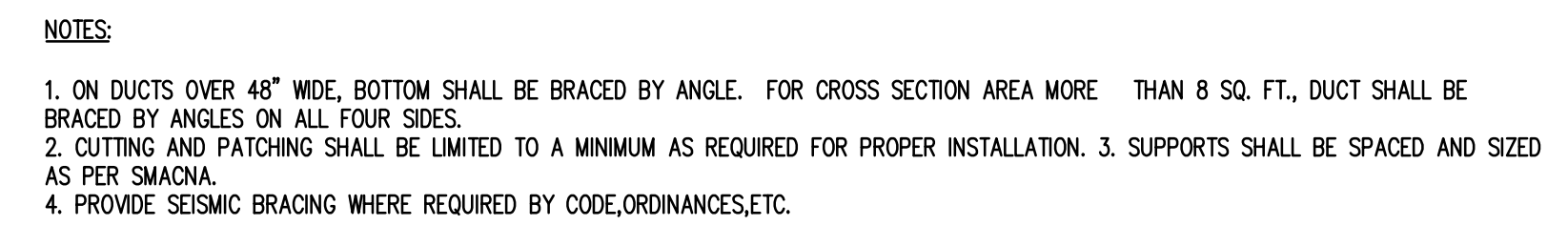
1 BASEMENT DEMOLITION MECHANICAL BOILER PLAN
1/8" = 1'-0"

MECHANICAL KEY NOTES: ⑧

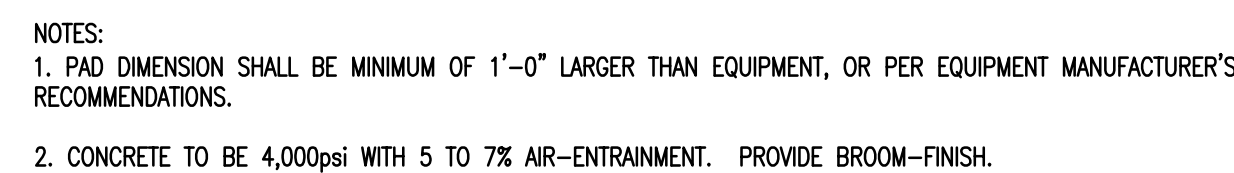
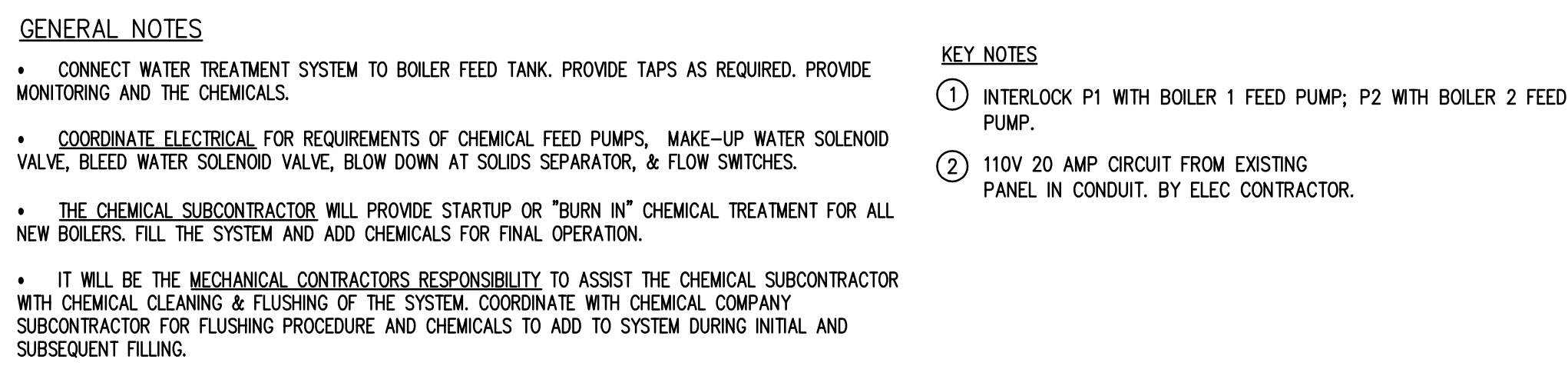
1. CONNECT NEW BOILER VENTING TO EXISTING VENTING. INSTALL VENTING PER DETAIL #8 ON M4.01.
2. RECONNECT EXISTING STEAM PIPING CONNECTIONS. REUSE EXISTING HOUSEKEEPING PADS FOR BOILERS.
3. RECONNECT BOILER FEED AND COLD WATER FEED TO NEW EQUIPMENT AS INDICATED ON M5.01 ONE-LINE PIPING SCHEMATIC.
4. PROVIDE GAS TRAIN FROM BOILER MANUFACTURER, REUSE EXISTING GAS VENT FOR NEW GAS REGULATORS, PILOT VALVES, AND CONTROL VALVES TO ATMOSPHERE FOR EACH BOILER GAS TRAIN AS REQUIRED, CONNECT GAS VENTS TO EXISTING GAS VENTING. INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURERS REQUIREMENTS, STATE, AND LOCAL CODE.
5. CONTRACTOR SHALL CLEAN AND CLEAR FLOOR SUMP. CONTRACTOR SHALL SNAKE AND CLEAR FLOOR SUMP DISCHARGE PIPING.
6. CONTRACTOR SHALL INSULATE (2) 1-1/2" PUMPED CONDENSATE LINE TO BOILER FEED. INSULATION SHALL BE 1" (MIN).
7. INSTALL BLOW DOWN SEPARATOR VENT TO THE EXTERIOR. INSTALL PIPING AS HIGH AS POSSIBLE TO MAINTAIN MAXIMUM CLEARANCE BELOW. PITCH PIPING BACK TO BLOW DOWN SEPARATOR AT 1/4" PER FOOT. PENETRATE EXTERIOR WALL, SEAL PENETRATION TO MAKE WATER TIGHT, TURN DOWN 45° AND INSTALL INSECT SCREEN.
8. INSTALL SHEET METAL PLENUM, DUCT DROP, WITH HIGH-LOW COMBUSTION AIR OPENINGS. SEE DETAIL #11 ON M4.01. INSULATE PLENUM AS INDICATED ON DETAIL. PROVIDE ACCESS FOR MOTORIZED DAMPERS.



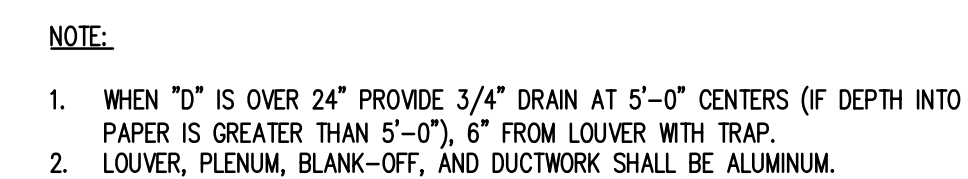
① BASEMENT DEMOLITION MECHANICAL BOILER PLAN
1/8" = 1'-0"



9 DUCT HANGAR SUPPORT
N.T.S.



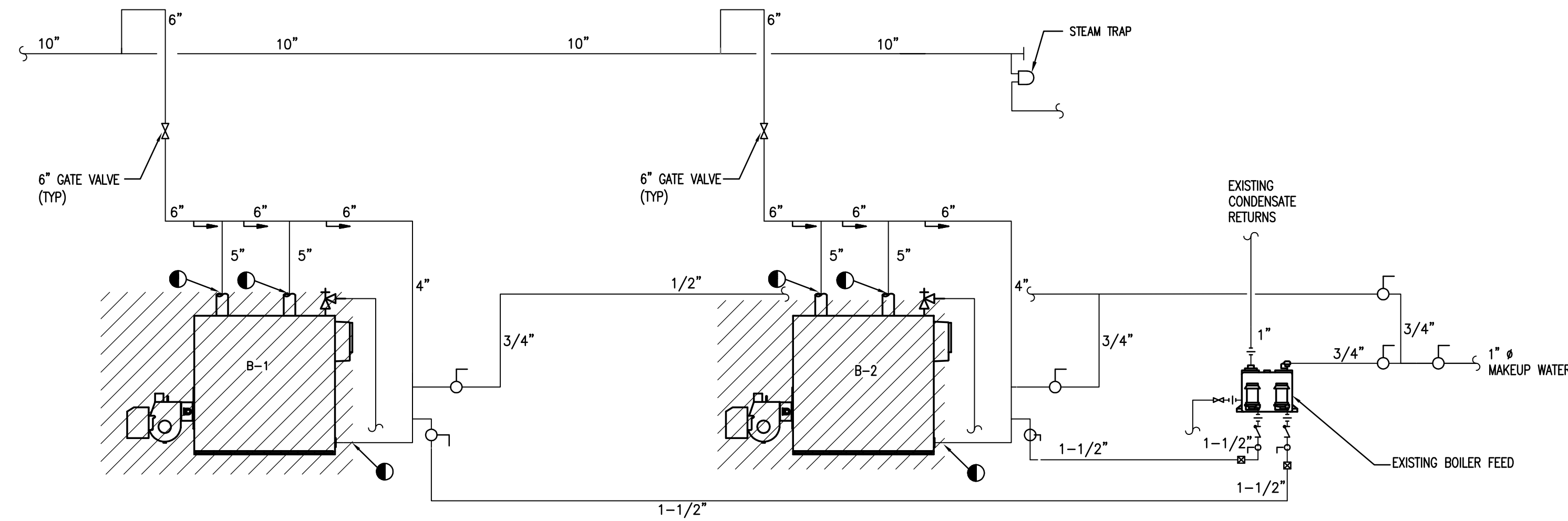
10 TYPICAL PIPE HANGING DETAIL
N.T.S.



11 LOUVER CONNECTION
N.T.S.

1. WHEN OUTDOOR SENSOR EQUALS OR FALLS BELOW AN OWNER MINIMUM TEMPERATURE THE LEAD BOILER SHALL BECOME OPERATIONAL AND MAINTAIN SYSTEM SUPPLY PRESSURE AT 3.5 PS. BOILERS SHALL OPERATE LEAD/ LAG, STAGE FOR OPTIMAL EFFICIENCY AND OPTIMIZED START/ STOP. BOILERS SHALL BE INTEGRATED WITH THE BUILDING CONTROLS VIA BACNET.
2. BOILERS SHALL BE SEQUENCED IN THE FOLLOWING MANNER:
THE LEAD BOILER SHALL BE NOTATED WEEKLY WITH THE OTHER, UPON OUTDOOR RESET OR MANUAL OPERATION THE LEAD BOILER SHALL START AT MINIMUM FIRING RATE IF SYSTEM PRESSURE CANNOT BE MAINTAINED AT 3.5 PS, BURNER SHALL MODULATE TO FULL FIRING RATE, IF SYSTEM PRESSURE CANNOT BE MAINTAINED AT 3 PS, BURNER B-2 SHALL SEQUENCE ON AT LOW FIRE, IF SYSTEM PRESSURE CANNOT BE MAINTAINED AT 2.5 PS, BURNER B-2 SHALL MODULATE TO HIGH FIRE. IF LEAD BOILER FAILS BURNER THE LAG BOILER SHALL OPERATE, AND THE LEAD BOILER SHALL REMAIN OFF UNTIL REPAIRED.
BOILERS SHALL STAGE OFF IN THE REVERSE SEQUENCE.
3. IN THE EVENT OF BURNER FAILURE OR BOILER FAILURE (LIMITS, AND SAFETY CONTROLS) AN ALARM SHALL BE GENERATED TO THE BUILDING AUTOMATION SYSTEM, NOTIFYING FAILURE. THE BOILER CONTROLS SHALL LOG THE BOILER/BURNER STATUS SO THAT IT CAN BE TRACED AT TIME OF SERVICE.
4. WARM WEATHER SHUTDOWN: AT 65° OUTSIDE AIR TEMPERATURE OR GREATER, THE BOILERS SHALL NOT OPERATE. THIS SHALL BE ADJUSTABLE VIA THE BUILDING AUTOMATION SYSTEM AND MANUAL OVERRIDE.

1. CONTRACTOR SHALL PROVIDE AND PACKAGED BOILER CONTROLS FROM THE BOILER MANUFACTURER AND ALL ASSOCIATED CONTROL WIRING, RELAYS, SENSORS, AND WELLS. CONTRACTOR SHALL PROVIDE OWNER A COMPLETE OPERATIONAL CONTROL SYSTEM.
2. EXISTING DDC / BMS SHALL PROVIDE ENABLE / DISABLE TO BOILERS. WHEN OUTDOOR TEMPERATURE DROPS BELOW 65F (ADJ) BOILERS SHALL BE ENABLED (WWSO).
3. EXISTING DDC / BMS SHALL RECEIVE ALARM INPUT FROM BOILERS VIA BURNER ALARM CONTACTS.
4. CONTRACTOR SHALL PROVIDE AND INSTALL ALL CONDUIT FOR CONTROL WIRING.
5. CONTRACTOR SHALL PROVIDE ALL POWER WIRING AND ASSOCIATED CONDUIT, AND CIRCUIT BREAKERS. INSTALLATION OF ALL WIRING MEDIUM AND LOW-VOLTAGE SHALL BE PER CURRENT NEC REQUIREMENTS.
6. CONTRACTOR SHALL PROVIDE LABOR AND MATERIAL TO TRACE EXISTING CONTROL SYSTEM IN ORDER TO ISOLATE BOILERS FROM EXISTING POWER AND CONTROLS. TYPICAL FOR ALL.



01 EXISTING CONDITIONS - DEMO SCHEMATIC
N.T.S.

A. BOILER SHALL BE WET BASE CAST IRON, TESTED FOR 80 PSI WORKING PRESSURE, AND HAVE ASME "H" STAMP

B. CAST IRON HEAT EXCHANGER SECTIONS SHALL COME STANDARD WITH HEAT TRANSFER RODS. SECTIONS SHALL BE ASSEMBLED WITH CERAMIC FIBER ROPE SEALS BETWEEN EACH SECTION

C. ALL PIPING AND ACCESSORY PORTS SHALL COME STANDARD WITH GRAPHITE CONNECTORS

D. BOILER SHALL BE VENTED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS, EXHAUST BACK PRESSURE SHALL BE NO MORE THAN 0.10 IN. WC. AT THE BOILER OUTLET

E. PROVIDE EXTRA 1" TAPPING FOR ACCESSORY INSTALLATION, MCDONNELL MILLER 1500-MB FEED WATER CONTROL, MCDONNELL MILLER 63M LOW WATER CUT OFF WITH MANUAL RESET

F. PROVIDE POWER FLAME BURNER WITH CONTROL, CIRCUIT TRANSFORMER, BURNER MODULATION CONTROLLER, DUAL GAS VALVES, GAS TRAIN, AND VENT REGULATOR

G. BOILERS SHALL COME STANDARD WITH CONTROLS FROM THE MANUFACTURER CAPABLE OF CASCAING MULTIPLE BOILERS, OPTIMIZED START/STOP, LEAD/LAG, AND BACKSET INJECTION

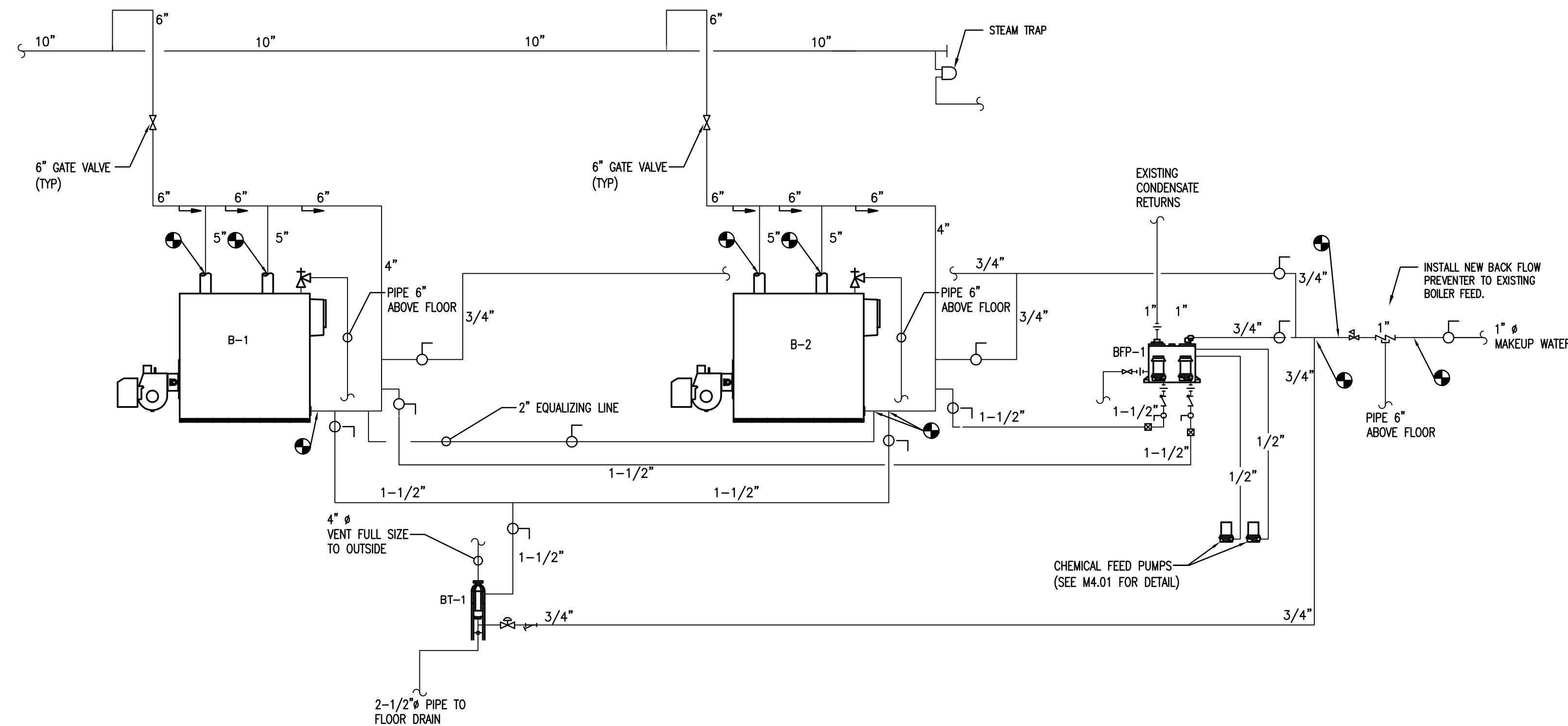
H. POWERFLAME BURNER SHALL BE CAPABLE OF CONTROLLING OUTSIDE AIR DAMPER, BOILER FEED, AND ALL DEVICES FOR STANDALONE OPERATION. BMS SHALL ENABLE BOILERS ON/OFF AND LEAD/LAG.

(A) SEPARATOR SHALL BE ASME STAMPED AND RATED FOR 250 PSIG. CONNECTIONS SHALL BE NPT OR FLANGED. UNIT SHALL INCLUDE SS STRIKING PLATE AT POINT OF INLET IMPINGEMENT.

(B) PROVIDE SOLENOID VALVE TO AUTOMATICALLY CONTROL THE FLOW OF COLD WATER, 160S DRAIN AFTERCOOLER TO TEMPER DISCHARGE WATER TO A MAXIMUM TEMPERATURE OF 140F, FLOOR STAND.

(C) INSTALL IN ACCORDANCE WITH STATE AND LOCAL CODE

(D) ACCEPTABLE MANUFACTURER COLUMBIA, OR EQUAL



02 NEW WORK - SCHEMATIC
N.T.S.

16050 – ELECTRICAL GENERAL PROVISIONS

- A. REGULATORY REQUIREMENTS: ALL WORK SHALL BE DONE IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL CODES AND ORDINANCES, THE CONNECTICUT STATE BUILDING CODE, AND IN PARTICULAR, NFPA 70 AND 72, WHERE APPROVAL STANDARDS HAVE BEEN ESTABLISHED BY CSA, UL, ASME, AGA, AMCA, ANSI, ARI, NFPA, STATE FIRE INSURANCE REGULATORY BODY, AND IF, FOLLOW THESE STANDARDS WHETHER OR NOT INDICATED ON THE DRAWINGS AND SPECIFICATIONS INCLUDE COST OF WORK REQUIRED TO COMPLY WITH REQUIREMENTS OF THESE AUTHORITIES IN THE ORIGINAL PROPOSAL, COMPLY WITH REET C2 WHERE APPLICABLE, ARRANGE WITH LOCAL AND STATE AUTHORITIES AND UTILITY COMPANIES FOR PERMITS, FEES, AND SERVICE CONNECTIONS, VERIFYING LOCATIONS AND ARRANGEMENT, AND PAY CHARGES INCLUDING INSPECTORS.
- B. SITE VISITATION: VISIT THE SITE TO BECOME THOROUGHLY FAMILIAR WITH EXISTING CONDITIONS AND THEIR EFFECT ON THE WORK BEFORE COMMENCING THE WORK. COMMENCING THE WORK ON WHICH THE NEW WORK IS IN ANY WAY DEPENDENT FOR PROPER INSTALLATION, OPERATION AND SERVICE AND REPORT ANY DISCREPANCIES WHICH WOULD INHIBIT THE PROPER INSTALLATION OF NEW WORK.
- C. MATERIALS AND WORKMANSHIP: PROVIDE LABOR, MATERIALS, APPARATUS, AND APPLIANCES ESSENTIAL TO THE COMPLETE FUNCTIONING OF THE SYSTEMS DESCRIBED OR INDICATED HEREON, OR WHICH MAY BE REASONABLY IMPLIED AS ESSENTIAL, WHETHER MENTIONED IN THE CONTRACT DOCUMENTS OR NOT. ALL MATERIALS, EQUIPMENT AND APPARATUS COVERED BY THIS SPECIFICATION SHALL BE NEW, OF CURRENT MANUFACTURE AND SHALL BEAR THE SEAL OF APPROVAL OF THE UNDERWRITERS' LABORATORIES (UL LISTED). NEW EQUIPMENT SHALL BE CLEARLY LABELED WITH THE MANUFACTURER'S NAME/PLATE DATA.
- D. NOISE AND VIBRATION: PROVIDE OPERATING SYSTEM COMPONENTS FREE OF OBJECTIONABLE VIBRATION OR NOISES, STATICALLY AND DYNAMICALLY BALANCE ROTATING EQUIPMENT, AND MOUNT OR FASTEN SO THAT NO EQUIPMENT VIBRATION WILL BE TRANSMITTED TO THE BUILDING. RECTIFY OBJECTIONABLE CONDITIONS WITH NO ADDITIONAL COMPENSATION.
1. CONDUIT AND WIRE.
2. SAFETY SWITCHES, DISCONNECTS AND FUSES.
- E. COORDINATE THE WORK WITH WORK OF OTHER TRADES AND FIELD CONDITIONS. CAREFULLY CHECK SPACE REQUIREMENTS AND UTILITIES TO INSURE ALL EQUIPMENT CAN BE INSTALLED IN THE SPACES ALLOTTED THERETO AND COORDINATE ALL NECESSARY UTILITY SERVICE REQUIREMENTS. THE INSTALLATION OF NEW WORK MAY REQUIRE A PHASED INSTALLATION SEQUENCE. COORDINATE, PROTECT AND SCHEDULE WORK WITH WORK OF OTHER TRADES IN ACCORDANCE WITH THE REQUIRED CONSTRUCTION SCHEDULE.
- F. INSTALL ALL WORK IN ACCORDANCE WITH EQUIPMENT MANUFACTURER'S INSTALLATION INSTRUCTIONS.
- G. FIRESTOPPING SHALL BE PROVIDED AT ALL PENETRATIONS THROUGH FIRE-RESISTANCE RATED WALL, FLOOR AND ROOF CONSTRUCTION CONTAINING CABLES, PIPES, DUCTS, CONDUITS AND OTHER PENETRATING ITEMS.
- H. ALL WORK SHALL BE EXECUTED IN A WORKMANLIKE MANNER AND SHALL PRESENT A NEAT AND CLEAN APPEARANCE WHEN COMPLETED. COVERS SHALL BE INSTALLED AND TIGHTLY FASTENED ON ALL ELECTRICAL ENCLOSURES. THE ENCLOSURES SHALL BE FREE OF DEBRIS AND LOOSE HARDWARE ON THE INTERIOR AND EXTERIOR. ALL ENCLOSURES SHALL BE CLEARLY IDENTIFIED ON THE EXTERIOR WITH PROPER NOMENCLATURE AND EXPECTED ARK FLASH LEVELS.

16060 – SECONDARY GROUNDING

- A. PROVIDE GROUNDING SYSTEMS, INCLUDING POWER SYSTEM GROUNDING, ELECTRICAL EQUIPMENT AND RACEWAY GROUNDING AND BONDING, STRUCTURAL STEEL GROUNDING, AND MISCELLANEOUS SYSTEM GROUNDING.
- B. BUILDING EQUIPMENT GROUND:
1. PROVIDE A SEPARATE, INSULATED EQUIPMENT GROUNDING CONDUCTOR IN ALL FEEDERS AND BRANCH CIRCUITS. TERMINATE EACH END ON A GROUNDING LUG, BUS, OR BUSING; DO NOT USE CONDUIT AS GROUNDING CONDUCTOR.
2. PROVIDE OZ GENEX TYPE "B" JUMPER AT ALL EXPANSION JOINTS, POINTS OF ELECTRICAL DISCONTINUITY OR CONNECTIONS IN CONDUIT WHERE FIRM MECHANICAL BOND IS NOT POSSIBLE, SUCH AS FLEXIBLE CONNECTIONS, INSULATION COUPLINGS, ETC.
3. BOND EVERY ITEM OF EQUIPMENT SERVED BY THE ELECTRICAL SYSTEM TO THE BUILDING EQUIPMENT GROUND SYSTEM. THIS INCLUDES PANEL SWITCHBOARDS, PANELBOARDS, DISCONNECT SWITCHES, RECEPTABLES, CONTROLS, FANS, AIR HANDLING UNITS, PUMPS AND FLEXIBLE DUCT CONNECTIONS.

16070 – SUPPORTING DEVICES

- A. INSTALLATION:
1. SECURE EQUIPMENT AND CONDUIT WITH HANGER RODS, CONDUIT CLAMPS, EXPANSION ANCHORS, BEAM CLAMPS OR BOLTS AS REQUIRED.
2. FABRICATE SUPPORTS FROM STRUCTURAL STEEL OR STEEL CHANNEL, RIGIDLY WELDED OR BOLTED TO PRESENT A NEAT APPEARANCE. USE HEXAGON HEAD BOLTS WITH SPRING LOCK WASHERS UNDER ALL NUTS.
3. WHERE MULTIPLE RUNS OF CONDUIT CAN BE RUN GROUPED TOGETHER, RUN CONDUIT IN RACKS SUPPORTED FROM THE BUILDING STRUCTURE. PROVIDE FOR FUTURE USE OF RACK BY PROPERLY PLANNING ROUTING OF CONDUITS IN AND THROUGH RESTRICTED AREAS SUCH AS THROUGH WALLS AND AROUND MECHANICAL AND ELECTRICAL EQUIPMENT.
4. IT IS THE INTENT TO KEEP ALL MECHANICAL AND ELECTRICAL BUILDING SYSTEM COMPONENTS IN PLACE DURING A SEISMIC EVENT. ALL SUCH SYSTEMS MUST BE INSTALLED IN STRICT ACCORDANCE WITH SEISMIC CODES, COMPONENT MANUFACTURER'S AND BUILDING CONSTRUCTION STANDARDS. SUBMIT VIBRATION AND SEISMIC ISOLATION EQUIPMENT CUTS, DATA SHEET AND DETAILS OF EQUIPMENT.
- B. EQUIPMENT IDENTIFICATION SHALL BE MADE USING ENGRAVED LAMINATED PHENOLIC OR MCARTA PLATES (INDENTED TAPE LABELS WILL NOT BE PERMITTED). CHARACTERS SHALL BE WHITE ON A BLACK BACKGROUND AND 1" HIGH MINIMUM. PLATES SHALL BE SECURED TO THE PANELS BY MEANS OF SCREWS OR METAL PRESSURE PINS. CEMENT, ETC., WILL NOT BE ACCEPTABLE. ALL NAMEPLATES SHALL BE MOUNTED ON THE OUTSIDE SURFACE OF THE PIECE OF EQUIPMENT, INDIVIDUALLY ENCLOSED SAFETY SWITCHES, CIRCUIT BREAKERS, AND MOTOR STARTERS, PULL BOXES, CIRCUIT CABINETS AND OTHER SUCH ITEMS SHALL BE IDENTIFIED INDICATING LOAD, ELECTRICAL CHARACTERISTICS, AND SOURCE.
- B. PERMANENTLY LABEL ALL RECEPTABLES, MOTORS, POWER DISCONNECTS, WALL SWITCHES, AND REMOTE LOADS WITH THE PANEL AND CIRCUIT NUMBER SERVING THE DEVICE.
- C. PROVIDE WIRE AND CABLE MARKERS (SPLIT SLEEVE OR TUBING TYPE) ON ALL CONDUCTORS. PROVIDE WIRE MARKERS ON EACH CONDUIT IN SPICE BOXES, PULL BOXES, AND AT FIRST LOAD CONNECTION ON HOMERUN. IDENTIFY WITH BRANCH CIRCUIT OR FEEDER NUMBER FOR POWER AND LIGHTING CIRCUITS, AND WITH CONTROL WIRE NUMBER AS INDICATED ON EQUIPMENT MANUFACTURER'S SHOP DRAWING FOR CONTROL WIRING.
- D. WIRE COLOR CODE
- (208Y/120V, 3 PH):
- (480Y/277V, 3 PH):
- PHASE A: BLACK
PHASE B: RED
PHASE C: BLUE
NEUTRAL: WHITE
GROUND: GREEN
- PHASE A: BROWN
PHASE B: ORANGE
PHASE C: YELLOW
NEUTRAL: GRAY OR WHITE
GROUND: GREEN
- E. ALL RACEWAYS LEAVING THE PANELBOARD ENCLOSURES SHALL BE CLEARLY MARKED WITH THEIR RESPECTIVE CIRCUIT NUMBERS. FOR EXAMPLE, A CONDUIT CONTAINING CONDUCTORS FOR PANEL MDP, CIRCUIT NO. 5 WOULD BE MARKED MDP-5. EMPTY CONDUITS SHALL BE MARKED "EMPTY".

16120 – WIRE AND CABLE

- A. BUILDING WIRE:
1. FEEDERS AND BRANCH CIRCUITS LARGER THAN NO. 6 AWG COPPER, STRANDED CONDUCTOR, 600 VOLT INSULATION, THHN-2/THHN-2 OR XHHW-2, IN ACCORDANCE WITH NEMA WCS AND NEMA WCS. FEEDERS AND BRANCH CIRCUITS NO. 6 AWG AND SMALLER: COPPER CONDUCTOR, 600 VOLT INSULATION, THHN-2/THHN-2 OR XHHW-2, IN ACCORDANCE WITH NEMA WCS AND NEMA WCS. CONDUCTOR IN ACCORDANCE WITH NEMA WCS. CONNECTIONS TO MOTORS, TRANSFORMERS, SUSPENDED LIGHT FIXTURES, AND OTHER VIBRATING EQUIPMENT SHALL BE STRANDED.
2. CONTROL CIRCUITS: COPPER, STRANDED CONDUCTOR 600 VOLT INSULATION, THHN/THHN.
3. ALUMINUM CONDUCTORS WILL NOT BE ACCEPTABLE.
4. EXISTING CONDUCTORS WILL BE REUSED, AND /OR SPICED AND EXTENDED PROVIDED THE INSULATION HAS PASSED A MEAGER TEST IN ACCORDANCE WITH NFPA 70B (RECOMMENDED PRACTICE FOR ELECTRICAL EQUIPMENT MAINTENANCE), AND PROVEN TO BE FREE OF DEFECTS AND INSULATION BREAKDOWN.
- B. WIRING CONNECTIONS AND SPICES:
1. CONNECT AND SPICE WIRE NO. 8 AWG AND SMALLER WITH SELF-INSULATING, WIRE NUT CONNECTORS.
2. SPICE ALL NO. 6 AWG AND LARGER COPPER CONDUCTORS WITH HIGH CONDUCTIVITY, WROUGHT COPPER, COLOR-KEYED COMPRESSION CONNECTOR SIMILAR TO BURNDY OR TAB.
3. SET SCREW TYPE CONNECTORS ARE ONLY ACCEPTABLE ON THE LOAD SIDE LUGS OF CLASS I AND II SWITCHBOARDS, PANELBOARDS, CIRCUIT BREAKERS, FUSIBLE SWITCHES AND ON INDIVIDUAL MOTOR CONTROLLERS.
4. WHERE THREE OR MORE CONDUCTORS LARGER THAN NO. 8 AWG ARE SPICED TOGETHER, UTILIZE A SCREW-TYPE POWER DISTRIBUTION BLOCK SECURELY MOUNTED IN JUNCTION BOX.
5. ALUMINUM AND ALUMINUM ALLOY FITTINGS WILL NOT BE ACCEPTED.
6. LISTED CU/AL CONNECTORS OR TERMINAL LUGS SHALL BE USED WHEN SPLICING OR TAPPING NEW COPPER CONDUCTORS WITH EXISTING ALUMINUM CONDUCTORS TO REMAIN INSTALLED.
- C. GENERAL WIRING METHODS:
1. USE NO WIRE SMALLER THAN NO. 12 AWG FOR POWER AND LIGHTING CIRCUITS, AND NO SMALLER THAN NO. 14 AWG FOR CONTROL WIRING. PROVIDE MINIMUM OF NO. 12 AWG FOR ALL SWITCH LEADS. PROVIDE NEUTRAL CONDUCTOR OF THE SAME SIZE AS THE PHASE CONDUCTORS TO WHICH IT IS ASSOCIATED. COMMON NEUTRALS SHALL NOT BE USED FOR BRANCH CIRCUITS, UNLESS SPECIFICALLY NOTED OTHERWISE.
2. USE NO. 10 AWG CONDUCTOR MINIMUM FOR 20 AMPERE, 120 VOLT BRANCH CIRCUITS LONGER THAN 75 FEET, NO. 8 AWG LONGER THAN 120' AND USE NO. 10 AWG CONDUCTOR MINIMUM FOR 20 AMPERE, 277 VOLT BRANCH CIRCUITS LONGER THAN 175 FEET, NO. 8 AWG LONGER THAN 280'.
3. PROVIDE HOMERUN AND FEEDER CONDUCTORS OF CONTINUOUS LENGTH WITHOUT JOINT OR SPICE FROM OVERCURRENT DEVICE TO FIRST OUTLET.
4. INSTALL ALL WIRING IN CONDUIT CONCEALED IN WALL OR ABOVE CEILINGS.
5. NEATLY TRIM AND LACE WIRING INSIDE BOXES, PANELBOARDS, SWITCHGEAR, MOTOR CONTROL CENTERS, WIRING CUTTERS, AND OTHER EQUIPMENT.

6. PROVIDE APPROPRIATELY SIZED LUGS AND TERMINATIONS AT ALL EQUIPMENT. DO NOT REDUCE WIRE SIZE AT EQUIPMENT LUGS.
7. DRAWINGS INDICATE PROPOSED CIRCUITING ONLY, AND DO NOT INDICATE EVERY CONDUCTOR UNLESS INTENT IS UNCLEAR AND FURTHER CLARIFICATION IS REQUIRED. PROVIDE THE NECESSARY TRAVELERS FOR THREE-THREE-WAY AND FOUR-THREE-WAY SWITCHES.
8. MAXIMUM CONDUIT FILL SHALL BE THREE PHASE CONDUCTORS (ON DIFFERENT PHASES), THREE INDIVIDUAL NEUTRAL CONDUCTORS (FOR EACH 120V OR 277V BRANCH CIRCUIT) AND GROUND CONDUCTOR.
- D. WIRING INSTALLATION IN RACEWAYS:
1. PULL ALL CONDUCTORS INTO A RACEWAY AT THE SAME TIME. USE UL LISTED WIRE PULLING LUBRICANT DO NOT EXCEED MANUFACTURER'S RECOMMENDED TENSION.
2. INSTALL WIRE IN RACEWAY AFTER INTERIOR OF BUILDING HAS BEEN PHYSICALLY PROTECTED FROM THE WEATHER AND ALL MECHANICAL WORK LIKELY TO NUDGE CONDUCTORS HAS BEEN COMPLETED.
3. COMPLETELY AND THOROUGHLY SMOOTH RACEWAY SYSTEM BEFORE INSTALLING CONDUCTORS.
4. REMOVE AND DISCARD CONDUCTORS CUT TOO SHORT OR INSTALLED IN WRONG RACEWAY. DO NOT INSTALL CONDUCTORS WHICH HAVE BEEN REMOVED FROM A RACEWAY.

16130 – BOXES

- A. OUTLET BOXES:
1. PROVIDE GALVANIZED OR CADMIUM-PLATED PRESSED STEEL OUTLET BOXES SUITABLE FOR THE CONDITIONS OF EACH OUTLET. PROVIDE MULTI-GANG OUTLETS OF SINGLE BOX DESIGN; SECTIONAL BOXES WILL NOT BE ACCEPTABLE.
2. PROVIDE DEEP TYPE CAST METAL OUTLET BOXES LOCATED IN DAMP LOCATIONS EXPOSED TO WEATHER OR EXPOSED AREAS SUBJECT TO DAMAGE, COMPLETE WITH CASTED COVER AND THREADED HUBS.
3. SWITCH AND RECEPTABLE OUTLET BOXES SHALL BE 4" SQUARE OR 4-11/16" AND MINIMUM OF 1-1/2" DEEP WITH SWITCH RING AS REQUIRED OR GANG BOXES A MINIMUM OF 2" DEEP WHEN MORE THAN TWO DEVICES MOUNT UNDER A COMMON COVER.
- B. PULL AND JUNCTION BOXES:
1. PROVIDE GALVANIZED SHEET METAL BOXES CONFORMING TO NEMA OS 1. PROVIDE HINGED ENCLOSURES FOR ANY BOX LARGER THAN 12 INCHES IN ANY DIMENSION UNLESS OTHERWISE NOTED.
2. PROVIDE SEPARATE PULL BOXES AND JUNCTION BOXES FOR ELECTRIC POWER, CONTROL, AND COMMUNICATION SYSTEMS.
3. ALL JUNCTION BOXES, WIRE TROUPHS AND PULL BOXES SHALL BE SIZED PER NFPA 70 REQUIREMENTS AND SHALL BE OF THE PROPER NEMA CLASSIFICATION FOR THE LOCATIONS WHERE THEY ARE INSTALLED. COVERS SHALL BE INSTALLED ON ALL ELECTRICAL BOXES. COVERS SHALL BE LABELED WITH CIRCUIT DESIGNATION IN PERMANENT MARKER OR ADHESIVE NAMEPLATE.
- C. INSTALLATION:
1. SET BOXES INSTALLED IN CONCEALED LOCATIONS FLUSH WITH THE FINISH SURFACES, AND PROVIDE WITH THE PROPER TYPE EXTENSION RINGS AND/OR COVERS WHERE REQUIRED.
2. PROVIDE RECESSED OUTLET BOXES IN FINISHED AREAS, SECURE BOXES TO INTERIOR WALL AND PARTITION STUDS, ACCURATELY POSITIONING TO ALLOW FOR SURFACE FINISH THICKNESS.
3. ALIGN WALL-MOUNTED OUTLET BOXES FOR SWITCHES, THERMOSTATS, AND SIMILAR DEVICES. INSTALL ALL GROUPED DEVICE LOCATIONS NEAT AND SYMMETRICAL. COORDINATE WITH A/E BEFORE ROUGH-IN. LOCATE PULL BOXES AND JUNCTION BOXES ABOVE ACCESSIBLE CEILINGS OR IN UNFINISHED AREAS.
4. PROVIDE PULL OR JUNCTION BOXES IN ACCESSIBLE LOCATIONS WHERE SHOWN OR AT LEAST EVERY 150 FEET IN STRAIGHT RUNS, OR AS REQUIRED BY CODE OR AS NEEDED FOR PROPER INSTALLATION OF WIRING AND JUNCTIONS.
5. IDENTIFY ALL JUNCTION BOXES BY CIRCUIT NUMBER ON COVER WITH LEGIBLE PERMANENT INK MARKER.
6. COVER PLATES OF ALL JUNCTION BOXES USED FOR FIRE ALARM WIRING SHALL BE PAINTED "RED".

16132 – CONDUIT

- A. MATERIALS:
1. PROVIDE RIGID METAL CONDUIT AND FITTINGS IN ACCORDANCE WITH ANSI C80.1; HOT DIP GALVANIZED.
2. PROVIDE ELECTRICAL METALLIC TUBING (EMT) AND FITTINGS IN ACCORDANCE WITH ANSI C80.3; HOT-DIPPED GALVANIZED TUBING.
- B. CONDUIT SIZING, ARRANGEMENT AND SUPPORT:
1. MINIMUM SIZE OF CONDUIT SHALL BE 3/4"-INCH. INDICATED SIZES ARE MINIMUM BASED ON THIN/THIN COPPER WIRE AND LARGER SIZES MAY BE USED FOR CONVENIENCE OF WIRE PULLING.
2. CONCEAL CONDUIT IN CEILING OF ALL FINISHED AREAS AND IN WALLS OF ALL AREAS OF THE BUILDING, IN UNFINISHED AREAS WITHOUT CEILINGS, CONDUIT MAY BE RUN EXPOSED OVERHEAD. INSTALL ALL CONDUIT, INCLUDING CONDUIT ABOVE ACCESSIBLE CEILING, PARALLEL OR PERPENDICULAR TO WALLS AND ADJACENT PIPING. NEATLY ROUTE CONDUIT IN A COMMON RACK WHERE POSSIBLE.
3. PROVIDE CLEARANCE BETWEEN CONDUIT AND PIPING. MAINTAIN 12 INCH CLEARANCE BETWEEN CONDUIT AND HEAT SOURCES SUCH AS FLUES, STEAM PIPES, AND HEATING APPLIANCES. ROUTE CONDUIT TO ALLOW FOR EQUIPMENT ACCESS AND MAINTENANCE.
4. FASTEN CONDUIT SECURELY TO PREVENT DISTORTION OR ALIGNMENT BY WIRE PULLING OPERATIONS. FASTEN CONDUIT SECURELY TO BUILDING STRUCTURE USING CLIPS, HANGERS AND THREADED ROD. ROUTE CONDUIT TO ALLOW FOR EQUIPMENT ACCESS AND MAINTENANCE.
5. CONDUIT USED FOR FIRE ALARM CIRCUITS SHALL HAVE A 2 (TWO) INCH PAINTED "RED" BAND EVERY 10 (TEN) FEET.
6. PROVIDE PULL LINE IN ALL EMPT CONDUIT.
7. RIGID METALLIC CONDUIT (RMC) SHALL BE INSTALLED IN EXPOSED LOCATIONS WHERE INSTALLED BELOW 8'-0", WHERE THE CONDUIT MAY POSSIBLY BE DAMAGED, EXPOSED TO MOISTURE OR INSTALLED OUTDOORS.
- C. CONDUIT INSTALLATION SCHEDULE:
1. INTERIOR:
- A) EXPOSED:
- 1) RIGID METAL CONDUIT IN AREAS SUBJECT TO MOISTURE, CORROSIVE AGENTS PHYSICAL ABUSE, IN UNCONDITIONED SPACES OR FOR CONDUIT SIZES GREATER THAN 4 INCHES.
- 2) ELECTRICAL METALLIC TUBING IN AREAS NOT SUBJECT TO MOISTURE, CORROSIVE AGENTS OR PHYSICAL ABUSE.
- B) CONCEALED:
- 1) RIGID METAL CONDUIT IN AREAS SUBJECT TO MOISTURE OR CORROSIVE AGENTS.
- 2) ELECTRICAL METALLIC TUBING IN AREAS NOT SUBJECT TO MOISTURE OR CORROSIVE AGENTS.
- C) CAST IN CONCRETE:
- 1) RIGID METAL CONDUIT.
- D) CONNECTIONS TO EQUIPMENT:
- 1) LIQUIDTIGHT FLEXIBLE METAL CONDUIT IN AREAS SUBJECT TO MOISTURE, HIGH HUMIDITY, OR CORROSIVE AGENTS.
- 2) FLEXIBLE METAL CONDUIT IN DRY, NONCORROSIVE AREAS.
- 3) FLEXIBLE METAL CONDUIT (FMC) MAY BE INSTALLED AS THE FINAL RACEWAY CONNECTION TO VIBRATING EQUIPMENT (I.E. PUMPS, MOTORS AND TRANSFORMERS). FLEXIBLE CONDUITS SHALL NOT EXCEED 8 FT IN LENGTH. FLEXIBLE CONDUIT IN ALL AREAS SUBJECT TO MOISTURE SHALL BE LIQUID-TIGHT METAL FLEXIBLE CONDUIT (LFMC).
- E) RIGID GALVANIZED STEEL CONDUIT (RGS) SHALL BE USED FOR WIRING IN THE FOLLOWING LOCATIONS:
- 1) WITHIN CONCRETE SLABS
- 2) EXPOSED TO MOISTURE AND MECHANICAL DAMAGE
- 4) EXTERIOR INSTALLATIONS

16440 – PANELBOARDS

- A. PANELBOARD MOUNTED BRANCH AND FEEDER CIRCUIT BREAKERS
1. BRANCH AND FEEDER CIRCUIT BREAKERS SHALL BE APPROPRIATELY SIZED NO GREATER THAN TO THE CONDUCTORS THEY ARE PROTECTING. ALL CIRCUIT BREAKERS INSTALLED SHALL BE SELECTED BASED ON A LOAD CALCULATION AND FROM THE NEXT SIZE STANDARD AMPERE RATING PER NFPA 70.
2. CIRCUIT BREAKERS SHALL BE FULLY RATED AND SHALL HAVE AN A.I.C. RATING EQUAL TO THAT OF THE PANEL IN WHICH THEY ARE INSTALLED.
3. 2-POLE AND 3-POLE CIRCUIT BREAKERS SHALL BE A SINGLE ASSEMBLY MANUFACTURED AND LISTED FOR MULTI-POLE USE. SINGLE POLE CIRCUIT BREAKERS ARE NOT PERMITTED TO BE GANGED TOGETHER TO FORM A MULTI-POLE CIRCUIT BREAKER.
4. CIRCUIT BREAKERS SHALL BE UL LISTED IN THE PANEL ASSEMBLY TO BE INSTALLED. BREAKERS MAY BE BOLT-ON OR SNAP-IN TYPE DEPENDING ON THE PANELBOARD CONFIGURATION.
5. ADJUSTABLE TRIP CIRCUIT BREAKERS SHALL BE PROVIDED WITH PROPERLY SIZED RATING TRIP PLUG.
6. CIRCUIT BREAKERS WITH ADJUSTABLE INSTANTANEOUS, LONG, SHORT AND GROUND PICKUP SETTING SHALL BE ADJUSTED ACCORDING TO THE CURRENT COORDINATION STUDY.
- B. CIRCUIT BREAKERS INSTALLED IN EXISTING PANELS
1. CIRCUIT BREAKERS SHALL HAVE AN A.I.C. RATING EQUAL TO THE PANEL IN WHICH THEY ARE INSTALLED. SERIES RATED CIRCUIT BREAKERS MAY BE SUBMITTED TO ELECTRICAL ENGINEER ON A CASE BY CASE BASIS.
2. A LOAD ANALYSIS OF THE RESPECTIVE PANELBOARD SHALL BE PROVIDED TO THE CONTRACTOR WHEN ADDING ADDITIONAL CIRCUITS TO AN EXISTING PANELBOARD.
3. SUBCONTRACTOR SHALL PROVIDE NEW OR UPDATE THE EXISTING PANELBOARD SCHEDULE WHEN ADDING NEW CIRCUITS TO AN EXISTING PANELBOARD.

16411 – DISCONNECT SWITCHES

- A. FURNISH AND INSTALL DISCONNECT SWITCHES OF SAME MANUFACTURER AS SWITCHGEAR.
- B. DISCONNECT SWITCHES
1. PROVIDE HEAVY DUTY, QUICK-MAKE, QUICK-BREAK, LOAD INTERRUPTER ENCLOSED SWITCH WITH EXTERNALLY OPERABLE HANDLE INTERLOCKED TO PREVENT OPENING FRONT COVER WITH SWITCH IN ON POSITION. HANDLE LOCKABLE IN OFF POSITION. FUSE CLIPS: DESIGNED TO ACCOMMODATE CLASS RK-5.
2. PROVIDE SOLID COPPER NEUTRAL BAR WHERE A NEUTRAL IS PRESENT IN THE CIRCUIT.
3. SAFETY DISCONNECT SWITCHES INSTALLED INDORS SHALL BE NEMA 1 RATED ENCLOSURES AND SAFETY DISCONNECT SWITCHES MOUNTED OUTDOORS SHALL BE NEMA 3R RATED ENCLOSURES.
- C. MANUAL MOTORS
1. FURNISH AND INSTALL FRACTIONAL HORSEPOWER MANUAL MOTOR STARTERS WITH ON-OFF CONTROL, THERMAL OVERLOAD RELAY AND PILOT LIGHTS. MANUFACTURED BY GENERAL ELECTRIC, SIEMENS, SQUARE "D", OR ALLEN BRADLEY.
- D. FUSES
1. FUSES 600 AMPERES AND LESS: UL 198E, CLASS RK-5; AS INDICATED ON DRAWINGS; TIME DELAY, DUAL ELEMENT, CURRENT LIMITING, 600 VOLT.
2. FUSES OVER 600 AMPERES: CLASS L, BOLT-ON TYPE, WITH TIME DELAY AND CAPABILITY TO HOLD 500 PERCENT RATED FUSE CURRENT FOR A MINIMUM OF FOUR SECONDS AND CLEAR 10 TIMES RATED FUSE CURRENT IN 0.01-SECOND OR LESS. PROVIDE FUSES WITH "O" RING SEALS BETWEEN END BELLS AND GLASS MELAMINE BARREL SIMILAR TO BUSSMAN TIME DELAY RNP-C.
- E. INSTALLATION
1. PROVIDE DISCONNECT SWITCHES, WHERE REQUIRED BY NFPA 70, WHERE INDICATED ON DRAWINGS, AND WHERE REQUIRED BY EQUIPMENT MANUFACTURER, IN A LOCATION CONVENIENT FOR MAINTENANCE ON EACH SWITCH AND ADJACENT EQUIPMENT.
2. PROVIDE SPARE FUSE CABINET IN MAIN ELECTRICAL ROOM COMPLETE WITH THREE SPARE FUSES FOR EACH RATING INSTALLED FOR FUSE SIZES OVER 600 AMPERES, AND TEN PERCENT SPARE FUSES (MINIMUM OF THREE) OF EACH TYPE AND RATING INSTALLED FOR 600 AMPERES OR LESS.
3. SAFETY DISCONNECT SWITCHES SHALL BE INSTALLED WITHIN LINE OF SIGHT OF THE RESPECTIVE MOTOR LOAD. THE SAFETY DISCONNECT SHALL BE LOCKABLE IN THE "D-ENERGIZED" STATE OF SITE CONDITIONS. PREVENT THE DISCONNECT FROM BEING INSTALLED WITHIN LINE OF SIGHT OF THE LOAD.

16420 – ENCLOSED CONTROLLERS

- 1.1 PRODUCTS
- A. FULL-VOLTAGE CONTROLLERS:
1. MAGNETIC CONTROLLER: FULL VOLTAGE, ELECTRICALLY HELD.
- a. CONFIGURATION: NONREVERSING.
- b. CONTROL CIRCUIT: FIELD COORDINATE WITH MECHANICAL CONTRACTOR. INTEGRAL CPT, WITH PRIMARY AND SECONDARY FUSES; WITH 50 VA SPARE CAPACITY.
- c. OVERLOAD RELAY: MELTING ALLOY.
2. COMBINATION MAGNETIC CONTROLLER: FUSIBLE DISCONNECTING MEANS, AND WITH AUXILIARY CONTACTS.
- B. ACCESSORIES:
1. PUSH BUTTONS: RECESSED SHROUDED TYPES; MOMENTARY AS INDICATED.
2. PILOT LIGHTS: LED TYPES; COLORS AS INDICATED; PUSH TO TEST.
3. SELECTOR SWITCHES: ROTARY HAND/OFF/AUTO TYPE.
4. CONTACTOR AUXILIARY CONTACT(S).
1. THE FOLLOWING ELECTRICAL ANALYSIS AND/OR STUDY MUST BE PROVIDED BY A REGISTERED PROFESSIONAL ENGINEER:
- ARC FLASH STUDY
 - COORDINATION STUDY
 - LOAD ANALYSIS
 - AVAILABLE SHORT-CIRCUIT ANALYSIS
- 16442 – GUARANTEE
1. THE SUBCONTRACTOR SHALL LEAVE THE ENTIRE ELECTRICAL SYSTEM INSTALLED UNDER THIS CONTRACT IN PROPER WORKING ORDER AND SHALL REPLACE, WITHOUT ADDITIONAL CHARGE, ALL WORK OR MATERIAL WHICH MAY DEVELOP DEFECTS, ORDINARY WEAR AND TEAR OR DAMAGE RESULTING FROM IMPROPER HANDLING EXCEPTED, WITHIN A PERIOD OF ONE YEAR FROM THE DATE OF INITIAL TESTING AND ACCEPTANCE BY THE CONTRACTOR.

ELECTRICAL SYMBOL LEGEND

SYMBOL	DESCRIPTION
	DUPLEX RECEPTACLE. (18" A.F.F. UNLESS NOTED OTHERWISE).
	JUNCTION BOX
	JUNCTION BOX WITH FLEXIBLE CONNECTION TO EQUIPMENT
	HEAVY DUTY DISCONNECT SWITCH (NON-FUSED)
	HEAVY DUTY FUSED DISCONNECT SWITCH
	MAGNETIC MOTOR STARTER
	MOTOR
	SURFACE MOUNTED PANEL BOARD
	RECESSED MOUNTED PANEL BOARD
	SINGLE POLE TOGGLE SWITCH. (48" A.F.F. UNLESS NOTED OTHERWISE)
	CONTROL WIRING.
	LINE VOLTAGE WIRING.
	HOME RUN.
NOTE: NOT ALL SYMBOLS MAY APPEAR ON THE DRAWINGS.	

ELECTRICAL ABBREVIATIONS

A OR AMP	AMPERES	HOA	HAND-OFF-AUTO SWITCH	P	POLE
AAC	ABOVE ACCESSIBLE CEILING	HP	HORSEPOWER	PC	PULL BOX
AEC	ALTERNATING CURRENT	HVAC	HEATING, VENTILATING AND AIR CONDITIONING	PB	PULL CHAIN
ACT	ABOVE COUNTER TOP	IG	ISOLATED GROUND	PE	PNEUMATIC ELECTRIC SWITCH
AFF	ABOVE FINISHED FLOOR	IMC	INTERMEDIATE METALLIC CONDUIT	PH	PHASE
AFG	ABOVE FINISHED GRADE	JB	JUNCTION BOX	P/T	POTENTIAL TRANSFORMER
AHJ	AUTHORITY HAVING JURISDICTION	JC	JUNCTION BOX	PVC	POLYVINYL CHLORIDE
AHJ	AIR HANDLING UNIT	KOMIL	THOUSAND CIRCULAR MILS	RCS	RIGID GALVANIZED STEEL
AKC	INTER interrupting CAPACITY(RMS SYMMETRICAL AMPERES)	KV	KILOVOLTS (1000 VOLTS)	RWC	RIGID METALLIC CONDUIT
ATS	AUTOMATIC TRANSFER SWITCH	KVA	KILOVOLT AMPERES (1000 VOLT-AMPERES)	RTU	ROOFTOP UNIT
BFG	BELOW FINISHED GRADE	KW	KILOWATTS (1000 WATTS)	SW	SWITCH
BKBD	BACKBOARD	LRA	LOCKED ROTOR AMPS	SWBD	SWITCHBOARD
C OR COND	CONDUIT	MCA	MINIMUM CIRCUIT AMPS	T	TELEPHONE
C/T	CIRCUIT TRANSFORMER	MCB	MAIN CIRCUIT BREAKER	TYP	TYPICAL
CB, C/B	CIRCUIT BREAKER	MCC	MOTOR CONTROL CENTER	TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSOR
CFA	CALL FOR ASSISTANCE	MCW	THOUSAND CIRCULAR MILS	UF	UNDERFLOOR
CLG	CEILING	MD	MOTORIZED DAMPER	UG	UNDERGROUND
CPT	CURRENT POTENTIAL TRANSFORMER	MDP	MAIN DISTRIBUTION PANEL	UL	UNDERWRITERS LABORATORIES
CU	CONDENSING UNIT	MFR, MTR	MANUFACTURER	UTP	UNSHIELDED TWISTED PAIR
DC	DIRECT CURRENT	MH	MECHANICALLY HELD	V	VOLTS
DISC. SW	DISCONNECT SWITCH	MIC	MICROPHONE	VP	VAPORPROOF
DN	DOWN	MLO	MAIN LUGS ONLY	VSD	VARIABLE SPEED DRIVE
EO	ELECTRICALLY OPERATED	MO	MOTOR OPERATED	YFO	VARIABLE FREQUENCY DRIVE
EDH	ELECTRIC DUCT HEATER	MTD	MOUNTED		
EF	EXHAUST FAN	MUA, MAU	MAKE-UP AIR UNIT	W	WITH
EMERGENCY	EMERGENCY	NC	NORMALLY CLOSED	W/P	WEATHERPROOF
EP	ELECTRIC PNEUMATIC SWITCH	NCC	NATIONAL ELECTRIC CODE	XFMR, TXFMR	TRANSFORMER
EUH	ELECTRIC UNIT HEATER	NEC	NATIONAL ELECTRIC CODE		
EWI	ELECTRIC WATER COOLER	NFPA	NATIONAL FIRE PROTECTION ASSOCIATION		
	ELECTRIC WALL HEATER	NIC	NOT IN CONTRACT	EXISTING ELECTRICAL EQUIPMENT ABBREVIATIONS	
FA	FIRE ALARM	NL	NOT IN CONTRACT	EX	EXISTING TO REMAIN
FACP	FIRE ALARM CONTROL PANEL	NTS	NORMALLY OPEN	RE	REMOVE EXISTING
FCU	FAN COOL UNIT	NO	NORMALLY OPEN	RL	RELOCATE EXISTING
FLA	FULL LOAD AMPS	NOT TO SCALE	NOT TO SCALE	NL	NEW LOCATION OF EXISTING RELOCATED
GFI, GFCI	GROUND FAULT CIRCUIT INTERRUPTER	OC	OCCUPANCY SENSOR	NR	NEW TO REPLACE EXISTING
G, GND	GROUND			RR	REMOVE AND REPLACE ON NEW SURFACE
NOTE: NOT ALL ABBREVIATIONS MAY APPEAR ON THE DRAWINGS.					

ELECTRICAL GENERAL NOTES

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH AND SHALL CONFORM IN ALL ASPECTS TO THE NATIONAL ELECTRICAL CODE AS WELL AS OTHER NFPA CODES & LOCAL BUILDING CODES.
2. ALL PERMITS, LICENSES AND CERTIFICATES COVERING THE COMPLETE INSTALLATION OF THE ELECTRICAL WORK SHALL BE OBTAINED AND PAID FOR BY THE CONTRACTOR (NORESCO).
3. ALL CORE-BORING, BACKFILLING AND RESURFACING REQUIRED FOR THE ELECTRICAL WORK SHALL BE PROVIDED BY THE SUB-CONTRACTOR.
4. ALL CUTTING PATCHING AND RETINISHING OF WALLS, FLOORS & CEILINGS REQUIRED FOR THE ELECTRICAL WORK SHALL BE PROVIDED FOR BY THE SUB-CONTRACTOR.
5. THESE DRAWINGS ARE DIAGRAMMATIC ONLY; EXACT LOCATIONS OF ALL CONDUIT, ETC. MUST BE FIELD DETERMINED AND TAP TO AVOID OBSTRUCTIONS AND MECHANICAL EQUIPMENT.
6. UNLESS OTHERWISE NOTED, MINIMUM WIRE SIZE SHALL BE #12 AWG, THHN OR THHN COPPER; MINIMUM CONDUIT SIZE SHALL BE 3/4" I.D. UNLESS OTHERWISE SPECIFIED 20A, 120V BRANCH CIRCUIT WIRING SHALL BE 21/2", #12G.
7. ALL WIRING SHALL BE CONCEALED AND RUN IN WALLS OR ABOVE CEILINGS. EXPOSED CONDUIT IS PERMITTED, IN UNFINISHED SPACES.
8. WORK NOT INCLUDED IN CONTRACT (N.I.C.): ANY WIRING OR EQUIPMENT NOT TO BE FURNISHED BY ELECTRICAL CONTRACTOR SHALL BE INDICATED ON PLANS AS N.I.C.
9. SITE VISITATION - PRIOR TO SUBMITTING A BID FOR HIS WORK, THE ELECTRICAL CONTRACTOR SHALL VISIT THE SITE TO INSPECT THE NATURE AND EXTENT OF THE EXISTING CONDITIONS AND EQUIPMENT, AND DETERMINE HOW THEY WILL AFFECT THE INSTALLATION OF ELECTRICAL WORK.
10. ALL UNUSED CONDUIT AND WIRING SHALL BE DROPPED TO THE FLOOR BY THE ELECTRICIAN FOR REMOVAL FROM THE BUILDING BY THE ELECTRICAL CONTRACTOR.
11. WORKMANSHIP: ONLY THE BEST IN WORKMANSHIP IN ACCORDANCE WITH PRESENT STANDARDS WILL BE ACCEPTABLE. ANY WORK INSTALLED AND JUDGED BY THE ENGINEER TO BE BELOW STANDARDS SHALL BE TAKEN OUT AND REPLACED WITH PROPERLY DONE WORK AT ELECTRICAL CONTRACTOR'S EXPENSE.
12. GUARANTEE: ELECTRICAL CONTRACTOR SHALL GUARANTEE ALL EQUIPMENT AND WIRING TO BE FREE FROM INHERENT MECHANICAL AND ELECTRICAL DEFECTS FOR A PERIOD OF ONE YEAR FROM DATE OF SUBSTANTIAL COMPLETION OF PROJECT. ALL DEFECTS SHALL BE REPAIRED, DURING THIS PERIOD, AT NO CHARGE TO OWNER (MISUSE OR ABUSE CAUSED PROBLEMS EXCEPTED).
13. SUBSTITUTIONS OF EQUIPMENT: SPECIFIED PRODUCTS SHALL BE USED AS THE BASIS OF BID AND SHALL BE PROVIDED; WHERE 2 OR MORE MANUFACTURERS ARE LISTED, THE CHOICE IS AT THE CONTRACTOR'S OPTION. AN APPROVED EQUAL SHALL BE DETERMINED BY ENGINEER.
14. ALL 15A/20A, 120V HOMERUNS GREATER THAN 75' SHALL BE #10 WIRE MINIMUM; GREATER THAN 120' SHALL BE #8 WIRE MINIMUM. ALL 20A, 277V HOMERUNS GREATER THAN 175' SHALL BE #10 WIRE MINIMUM; GREATER THAN 280' SHALL BE #8 MINIMUM. TYPICAL FOR PHASE, NEUTRAL, AND GROUND CONDUCTORS. ELECTRICAL CONTRACTOR SHALL PERFORM VOLTAGE DROP CALCULATIONS FOR BRANCH CIRCUITS LONGER THAN SPECIFIED ABOVE AS PER NEC.
15. ELECTRICAL CONTRACTOR SHALL FIELD VERIFY NAMEPLATE LOADS OF ALL EQUIPMENT (MECHANICAL AND OWNER SUPPLIED) TO INSURE PROPER WIRE SIZING AND OVERCURRENT PROTECTION AND SHALL NOTIFY ENGINEER OF DISCREPANCIES.
16. ELECTRICAL CONTRACTOR SHALL SEAL ALL ELECTRICAL PENETRATIONS THRU FIRE RATED PARTITIONS WITH FIRE RATED MATERIAL EQUAL TO DOW CORNING SILICONE RTV FOAM AS A MINIMUM. MATERIAL SELECTION SHALL BE BASED ON RATING OF PARTITION PENETRATED.
17. ALL SUPPLEMENTARY STEEL REQUIRED FOR ELECTRICAL WORK SHALL BE PROVIDED BY THE ELECTRICAL CONTRACTOR.
18. WHERE NOTED ON DRAWINGS OR WHERE ELECTRICAL CONTRACTOR ELECTS TO GROUP CIRCUITS PER ONE NEUTRAL THEY SHALL BE NEUTRAL AS FOLLOWS:
- a. #10 NEUTRAL PER TWO CIRCUITS
- b. #8 NEUTRAL PER THREE CIRCUITS
19. PROVIDE INSULATED GROUNDING CONDUCTOR IN ALL CONDUITS AND CABLE ASSEMBLIES TO COMPLY WITH NEC.
20. ALL EMPTY CONDUITS FOR FUTURE WORK SHALL BE PROVIDED WITH A PULL WIRE.
21. ELECTRICAL CONTRACTOR SHALL COORDINATE INSTALLATION OF ELECTRICAL WORK ABOVE THE CEILING TO PROVIDE THE GREATEST POSSIBLE CLEARANCE FOR INSTALLATION OF PLUMBING AND MECHANICAL INSTALLATION. CONDUIT RUNS TO BE THROUGH OR ABOVE TRUSSES WHERE POSSIBLE.
22. ELECTRICAL CONTRACTOR TO COORDINATE EXACT PLACEMENT OF ALL DEVICES SHOWN ON THE ELECTRICAL CONSTRUCTION DOCUMENTS WITH MECHANICAL AND PLUMBING DRAWINGS PRIOR TO FINAL PLACEMENT.
23. ALL WIRE IN CEILING MUST BE PLENUM RATED.
24. WIRING FOR LOW VOLTAGE SYSTEMS SHALL BE RUN CONCEALED WITHIN WALLS AND ABOVE CEILINGS.
25. PANEL DIRECTORIES SHALL BE COMPLETELY FILLED IN AT COMPLETION OF JOB.
26. ELECTRICAL CONTRACTOR MUST PRODUCE A LETTER ATTESTING THAT WORK HAS BEEN COMPLETED TO THE SATISFACTION OF THE BUILDING MANAGER WHO WILL CONFIRM HIS ACCEPTANCE BY AFFIXING HIS SIGNATURE TO THE LETTER IN A SPACE PROVIDED FOR THIS PURPOSE. WORK WILL NOT BE CONSIDERED AS BEING COMPLETE WITHOUT THIS LETTER.
27. AT THE COMPLETION OF THE JOB, IT WILL BE THE ELECTRICAL CONTRACTOR'S RESPONSIBILITY TO TURN OVER TO THE BUILDING MANAGER AN AS-BUILT-DRAWING IN REPRODUCIBLE FORM. THIS DRAWING DOES NOT HAVE TO BE MADE FROM SCRATCH; THE CONTRACT REFLECTED CEILING AND POWER PLANS MAY BE USED AS BACKGROUNDS WITH THE ACTUAL CIRCUITING CHANGES ADDED.
28. PRIOR TO THE ELECTRICAL CONTRACTOR BEING RELEASED FROM ALL OBLIGATIONS, HE WILL OBTAIN AND TURN OVER TO THE BUILDING MANAGER THE ORIGINAL COPY OF THE "CERTIFICATE OF ELECTRICAL INSPECTION".
29. COORDINATE EXACT LOCATIONS AND MOUNTING HEIGHTS OF EQUIPMENT AND DEVICES WITH ARCHITECT.
30. SUBCONTRACTOR SHALL PROVIDE ADDITIONAL GENERAL PURPOSE RECEPTACLES FOR SERVICING MECHANICAL EQUIPMENT INSTALLED UNDER THIS CONTRACT (I.E. NEAR ROOFTOP UNITS AND CONDENSING UNITS).
31. ADDITIONAL GFI RECEPTACLES SHALL BE PROVIDED IN LOCATIONS OUTLINED PER NFPA 70 FOR RENOVATIONS OF MECHANICAL ROOMS.
32. MECHANICAL ROOM LIGHT FIXTURES HINDERING AN INSTALLATION SHALL BE DISCONNECTED AND REMOVED DURING CONSTRUCTION TO FACILITATE DEMOLITION AND/OR INSTALLATION OF MECHANICAL EQUIPMENT, PIPING AND DUCTWORK. SUBCONTRACTOR SHALL REINSTALL LIGHT FIXTURES WHEN EQUIPMENT INSTALLATION IS COMPLETE. LIGHT LEVELS SHALL BE THE SAME AS BEFORE.

ELECTRICAL GENERAL DEMOLITION NOTES

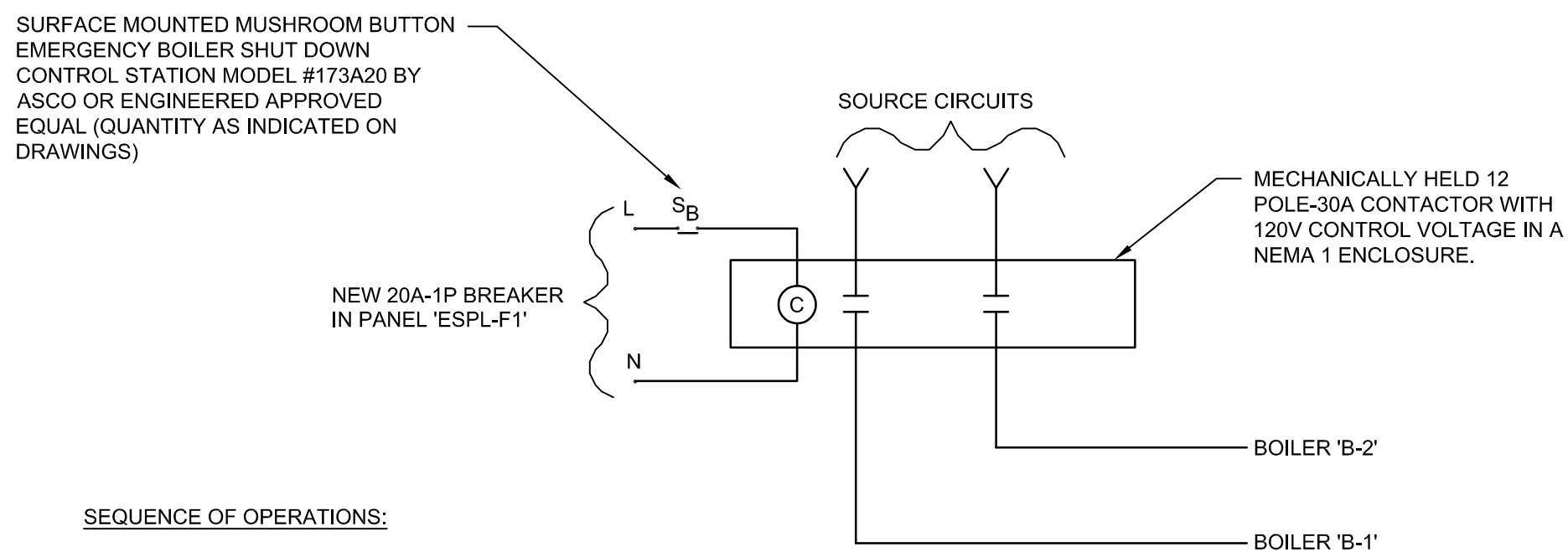
1. VISIT AND INSPECT THE JOB SITE PRIOR TO BIDDING AND BECOME FAMILIAR WITH ALL EXISTING CONDITIONS. INCLUDE THE COST OF THE WORK REQUIRED TO ACCOMMODATE THE EXISTING CONDITIONS IN THE BID PROPOSAL.
2. THE INTENT OF THE WORK IS TO REMOVE, REPLACE OR RELOCATE ALL ELECTRICAL DEVICES, WIRING AND EQUIPMENT INCLUDING FIRE ALARM, LIGHTING AND SOUND SYSTEMS AND TELECOM AS REQUIRED BY THE NEW ARCHITECTURAL WORK AND AS SHOWN ON THE DRAWINGS, AS NECESSARY. NOT ALL DEVICES ARE SHOWN. THE CONTRACTOR IS RESPONSIBLE FOR REVIEWING THE ARCHITECTURAL DRAWINGS AND PROVIDING MISCELLANEOUS REMOVALS AND RELOCATION AS REQUIRED BY THAT WORK.
3. REFER TO ARCHITECTURAL DRAWINGS FOR EXTENT OF BUILDING DEMOLITION WORK. REFER TO REFLECTED CEILING PLAN FOR EXTENT OF CEILING REMOVALS AND REPLACEMENTS. REFER TO ARCHITECTURAL ELEVATIONS AND SECTIONS FOR EXTENT OF WALL RENOVATIONS, PATCHING AND FINISHES.
4. DEMOLITION WORK SHOWN ON THESE DRAWINGS IS BASED ON LIMITED FIELD OBSERVATION AND EXISTING RECORD DOCUMENT. REPORT DISCREPANCIES TO ARCHITECT/ENGINEER BEFORE DISTURBING EXISTING INSTALLATION. THESE DRAWINGS SHOW EQUIPMENT LOCATIONS ONLY; WIRING SHOWN IS SCHEMATIC IN NATURE.
5. UNLESS OTHERWISE NOTED, DISCONNECT AND REMOVE ALL ELECTRICAL EQUIPMENT AND DEVICES SHOWN HATCHED WITH DASHED LINE OR AS NOTED, INCLUDING RELATED CONDUIT AND WIRE, BACK TO SOURCE OF SUPPLY OR NEXT DEVE OUT OF DEMOLITION AREA. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING EXISTING DEVICES AND FIXTURES NOT REMOVED DURING DEMOLITION.
6. ALL CONDUITS/WIRING RUNNING THRU DEMOLITION AREA SERVING EXISTING TENANTS THAT ARE TO REMAIN SHALL

ELECTRICAL KEY NOTES: (E)

1. BOILER POWER: NEW 1/2" C, (3) #10, (1) #10 GND. TERMINATE BOILER #1 TO EXISTING BURNER #1 FUSED DISCONNECT AND BOILER #2 TO EXISTING BURNER #2 FUSED DISCONNECT. REPLACE EXISTING FUSES WITH 30A FUSE, PROVIDE SIX (6) SPARE 30A FUSES FOR OWNER STOCK.
2. 120V CONTROL WIRING TO NEW COMBUSTION AIR DAMPERS. PROVIDE CONTROL(S) CIRCUITS: (2) SETS OF 3/4" C (2) #12, (1) #12 GND FROM PANEL '1' OKT 15. FIELD COORDINATE EXACT REQUIREMENTS WITH MANUFACTURER'S REQUIREMENTS. ONE (1) CIRCUIT PER BURNER, CONNECT WIRING TO BURNER CONTROLS. WHEN BURNER FIRES, RESPECTIVE DAMPER SHALL OPEN. PROVIDE END-SWITCH AND 18-2 CONDUCTOR FOR BURNER LOCKOUT WHEN DAMPER FAILS TO OPEN.
3. NEW 1/2" C FROM EXISTING DDC PANEL TO EACH BOILER, DDC VENDOR TO PROVIDE COORDINATE REQUIREMENTS WITH BUILDING DDC VENDOR.
4. NEW 1/2" C, (2) #12, (1) #12 GND (ONE SET PER PUMP). TERMINATE AT BOILER FEED PUMP. MODIFY BOILER FEED CONTROL TO ENABLE RESPECTIVE BOILER FEED PUMP TO COME ON WHEN BOILER FEED CONTROL ENGAGES.
5. NEW 1/2" C, (2) #12, (1) #12, GND FROM BOILER CONTROLLERS TO NEW EMERGENCY BOILER SHUT OFF SWITCH(S).

GENERAL NOTES:

1. SEE SPECIFICATIONS, SCHEDULES, DETAILS, NOTES, LEGENDS, ABBREVIATIONS, ETC. FOR ADDITIONAL INFORMATION AND REQUIREMENTS.

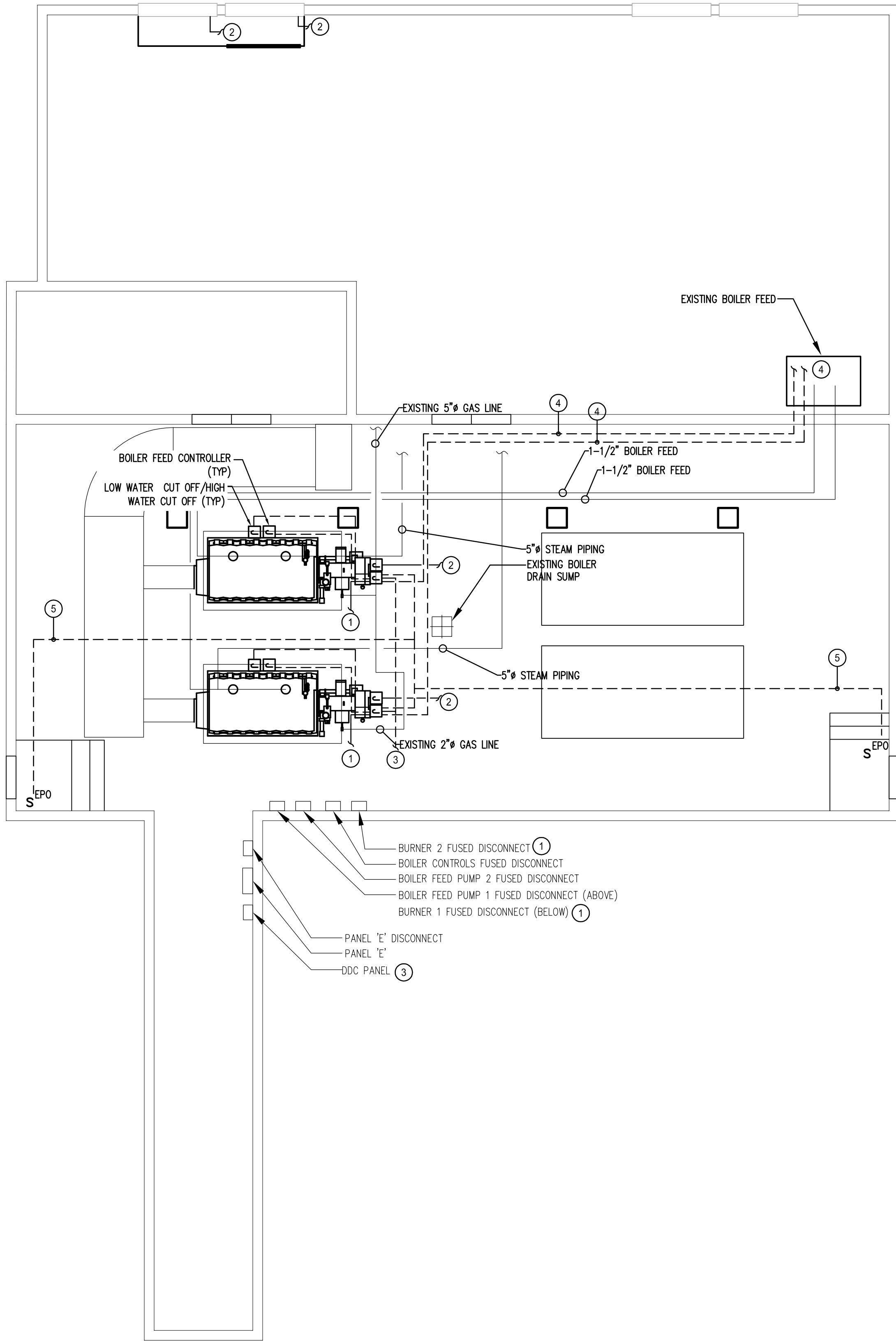


3 EMERGENCY BOILER SHUT-DOWN OPERATOR STATION SCHEMATIC
NOT TO SCALE

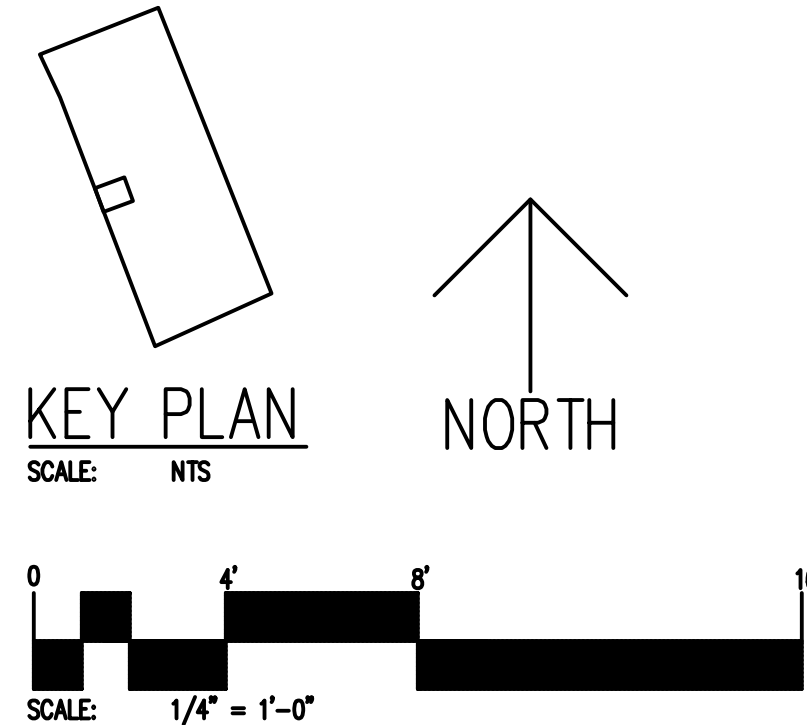
MECHANICAL EQUIPMENT FEEDER SCHEDULE								
EQUIPMENT	VOLTAGE	PHASE	AMP	HP	KW	DISC. SWITCH/NEMA RATING	FUSE	REMARKS
B-1	208	3	2.5	1 HP	N/A	FURNISHED BY OTHERS	15A, 1P	2/#12, (1) #12 GND, 3/4" C.
B-2	208	3	2.5	1 HP	N/A	FURNISHED BY OTHERS	15A, 1P	2/#12, (1) #12 GND, 3/4" C.

PANEL 'E' (EXISTING)												
AMP/MAINS:			100A MCB			KAIC			10			
VOLTAGE/PHASE/WIRE:			208-120, 3Ø, 4W			MOUNTING:			SURFACE			
FEED:			4#3, #8G, 1-1/4" C			LOCATION:			BOILER ROOM			
CIRCUIT BREAKER			PHASE			PHASE			CIRCUIT BREAKER			
POS.	AMP	POLES	LOAD DESCRIPTION	KVA	A	B	C	KVA	LOAD DESCRIPTION	POLES	AMP	POS.
1			ELEVATOR	7.20	9.60			2.40	ELEVATOR CAB LTS	1	20	2
3	60	3		7.20		9.60		2.40	SHAFT LTS	1	20	4
5				7.20			10.80	3.60				6
7	20	3	BSMT LOBBY LTS	2.40	6.00			3.60	LOBBY HEATER BSMT	3	30	8
9	20	3	SHAFT PLUG	2.40		6.00		3.60				10
11	20	3	HEATER 1ST, 2ND FLR	2.40			4.80	2.40	PIT PLUG	1	20	12
13	20	1	SECURITY BOX	2.40	4.80			2.40	PIT LT	1	20	14
15	20	1	BOILER CONTROLS (NEW)	2.40		2.40		0.00				16
17				0.00				0.00				18
19				0.00				0.00				20
21				0.00				0.00				22
23				0.00				0.00				24
25				0.00				0.00				26
27				--				--				28
29				--				--				30
TOTAL KVA				--	20.40	18.00	15.60	--				

2 ELECTRICAL PANEL SCHEDULE - PANEL 'E'
NTS



1 BASEMENT RENOVATION ELECTRICAL BOILER PLAN
1/4" = 1'-0"



**CITY OF WATERBURY
BOARD OF EDUCATION**

**RFP # 7091
ATTACHMENT G
Prevailing Wage Schedule**

**Minimum Rates and Classifications for
Building Construction**

ID#: 21-28432

**Connecticut Department of Labor
Wage and Workplace Standards Division**

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: Waterbury

Project Town: Waterbury

State#: Waterbury

FAP#: Waterbury

Project: F.J. Kingsbury Boiler Replacement (Waterbury)

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	36.18	34.59 + a
3b) Tile Setter	34.9	25.87
3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
3d) Tile, Marble & Terrazzo Finishers	26.7	21.75
3e) Plasterer	33.48	32.06
-----LABORERS-----		
4) Group 1: Laborers (common or general), acetylene burners, concrete specialists, wrecking laborers, fire watchers.	31.5	23.25
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	31.75	23.25

Project: F.J. Kingsbury Boiler Replacement (Waterbury)

4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	32.0	23.25
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.	32.5	23.25
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	32.25	23.25
4e) Group 6: Blasters, nuclear and toxic waste removal.	34.5	23.25
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	32.5	23.25
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	29.78	23.25
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	29.24	23.25
4i) Group 10: Traffic Control Signalman	18.0	23.25
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	35.64	26.49
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)	56.96	35.825+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
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----OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over), work boat 26 ft. and over and Tunnel Boring Machines. (Trade License Required)	43.88	25.80 + a
Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	43.53	25.80 + a
Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; 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 Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	42.72	25.80 + a
Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	42.3	25.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; 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	41.65	25.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	41.65	25.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	41.31	25.80 + a
Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24	40.94	25.80 + a
Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	40.51	25.80 + 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).	40.04	25.80 + a
Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	37.81	25.80 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	37.81	25.80 + a

Group 12: Wellpoint operator.	37.74	25.80 + a
Group 13: Compressor battery operator.	37.11	25.80 + a
Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	35.87	25.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	35.43	25.80 + a
Group 16: Maintenance Engineer/Oiler.	34.72	25.80 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	39.42	25.80 + a
Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	36.77	25.80 + 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	43.0	20.05 + a
Roofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	41.5	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	30.16	27.16 + a
17b) 3 Axle, 2 Axle Ready Mix	30.27	27.16 + a
17c) 3 Axle Ready Mix	30.33	27.16 + a
17d) 4 Axle, Heavy Duty Trailer up to 40 tons	30.39	27.16 + a
17e) 4 Axle Ready Mix	30.44	27.16 + a
17f) Heavy Duty Trailer (40 Tons and Over)	30.66	27.16 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	30.44	27.16 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	47.55	26.60 + 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*

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)***
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson***
- 3) Cranes (under 100 ton rated capacity)***

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.

Project: F.J. Kingsbury Boiler Replacement (Waterbury)

~~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.

Important Information:

For use with Building, Heavy/Highway, and Residential

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.

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson
- 3) Cranes (under 100 ton rated capacity)

Crane with boom including jib, 150 feet - \$1.50 extra.

Crane with boom including jib, 200 feet - \$2.50 extra.

Crane with boom including jib, 250 feet - \$5.00 extra.

Crane with boom including jib, 300 feet - \$7.00 extra.

Crane with boom including jib, 400 feet - \$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 one apprentice in a specific trade.

Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work

- 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.ctdol.state.ct.us.
- 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.

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 Persons 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.

REQUEST FOR PROPOSAL #7091
KINGSBURY BOILER REPLACEMENT

INDEX

Attachment D	Pages 1-2
Schedule of Alternates	Page 3
Attachment A	Pages 4 – 7
City of Waterbury Certification	Page 8
Corporate Resolution	Page 9
Disclosure and Certification Affidavit	Pages 10-14
Limited Liability Company Resolution	Page 15
Attachment C	Pages 16 – 17
Attachment E	Pages 18 – 21
Bid Bond	Pages 22 -24
Current Work List	Pages 25 - 26

**CITY OF WATERBURY
BOARD OF EDUCATION**

**RFP # 7091
ATTACHMENT D
Price Proposal**

**(Must be submitted as part of Proposal in a separate sealed envelope, marked
"Confidential: Price Proposal.")**

Date: 11/30/2021

Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

MJ Daly, LLC.

(Print or Type Company/Corporate Name)

110 Mattatuck Heights Road, Waterbury, CT 06705

(Print or Type Business Address)

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on Attachment C, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

[Proposal continued on following page(s)]

**CITY OF WATERBURY
BOARD OF EDUCATION**

Kingsbury Elementary School	Amount in Words	Amount in Numbers
Boiler Replacement		\$ 319,000
10 % Contingency		\$ 31,900
	Grand Total	\$ 350,900

END OF ATTACHMENT D

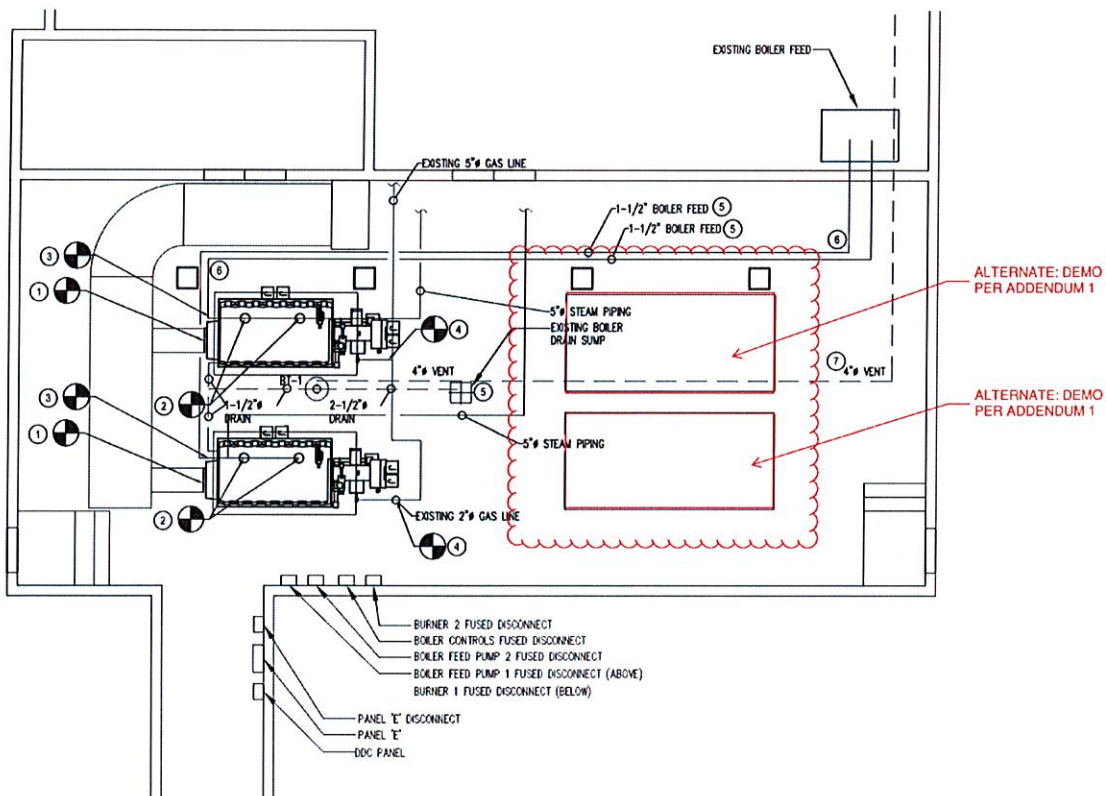
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate 1 – Demo abandoned boilers

1. ADD – Demo two (2) abandoned cast iron boilers located opposite the existing operational boilers.



(Fill in the applicable line below)

ADD \$ 21,000

END OF SECTION 012300

CITY OF WATERBURY
BOARD OF EDUCATION

RFP # 7091
ATTACHMENT A

Contract Compliance Documents

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
BOARD OF EDUCATION**

B. Purchase Order(s).

No Purchase Order(s) with the City

☐

Replace Modulation Control

(Service or Commodity Covered by Purchase Order)

11-8-21

(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
BOARD OF EDUCATION**

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

☐

**CITY OF WATERBURY
BOARD OF EDUCATION**

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.

M. J. Daly, LLC

(Name of Company, if applicable)

Edward Carvalho

Signature of Individual (or Authorized Signatory)

11-30-21

Date

Edward Carvalho, President

Print or Type Name

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:

M. J. Daly, LLC

110 Mattatuck Heights

Waterbury, CT 06705

Print Name and Title of Authorized Representative:

Edward Carvalho, President

Signature of Authorized Representative:

Edward Carvalho

11-30-21

Date:

CORPORATE RESOLUTION

I, Joy Breive, hereby certify that I am the duly elected Secretary
of M. J. Daly, LLC, 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
the 1 day of September 2010.

Edward Carvalho

"It is hereby resolved that Edward Carvalho 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 M. J. Daly, LLC corporation this 30th day of
November, 2021.

Joy Breive
Secretary

**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.: Waterbury

County of New Haven

Edward Carvalho, being first duly
sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or**
President of MJ Daly, 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):

X 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	Edward Carvalho	President	MJ Daly, LLC.		
2	Robert Bolton	CEO	Arden Building Companies LLC.		
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):

	Name	Title	DOB	Stock %
1	Robert Bolton	CEO		100
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	Robert Bolton	CEO	Arden Building Companies LLC.		
2					
3					
4					

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

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1			
2			
3			
4			

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

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

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

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of _____)
Waterbury) 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 _____ 2021.

(Notary Public)
My Commission Expires: _____

For Corporation

Witness

MJ Daly, LLC.
Name of Corporate Signatory
110 Mattatuck Heights Road, Waterbury, CT 06705
Address of Business

Affix
Corporate
Seal

By: Edward Carvalho
Name of Authorized Corporate Officer

Its: Edward Carvalho, President
Title

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

State of Connecticut)

Waterbury) SS

County of New Haven)

Edward Carvalho being duly sworn,
deposes and says that he/she is President of MJ Daly, 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 30th day of November 2021.

My Commission Expires: April 30, 2022

Joy C. Breve

(Notary Public)

JOY C BREVE
NOTARY PUBLIC
My Commission Expires April 30, 2022

LIMITED LIABILITY COMPANY RESOLUTION

I, Edward Carvalho, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of MJ Daly, LLC, a limited liability company 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 LLC.

The following resolution was adopted at a meeting of the LLC duly held on the 17th day of September, 2013.

“It is hereby resolved that Edward Carvalho 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 MJ Daly, LLC this 30th day of November, 2021.

Edward Carvalho
Manager/Member

**CITY OF WATERBURY
BOARD OF EDUCATION**

**RFP # 7091
ATTACHMENT C**

Non-collusion and Acknowledgement Affidavit of the Proposer

(Must be submitted as part of Proposal)

**KEVIN MCCAFFERY
DIRECTOR OF PURCHASING
235 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 ("RFP"); that Proposer has informed itself fully in regard to all conditions pertaining to the subject matter of this Request for Proposal; and that with this representation, the undersigned makes this Proposal.

If applicable to this RFP, the undersigned: a) 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 and b) any Work resulting from this RFP shall be performed at the Proposal Prices as described in the Proposal Documents and except where expressly provided for otherwise in the RFP, these prices shall cover all expenses incurred in connection with any obligations resulting for this RFP and/or in performing the Work required under any Award, Purchase Order and/or Contract resulting from this RFP, of which this Proposal and Form are a part.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1	11/23/2021	4	
2		5	
3		6	

**CITY OF WATERBURY
BOARD OF EDUCATION**

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.

20-5126747

Social Security Number
or Federal Identification Number

Edward Carvalho

Signature of Individual or Corporate Name

Edward Carvalho, President

Corporate Officer
(if applicable)

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

Name: MJ Daly, LLC.

By: Edward Carvalho, President

Business Address: 110 Mattatuck Heights Road, Waterbury, CT 06705
(City, State, Zip Code)

Phone: 203-753-5131

Date: 11/30/2021

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.

END OF ATTACHMENT C

**CITY OF WATERBURY
BOARD OF EDUCATION**

**RFP # 7091
ATTACHMENT E
Contractor Qualification Statement**

(Must be submitted as part of Proposal)

The undersigned certifies under oath the truth and correctness of statements and all answers to questions made hereinafter.

SUBMITTED TO: **DEPARTMENT OF PURCHASING, CITY OF WATERBURY**

SUBMITTED BY:

NAME: Edward Carvalho

BUSINESS NAME: MJ Daly, LLC () Corporation

() Partnership

OFFICE ADDRESS: 110 Mattatuck Heights Road () Individual

Waterbury, CT 06705 () Joint Venture

() Other _____

PRINCIPAL OFFICE: Same

BUSINESS TELEPHONE NUMBER: 203-753-5131

BUSINESS FAX NUMBER: 203-596-9672

BUSINESS EMAIL ADDRESS: ECarvalho@mjdalyllc.com

(NOTE: Attach separate sheets as required)

1. How many years has your organization been in business?

139

2. How many years has your organization been in business under its present business name?

15

3. If a Corporation OR LLC, answer the following:

Date of Incorporation: _____

State of Incorporation: _____

President/Member: Edward Carvalho

Vice Presidents/Members: Dan Nelson, Paul Evon

Secretary/Member: Joy Breive

Treasurer/Member: Gordon Fletcher

**CITY OF WATERBURY
BOARD OF EDUCATION**

4. If a Partnership, Individual, Joint Venture or other, answer the following:

Date of Incorporation: _____

State of Operation: _____

Officers and Titles:

5. List contracts on hand (other than existing contracts with the City of Waterbury). Schedule these, showing amount of each contract and the appropriate anticipated dates of completion/expiration:

See attached list

NOTE: The City may contact one or more of the organization associated with the above-listed contracts as part of assessing the experience, expertise and capabilities of the Proposer.

6. Have you or your company ever failed to complete any work awarded to you, or have you ever defaulted on a contract? No

If YES, please explain circumstance(s):

**CITY OF WATERBURY
BOARD OF EDUCATION**

7. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest with providing services to the City.

None

8. List your major equipment available for this contract.

Boilers & Blowdown Tank

9. Contractor's chain of command and off-hours telephone numbers, cellular and otherwise, to be used for the Project:

24/7 Service	203-753-5131
(Title)	(Name / Telephone Number)
<hr/>	
(Title)	(Name / Telephone Number)
<hr/>	
(Title)	(Name / Telephone Number)

**CITY OF WATERBURY
BOARD OF EDUCATION**

The undersigned certifies under oath to the truth and correctness of statements and all answers to questions made herein.

10. Dated at Waterbury this 30th day of November, 2021

Name of Contractor: MJ Daly, LLC.

By: Edward Carvalho

Edward Carvalho

(Print and sign name of duly authorized principal)

Title: President

END OF ATTACHMENT E

BID BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

CONTRACTOR:

(Name, legal status and address)

M.J. Daly, LLC
110 Mattatuck Heights
Waterbury, CT 06705

OWNER:

(Name, legal status and address)

City of Waterbury
235 Grand Street
Waterbury, CT 06702

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

BOND AMOUNT: Ten Percent (10%) of the amount of accompanying bid

PROJECT:

(Name, location or address, and Project number, if any)

F.J. Kingsbury Elementary School Boiler Replacement
220 Columbia Blvd
Waterbury, CT

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 9th day of November, 2021.

M.J. Daly, LLC

Edward Carvalho

(Principal)

(Seal)

Edward Carvalho, President

(Title)

Travelers Casualty and Surety Company of America

Zachary Bromage

(Surety)

Zachary Bromage

(Seal)

Attorney-In-Fact

(Title)

Jim Buwe

(Witness)

[Signature]

(Witness)





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Zachary Bromage** of **CRANSTON**, **Rhode Island**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, **2019**.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, **2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **9th** day of **November**, **2021**



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**



WORK IN PROGRESS (Partial)						
PLUMBING & HVAC						
PROJECT		GENERAL CONTRACTOR	OWNER	ARCHITECT	APPROX. AMOUNT	%
CCSU Engineering	New Britain, CT	KBE Building Corporation, Mike Guidera, 860-250-3783	State of CT		\$5,301,634.00	99%
CREC Ana Grace Academy of the Arts	Bloomfield, CT	Bartlett, Brainard Eacott, Noel Jenkins, 860-242-5565	CREC	Friar Associates Inc.	\$10,476,000.00	99%
Bristol Memorial Boulevard Arts Magnet School	Bristol, CT	D'Amato+Downes Joint Venture, Frank Tomcak, 860-681-9413	City of Bristol	Quisenberry Arcari Malik, LLC	\$1,654,808.00	70%
Kline Tower	New Haven, CT	Gilbane Building Company, Andrew Grillo, 203-494-5974	Yale University	Stantec Architecture Inc.	\$15,855,476.00	40%
Uconn Boiler Plant Equipment Replacement & Utility Tunnel	Storrs, CT	Bond Brothers Construction, Kyle Ledoux, 781-605-4620	University of Connecticut	BVH Integrated Services	\$506,000.00	40%

Uconn 2000						
Code						
Remediation	Stamford, CT	Daniel O'Connell's Sons, Inc.	University of Connecticut	AECOM	\$1,362,000.00	31%
101 College Street	New Haven, CT	Dimeo Construction, Scott Eaton, 401-265-8471	Winstanley Construction Management, LLC	Elkus Manfredi Architects	\$27,799,500.00	0%
Windham High School	Willimantic, CT	Downes Construction, Scott Scholl, 860-229-3755	Town of Windham	Friar Architecture	\$19,130,000.00	1%
Bridgeport Library	Bridgeport, CT	Downes Construction, Dominic Madigan, 860-229-3755	City of Bridgeport	Antinozzi Associates	\$313,000.00	0%

**CITY OF WATERBURY
BOARD OF EDUCATION**

**RFP # 7091
ATTACHMENT D
Price Proposal**

**(Must be submitted as part of Proposal in a separate sealed envelope, marked
"Confidential: Price Proposal.")**

Date: ~~11/30/2021~~ 12/22/2021 (Best & Final Proposal)

Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

MJ Daly, LLC.

(Print or Type Company/Corporate Name)

110 Mattatuck Heights Road, Waterbury, CT 06705

(Print or Type Business Address)

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on Attachment C, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

[Proposal continued on following page(s)]

**CITY OF WATERBURY
BOARD OF EDUCATION**

Kingsbury Elementary School	Amount in Words	Amount in Numbers
Boiler Replacement		\$ 319,000 302,000
10 % Contingency		\$ 31,900 30,200
	Grand Total	\$ 350,900 332,200

Best & Final Offer

END OF ATTACHMENT D

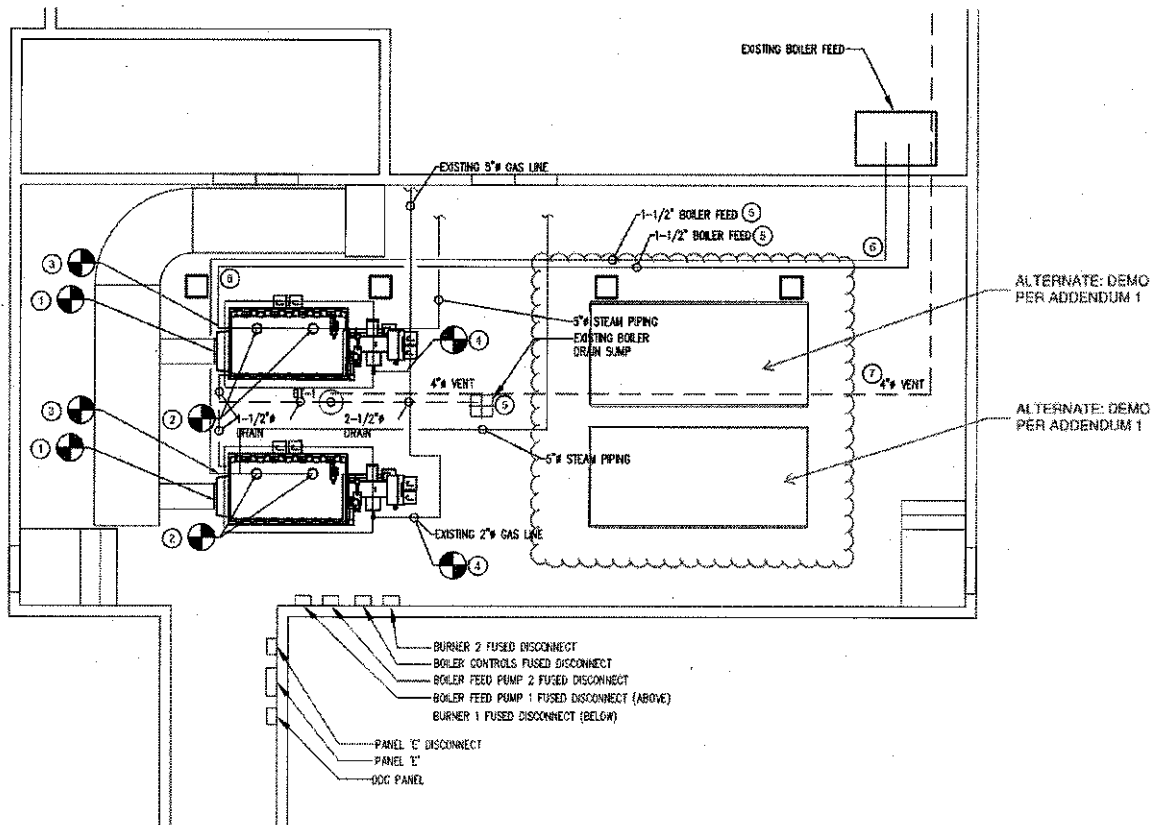
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate 1 – Demo abandoned boilers

1. ADD – Demo two (2) abandoned cast iron boilers located opposite the existing operational boilers.



(Fill in the applicable line below)

ADD \$ ~~21,000~~ 16,000

END OF SECTION 012300

**CITY OF WATERBURY
BOARD OF EDUCATION**

**RFP # 7091
ATTACHMENT D
Price Proposal**

**(Must be submitted as part of Proposal in a separate sealed envelope, marked
"Confidential: Price Proposal.")**

Date: ~~11/30/2021~~ 12/22/2021 (Best & Final Proposal)

Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

MJ Daly, LLC.

(Print or Type Company/Corporate Name)

110 Mattatuck Heights Road, Waterbury, CT 06705

(Print or Type Business Address)

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on Attachment C, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

[Proposal continued on following page(s)]

**CITY OF WATERBURY
BOARD OF EDUCATION**

Kingsbury Elementary School	Amount in Words	Amount in Numbers
Boiler Replacement		\$ 319,000 302,000
10 % Contingency		\$ 31,900 30,200
	Grand Total	\$ 350,900 332,200

Best & Final Offer

END OF ATTACHMENT D

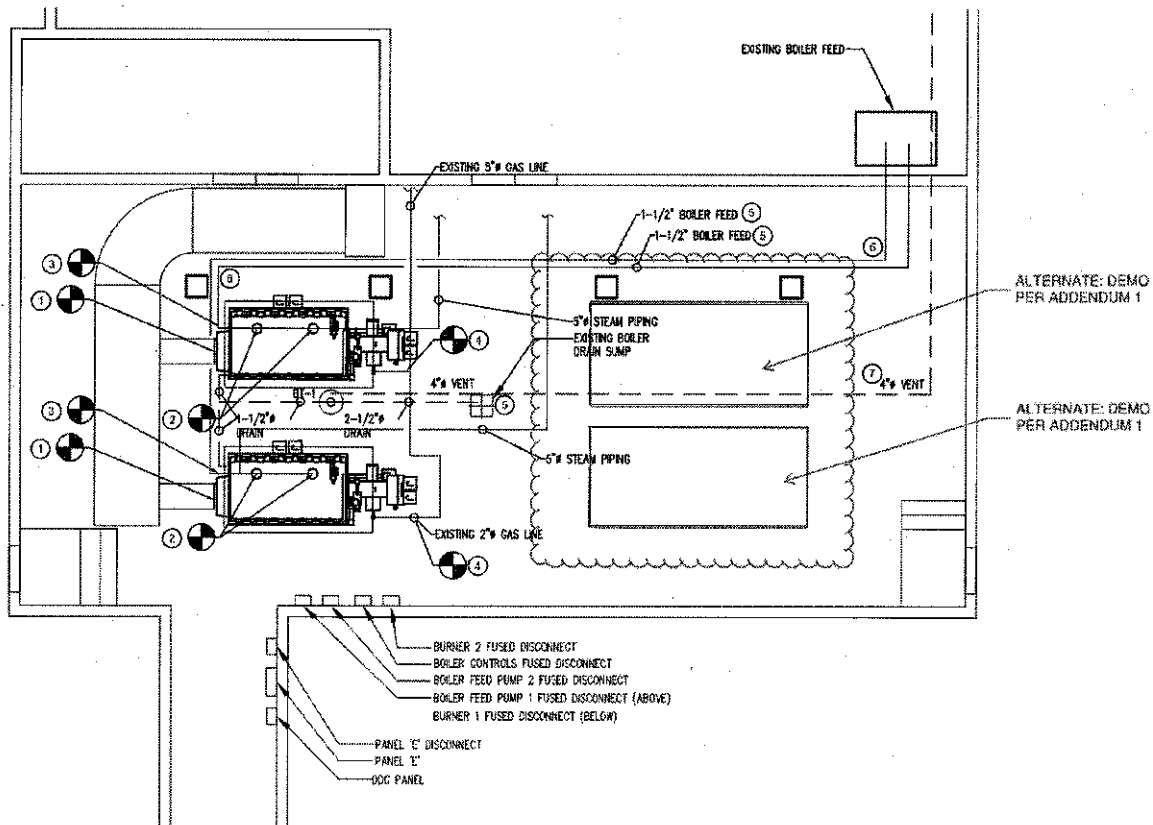
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate 1 – Demo abandoned boilers

1. ADD – Demo two (2) abandoned cast iron boilers located opposite the existing operational boilers.



(Fill in the applicable line below)

ADD \$ ~~21,000~~ 16,000

END OF SECTION 012300



WATERBURY
Public Schools
Today's Students, Tomorrow's Leaders

Michal Konopka
School Inspector Office

MEMORANDUM

DATE: December 23, 2021

TO: Kevin McCaffrey, Director of Purchasing


FROM: Michal Konopka, School Inspector

RE: RFP # 7091

This memo will confirm that our Selection Committee, composed of myself, Rosh Maghfour from SBO, and Blair Richardson from BL Companies, has reviewed the responses related to the above RFP related to Kingsbury Boiler Replacement.

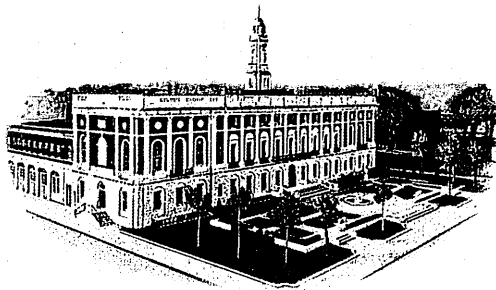
Based on a review of the experience, qualifications and the revised pricing the Committee unanimously recommends that the contract related to RFP No. 7091 be awarded to MJ Daly, LLC.

Please let me know what else you need from us and we will be happy to assist with the next steps.


Michal Konopka

12/23/21

KEVIN McCAFFERY
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

January 12, 2022

Edward Carvalho
MJ Daly, LLC
110 Mattatuck Heights Road
Waterbury, CT 06705

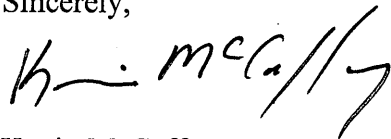
RFP# 7091
Project: Kingsbury Boiler Replacement

Dear Mr. Carvalho,

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

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office

Date: 2/9/2022

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 **is not** *delinquent*.

M.J. Daly, LLC
Edward Carvalho
Robert Bolton
110 Mattatuck Heights Road
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,



Nancy J. Olson, CCMC
Deputy Revenue Collections Manager
City of Waterbury

NJO/wmf



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/14/22

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CORMACK ROUTHIER AGENCY INC One Harry St Cranston, RI 02907	CONTACT NAME:	
	PHONE (A/C, No, Ext): (401)944-9400	FAX (A/C, No): (401)944-7360
INSURED M.J. DALY, LLC 110 MATTATUCK HEIGHTS 505 Narragansett Park Dr Pawtucket RI WATERBURY, CT 06705 CT 06705	E-MAIL ADDRESS: kathleen@cormackrouthier.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Westchester Surplus Lines Ins. Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <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	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Pollution			G24175686006	11/18/20	11/18/22	Occurrence	\$1,000,000
							Aggregate	\$2,000,000

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

RFP # 7091 Project: Kingsbury Boiler Replacement at F.J. Kingsbury Elementary School

CERTIFICATE HOLDER**CANCELLATION**City of Waterbury,
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

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

2/14/2022

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).

PRODUCER Edgewood Partners Ins. Center 40 Marcus Drive, 3rd Floor Melville, NY 11747	CONTACT NAME: Commercial Support PHONE (A/C, No, Ext): 631-390-9700 FAX (A/C, No): 631-390-9790 E-MAIL ADDRESS: constructioncerts@cookmaran.com														
INSURED M.J. Daly, LLC 110 Mattatuck Heights Waterbury, CT 06705	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co of Amer</td> <td>25674</td> </tr> <tr> <td>INSURER C : The Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER D : StarStone Specialty Insurance Company</td> <td>44776</td> </tr> <tr> <td>INSURER E : The Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Phoenix Insurance Company	25623	INSURER B : Travelers Property Casualty Co of Amer	25674	INSURER C : The Travelers Indemnity Company	25658	INSURER D : StarStone Specialty Insurance Company	44776	INSURER E : The Charter Oak Fire Insurance Company	25615	INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : The Phoenix Insurance Company	25623														
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INSURER C : The Travelers Indemnity Company	25658														
INSURER D : StarStone Specialty Insurance Company	44776														
INSURER E : The Charter Oak Fire Insurance Company	25615														
INSURER F :															

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	VTNCO2400A489PHX21	04/18/2021	04/18/2022	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 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	VTOCAP2399A437 COF21	04/18/2021	04/18/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10000	Y	Y	CUP9R8262622125	04/18/2021	04/18/2022	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB8M3033012125G	04/18/2021	04/18/2022	<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
D	Excess Liability	Y	Y	85641C210ALI	04/18/2021	04/18/2022	\$5,000,000 Occur/Agg

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

Kingsbury Boiler Replacement RFP #7091 (MJD Job #1367E)

The following are included as an additional insureds on a primary and non-contributory basis for general liability with respects the ongoing operations and completed operations of the named insured as required by written contract and per policy terms and conditions. A waiver of subrogation applies in favor of the (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

The City of Waterbury
 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

Leonard Sciscia

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DESCRIPTIONS (Continued from Page 1)

additional insureds for general liability, auto liability, umbrella liability and workers compensation coverage as required by written contract. Umbrella liability policy follows form subject to policy terms, conditions and exclusions.

Additional Insured: The City of Waterbury and its Board of Education

CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Submitting Department: School Inspector's Office

Contact Name: Mike Konopka / Fjorela Cuclari

**Description of Project/Work/Services: Removal of old boiler & Installation of new boiler
@Kingsbury Elementary School**

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

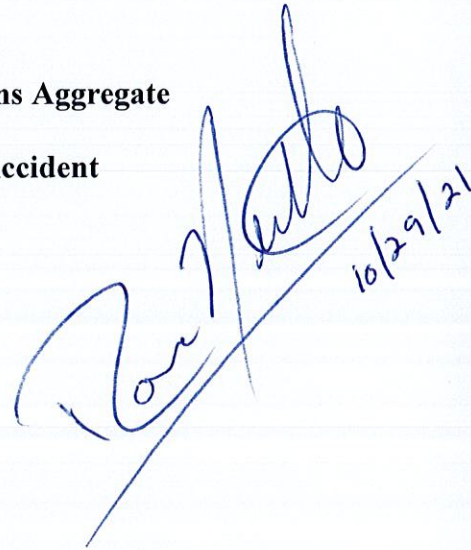
Excess/ Umbrella Liability: **\$1,000,000 each Occurrence**
 \$1,000,000 Aggregate

Contractors Pollution Liability Insurance: **\$1,000,000 each Occurrence/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 and Professional Liability. All policies shall include a Waiver of Subrogation.

A handwritten signature in blue ink, possibly reading 'Contra', is written over a diagonal line. To the right of the signature, the date '10/29/21' is handwritten.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.4

February 17, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Construction Contract with Creative Recreation, LLC for playground equipment and installation at International School, subject to any non-substantive changes approved by the Office of the Corporation Counsel.

Approved

Rocco F. Orso

MEMORANDUM

TO: Honorable Board of Aldermen

FROM: Rosh Maghfour, Interim Chief Operating Officer *RM*

DATE: February 9, 2022

SUBJECT: Executive Summary for the Contract for Playground Equipment and Installations at the International Dual Language School between City of Waterbury and Creative Recreation, LLC

The Education Department respectfully requests your review and approval of the contract for playground equipment and installation with Creative Recreation, LLC in the amount of \$109,998.90. This contract was initiated under the Purchasing Ordinance of the City at §38.130 which allows the City to participate in joint purchasing programs administered by the State of Connecticut. The State of Connecticut Contract Award Number is 17PSX0081.

The funding source for this project is Smart Recovery Capital Improvement Grant. Creative Recreation shall furnish all labor, services, equipment, materials, supplies, transportation, and incidentals necessary to furnish and install a playground at the International Dual Language School.

The contractors Disclosure and Tax Clearance are attached. 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: Attorney Kara Summa, via email, w/o attachment

CONSTRUCTION CONTRACT
for
International School
Playground Equipment and Installation
between
City of Waterbury
and
Creative Recreation, LLC

THIS CONTRACT ("Contract" of "Agreement"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and CREATIVE RECREATION, LLC (the "Contractor" or "Creative Recreation"), with its primary place of business located at 131-5 Day Street, Newington, Connecticut 06111 with its business mailing address at P.O. Box 330235, West Hartford, Connecticut 06133, a State of Connecticut duly registered domestic limited liability company; hereinafter collectively referred to as the "Parties" to this Agreement.

WHEREAS, as part of the construction of the City's International School, the City desires to obtain the Contractor's services for the design, fabrication, furnishing, installation and overall construction of one (1) playground at The International School pursuant to the terms set forth in this Agreement (the "Project"); and

WHEREAS, the State of Connecticut, Department of Administrative Services ("DAS") has issued a contract award number 17PSX0081, ("State Contract") for playground, recreation and park equipment; and

WHEREAS, pursuant to the State Contract, the awarded contractors shall also provide services to municipalities (also referred to therein as "client agencies") who are so authorized and choose to make purchases under and pursuant to the terms of the State Contract; and

WHEREAS, consistent with the State Contract and Contract Award No. 17PSX0081, the City elected to participate in the joint purchase of the services offered in the State Contract as is so authorized by the City of Waterbury Ordinance §38.130 "Cooperating Purchasing Authorized" which permits the City to participate in such joint purchase programs administered by the State of Connecticut; and

WHEREAS, the City desires to obtain the Contractors services for equipment, services and overall construction of the International School Playscapes, as outlined in the State Contract and this Agreement.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment,

materials, supplies, transportation, and incidentals shall comply with (i) any and all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and (ii) generally accepted professional standards.

1.1. The Project consists of International School Playground design and construction including but not limited to, designing, fabricating, site preparation, excavation, furnishing and installing playground equipment (Playscape), concrete perimeter curband Synthetic Turf Safety Surfacing, specifically IPEMA Certified Synthetic Turf Safety Surfacing, and site restoration for one playground equipment. The playground equipment shall include one designed and sized appropriately for 3 to 5 PreSchool children with 4' high chain link fence and a sensory play area. The playground equipment shall be in compliance with the following publications and shall be inspected by Certified Playground Safety Inspector upon completion of the installation to ensure compliance with U.S. Consumer Product Safety Commission Publication Number 325 Public Playground Safety Handbook November 2010 and the American Society of Testing and Materials (ASTM) F1487-17 Standard Consumer Performance Specification for Playground Equipment for Public Use; and Connecticut School Construction Standards and Guidelines dated September 22, 2016. A written audit/inspection report shall be provided to verify that the playground was installed to the above standards and Connecticut School Construction Standards and Guidelines. The installation of the play equipment and surfacing shall be done in coordination with the Owner's Construction Manager at Risk (CMAR) and the Site Coordinator who will also be responsible for initial site clearing and subsurface preparation. The design and layout of the playgrounds shall be developed to complement the theme of the site and building. All equipment provided and work performed shall be in full conformance with (i) this Agreement which shall control and prevail; (ii) the State of Connecticut, Department of Administrative Services ("DAS") Contract No. 17PSX0081 for Playground, Recreation and Park Equipment ("State Contract"); and as detailed and described in Attachment A, which includes the aforementioned documents. The Documents in **Attachment A** are hereby fully incorporated and 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** State of Connecticut, Department of Administrative Services, Contract No. 17PSX0081 for Playground, Recreation and Park Equipment, as amended and supplemented, ("State Contract") (incorporated by reference);
- 1.1.2** Creative Recreation's Quotation #011322, dated February 11, 2022, consisting of 2 pages (attached hereto);
- 1.1.3** "Drawings" and picture, prepared by Creative Recreation, dated September 8, 2021, consisting of 2 pages (as revised), for one preschool age children (3-5) Playground at International School and a sensory play area (attached hereto);
- 1.1.4** Site Map, consisting of 1 page (attached hereto);
- 1.1.5** U.S. Consumer Product Safety Commission's "Public Playground Safety Handbook," Publication No. 325, 2010 Edition, consisting of 61 pages,

- available at: <https://www.cpsc.gov/s3fs-public/325.pdf>; (incorporated by reference);
- 1.1.6 American Society of Testing and Materials' (ASTM) F1487-17, "Standard Consumer Safety Performance Specification for Playground Equipment for Public Use," ASTM International, West Conshohocken, PA, 2017, [www.astm.org](http://www.astm.org/cgi-bin/resolver.cgi?F1487), available at: <http://www.astm.org/cgi-bin/resolver.cgi?F1487>, (incorporated by reference);
 - 1.1.7 State of Connecticut, Department of Administrative Services, "Connecticut School Construction Standards and Guidelines," dated September 22, 2016, consisting of 182 pages, available at: <https://portal.ct.gov/-/media/DAS/Office-of-School-Construction-Grants/Task-113---Office-of-School-Construction-Grants-and-Review/CT-Standards-and-Guidelines/CT-Standards-and-Guidelines-APPRVD-09-22-2016.pdf?la=en>, (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 State of Connecticut Prevailing Wage Rate documentation dated January 11, 2022 and related Important Information document, consisting of 10 pages (attached hereto);
 - 1.1.12 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);
 - 1.1.13 Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (incorporated by reference);
 - 1.1.14 All permits and licenses (incorporated by reference) and;
 - 1.1.15 Any and all amendment(s) and Change Orders issued by the City after execution of agreement (incorporated by reference).

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the 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 This Contract
- 1.2.3 Creative Recreation Quotation dated February 11, 2022
- 1.2.4 Drawings and Site Map
- 1.2.5 Contract Amendment(s) and Change Orders

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. If applicable, the Contractor agrees to comply with any and all background check requirements as may be required by the State and/or City.

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.

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.

2.3.1 Compliance with COVID-19 Policies and Orders. The Firm/Contractor agrees to comply with all applicable Federal, State and City policies, orders, laws, and regulations in regard to COVID-19, including but not limited to State of Connecticut Executive Order No. 13G and shall provide the District with the appropriate documentation and attestations.

2.4. Criminal Background Check and DCF Registry Check. The Contractor shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students Present, that will or may have direct contact with a Student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Contractor shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal

National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Contractor shall not permit any person with a disqualifying criminal history to have direct contact with a student.

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

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

3.1. Due Diligence Obligation. The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with this 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 quotation it reviewed or was afforded the 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 quotation and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its quotation shall be borne by the Contractor. Furthermore, the Contractor had the opportunity to ask questions it saw fit and to review any 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 quotation. In the event the Contractor failed to disclose any such new cost prior to the submittal of its quote, 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 and of the City's relevant documents or these Contract Documents or had the opportunity to do so prior to execution of this Agreement.

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 of 7:00 a.m. and 6:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times. This provision shall not excuse the Contractor from timely performance under the Contract.

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

3.6. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

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

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

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

3.9. Subsurface/Unknown Site Conditions. If Project site conditions are encountered which are (i) subsurface or otherwise concealed physical conditions or other conditions which differ materially from those indicated in the Contract Documents, or (ii) unknown conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent or common in construction

activities of the character provided for in this Contract, then prompt notice by the observing party shall be given to the other party to this Contract before Project site conditions may be disturbed. The Contractor shall thereafter wait for written instructions from the City before proceeding with regard to such conditions.

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

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

3.12. Manufacturer's Directions. Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by the Contractor shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the Project site. 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 **ninety (90) consecutive calendar days** of the City's written Notice to Proceed and shall reach Final Completion within **one hundred twenty (120) 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 insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.

5.2.1.1 The Contractor shall pay to the City the sum of the greater of **Five Hundred Dollars (\$500.00)** per calendar day for each and every consecutive 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. The Contractor agrees the below fee schedule includes applicable prevailing wages.

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **One Hundred Nine Thousand, Nine Hundred Ninety Eight Dollars and Ninety Cents (\$109,998.90)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Quote set forth in Attachment A's "Contractor's Quotation #011322, dated December 13, 2022," which is summarized below:

6.1.1 3-5 Play Area	\$85,627.00
CT DAS State Contract Discount	<u>(-\$15,552.00)</u>
3-5 Play Area Subtotal:	\$70,075.00
10% Owner-Controlled Contingency*.....	\$7,007.50
5-12 Play Area Total	\$77,082.50
6.1.2. Sensory Area	\$38,879.00
CT DAS State Contract Discount #17PSX0081.....	<u>(-\$8,955.00)</u>
Sensory Area Subtotal:.....	\$29,924.00
10% Owner-Controlled Contingency*	\$2,992.40
Sensory Area Subtotal:	\$32,916.40
6.1.3 TOTAL International School Playgrounds	\$109,998.90

**The Owner-Controlled Contingency set forth above, shall only be used upon written prior approval of an authorized representative of 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%)** 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. Quote or Proposal Costs. All costs of the Contractor in preparing its quote for this Project 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, etc. furnished under this Contract shall be new and of good

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

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

8. Passing of Title and Risk of Loss.

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

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

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

9. Indemnification.

9.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them

may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; (iii) enforcement action or any claim for breach of the Contractor's duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

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

9.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

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

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

10. Contract Bonds. The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a penal sum equaling the Section 6 "Total Compensation" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of (i) the warranty period set forth in Section 7 of this Contract, or (ii) 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 Each 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.

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 Builder's Risk Insurance/Installation Floater Insurance:

\$1,000,000.000 Each Occurrence

OR Limits Equaling the Value 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 any and all subsequent Contract changes. This insurance shall include the interests of the City, the Contractor and any 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.

11.5. 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 its Board of Education are listed as Additional Insured on a primary and non-contributory basis on all policies except Worker's Compensation and Professional**

Liability, All policies shall include a Waiver of Subrogation except Builder's Risk and Professional Liability." The City's information and identifying project information 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.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, sexual orientation, 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"):

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).

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 either Party's 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, 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 the schedule set forth in Section 5 of this Contract.

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

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

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

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

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

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

21. Interest of City Officials. No member of the governing bodies of the City, and no other

officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

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

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

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

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

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

27. Changes in the Project: Change Orders.

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

Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

27.2. Procedures.

27.2.1 The Contractor's Response to a Change Request.

- i. Within thirty (30) calendar days after receipt of a request by the City for any such change or such other period of time as the Parties may mutually agree to in writing, the Contractor shall submit to the City a proposal describing any changes in Contract Milestones or Contract completion dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.
- ii. To the extent that additional cost or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request.

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

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

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

such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.

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

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) State of Connecticut, Department of Administrative Services Contract No. 17PSX0081; (ii) Contractor's Quotation #011322 dated January 13, 2022; (iii) Play area Drawings dated September 8, 2021, prepared by Creative Recreation; and (iv) the State of Connecticut, U.S. Consumer Product Safety Commission, and American Society for Testing and Materials (ASTM) publications pertaining to school construction, playground safety, and playground equipment materials and testing, respectively, as relates to this Project. Said historical documents are all 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:	Creative Recreation, LLC By hand: 131-5 Day Street, Newington, Connecticut 06111 By mail: P.O. Box 330235 West Hartford, Connecticut 06133
City:	City of Waterbury Dept. of Education, School Inspector's Office Chase Municipal Building 236 Grand Street Waterbury, CT 06702
With a copy to:	City of Waterbury Office of the Corporation Counsel 235 Grand Street, 3 rd Floor 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 INTEREST"]].

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

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

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

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

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

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

- 35.1 Additional Work:** Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.
- 35.2 Bid or Proposal:** The form on which the bidder is to submit a bid for the Work contemplated.
- 35.3 Bidder:** 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, (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 in the Department of Education.

[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:

CREATIVE RECREATION, LLC

Sign: Tracey B. Hollerbach
Print Name: Tracey B. Hollerbach

By: [Signature]
Print Name: John W. Hollerbach

Sign: [Signature]
Print Name: John Ciccarello

Its: PRESIDENT
(Title)

Date: 2/15/22

ATTACHMENT A

1. State of Connecticut, Department of Administrative Services, Contract No. 17PSX0081 for Playground, Recreation and Park Equipment, as amended and supplemented, ("State Contract") (incorporated by reference);
2. Creative Recreation's Quotation #011322, dated February 11, 2022, consisting of 2 pages (attached hereto);
3. "Drawings" and picture, prepared by Creative Recreation, dated September 8, 2021, consisting of 2 pages (as revised), for one preschool age children (3-5) Playground at International School and a sensory play area (attached hereto);
4. Site Map, consisting of 1 page (attached hereto);
5. U.S. Consumer Product Safety Commission's "Public Playground Safety Handbook," Publication No. 325, 2010 Edition, consisting of 61 pages, available at: <https://www.cpsc.gov/s3fs-public/325.pdf>; (incorporated by reference);
6. American Society of Testing and Materials' (ASTM) F1487-17, "Standard Consumer Safety Performance Specification for Playground Equipment for Public Use," ASTM International, West Conshohocken, PA, 2017, [www.astm.org](http://www.astm.org/cgi-bin/resolver.cgi?F1487), available at: <http://www.astm.org/cgi-bin/resolver.cgi?F1487>, (incorporated by reference);
7. State of Connecticut, Department of Administrative Services, "Connecticut School Construction Standards and Guidelines," dated September 22, 2016, consisting of 182 pages, available at: <https://portal.ct.gov/-/media/DAS/Office-of-School-Construction-Grants/Task-113---Office-of-School-Construction-Grants-and-Review/CT-Standards-and-Guidelines/CT-Standards-and-Guidelines-APPRVD-09-22-2016.pdf?la=en>, (incorporated by reference);
8. Contractor's Certificate of Insurance (attached hereto or otherwise incorporated by reference);
9. Contractor's Performance Bond (attached hereto or otherwise incorporated by reference);
10. Contractor's Payment Bond (attached hereto or otherwise incorporated by reference);
11. State of Connecticut Prevailing Wage Rate documentation dated January 11, 2022 and related Important Information document, consisting of 10 pages (attached hereto);
12. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);
13. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (incorporated by reference);
14. All permits and licenses (incorporated by reference) and;
15. Any and all amendment(s) and Change Orders issued by the City after execution of agreement (incorporated by reference).



QUOTATION #011322

To:

Waterbury Public Schools
236 Grand Street
Waterbury, CT 06702
Attn: Rochdi Maghfour

Date
Project
Phone
Email

2/11/2022
International School
203-574-8031
rmaghfour@waterbury.k12.ct.us

We propose to furnish and install the following described materials:

Qty	Item #	PLAYSCAPE AREA	Price Total
1	Playground	Miracle Kids Choice Playground	31,104.00
1	Discount	DAS State Discount	-15,552.00
1	Fence	4' High Chain Link Fence three sides of playground	5,244.00
1	Install	Factory Authorized Installation	12,000.00
1	Site	Excavate and Prepare Site to Accept Safety Surfacing	9,078.00
1	Curb	Concrete Perimeter Curb	5,016.00
1	Surface	IPEMA Certified Synthetic Turf Safety Surfacing	21,635.00
1	Frt	Material Freight	1,550.00
1	Total	Project Total	\$70,075.00
Qty	Item #	SENSORY AREA	Price Total
1	Playground	Miracle Mini-City	17,910.00
1	Discount	DAS State Discount	-8,955.00
1	Install	Factory Authorized Installation	6,159.00
1	Site	Excavate and Prepare Site to Accept Safety Surfacing	4,260.00
1	Surface	IPEMA Certified Synthetic Turf Safety Surfacing	9,000.00
1	Frt	Material Freight	1,550.00
1	Total	Project Total	\$29,924.00

PAYMENT TERMS: PURCHASE AND INSTALLATION OF EQUIPMENT*

Government Agencies:

- Net 30 from original invoice with approved credit

All others: (three installments)

- All payments will be made to Creative Recreation LLC.
- Payment of 1/3 down on total invoice enters the order (irrevocable letter of credit required for new customer, established customer must be in good standing).
- Payment of 1/3 original invoice due at time of receipt of goods
- **Balance due upon completion of installation with company check**
- Tax exempt certificate required with order, if applicable; otherwise taxes are the customer's responsibility.
- Creative Recreation reserves the right to require 50% down on custom orders
- Cancellations are ONLY accepted with the approval of Creative Recreation. All cancellations will carry a minimum of 25% restocking charge.

_____ Please Initial Here

2/11/2022

Page 1 of 2

IF QUOTING INSTALLATION, PRICE ASSUMES:

- Normal soil conditions (must meet or exceed 2000PSF). Abnormal conditions include, but are not limited to stump dumps, ledge and underground springs.
- Easy ACCESS to site with trucks (Any re-seeding or repair required if trucks cross landscaping, sidewalks or grass areas are the responsibility of the customer unless otherwise noted.) Access to power and water.
- NO allowance for moving or repairing any underground utility lines such as electrical, telephone, gas, water or sprinkler lines that may be encountered during installation operations
- NO rock excavation. Any additional cost incurred as a result of hard rock conditions requiring extra equipment, or for utility removal or repair resulting in delay is the responsibility of the customer, unless these conditions are detailed on as built site drawings and initialed by all parties or are marked on the ground prior to quotation, fabrication and installation.

OWNER SITE PREPARATION AND MAINTENANCE ISSUES

Owner must provide safety fencing to be used by installer around the site. Desired small grade includes sod removal and flat/level surface with drainage. **DO NOT INSTALL DRAIN ROCK OR SPREAD SAFETY SURFACE PRIOR TO INSTALLATION.** Owner MUST call underground utilities prior to excavation and obtain all approvals/permits. Owner is responsible for keeping children off the playground for 72 hours to allow cement to set. It is the responsibility of the owner to maintain safety surfacing. It is suggested that the owner schedule regular safety and maintenance inspections of the equipment. Please note that this document is not intended to cover all owner responsibilities.

DELIVERY INFORMATION

Whenever possible, the customer will be given a 24 hour notice of delivery on a Miracle truck. Allow four to six weeks for delivery (or less) after receipt of order and deposit. Assistance is needed to unload (3 to 4 capable adults to assist the driver). Delivery point should be in close proximity to the construction site in a secured area. Equipment should be inventoried carefully after unloading. Any discrepancies should be noted on both copies of the freight bill and immediately brought to the attention of Creative Recreation. Visible damage to any piece of equipment should also be detailed on the freight bill. When inspecting, care should be given to minimize tearing of packaging. Packaging for any damaged product should NOT be discarded. If possible, damaged product should be returned in its original packaging. If concealed damage is found, contact Creative Recreation within one week of delivery to ensure that reporting procedures can be followed in a timely manner.

Quote good for 30 days, subject to review thereafter

This quotation, after acceptance by the buyer and when thereafter approved in writing by an authorized official of the seller, will become a contract. Until so approved, it is not a contract and is not binding on the seller in any way. If buyer does not give acceptance within 30 days, this quotation is subject to possible price revision. Signature will not substitute for a Purchase Order if a Purchase Order is required by customer.

Creative Recreation LLC

John W. Hollerbach

Accepted By:

Printed Name of Buyer

Approved by:

John W. Hollerbach

Authorized Signature

Authorized Signature

Date:

Title: President

Date: 2/11/2022

Unless otherwise provided as a special term, all shipments are F.O.B. seller's plant, Monett, MO.
Allow at least four weeks for delivery upon receipt of order and any applicable deposit.

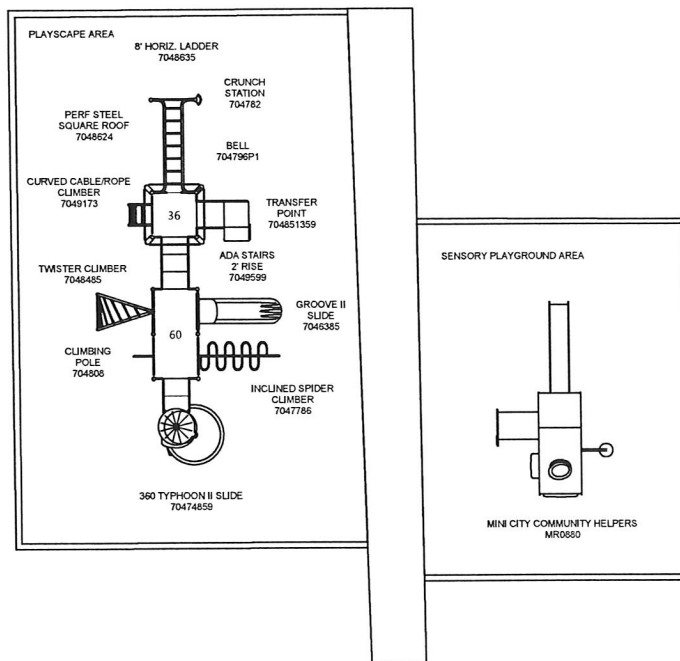


P.O. Box 330235 · West Hartford, Connecticut 06133
Tel 860.953.5336 · Fax 860.953.5337 · www.creativerec.com

____ Please Initial Here

2/11/2022

Page 2 of 2



CREATIVE RECREATION
135 Day Street
Newington, CT
PHONE NO. (860) 953-5336
FAX NO. (860) 953-5337

INTERNATIONAL SCHOOL

☒ COMPLIES TO ASTM/CPSC
☒ COMPLIES TO ADA

To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

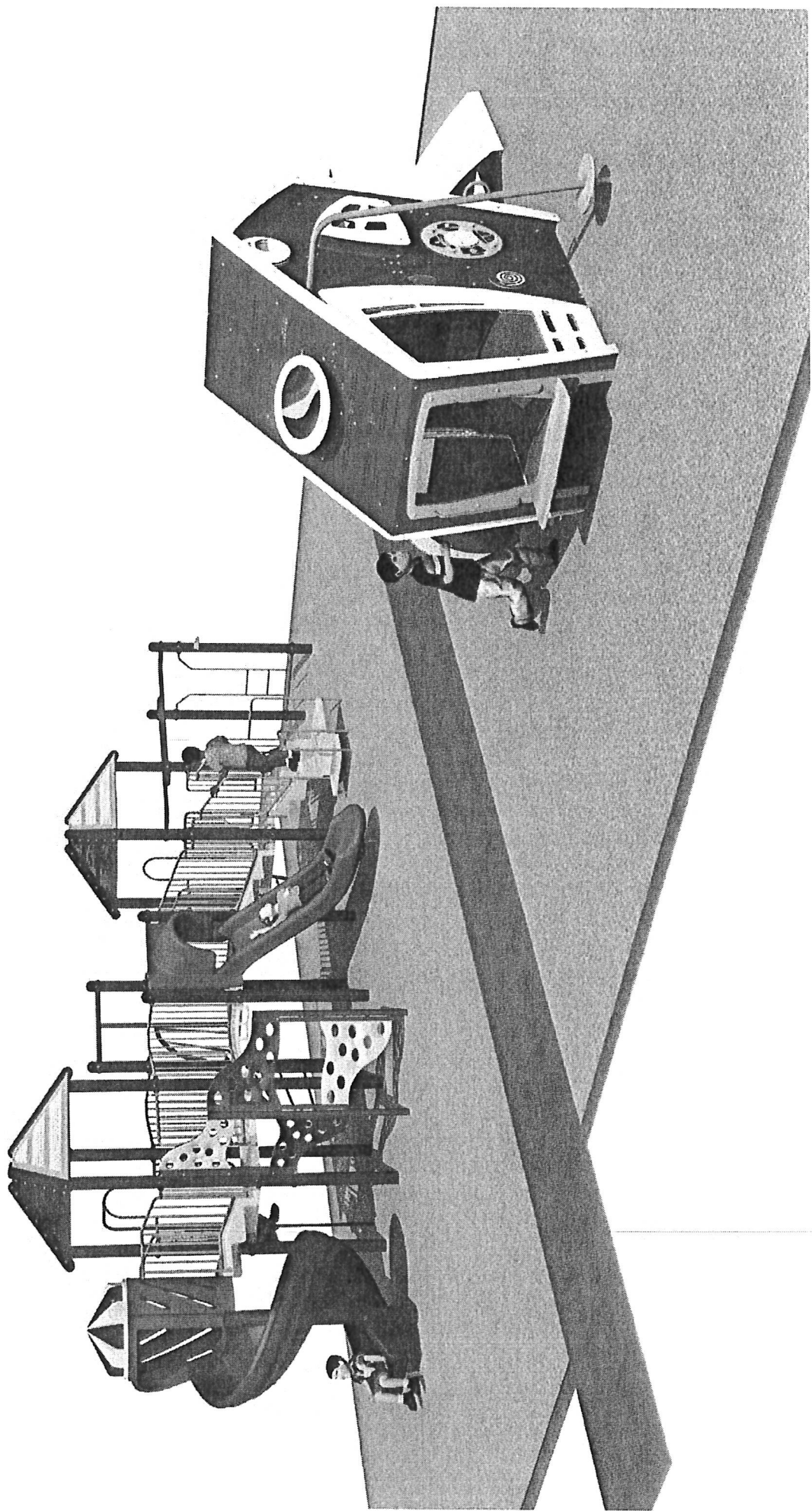
AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS

GROUND SPACE: 45'-6" x 35'-0"

PROTECTIVE AREA: 58'-6" x 48'-6"

DRAWN BY: John Ciccarello

DATE: 9/8/2021



9/2019





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/05/2022

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).

PRODUCER Wentworth-DeAngelis, Inc. 20 Batterson Park Rd, Ste 120 Farmington CT 06032	CONTACT NAME: Amie Buonome PHONE (A/C, No, Ext): (860) 676-3073 FAX (A/C, No): (860) 676-2217 E-MAIL ADDRESS: amie@wdkinsurance.com
INSURED Creative Recreation, LLC 135 Day Street Newington CT 06111	INSURER(S) AFFORDING COVERAGE INSURER A: Everest National Insurance Compan INSURER B: Arbella Insurance Group INSURER C: Kinsale Insurance Company INSURER D: ACE American Insurance Company INSURER E: The Ohio Casualty Ins Co INSURER F:

COVERAGES CERTIFICATE NUMBER: 21/22 Master 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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	CF4GL01074-211	03/21/2021	03/21/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	1020074408-04	06/04/2021	06/04/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	0100064035-3	03/21/2021	03/21/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
D	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 N	N/A	2E29876	05/17/2021	05/17/2022	<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
E	Installation Floater			1BMO 21 60915328	01/29/2021	01/29/2022	Jobsite Limit 100,000 Max Jobsite Limit 100,000 Deductible 500

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

Project: Playground Installation @ International School

CERTIFICATE HOLDER

CANCELLATION

City of Waterbury Board of Education	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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Project: Installation of Two (2) School Playgrounds (International School) (Waterbury)

**Minimum Rates and Classifications for
Heavy/Highway Construction**

ID#: 22-30516

**Connecticut Department of Labor
Wage and Workplace Standards Division**

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: Waterbury

Project Town: Waterbury

State#: Waterbury

FAP#: Waterbury

Project: Installation of Two (2) School Playgrounds (International School) (Waterbury)

CLASSIFICATION	Hourly Rate	Benefits
1) Boilermaker	33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	36.45	34.44
2) Carpenters, Piledrivermen	35.57	25.65
2a) Diver Tenders	35.57	25.65
3) Divers	44.03	25.65
03a) Millwrights	35.64	26.49
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	54.0	22.90
4a) Painters: Brush and Roller	36.42	22.90
4b) Painters: Spray Only	39.42	22.90
4c) Painters: Steel Only	38.42	22.90
4d) Painters: Blast and Spray	39.42	22.90
4e) Painters: Tanks, Tower and Swing	38.42	22.90

As of: January 11, 2022

Project: Installation of Two (2) School Playgrounds (International School) (Waterbury)

5) Electrician (Trade License required: E-1,2 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
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	38.17	38.02 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (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
----LABORERS----		
8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	31.5	23.25
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	31.75	23.25
10) Group 3: Pipelayers	32.0	23.25
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	32.0	23.25
12) Group 5: Toxic waste removal (non-mechanical systems)	33.5	23.25
13) Group 6: Blasters	33.25	23.25
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	32.5	23.25
Group 8: Traffic control signalmen	18.0	23.25
Group 9: Hydraulic Drills	32.25	23.25
----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.----		
13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	33.73	23.25 + a
13b) Brakemen, Trackmen	32.76	23.25 + a
----CLEANING, CONCRETE AND CAULKING TUNNEL----		

As of: January 11, 2022

Project: Installation of Two (2) School Playgrounds (International School) (Waterbury)

14) Concrete Workers, Form Movers, and Strippers	32.76	23.25 + a
15) Form Erectors	33.09	23.25 + a
----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----		
16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	32.76	23.25 + a
17) Laborers Topside, Cage Tenders, Bellman	32.65	23.25 + a
18) Miners	33.73	23.25 + a
----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ----		
18a) Blaster	40.22	23.25 + a
19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	40.02	23.25 + a
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	38.04	23.25 + a
21) Mucking Machine Operator	40.81	23.25 + a
----TRUCK DRIVERS----(*see note below)		
Two axle trucks	30.16	27.16 + a
Three axle trucks; two axle ready mix	30.27	27.16 + a
Three axle ready mix	30.33	27.16 + a
Four axle trucks, heavy duty trailer (up to 40 tons)	30.39	27.16 + a
Four axle ready-mix	30.44	27.16 + a
Heavy duty trailer (40 tons and over)	30.66	27.16 + a

As of: January 11, 2022

Project: Installation of Two (2) School Playgrounds (International School) (Waterbury)

Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	30.44	27.16 + a
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----POWER EQUIPMENT OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over, Tunnel Boring Machines. (Trade License Required)	43.88	25.80 + a
Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	43.53	25.80 + a
Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), 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 Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	42.72	25.80 + a
Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper)	42.3	25.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; 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	41.65	25.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	41.65	25.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	41.31	25.80 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24	40.94	25.80 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	40.51	25.80 + a
Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder).	40.04	25.80 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	37.81	25.80 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	37.81	25.80 + a
Group 12: Wellpoint Operator.	37.74	25.80 + a

As of: January 11, 2022

Project: Installation of Two (2) School Playgrounds (International School) (Waterbury)

Group 13: Compressor Battery Operator.	37.11	25.80 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	35.87	25.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	35.43	25.80 + a
Group 16: Maintenance Engineer/Oiler	34.72	25.80 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	39.42	25.80 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	36.77	25.80 + a

****NOTE: SEE BELOW**

----LINE CONSTRUCTION----(Railroad Construction and Maintenance)---

-

20) Lineman, Cable Splicer, Technician	48.19	6.5% + 22.00
21) Heavy Equipment Operator	42.26	6.5% + 19.88
22) Equipment Operator, Tractor Trailer Driver, Material Men	40.96	6.5% + 19.21
23) Driver Groundmen	26.5	6.5% + 9.00
23a) Truck Driver	40.96	6.5% + 17.76

----LINE CONSTRUCTION----

24) Driver Groundmen	30.92	6.5% + 9.70
25) Groundmen	22.67	6.5% + 6.20
26) Heavy Equipment Operators	37.1	6.5% + 10.70
27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20

As of: January 11, 2022

Project: Installation of Two (2) School Playgrounds (International School) (Waterbury)

28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45
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As of: January 11, 2022

Project: Installation of Two (2) School Playgrounds (International School) (Waterbury)

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

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)**
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson**
- 3) Cranes (under 100 ton rated capacity)**

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.

~~Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing

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.

As of: January 11, 2022

Project: Installation of Two (2) School Playgrounds (International School) (Waterbury)

--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: January 11, 2022

Important Information:

For use with Building, Heavy/Highway, and Residential

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.

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson
- 3) Cranes (under 100 ton rated capacity)

Crane with boom including jib, 150 feet - \$1.50 extra.

Crane with boom including jib, 200 feet - \$2.50 extra.

Crane with boom including jib, 250 feet - \$5.00 extra.

Crane with boom including jib, 300 feet - \$7.00 extra.

Crane with boom including jib, 400 feet - \$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 one apprentice in a specific trade.

Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work

- 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.ctdol.state.ct.us.
- 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.

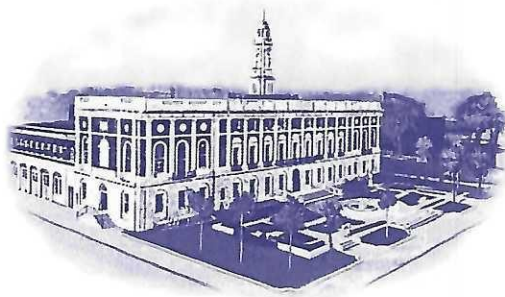
Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage.

- All Persons 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.

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

To: Mike Konopka, School Inspector

From: Kevin McCaffery, Director of Purchasing 

Subject: Contract with Creative Recreation, LLC for Playground Improvements

Date: December 14, 2021

Creative Recreation, LLC currently has a State of Connecticut Contract 17PSX0081 for Playground, Recreation and Park Equipment. The Purchasing Ordinance per § 38.130 COOPERATIVE PURCHASING AUTHORIZED allows the City of Waterbury to participate in any joint purchase program administrated by the State of Connecticut. All purchasing requirements have been met so therefore we can enter into a contract with Creative Recreation, LLC.



QUOTATION #090921

To:

Waterbury Public Schools
236 Grand Street
Waterbury, CT 06702
Attn: Rochdi Maghfour

Date
Project
Phone
Email

9/9/21
International School
203-574-8031
rmaghfour@waterbury.k12.ct.us

We propose to furnish and install the following described materials:

Qty	Item #	5-12 PLAY AREA	Price Total
1	Playground	Miracle Kids Choice Playground	44,301.00
1	Discount	DAS State Discount	-13,290.00
1	Fence	4' High Chain Link Fence three sides of playground	5,244.00
1	Install	Factory Authorized Installation	-16,835.00
1	Site	Excavate and Prepare Site to Accept Safety Surfacing	9,078.00
1	Curb	Concrete Perimeter Curb	5,016.00
1	Surface	IPEMA Certified Rubber Poured-In-Place Safety Surfacing	24,208.00
1	Frt	Material Freight	3,050.00
1	Total	Project Total	\$60,772.00
Qty	Item #	PRESCHOOL AREA	Price Total
1	Playground	Miracle Mini-City	17,910.00
1	Discount	DAS State Discount	-5,373.00
1	Fence	4' High Chain Link Fence Around Playground w/ Gate	5,280.00
1	Install	Factory Authorized Installation	6,805.00
1	Site	Excavate and Prepare Site to Accept Safety Surfacing	4,260.00
1	Curb	Concrete Perimeter Curb	3,476.00
1	Surface	IPEMA Certified Rubber Poured-In-Place Safety Surfacing	11,360.00
1	Frt	Material Freight	2,457.00
1	Total	Project Total	\$46,175.00

PAYMENT TERMS: PURCHASE AND INSTALLATION OF EQUIPMENT*

Government Agencies:

- Net 30 from original invoice with approved credit

All others: (three installments)

- All payments will be made to Creative Recreation LLC.
- Payment of 1/3 down on total invoice enters the order (irrevocable letter of credit required for new customer, established customer must be in good standing).
- Payment of 1/3 original invoice due at time of receipt of goods
- **Balance due upon completion of installation with company check**
- Tax exempt certificate required with order, if applicable; otherwise taxes are the customer's responsibility.
- Creative Recreation reserves the right to require 50% down on custom orders
- Cancellations are ONLY accepted with the approval of Creative Recreation. All cancellations will carry a minimum of 25% restocking charge.

***UNLESS OTHERWISE NOTED**, quote **does not** include installation, supervision, prevailing wages, freight, freight surcharges, permits, state or local approvals, performance bond, engineering seals, testing, site preparation, removal of excess dirt, dumpster fee, borders, safety surfacing, *unloading, storage*, security, fencing, plumbing and landscaping. Payment due Creative Recreation for any additional items is customer's responsibility and must be included with final payment.

IF QUOTING INSTALLATION, PRICE ASSUMES:

- Normal soil conditions (must meet or exceed 2000PSF). Abnormal conditions include, but are not limited to stump dumps, ledge and underground springs.
- Easy ACCESS to site with trucks (Any re-seeding or repair required if trucks cross landscaping, sidewalks or grass areas are the responsibility of the customer unless otherwise noted.) Access to power and water.
- NO allowance for moving or repairing any underground utility lines such as electrical, telephone, gas, water or sprinkler lines that may be encountered during installation operations
- NO rock excavation. Any additional cost incurred as a result of hard rock conditions requiring extra equipment, or for utility removal or repair resulting in delay is the responsibility of the customer, unless these conditions are detailed on as built site drawings and initialed by all parties or are marked on the ground prior to quotation, fabrication and installation.

OWNER SITE PREPARATION AND MAINTENANCE ISSUES

Owner must provide safety fencing to be used by installer around the site. Desired small grade includes sod removal and flat/level surface with drainage. DO NOT INSTALL DRAIN ROCK OR SPREAD SAFETY SURFACE PRIOR TO INSTALLATION. Owner MUST call underground utilities prior to excavation and obtain all approvals/permits. Owner is responsible for keeping children off the playground for 72 hours to allow cement to set. It is the responsibility of the owner to maintain safety surfacing. It is suggested that the owner schedule regular safety and maintenance inspections of the equipment. Please note that this document is not intended to cover all owner responsibilities.

DELIVERY INFORMATION

Whenever possible, the customer will be given a 24 hour notice of delivery on a Miracle truck. Allow four to six weeks for delivery (or less) after receipt of order and deposit. Assistance is needed to unload (3 to 4 capable adults to assist the driver). Delivery point should be in close proximity to the construction site in a secured area. Equipment should be inventoried carefully after unloading. Any discrepancies should be noted on both copies of the freight bill and immediately brought to the attention of Creative Recreation. Visible damage to any piece of equipment should also be detailed on the freight bill. When inspecting, care should be given to minimize tearing of packaging. Packaging for any damaged product should NOT be discarded. If possible, damaged product should be returned in its original packaging. If concealed damage is found, contact Creative Recreation within one week of delivery to ensure that reporting procedures can be followed in a timely manner.

Quote good for 30 days, subject to review thereafter

This quotation, after acceptance by the buyer and when thereafter approved in writing by an authorized official of the seller, will become a contract. Until so approved, it is not a contract and is not binding on the seller in any way. If buyer does not give acceptance within 30 days, this quotation is subject to possible price revision. Signature will not substitute for a Purchase Order if a Purchase Order is required by customer.

Creative Recreation LLC

John W. Hollerbach

Accepted By:

Printed Name of Buyer

Approved by:

John W. Hollerbach

Authorized Signature

Authorized Signature

Date:

Title: President

Date: 9/9/2021

Unless otherwise provided as a special term, all shipments are F.O.B. seller's plant, Monett, MO.
Allow at least four weeks for delivery upon receipt of order and any applicable deposit.



P.O. Box 330235 · West Hartford, Connecticut 06133
Tel 860.953.5336 · Fax 860.953.5337 · www.creativerec.com

____ Please Initial Here

9/9/2021

Page 2 of 2



Miracle Recreation Equip. Co.
878 E. US Hwy 60
Monett, MO 65708
1-888-458-2752

QUOTE: R0071213606

Prepared For:

Rochdi
Waterbury Public School
236 Grand ST
Waterbury, CT 06702
203-574-8031 (phone)
rmaghfour@waterbury.k12.ct.us

Project Name & Location:

Prepared by:

PETTINELLI AND ASSOCIATES

PO BOX 5814
BURLINGTON, VT 05401
(800) 775-8154 (phone)
(802) 862-3112 (fax)
PLAYGRDBOB@AOL.COM

Ship To Address:

Rochdi
Waterbury Public School
236 Grand ST
Waterbury, CT 06702
203-574-8031 (phone)
rmaghfour@waterbury.k12.ct.us

End User:

Quote Number: R0071213606
Quote Date: 12/13/2021
Valid For: 30 Days From Quote Date

PlayArea_Q1

Product line: TotsChoiceX
Age group:

Components

Part Number	Description	Qty	Weight	Unit Price	Total
TCXMC	TOTS X PLAYGROUND W MINI CITY	1	0.00	49,014.00	49,014.00

Parts By Other

Part Number	Description	Qty	Weight	Unit Price	Total
CB	CONCRETE CURB	1	0.00	5,703.00	5,703.00
FC	FENCE 4' CHAIN LINK FENCE - THREE SIDE WITH GATE	1	0.00	6,145.00	6,145.00
SP	SITE PREP FOR SAFETY SURFACING	1	0.00	14,499.00	14,499.00
SURFACE	ENGINEERED WOOD FIBER	1	0.00	32,875.00	32,875.00

Totals:

Equipment Weight:	0.00 lbs
Equipment List:	\$49,014.00
Discount Amount:	-\$24,000.00
Equipment Price:	\$25,014.00
Freight:	\$3,100.00 Code: Needed
Installation:	\$23,000.00
Products by Other:	\$59,222.00
SubTotal:	\$110,336.00
Estimated Sales Tax*:	\$0.00
Grand Total:	\$110,336.00

Notes:

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

Quote Number: R0071213606 **Quote Date:** 12/13/2021 **Equipment:** \$49,014.00 **Grand Total:** \$110,336.00

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By

Printed Name and Title

Date

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT

By:

Date:

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR

12/13/2021

QUOTE: R0071213606

Page 2 of 3

INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Rev E 021815



QUOTATION #090921

To:

Waterbury Public Schools
236 Grand Street
Waterbury, CT 06702
Attn: Rochdi Maghfour

Date
Project
Phone
Email

9/9/21
International School
203-574-8031
rmaghfour@waterbury.k12.ct.us

We propose to furnish and install the following described materials:

Qty	Item #	5-12 PLAY AREA	Price Total
1	Playground	Miracle Kids Choice Playground	44,301.00
1	Discount	DAS State Discount	-13,290.00
1	Fence	4' High Chain Link Fence three sides of playground	5,244.00
1	Install	Factory Authorized Installation	-16,835.00
1	Site	Excavate and Prepare Site to Accept Safety Surfacing	9,078.00
1	Curb	Concrete Perimeter Curb	5,016.00
1	Surface	IPEMA Certified Rubber Poured-In-Place Safety Surfacing	24,208.00
1	Frt	Material Freight	3,050.00
1	Total	Project Total	\$60,772.00
Qty	Item #	PRESCHOOL AREA	Price Total
1	Playground	Miracle Mini-City	17,910.00
1	Discount	DAS State Discount	-5,373.00
1	Fence	4' High Chain Link Fence Around Playground w/ Gate	5,280.00
1	Install	Factory Authorized Installation	6,805.00
1	Site	Excavate and Prepare Site to Accept Safety Surfacing	4,260.00
1	Curb	Concrete Perimeter Curb	3,476.00
1	Surface	IPEMA Certified Rubber Poured-In-Place Safety Surfacing	11,360.00
1	Frt	Material Freight	2,457.00
1	Total	Project Total	\$46,175.00

PAYMENT TERMS: PURCHASE AND INSTALLATION OF EQUIPMENT*

Government Agencies:

- Net 30 from original invoice with approved credit

All others: (three installments)

- All payments will be made to Creative Recreation LLC.
- Payment of 1/3 down on total invoice enters the order (irrevocable letter of credit required for new customer, established customer must be in good standing).
- Payment of 1/3 original invoice due at time of receipt of goods
- **Balance due upon completion of installation with company check**
- Tax exempt certificate required with order, if applicable; otherwise taxes are the customer's responsibility.
- Creative Recreation reserves the right to require 50% down on custom orders
- Cancellations are ONLY accepted with the approval of Creative Recreation. All cancellations will carry a minimum of 25% restocking charge.

***UNLESS OTHERWISE NOTED**, quote **does not** include installation, supervision, prevailing wages, freight, freight surcharges, permits, state or local approvals, performance bond, engineering seals, testing, site preparation, removal of excess dirt, dumpster fee, borders, safety surfacing, *unloading, storage*, security, fencing, plumbing and landscaping. Payment due Creative Recreation for any additional items is customer's responsibility and must be included with final payment.

IF QUOTING INSTALLATION, PRICE ASSUMES:

- Normal soil conditions (must meet or exceed 2000PSF). Abnormal conditions include, but are not limited to stump dumps, ledge and underground springs.
- Easy ACCESS to site with trucks (Any re-seeding or repair required if trucks cross landscaping, sidewalks or grass areas are the responsibility of the customer unless otherwise noted.) Access to power and water.
- NO allowance for moving or repairing any underground utility lines such as electrical, telephone, gas, water or sprinkler lines that may be encountered during installation operations
- NO rock excavation. Any additional cost incurred as a result of hard rock conditions requiring extra equipment, or for utility removal or repair resulting in delay is the responsibility of the customer, unless these conditions are detailed on as built site drawings and initialed by all parties or are marked on the ground prior to quotation, fabrication and installation.

OWNER SITE PREPARATION AND MAINTENANCE ISSUES

Owner must provide safety fencing to be used by installer around the site. Desired small grade includes sod removal and flat/level surface with drainage. **DO NOT INSTALL DRAIN ROCK OR SPREAD SAFETY SURFACE PRIOR TO INSTALLATION.** Owner MUST call underground utilities prior to excavation and obtain all approvals/permits. Owner is responsible for keeping children off the playground for 72 hours to allow cement to set. It is the responsibility of the owner to maintain safety surfacing. It is suggested that the owner schedule regular safety and maintenance inspections of the equipment. Please note that this document is not intended to cover all owner responsibilities.

DELIVERY INFORMATION

Whenever possible, the customer will be given a 24 hour notice of delivery on a Miracle truck. Allow four to six weeks for delivery (or less) after receipt of order and deposit. Assistance is needed to unload (3 to 4 capable adults to assist the driver). Delivery point should be in close proximity to the construction site in a secured area. Equipment should be inventoried carefully after unloading. Any discrepancies should be noted on both copies of the freight bill and immediately brought to the attention of Creative Recreation. Visible damage to any piece of equipment should also be detailed on the freight bill. When inspecting, care should be given to minimize tearing of packaging. Packaging for any damaged product should NOT be discarded. If possible, damaged product should be returned in its original packaging. If concealed damage is found, contact Creative Recreation within one week of delivery to ensure that reporting procedures can be followed in a timely manner.

Quote good for 30 days, subject to review thereafter

This quotation, after acceptance by the buyer and when thereafter approved in writing by an authorized official of the seller, will become a contract. Until so approved, it is not a contract and is not binding on the seller in any way. If buyer does not give acceptance within 30 days, this quotation is subject to possible price revision. Signature will not substitute for a Purchase Order if a Purchase Order is required by customer.

Creative Recreation LLC

John W. Hollerbach

Accepted By:

Printed Name of Buyer

Approved by:

John W. Hollerbach

Authorized Signature

Authorized Signature

Date:

Title: President

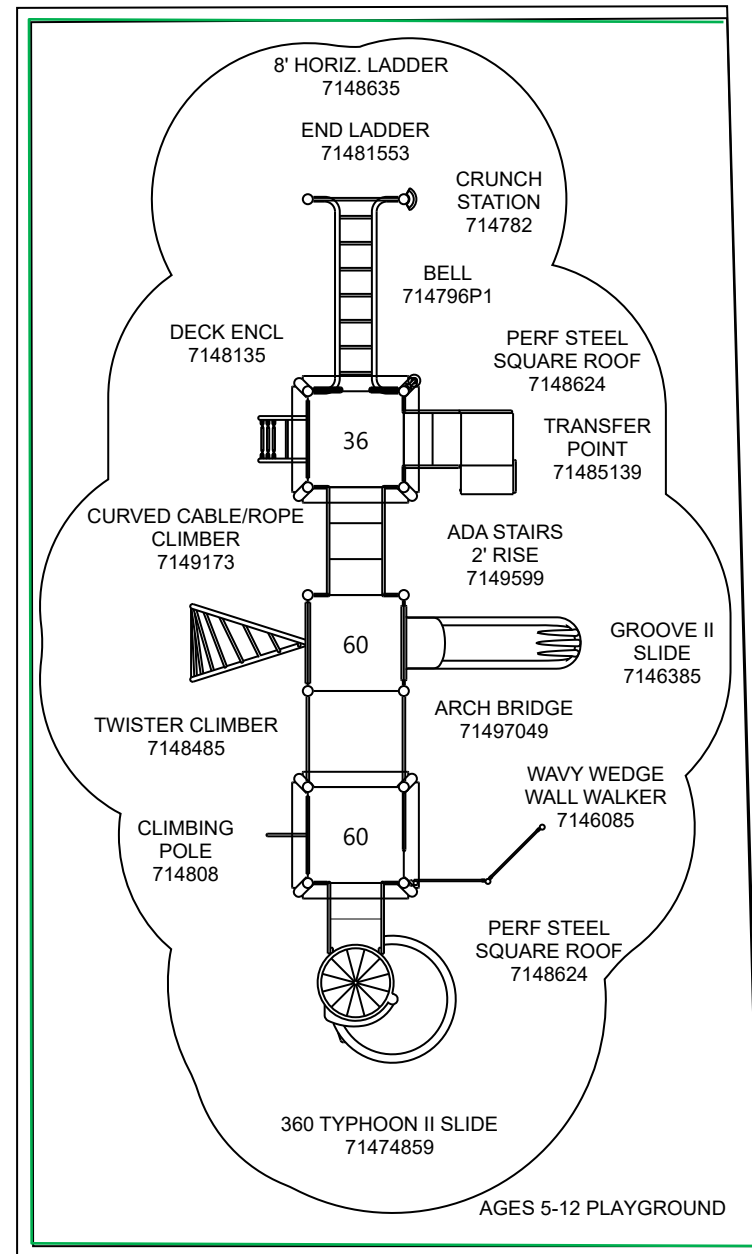
Date: 9/9/2021

Unless otherwise provided as a special term, all shipments are F.O.B. seller's plant, Monett, MO.
Allow at least four weeks for delivery upon receipt of order and any applicable deposit.

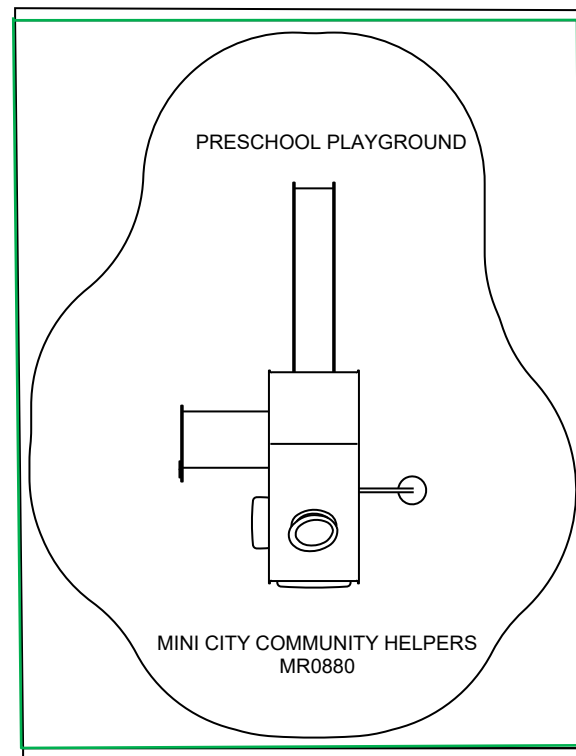




P.O. Box 330235 · West Hartford, Connecticut 06133
Tel 860.953.5336 · Fax 860.953.5337 · www.creativerec.com

— New Fence



EXISTING CONCRETE PATH



CREATIVE RECREATION 135 Day Street Newington,CT		INTERNATIONAL SCHOOL		To promote safe and proper equipment use by children. Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.	THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.	
PHONE NO: (860) 953-5336 FAX NO: (860) 953-5337			COMPLIES TO ASTM/CPSC			
GROUND SPACE: 45'-6" x 36'-6"						
PROTECTIVE AREA: 58'-6" x 51'-6"						
DRAWN BY: John Ciccarello		DATE: 9/8/2021			COMPLIES TO ADA	AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS

9/2019



CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201²⁰²²__)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☐

State Street School - Furnish & intall new playground & rubber safety surfacing

(Service or Commodity Covered by Contract)

120days

(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 201__)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City

☒

None

(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 201²⁰²²__)
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.

Creative Recreation LLC
(Name of Company, if applicable)

John Hollerbach
Signature of Individual (or Authorized Signatory)

1/5/2022
Date

John W. Hollerbach
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:

Creative Recreation LLC

135 Day Street Ste 2

Newington, CT 06111

Print Name and Title of Authorized Representative:

John W. Hollerbach President

Signature of Authorized Representative:

John Hollerbach

Date: 1/5/2022

**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.: _____

County of Hartford

John Hollerbach, being first duly
sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or**
President of Creative Recreation 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				
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**

By: Creative Recreation LLC
Name of General Partner/ Sole Proprietor
135 Day Street Ste 2 Newington, CT 06111
Address of Business

State of Connecticut)
) SS

County of Hartford)

John W. Hollerbach being duly sworn,
President of Creative Recreation LLC
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 5th day of Jan 2022

My Commission Expires: 2/28/2025

Chad Dandewicz
(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 Connecticut)

) SS

County of Hartford

John W. Hollerbach being duly sworn,

deposes and says that he/she is President of Creative Recreation and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this 5th day of Jan 2022.

Cheryl Dandolevics
(Notary Public)

My Commission Expires: 2/20/25



THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office

Date: 1/6/2022

To: Fjorela Cuellari-Accountant III
Department of Education

Subject: Tax Clearance

As of this date, the records in the Tax Collector's Office indicate that the following **is not delinquent**.

Creative Recreation, LLC
135 Day St. Ste. 2
Newington, CT 06111

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
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Submitting Department: BOE

Contact Name: Jerry Gay

Description of Project/Work/Services: Playground installation @International School

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

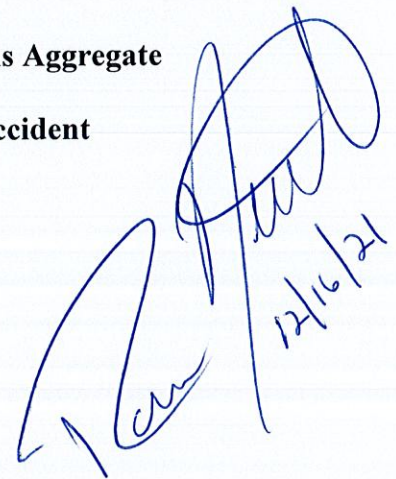
Workers Compensation: **WC Statutory Limits**
 Employer Liability (EL)
 \$1,000,000 EL each Accident
 \$1,000,000 EL Disease each Employee
 \$1,000,000 EL Disease Policy Limits

Excess/ Umbrella Liability: **\$1,000,000 each Occurrence**
 \$1,000,000 Aggregate

Builder's Risk/Installation Floater 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.

Handwritten signature in blue ink, with the date 12/16/21 written vertically next to it.



QUOTATION #090921

To:

Waterbury Public Schools
236 Grand Street
Waterbury, CT 06702
Attn: Rochdi Maghfour

Date
Project
Phone
Email

9/9/21
International School
203-574-8031
rmaghfour@waterbury.k12.ct.us

We propose to furnish and install the following described materials:

Qty	Item #	5-12 PLAY AREA	Price Total
1	Playground	Miracle Kids Choice Playground	44,301.00
1	Discount	DAS State Discount	-13,290.00
1	Fence	4' High Chain Link Fence three sides of playground	5,244.00
1	Install	Factory Authorized Installation	-16,835.00
1	Site	Excavate and Prepare Site to Accept Safety Surfacing	9,078.00
1	Curb	Concrete Perimeter Curb	5,016.00
1	Surface	IPEMA Certified Rubber Poured-In-Place Safety Surfacing	24,208.00
1	Frt	Material Freight	3,050.00
1	Total	Project Total	\$60,772.00
Qty	Item #	PRESCHOOL AREA	Price Total
1	Playground	Miracle Mini-City	17,910.00
1	Discount	DAS State Discount	-5,373.00
1	Fence	4' High Chain Link Fence Around Playground w/ Gate	5,280.00
1	Install	Factory Authorized Installation	6,805.00
1	Site	Excavate and Prepare Site to Accept Safety Surfacing	4,260.00
1	Curb	Concrete Perimeter Curb	3,476.00
1	Surface	IPEMA Certified Rubber Poured-In-Place Safety Surfacing	11,360.00
1	Frt	Material Freight	2,457.00
1	Total	Project Total	\$46,175.00

PAYMENT TERMS: PURCHASE AND INSTALLATION OF EQUIPMENT*

Government Agencies:

- Net 30 from original invoice with approved credit

All others: (three installments)

- All payments will be made to Creative Recreation LLC.
- Payment of 1/3 down on total invoice enters the order (irrevocable letter of credit required for new customer, established customer must be in good standing).
- Payment of 1/3 original invoice due at time of receipt of goods
- **Balance due upon completion of installation with company check**
- Tax exempt certificate required with order, if applicable; otherwise taxes are the customer's responsibility.
- Creative Recreation reserves the right to require 50% down on custom orders
- Cancellations are ONLY accepted with the approval of Creative Recreation. All cancellations will carry a minimum of 25% restocking charge.

***UNLESS OTHERWISE NOTED**, quote **does not** include installation, supervision, prevailing wages, freight, freight surcharges, permits, state or local approvals, performance bond, engineering seals, testing, site preparation, removal of excess dirt, dumpster fee, borders, safety surfacing, *unloading, storage*, security, fencing, plumbing and landscaping. Payment due Creative Recreation for any additional items is customer's responsibility and must be included with final payment.

IF QUOTING INSTALLATION, PRICE ASSUMES:

- Normal soil conditions (must meet or exceed 2000PSF). Abnormal conditions include, but are not limited to stump dumps, ledge and underground springs.
- Easy ACCESS to site with trucks (Any re-seeding or repair required if trucks cross landscaping, sidewalks or grass areas are the responsibility of the customer unless otherwise noted.) Access to power and water.
- NO allowance for moving or repairing any underground utility lines such as electrical, telephone, gas, water or sprinkler lines that may be encountered during installation operations
- NO rock excavation. Any additional cost incurred as a result of hard rock conditions requiring extra equipment, or for utility removal or repair resulting in delay is the responsibility of the customer, unless these conditions are detailed on as built site drawings and initialed by all parties or are marked on the ground prior to quotation, fabrication and installation.

OWNER SITE PREPARATION AND MAINTENANCE ISSUES

Owner must provide safety fencing to be used by installer around the site. Desired small grade includes sod removal and flat/level surface with drainage. DO NOT INSTALL DRAIN ROCK OR SPREAD SAFETY SURFACE PRIOR TO INSTALLATION. Owner MUST call underground utilities prior to excavation and obtain all approvals/permits. Owner is responsible for keeping children off the playground for 72 hours to allow cement to set. It is the responsibility of the owner to maintain safety surfacing. It is suggested that the owner schedule regular safety and maintenance inspections of the equipment. Please note that this document is not intended to cover all owner responsibilities.

DELIVERY INFORMATION

Whenever possible, the customer will be given a 24 hour notice of delivery on a Miracle truck. Allow four to six weeks for delivery (or less) after receipt of order and deposit. Assistance is needed to unload (3 to 4 capable adults to assist the driver). Delivery point should be in close proximity to the construction site in a secured area. Equipment should be inventoried carefully after unloading. Any discrepancies should be noted on both copies of the freight bill and immediately brought to the attention of Creative Recreation. Visible damage to any piece of equipment should also be detailed on the freight bill. When inspecting, care should be given to minimize tearing of packaging. Packaging for any damaged product should NOT be discarded. If possible, damaged product should be returned in its original packaging. If concealed damage is found, contact Creative Recreation within one week of delivery to ensure that reporting procedures can be followed in a timely manner.

Quote good for 30 days, subject to review thereafter

This quotation, after acceptance by the buyer and when thereafter approved in writing by an authorized official of the seller, will become a contract. Until so approved, it is not a contract and is not binding on the seller in any way. If buyer does not give acceptance within 30 days, this quotation is subject to possible price revision. Signature will not substitute for a Purchase Order if a Purchase Order is required by customer.

Creative Recreation LLC

John W. Hollerbach

Accepted By:

Printed Name of Buyer

Approved by:

John W. Hollerbach

Authorized Signature

Authorized Signature

Date:

Title: President

Date: 9/9/2021

Unless otherwise provided as a special term, all shipments are F.O.B. seller's plant, Monett, MO.
Allow at least four weeks for delivery upon receipt of order and any applicable deposit.



P.O. Box 330235 · West Hartford, Connecticut 06133
Tel 860.953.5336 · Fax 860.953.5337 · www.creativerec.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/05/2022

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).

PRODUCER Wentworth-DeAngelis, Inc. 20 Batterson Park Rd, Ste 120 Farmington CT 06032	CONTACT NAME: Amie Buonome PHONE (A/C, No, Ext): (860) 676-3073 FAX (A/C, No): (860) 676-2217 E-MAIL ADDRESS: amie@wdkinsurance.com
INSURED Creative Recreation, LLC 135 Day Street Newington CT 06111	INSURER(S) AFFORDING COVERAGE INSURER A: Everest National Insurance Compan INSURER B: Arbella Insurance Group INSURER C: Kinsale Insurance Company INSURER D: ACE American Insurance Company INSURER E: The Ohio Casualty Ins Co INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 21/22 Master**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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CF4GL01074-211	03/21/2021	03/21/2022	EACH OCCURRENCE \$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000							
	MED EXP (Any one person) \$ 5,000							
	PERSONAL & ADV INJURY \$ 1,000,000							
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	1020074408-04	06/04/2021	06/04/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	BODILY INJURY (Per person) \$							
	BODILY INJURY (Per accident) \$							
	PROPERTY DAMAGE (Per accident) \$							
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	0100064035-3	03/21/2021	03/21/2022	Uninsured motorist \$ 1,000,000	
	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000							
	AGGREGATE \$ 1,000,000							
	\$							
D	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 N	N/A	Y	2E29876	05/17/2021	05/17/2022	<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							
E	Installation Floater			1BMO 21 60915328	01/29/2021	01/29/2022	Jobsite Limit 100,000	
	Max Jobsite Limit 100,000							
	Deductible 500							

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

Project: Playground Installation @ International School

CERTIFICATE HOLDER

City of Waterbury Board of Education

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/05/2022

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PRODUCER
Wentworth-DeAngelis, Inc.
20 Batterson Park Rd, Ste 120
Farmington
CT 06032

CONTACT NAME: Amie Buonome
PHONE (A/C, No, Ext): (860) 676-3073
E-MAIL ADDRESS: amie@wdkinsurance.com
FAX (A/C, No): (860) 676-2217

INSURED
Creative Recreation, LLC
135 Day Street
Newington
CT 06111

INSURER(S) AFFORDING COVERAGE

INSURER A:	Everest National Insurance Company	NAIC #
INSURER B:	Arbella Insurance Group	
INSURER C:	Kinsale Insurance Company	
INSURER D:	ACE American Insurance Company	
INSURER E:	The Ohio Casualty Ins Co	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 21/22 Master

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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B	<input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	1020074408-04	06/04/2021	06/04/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0 OCCUR CLAIMS-MADE	Y Y	0100064035-3	03/21/2021	03/21/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A Y	2E29876	05/17/2021	05/17/2022	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 Jobsite Limit 100,000 Max Jobsite Limit 100,000 Deductible 500
E	Installation Floater		1BMO 21 60915328	01/29/2021	01/29/2022	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Playground Installation @ International School

CERTIFICATE HOLDER

City of Waterbury Board of Education

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

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.5

February 17, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Professional Services Agreement with Area Cooperative Education Services (ACES) for Early Childhood Educational Consulting Services, subject to any non-substantive changes approved by the Office of the Corporation Counsel.

Approved

Rocco F. Orso



Waterbury School Readiness

Executive Summary

DATE: February 14, 2002

TO: Honorable Board of Alderman
Honorable Board of Education

From: Krista Pisano, School Readiness Liaison

On behalf of the School Readiness Council, I am hereby submitting for your approval an agreement with Area Cooperative Educational Services (ACES) to provide monitoring and coaching support to the community child care programs currently receiving school readiness funds.

This contract was initiated under the Request for Proposal Process (RFP # 7034). There were two (2) total bidders for this project with ACES being the chosen bidder.

This contract will commence on the date of execution of this Contract by the Mayor and terminate on June 30, 2022. The total cost of the contract will be \$57,350.00 and the funding source is the Supplemental Administrative Grant received by the City of Waterbury from the State Office of Early Childhood. There will be no cost to the city for this agreement.

The purpose of the grant was to provide support to the School Readiness office to monitor programs and enhance program quality as districts transition through the recovery phase of the pandemic. This is expected to be a onetime supplement to the larger school readiness grant that the City of Waterbury has received since 1997.

Respectfully submitted,

Krista Pisano

Waterbury School Readiness

PROFESSIONAL SERVICES AGREEMENT
RFP No. 7034
for
Early Childhood Educational Consultant Services
Under School Readiness Early Childhood FY22
Supplemental Administrative Grant
between
The City of Waterbury, Connecticut
And
Area Cooperative Educational Services (ACES)

THIS AGREEMENT (“Agreement” or “Contract”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall Building, 235 Grand Street, Waterbury, Connecticut (the "City") and Area Cooperative Educational Services (“Consultant” “ACES”), located at 350 State Street, North Haven, CT 06473, a State of Connecticut duly registered domestic corporation/limited liability company. (Jointly referred to as the “Parties” to this Agreement)

WHEREAS, the City has applied for the School Readiness Early Childhood FY22 Supplemental Administrative Funds; and

WHEREAS, the Consultant responded to the City of Waterbury RFP 7034, and was selected to provide consulting services under the School Readiness Early Childhood FY22 Supplemental Administrative Funds; and

WHEREAS, the City desires to obtain the Consultant's services pursuant to the terms, conditions and provisions set forth in this Agreement and the School Readiness Early Childhood FY22 Supplemental Administrative Funds; (the “Project”).

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Consultant shall furnish all of the labor, services, 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. As more particularly described in Article 1.1 and Attachment A, the Consultant shall provide all professional services necessary for the complete performance and documentation of the Project. The Consultant agrees that the compensation, as stated in Article 6, represents adequate and sufficient consideration for his provision of all its professional services, including those of its consultants (when approved by the City) necessary to complete the Project and prepare the documents that are necessary to fully indicate the requirements for this project, whether or not those services are individually expressed in this Agreement. All labor, services, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Consultant

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

1.1 The Project consists of, and the Consultant shall provide, services to enhance quality in early childhood programs by enhance the process and practices associated with the development of a robust monitoring system for monitoring the eleven quality components designated by Connecticut's Office of Early Childhood, School Readiness grant regulations. Provide job embedded, evidence based coaching at individual School Readiness sites; administrators and teachers' enhanced development within identified areas of need within practices or systems as evidenced by monitoring reports; develop action plans with programs as needed to address specific areas of need; support administrators and teachers' enhanced development within identified areas of need within practices or systems as evidenced by monitoring reports; Facilitate group trainings programs in collaboration with the Waterbury School Readiness Office; Create a process that provides feedback to the School Readiness Council that includes a practice for resolving issues and enhancing program quality. Consultant shall provide all other services and materials as more particularly detailed and described in **Attachment A** and are hereby made material provisions of this Contract.

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

- 1.1.1** School Readiness Early Childhood FY22 Supplemental Administrative Funds Grant and all related Grant Documents; (incorporated herein by reference);
- 1.1.2** City's RFP No. 7043, consisting of 10 pages (attached hereto);
- 1.1.3** Consultant's Revised Cost Proposal ("Cost Proposal – Revised, City of Waterbury RFP #7034"), consisting of 2 pages (Attached hereto);
- 1.1.4** Consultant's Response/Proposal: "Early Childhood Educational Consultation Services Proposal," dated August 13, 2021, consisting of 22 pages (excluding original cost proposal and resumes), (attached hereto);
- 1.1.5** Addendum #1 to RFP No. 7034, dated August 6, 2021, consisting of 1 page (incorporated by reference)
- 1.1.6** Consultant's Certificate(s) of Insurance (incorporated by reference);
- 1.1.7** Any and all amendment(s) and Change Orders issued by the City after execution of Agreement (incorporated by reference, as they do not yet exist)
- 1.1.8** All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);
- 1.1.9** All 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 Consultant. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the

Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1 Federal, State, and local laws, regulations, charter and ordinances
- 1.2.2 Contract Amendment(s) and Change Orders
- 1.2.3 This Contract
- 1.2.4 Consultant's Revised Cost Proposal
- 1.2.5 RFP No. 7043
- 1.2.6 Consultant's Proposal dated August 13, 2021

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

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

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

3. Responsibilities of the Consultant. All data, information, etc. given by the City to the Consultant and/or created by the Consultant shall be treated by the Consultant as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Consultant agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Consultant disclosure is required to comply with statute, regulation, or court order, the Consultant shall provide prior advance written notice to the City of the need for such disclosure. The Consultant agrees to properly implement the services required in the manner herein provided.

3.1 Use of City Property. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall have access to such areas of City property as the City and the Consultant agree are necessary for the performance of the

Consultant's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Consultant may mutually agree. Consultant shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Consultant shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Consultant, City may, but shall not be required to, correct same at Consultant's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.2 Working Hours. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Consultant, unless written permission is obtained from the City to work during other times. This condition shall not excuse Consultant from timely performance under the Contract. The work schedule must be agreed upon by the City and the Consultant.

3.3 Cleaning Up. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Consultant, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Consultant.

3.4 Publicity. Consultant agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

3.5 Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Consultant shall be that standard of care and skill ordinarily used by other members of the Consultant's profession practicing under the same or similar conditions at the same time and in the same locality. The Consultant's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

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

3.6.1 Compliance with COVID-19 Policies and Orders. The Firm/Contractor agrees to comply with all applicable Federal, State and City policies, orders, laws, and regulations in regard to COVID-19, including but not limited to State of Connecticut Executive Order No. 13G and shall provide the District with the appropriate documentation and attestations.

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

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

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

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Consultant, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Consultant.

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

3.7.6 has given the City written notice of any conflict, error or discrepancy that the Consultant has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8 Reporting Requirement. The Consultant shall deliver upon request and as required by the Quality Enhancement Grant, written reports substantiating documents and invoices to the City's Using Agency, City of Waterbury Department of Education, setting forth **(i)** the date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the Consultant and/or delivered by the Consultant during the time period covered by the report., **(iv)** any and all additional useful and/or relevant information. Each report shall be signed by the Consultant.

NOTE: the Consultant's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

3.9 Criminal Background Check and DCF Registry Check. The Consultant shall ensure, and represents to the City, that each and every of Consultants' employees or any person affiliated with the transition site program who will have direct contact with a student pursuant to this Agreement have no history of violations of the laws of regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and has stated, in writing, whether criminal charges were ever pending against such person. The Consultant shall further ensure, and represents to the City that any employees who are involved with the students in the transition program have submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Consultant shall not permit any employee with a disqualifying criminal history to have direct contact with a student. The Consultant warrants and represents that it has conducted a records check and has found no such violation.

The provisions of this Section 3.9 regarding criminal background checks and DCF Registry Check 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.

3.10 Confidentiality & Student Data Privacy. To the extent applicable, the Consultant 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, "Consultant" includes any employees of the Consultant, or persons affiliated with the student's transition program.

3.10.1 Student Education Records. The City and the Consultant acknowledge that in the course of the transition program the Consultant 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 Consultant 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 Consultant shall instruct its employees and other persons affiliated with the transition program on their obligations to comply with FERPA.

3.10.2 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 Consultant. As applicable to the transition service(s) and program(s) provided for under this Agreement, the Consultant agrees to comply with the following provisions regarding student data privacy:

3.10.2.1 The City’s Board of Education (“Board”) shall have access to and the ability to delete Student Data in the possession of the University or the Student Intern 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 Consultant. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the University or the Student Intern 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 Consultant that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

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

3.10.2.3 The Consultant shall take actions designed to ensure the security and confidentiality of student data.

3.10.2.4 The Consultant 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 Consultant of a breach of Student Data, the Consultant shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

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

3.10.3 The Consultant 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 Consultant 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.

3.10.4 The provisions of this Section 3.10 regarding student confidentiality, 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 Consultant's written request, the City will provide the Consultant with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Consultant hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Consultant for the purpose of carrying out the services under this Contract.

5. Contract Time. The Consultant shall commence all work and services necessary under this Agreement upon the execution of this Agreement by the Mayor and shall complete all work and services under this Agreement on or before June 30, 2022 ("Contract Time").

6. Compensation. The City shall compensate the Consultant for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

6.1. Fee Schedule. The total fee payable to ACES shall not exceed **FIFTY SEVEN THOUSAND THREE HUNDRED FIFTY DOLLARS (\$57,350.00)** and shall be calculated as services are provided, and in accordance with ACES's Revised Cost proposal, attached hereto as Attachment A and made part hereof.

6.2 Limitation of Payment. Compensation payable to the Consultant is limited to those fees set forth in Section 6.1 above. Such compensation shall be paid by the City upon review and approval of the Consultant's invoices for payment and review of the work, services, etc. required in this Agreement and such review as may be further required by the Charter and Ordinances of the City. Consultant's invoices shall describe the work, services, reports, plans, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.2.1 Consultant and her employees are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Consultant in an amount equaling the sum or sums of money Consultant and/or her employees is/are, or become(s) delinquent or in arrears on, regarding the Consultant's and/or her employees' real and personal tax obligations to the City.

6.3 Review of Work. The Consultant shall permit the City to review, at any time, all work performed under the terms of this agreement at any stage of the work. The Consultant shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the agreement, settlement of claims or any other matter pertaining to the Consultant's demand for payment. The City shall not certify fees for payment to the Consultant until the City determines that the Consultant has completed the work in accordance with the requirements of this agreement.

6.4 Proposal Costs. All costs of the Consultant in preparing its proposal for this contract shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this agreement or any other agreement.

6.5 Payment for Services, Materials, Employees. The Consultant shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Consultant shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Consultant shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

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

7. Passing of Title and Risk of Loss. Title to all material, reports, plans, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Consultant for that item. Consultant and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

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

8.2 In any and all claims against the City or any of its boards, agents, employees or officers by the Consultant or any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3 The Consultant understands and agrees that any insurance required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

8.4 The Consultant expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

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

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

9. Consultant's Insurance.

9.1 The Consultant shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Consultant and such insurance has been approved by the City. The Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

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

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

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

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

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

9.4.2 Automobile Liability Insurance: \$1,000,000.00 combined single limit (CSL)

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including owned, hired & non-owned autos.

9.5.3 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**

9.4.4 Professional Liability Insurance: \$1,000,000.00 each claim. **\$1,000,000.00** aggregate limit

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

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

9.7 Certificates of Insurance: The Consultant's General Liability Insurance policy shall be endorsed to add the City of Waterbury and the Board of Education as an additional insured on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Consultant executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and the Board of Education is listed as additional insured on a primary and non-contributory basis on**

all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability”. The City's request for proposal number must be shown on the certificate of insurance. The Consultant must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

10.1 Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Consultant's work and services shall be secured in advance and paid by the Consultant. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

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

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

10.3.1 The Consultant is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the “Act”), concerning the payment of minimum

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

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

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

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

11.2 Equal Opportunity. In its execution of the performance of this Contract, the Consultant shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship

status, age or handicap. The Consultant agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. This section intentionally left blank.

13. **Termination.**

13.1 Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

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

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

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

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

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

appropriated, authorized or otherwise made available by law by giving written notice of termination to the Consultant.

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

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

13.4 Rights Upon Cancellation of Termination.

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

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Consultant for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Consultant shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Consultant may negotiate a mutually acceptable payment to the Consultant for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

13.4.3 Termination by the Consultant. The Consultant may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Consultant shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Consultant will be compensated by the City for work performed prior to such termination date and the Consultant shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, **(i)** the Consultant shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City shall pay the Consultant for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges the Consultant's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

15. Force Majeure. Neither the Consultant 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 Consultant shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Consultant's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Consultant and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Consultant from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

16.1 The Consultant shall be as fully responsible to the City for the acts and omissions of the Consultant's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Consultant.

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

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

19. Risk of Damage and Loss. The Consultant shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Consultant, by someone under the care and/or control of the Consultant, by any subcontractor of the Consultant, or by any shipper or delivery service. The Consultant shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Consultant shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

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

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

22. Independent Contractor Relationship. The relationship between the City and the Consultant is that of client and independent contractor. No agent, employee, or servant of the Consultant shall be deemed to be an employee, agent or servant of the City. The Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Consultant hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Consultant hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Consultant or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Consultant hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

25.2 Notwithstanding the foregoing subsection A, a Change Order shall not include:

25.2.1 an upward adjustment to a Consultant's payment claim, or

25.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

25.3 That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Consultant, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Consultant's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned **RFP No. 7043** and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 7043**

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

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

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Consultant agrees that 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 Consultant shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

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

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

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

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

Consultant: Area Cooperative Educational Services (ACES)
350 State Street
North Haven, CT 06473

City: City of Waterbury
c/o Department of Education
Attn: Office of Early Childhood
236 Grand Street, 1st Floor
Waterbury, CT 06702

With a copy to: City of Waterbury
Office of the Corporation Counsel
235 Grand Street, 3rd 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 Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

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

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

32.6 It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7 The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations 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 Consultant is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

32.10 The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "Code of Ordinances (Rev. 12/31/19). For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"]].

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

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

System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

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

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

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

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto execute this Agreement on the dates signed below.

WITNESSES:

CITY OF WATERBURY

Sign & Print Name

By: _____
Neil M. O'Leary, Mayor

Sign & Print Name

Date: _____

WITNESSES:

**AREA COOPERATIVE EDUCATION
SERVICES (ACES)**

Sign & Print Name

By: _____

Title: _____

Sign & Print Name

Date: _____

ATTACHMENT A

1. School Readiness Early Childhood FY22 Supplemental Administrative Funds Grant and all related Grant Documents; (incorporated herein by reference);
2. City's RFP No. 7043, consisting of 10 pages (excluding attachments thereto), (attached hereto);
3. Consultant's Revised Cost Proposal ("Cost Proposal – Revised, City of Waterbury RFP #7034"), consisting of 2 pages (attached hereto);
4. Consultant's Response/Proposal: "Early Childhood Educational Consultation Services Proposal," dated August 13, 2021, consisting of 22 pages (excluding original cost proposal and resumes), (attached hereto);
5. Addendum #1 to RFP No. 7034, dated August 6, 2021, consisting of 1 page (incorporated by reference)
6. Consultant's Certificate(s) of Insurance (incorporated by reference);
7. Any and all amendment(s) and Change Orders issued by the City after execution of Agreement (incorporated by reference, as they do not yet exist)
8. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);
9. All permits and licenses (incorporated by reference)

REQUEST FOR PROPOSAL
RFP #7034
BY
THE CITY OF WATERBURY
Early Childhood Educational Consultant Services
Under School Readiness Early Childhood FY22
Supplemental Administrative Grant

The City of Waterbury, *Office of Early Childhood School Readiness* (hereinafter "City"), is seeking proposals from qualified Early Childhood Educational Consultants to:

1. Enhance the process and practices associated with the development of a robust system for monitoring the eleven quality components designated by Connecticut's Office of Early Childhood, School Readiness grant regulations.
2. Provide job embedded, evidence based coaching by contracted consultant at individual School Readiness sites. The focus would support administrators and teachers' enhanced development within identified areas of need within practices or systems as evidenced by monitoring reports.

A. Background and Intent

The Office of Early Childhood (OEC) is aware that the pandemic has brought increased responsibilities to School Readiness Liaisons and has presented barriers to conducting on-site monitoring activities to ensure program quality. In response, the OEC is providing Supplemental Administrative Funds to support Liaison efforts to monitor programs and enhance program quality as districts transition through the recovery phase of the pandemic.

It is anticipated that two qualified responders will be selected. Responses shall include the plan for implementation; indicator of progress; and amount of funds allocated for each goal. School Readiness Councils shall approve requests prior to submission to the OEC.

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
2. A proposer with a proven record of accomplishment in providing these types of or similar services for municipal governments.
3. Knowledge of federal and State laws and regulations governing the services outlined in the scope of services.
4. Knowledge of and experience in utilizing evidence-based coaching practices.
5. Knowledge and experience in adult learning theory; as well as knowledge in current research and best practices to provide links in theory and practice for application in programs/classrooms.

C. Scope of Services

1. **Monitor individual School Readiness sites examining the practices and systems to include:**
 - a. Classroom observations
 - b. Fiscal and policy compliance
 - c. Staff qualifications
 - d. Attendance
 - e. Family fees
 - f. Family engagement
 - g. Annual audits
 - h. Curriculum and assessment
 - i. Accreditation and approval timelines
 - j. Licensing/Health and Safety
 - k. Professional development activities
 - l. Program adherence to all School Readiness component
 - m. Develop action plans with programs as needed to address specific areas of need
2. Provide job embedded, evidence based coaching by contracted consultant at individual School Readiness sites. The focus would support administrators and teachers' enhanced development within identified areas of need within practices or systems as evidenced by monitoring reports.
3. Facilitate group trainings as requested by programs and/or by demonstrable need, in collaboration with the Waterbury School Readiness Office.
4. Create a process that provides feedback to the School Readiness Council that includes a practice for resolving issues and enhancing program quality.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be from October 2021-June 30, 2022.

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 and must be received **by 2:00 PM on August 6, 2021**. 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 August 10, 2021 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.

F. Management

Waterbury School Readiness Office and Waterbury School Readiness Council will manage any contract or purchase order resulting from this RFP.

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 3 paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:00 AM on August 16, 2021.**

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.

3. 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.

Service	Cost per Hour
Approximately 50-60 hours per month of program based services to include: Monitor 6-8 individual School Readiness sites. Develop action plans with programs to address needs based on monitoring. Provide job embedded, evidence based coaching to each site. Collaborate with programs and School Readiness Liaison to facilitate group trainings . Provide feedback to School Readiness Council through written reports.	\$

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.
 - a. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
 - b. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
 - c. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
 - d. 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--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=1806.



COST PROPOSAL – REVISED CITY OF WATERBURY RFP #7034

Service	Cost
<p>Approximately 375 hours* of program based services to include:</p> <ul style="list-style-type: none"> Monitoring of school readiness sites/classrooms, including pre/post observations, file review, debrief with program staff and School Readiness Liaison. Development of action plans for program staff and job-embedded coaching between monitoring visits. Research and recommendations for monitoring tools and the development of a proposal for a monitoring protocol. Curriculum review/audit and recommendations for best practices in creating an intentional curriculum. Provide feedback to School Readiness Liaison through oral and written reports. <p>*Though a project plan is included, hours for specific tasks may be adjusted based on needs identified by the School Readiness Liaison. If notice of cancellation of services is received less than 5 business days prior to the service date, the district will be charged the full contracted amount.</p>	\$150.00 per hour
<p>Additional Services:</p> <ul style="list-style-type: none"> Attendance of School Readiness Liaison at Cognitive Coaching Foundation Seminar facilitated by ACES. 	\$1,100.00

Segment	Description	Timeframe	Cost
Monitor School Readiness Sites	<ul style="list-style-type: none"> Utilizing the district approved observation form, monitor 6-8 individual School Readiness sites using the quality indicators from the CT School Readiness grant. Work with administrative teams at each program to identify trends and areas of focus based on classroom observations. Provide written observation notes to the teaching staff and program administration along with debriefing with each program team after each observation. 	Feb - June 2022	Approximately 240 hours @ \$150.00/hour = \$36,000.00

Segment	Description	Timeframe	Cost
Development of Action Plans & Job-Embedded Coaching	<ul style="list-style-type: none"> Based on observational data and debriefing work with the educational team, develop action plans for implementation in between observations that will focus on the quality indicators and high-quality learning experiences. Based on observational data and the action plans created with the educational teams, provide job embedded coaching to staff. 	Feb - June 2022	Approximately 60 hours @ \$150.00/hour = \$9,000.00
Research & Development in Support of Cohesive Processes	<ul style="list-style-type: none"> Research and recommendations for monitoring tools and the development of a proposal for a monitoring protocol. Curriculum review and recommendations for best practices in creating an intentional curriculum. 	Feb – June 2022	Approximately 50 hours @ \$150.00/hour = \$7,500.00
Cognitive Coaching Foundation Seminar Facilitated by ACES	<ul style="list-style-type: none"> Support of School Readiness Liaison in the coaching and supervision of program staff. Outcomes include: <ul style="list-style-type: none"> Increased teacher effectiveness Improved communication skills Informed decision-making skills Refinement of good questioning skills Reshaped ability to think and resolve problems 	8 days beginning March 2022	\$1,100.00
Provide Reports to School Readiness Liaison	Provide written and/or oral status updates of program trends and data collected to inform professional development, staff development and family enrollment while maintaining coachee confidentiality.	Monthly	Approximately 25 hours @ \$150.00/hour = \$3,750.00
TOTAL ESTIMATED PROJECT COST			\$57,350.00



Professional Development
& School Improvement

Early Childhood Educational Consultation Services Proposal

CITY OF WATERBURY RFP #7034

MR. KEVIN MCCAFFERY
DIRECTOR OF PURCHASING
CITY OF WATERBURY
235 GRAND STREET
ROOM 103
WATERBURY, CT 06702

AUGUST 13, 2021

ACES Professional Development & School Improvement

205 Skiff Street, Hamden, CT 06517 | 203-407-4408
Emily Freel, Director | efreel@aces.org

Contents

PROPOSER INFORMATION	2
PHILOSOPHY STATEMENT AND BUSINESS FOCUS	2
SUMMARY OF RELEVANT EXPERIENCE	3
CITY OF WATERBURY CONTRACTS/PURCHASE ORDERS.....	6
PERSONNEL LISTING.....	6
CONFLICT OF INTEREST	6
STATEMENT OF QUALIFICATIONS AND WORK PLAN.....	6
QUALIFICATIONS	6
WORK PLAN	7
PROJECT PLAN: OCTOBER 2021-JUNE 2022.....	9
SERVICES EXPECTED OF THE CITY	9
COST SCHEDULE	10
INFORMATION REGARDING: FAILURE TO COMPLETE WORK, DEFAULT AND LITIGATION.....	10
EXCEPTIONS AND ALTERNATIVES	10
ATTACHMENTS AND SUPPORTING DOCUMENTS.....	10

CITY OF WATERBURY RFP #7034
AREA COOPERATIVE EDUCATIONAL SERVICES (ACES)

PROPOSER INFORMATION

Firm Name:	Area Cooperative Educational Services (ACES)
Permanent main office address:	350 State Street, North Haven, CT 06473
Date firm organized:	1969
Legal Form of ownership:	Non-profit 501(c)(3)
How many years have you been engaged in services you provide under your present name?	52 years
Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.	Emily Freel, Director, ACES Professional Development & School Improvement Mary Stone, ACES Professional Learning Specialist <i>Resumes provided as attachments along with a list of ACES Governing Board members.</i>

PHILOSOPHY STATEMENT AND BUSINESS FOCUS

ACES is dedicated to enhancing and transforming lives through education, innovation, and leadership.

ACES Professional Development & School Improvement (PDSI) is the professional learning division of ACES. ACES PDSI is a driven team of individuals that designs customized programs to support regional districts' with their professional learning needs. With a long track record of success with loyal internal and external clients, ACES PDSI provides cost-effective, customized solution pathways to meet the needs of ACES collaborative partners by addressing professional learning at every phase.

ACES PDSI offers a wide range of supports for public and community-based early care programs. In partnership with the Connecticut Office of Early Childhood (OEC) and the RESC Alliance, NAEYC study groups and overview sessions are held regularly, as well as professional learning on the CT ELDS, CT DOTS, and the Pyramid Model. Our Early Childhood Professional Learning Specialist, Mary Stone, is approved to serve as a School Readiness Liaison for school districts, as well as provide support in monitoring School Readiness programming. Early care programs collaborate with ACES PDSI to fulfill services requested with Quality Enhancement funding. ACES provides early care programs with customized professional learning and coaching on a variety of topics including curriculum development, social/emotional development, implementing and planning with the CT ELDS and CT DOTS, and content specific support for young learners (language/literacy, science, math, etc.).

SUMMARY OF RELEVANT EXPERIENCE

All projects listed below were completed within original contract timeframe. Ongoing projects are noted.

Project	Organization/Contact	Dates	Services Provided	Cost
Connecticut Office of Early Childhood Quality Improvement Services Grant	<u>Connecticut Office of Early Childhood/EASTCONN</u> Diane Gozemba EASTCONN Early Childhood Initiatives Director 860-455-1518 dgozemba@eastconn.org 376 Hartford Turnpike, Hampton, CT 06247	March 2020 - Present (this project is ongoing)	Provides on-site and virtual support for NAEYC accreditation, including review of handbooks and policies, classroom observations, and professional development trainings for up to 20 sites.	\$154,575 in fiscal year 2020-21
Nutrition and Physical Activity Self-Assessment for Child Care (NAPSACC)	<u>Connecticut Office of Early Childhood/EASTCONN</u> Diane Gozemba EASTCONN Early Childhood Initiatives Director 860-455-1518 dgozemba@eastconn.org 376 Hartford Turnpike, Hampton, CT 06247	March 2020 - Present (this project is ongoing)	Provides on-site and virtual Nutrition and Physical Activity Self-Assessment for Child Care (NAPSACC) Training and Technical Assistance.	\$14,531.25 in fiscal year 2020-21
Governor's Emergency Education Relief (GEER)	<u>Connecticut Office of Early Childhood/EASTCONN</u> Diane Gozemba EASTCONN Early Childhood Initiatives Director 860-455-1518 dgozemba@eastconn.org 376 Hartford Turnpike, Hampton, CT 06247	October 2020 - Present (this project is ongoing)	Provides on-site and virtual GEER (Governor's Emergency Education Relief) Training and Technical Assistance.	\$53,380.00 in fiscal year 2020-21
Quality Enhancement/ School Readiness	<u>West Haven Public Schools</u> Dr. Stefania Larry Director of Pupil Services 203-937-4300 Stefania.Larry@whschools.org 355 Main Street, West Haven, CT 06516	July 2019 - Present (this project is ongoing)	School Readiness Quality Enhancement Grant.	\$7,155.00 in fiscal year 2020-21

Project	Organization/Contact	Dates	Services Provided	Cost
Branford Preschool Programs	<u>Branford Public Schools</u> Lauren Skultety Elementary Curriculum Coordinator 203-488-7276 lskultety@branfordschools.org 1111 Main Street, Branford, CT 06405	July 2019-Present (this project is ongoing)	Works collaboratively with the Branford Public Schools administrative team to provide feedback on preschool observations to design curriculum and instructional supports.	\$30,000.00 in fiscal year 2020-21 (\$2,500.00 for preschool support)
DLLs in Early Childhood	<u>Waterbury Public Schools</u> Maureen Bergin Early Childhood Supervisor (203) 574-8024 mbergin@waterbury.k12.ct.us 30 B Church Street, Waterbury, CT 06702	March 5, 2021	Training on the impacts of language proficiency on early childhood performance and how to meet the needs of dual-language learners (DLLs) and their families.	\$1,400.00
NAEYC Accreditation Overview	<u>Hamden Early Learning Program</u> LuAnn Gallicchio, Director (203) 407-2028 lgallicchio@hamden.org 60 Putnam Avenue, Hamden, CT 06517	November 2020 and February 2021	Two, one-hour sessions on understanding the NAEYC accreditation process.	\$300.00
West Haven School Readiness Monitoring	<u>West Haven Public Schools</u> Dr. Stefania Larry Director of Pupil Services 203-937-4300 Stefania.Larry@whschools.org 355 Main Street, West Haven, CT 06516	July 2019 - June 2020	Monitored 5 School Readiness sites in West Haven, provided training and feedback aligned with the School Readiness quality improvement areas.	\$42,681.48
Writing Standards-Informed IEPs & Using CT DOTS	<u>Wallingford Public Schools</u> Carrie LaTorre Assistant Superintendent (203) 949-6506 Clatorre@wallingfordschools.org 100 South Turnpike Road, Wallingford, CT 06492	August 27, 2020 and September 3, 2020	Two-day training on using data to establish baselines and performance levels with the goal of identifying the purposes of the CT DOTS in a high-quality early childhood program.	\$2,200.00

Project	Organization/Contact	Dates	Services Provided	Cost
Instructional Coaching for Preschool Educators	<u>Regional School District #13</u> Jennifer Keane Director of Student Services and Special Education (860) 349-7200 jkeane@rsd13.org 135A Pickett Lane, Durham, CT 06422	August 2019 - June 2020	Provided 5 days of instructional coaching for preschool staff to increase capacity to plan and implement learning experiences for preschool students using data and curricular resources.	\$5,601.50
Administrative Support of EC Classrooms	<u>Ansonia Public Schools</u> Joseph DiBacco Superintendent (203) 736-5095 jdibacco@ansoniam.org 42 Grove Street, Ansonia, CT 06401	July 2019 - June 2020	Oversight and coordination of resource allocation in accordance with requirements or relative funding sources, Chair planning and placement team meetings.	\$10,000.00
Supportive Interactions	<u>Waterbury Public Schools</u> Mary Sue Hincks School Readiness Liaison (203) 573-6684 mhincks@waterbury.k12.ct.us 30B Church Street, Waterbury, CT 06702	August 22, 2019	One-day workshop to help participants identify practices that create supportive child-adult interactions.	\$722.62
NAEYC DAP for Infants and Toddlers	<u>Easter Deals Children's Academy</u> Cynthia Pirro Program Director (203) 707-4355 Cpirro@eswct.com 128 Avenue of Industry, Waterbury, CT 06705	August 21, 2019	One-day workshop to help participants identify developmentally appropriate practices aligned with NAEYC for infant toddler classrooms.	\$700.00

CITY OF WATERBURY CONTRACTS/PURCHASE ORDERS

The following contracts/purchase orders were made between ACES PDSI and City of Waterbury within the last three years.

City Agency	Purchase Order	Brief Description	Cost
North End Middle School	183769	Data Teams	\$40,000.00
Waterbury Board of Education	182102	Restorative Practices	\$4,500.00
Waterbury Board of Education	184706	Educator Evaluation Refresher	\$1,800.00
Early Childhood Education	185834	DLLS in Early Childhood	\$1,400.00
Crosby High School	186764	Foundational Skills for Evaluators	\$1,800.00
Bunker Hill School	190979	Restorative Practices and Positive Climate	\$1,400.00
North End Middle School	178910	Facilitation/Coaching	\$18,700.00
North End Middle School	Unknown	TCIDT	\$3,387.00
West Side Middle School	179286	Increasing Rigor and Engagement in Middle School	\$14,000.00
Waterbury School Readiness	172066	Supportive Interactions	\$722.62

PERSONNEL LISTING

Mary Stone, ACES Professional Learning Specialist – resume attached
 Emily Freel, Director, ACES Professional Development and School Improvement (Supervises Mrs. Stone) – resume attached

CONFLICT OF INTEREST

None

STATEMENT OF QUALIFICATIONS AND WORK PLAN

QUALIFICATIONS

ACES PDSI offers a wide range of supports for public and community-based early care programs. In partnership with the Connecticut Office of Early Childhood (OEC) and the RESC Alliance, NAEYC study groups and overview sessions are held regularly, as well as professional learning on the CT ELDS, CT DOTS, and the Pyramid Model. Our Early Childhood Professional Learning Specialist, Mary Stone, is approved to serve as a School Readiness Liaison for school districts, as well as provide support in monitoring School Readiness programming. Early care programs collaborate with ACES PDSI to fulfill services requested with Quality Enhancement funding. ACES provides early care programs with customized professional learning and coaching on a variety of topics including curriculum development, social/emotional development, implementing and planning with the CT ELDS and CT DOTS, and content specific support for young learners (language/literacy, science, math, etc.).

Mary Stone, ACES Professional Learning Specialist, currently serves as a School Readiness monitor for another urban district in the greater New Haven area, providing observation feedback and debriefing with staff members on the quality components of the School Readiness grant. As a specialist working for a Regional Education Service Center (RESC), Mrs. Stone has insight into the successes and challenges experienced by early care programs and professionals across communities, which informs and enhances the ability to provide relevant supports. This knowledge has been further enhanced through work with the RESC Alliance on the Connecticut Office of Early Childhood Quality Improvement Services Grant, which provides NAEYC accreditation support and training to 27 programs. Mrs. Stone is a CT OEC approved educational consultant and participates in the train the trainers workshops offered by the CT OEC to best support classrooms. Mrs. Stone is an approved trainer for the CT ELDS, CT DOTS, CT CKC and Pyramid Model.

As a School Readiness monitor and approved CT OEC trainer, Mrs. Stone, attends statewide meetings that address the CT OEC quality components of NAEYC accreditation, as well as quality improvements related to the CT ELDS and CT DOTS. Many of the monthly meetings focus on finding ways to bring coherence and cohesion to the multiple initiatives and expectations early care programs must juggle. In a previous position, Mrs. Stone served as a School Readiness Liaison and attended the statewide policy meetings for updates on the general policies and legislation related to the work. Mrs. Stone assisted the School Readiness Council in applying for the first round of Smart Start funding to address additional early childhood preschool spaces for low-income children. The district was awarded funding for four additional classrooms.

Mrs. Stone completed an extensive 8-day Cognitive CoachingSM training, which is an approach that allows for one's mediation of thinking and provides the coachee with the ability to self-mediate their own work. Using questioning techniques and rephrasing, the coaching cycle allows for the coachee to process through their needs and establish their own action items. Note taking is used to collect data on the process as well as establish data collection points with the administrative team to provide check-ins on the action steps.

Mrs. Stone participated in a 3-day training sponsored by the CT OEC on adult learning theory. She also collaborates with ACES colleagues to ensure that learning experiences are designed to follow a clear learning arc for adult learners and embed opportunities for autonomy, practice and dialogue, which also serve as informal assessment checks. During ACES staff professional development, our team of professional learning specialists have delved into the intersections of the CASEL Framework with work with adults. Specialists have explored a variety of strategies intended to provide space and support for adult social-emotional well-being during professional learning and coaching to ensure that their needs are being met, ultimately hoping to ensure that they can then better meet the needs of the children and families in their care. In response to COVID-19 and the social-emotional needs of participants, Mrs. Stone incorporates social-emotional learning (SEL) strategies into coaching and presentations.

WORK PLAN

- 1. Provide job embedded, evidence based coaching by contracted consultant at individual School Readiness sites. The focus would support administrators and teachers' enhanced development within identified areas of need within practices or systems as evidenced by monitoring reports.** Using quality components related to the School Readiness grant, the ACES Professional Learning Specialist will observe in classrooms and provide coaching and feedback based on the environmental scan, teaching practice, health and nutrition services, family literacy, and staff professional development to support dual-language learners and children with IEPs.

All ACES professional learning specialists are trained in Cognitive CoachingSM. “Research indicates that teaching is a complex intellectual activity and that teachers who think at higher levels produce students who are higher achieving, more cooperative, and better problem solvers. It is the invisible skills of teaching, the thinking processes that underlie instructional decisions, which produce superior instruction. Cognitive CoachingSM is a research-based model that capitalizes upon and enhances teachers’ cognitive processes.” (www.thinkingcollaborative.com)

Using this coaching approach, the ACES Professional Learning Specialist begins by establishing a rapport and trust with program staff. Cognitive CoachingSM is an approach that allows for one’s mediation of thinking and provides the coachee with the ability to self-mediate their own work. Through the use of questioning techniques and rephrasing, the coaching cycle allows for the coachee to process through their needs and establish their own action items. Note taking is used to collect data on the process as well as establish data collection points with the administrative team to provide check-ins on the action steps.

Using Cognitive CoachingSM allows for an open approach to the process. Tools provided by the Connecticut Office of Early Childhood (OEC) such as the CT ELDS, CT DOTS, and a Guide to Domains and Strands will provide the resources necessary to lend new information to the coachee. Using the self-determination and questioning techniques of Cognitive CoachingSM allows for the coachee to take more ownership of the process and the eventual implementation of action steps.

2. Facilitate group trainings as requested by programs and/or by demonstrable need, in collaboration with the Waterbury School Readiness Office.

Mary Stone, ACES Professional Learning Specialist, is a CT OEC approved trainer in the areas of CT ELDS, CT DOTS, Pyramid and CT CKC. She is trained to support adult learners through social-emotional strategies, responsive interactions and hands-on experiences. Staff have provided trainings utilizing Zoom, as well as in-person methods. Professional development will focus on the quality components of the School Readiness grant and support the 10 standards of NAEYC accreditation. Professional development and coaching will support the 11 components required of School Readiness programs required by the legislation: (1) collaboration, (2) parent involvement, (3) health, (4) nutrition, (5) pre-literacy practices, (6) family literacy, (7) admission policies, (8) transition to kindergarten, (9) professional development, (10) a sliding fee scale and (11) annual program evaluation.

3. Create a process that provides feedback to the School Readiness Council that includes a practice for resolving issues and enhancing program quality.

The ACES Professional Learning Specialist will meet regularly with the School Readiness Liaison to review trends that have been observed in the classroom, review action plans, and provide supports for ongoing quality improvement in the programs. Action plans and monitoring observations will be shared with the administrative team at the program, as well as the classroom staff to allow for shared understanding of next steps. These trends will support the focus of professional development offerings in both small and large group settings. The ACES Professional Learning Specialist is able to collaborate with the various early education and health consultants working with classroom and administrative staff to allow for shared messaging and creating aligned visions of quality and how to best support the children, families and educational staff.

PROJECT PLAN: OCTOBER 2021-JUNE 2022

Segment	Description	Timeframe
Monitor School Readiness Sites	Utilizing the district approved observation form, monitor 6-8 individual School Readiness sites using the quality indicators from the CT School Readiness grant.	October 2021 - June 2022 10 hours per month
	Work with administrative teams at each program to identify trends and areas of focus based on classroom observations.	October-November 2021 20 hours
	Provide written observation notes to the teaching staff and program administration along with debriefing with each program team after each observation.	October 2021- June 2022 10 hours per month
Development of Action Plans & Job-Embedded Coaching	Based on observational data and debriefing work with the educational team, develop action plans for implementation in between observations that will focus on the quality indicators and high-quality learning experiences.	October 2021 - June 2022 30 hours per month
	Based on observational data and the action plans created with the educational teams, provide job embedded coaching to staff.	
Facilitate Group Trainings	Based on trends and data collected through observational data, work collaboratively with the School Readiness Liaison to provide professional development group trainings to support goals identified by staff and the School Readiness Council.	January - June 2022 3 hours per month
Provide Reports to School Readiness Council	Provide written updates as to the status of the program trends and data collected to inform professional development, staff development and family enrollment while maintaining coachee confidentiality.	Monthly per School Readiness Council meeting schedule 1 hour per month

SERVICES EXPECTED OF THE CITY

The ACES Professional Learning Specialist will work collaboratively with the School Readiness Liaison to identify the classrooms in need of monitoring with a shared understanding of the time commitment to debrief and share observations, as well as action planning. ACES will utilize the district-approved class observation tool when observing for the quality components in the School Readiness classrooms.

COST SCHEDULE

See attached sealed envelope.

INFORMATION REGARDING: FAILURE TO COMPLETE WORK, DEFAULT AND LITIGATION

Have you ever failed to complete any work awarded to you? If so, where and why?	No
Have you ever defaulted on a contract? If so, where and why?	No
Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.	No
Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.	No
Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.	No
During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.	No
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

No exceptions taken or alternatives proposed.

ATTACHMENTS AND SUPPORTING DOCUMENTS

See next page for the following documents:

- Resume: Mary Stone
- Resume: Emily Freel
- List of ACES Governing Board members
- Attachment A:
 - Annual Statement of Financial Interest
 - Debarment Certification
 - Corporate Resolution
 - City of Waterbury Disclosure of Outstanding Obligations
- Attachment C: Addendum Certification/Notice of Acceptance

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)

(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

☐

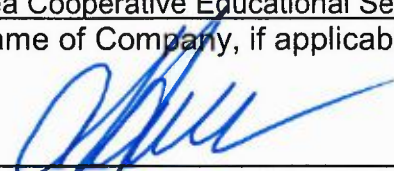
1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

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.

Area Cooperative Educational Services (ACES)
(Name of Company, if applicable)



Signature of Individual (or Authorized Signatory)

8/9/21

Date

Timothy Haines Deputy Executive Director

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:

Area Cooperative Educational Services (ACES)
350 State Street
North Haven, CT 06473

Print Name and Title of Authorized Representative:

Timothy Hayes Deputy Exec Dir
[Signature]

Signature of Authorized Representative:

Date: 8/9/21

CORPORATE RESOLUTION

I, Timothy Howes, hereby certify that I am the duly elected and acting Secretary of ACES, a corporation agency 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 8th day of September, 2014.

"It is hereby resolved that Timothy Howes 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 Timothy Howes corporation this 9 day of August, 2021.

Elaine Sein
Secretary

ELAINE SEIN
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2023

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.: 06-0881700

County of New Haven

_____, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** _____ of Area Cooperative Educational Services (ACES) (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 <i>None</i>				
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 <i>None</i>				
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 <i>None</i>		
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	None			
2				
3				
4				

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

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

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

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

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

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

**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 Agency

Witness

ACES
Name of Corporate Signatory

380 State Street North
Address of Business Haver
CT

Affix
Corporate
Seal

By: [Signature] Timothy Howes
Name of Authorized Corporate Officer

Its: Deputy Exec Director
Title

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.

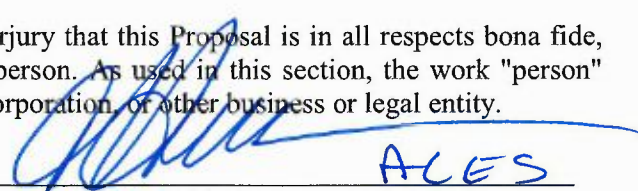
The undersigned acknowledges receipt of addenda numbered: (insert date)

1	<u>8/6/2021</u>	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.

06-0881700
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 Emily Freel
By: Director, ACES Professional Development & School Improvement
(Title)
Business Address: 205 Skiff Street, Hamden, CT 06517
(City, State, Zip Code)
efreel@aces.org
Phone: 203-407-4408

Date: 8/9/2021

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.

IN WITNESS WHEREOF, the Parties hereto execute this Agreement on the dates signed below.

WITNESSES:

CITY OF WATERBURY

Sign & Print Name


By: _____
Neil M. O'Leary, Mayor

Sign & Print Name

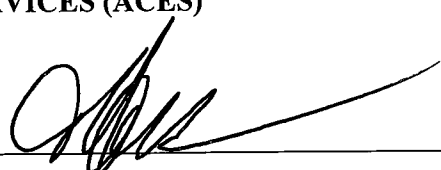
Date: _____

WITNESSES:

AREA COOPERATIVE EDUCATION
SERVICES (ACES)



Sign & Print Name

By: 
Title: Deputy Executive Director

Olga Simoes

Sign & Print Name

Date: 2/14/22

REQUEST FOR PROPOSAL
RFP #7034
BY
THE CITY OF WATERBURY
Early Childhood Educational Consultant Services
Under School Readiness Early Childhood FY22
Supplemental Administrative Grant

The City of Waterbury, *Office of Early Childhood School Readiness* (hereinafter "City"), is seeking proposals from qualified Early Childhood Educational Consultants to:

1. Enhance the process and practices associated with the development of a robust system for monitoring the eleven quality components designated by Connecticut's Office of Early Childhood, School Readiness grant regulations.
2. Provide job embedded, evidence based coaching by contracted consultant at individual School Readiness sites. The focus would support administrators and teachers' enhanced development within identified areas of need within practices or systems as evidenced by monitoring reports.

A. Background and Intent

The Office of Early Childhood (OEC) is aware that the pandemic has brought increased responsibilities to School Readiness Liaisons and has presented barriers to conducting on-site monitoring activities to ensure program quality. In response, the OEC is providing Supplemental Administrative Funds to support Liaison efforts to monitor programs and enhance program quality as districts transition through the recovery phase of the pandemic.

It is anticipated that two qualified responders will be selected. Responses shall include the plan for implementation; indicator of progress; and amount of funds allocated for each goal. School Readiness Councils shall approve requests prior to submission to the OEC.

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
2. A proposer with a proven record of accomplishment in providing these types of or similar services for municipal governments.
3. Knowledge of federal and State laws and regulations governing the services outlined in the scope of services.
4. Knowledge of and experience in utilizing evidence-based coaching practices.
5. Knowledge and experience in adult learning theory; as well as knowledge in current research and best practices to provide links in theory and practice for application in programs/classrooms.

C. Scope of Services

1. **Monitor individual School Readiness sites examining the practices and systems to include:**
 - a. Classroom observations
 - b. Fiscal and policy compliance
 - c. Staff qualifications
 - d. Attendance
 - e. Family fees
 - f. Family engagement
 - g. Annual audits
 - h. Curriculum and assessment
 - i. Accreditation and approval timelines
 - j. Licensing/Health and Safety
 - k. Professional development activities
 - l. Program adherence to all School Readiness component
 - m. Develop action plans with programs as needed to address specific areas of need
2. Provide job embedded, evidence based coaching by contracted consultant at individual School Readiness sites. The focus would support administrators and teachers' enhanced development within identified areas of need within practices or systems as evidenced by monitoring reports.
3. Facilitate group trainings as requested by programs and/or by demonstrable need, in collaboration with the Waterbury School Readiness Office.
4. Create a process that provides feedback to the School Readiness Council that includes a practice for resolving issues and enhancing program quality.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be from October 2021-June 30, 2022.

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 and must be received **by 2:00 PM on August 6, 2021**. 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 August 10, 2021 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.

F. Management

Waterbury School Readiness Office and Waterbury School Readiness Council will manage any contract or purchase order resulting from this RFP.

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 3 paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:00 AM on August 16, 2021.**

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.

3. 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.

Service	Cost per Hour
Approximately 50-60 hours per month of program based services to include: Monitor 6-8 individual School Readiness sites. Develop action plans with programs to address needs based on monitoring. Provide job embedded, evidence based coaching to each site. Collaborate with programs and School Readiness Liaison to facilitate group trainings . Provide feedback to School Readiness Council through written reports.	\$

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.
 - a. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
 - b. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
 - c. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
 - d. 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--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=1806.

Four (4) Attachment A Documents to be Signed

- ANNUAL STATEMENT OF FINANCIAL INTEREST
- DEBARMENT CERTIFICATION
- CORPORATE RESOLUTION
- CITY OF WATERBURY DISCLOSURE OF OUTSTANDING OBLIGATIONS

One (1) Attachment A Document for Review

- SAMPLE CONTRACT

One (1) Attachment C Document to be Signed

- ADDENDUM/CERTIFICATION/NOTICE OF ACCEPTANCE

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

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☐

--

(Service or Commodity Covered by Contract)

--

(Term of Contract)

=====

--

(Service or Commodity Covered by Contract)

--

(Term of Contract)

=====

--

(Service or Commodity Covered by Contract)

--

(Term of Contract)

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)

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 ☐

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

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

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.

5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

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

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

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

Print Name and Title of Authorized Representative:

Signature of Authorized Representative:

Date: _____

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

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):

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

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

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

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

(Notary Public)

My Commission Expires: _____

For Corporation

Witness

Name of Corporate Signatory

Address of Business

Affix
Corporate
Seal

By: _____
Name of Authorized Corporate Officer

Its: _____
Title

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: _____

DRAFT

**PROFESSIONAL SERVICES AGREEMENT
RFP No. 7034
for
Early Childhood Educational Consultant Services
Under School Readiness Early Childhood FY22
Supplemental Administrative Grant
between
The City of Waterbury, Connecticut
and
_____Consultant**

THIS AGREEMENT (“Agreement” or “Contract”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall Building, 235 Grand Street, Waterbury, Connecticut (the "City") and _____ (“Consultant”).

WHEREAS, the City has applied for the School Readiness Early Childhood FY22 Supplemental Administrative Funds; and

WHEREAS, the Consultant responded to the City of Waterbury RFP 7034, and was selected to provide consulting services under the School Readiness Early Childhood FY22 Supplemental Administrative Funds; and

WHEREAS, the City desires to obtain the Consultant's services pursuant to the terms, conditions and provisions set forth in this Agreement and the School Readiness Early Childhood FY22 Supplemental Administrative Funds; the “Project”).

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Consultant shall furnish all of the labor, services, 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. As more particularly described in Article 1.1 and Attachment A, the Consultant shall provide all professional services necessary for the complete performance and documentation of the Project. The Consultant agrees that the compensation, as stated in Article 6, represents adequate and sufficient consideration for his provision of all its professional services, including those of its consultants (when approved by the City) necessary to complete the Project and prepare the documents that are necessary to fully indicate the requirements for this project, whether or not those services are individually expressed in this Agreement. All labor, services, materials, reports, plans, specifications, deliverables,

incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Consultant shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1 The Project consists of, and the Consultant shall provide, services to enhance quality in early childhood programs by enhance the process and practices associated with the development of a robust monitoring system for monitoring the eleven quality components designated by Connecticut's Office of Early Childhood, School Readiness grant regulations. Provide job embedded, evidence based coaching at individual School Readiness sites; administrators and teachers' enhanced development within identified areas of need within practices or systems as evidenced by monitoring reports; develop action plans with programs as needed to address specific areas of need; support administrators and teachers' enhanced development within identified areas of need within practices or systems as evidenced by monitoring reports; Facilitate group trainings programs in collaboration with the Waterbury School Readiness Office; Create a process that provides feedback to the School Readiness Council that includes a practice for resolving issues and enhancing program quality. Consultant shall provide all other services and materials as more particularly detailed and described in **Attachment A** and are hereby made material provisions of this Contract.

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

- 1.1.1** School Readiness Early Childhood FY22 Supplemental Administrative Funds Grant; (_____). (Incorporated herein by reference.
- 1.1.2** Consultant's _____(____) page proposal entitled " _____," dated (attached hereto);
- 1.1.3** City's RFP No. 7043 and Consultant's responses (incorporated by reference or attached hereto);
- 1.1.4** Solicitation Addenda #1, dated _____ (incorporated by reference)
- 1.1.5** Consultant's Certificate(s) of Insurance (incorporated by reference);
- 1.1.6** Any and all amendment(s) and Change Orders issued by the City after execution of Agreement (incorporated by reference, as they do not yet exist)
- 1.1.7** All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);
- 1.1.8** All permits and licenses (incorporated by reference), and

1.2 The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Consultant. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the

Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1 Federal, State, and local laws, regulations, charter and ordinances
- 1.2.2 Contract Amendment(s) and Change Orders
- 1.2.3 This Contract
- 1.2.4 Consultant's _____ () page proposal for services and fee schedule entitled " _____ , " dated _____ (Revised _____) which includes the Consultant's fee schedule (the "Scope of Work and Fee Proposal")
- 1.2.5 RFP 7043 Addenda
- 1.2.6 RFP 7043 Documents

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

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

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

3. Responsibilities of the Consultant. All data, information, etc. given by the City to the Consultant and/or created by the Consultant shall be treated by the Consultant as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Consultant agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Consultant disclosure is required to comply with statute, regulation, or court order, the Consultant shall provide prior advance written notice to the City of the need for such disclosure. The Consultant agrees to properly implement the services required in the manner herein provided.

3.1 Use of City Property. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall have access to such areas of City property as the City and the Consultant agree are necessary for the performance of the Consultant's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Consultant may mutually agree. Consultant shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Consultant shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Consultant, City may, but shall not be required to, correct same at Consultant's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.2 Working Hours. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Consultant, unless written permission is obtained from the City to work during other times. This condition shall not excuse Consultant from timely performance under the Contract. The work schedule must be agreed upon by the City and the Consultant.

3.3 Cleaning Up. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Consultant, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Consultant.

3.4 Publicity. Consultant agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

3.5 Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Consultant shall be that standard of care and skill ordinarily used by other members of the Consultant's profession practicing under the same or similar conditions at the same time and in the same locality. The Consultant's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

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

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

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

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

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Consultant, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Consultant.

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

3.7.6 has given the City written notice of any conflict, error or discrepancy that the Consultant has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8 Reporting Requirement. The Consultant shall deliver upon request and as required by the Quality Enhancement Grant, written reports substantiating documents and invoices to the City's Using Agency, City of Waterbury Department of Education, setting forth **(i)** the date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the Consultant and/or delivered by the Consultant during the time period covered by the report., **(iv)** any and all additional useful and/or relevant information. Each report shall be signed by the Consultant.

NOTE: the Consultant's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

3.9 Criminal Background Check and DCF Registry Check. The Consultant shall ensure, and represents to the City, that each and every of Consultants' employees or any person affiliated with the transition site program who will have direct contact with a student pursuant to this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and has stated, in writing, whether criminal charges were ever pending against such person. The Consultant shall further ensure, and represents to the City that any employees who are involved with the students in the transition program have submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Consultant shall not permit any employee with a disqualifying criminal history to have direct contact with a student. The Consultant warrants and represents that it has conducted a records check and has found no such violation.

The provisions of this Section 3.9 regarding criminal background checks and DCF Registry Check 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.

3.10 Confidentiality & Student Data Privacy. To the extent applicable, the Consultant 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, "Consultant" includes any employees of the Consultant, or persons affiliated with the student's transition program.

3.10.1 Student Education Records. The City and the Consultant acknowledge that in the course of the transition program the Consultant 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 Consultant 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 Consultant shall instruct its employees and other persons affiliated with the transition program on their obligations to comply with FERPA.

3.10.2 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 Consultant. As applicable to the transition service(s) and program(s) provided for under this Agreement, the Consultant agrees to comply with the following provisions regarding student data privacy:

3.10.2.1 The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the University or the Student Intern 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 Consultant. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the University or the Student Intern 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 Consultant that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

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

3.10.2.3 The Consultant shall take actions designed to ensure the security

and confidentiality of student data.

3.10.2.4 The Consultant 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 Consultant of a breach of Student Data, the Consultant shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

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

3.10.3 The Consultant 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 Consultant 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.

3.10.4 The provisions of this Section 3.10 regarding student confidentiality, 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 Consultant's written request, the City will provide the Consultant with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Consultant hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Consultant for the purpose of carrying out the services under this Contract.

5. Contract Time. The Consultant shall commence all work and services necessary under this Agreement upon the execution of this Agreement by the Mayor and shall complete all work and services under this Agreement on or before June 30, 2021. ("Contract Time.")

6. Compensation. The City shall compensate the Consultant for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

6.1 Fee Schedule. The fee payable to Consultant shall not exceed -
_____for the entire term of this agreement, with the basis
of payment being as follows and as more particularly set forth in Consultants response to
RFP 7043:

- a.
- b.

6.2 Limitation of Payment. Compensation payable to the Consultant is limited to those fees set forth in Section 6.1 above. Such compensation shall be paid by the City upon review and approval of the Consultant's invoices for payment and review of the work, services, etc. required in this Agreement and such review as may be further required by the Charter and Ordinances of the City. Consultant's invoices shall describe the work, services, reports, plans, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.2.1 Consultant and her employees are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Consultant in an amount equaling the sum or sums of money Consultant and/or her employees is/are, or become(s) delinquent or in arrears on, regarding the Consultant's and/or her employees' real and personal tax obligations to the City.

6.3 Review of Work. The Consultant shall permit the City to review, at any time, all work performed under the terms of this agreement at any stage of the work. The Consultant shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the agreement, settlement of claims or any other matter pertaining to the Consultant's demand for payment. The City shall not certify fees for payment to the Consultant until the City determines that the Consultant has completed the work in accordance with the requirements of this agreement.

6.4 Proposal Costs. All costs of the Consultant in preparing its proposal for this contract shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this agreement or any other agreement.

6.5 Payment for Services, Materials, Employees. The Consultant shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Consultant shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Consultant shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

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

7. Passing of Title and Risk of Loss. Title to all material, reports, plans, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Consultant for that item. Consultant and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

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

8.2 In any and all claims against the City or any of its boards, agents, employees or officers by the Consultant or any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3 The Consultant understands and agrees that any insurance required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

8.4 The Consultant expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

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

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

9. Consultant's Insurance.

9.1 The Consultant shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Consultant and such insurance has been approved by the City. The Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

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

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

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

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

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

9.4.2 Automobile Liability Insurance: **\$1,000,000.00** combined single limit (CSL)

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including owned, hired & non-owned autos.

9.5.3 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**

9.4.4 Professional Liability Insurance: **\$1,000,000.00** each claim. **\$1,000,000.00** aggregate limit

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

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

9.7 Certificates of Insurance: The Consultant's General Liability Insurance policy shall be endorsed to add the City of Waterbury and the Board of Education as an additional insured on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Consultant executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and the Board of Education is listed as additional insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall**

include a Waiver of Subrogation except Professional Liability”. The City's request for proposal number must be shown on the certificate of insurance. The Consultant must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

10.1 Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Consultant's work and services shall be secured in advance and paid by the Consultant. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

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

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

10.3.1 The Consultant is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the “Act”), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut

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

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

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

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

11.2 Equal Opportunity. In its execution of the performance of this Contract, the Consultant shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Consultant agrees to comply with all Local, State and Federal

laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. This section intentionally left blank.

13. **Termination.**

13.1 Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

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

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

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

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

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

appropriated, authorized or otherwise made available by law by giving written notice of termination to the Consultant.

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

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

13.4 Rights Upon Cancellation of Termination.

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

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Consultant for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Consultant shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Consultant may negotiate a mutually acceptable payment to the Consultant for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

13.4.3 Termination by the Consultant. The Consultant may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Consultant shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Consultant will be compensated by the City for work performed prior to such termination date and the Consultant shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, (i) the Consultant shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Consultant for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges the Consultant's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

15. Force Majeure. Neither the Consultant 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 Consultant shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Consultant's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Consultant and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Consultant from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

16.1 The Consultant shall be as fully responsible to the City for the acts and omissions of the Consultant's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Consultant.

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

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

19. Risk of Damage and Loss. The Consultant shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Consultant, by someone under the care and/or control of the Consultant, by any subcontractor of the Consultant, or by any shipper or delivery service. The Consultant shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Consultant shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

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

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

22. Independent Contractor Relationship. The relationship between the City and the Consultant is that of client and independent contractor. No agent, employee, or servant of the Consultant shall be deemed to be an employee, agent or servant of the City. The Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Consultant hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Consultant hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Consultant or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Consultant hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

25.2 Notwithstanding the foregoing subsection A, a Change Order shall not include:

25.2.1 an upward adjustment to a Consultant's payment claim, or

25.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

25.3 That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Consultant, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Consultant's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned **RFP No. 7043** and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 7043**

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

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

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.

The Consultant agrees that 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 Consultant shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

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

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

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

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

Consultant: Sue Vivian
54 Buckland Street
Plantsville, CT 06479

City: City of Waterbury
c/o Department of Education
Attn: Office of Early Childhood
236 Grand Street, 1st Floor
Waterbury, CT 06702

With a copy to: City of Waterbury
Office of the Corporation Counsel
235 Grand Street, 3rd 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 Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

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

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

32.6 It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7 The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations 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 Consultant is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

32.10 The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <https://www.waterburyct.org/content/9569/9605/9613/15125.aspx> [click link titled "The City of Waterbury - Code of Ordinances (Rev. 12/31/19)."] For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

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

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

System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

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

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

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

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto execute this Agreement on the dates signed below.

WITNESS:

CITY OF WATERBURY

Sign & Print Name

By: _____
Neil M. O’Leary, Mayor

Sign & Print Name

Date: _____

WITNESS:

CONSULTANT

Sign & Print Name

By: _____

Sign & Print Name

Date: _____

ATTACHMENT A

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: _____

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.



COST PROPOSAL CITY OF WATERBURY RFP #7034

Service	Cost per Hour
Approximately 50-60 hours per month of program based services to include: Monitor 6-8 individual School Readiness sites. Develop action plans with programs to address needs based on monitoring. Provide job embedded, evidence based coaching to each site. Collaborate with programs and School Readiness Liaison to facilitate group trainings. Provide feedback to School Readiness Council through written reports.	\$150.00

Segment	Description	Timeframe	Cost
Monitor School Readiness Sites	Utilizing the district approved observation form, monitor 6-8 individual School Readiness sites using the quality indicators from the CT School Readiness grant.	October 2021 - June 2022 10 hours per month	10 hours/month x 9 months @ \$150.00/hour = \$13,500.00
	Work with administrative teams at each program to identify trends and areas of focus based on classroom observations.	October - November 2021 20 hours	20 hours @ \$150.00/hour = \$3,000.00
	Provide written observation notes to the teaching staff and program administration along with debriefing with each program team after each observation.	October 2021 - June 2022 10 hours per month	10 hours/month x 9 months @ \$150.00/hour = \$13,500.00
Development of Action Plans & Job-Embedded Coaching	Based on observational data and debriefing work with the educational team, develop action plans for implementation in between observations that will focus on the quality indicators and high-quality learning experiences.	October 2021 - June 2022 30 hours per month	30 hours/month x 9 months @ \$150.00/hour = \$40,500.00
	Based on observational data and the action plans created with the educational teams, provide job embedded coaching to staff.		

Segment	Description	Timeframe	Cost
Facilitate Group Trainings	Based on trends and data collected through observational data, work collaboratively with the School Readiness Liaison to provide professional development group trainings to support goals identified by staff and the School Readiness Council.	January 2022- June 2022 3 hours per month	3 hours/month x 6 months @ \$150.00/hour = \$2,700.00
Provide Reports to School Readiness Council	Provide written updates as to the status of the program trends and data collected to inform professional development, staff development and family enrollment while maintaining coachee confidentiality.	Monthly per School Readiness meeting schedule 1 hour per month	1 hour/month x 9 months @ \$150.00/hour = \$1,350.00
TOTAL ESTIMATED PROJECT COST			\$74,550.00



Professional Development
& School Improvement

Emily Freel, Director

1/25/2022

205 Skiff Street • Hamden, CT 06517 | Phone (203) 407-4408

COST PROPOSAL – REVISED CITY OF WATERBURY RFP #7034

Service	Cost
<p>Approximately 375 hours* of program based services to include:</p> <ul style="list-style-type: none"> Monitoring of school readiness sites/classrooms, including pre/post observations, file review, debrief with program staff and School Readiness Liaison. Development of action plans for program staff and job-embedded coaching between monitoring visits. Research and recommendations for monitoring tools and the development of a proposal for a monitoring protocol. Curriculum review/audit and recommendations for best practices in creating an intentional curriculum. Provide feedback to School Readiness Liaison through oral and written reports. <p>*Though a project plan is included, hours for specific tasks may be adjusted based on needs identified by the School Readiness Liaison. If notice of cancellation of services is received less than 5 business days prior to the service date, the district will be charged the full contracted amount.</p>	\$150.00 per hour
<p>Additional Services:</p> <ul style="list-style-type: none"> Attendance of School Readiness Liaison at Cognitive Coaching Foundation Seminar facilitated by ACES. 	\$1,100.00

Segment	Description	Timeframe	Cost
Monitor School Readiness Sites	<ul style="list-style-type: none"> Utilizing the district approved observation form, monitor 6-8 individual School Readiness sites using the quality indicators from the CT School Readiness grant. Work with administrative teams at each program to identify trends and areas of focus based on classroom observations. Provide written observation notes to the teaching staff and program administration along with debriefing with each program team after each observation. 	Feb - June 2022	Approximately 240 hours @ \$150.00/hour = \$36,000.00

WWW.ACES.ORG/PDSI

Area Cooperative Educational Services • The Regional Educational Service Center Serving South Central Connecticut.
ACES does not discriminate on the basis of race, color, age, ethnicity, national origin, gender, disability or sexual orientation.

Segment	Description	Timeframe	Cost
Development of Action Plans & Job-Embedded Coaching	<ul style="list-style-type: none"> Based on observational data and debriefing work with the educational team, develop action plans for implementation in between observations that will focus on the quality indicators and high-quality learning experiences. Based on observational data and the action plans created with the educational teams, provide job embedded coaching to staff. 	Feb - June 2022	Approximately 60 hours @ \$150.00/hour = \$9,000.00
Research & Development in Support of Cohesive Processes	<ul style="list-style-type: none"> Research and recommendations for monitoring tools and the development of a proposal for a monitoring protocol. Curriculum review and recommendations for best practices in creating an intentional curriculum. 	Feb – June 2022	Approximately 50 hours @ \$150.00/hour = \$7,500.00
Cognitive Coaching Foundation Seminar Facilitated by ACES	<ul style="list-style-type: none"> Support of School Readiness Liaison in the coaching and supervision of program staff. Outcomes include: <ul style="list-style-type: none"> Increased teacher effectiveness Improved communication skills Informed decision-making skills Refinement of good questioning skills Reshaped ability to think and resolve problems 	8 days beginning March 2022	\$1,100.00
Provide Reports to School Readiness Liaison	Provide written and/or oral status updates of program trends and data collected to inform professional development, staff development and family enrollment while maintaining coachee confidentiality.	Monthly	Approximately 25 hours @ \$150.00/hour = \$3,750.00
TOTAL ESTIMATED PROJECT COST			\$57,350.00



Date: January 26, 2022

To: Kevin McCaffery, Purchasing Director

From: Krista Pisano, School Readiness Liaison

Subject: RFP No. 7034- Early Childhood Consultant Services
Under School Readiness Early Childhood FY22
Supplemental Administrative Grant

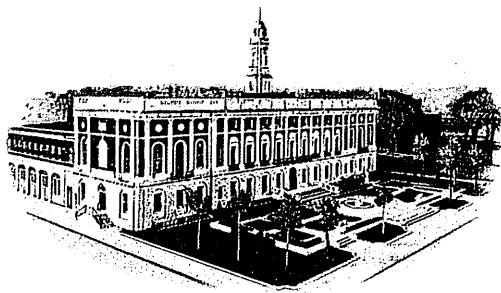
The responses to the request for consultant services for RFP No. 7034 were received in August of 2021.

The Selection Committee was comprised of the following three (3) members:

- Darren Schwartz, Interim Deputy Superintendent
- Maureen Bergin, Supervisor, Office of Early Childhood
- Krista Pisano, School Readiness Liaison

Responses were received from two consultant agencies in August of 2021. Due to the vacancy in the School Readiness office, the responses were not reviewed until January 12, 2022. Each agency's response was thoroughly reviewed and discussed by the selection committee. Each agency's experience, comparable project experience and expertise, resources and other factors were discussed at length by the committee. The Selection Committee unanimously voted to award the consulting contract to ACES.

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

January 31, 2022

Emily Freel
Area Cooperative Educational Services (ACES)
205 Skiff Street
Hamden, CT 06517

RFP# 7034
Project: Early Childhood Educational Consultation Services Under School
Readiness Early Childhood FY22 Supplemental Administrative Grant

Dear Ms. Freel,

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

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office

Date: 2/3/2022

To: Jerry Gay-Contract Manager
Department of Education

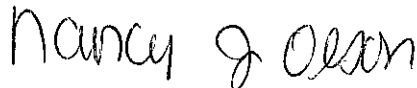
Subject: Tax Clearance

As of this date, the records in the Tax Collector's Office indicate that the following **is not delinquent**.

Area Cooperative Educational Services (ACES)
300 State St.
North Haven, CT

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
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Submitting Department: BOE

Contact Name: Mary Sue Hincks

Description of Project/Work/Services: School Readiness Consultants

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

Professional Liability/E&O: **\$1,000,000 each Wrongful Act**
 \$1,000,000 Aggregate

Handwritten signature in blue ink, followed by the date 7/26/21.

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.

Don Lorusso

From: Mary Sue Hincks <mhincks@waterbury.k12.ct.us>
Sent: Monday, July 26, 2021 1:40 PM
To: Don Lorusso
Subject: FW: QE Insurance Requirements
Attachments: Don QE Previous contract.pdf; Risk management specs.pdf

I am so sorry to keep missing you today; insanity prevails over here. I am issuing an RFP working with Angela from CC. She told me to get a recommendation of insurance requirements from your office that can be included in the RFP and the contract. Earlier I sent you section 9 of the contract that outlines insurance specs. I found another more encompassing list of coverage. Can you please review both and initial the coverage bidders/contractors would need to have. These consultants will be in classrooms, not alone with children, but will be working with both adults and children in community programs.

From: Mary Sue Hincks
Sent: Monday, July 26, 2021 9:30 AM
To: 'Don Lorusso' <dlorusso@waterburyct.org>
Subject: QE Insurance Requirements

Good morning,
Sorry to have missed your call. The attachment is from a contract with Sue Vivian from 2019. Can you send me requirements for developing a consultant contract? I am back in the office.
Thanks

Mary Sue Hincks
School Readiness Liaison Waterbury
Office of Early Childhood
30B Church Street
Waterbury, CT 06702
Office (203) 573-6684
mhincks@waterbury.k12.ct.us

Educating the mind without educating the heart is no education at all- Aristotle

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

2/03/2022

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).

PRODUCER USI Insurance Services LLC 530 Preston Avenue Meriden, CT 06450 855 874-0123	CONTACT NAME: James Lewis PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): 888 813-0463 E-MAIL ADDRESS: james.lewis@usi.com INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co of Pitts, PA NAIC # 19445 INSURER B: Workers Compensation Trust (CT) NONE INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Area Cooperative Educational Services 350 State Street North Haven, CT 06473	

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GPNUEP001516001	07/01/2021	07/01/2022	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 \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			GPNUEP001516001	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			GPNUEP001516001	07/01/2021	07/01/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0131406	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,500,000 E.L. DISEASE - EA EMPLOYEE \$2,500,000 E.L. DISEASE - POLICY LIMIT \$2,500,000
A	Abusive Act			GPNUEP001516001	07/01/2021	07/01/2022	\$1,000,000/\$2,000,000
A	Professional Liab			GPNUEP001516001	07/01/2021	07/01/2022	\$1,000,000/\$2,000,000

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

Re: School Readiness Consultants

The City of Waterbury and the Waterbury Board of Education are included as additional insured on a primary and non-contributory basis for General Liability, Automobile Liability, and Umbrella Liability only when required by written contract. The City of Waterbury and the Waterbury Board of Education are included as additional insured under Professional Liability. Rights of Subrogation against the City of Waterbury and (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of Waterbury and the
 Waterbury Board of Education
 236 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

John J. Ulicki

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DESCRIPTIONS (Continued from Page 1)

the Waterbury Board of Education are waived with respect to General Liability and Automobile Liability only when required by written contract.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.6

February 17, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve to authorize the Superintendent of Schools to transmit the 2022-2023 Department of Education's budget request in the amount of \$158,375,000.00, to the Mayor.

Approved

Rocco F. Orso



WATERBURY
PUBLIC SCHOOLS

Core Values

- Holds high expectations for excellence in teaching and learning.
- Promotes equity in policy, practice and resources
- Provides students quality learning experience aligned to our Portrait of the Graduate
- Acts as stewards for community resources, managing our assets to ensure equity and excellence.
- Recognizes that meaningful relationships are the foundations of a high-quality education.
- Commits to embracing a diverse community.
- Commits to civility, honesty, responsibility and transparency.

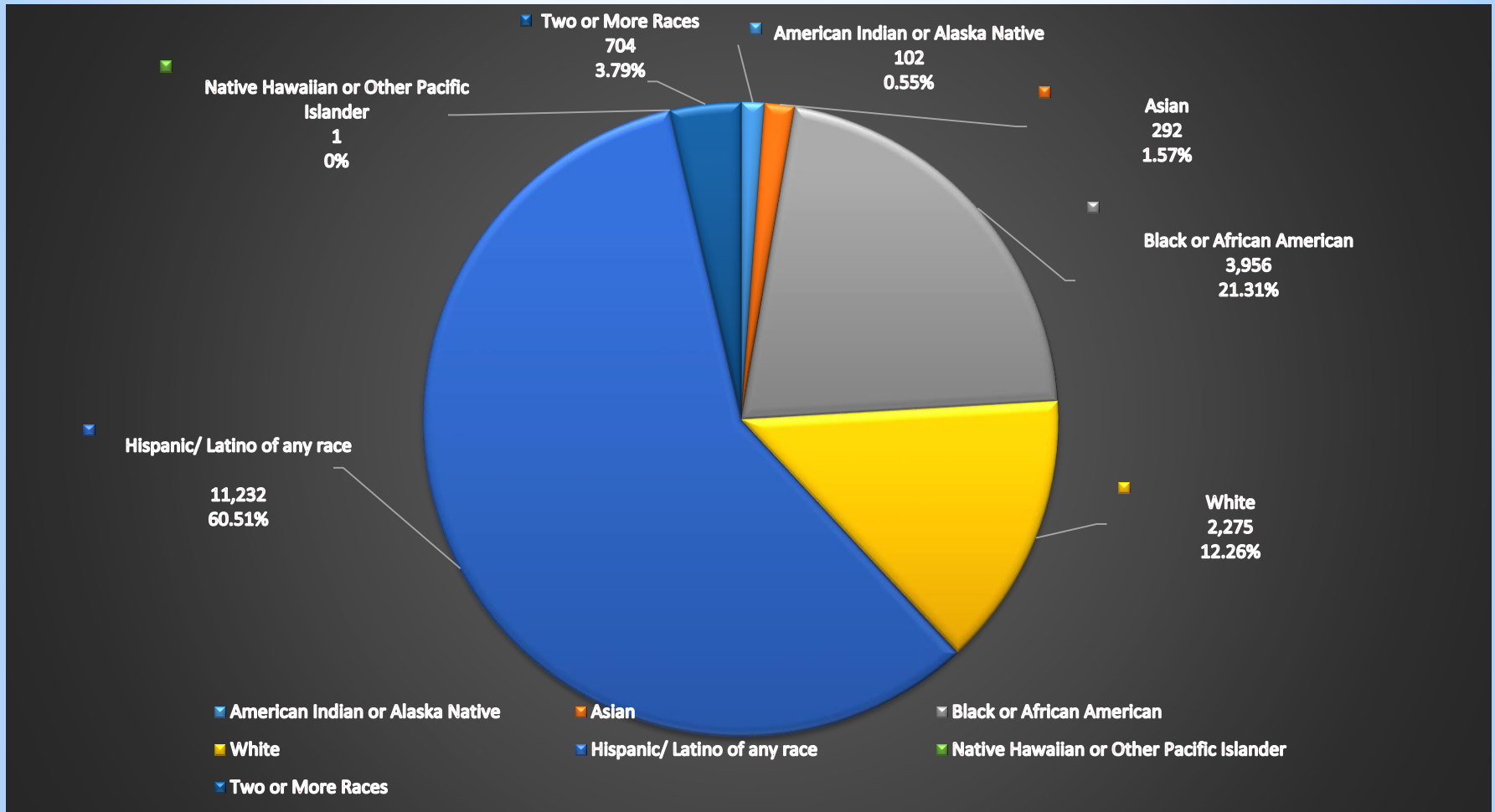
WATERBURY PUBLIC SCHOOLS

Strategic Plan Model



Waterbury Student Population

Total Number of Students 18,562



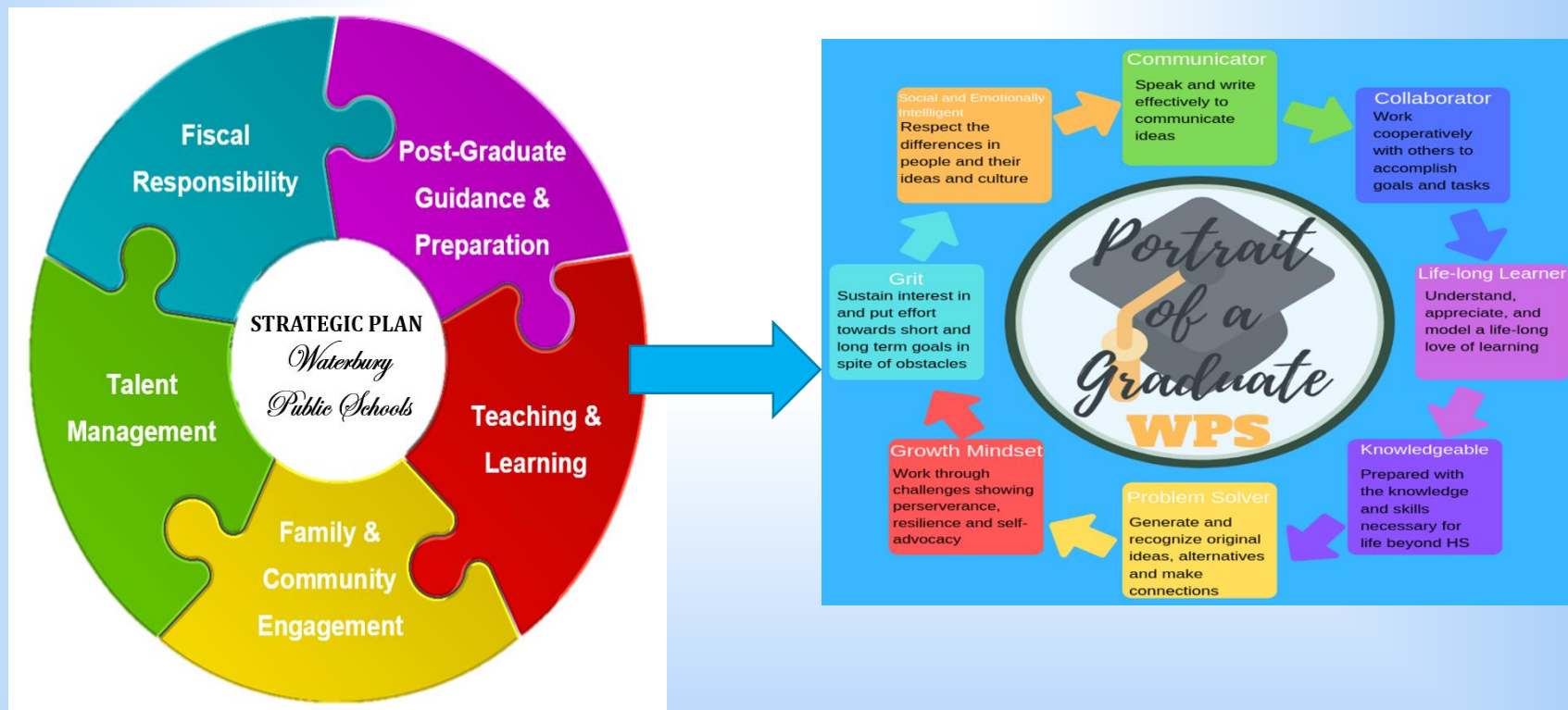


WATERBURY
PUBLIC SCHOOLS

Goals:

- ☐ **Academic Excellence**
- ☐ **Safe and Healthy Schools**
- ☐ **Financial Stability and Sustainability**

Waterbury Public Schools



2022 – 2023 BUDGET PROCESS

Fall through December:

- Planning and Preparation

January-February:

- Review by Board of Education and Recommendation to Mayor

First week of April:

- Mayor's Budget to Board of Aldermen

April to first week of June:

- Board Of Aldermen Holds Meetings, Hearings, Considers Actions, Adopts Budget

Early June:

- Board of Education makes Line Item Changes, Adopts Final Budget

2022 - 2023 BUDGET PRIORITIES

Strategic Plan : Fiscal Responsibility

- **Goal 1 Aligned Budget** - Increase the capacity of the district and decision-makers to build a budget aligned to its strategic priorities for increasing access to equitable opportunities for all students.
- **Goal 2 Consolidated Long Range Planning** - Develop and consolidate long-range plans prioritizing programmatic, facilities, and infrastructure needs in order to support a stable and sustainable district

GENERAL FUND & ALLIANCE EDUCATION BUDGET

FISCAL YEAR	APPROVED CITY BUDGET	STATE APPROVED ALLIANCE BUDGET	COMBINED YEARLY BUDGET
2016-2017	\$158,375,000	\$19,988,884	\$178,363,884
2017-2018	\$158,375,000	\$19,988,884	\$178,363,884
2018-2019	\$158,375,000	\$22,584,082	\$180,959,082
2019-2020	\$158,375,000	\$29,403,470	\$187,778,470
2020-2021	\$158,375,000	\$36,473,359	\$194,848,359
2021-2022	\$158,375,000	\$43,605,615	\$201,980,615
2022-2023	\$158,375,000	\$50,737,863	\$209,112,863

EDUCATION COST SHARING GRANT

FISCAL YEAR	(TOTAL ECS WATERBURY)	CITY	ALLIANCE
2016-2017	\$133,606,066	\$113,617,182	\$19,988,884
2017-2018	\$133,356,066	\$113,367,182	\$19,988,884
2018-2019	\$136,201,264	\$113,617,182	\$22,584,082
2019-2020	\$143,020,652	\$113,617,182	\$29,403,470
2020-2021	\$150,090,541	\$113,617,182	\$36,473,359
2021-2022	\$157,222,797	\$113,617,182	\$43,605,615
2022-2023	\$164,355,045	\$113,617,182	\$50,737,863

Education Department

2022-2023 Proposed Budget Summary

	Expenditures 2020-2021	Approved Budget 2021-22	Proposed Budget 2022-2023	Inc/Dec
Salaries	\$101,935,768	\$140,502,126	\$140,592,593	\$90,467
Benefit Expense	\$8,082,450	\$6,094,800	\$8,094,800	\$2,000,000
Instructional Expense	\$4,536,736	\$2,446,840	\$2,500,590	\$53,750
Purchased Services Expense	\$25,542,602	\$30,509,424	\$33,721,054	\$3,211,630
Property Expense	\$9,384,067	\$8,488,716	\$8,569,402	\$80,685
Miscellaneous Expense	\$7,287,858	\$265,200	\$260,200	(\$5,000)
New Items	\$0	\$1,574,720	\$879,345	(\$695,375)
Gross Budget Proposal	\$156,769,481	\$189,881,827	\$194,617,985	\$4,736,157
Alliance Year 10 (Operating Budget)		(\$27,881,827)	\$0	\$27,881,827
Alliance Year 11 (Operating Budget)		\$0	(\$30,623,204)	(\$30,623,204)
Alliance Year 11 (Portion of Alliance Increase for Operating Budget)		\$0	(\$1,994,780)	(\$1,994,780)
General Fund 2016-2017 Surplus		(\$450,000)	(\$450,000)	\$0
General Fund 2015-2016 Surplus		(\$1,000,000)	(\$1,000,000)	\$0
General Fund 2014-2015 Surplus		(\$1,000,000)	(\$1,000,000)	\$0
City Non Lapsing Account		(\$500,000)	(\$500,000)	\$0
Contingency Surplus		(\$675,000)	(\$675,000)	\$0
Total Budget Proposal	\$156,769,481	\$158,375,000	\$158,375,000	\$0

Major Account Increase/Decrease

EDUCATION DEPARTMENT BOE Proposed Budget 2022-2023

2022-2023 BOE Proposed Gross Budget	\$194,617,985
<u>2021-2022 BOA Approved Budget (same as FY23)</u>	<u>\$158,375,000</u>
Difference	\$36,242,985
Alliance Year 11 (Operating Budget)	(\$30,623,204)
Contingency/ General Fund Surplus	(\$3,625,000)
Alliance Year 11 (Portion of Alliance increase for Operating Budget)	(\$1,994,780)
BUDGET DIFFERENCE	\$0

Major Account Increase/Decrease:

CONTRACTUAL & OTHER SALARY INCREASES		\$4,300,235
Alliance Year 11 Certified Staff		(\$2,741,377)
Contractual Union Salary Increase % FY23		
SAW (Step increase); WTA (Step Increase)		
Pending Unions - Contingency Placeholder WMAA , BC and WC Contracts		
NEW ITEMS	\$879,345	(\$695,375)
International School Grade 3 Expansion (3) Teachers	\$135,000	
Wendell Cross Grade 7 Expansion (8) Teachers	\$440,000	
Waterbury Promise Program Contribution	\$250,000	
Payroll Clerk II BOE (1)	\$54,345	
PROJECTED RESIGNATIONS/ATTRITION (Certified & Non-Certified)		(\$2,308,915)
SUBSTITUTE TEACHERS		(\$1,850,000)
PROFESSIONAL SERVICES (Substitutes Outside Contractor)		\$1,500,000
PUPIL TRANSPORTATION (3% escalator)		\$505,688
HEALTH BENEFIT PLAN		\$2,000,000
OUT OF DISTRICT TUITION (Regular Ed/School Choice)		\$1,300,000
MISCELLANEOUS ITEMS		(\$15,476)
ALLIANCE YEAR 11 (Portion of Alliance increase for Operating Budget)		(\$1,994,780)
BUDGET DIFFERENCE		\$0

Education Department

New Items	Proposed Budget 2022-2023
International School Grade 3 Expansion (3) Teachers	\$135,000
Wendell Cross Grade 7 Expansion (8) Teachers	\$440,000
Waterbury Promise Program Contribution	\$250,000
Payroll Clerk II BOE (1)	\$54,345
Total New Items	\$879,345

Education Department

	Expenditures	Approved	Proposed	
Salaries	2020-2021	Budget 2021-22	Budget 2022-2023	Inc/Dec
511 Instructional Regular Payroll	\$58,092,771	\$90,190,093	\$94,507,352	\$4,317,259
511 Special Education Payroll	\$30,492,459	\$34,181,896	\$33,621,248	(\$560,648)
511 Administration Payroll	\$1,081,081	\$1,046,096	\$1,337,192	\$291,095
511 Fiscal Administration Payroll	\$446,934	\$592,955	\$604,708	\$11,753
511 Operation and Maintenance Payroll	\$6,564,504	\$8,059,161	\$8,227,737	\$168,576
511 Human Resources Payroll	\$400,409	\$696,580	\$744,327	\$47,747
511 Student Transportation Payroll	\$724,700	\$712,245	\$737,655	\$25,410
511 Adult Education Payroll	\$1,210,996	\$1,350,000	\$1,350,000	\$0
511 Operation and Maintenance Overtime	\$426,532	\$600,000	\$600,000	\$0
511 Outside Activities Overtime	\$43,986	\$250,000	\$200,000	(\$50,000)
511 Administration Overtime	\$52,343	\$40,000	\$40,000	\$0
511 Athletic & Extra Compensatory	\$697,875	\$875,000	\$875,000	\$0
511 Extra Police Protection		\$55,000	\$55,000	\$0
511 Substitute Teacher Payroll	\$559,158	\$2,000,000	\$150,000	(\$1,850,000)
511 Education Longevity	\$12,170	\$11,515	\$9,705	(\$1,810)
511 Projected Resignations/Attrition Certified	\$0	(\$931,085)	(\$2,000,000)	(\$1,068,915)
511 Projected Resignations/Attrition Non-Certified	\$0	(\$260,000)	(\$1,500,000)	(\$1,240,000)
511 Certified Early Incentive & Vacation Sick Time Buyout	\$1,129,852	\$1,032,669	\$1,032,669	\$0
Total Salaries	\$101,935,768	\$140,502,126	\$140,592,593	\$90,467

Education Department

Benefit Expense	Expenditures 2020-2021	Approved Budget 2021-2022	Proposed Budget 2022-2023	Inc/Dec
522 Health Benefit Fund	\$8,000,000	\$6,000,000	\$8,000,000	\$2,000,000
529 Car & Meal Allowance	\$82,450	\$94,800	\$94,800	\$0
Total Benefits	\$8,082,450	\$6,094,800	\$8,094,800	\$2,000,000

Education Department

	Expenditures	Approved Budget	Proposed Budget	
Instructional Expense	2020-2021	2021-2022	2022-2023	Inc/Dec
561 Instructional Supplies	\$3,786,219	\$1,620,000	\$1,620,000	\$0
561 Office Supplies	\$66,210	\$71,840	\$75,590	\$3,750
561 Emergency/Medical Supplies	\$2,472	\$2,000	\$2,000	\$0
561 Intake Center Supplies	\$3,279	\$3,500	\$3,500	\$0
561 Recruitment Supplies	\$43,324	\$50,000	\$50,000	\$0
561 Medicaid Supplies	\$11,038	\$12,500	\$12,500	\$0
561 Janitorial Supplies	\$185,620	\$200,000	\$250,000	\$50,000
561 Buildings & Grounds Supplies	\$272,334	\$300,000	\$300,000	\$0
567 Clothing	\$30,124	\$40,000	\$40,000	\$0
567 Crossing Guard Uniforms	\$1,639	\$2,000	\$2,000	\$0
569 Recreational Supplies	\$8,303	\$15,000	\$15,000	\$0
569 Athletic Supplies	\$126,176	\$130,000	\$130,000	\$0
Total Instructional Expense	\$4,536,736	\$2,446,840	\$2,500,590	\$53,750

Education Department

	Expenditures	Approved Budget	Proposed Budget	Inc/Dec
Purchased Services Expense	2020-2021	2021-2022	2022-2023	
533 Professional Services	\$0	\$0	\$1,500,000	\$1,500,000
533 Evaluation and Testing	\$8,703	\$12,500	\$10,000	(\$2,500)
533 Consulting	\$1,232,561	\$337,125	\$325,000	(\$12,125)
533 Auditing	\$51,988	\$52,955	\$54,000	\$1,045
539 Sport Officials	\$17,081	\$35,000	\$30,000	(\$5,000)
539 Report Cards	\$0	\$0	\$0	\$0
539 Messenger Service	\$25,418	\$24,978	\$27,000	\$2,022
551 Pupil Transportation	\$12,050,230	16,856,266	\$17,361,954	\$505,688
553 Postage	\$70,381	\$60,000	\$60,000	\$0
553 Telephone	\$222,249	\$250,000	\$175,000	(\$75,000)
553 Wide-area Network	\$47,269	\$93,600	\$93,600	\$0
556 Out of District Tuition	\$8,905,535	\$9,700,000	\$11,000,000	\$1,300,000
556 Purchased Services - Outside Special Ed	\$2,866,963	\$3,000,000	\$3,000,000	\$0
557 Tuition Reimbursement	\$3,545	\$6,000	\$6,000	\$0
558 Travel Expenses	\$0	\$20,000	\$5,000	(\$15,000)
559 Advertising	\$0	\$20,000	\$32,500	\$12,500
559 Printing & Binding	\$15,971	\$15,000	\$15,000	\$0
559 Insurance - Athletics	\$24,707	\$26,000	\$26,000	\$0
Total Purchased Services Expense	\$25,542,602	\$30,509,424	\$33,721,054	\$3,211,630

Education Department

	Expenditures	Approved Budget	Proposed Budget	Inc/Dec
Property Expense	2020-2021	2021-2022	2022-2023	
543 General Repairs & Maintenance	\$1,137,815	\$1,263,103	\$1,330,000	\$66,897
543 Maintenance - Service Contracts	\$666,642	\$730,000	\$750,000	\$20,000
544 Building Rental	\$717,446	\$562,674	\$562,084	(\$590)
545 Water	\$178,468	\$270,000	\$250,000	(\$20,000)
545 Electricity	\$2,757,545	\$3,129,855	\$3,129,855	\$0
545 Security & Safety	\$83,784	\$125,000	\$125,000	\$0
561 Diesel/Propane	\$233,593	\$457,084	\$471,463	\$14,379
561 Gasoline	\$43,102	\$35,000	\$60,000	\$25,000
561 Natural Gas	\$1,607,859	\$1,666,000	\$1,666,000	\$0
575 Furniture	\$15,854	\$50,000	\$25,000	(\$25,000)
575 Office Equipment	\$1,872,724	\$160,000	\$160,000	\$0
575 Plant Equipment	\$69,235	\$40,000	\$40,000	\$0
575 Building Improvement	\$0	\$0	\$0	\$0
Total Property Expense	\$9,384,067	\$8,488,716	\$8,569,402	\$80,685

Education Department

	Expenditures	Approved Budget	Proposed Budget	
Miscellaneous Expense	2020-2021	2021-2022	2022-2023	Inc/Dec
589 Mattatuck Museum	\$9,873	\$13,000	\$13,000	\$0
589 Board of Ed Commissioners	\$20,701	\$20,700	\$20,700	\$0
589 Emergency Fund	\$9,177	\$9,500	\$9,500	\$0
589 Mileage	\$2,732	\$20,000	\$15,000	(\$5,000)
589 Coaches Reimbursements	\$987	\$7,000	\$7,000	\$0
589 Dues & Publications	\$56,637	\$60,000	\$60,000	\$0
591 Athletic Revolving Fund	\$135,000	\$135,000	\$135,000	\$0
591 Sinking Fund	\$7,052,752	\$0	\$0	\$0
Total Miscellaneous Expense	\$7,287,858	\$265,200	\$260,200	(\$5,000)

2022 - 2023 BUDGET SUMMARY

2022-2023 Proposed Budget	\$158,375,000
2022-2023 BOA Education Budget**	\$158,375,000
Difference	\$ 0

** BOA Education Budget
(meets the Minimum Budget Requirement - MBR)

Questions and Answers

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.7

February 17, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Memorandum of Agreement with Dr. Patricia Frageau to provide Impartial Hearing Officer services.

Approved

Rocco F. Orso

MEMORANDUM OF AGREEMENT

BETWEEN

THE CITY OF WATERBURY

AND

DR. PATRICIA FRAGEAU

This Memorandum of Agreement ("AGREEMENT") is entered into by and between the City of Waterbury ("CITY") and Dr. Patricia Frageau ("CONTRACTOR").

WHEREAS, the Contractor served as an administrator and notably, in her ultimate position as a principal for the Waterbury Board of Education until her retirement.

WHEREAS, said role as an administrator covered responsibilities related to student discipline, including expulsion proceedings.

WHEREAS, the statute governing student expulsions, specifically, Section 10-233d(b) allows a Board of Education to appoint an impartial hearing officer to oversee expulsion proceedings.

WHEREAS, the Board's impartial hearing officer will be unavailable for a period of time and the position will be temporarily vacant beginning in December 2021.

WHEREAS, the Superintendent desires to retain the services of said Contractor for at least the remainder of 2021-22 school year to serve as an impartial hearing officer, subject to appointment of the Board of Education, to oversee student expulsion proceedings.

NOW THEREFORE, parties agree that:

1. The Contractor shall perform faithfully, objectively and to the best of her ability oversight of student expulsion proceedings, which includes presiding over expulsion hearings and drafting expulsion hearing decisions in accordance with the statutory timelines and requirements.
2. Effective January 1, 2022, in consideration for any services to be performed by the Contractor, the City agrees to pay the Contractor a total of Sixty Dollars (\$60.00) per hour.
3. The relationship between the parties shall be that of an independent contractor and shall not be deemed an employee of the City or the Board of Education and shall not receive any employee benefits.
4. The total payments made pursuant to this Agreement shall not exceed a total sum in excess of \$49,000 for the duration of this Agreement.
5. The City shall not be responsible for any expenses incurred by the Contractor in the performance of the services she provides for the Board.

6. The Contractor may engage in and undertake additional professional activities so long as said activities do not interfere with the faithful performance of her duties and obligations to the City, and shall fully comply with the City's Code of Ordinances. The Contractor hereby is charged with the requirement that s he has knowledge of and will fully comply with all relevant provisions of the City's Code of Ordinances, including Chapters 38, titled "Centralized Procurement System" and Chapter 39, titled "Ethics and Conflicts of Interest".
7. Either party may, with or without cause, terminate this Agreement upon thirty (30) days written notice to the other.
8. This Agreement contains the entire Agreement between the parties and supersedes all prior agreements, understandings, memorandums and employment relationship between the parties. Any amendment hereto must be in writing, executed by both parties.
9. The parties agree that the rights and obligations herein under shall be governed by, and construed in accordance with the laws of the State of Connecticut and that any action in law, suit in equity or other judicial proceeding for the enforcement of any provision shall be instituted only in the courts of the County of New Haven, Judicial District of Waterbury, State of Connecticut, on in any federal court within the District of Connecticut.
10. The parties agree that this Agreement is specific to Dr. Patricia Frageau and that this Agreement shall not constitute a precedent and shall not be used as evidence in any future case, legal proceeding, including administrative or civil proceedings, except a legal proceeding intended to enforce the specific provisions of this Agreement.
11. The parties further agree that this contract shall terminate no later than December 31, 2022.

Dated at Waterbury, Connecticut this _____ day of _____, 2022.

FOR THE CITY:

FOR THE CONTRACTOR:

Neil M. O'Leary, Mayor

Dr. Patricia Frageau

Date

Date

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON POLICY & LEGISLATION

Item #13.1

February 17, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Policy & Legislation moves that the Waterbury Board of Education approve the revised Use of Face Masks/Covers – Policy C-01.

Approved

Elizabeth C. Brown

Policy Concerning the Use of Face Masks/Coverings

This policy pertains to students, faculty, staff, and visitors.

The Board of Education (Board) is implementing this masking requirement to promote the safest possible learning, teaching and work environment for students, faculty, staff and visitors during the COVID-19 pandemic. The first priority of the Board is the health and well-being of students and staff as the District implements the safe reopening of schools.

The Center for Disease Control (CDC), the Connecticut Department of Public Health (DPH) and the Connecticut State Department of Education, as outlined in *Adapt, Advance, Achieve: Connecticut's Plan to Learn and Grow Together* and subsequent guidance, requires the wearing of face coverings for all students and staff when they are inside school buildings and while riding school transportation vehicles, with certain limited exceptions.

Definitions

Face covering/mask – a cloth, paper, or disposable face covering that covers the nose and mouth. It may or may not be medical grade. (Evidence shows that the proper wearing of facial masks or coverings helps stop the spread of the virus, which is currently by droplets when an individual coughs, sneezes or talks.)

Face shield – a clear, plastic shield that covers the forehead, extends below the chin and wraps around the sides of the face, protecting the eyes, nose and mouth from contamination from respiratory droplets, along with masks or respirators.

Transportation

Student passengers are required to wear a face mask or cloth face covering that completely covers the nose and mouth during transit. The student's face covering must be in place prior to boarding the bus, van or other vehicles and must be kept in place until they are completely off the bus or van. The Board shall provide back-up masks if students do not have face coverings when boarding a school bus or van. The face mask or cloth face covering is also applicable to the drivers of the vehicle.

School Buildings and Grounds

All students, staff, and visitors are required to use face coverings, that completely covers the nose and mouth, when they are inside the school building or on school grounds, even when social distancing is maintained. An individual shall be excused from this requirement for the following listed reasons, per CDC guidance:

The individual:

1. has trouble breathing;
2. is unconscious;
3. is incapacitated; or
4. cannot remove the mask or face covering without assistance.

Policy Concerning the Use of Face Masks/Coverings, continued

In addition, masks or face coverings shall not be required for anyone who has a medical reason making it unsafe to wear a face mask or face covering as set forth in the most recent, applicable guidance. A written notification from a licensed medical provider, the Department of Developmental Services or other state agency that provides or supports services for people with emotional, intellectual or physical disabilities, or a person authorized by any such agency is required in order for the Board to permit a medical exemption. Recognized medical exemptions are uncommon and thus, medical documentation must be sufficient for the District to make a determination. In the case of a student request, the District may consider documentation already included in the requesting student's existing school records. Decisions regarding a requested mask exemption for students, faculty and staff will be made by the building administrator in conjunction with Central Office. When a student request for an exemption is based on a disability, then a PPT or a Section 504 meeting, as appropriate, should be contemplated and held to consider possible programming revisions or accommodations.

~~Parents/guardians may not excuse their child from this face mask requirement, by signing a waiver, because such wearing is a mandated requirement that the Office of the Governor, the Connecticut State Department of Education, and/or the Connecticut State Department of Public Health have defined as necessary for school districts to comply with in order to open schools from the COVID-19 caused closure.~~

In addition to the wearing of face masks, the District will maximize social distancing between student's workstations and desks, and maximize space between the teacher and students to reduce the risk of increased droplets from teachers during instruction.

Transparent (clear) masks should be considered as an option for teachers and students in classes for hearing impaired students. Pre-K and special education teachers should consider wearing clear masks.

Face shields may be an option for those students with medical, behavioral or other challenges who are unable to wear face masks or coverings. The Board recognizes that face shields are not as effective for source control and should be used only when other methods are not available or appropriate. Therefore, the use of face shields for those with medical conditions is done with the understanding of their limitations and a heightened need for adherence to social distancing guidelines.

The Board shall provide to any student, staff member or visitor a face mask if such individual does not have one. Training shall be provided as necessary regarding the proper use of face coverings. Information shall be provided to staff, students and students' families regarding the proper use, removal and washing of cloth face coverings.

Limited Exceptions to Use of Face Coverings

When other and appropriate mitigating practices are in place, such as social distancing, students will not be required to wear face masks or coverings while eating, drinking, during physical education classes, or when students are outside and effectively practicing social distancing and

Policy Concerning the Use of Face Masks/Coverings, continued

any other possible mitigants. Exceptions may also be necessary for certain special education students or other special populations.

Face shields may be useful in situations where it is important for students to see how a teacher pronounces words (e.g. English Learners, early childhood, foreign language, etc.) and social distancing is maintained. However, face shields alone are not a sufficient alternate to the wearing of face mask for source control.

Mask Breaks

Breaks from wearing masks shall be scheduled throughout the school day, by the teacher, provided that social distancing guidelines are maintained and limitations are enforced regarding student and staff mobility.

During a time designated for eating, face masks or coverings may be removed. Masks are required in all dining areas while entering and leaving or getting food and drinks. They may be removed at appropriately socially distanced tables in order to eat but must be replaced after eating.

A recess period may be used as a break from wearing masks when social distancing guidelines are maintained to the greatest degree feasible.

Violations of this Policy

Violations of this policy, whether by students or staff, shall be handled in the same manner as other violations of applicable Board policies.

If a student refuses to wear a face mask or covering and does not fulfill any of the limited exemptions allowed by this policy, such student shall be removed from the classroom and/or school common area and sent to an isolated area (preferably not the school's "isolation room"). The parent/guardian shall be contacted to rectify the situation, at which time school personnel should explain the options available regarding schooling and for the possible removal of the child from the school setting.

If a visitor refuses to wear a face covering, for non-medical reasons, entry to the school/district facility may be denied.

Community Outreach

The District shall engage in community education programs including signage, mass and targeted communication, and positive reinforcement that will actively promote mask use consistent with CDC, DDH, CSDE and OSHA guidance. Community members will be reminded that mask use does not replace the need for social distancing, washing of hands and other preventative practices recommended by all appropriate authorities.

Policy Concerning the Use of Face Masks/Coverings, continued

Other Considerations

- The District shall maintain in each school a supply of disposable face coverings in the event that a staff member, student or visitor does not have one for use.
- Special attention must be given to putting on and removing face coverings for purposes such as eating. After use, the front of the face covering is considered contaminated and should not be touched during removal or replacement. Hand hygiene should be performed immediately after removing and after replacing the face covering.
- Face shields with face masks may be used by staff who support students with special healthcare needs such as those who are unable to wear masks and who may need assistance with activities of daily living, such as toileting and eating.
- Mask use will not be required by staff when they are alone in private offices. However, they are required to wear a mask when anyone enters a private office space and required to wear a mask if their office space is physically shared with others and does not allow for adequate physical distancing, or if the work area is frequented by others (such as a reception area).

This policy shall remain in effect until COVID-19 is no longer declared a public health emergency or ~~the applicable Executive Orders regarding mask use have been repealed~~ the Board repeals this policy. The Superintendent and the District shall have the right to interpret and apply the provisions of this policy subject to applicable law and the most recent guidance at the time that any question, issue or inquiry arises.

(cf. 5141.22 – Communicable/Infectious Diseases)

Legal Reference:

Connecticut General Statutes
10-154a Professional communications between teacher or nurse and student.
10-207 Duties of medical advisors.
10-221 Boards of education to prescribe rules.
19a-221 Quarantine of certain persons.
CT. Executive Order 7NNN, August 14, 2020
The Family Educational Rights and Privacy Act of 1974, (FERPA), 20 U.S.C. 1232g, 45 C.F.R. 99.
Adapt, Advance, Achieve: Connecticut's Plan to Learn and Grow Together
Connecticut LEA School Reopening Template
CDC Considerations for Schools
CDC Symptoms of Coronavirus
CDC Quarantine & Isolation
CDC Use of Cloth Face Coverings to Help Slow the Spread of COVID-19
CDC Interim Guidance for Administrators of US K-12 Schools and Child Care Programs
CDC Schools Decision Tree for Schools Reopening
CSDE Addendum 11, Interim Guidance for Use of Face Coverings in School During Covid-19, August 31,
2020 available at <https://portal.ct.gov/-/media/SDE/COVID-19/Addendum11-Interim-Guidance-for-the-Use-of-Facemasks.pdf>
CSDE September 2, 2020 FAQs available at https://portal.ct.gov/-/media/SDE/Digest/2020-21/ReopeningFAQs_Volume3.pdf

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON SCHOOL PERSONNEL

Item #15.1

February 17, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on School Personnel moves that the Waterbury Board of Education approve the appointment of _____, as recommended by the Superintendent of Schools, as PreK-8 Principal, Reed School, effective March 7, 2022.

Approved

Juanita P. Hernandez

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON SCHOOL PERSONNEL

Item #15.2

February 17, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on School Personnel moves that the Waterbury Board of Education approve the appointment of _____ as recommended by the Superintendent of Schools, as Elementary School Principal, Sprague School, effective immediately.

Approved

Juanita P. Hernandez

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON SCHOOL PERSONNEL

Item #15.3

February 17, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on School Personnel moves that the Waterbury Board of Education approve the appointment of _____ as recommended by the Superintendent of Schools, as Elementary Vice Principal, Bucks Hill School, effective immediately.

Approved

Juanita P. Hernandez

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON SCHOOL PERSONNEL

Item #15.4

February 17, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on School Personnel moves that the Waterbury Board of Education approve the appointment of _____ as recommended by the Superintendent of Schools, as Elementary Vice Principal, Chase School, effective immediately.

Approved

Juanita P. Hernandez

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON SCHOOL PERSONNEL

Item #15.5

February 17, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on School Personnel moves that the Waterbury Board of Education approve the appointment of _____ as recommended by the Superintendent of Schools, as Elementary Vice Principal, Sprague School, effective immediately

Approved

Juanita P. Hernandez

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON SCHOOL PERSONNEL

Item #15.6

February 17, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on School Personnel moves that the Waterbury Board of Education approve the appointment of _____ as recommended by the Superintendent of Schools, as High School Vice Principal, Waterbury Career Academy, effective _____.

Approved

Juanita P. Hernandez

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.1

February 17, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following
Extended School Hours appointments:

<i>School</i>	<i>Name</i>	<i>Assignment</i>
Bucks Hill	Alvardo, Stephanie	Para
Bucks Hill	Brunelli, Teri	Secretary
Driggs	Connolly, Mauralee	Sub. Teacher
International	Tucker, Alexis	Para

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.2

February 17, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following
Wallace Middle School Commissioner Network "We Are Wallace" appointments:

Multi-Tiered System of Support (MTSS) Team:

Haley Grabowski

Debra Rosado

Lianne Torres

Kyle Ungar

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.3

February 17, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

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

<i>Name</i>	<i>Position</i>	<i>Effective</i>
Acosta, Elisia	Tinker Grade 5	02/06/22
Aguirre-Galan, Ashley	CHS Special Education	03/10/22
Corbo, Sarah	WSMS ELA	02/28/22
Cornacchio, Mark	CHS Social Studies	01/21/22
Farella, Michelle	Regan/Washington	02/11/22
Gemmell, Sherrie	NEMS ELA	02/28/22
Hidri, Erjona	WSMS Computer	02/25/22
Lawson, Stephanie	Driggs/Reed School Psychologist	02/18/22 (correction)
Lins, Alexandra	WHS Social Studies	02/08/22
Manka, Michelle	Districtwide SLP	03/07/22
Marcal, Kekky	Gilmartin Grade 4	02/11/22
Murphy, Jessica	Reed ELA Grade 6	01/28/22
Peters, Courtney	Duggan ELA	02/14/22
Pineda, Jessica	Hopeville Bilingual Grade 1	02/17/22
Prisco, Teresa	State Street Special Ed	02/10/22
Schultz, Olivia (Keefe)	Carrington Grade 4	02/11/22
Sickles, Meghan	W. Cross Kindergarten	02/18/22
Singley, Paul	WHS ELA	02/04/22
Spellman, Adriana	Wilson Special Education	01/28/22
Woodward, Karen	Rotella Grade 1	12/10/21

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.4

February 17, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

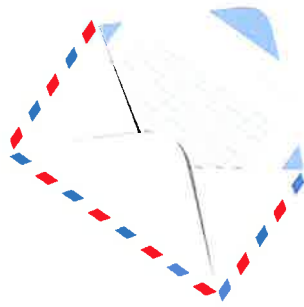
The Superintendent of Schools notifies the Board of Education of the following retirements:

Barbieri, Nikki – Generali Grade 2, effective 06/30/22.

Zuraitis, Jeanette – WHS Special Education, effective 06/30/22.

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools



COMMUNICATIONS



February 2, 2022 through
February 15, 2022



NEW ENGLAND ASSOCIATION OF SCHOOLS AND COLLEGES, INC.
COMMISSION ON PUBLIC SCHOOLS

Director for Accreditation and School Improvement

ALYSON M. GEARY
781-425-7736
ageary@neasc.org

Executive Assistant to the Director

DONNA M. SPENCER-WILSON
781-425-7719
dspencerwilson@neasc.org

Associate Directors for Accreditation and School Improvement:

FRANCIS T. KENNEDY
781-425-7749
fkennedy@neasc.org

KATHLEEN A. MONTAGANO
781-425-7760
kmontagano@neasc.org

BRUCE R. SIEVERS
781-425-7716
bsievers@neasc.org

WILLIAM M. WEHRLI
781-425-7718
bwehrli@neasc.org

December 22, 2021

Nicholas J. Albini
Principal
Waterbury Arts Magnet School
16 South Elm Street
Waterbury, CT 06706

Dear Mr. Albini:

On behalf of the Commission on Public Schools, I am pleased to submit the final version of the Decennial Accreditation Report which you discussed with me in its draft form.

As the chair of the visiting team, I am the one individual authorized to make changes in the report. Therefore, based on our mutual review of the draft, this final version includes all of the revisions judged to be appropriate. The Commission has asked that I remind you that, in accordance with its policy, no further changes will be made to the report.

Commission policy requires that the Decennial Accreditation Report be sent to the following persons or offices within 60 days of its receipt from the Commission office:

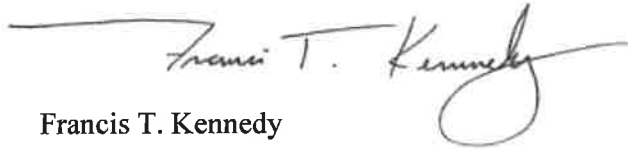
- superintendent of schools
- board of education
- members of the faculty
- state department of education
- public library or city/town office
- appropriate news media

Following the official release of the Decennial Accreditation Report, the Commission office will send the report to each member of the visiting team.

Nicholas J. Albini
December 22, 2021
Page Two

I congratulate you and the entire Waterbury Arts Magnet School community for the time and effort you have invested in the Accreditation process. It is our sincere hope that this report will provide a valuable blueprint for school improvement.

Sincerely,

A handwritten signature in cursive script that reads "Francis T. Kennedy". The signature is written in dark ink and is positioned above the printed name.

Francis T. Kennedy

FTK/mv

cc: Verna D. Ruffin, Superintendent, Waterbury Public Schools



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

January 26, 2022

Dwayne Clements, Sr.
4 Fleet St.
Waterbury, CT 06704

Dear Mr. Clements. Sr:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I (Req. # 2022209) at \$15.54 per hour. Please contact Michael 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, February 3, 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 January 27, 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
Michael 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

January 26, 2022

Devin Blocker
16 Lancewood Lane
Wolcott, CT 06716

Dear Mr. Blocker:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I @ Rotella Elementary School (Req. # 2022433) at \$15.54 per hour. Please contact Michael 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, February 3, 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 January 27, 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
Michael 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

January 26, 2022

Griffin Samal
29 Town Farm Rd.
Litchfield, CT 06759

Dear Mr. Samal:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I @ Reed Elementary School (Req. # 2022431) at \$15.54 per hour. Please contact Michael 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, February 3, 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 January 24, 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
Michael 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

January 26, 2022

Glendalis Carrero
37 Albion St.
Waterbury, CT 06705

Dear Ms. Carrero:

Your name is being certified to the Department of Education for the position of Administrative Associate II (Req. #2022009) at \$17.44 per hour.

Your official start date is January 31, 2022.

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
Darren Schwartz, Chief Academic Officer
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

January 28, 2022

Joanne Mancini
30 Lilley St.
Waterbury, CT 06708

Dear Ms. Maldonado:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2021739G) at \$14.80 per hour.

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

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

Your first day reporting to your new department/supervisor will be January 31, 2022 at your regular scheduled time. Please call Sonia at 203-574-8195 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, February 3, 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.

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

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West
Human Resource Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
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

January 31, 2022

John Quiles-Soto
8 Hobart St., Apt. 1
Waterbury, CT 06704

Dear Mr. Quiles-Soto:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I (Req. # 2022436) at \$15.54 per hour. Please contact Michael 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, February 3, 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 February 3, 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
Michael 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

January 31, 2022

Samuel Awumey
171 Harris Circle, 1F
Waterbury, CT 06704

Dear Mr. Awumey:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I (Req. # 2022434) at \$15.54 per hour. Please contact Michael 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, February 3, 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 was February 3, 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
Michael 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

January 31, 2022

Joshua Machado
921 Hamilton Ave., Apt. 10
Waterbury, CT 06706

Dear Mr. Machado:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I (Req. # 2022435) at \$15.54 per hour. Please contact Michael 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, February 3, 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 was January 27, 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
Michael 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

January 31, 2022

Robert Copes
45 College Place
Wolcott, CT 06716

Dear Mr. Copes:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I (Req. # 2022452) at \$15.54 per hour. Please contact Michael 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, February 3, 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 February 3, 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
Michael 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

January 31, 2022

Yailene Cruz
37 Enoch St., Apt. 37C
Waterbury, CT 06705

Dear Ms. Cruz:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional (Req. #2021472) at \$17.02 per hour. Please contact Miguel Pabon, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, February 3, 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 Kennedy High School will be February 3, 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 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Human Resources Generalist

NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Miguel Pabon, Director of Pupil Serv.
File



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

February 1, 2022

Stephanie Melendez
7 Cooke St.
Waterbury, CT 06710

Dear Ms. Melendez:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2022189) at \$14.80 per hour.

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

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

Your first day reporting to your new department/supervisor will be February 3, 2022 at your regular scheduled time. Please call Sonia at 203-574-8195 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, February 3, 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.

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

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West
Human Resource Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
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

February 1, 2022

Maria Cronin
8 Huntingdon Dr.
Waterbury, CT 06708

Dear Ms. Cronin:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2021739H) at \$14.80 per hour.

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

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

Your first day reporting to your new department/supervisor will be February 3, 2022 at your regular scheduled time. Please call Sonia at 203-574-8195 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, February 3, 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.

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

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West
Human Resource Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Linda Franzese, Food Serv. Director
file

Carrie Swain

From: Tim Moynahan <tconstant@moynahanlawfirm.com>
Sent: Wednesday, February 2, 2022 12:28 PM
To: Tim Moynahan
Subject: BACK THE BLUE and the Super Bowl: GO VIRAL

EXTERNAL MAIL- This email originated from outside the District. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

...and have you heard the half time "entertainment" lyrics to be performed by Snoop Dog at the Super Bowl..."kill the cops". .will they pull his act?...I won't be watching but i will be protesting at every opportunity/ occasion about the culture of violence perpetuated relentlessly by BLM, Biden, Harris and all the usual suspects (police victimization/dehumanization)...."Back the Blue" is our mission...by right there should be a half time tribute to our Guardians and moments of silence with heads bowed dedicated to those killed in the line of duty and their families maybe take two knees!!!! Time for more than lip service....lets engage and fully engage!! maybe I'll turn down the sound and stand at attention in private demonstration of respect for their courageous service, perhaps we can spread the word and have it go viral?

Light a candle...how great if Snoop Dog performs and if those in attendance turned their backs and lit a candle and held it high...we need to assume leadership and we need to be the narrators who dominate the conversation...NOW!!! Take back our police...take back our schools!

“BACK THE BLUE”

Timothy C. Moynahan, Esq.
The Moynahan Law Firm, LLC
255 Bank St., Suite 2-A
P.O. Box 2242
Waterbury, CT 06722
Phone: (203) 597-6364
Fax: (203) 597-6365
Email: tconstant@moynahanlawfirm.com
Website: www.moynahanlaw.com

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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

February 3, 2022

Abigail Gyampo
3269 East Main St., Apt. 8H
Waterbury, CT 06705

Dear Mr. Gyampo:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional (Req. #2022099) at \$17.02 per hour. Please contact Miguel Pabon, Director of Pupil Services at (203) 574-8049 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, February 3, 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 Gilmartin Elementary School will be February 3, 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 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West
Human Resources Generalist
NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Miguel Pabon, Director of Pupil Serv.
File

Carrie Swain

Subject: FW: Ask Me About Charter Oak Leadership.....building a force of freedom loving people (Class of '22)

From: Tim Moynahan [mailto:tconstant@moynahanlawfirm.com]

Sent: Monday, February 7, 2022 3:50 PM

To: Tim Moynahan <tconstant@moynahanlawfirm.com>

Subject: Ask Me About Charter Oak Leadership.....building a force of freedom loving people (Class of '22)

EXTERNAL MAIL- This email originated from outside the District. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

"the whole world 🌐 in his arms" The difficult we do today, the impossible takes a little longer. Fighting to protect your Constitutional Rights and Free Enterprise....rooted in the Declaration of Independence and The United States Constitution (emphasis on United!!)



Sent from my iPhone

Carrie Swain

From: ANN SWEENEY
Sent: Tuesday, February 8, 2022 12:24 PM
To: Carrie Swain
Subject: Fwd: Mask choice in school

Carrie, for the record.
Ann

Sent from my iPhone

Begin forwarded message:

From: danielle <danielle@ects.biz>
Date: February 8, 2022 at 4:02:02 AM CST
To: ANN SWEENEY <asweeney@waterbury.k12.ct.us>
Subject: Mask choice in school

EXTERNAL MAIL- This email originated from outside the District. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

My name is Daniele Serrano and I am writing to you regarding mask mandates in Waterbury Public Schools.

Gov. Lamont will soon allow you to make decision for our district. It has to end. This is having a very negative effect on our children, both physical and psychological .

We need this to be a choice parents make. Each child is different, masks do not help, and children are not at risk.

Sincere,
Daniele Serrano

Sent from my Verizon, Samsung Galaxy smartphone

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From: Tim Moynahan <tconstant@moynahanlawfirm.com>
Sent: Tuesday, February 15, 2022 11:51 AM
To: Tim Moynahan
Subject: Who knew it was the old debate over "the ought and the is" ... to debate ethics we must first agree upon what ethics is.

EXTERNAL MAIL- This email originated from outside the District. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

"well reasoned arguments will never convince a fanatic."

and the "Great Silence" ?

The Donald Trump I have found is first and foremost the "Persecuted One"The hung out to dry and left to die one, the one that is resented, disparaged and reviled because he survived the vicious lies calculated to take him down even as America prospered, especially minorities.

The "Great Silence" includes omission of anything Biden and any acknowledgement of the prevalence of Biden remorse. Silence that also speaks volumes, as do the polls.

I knew about him long before he was propped up, hidden in the basement on oxygen support and conveyed on a gurney to the Oval Office, to become whatever it is that he has become (it defies description) granted the title of President of the United States. Whatever else he may be he is not that.

I am not prescient nor do I have a crystal ball, just possessed of common sense, which is why I see clearly what was done to Trump in real time. I didn't need Durham to tell me, that he was drawn and quartered in plain view, (though we are lucky to have him) and so I'm compelled to defend him. Our Founding Principles derived from our Declaration of Independence and Constitution mandate our loyalty to the sacred principles contained therein. We are made of such things or we fly deluded on gossamer wings. We are grounded in immutable values or we fly about untethered, to be blown hither and thither by every gust of errant wind. The wind is fierce and sharp edged.

I am not a sooth sayer but I know decrepitude when it slaps me in the face time and again. It is necessary, decrepitude is, when setting upon the dismemberment of America, to put and maintain decrepitude in power. It explains everything : Seattle, Portland, San Francisco, Chicago and NYC, the statistics of blacks murdering blacks, the dehumanization of the police, the invasion at the border, the suppression of free speech, the proliferation of CRT, inflation, energy policy, the rewriting of history, the canceling of culture, the distortions of gender, the evisceration of the nuclear family, Afghanistan, Ukraine, Taiwan... everything.

The Progressives are winning when they can convince us that these subjects are up for debate as if their lunatic alternatives are reasonable and have merit.

We are defeated when we engage in debate with them on their terms . Change is necessary and discussion is imperative but when fundamental truths are subjective,

when definitions of words are malleable, then debate is an exercise in folly and a trap. It is the antithesis of honest differences. It is a shiny lure of distraction, not meaningful contending propositions, presented as a good faith engagement.. If we cannot agree on the meaning of values what is the point in discussing values. If evidence itself is illusory then relying upon the evidence is purposeless.

If the evidence cannot be agreed upon, " the earth revolves around the sun" then there can be no logical progression of the conversation and the one with the superior sleight of hand, the largest megaphone and Silence weaponized wins. Once we agree to count angels on the head of a pin, we have removed ourselves from reality and entered a game to be won or lost by the " gotcha" rule. It was called sophistry in ancient times when the sophists transitioned from seekers of wisdom and truth into card sharks.

For an honest exchange of free ideas in a fair marketplace we must first assure that the ideas are free and the market place is fair. The condition precedent is simple. The Great Silence must end. It is the cornerstone that supports the reigning madness. Conspiratorial treasonous conduct with Trump as it's victim must be publicly acknowledged, the perpetrators punished and apologies from the complicit offered penitently.

Remorse for Biden's " election" must be expressed. A confession of wrongs and a firm purpose of amendment is the token for admission to the community of men and women of good will created equally and dedicated to the proposition that life, liberty and the pursuit of happiness for all is the timeless truth to which we are dedicated. Let us continue together.



Tom Fitton

@TomFitton



**Obama knew. Clinton knew.
Biden knew. Comey knew.
Brennan knew. McCabe knew.
Strzok knew. Clapper knew. Schiff
knew. FBI knew. DOJ knew. CIA
knew. State knew. They all knew
Trump was innocent but they
smeared and spied on him.
Worst scandal in nation's
history. Trump is a crime victim**