

Board of Education

REGULAR MEETING

Thursday, November 18, 2021 – 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/qPh9UTyb7sw> 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 November 18, 2021 Meeting Agenda AND November 4, 2021 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) Communication dated October 18, 2021 from Robert Johnston regarding Kennedy High School's Final Decennial Accreditation Report.
- b) Copy of communications dated October 19, 2021 from Civil Service certifying Jamel Bruce for the position of Paraprofessional and Rayanne Piccochi for the position of School Secretary.
- c) Email communication dated October 21, 2021 from Tim Moynahan regarding new book on antiracism.
- d) Email communication dated October 21, 2021 from Robert Goodrich regarding Board of Education address of October 21, 2021.
- e) Email communication dated October 27, 2021 from Tim Moynahan regarding protection of children and preservation of the nuclear family.
- f) Email communication dated October 21, 2021 from Paola Vargas regarding American Rescue Plan Funding and Care Not Cops Initiative.
- g) Email communication dated October 21, 2021 from Michael Barratt regarding Board of Education address of October 21, 2021.
- h) Email communication dated October 22, 2021 from Tim Moynahan regarding the infamous letter "A".
- i) Copy of communication dated October 25, 2021 from Civil Service certifying Enaida Kuqi for the position of Paraprofessional
- j) Copy of communication dated October 26, 2021 from Civil Service certifying Samantha LaVallee for the position of Paraprofessional.
- k) Copy of communication dated October 29, 2021 from Civil Service certifying Benjamin Germain for the position of Teaching Vice Principal.
- l) Email communication dated October 29, 2021 from Tim Moynahan regarding The Ballad of Sleepy Joe.
- m) Email communication dated October 29, 2021 from CABA regarding Policy Highlights.
- n) Email communication dated November 1, 2021 from Tim Moynahan regarding Florida diner and the Biden conundrum.
- o) Copy of communications dated November 1, 2021 from Civil Service certifying Michael Tortora and Howard Gordon for the position of Maintainer II and Theresa Morrissey and Eleanor Destafano-Ruggles for the position of Cook.

- p) Email communication dated November 2, 2021 from Drew Serrano regarding Senator Johnson Covid Round Table.
- q) Email communication dated November 3, 2021 from Tim Moynahan regarding Virginia's next Lieutenant Governor.
- r) Email communication dated November 4, 2021 from Michaela Barratt regarding address to the Board of Education on November 4, 2021.
- s) Email communication dated November 5, 2021 from Tim Moynahan.
- t) Email communication dated November 11, 2021 from Tim Moynahan regarding Veterans Days.
- u) Copy of communication dated November 5, 2021 from Civil Service certifying Luis Perez for the position of Maintainer II and George Walters, III for the position of Maintainer I.
- v) Email communication dated November 12, 2021 from CABE regarding Policy Highlights.
- w) Email communication dated November 12, 2021 from Tim Moynahan regarding Walmart CRT Training.

5. *Approval of Minutes:* October 21, 2021 Regular Meeting.

6. *Award Presentation*

7. *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.

8. *Superintendent's Announcements*

9. *President's Comments*

10. *Student Representatives' Comments*

11. *Consent Calendar*

11.1 *Committee on Finance:* Request approval of a contract with Creative Recreation LLC for playground installation at State Street School.

11.2 *Committee on Finance:* Request approval to apply for the Connecticut State Department of Education ARP ESSER Homeless Children & Youth II Grant.

11.3 *Committee on Finance:* Request approval of the 2021-2023 Consolidated Grant Application.

11.4 *Committee on Curriculum:* Request approval of an Agreement with Abbott Terrace Health Center, Inc. for Waterbury Career Academy High School Nurse's Aide Program.

11.5 *Committee on Policy & Legislation:* Request approval of new policy Preschool Special Education - #6172.2.

11.6 *Committee on Policy & Legislation:* Request approval of new policy Transgender and Gender Non-Conforming Youth #5145.53.

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

11.8 *Committee on Building & School Facilities:* Use of school facilities by outside organizations and/or waiver requests.

12. Items removed from Consent Calendar

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

13. Committee of the Whole – Commissioner Harvey

- 13.1 Request of Joseph Parisi, Wilby High School Alumni Association, to name Wilby's Tennis Court in honor of David Krill.
- 13.2 Termination of teacher employment contract.

14. Committee on Finance – Commissioner Orso

- 14.1 Request approval of Amendment Two to the Contract with Noresco, LLC for Energy-Savings Performance Contracting Services.
- 14.2 Request approval of Amendment Two to the Professional Services Agreement with Milestone C, LLC.
- 14.3 Request approval of an Agreement with Waterbury Youth Services, Inc. for Truancy Prevention Services.
- 14.4 Request approval of a Construction Contract with The Imperial Company, Restoration Contractor, Inc., for roof replacement at Generali School.

15. Superintendent's Notification to the Board

15.1 Athletic appointments:

Hill, Jalen – WHS Assistant Football, effective 08/16/21.
Levasseur, Armand – KHS Head Boys Basketball Coach, effective 12/02/21.
Ouellette, Heidi – WHS Head Girls Basketball Coach, effective 11/29/21.

15.2 Grant funded appointments:

<u>Name</u>	<u>Position/Location</u>	<u>FT/PT Rate</u>	<u>Union</u>	<u>Funding</u>	<u>Effective</u>
Barriera Madera, Deisha	Crisis Interv. Team Youth Clinician/State Street	PT \$35/hr	NonBOE	ESSR Grant	10/18/21
Bridgemahon, Desrine	Computer Technician Children's Community School	PT \$13.00/hr	Non	Title I Part A 21-23	10/14/21
Carosello, Jennifer	Tutor Carrington	PT \$25/hr	Non BOE	Title I Part A 20-22	11/01/21
Castillo-Rios, Natalia	Tutor Hopeville	PT \$25.00/hr	Non	Title I Part A 21-23	10/14/21
Ellison, Efrin	Hall Monitor Enlightenment	PT \$91/day	Non BOE	Priority 21-22	11/04/21

Ezekiel, Ashley	Prevention Specialist/Wallace	FT \$18.14/hr	Non BOE	Priority 21-22	11/04/21
Filpo, Rampsey	Classroom Assistant Maloney	PT \$13.00/hr	UPSEU68	Operating Grant 21-22	10/14/21
Green, Johnny	Behavior Counselor Crosby	FT \$23/hr	Non BOE	Title I Part A 21-23	11/04/21
Hacket, Brian	Custodian/Security Aide/Adult Educ.	PT \$15.54/hr	Non BOE	Adult Ed 20-21	11/15/21
Lopez, Xylia	Crisis Interv. Team Youth Clinician/State Street	PT \$35/hr	Non BOE	ESSR Grant	10/18/21
Michelis, Maria (Belen)	Director of Communications	FT \$95,000/yr	APPT/Elect	Title I Part A 21-23	10/18/21
Monteiro, Sandra	Classroom Assistant Maloney	PT \$13.00/hr	UPSEU68	Operating Grant 21-22	10/14/21
Nagle, Sandra	Tutor/Kingsbury	PT \$33/hr	Non BOE	Title I Part A 20-22	11/04/21
Saddique, Muhammad	Security Guard Adult Education	PT \$20/hr	Non BOE	Adult Ed 20-21	11/04/21
Sheps, Ronald	Tutor Yeshiva K'Tana	PT \$25/hr	Non BOE	Title I Part A 20-22	11/04/21

15.3 21st Century and SDE After School Program appointments:

Bunker Hill	21st Century Grant	Carrington	21st Century Grant
Site Administrator	Gwiazdoski, Andrew	Site Administrator	Thompson, Melissa
Teacher	Davino, Melissa	Site Admin. (backup)	Renna, Karen
Teacher	Marquez, Chakira	Teacher	Calabro, Marissa
Teacher	Cruess, Steven	Teacher	Gagnon, Jos
Duggan	21st Century Grant	Teacher	Doolan, Heidi
Site Administrator	DiGiovanni, Melissa	Sub	Carosella, Stephen
Site Administrator	Ferrare, Patricia	Sub	Schultz, Olivia
Site Administrator	Salemme, Cassandra	Gilmartin	21st Century Grant
Site Administrator	Fidanza, Carla	Site Administrator	Brown, Heather
Teacher	Donahue, Rachel	Teacher	Meaney, Tricia
Teacher	Files, Cara	PE Teacher	Santos, Rosalina
Teacher	Finkenzeller, Frances	Reed	21st Century Grant
Sub	Ferrare, Patricia	Site Administrator	Grant, Nataine
Sub	Lucian, Dave	Site Administrator	Evans-Foster, Shernett
Sub	Peters, Courtney	Teacher	Geffken, Melissa
Sub	Brown, Charlene	Teacher	Torres, Lianne
Sub	Perrucci, Joseph	Teacher	Bleau, Lisa
Rec Specialist	St Pierre, Theodora	Sub	Santos, Rosalina
Regan	21st Century Grant	PE Teacher	Santos, Rosalina
Site Administrator	Razza, Angela	Acad. Academy/WMS	21st Century Grant
Site Admin. Backup	Sullivan, Mariannina	Site Administrator	McCarthy, Patricia
Teacher	Chiucarello, Lindsay	Teacher	Abuhamed, Hoda
Teacher	Masse Schmied, Christine	Teacher	Farley, Amanda

Teacher	Sullivan, Mariannina	Teacher	Hill, Elaine
Teacher	Scarborough, Tracy	Teacher	Minton, Anna
Sub	Welch, Alexander	Teacher	Poveda, Carlos
Sub	Anulewicz, Allison	Teacher	Zareck, Corrin
WSMS	21st Century Grant	Hopeville	SDE Grant
Site Administrator	Tolman, James	Site Administrator	Lanza, Erika
Site Admin. (Sub)	Belcher, Donajean	Site Administrator	Azar Billini, Maria Alicia
Teacher	Oliveira, Gustavo	Teacher	Azar Billini, Maria Alicia
Teacher	Rodriguez, Alberto	Teacher	Mancini, Mark
Teacher	Scurso, Laurie	Teacher	Mastrianni, Jason
Sub	Patnaude, Nicholas	Teacher	Paternostro, Gina
Rec Specialist	Torres, Andrea	NEMS	SDE Grant
Kingsbury	SDE Grant	Site Administrator	Rosa, Jennifer
Site Administrator	Bisaillon, Bret	Site Administrator	Terenzi, Adriana
Teacher	Adams, Arielle	Teacher	Albert, Kristen
Teacher	Muratori, Katie	Teacher	Feliz, Ashley
Teacher	Radzimirski, Abigail	Teacher	Guerrera, Rocco
Teacher	Larkin, Brian	Teacher	Munoz, Kelly
Sub	Lombardo, Kiley	Teacher	Poulin, Gina
WMS	SDE Grant	Teacher	Colgan, Mary
Site Administrator	Pesce, Marguerite	Sub	Frank, Elizabeth
Teacher	Bunko, Katherine	Sub	Poulter, Kara
Teacher	Davitt-Wells, Robin	PE Teacher	Colgan, Mary
Teacher	McCorry, Kelly	Washington	SDE Grant
Teacher	Mucciacciaro, Kathryn	Site Administrator	Ramirez, Inez
Teacher	Terenzi, Timothy	Site Admin. (backup)	Gomez, Bridgette
Sub	Geffken, Melissa	Teacher	Corbo, Cherie
Wilson	SDE Grant	Teacher	Homewood, Gregory
Site Administrator	Rosser, Jennifer	Teacher	Langan, Colleen
Teacher	Feest, Katie	Teacher	Lenzen, Jennifer
Teacher	Donahue, Jamie	Sub	Byron, Emily
Teacher	Katrenya, Wesley		
Sub	Jusino, Jillian		

15.4 Extended School Hours appointments:

School	Last name	First Name	Assignment
Bucks Hill	Jimenez	Maria	Administrator
	Dunn	Brittany	Administrator
	Rivera	Mirta	Teacher
	Robalino	Alexandra	Teacher
	Heckman	Stephanie	Teacher
	Rendon	Miguel	Teacher
	Lurbin	Zuchinga	Paraprofessional
	Arroyo	Maria	Paraprofessional

Bunker Hill	Leyhow	Linda	Administrator
	Virdee	Robin	Substitute Administrator
	Gwiazdoski	Andrew	Lead Teacher/Coordinator
	Mahan	Eileen	Teacher
	Barbieri	Amber	Teacher
	Laurent	Janine	Teacher
	Westville	Jennifer	SEL
	Rivera	Gio	Secretary
Carrington	Renna	Karen	Administrator
	Gwiazdoski	Kristen	Administrator
	Russo	Christopher	Teacher
	Scott	Evelyn	Teacher
	Canfield	Kelley	Paraprofessional
	Caraello	Jennifer	Tutor
Chase	Eldridge	Lori	Administrator
	Melendez	Doreen	Parent Liaison
	Nido	Savannah	Teacher-2 nd Grade
	Strumi	Manuel	Teacher-2 nd Grade
	Campagna	Amanda	Teacher-1 st Grade
	Belica	Flora	Teacher-1 st Grade
	Lopez	Marlene	Paraprofessional
	DelMoral	Denise	Paraprofessional
	Arroyo	Ivet	Paraprofessional
	Turner	Gina	Paraprofessional
	Velez	Kaitlyn	Sub Teacher
	McCue	Erin	Sub Teacher
	DiGiovancarlo	Krista	Clerical
	Hernandez	Ivan	Sub Admin
	Selenica	Sonja	Sub Admin
W. Cross	Cullen	Donna	Administrator
	Drewry	Ann	Administrator
	Steffero	Melissa	Teacher
	DeFazio	Alana	Teacher
	Rizzo	Lisa	Teacher
	Rocco	Margaret	Parent Liaison
	Capobianco	Marnee	Lead Teacher
	Danziger	Byron	P.E. Teacher
Duggan	Ferrare	Patricia	Administrator (Tuesday)
	Fidanza	Clara	Administrator (Wednesday)
	D'Alessio	Jennifer	Administrator (Thursday)
	Johnson	Domonique	Secretary
	Gaudiosi-Anguri	Karen	Teacher
	McCasland	Maureen	Teacher
	Field	Susan	Teacher
	Mullen-Gillyard	Vickie	Educational Aide
	Salemme	Cassandra	Sub-Admin
	Tzezos	Ioulia	Sub-Teacher
	Langner	Amanda	Sub-Teacher
	DeFeo	Dawn	Sub-Teacher
Generali	Rock	Stefanie	Administrator
	Ferratto	Ashley	Teacher
	Poulter	Dennis	Teacher
	Nadolny	Karen	Teacher

	Walling	Maggie	Paraprofessional
	Ramos	Stephanie	Substitute Para
	Rhinesmith	Wendy	Substitute Teacher
	Neibel	Amy	Substitute Teacher
Gilmartin	Moore	Christina	Administrator
	Dwyer	Catherine	Teacher
	Brown	Susan	Teacher
	Fenn	Myra	Teacher
	Garafola	Denise	Paraprofessional
	Rose	Mary	Secretary
International	Tomasella	Diurca	Contact
	Damore	Cristina	Clerical
	Cruz	Maria	Teacher
	Garcia	Nilsa	Teacher
	Huyghue	Luz	Paraprofessional
	Santiago	Louis	Parent Liaison/Recreational
Reed	Evans-Foster	Shernett	Administrator
	Mays	Kimberly	Substitute Admin.
	Lloga	Era	Teacher/2 days
	Velletta	Kimberly	Teacher/2 days
	Rogers	Kimberly	Teacher
	Shampang	Marie	Teacher
	Martinez	Latasha	Clerical/Enrichment
	Giron	Jenny	Paraprofessional
Regan	Sullivan	Marianne	Administrator/Sub. Teacher
	Anulewicz	Allison	Teacher
	Sgambati	Sheyenne	Teacher
	Wojtunik	Katilynn	Substitute Teacher
	Ortiz	Maegan	Paraprofessional
	Poulter	Patty	Clerical
Sprague	Carpentieri	Stephanie	Administrator
	Irrera	Raymond	Administrator
	Gregorich	Shelby	Teacher
	Grazhdani	Eneida	Teacher
	Demirali	Vjollca	Parent Liaison
	DeJesus	Jessica	Secretary
	Ferrao	Marlene	Paraprofessional
	Minnis	Natasha	Paraprofessional
Tinker	Ryan	Sullivan	Administrator
	Desanto	Christine	Teacher
	Parks	Michelle	Teacher
	Paglia	Marissa	Teacher
	Weinstein	Irene	Teacher
	Marcal	Nicolette	Substitute Teacher
	Wehry	Nina	Secretary
Walsh	Fusco	Dia	Lead Teacher
	Foote	Andre	Teacher
	Bilbrough	Allyson	Teacher
	Lillian	Jenna	Teacher
	Calo	Angela	Substitute Teacher
	Ocasio	Jessica	Admin. Sub
	Wilson	Maureen	Admin. Sub.
	Justs	Patty	Substitute Teacher

Washington	Benzinger	Nicole	Lead Teacher
	Fitzgerald	Kris	Secretary
	Cocchiola	Kaitlyn	Paraprofessional
	Boccichio	Judith	Paraprofessional
	Santos	Melanie	Substitute Para
	Piccochio	Toni	Substitute Para
	Baechler	Stefanie	Substitute Teacher
	Lanouettee	Jay	Substitute Teacher
	Nguyen	Karina	Teacher
	Kouakou	Sherene	Substitute Teacher
	Zafar	Ghazala	Substitute Para

15.5 Rotella After School Program (Academic) appointments – Tuesdays, Wednesdays, and Thursdays (no half days), Session 1 11/4/21 through 12/9/21, Session 2 1/11/22 through 3/24/22:

Administrator Dana Wallace, Robin Henry (sub)
 Teachers Mimoza Demollari, Monica Santovasi, Mary Monroe
 Stefanie Porcaro, Melissa Vargas, Marly Parker
 Secretary Lisa Alexander
 Assistants Valerie Brookins, Lisa Meehan, Shonda Wiggins,
 Jennifer DeJesus, Darice Leach

15.6 Before and After School Program appointments funded by Priority School District Grant:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Rearson, Michael	Teacher-Assistant	Maloney
Daunis, Joan	Teacher-Assistant	Maloney
Rutka, Carolyn	Teacher-Assistant	Maloney

15.7 Waterbury Career Academy Virtual STEM After School Program appointments, funded by Alliance Grant:

<u>Name</u>	<u>Position</u>
Boutote, Ericka	Teacher
Gomes, George	Teacher
Franceskino, Jennifer	Administrator
Riley, Kara	Alternate Administrator

15.8 Academic Achievements/Degree Advancements, effective August 23, 2021:

Last Name	First Name	From	To	University
Acevedo	Paul	6th/17	6+15/17	Bridgeport; S. New Hampshire
Aird	Hugh	BA/12	MA+15/12	Un St. Joseph; Sacred Heart
Arcamone	Daniele	MA+15/7	6th/7	Hartford
Barolli	Nazire	MA/8	MA+15/8	Graduate Inst
Bleau	Lisa	MA/4	MA+15/4	Central CT
Boampong	Christine	MA+15/9	6th/9	SCSU; Western CT
Boll	Deana	MA/4	MA+15/4	Bridgeport
Ciaramella	Nicole	MA/7	MA+15/7	Bridgeport

Ciccone	Angela	MA+15/8	6th/8	Sacred Heart
Conte	Joseph	6th/8	6+15/8	Greenville; Concordia
Cusack	Tara	MA+15/5	6th/5	Bridgeport
Jenkins Davis	Tanya	MA+15/12	6th/12	Lehman; Sacred Heart
Donohue	Kelly	MA/8	MA+15/8	New England
Drewry	Emily	BA/4	MA/4	Western CT
Donofrio	Christi	BA/3	MA/3	Western Governors
Feld	Roseann	MA/13	MA+15/13	Augustana; Colorado St
Ferrare	Patricia	MA+15/21	6th/21	Bridgeport
Fiore	Patience	MA/13	MA+15/13	New England
Fleming	Sonya	MA/21	MA+15/21	Central CT; Bridgeport
Foote	Andre	MA/8	MA+15/8	Bridgeport
Gordon	Kimberly	MA/21	MA+15/21	SCSU; Hartford
Gordon	Sonia	MA+15/12	6th/12	Sacred Heart
Grazhdani	Eneida	BA/6	MA/6	Western Governors
Grillo	Heather	BA/8	MA+15/8	SCSU; Graduate Inst
Haxhia	Robert	MA+15/8	6th/8	Central CT
Homewood	Gregory	MA/8	MA+15/8	Bridgeport; Medaille; Andrews
Hubeny	Danielle	MA/10	MA+15/10	Central CT; Adams
Kalach	Kevin	MA+15/12	6th/12	Southern New Hampshire
Lucas	Michele	6th/8	6+15/8	Graduate Inst; S. New Hampshire
Mancini	Dana	MA+15/7	6th/7	Bridgeport
Mastrianni	Geralyn	MA+15/21	6th/21	Greenville
McAulay	Jordan	BA/5	MA+15/5	SCSU; Graduate Inst
McDonnell	Cassi	MA+15/5	6th/5	Sacred Heart
Moscaritolo	Ashley	6th/11	6+15/11	Andrews
Opalenik	Michelle	MA+15/8	6th/8	Bridgeport
O'Connor	Jessica	BA/4	MA/4	Un St. Joseph
Paglia	Marissa	BA/3	MA/3	St. Joseph Col; Fairfield
Pedalino	Rachel	MA/8	MA+15/8	Graduate Inst; S. New Hampshire
Poveda	Carlos	MA/3	MA+15/3	Fairfield
Renzoni	Matthew	BA/3	MA/3	Concordia
Russell	Melissa	BA/6	MA/6	Post
Santana	Zulma	6th/8	6+15/8	SCSU; Hartford
Samaroo	David	BA/3	MA/3	SCSU
Stafford	Amy	BA/4	MA/4	Un St. Joseph
Steffero	Melissa	MA+15/7	6th/7	Bridgeport
Stowe	Eileen	6th/7	6+15/7	Bridgeport
Sylvester	David	6th/21	6+15/21	Sacred Heart; Greenville
Tanushi	Doruntina	MA/7	6th/7	Augustana; Colorado St
Villar	Yenny	6th/11	6+15/11	Andrews; S. New Hampshire

15.9 Resignations:

Agramonte, Carla – Chase Grade 3, effective 12/10/21.

Arce, Diane – W. Cross Grade 6 Math, effective 11/09/21.

Choi, Clara – Hopeville Grade 3, effective 11/12/21.

Ciuffo, Stephanie – Rotella Grade 3, effective 11/03/21.

Conlon, Taylor – Duggan PreK, effective 11/05/21.

Leclerc Rodrigues, Tracy – WHS Special Education, effective 11/05/21.
Hart, Jennifer – Bucks Hill Kindergarten, effective 11/19/21.
Hamel, Michael – Duggan Special Education, effective 11/24/21.
Isabella, Michelle – Wilson Grade 5, effective 11/12/21.
Klesyk, Mary – Bucks Hill Grade 2, effective 11/24/21.
LaChance, George – WMS Numeracy, effective 11/05/21.
Lespier, Bonnie – WMS Special Education, effective 12/08/21.
Milak, Lauren – Regan/Washington Library Media, effective 11/05/21.
O’Leary, Amy – Bucks Hill Kindergarten, effective 11/24/21.
Osterhout, Alexa – Sprague Special Education, 11/17/21.
Perrelli, Andrea – Wilson Kindergarten, effective 11/01/21.
Polletta, Lori – Bucks Hill Grade 2, effective 11/03/21.
Schwartz, Paul – CHS Chemistry, effective 11/19/21.
Spiegel, Felice – WSMS ESL, effective 10/21/21 (date change).
Stokes, Blair – WSMS Grade 7 Science, effective 11/24/21.
Thibodeau, Hannah – WMS PE/Health, effective 11/08/21.
Ugolik, Anastasia – Reed Grade 6 ELA, effective 11/24/21.
Williams, Richard – WMS Science, effective 11/05/21.

15.10 Retirements:

Rivera, Ana – WHS Spanish, effective June 30, 2022.

16. Adjournment

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.1

November 18, 2021

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve an Agreement to Purchase and Sell with Creative Recreation, LLC, for the purchase and installation of playground equipment at State Street School.

Approved

Rocco F. Orso

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.2

November 18, 2021

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve to apply for the Connecticut State Department of Education ARP ESSER Homeless Children & Youth (HCY) II Grant.

Approved

Rocco F. Orso

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.3

November 18, 2021

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve the 2021-2023 Consolidated Two-Year Federal Grant Application.

Approved

Rocco F. Orso

BOARD OF EDUCATION
Waterbury, Connecticut
COMMITTEE ON CURRICULUM

Item #11.4

November 18, 2021

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Curriculum moves that the Waterbury Board of Education approve an Agreement with Abbott Terrace Health Center, Inc. for Waterbury Career Academy Nurse's Aide Training Program.

Approved

Thomas Van Stone, Sr.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON POLICY & LEGISLATION

Item #11.5

November 18, 2021

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Policy & Legislation moves that the Waterbury Board of Education approve new policy #6171.2 – Preschool Special Education

Approved

Ann M. Sweeney

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON POLICY & LEGISLATION

Item #11.6

November 18, 2021

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Policy & Legislation moves that the Waterbury Board of Education approve new policy #5145.53 – Transgender and Gender Non-Conforming Youth.

Approved

Ann M. Sweeney

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #11.7

November 18, 2021

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 Dept. V. Cuevas	Kennedy pool: Nov. 13 & 14, 1:00-6:00 PM (Lifeguard Recertification)
L. Richard	Career Academy gym: Fri., April 29, 7:00AM–2:00PM (ARC – Blood Drive)
W.C.E.A. S. McCasland	Rotella café: Thursday, Nov. 18, 6:00-8:00 PM (annual membership convention)
U.P.S.E.U. C. Garfman	Rotella café: Wednesday, Nov. 17, 6:00–7:30 PM (membership meeting)
*P.T.A. D. S. Baker	W. Cross gym/café: Sat., Dec. 4, 9am- 9pm (Winter Wonderland Fundraiser Craft Fair)
*C. Hagan	WSMS Theater Arts Room.: Thurs., Dec. 9, 5:00-8:00 pm (Music performance)
*Fire Dept. S. Noreika, Dir.	Kennedy aud.: Wednesday, January, 2022, 4:00-10:00 pm (Recruit Graduation)

Approved:

Ann M. Sweeney

Book

NOV 8 2021

SCHOOL PERSONNEL USE ONLY

DATE: 11/4/21

TO: SCHOOL BUSINESS OFFICE

FROM: Wendell Cross PTA

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

NAME OF SCHOOL REQUESTED: Wendell Cross Elementary

☐ Auditorium

☒ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

DATES REQUESTED: Saturday Dec. 4th 2021

FROM: 9:00 am/pm

TO: 9:00 am/pm

FOR THE FOLLOWING PURPOSES: - Winter Wonderland
Fundraiser Craft Fair and
Evening (Adult Only) Quarter Auction

Debbie S. Baker
APPLICANT

Debbie S. Baker

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified.
These arrangements *must* be made in person at the police and fire headquarters.

Book

SCHOOL PERSONNEL USE ONLY

NOV - 3 2021

Date: Oct 26, 2021

TO: Sandy McCord

FROM: Christine Hagen WSMs
Hagan

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

NAME OF SCHOOL REQUESTED: West Side middle School

☒ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café

T.A.R

DATES REQUESTED: Dec 9, 2021

Time: 5-8pm

FOR THE FOLLOWING PURPOSES:

music performance

Christine Hagen

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.

Hook

SCHOOL PERSONNEL USE ONLY

NOV 10 2021

DATE: 11/10/21

TO: SCHOOL BUSINESS OFFICE

FROM: Director of Training Steve Noreika
Fire Dept.

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: 1/26/22

FROM 4 am/pm TO 10 am/pm

FOR THE FOLLOWING PURPOSES:

Fire Dept. Recruit Graduation
Lighting, IT, Sound, Chairs, Podium

STP
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.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #11.8

November 18, 2021

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
Holy Cross HS	Kennedy pool: 12/2/21 - 3/15/22, Monday thru Friday
M. Giampetruzzi	(West Side pool as alternate site) (swim program)
Nonnewaug HS	Kennedy pool: 12/2/21 - 3/15/22, Monday thru Friday
D. Curtin	(swim program)
Ticket to Broadway	Rotella auditorium, café, room: March 4, 5pm-11pm
L. Brown	March 5 & 6, 7am-11pm (dance competition)
Dancers Inc.	Rotella auditorium, café, gym, room: April 22, 1:00pm-11:00pm
B. Haggman	Apr. 23 & 24 7:00am-11:00pm (dance competition)
*Westover School	WSMS pool: Dec. 3 rd -Mar. 4 th 5:00-6:30 pm
S. Reid	(swim program)

REQUESTING WAIVERS:

Knights of Lithuania	St. Joseph Sch. Gym: Sunday, Nov. 21 st 9:45 – 11:45 AM	
M. Warren	(meeting)	(\$126.)
K'Tana of Waterbury	Kennedy aud.: Sunday, Dec. 19 th 9:00AM to 4:00PM	
Y. Karr	(performance)	(\$1,112.)
OLMC School	Tinker gym: Saturdays 11/6/21-3/12/22 9:00am – 4:00pm	
J. Egan	(basketball program)	(\$5,712.)

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

St. Joseph Parish	St. Joe's gym: Sundays, Nov. 7 thru June 26, 8am-noon
F. Melvin	(parish group meetings)
OLMC School	Tinker gym: Mon. thru Friday, 11/6/21-3/12/22, 4-8pm
J. Egan	(basketball program)
Catholic Academy	Gilmartin gym: 11/8/21-3/11/22 Mon., Tue., Thurs., Fri.
J. Lucarelli	6:00-9:00 pm (basketball program)

Approved:

Ann M. Sweeney

NOV - 3 2021

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 Athletic Director - Sara Reid NAME OF ORGANIZATION Nestover School
ADDRESS 1237 Whittemore Rd Middlebury CT 06762 TELEPHONE # 802-698-3875
(street) (city) (state) (zip code)
SCHOOL REQUESTED West side Middle School DATES Dec. 1 2021 - March 2 2022 ROOM(S) Pool
OPENING TIME 5pm CLOSING TIME 6:30pm PURPOSE Swim team practice
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2 CHILDREN 10-15
SIGNATURE OF APPLICANT Sara Reid DATE Oct. 11 2021
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: Lindsay Osborn
(203) 910-1624

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. SR (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$73/HR. plus 1 HR service
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

5:00 - 6:30 pm
Monday
Tuesday
Friday

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #13.1

November 18, 2021

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves that the request of Joseph Parisi, Wilby Alumni Association, to name the Wilby High School tennis courts in honor of David Krill, be approved.

Approved

Karen E. Harvey

Waterbury Public Schools

9/2 Workshop.

Request for Naming of School Buildings and/or School Spaces

Date: 8/17/21Facility or Building Name: Wilby High School Tennis CourtsProposed building or space to be named: David Krill Tennis Courts
at Wilby High SchoolRequestor's Name: Joseph Parisi, president Alumni AssociationRequestor's Address: 929 Bayden St Ext, Waterbury CT 06704Requestor's Phone Number(s): 203 756-2266 / cell 203-982-5468

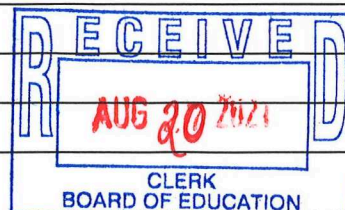
Proposed individual(s) or group for whom the building or space is to be named:

David Krill

Reasons for naming (attach any additional information to this form):

9/2/21 Workshop.11/18/21 Regular Meeting

If applicable, materials needed (plaque, etc) and cost of materials (please note any costs associated with this request are the sole responsibility of the requestor):

Please submit this form and any attachments to the Clerk of the Board of Education at 236 Grand Street, 3rd floor, Waterbury, Connecticut 06702 or via email at cswain@waterbury.k12.ct.us

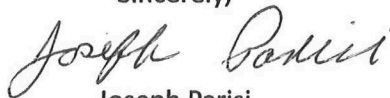
Joseph Parisi
929 Boyden Street Extension
Waterbury, CT 06704

Waterbury Board of Education

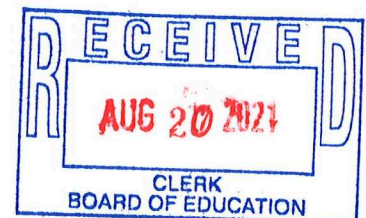
As president of the Wilby Alumni Association it gives me great pleasure to give my support to naming the Wilby High School tennis courts after the late David Krill.

Dave was a science teacher at Wilby for over 30 years. He was the tennis coach and football coach. His dedication to his students, tennis players, football players and the school was unwavering. I feel that Dave Krill is truly deserving of this honor.

Sincerely,



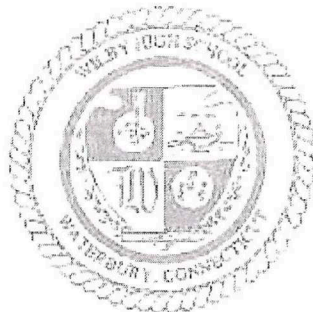
Joseph Parisi
President Wilby Alumni Association



Wilby High School

Principal
Michelle Baker

Assistant Principals
Paul Drewry
Lori Peck
Elizabeth Henson



To Whom It May Concern:

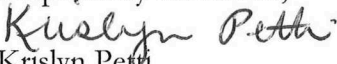
Almost anyone that has graduated or worked at Wilby High School has somehow heard the name David Krill. Those of us who were fortunate enough to know him all benefited from his sage advice and calming presence. *It is with great pleasure I write this letter requesting the dedication of the tennis courts at Wilby High School in his honor.*

I had the pleasure of first meeting Mr. Krill in the year 2009 when I began teaching at Wilby and as luck would have it we worked together in the Allied Health cohort for over four years. It was a pure joy to work with Dave. Although he had a very calm and often quiet demeanor, he was always the light in every room. He was one of few unique people in this world that knew just how to make everyone feel special in his presence. One of Dave's notable gifts was his ability to empathize with someone's struggles and offer soothing words of wisdom and comfort. He was a great listener and always actively present within a conversation- never failing to give each person his full attention.

Dave was genuine in all his efforts especially as a teacher and coach. He served Wilby as head tennis coach for over two decades and was a science teacher here for over three decades! Mr. Krill was, and still remains, a staple figure in our school community and is often brought up in conversation among staff and former students who come to visit. They fondly remember their beloved science teacher who taught them how to properly organize a binder and dissect a frog and some remember Dave as their tennis coach who taught them the importance of sportsmanship and a proper balance between athleticism and scholastic achievement.

The tennis courts are the first thing we see pulling into the driveway at Wilby High School. By dedicating the courts to Mr. Krill we can all have a reminder that he is still with us watching over the school and people that he cherished so deeply. Help us keep his legacy alive by distinguishing his life as teacher, coach, mentor and friend by dedicating the tennis courts in his honor.

If needed, I can be reached via email at kpetti@waterbury.k12.ct.us.

Respectfully submitted,

Krislyn Petti
ELA Teacher

The mission of Wilby High School is to involve school, home, and community resources to provide all students a safe environment where they have the opportunity to acquire the knowledge, skills, and experience needed to reach their full potential as responsible, contributing members of society.

Wilby High School

Principals
Dr. Michelle Baker
Joseph Begnal



Assistant Principals
Paul Drewry
Lori Peck
Elizabeth Henson

May 25, 2021

Dear Sir/Madam:

I am writing this letter of recommendation that the tennis court located at Wilby High School in Waterbury, CT be named after the Late David Krill. David Krill dedicated his entire career to the academic achievement of his students in AP level Science classes. He inspired his students and athletes to work harder than they ever have before which displayed enhanced leadership skills amongst all his students and especially his tennis players. I had the privilege of coaching the Tennis team at Wilby after David Krill's tenure as head coach of the tennis team. He didn't have to but he took it upon himself to mentor me as the tennis coach. He offered me any advice he had and showed his support for the program even though he was not a coach anymore. His dedication to the well-being of the character of his student athletes was a trait he processed that is rarely seen in coaches/teachers today. I highly value anytime and lessons learned from David Krill and in ways try to model my teaching and coaching careers after him. He was a one of a kind person who's dedication was unmatched by anyone I have ever met in my time in the teaching/coaching profession. In my mind, he is the best tennis coach/mentor to his students and colleagues that Wilby High School has ever had. I feel that he should be the only choice that should be considered in naming the tennis courts at Wilby High School after and that Wilby High School should be honored and privileged to name its tennis courts after a man as honorable as David Krill.

Sincerely Yours,

Gene Capuano
Business Teacher
Wilby high School

The mission of Wilby High School is to involve school, home, and community resources to provide all students a safe environment while they have the opportunity to acquire the knowledge, skills, and experience needed to reach their full potential as responsible, contributing members of society.

Wilby High School

Principal
Dr. Michelle Baker
Joseph Begnal, jr
Lauren Elias



Assistant Principal
Paul Drewry
Elizabeth Henson
Lori Peck

June 10, 2021

Please accept this letter as a recommendation to name the Wilby High School Tennis Courts in honor of Mr. David Krill.

Mr. Krill was a teacher at Wilby for over 30 years. His work ethic, commitment and dedication to the school was demonstrated every day throughout his career. He also was Head Coach of our tennis team and responsible for the foundation of success not only at Wilby but throughout the City and State.

I feel that Coach Krill is truly deserving of this honor. Wilby H.S. staff and students have greatly benefitted by his friendship and guidance.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joseph E. Begnal, jr', written over the printed name.

Joseph Begnal, jr
Principal
Wilby H.S>

The mission of Wilby High School is to involve school, home, and community resources to provide all students a safe environment where they have the opportunity to acquire the knowledge, skills, and experience needed to reach their full potential as responsible, contributing members of society.

Naming of School Spaces (inside and outside)

In accordance with its responsibility to maintain control of the public schools in its jurisdiction, the Waterbury Board of Education hereby adopts the following policy for naming spaces inside schools and on school properties:

1. All requests to name school spaces should be submitted by the requestor to the Clerk of the Board of Education. The request must be made on the "Request for Naming of School Buildings and/or School Spaces" form and should identify the individual(s) for whom the space is to be named, the proposed location, rationale, and any related cost and supporting information.
2. Such requests will be referred to the Committee of the Whole for consideration. The committee will confer with the Principal of the designated school.
3. Recommendations from the Committee will be considered for action by the Board of Education for a minimum of 60 calendar days prior to vote to allow for public input on the proposal.
4. The request for spaces in new facilities will not be accepted until the facility has been in operation for one (1) calendar year.
5. All spaces will be named in perpetuity. Once named, spaces cannot be renamed except in extreme cases in which the name brings dishonor to the space/facility. Such circumstances will require a two-thirds (2/3) majority vote of the Board of Education to remove the name.

NOTE: This policy does not apply to the naming of school buildings. A separate policy has been developed for that purpose. See policy 7551 – Naming of School Buildings.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #13.2

November 18, 2021

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves to terminate the employment contract of _____, as recommended by the Superintendent of Schools, effective immediately.

Approved

Karen E. Harvey

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.1

November 18, 2021

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves to approve Amendment Two to the Contract with Noresco, LLC for Energy-Savings Performance Contracting Services.

Approved

Rocco F. Orso



OFFICE OF THE DIRECTOR OF FINANCE
THE CITY OF WATERBURY
CONNECTICUT

Date: November 4, 2021

To: Paul Pernerewski, President, Board of Aldermen
Members, Board of Aldermen
Board of Education Commissioners
Mayor Neil M. O'Leary
Dr. Verna D. Ruffin, Superintendent of Schools

From: Michael LeBlanc, Director of Finance *MIL*

Subject: Amendment #2 to the Noresco, LLC Energy Savings Performance
Contracting Services Agreement with the City of Waterbury

Kindly give favorable consideration by approving the attached Amendment No. 2 to the Energy Savings Performance Contracting Services Agreement with Noresco, LLC.

August 30, 2016, the City entered into a Contract for Energy-Savings Performance Contracting Services, (the "ESP Contract") with Noresco. Fourteen comprehensive energy savings measures were project managed from design through completion. The City signed off on final completion of the Project encompassing all energy savings measures in January 2019. The City and Board of Education have since been realizing substantial energy cost reductions exceeding \$1.6 million per year. In February 2019, Noresco began providing Operations & Maintenance services along with equipment efficiency Measurement & Verification services. Noresco is under contract to provide assistance to the School Inspectors Office and the Department of Public Works for up to 600 hours per year to ensure that the new systems are properly maintained and serviced so that all equipment warranties remain in effect.

On July 6, 2018, the parties hereto entered into Amendment No. 1 to the Contract for Energy-Savings Performance Contracting Services to include conversion of the City's streetlights to LED. Noresco provided a comprehensive turnkey package that included a geographic information system (GIS) survey, investment grade audit of the City's streetlights and custom LED replacement for over 7,000 street lights no producing annual street light energy and maintenance cost savings of nearly \$1 million.

This Amendment #2 will continue and extend Operation & Maintenance Support Services through 12/31/2026, add on-call provisions for high level technical HVAC advisory support, add on-call provisions for project management services for HVAC related projects and add on-call provisions for project management services for non-HVAC projects occurring in buildings where NORESCO has already provided such services pertaining to HVAC installations.

Contract provisions as required by the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) ("ARPA") and/or the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund, signed into law March 11, 2021 ("ARPA ESSER" or "ESSER III"), are incorporated into this Amendment No. 2 as the high level technical HVAC advisor services and potential on-call provisions for project management services would be ARPA and ESSER funded.

Noresco has the benefit of a large pool of City and BOE archived building/facility data and institutional knowledge gained while performing the energy-savings performance contracting services that would enable Noresco to efficiently evaluate proposed projects and develop & review specifications for bid. The City and Board of Education are at a critical juncture with the recent hiring of a new BOE School Inspector, the engagement of SLAM Collaborative to complete a Long Range Infrastructure Facility Assessment and the need for the City's ARPA funds to be committed by December 2024 and the BOE ESSER funds needing to be expended by September 2024 with significant portions of the ARPA and ESSER funding likely to be allocated towards building facility HVAC improvements.

Amendment #2 along with Noresco's October 26, 2021 proposal are attached for reference.

AMENDMENT No. 2
TO CONTRACT BY AND BETWEEN
THE CITY OF WATERBURY, CT
AND
NORESCO, LLC
FOR
ENERGY- SAVINGS PERFORMANCE CONTRACTING SERVICES

THIS Amendment No. 2, 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 NORESKO, LLC, One Research Drive, Suite 400C, Westborough, MA, a State of Connecticut duly registered foreign limited liability company ("NORESCO" and/or "Consultant").

WHEREAS, on August 30, 2016, the parties hereto entered into a Contract for Energy-Savings Performance Contracting Services, (the "ESP Contract"); and

WHEREAS, on July 6, 2018, the parties hereto entered into Amendment No. 1 to the Contract for Energy-Savings Performance Contracting Services to include certain conversions of City street lights to LED, (the "Amendment No. 1"); and

WHEREAS, the parties hereto now find it necessary and desirable to amend the ESP Contract, as amended by Amendment No. 1, to continue and extend Operation & Maintenance Support Services through 12/31/2026, to include on-call provisions for high level technical advisory support, to include on-call provisions for project management services for HVAC related projects and to include on-call provisions for project management services for non-HVAC projects occurring in buildings where NORESKO is already providing such services pertaining to HVAC installation; to conclude Measurement & Verification services and the Guarantee Term, and to include all applicable additional contract provisions as required by the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) ("ARPA") and/or the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund, signed into law March 11, 2021 ("ARPA ESSER" or "ESSER III"), as a portion or all of this Amendment No. 2 may be funded by ARPA and/or ESSER III; and

WHEREAS, the parties hereto will collectively be referred to herein as the "Parties" and capitalized terms not otherwise defined herein shall have the meanings set forth in the ESP Contract, as amended by Amendment No. 1, and the attachments and schedules thereto.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties agree to amend the ESP Contract, as amended by Amendment No. 1, as follows:

1. Measurement & Verification Period

The Measurement & Verification Plan (as provided in Exhibit A, Energy Savings Performance Project Statement of Work, Attachment 1, Schedule C Measurement & Verification Plan ("M&V")) and associated Guarantee Period (as provided in Exhibit A, Energy Savings Performance Project Statement of Work, Attachment 1, Schedule A Energy Savings Guarantee) began February 1, 2019 and its 5 year period is to end January 31, 2024. To date, the City has been satisfied with the M&V process and Energy Savings realized. In lieu of continuing the M&V process through January 31, 2024, the City desires to end at the end of year 3. Therefore, regardless of what the ESP Contract, as amended by Amendment #1, may otherwise provide, the M&V process, and the associated Energy Savings Guarantee, shall end on **January 31, 2022**. However, the parties hereto agree that the Energy Savings realized through January 31, 2024 shall be credited to the City as if the Energy Savings Guarantee were still in effect.

2. NORESCO Maintenance Responsibilities

In lieu of stopping NORESKO's Maintenance Responsibilities (as provided in Exhibit A, Energy Savings Performance Project Statement of Work, Attachment 1, Schedule BB QESP's Maintenance Responsibilities ("O&M Service")) on January 31, 2024 when they are presently scheduled to end, the City desires to extend O&M Service through December 31, 2026, and at the contracted for 3% escalation rate as provided in 2.1 below,

2.1 Section 63 (**Required City of Waterbury Provisions**) of the ESP Contract is hereby amended as follows:

2.1.1 Section 63(d) Energy Savings Guarantee shall end January 31, 2022.

2.1.2 The following text shall be added after Section 63(e) Compensation (4) Fee Schedule:

"(1). the fee payable to the Contractor for the continued O&M service shall be as follows:

Year 6 (February 1, 2024-January 31, 2025) - **\$224,722**

Year 7 (February 1, 2025-January 31, 2026) = **\$231,464**

Year 8*(February 1, 2026-December 31, 2026) = **\$218,541**

* This being the prorated cost of 11 months of service

3. On-Call Services

3.1 The City is desirous of having NORESKO available on-call to assist the City as needed on a Task Order basis with the following matters:

3.1.1 High Level Technical Advisory Services pertaining to HVAC Upgrades

NORESCO shall provide such High Level Technical Advisory Services pertaining to HVAC Upgrades as provided in NORESKO's proposal dated October 26, 2021 at the rate of \$195 per hour as may be authorized by Task Order(s) and City purchase order(s). NORESKO's October 26, 2021 proposal is attached hereto as Exhibit A.

3.1.2 Project Management Services to support HVAC related projects

NORESCO shall provide such Project Management Services to support HVAC related projects as provided in NORESKO's proposal (see attached Exhibit A) at rates as provided in Table 2 attached thereto, as may be authorized by Task Order(s) and City purchase order(s).

3.1.3 Project Management Services to support non-HVAC but related projects

NORESCO shall provide such Project Management Services to support non-HVAC but related projects as provided in NORESKO's proposal (see attached Exhibit A) at rates as provided in Table 2 attached thereto, as may be authorized by Task Order(s) and City purchase order(s).

3.2 Task Order Development. The parties hereto agree that the City, through its Using Agency, may request from the Consultant at any time during the term of this Agreement a proposal to perform services pertaining to Design Review, Project Bid Specification Development, Project Management and Inspection and Commissioning Services that shall be completed within the Contract Time as further provided in the applicable Task Order(s) and agreed to by the Consultant. The Consultant shall prepare for the Using Agency's review, comment and approval a Task Order Proposal that:

- 3.2.1 assigns a Task Order number;
- 3.2.2 provides a general description of the Task Order project;
- 3.2.3 provides a detail overview of the services to be provided;
- 3.2.4 provides the timeline by which all work under the Task Order shall be completed;
- 3.2.5 proposes a not to exceed cost to perform all work under the Task Order with compensation being based upon the hourly rates provided in the NORESKO's attached proposal, dated _____ and consisting of _____ pages and paid on a time and materials basis;
- 3.2.6 provides a spreadsheet of the Consultant's proposed level of effort for the Task Order work that includes staff positions and man-hours budgeted for each subtask within the Task Order;
- 3.2.7 addresses any comments provided by the Using Agency;

3.3 The parties hereto agree that no work shall commence under a Task Order until and unless it has been fully executed by the Consultant (through its Project Manager) and by the City (through the Department Head of the Using Agency) and a City Purchase Order for said work has been issued.

3.4 Task Order Process. The parties hereto agree that for all Task Orders approved in writing by the City's Using Agency:

- 3.4.1 The Using Agency shall process a requisition with the City's Finance Department or School Business Office for each specific Task Order;
- 3.4.2 The Using Agency shall not issue a Notice to Proceed with the Task Order work to the Consultant until and unless the City issues a Purchase Order for such work; and
- 3.4.3 The Consultant shall provide invoices to the Using Agency on a monthly basis for services rendered under each Task Order during the period in question and shall include therewith a narrative detailing the services rendered during the period in question and any further information requested by the Using Agency.

5. Required Contract Provisions

As the City contemplates utilizing ARPA funding and/or ESSER III funding to pay for some or all of this work under this Amendment No. 2, NORESKO shall comply with all applicable provisions of ARPA and ESSER III, including but not limited to the following, which shall amend Section 63 (**Required City of Waterbury Provisions**) of the ESP Contract with this additional text:

“(m) **REQUIRED CONTRACT PROVISIONS (Consultant) – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS.** This Agreement pertains to a project funded in whole or in part, under the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021). The Consultant 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 Agreement 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 Regulations and assurances that the Consultant must comply with are set forth in **Attachment B-1** to this Agreement (“**REQUIRED CONTRACT PROVISIONS (Consultant), AMERICAN RESCUE PLAN ACT FUNDED PROJECTS**, dated October 2021”), attached hereto and made a part hereof.

(n) The State Education Agency (“SEA”) will ensure that every recipient and subrecipient of ESSER funds will cooperate with any examination of records with respect to such funds by making records available for inspection, production, and examination, and authorized individuals available for interview and examination, upon the request of (i) the Department and/or its Inspector General; or (ii) any other federal agency, commission, or department in the lawful exercise of its jurisdiction and authority.

(o) With respect to the certification regarding lobbying in Department Form 80-0013, no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making or renewal of Federal grants under this program; the SEA will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” when required (34 C.F.R. Part 82, Appendix B); and the SEA will require the full certification, as set forth in 34 C.F.R. Part 82, Appendix A, in the award documents for all subawards at all tiers.

(p) The SEA and other entities will comply with the provisions of all applicable acts, regulations and assurances; the following provisions of Education Department General Administrative Regulations (EDGAR) 34 CFR parts 76, 77, 81, 82, 84, 97, 98, and 99; the OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the Department in 2 CFR part 3485; and the Uniform Guidance in 2 CFR part 200, as adopted and amended as regulations of the Department in 2 CFR part 3474.

(q) NORESKO 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 Department’s implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

(r) **Audit.** The City reserves the right to audit NORESKO’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, NORESKO 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. NORESKO acknowledges that all State and Federal Agencies reserve the right to audit NORESKO's books of account in relation to this Contract and any time until the American Rescue Plan Act grant is fully closed out as determined by the U.S. Treasury Department.

(s) **Conformance with Federal, State and Other Jurisdictional Requirements.** NORESKO is aware of and shall comply with the provisions of the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions all Acts from which the funding for this Contract is derived are hereby incorporated by reference and made a part of this Contract. The Federal-Davis Bacon Act provides that Federal wage rates apply to certain federal funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract's dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments."

5. Section 26 of the Contract shall be deleted in its entirety and replaced with the following text:

"5.1. Except as provided in 5.3 below, the Consultant shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by the limited conditions beyond its control provided below:

5.1.1 Acts of God, fire, explosion, cyclone, war, revolution, or acts of public enemies.

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

5.3 The parties hereto expressly agree that funding for this work requires completion in accordance with American Rescue Plan time constraints. While parties acknowledge the COVID-19 Virus and the effects of the Pandemic, all impacts are not known at this time. In the event of delay, the parties will mutually come together to discuss an equitable resolution."

6. Except as expressly modified herein, all the terms, conditions and provisions of the ESP Contract, as amended by Amendment No.1 and this **Amendment No. 2**, shall remain in full force and effect and binding upon the Parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto execute this **Amendment No. 2** on the dates signed below.

WITNESSES:

CITY OF WATERBURY

Sign: _____
Print name: _____

By: _____
Neil M. O'Leary, Mayor

Sign: _____
Print name: _____

Date: _____

WITNESSES:

NORESCO, LLC

Sign: _____
Print name: _____

By: _____
Print name: _____

Its _____

Sign: _____
Print name: _____

Date: _____

EXHIBIT A



One Research Drive, Suite 400C
Westborough, MA 01581
www.noresco.com

October 26
, 2021

Michael LeBlanc, CPA
Director of Finance
City Hall Building
235 Grand Street, Second Floor
Waterbury, Connecticut 06702

RE: PROPOSAL TO AMEND SERVICES

Proposal Overview

NORESCO understands the City of Waterbury (City) is a direct entitlement city and receiving significant American Rescue Plan Act (ARPA) and Elementary and Secondary School Emergency Relief (ESSER) funds. It is our understanding from the City that ARPA-City funds need to be committed by December 2024 and BOE ESSER-III funds need to be committed by September 2024. Both the City and Board of Education (BOE) have many buildings with significant HVAC needs, and wish to use a part of this federal funding for HVAC improvements. The City and BOE acknowledge that they will handle ensuring required eligibility, approvals, and compliance with the applicable regulation(s). Based on this understanding, NORESKO is pleased to present this proposal to amend services NORESKO is currently providing under the August 30, 2016 Energy Services Agreement (ESA) to support and meet the City's increased needs, including continuing High Level Technical Advisory and Operation and Maintenance (O&M) Services, and providing additional project development and management services to support designated projects to be funded from ARPA and ESSER. For clarity, O&M services, and any non-federally funded turnkey projects, will continue to be paid for with City funds and/or BOE operating funds, not from federal funds. The remaining services outlined below are expected to be funded with federal funds and the City and BOE will be solely responsible for ensuring compliance with those funding requirements.

Proposed Services

Outlined below are proposed changes and additions for the City's review and approval. Once accepted by the City, the City will develop the requisite Amendment to the existing ESA.

1. O&M services to continue to support equipment installed under the ESPC

While the City is developing an internal HVAC group, the need remains to provide ongoing services to support the new equipment and systems installed under the ESA, and many new HVAC systems the City and BOE plan to add or upgrade. NORESKO's O&M Team will continue to work with the School Inspector's Office and Department of Public Works; and, in collaboration with vendor(s) the City and BOE engages for HVAC on-call services, including preventative maintenance services. The City will appoint a primary point of contact to prioritize NORESKO's time spent on the various BOE/DPW O&M tasks identified in Schedule BB of the ESA, for a contracted total of 600 annual hours. The August 30, 2016 ESA provided for 5 years of post-installation O&M services that will conclude in January 2024.

NORESICO proposes adding three additional years (Years 6 to 8) of O&M services at the contracted 3% annual escalation rate. Year 6 services would end on January 31, 2025; Year 7 services would end on January 31, 2026; and Year 8 services would end on January 31, 2027. There are no proposed changes to the current/past invoicing method or process.

Table 1: Years 6 to 8 O&M Fees

Years	Fees	Cost
Year 6	O&M Fees	\$224,722
Year 7	O&M Fees	\$231,464
Year 8	O&M Fees	\$238,408

NORESICO additionally proposes the conclusion of Measurement & Verification (M&V) services on January 31, 2022, representing the end of the third annual guarantee period. Additionally, the Guarantee Term will also be modified to end 3 (three) years from the Commencement Date.

2. High Level Technical Advisory Services to the City and BOE

NORESICO understands that the BOE has engaged a consultant to complete a district-wide building facilities condition assessment over the next 6 to 8 months. One part of the facilities assessment is identifying needed facility improvements, including expected HVAC upgrades, replacements, and additions to improve indoor climate conditions for educating students. NORESICO proposes to provide the City and the BOE with high level technical advisory services. NORESICO will review the facility condition assessment reports and work collaboratively with external consultants and project managers to provide expert guidance and assistance with HVAC projects evaluation and planning on ESSER-funded projects. It is anticipated that these high level technical advisory services will be funded all or in part with federal funds, and therefore will be subject to applicable federal grant requirements to be identified by the City in the Amendment to the ESA. NORESICO proposes to provide the high level technical advisory services on the current 2021 hourly billing rate of \$195 per hour, invoiced no more frequently than monthly, and in addition to other services under the ESA, and is not included in the 600 hours for O&M services. Per the existing ESA agreement, service rates will escalate 3% annually. These services would be provided through December 31, 2026. As with O&M services, the City may cancel the technical advisory services upon 90 days' written notice to NORESICO.

3. Project Management Services to support HVAC-related projects City and the BOE

NORESICO proposes additional services to support the City and BOE through an amendment structured as a Master Agreement with specific task orders for the development/project management support on ARPA, ESSER, and locally funded HVAC-related projects. The City and/or the BOE will request for each task order, that NORESICO develop a preliminary budget based on the published rates provided here (Table 2), along with the anticipated hours and associated rates to complete the services outlined below. The position name, position title, biographical experience and hourly rate will be defined for each proposed task order. NORESICO would provide a proposal with details of the recommended approach, timeline, and scope of services. NORESICO would commence services upon

receipt of an approved task order executed by both parties, complete all services, and invoice no more frequently than monthly, and separate from other services under the ESA, resulting in a project true-up at the end of the project reflecting the actual time spent on the engagement. In the event that NORESKO is presented with a task order for a potential HVAC Design-Build opportunity that it may have an interest in bidding, we request that a provision be included in our contract Amendment that provides NORESKO the option to not execute the task order to provide Design Review and Develop Project Bid Specifications, and enable us to potentially bid the Design/Build project.

Services may include:

- a. **Design Review:** NORESKO proposes to provide design oversight services for all ARPA- and ESSER-funded HVAC-related projects through final design. NORESKO's role will be limited to providing design review, and in no instance will NORESKO be the designer/engineer of record.
- b. **Develop project bid specifications:** Services may include developing outlined scopes of work and preliminary designs sufficient for the City to obtain bids for competitively procured projects. For more complex projects, NORESKO could also help develop the design bid specifications for the City to competitively bid the 100% project design that would be performed by others.
- c. **Be part of evaluation team, available to help answer technical questions from the City and the BOE, other consultants and project stakeholders.**
- d. **Project Management from subcontractor selection through project completion:** NORESKO proposes providing project management services for onsite management of subcontractors who will be under contract directly with the City/BOE. We propose to start these services only after approval of each task order and provide services as needed through December 31, 2026.
- e. **Review and provide feedback on submittals**
- f. **Provide Inspection and Commissioning Services**

4. Optional Project Management Services to support non-HVAC and related projects

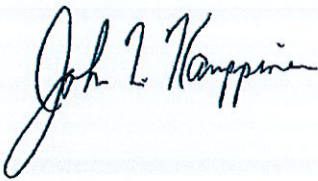
There will likely be instances where it may be most cost effective for NORESKO to develop non-HVAC related work, and/or to oversee other non-HVAC related work in a building where we are already providing project management services for a significant HVAC installation and where other improvements need oversight. Should the City and/or BOE wish to engage NORESKO for support of non-HVAC projects, and NORESKO agrees, we propose that the same task order procedure for HVAC projects be used.

Table 2: City of Waterbury Rate Tables for Calendar Year 2021

Categories	Rate Range	
	Low	High
Director	\$195	\$294
Manager, Development	\$177	\$294
Project Administrator	\$85	\$136
Account Manager	\$156	\$183
Senior Construction Project Manager	\$177	\$231
Construction Project Manager	\$156	\$183
Construction Administrative Assistant	\$85	\$136
Senior Design Engineer	\$177	\$231
Designer Engineer	\$156	\$183
Commissioning Agent	\$156	\$197
Senior Energy Engineer	\$177	\$231
Energy Engineer	\$132	\$183

- *Project Management Services third-party work: For task orders under the project management services scope of work where NORESKO determines it will require support from a third-party firm, subject to the City' approval, NORESKO will bill the subcontract cost with a margin of 12% for overhead and profit.*
- *Rates will escalate at 3% annually per the ESA.*

Sincerely,



John Kauppinen
Senior Account Manager

ATTACHMENT B-1

REQUIRED CONTRACT PROVISIONS (Consultant)

AMERICAN RESCUE PLAN ACT FUNDED PROJECTS, dated October 2021

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

In addition:

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

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

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

- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.
- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.
- 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
 - 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
 - 1.15.2 Contractor acknowledges that Executive Order 13166, "Improving Access to Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury's directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.
 - 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
 - 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is

binding upon Contractor and Contractor's successors, transferees, and assigns for the period in which such assistance is provided.

- 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
- 1.17 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.18 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number _____ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20 The Contractor shall protect all Whistleblowers as follows:
- a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
 - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - c) The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;

- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.2

November 18, 2021

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves to approve Amendment Two to the Professional Services Agreement with Milestone C, LLC for Aerospace, Engineering and Computer Science Curriculum.

Approved

Rocco F. Orso



Memorandum

To: Board of Education

From: Michael Merati, Supervisor of Career & Technical Education, Academic Office

Date: November 10, 2021

Re: Board of Education Second Amendment Approval Request CRT21-043 / Aerospace, Engineering, Software Development Executive Summary – Milestone C

The Academic Office/Education Department respectfully requests your approval, subject to the approval of the Board of Education for the above-referenced second amendment to CRT21-043 in the amount of \$35,922.40 for additional Software Development curriculum, and classroom supplies/materials between the City of Waterbury and Milestone C.

This contract was initiated under the Request for Proposal (RFP #6827). After advertising a RFP on three separate occasions, Milestone C was the only responder. Milestone C was awarded the contract. Milestone C is a company with experience in industry, education and are professional developers of STEM education products for middle and high schools. Milestone C has developed one of the most unique, highly advanced and complete project-based curricula in the nation. Their curriculum, materials and training will assist leading our WPS students to various STEM career pathways such as Robotics, Drone Technology, Engineering and Computer Science.

Under this contract, Milestone C STEM courses with related curriculum and professional learning for Waterbury Public School high school students are in compliance with Connecticut state law. WPS will receive standards based curriculum in grades 6-12 for many STEM courses including Robotics, Engineering, Software Development and Drone Technology.

The Contract Term is three years effective on the date signed by the Mayor. The second amendment to CRT21-043 project is being funded by the ESSER II grant in the amount of \$35,922.40.

Accordingly, attached for your review and consideration is the proposed contract, the successful responders Disclosure and Certification of Obligations Affidavit Regarding Outstanding Obligations Form, and the Tax Clearance issued by the Office of Tax Collections.

Lastly, please be advised that the Education Department will have a representative present at your upcoming meeting to answer any question you may have regarding this matter.

Respectfully Submitted,

Michael Merati
Supervisor of Career & Technical Education
236 Grand Street, Room 164
Attachment
Cc: Attorney *Tom Parisot*
File: CRT21-043

PROFESSIONAL SERVICES AGREEMENT

RFP No. 6827

For

Aerospace, Engineering and Computer

Science Curriculum

between

The City of Waterbury, Connecticut

and

Milestone C, LLC

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Milestone C, LLC located at 5 Chestnut Lane, Woodbridge, CT 06525, a Limited Liability Company organized and existing under the laws of the State of Connecticut (the "Contractor" or "Consultant").

WHEREAS, the City and Contractor entered into an Agreement for the provision of professional services by Contractor as is defined in the Agreement, which was effective May 3, 2021 (hereinafter the "Agreement"), and an Amendment to said Agreement, which was effective Nov, 9 2021 (hereinafter the "Amendment"); and

WHEREAS, the City desires to expand its purchases under the existing Agreement awarded to Contractor under RFP No. 6827 and subsequent Amendment; and

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

WHEREAS, the Agreement at Paragraph 21 requires any amendment to the Agreement to be in writing and agreed to and executed by the City and the Contractor;

NOW THEREFORE THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services is amended by adding thereto the following:

1.1.8 The City's Specification of Additional Purchases to be added to the Agreement and attached to this Second Amendment.

1.1.9 Milestone C LLC's Cost Schedule for Additional Purchases.

1.1.10 Milestone C LLC's affirmation that additional purchases are priced at the same level as the pricing set forth at Milestone C LLC's Revised Cost Proposal dated March 21, 2021.

1.1.11 Federally Funded Project Contractor's Requirements and Representations.

All other provisions of the Agreement shall remain unchanged and in full force and effect.

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

WITNESSES:

CITY OF WATERBURY

Sign: _____

By: _____

Print name: _____

Neil M. O'Leary, Mayor

Sign: _____

Date: _____

Print name: _____

WITNESSES:

MILESTONE C, LLC

Sign:  _____

By:  _____

Print name: Jessica R. Burke

David Cornelius

Its: CEO

Sign:  _____

Date: 11/9/2022

Print name: Coleman Darley

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.3

November 18, 2021

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves to approve an Agreement with Waterbury Youth Services, Inc. to provide Truancy Prevention Services as required by the Youth Services Bureau Grant.

Approved

Rocco F. Orso



Dr. Lara White

Director of Equity and Inclusion
Office (203) 574-8000, x11273
Lara.White@waterbury.k12.ct.us

November 8, 2021

Honorable Commissioners of the Waterbury Board of Education and
Honorable Alderman of Waterbury Board of Alderman
235 Grand St.
Waterbury, 06702

Re: Approval of a contract between the City of Waterbury and Waterbury Youth
Services, Inc.

Dear Honorable Commissioners and Alderman:

The Department of Pupil Services requests your approval of a contract with Waterbury Youth Service Inc. (WYS). WYS serves as the local youth service bureau for the City of Waterbury. The contract was not put out to bid due to the fact that WYS is the City of Waterbury's designated youth service bureau and the State grant for local youth service bureaus requires a City match of funding. The Director of Purchasing, Kevin McCaffery, found that the WYS is the City's only Youth Service Bureau and is a sole source, exempt from bidding under Section 38.026 of the City's Procurement Ordinance.

The WYS state grant application was done and approved last year. WYS expects to receive an award of \$83, 631.00 this year. State law requires that the City match the amount of state funding. The funding supports truancy prevention services by WYS to students in the Waterbury School District. Waterbury has budgeted \$75,500 in cash and will match the remainder, of \$ 8, 631 with an in-kind contribution of services provided to WYS by Waterbury staff. The contract sets forth the truancy procedures, forms and responsibilities. The contract runs from 7/1/2021 through 6/30/2022. The City has contracted with WYS, Inc. each year for the last several years and is satisfied with their services.

Sincerely,

Dr. Lara D. White

Enc. Contract

Truancy Prevention Program 2020-21

Number of students referred: 517

Number of students served: 404

Waitlisted: 113 as of 7/23/2021

All 404 students received the following:

- **Three phone calls**
- **Two letters**
- **Confirmation that students had resources needed to return to school: supplies, clothes**
- **All clients were informed of 211 if in need of food, medical or financial assistance**

98 of them completed a face to face interview via phone, zoom or in person in addition to the above services, which allowed us to determine the following root causes of their truancy.

Root Causes for Truancy:

Number of Students	Cause of Truancy
5	Mental Health
9	Medical
4	Death in Family
45	Technology issues
1	Needed to work
7	Didn't understand Class
11	Sleep issues
2	Issue with teacher
1	Parental illiteracy
9	Lack of parental monitoring while in class
1	Moved
2	Marked absent but attending Virtual
1	Beyond Control
98	TOTAL

The following services were also provided to these 98 clients to address the root causes of their truancy.

Internal Referrals to WYS Programs:

Positive Youth Development

- 6 students – Juvenile Justice Mentoring Program (individual mentoring for youth in JJ system)

Employment Programs

- 1 student – SYEP

Counseling

- 2 students - Youth & Family Emergency Services (crisis counseling: individual & family)

External Referrals to Other Agencies:

Counseling

- 3 students - Wellmore
- 1 student – Wheeler
- 1 student- Community Health Center
- 2 students- IICAPS

Mentoring

- 1 student -B.A.G.S

Basic Needs

- 1 student – Department of Social Service

Employment Services

- 2 students - United Labor Agency

Positive Youth Development

- 1 student – Y.M.C.A
- 2 students- PAL

Medical

- 1 student – Access Health CT
- 7 students- Primary Doctor

Child Protective

- 6 students – Department of Children and Families

Parent Support

- 1 student – FAVOR, Inc.

Legal Services

- 1 student- Lawyer

Court Services

- 1 student- Probation Officer

School Services

- 4 students – Summer School
- 2 students – PPT
- 2 students – in school counseling
- 17 students-referred back to school for help with device

AGREEMENT
between
The City of Waterbury, Connecticut
and
Waterbury Youth Services, Inc.
for
Truancy Prevention Services

THIS AGREEMENT (the “Agreement” or “Contract”), effective on the date signed by the Mayor, is by and between the City of Waterbury (the “City”), 235 Grand Street, Waterbury, Connecticut and Waterbury Youth Services, Inc. (“WYS” or “Recipient”), located at 83 Prospect St., Waterbury, CT 06702, a duly registered State of Connecticut, non-profit corporation (jointly referred to as the “Parties” to this Agreement).

WHEREAS, Waterbury Youth Services, Inc., represents that it has been designated by the State of Connecticut as a Youth Service Bureau, and ,as such is eligible to apply for, and did apply for the “State Fiscal Years 2022-2023 Youth Service Bureau Grant,” from the Connecticut Department of Children and Families (hereinafter “DCF”), pursuant to C.G.S §10-19o, for the grant period of July 1, 2021 through June 30, 2023 (hereinafter the “Grant”); and

WHEREAS, Pursuant to C.G.S §10-19o the City is required to contribute, to the Recipient, an amount equal to the Grant awarded to the Recipient. The City’s contribution shall be no less than fifty percent as a cash match and the remainder as an in-kind match; and

WHEREAS, the Recipient has made application to the City, in a correspondence dated June 1, 2021, requesting a municipal match in cash funds and an in-kind match for the Grant, for the fiscal year July 1, 2021 and ending June 30, 2022 and

WHEREAS, the City desires to provide the matching cash funds and the in-kind match to the Recipient in an amount required by the Grant, pursuant to C.G.S §10-19o. The City’s obligation to provide matching cash funds and an in-kind match is contingent upon the Recipient’s award and receipt of Grant funds for fiscal year 2021-2022; and

WHEREAS, the City received notification that the Grant was awarded in the amount of \$83,631.00 for fiscal year July 1, 2021 to June 30, 2022.

WHEREAS, the City wishes to establish the terms and conditions under which it will make the matching grant funds and in-kind match available to the Recipient thereby enabling the Recipient to accomplish goals and further projects enumerated in its Grant narrative.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Recipient shall furnish all of the services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to provide such services as specified in this Agreement, as well as all requirements set forth in the Grant by DCF and such

shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards.

1.1 The Project consists of services to be provided to the City of Waterbury youth which are further set forth in **Attachment A** attached hereto and hereby made material provisions of this Contract. **Attachment A** shall consist of the following:

- 1.1.1** Connecticut Department of Children and Families (“DCF”) “State Fiscal Year 2022-23 Youth Service Bureau Grant Application,” dated August 25, 2021 (incorporated herein by reference);
- 1.1.2** Scope of Services, (consisting of 1 page);
- 1.2.3** Truancy Service Forms, entitled Forms A-F, (consisting of 6 pages).
 - Form A – School Excessive Absence/Truancy Referral
 - Form B- Waterbury Youth Service System Letter
 - Form C- WYS Home Visit Report
 - Form D-WYS Referral to Service Provider
 - Form E-WYS Truancy Intervention Summary
 - Form F-Intervention and Assessment Log

1.2 The Recipient shall comply with all provisions of the Youth Services Bureau Grant and shall maintain a Youth Service Board in compliance with and in accordance with the membership requirements as set forth in the Grant. The Recipient shall provide a proposed itemized budget to the City of Waterbury for 2021-2022 30 days prior to the implementation of that budget and shall submit the final budget as approved by the State within 30 days of such approval. The Budget shall include documentation as to proposed Grant expenses for the City’s cash contribution as well as for the funds received under the Grant by the “recipient” from DCF.

1.3 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 Recipient.

2. Recipient Representations Regarding Qualification and Accreditation. The Recipient represents that, to the extent required by law, its employees are licensed and screened to perform the scope of work set forth in this Agreement. The Recipient further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Agreement, including any supplementary work and the City relies upon these representations.

2.1 Representations regarding Personnel. The Recipient represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual

relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Recipient 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 Recipient hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Recipient and/or its employees be licensed, certified, registered, or otherwise qualified with a criminal background check, the Recipient and all employees providing services under this Agreement, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Recipient shall provide to the City a copy of the Recipient's licenses, certifications, registrations, etc.

3. Responsibilities of the Recipient.

3.1 Criminal Background Check and DCF Registry Check. The Recipient shall ensure, and represents to the City, that any employee who will have direct contact with a student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Recipient 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 Recipient shall not permit any person with a disqualifying criminal history to have direct contact with a student.

3.2 Confidentiality/FERPA. Recipient shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. Recipient shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

3.2.1 Any and all materials contained in City of Waterbury student files that are entrusted to Recipient or gathered by the Recipient in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by Recipient shall be used solely for the purposes of providing services under this Agreement.

3.2.2 Recipient acknowledges that in the course of providing services under this

Agreement, it may come into the possession of education records of City Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99). Recipient and City shall comply with the requirements of said statute and regulations, as amended from time to time and Recipient agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, Recipient has no authority to make disclosures of any information from education records. Recipient shall instruct its employees of their obligations to comply with FERPA.

3.3 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 Recipient.

3.3.1 The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Recipient 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 Recipient. 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 Recipient 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 Recipient 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.

3.3.2 The Recipient shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

3.3.3 A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the Recipient receives a request to review Student Data in the Recipient's possession directly from a student, parent, or guardian, the Recipient agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Recipient agrees to work cooperatively with the Board to permit a student, parent, or guardian to

review personally identifiable information in Student Data that has been shared with the Recipient, and correct any erroneous information therein.

3.3.4 The Recipient shall take actions designed to ensure the security and confidentiality of student data.

3.3.5 The Recipient 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 Recipient of a breach of Student Data, the Recipient 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.

3.3.6 Student Data shall not be retained or available to the Recipient upon expiration of the Agreement between the Recipient and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Recipient after the expiration of such Agreement for the purpose of storing student-generated content.

3.3.7 The Recipient and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

3.3.8 The Recipient 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.

3.3.9 The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other Agreement entered into by the Parties concerning Student Data.

3.4 Use of City Property. To the extent the Recipient is required to be on City property to render its services hereunder, the Recipient shall have access to such areas of City property as the City and the Recipient agree are necessary for the performance of the Recipient's services under this Agreement (the "Site" or the "Premises") and at such times as the City and the Recipient may mutually agree. Recipient shall perform all services in full compliance with Local, State and Federal health and safety regulations. All services hereunder shall be performed in a safe manner. Recipient 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 Recipient, City may, but shall not be required to, correct same at Recipient's expense. City shall confirm in writing any oral notice given within five (5) days thereafter.

3.5 Publicity. Recipient agrees not to deliberately disclose the fact that the City has entered into or terminated this Agreement or disclose any of the terms of the Agreement or use City's name in connection with any publicity, unless City gives prior written consent to such use of City's name in each instance, which approval will not be unreasonably or arbitrarily withheld. Nothing contained herein shall limit the Recipient's ability to fully comply with all applicable laws and regulations regarding compliance reporting including but not limited to federal and state tax information filing, responding to freedom of information regulations, if applicable, per requirements of governmental agencies and to comply with laws and regulations governing mandatory reporters and to comply with subpoenas and orders of Courts of competent jurisdiction.

3.6 Standard of Performance. All services, materials or equipment, shall conform in all respects with the requirements of all this Agreement. The standard of care and skill for all services performed by the Recipient shall be that standard of care and skill ordinarily used by other members of the Recipient's profession practicing under the same or similar conditions at the same time and in the same locality. The Recipient's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.7 Recipient's Employees. The Recipient 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 and shall insure that staff assigned to services funded by this grant are qualified.

3.8 Due Diligence Obligation. The Recipient acknowledges its responsibilities to examine and to be thoroughly familiar with the City's requirements, including, but not limited to all requirements set forth in the 2021-2022 Grant by DCF. The Recipient hereby warrants and represents that prior to the submission of its application during the application process it reviewed or was afforded opportunity, by the City, to review, if applicable, 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 Agreement and thereby warrants that:

3.8.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal.

3.8.2 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.

3.8.4 has familiarized itself with the nature and extent of the Contract Services, 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.

3.8.5 agrees that the Attachment A Documents are sufficient in scope and detail to indicate and convey understanding of all the conditions for performance of the Work.

3.9 Reporting Requirement. The Recipient shall, at its own expense, provide to the City and the State of Connecticut a timely filed, certified audited statement, signed by a Certified Public Accountant, of all funds held or received by the Recipient regardless of the source of said funds. Said statement shall be provided to the City within One Hundred Sixty (160) Days following the expiration of the Recipient's fiscal year during which grant funds were received pursuant to this Agreement. Audits shall be performed and audited statements shall be prepared in accordance with generally accepted accounting principles and auditing standards. All audit reports, statements, and auditor's recommendations shall be available in their original form to the City. The Recipient represents that it shall permit the City or its duly authorized representatives to examine, review, audit or copy any records, books or other documents of the Recipient relating to the use of grant funds by the Recipient or to the Recipient's compliance with any provision of this contract. Said records shall be kept in a manner which follows accepted accounting practices and which enables the City to verify the amounts spent as well as that the Recipient only expended funds for allowable purposes. The records and accounts of the Recipient with respect to the Youth Services System State Grant, matching City Grant and any other Grant from the City shall be made available in the Recipient's business office for audit, upon request by authorized representatives of the City.

3.9.1 The Recipient agrees that it shall preserve all of its records and accounts concerning the use of grant funds, or concerning the Recipient's compliance with the provisions of this contract for a minimum period of seven (7) years, or as required by law, whichever is longer, years after final payment under this contract. If any litigation, claim or audit is commenced before the expiration of the seven-year period, the records shall be retained until such suits, claims or audit findings have been resolved.

4. Responsibilities of the City. Upon the City's receipt of Recipient's written request, the City will provide the Recipient with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Recipient 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 Recipient for the purpose of carrying out the services under this Agreement.

5. Term. The term of this Agreement shall be for the fiscal year commencing July 1, 2021 and terminating on June 30, 2022.

6. Matching Funds. The City's obligation to contribute a cash and in-kind match equal to the Grant awarded to the Recipient, is contingent upon the receipt of the Grant funds awarded to WYS for the 2021-2022 fiscal year in the amount of \$83,631.00.

6.1 Cash Matching Funds. Upon receipt of the Grant by WYS, the City shall provide the Recipient cash matching funds in the amount up to, Seventy-Five Thousand Five Hundred Dollars (\$75,500.00) which shall be allocated as follows:

6.1.1 Fifty Thousand Five Hundred Dollars (\$50,500.00) to be allocated for services under the Truancy Program; and

6.1.2 Twenty-Five Thousand Dollars (\$25,000.00) to be allocated for administrative support

6.2. The parties acknowledge that the amount of contribution from the City must be equal to the amount of the Youth Service Bureau Grant received by WYS. Therefore, the City's match is contingent upon the amount received in grant funds from the State of Connecticut.

6.2.1 Upon Receipt of the Grant by WYS, the City's cash matching funds shall be paid to the Recipient as follows:

6.2.1.1 An amount up to \$25,000.00 administrative support fee and an amount up to \$25,250.00 related to the truancy programs shall be paid on February 15, 2021.

6.2.1.2 A payment in the amount up to \$12,625.00 will be paid on March 31st

6.2.1.3 A payment of an amount up to \$12,625 .00 will be paid on June 30th

6.2.2 Provided, however, the City reserves the right, upon five (5) days written notice to the Recipient to disburse any or all grant funds made available hereunder directly to the vendors on behalf of the Recipient. Notwithstanding any other provision hereof, the City reserves the right, at its sole discretion, in the event of unforeseen financial difficulty or need, to cancel this Agreement or to terminate, reduce or otherwise modify either the schedule or amount of any subsequent payments authorized hereunder, at any time, without further obligation of any kind to the Recipient.

6.2.3 The cash matching funds itemized in section (ii) above shall be paid upon submission and approval of an invoice from the Recipient to the City.

6.3 In-Kind Match. The City shall provide the Recipient with an in-kind match which is equivalent to the difference between the total amount of the Grant received and the cash match to be contributed by the City. The in-kind match may represent the partial salary and

benefits of a City of Waterbury employee who will assist, participate or provide support to the Truancy Program as the in-kind match.

6.4 Use of Funds. The Recipient represents that it will use all grant funds received by it hereunder solely for purposes specified in this Agreement and Attachment A which is attached hereto and made part hereof and for no other purposes.

6.5 Limitation of Payment. Grant Funds payable to the Recipient is limited to those fees set forth in Section 6 above. Such compensation shall be paid by the City upon review and approval of the Recipient's invoices for payment and review of the work, services, deliverables, etc. required in this Agreement and review as may be further required by the Charter and Ordinances of the City. Recipient's invoices shall reference the Grant approval by the City and be in a form and content required by the City.

6.5.1 The Recipient 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 Recipient in an amount equaling the sum or sums of money the Recipient and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Recipient's and/or its affiliate's real and personal tax obligations to the City.

6.6 Review of Work. The Recipient shall permit the City or its designee to review, at any time, all services performed under the terms of this Agreement at any stage of the work. The Recipient 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 Recipient's Grant. The City shall not certify fees for payment to the Recipient until the City has determined that the Recipient has provided the service envisioned by the Grant and accepted by the City in accordance with the requirements of this Agreement.

6.7 Application Costs. All costs of the Recipient in preparing its application for said grant funds shall be solely borne by the Recipient and are not included in the compensation to be paid by the City to the Recipient under this Agreement or any other agreement.

6.8 Payment for Services, Materials, Employees. The Recipient shall be fully and solely responsible for the suitability, and compliance with the Agreement, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Agreement. The Recipient 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 Recipient shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

7. Indemnification.

7.1 The Recipient shall indemnify, defend, and hold harmless the City and its boards, the City's 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, deliverables, incidentals, etc. arising from or related to this Agreement provided that any such claims, suits, damages, losses, judgments, costs or expenses is caused in whole or in part by any willful or negligent act or omission of the Recipient, its employees, any sub-recipient, 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.

7.2 In any and all claims against the City or any of its boards, agents, employees or officers by the Recipient or any employee of the Recipient, any sub-recipient, 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 7.1, 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 Recipient or any sub-recipient under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

7.3 The Recipient understands and agrees that any insurance required by this Agreement, or otherwise provided by the Recipient, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Agreement.

8. Recipient's Insurance.

8.1 The Recipient shall not commence work under this Agreement until all insurance required under this Section 8 has been obtained by the Recipient and such insurance has been approved by the City. The Recipient shall not allow any sub-recipient to commence work on any subcontract until all insurance required of any such sub-recipient 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.

8.2 At no additional cost to the City, the Recipient 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 Recipient's obligation under this Agreement, whether such obligations are the Recipient's or sub-recipient or person or entity directly or indirectly employed by said Recipient or sub-recipient, or by any person or entity for whose acts said Recipient or sub-recipient may be liable.

8.3 The Recipient's General, Automobile and Excess Liability Insurance policies shall be endorsed to add the City as an additional insured. The insurance afforded the additional

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

8.4 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 Recipient:

8.4.1 General Liability Insurance: 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. \$1,000,000.00 per Occurrence; \$2,000,000 Aggregate, \$2,000,000 Products/ Completed Operations Aggregate;

8.4.2 Automobile Liability Insurance: 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 owned, non-owned vehicle including hired or non-owned vehicles. \$1,000,000.00 combined single limit (CSL);

8.4.3 Workers' Compensation: Recipient shall comply with all State of Connecticut statutes as it relates to workers' compensation. Statutory Limits within the State of Connecticut; Employer Liability (EL); \$1,000,000 EL Each Accident, \$1,000,000 EL Disease Each Employee; \$1,000,000 EL Disease Policy Limit

8.4.5 Excess/Umbrella Liability \$1,000,000 each Occurrence, \$1,000,000.00 Aggregate;

8.4.6 Professional Liability Insurance: \$1,000,000 each Wrongful Act, \$1,000,000.00 Aggregate;

8.4.7 Sexual Abuse/Molestation: Coverage to respond to any allegation made against the vendor and/or their employees or volunteers that involve abuse or molestation of third parties including sexual in nature. \$1,000,000.00 each Wrongful Act (or claim if claims made policy); \$1,000,000.00 Aggregate;

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

8.6 Cancellation. The City of Waterbury shall receive written notice of cancellation from the insurer at least 30 calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

8.7 Certificates of Insurance. At the time the Recipient executes this Agreement, it shall furnish to the City, subject to City approval, certificate(s) of insurance verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Builders Risk and Professional Liability."** The Recipient 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 not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Third Floor.

8.8 Upon request the Recipient shall deliver to the City a copy of the Recipient's Certificate of Insurance, insurance policies, endorsements, and riders.

9. This section intentionally left blank.

10. Waiver of Subrogation. Recipient shall procure an appropriate clause in, or endorsement on, each of its policies for General Liability, Auto Liability and Workers' Compensation whereby the insurer waives subrogation or consents to a waiver of the right of recovery against the City, and having obtained such clause or endorsement of waiver of subrogation or consent to waiver of right of recovery, Recipient hereby agrees that it will not make any claim against or seek to recover from City for any loss or damage to property of the type covered by such insurance.

11. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Agreement, the Recipient represents and warrants that, at all pertinent and relevant times to the Agreement, 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 Recipient 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); and the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

11.1 Permits, Laws, Taxes and Regulations. Permits and licenses necessary for the delivery and completion of the Recipient's work and services shall be secured in advance

and paid by the Recipient. The Recipient shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

11.2 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 Recipient for transactions required or necessitated hereunder between it and its sub-recipients, suppliers, etc. The Recipient remains liable, however, for any applicable tax obligations it incurs. Moreover, the Recipient represents that the proposal and pricing contained in this Agreement do not include the amount payable for said taxes.

11.3 Labor and Wages. The Recipient and its sub-recipients shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

11.3.1 The Recipient 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 Agreement.

12. Discriminatory Practices. In performing this Agreement, the Recipient 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 sub-recipient shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Agreement. Said provisions with sub-recipients shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

12.2 Equal Opportunity. In its execution of the performance of this Agreement, the Recipient 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 Recipient 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 sub-recipients.

13. Termination.

13.1 Termination of Agreement for Cause. If, through any cause, in part or in full, not the fault of the Recipient, the Recipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Recipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Recipient of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Recipient under this Agreement shall, at the option of the City, become the City's property, and the Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

13.1.1 The City may (1) withhold payments under this Agreement to the Recipient (2) cancel, terminate or suspend this Agreement in whole or in part, (3) require the return of all or part of the grant paid to the Recipient hereunder.

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

13.2 Termination for Convenience of the City. The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City to the Recipient. If this Agreement is terminated by the City as provided herein, the Recipient 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 Recipient covered by this Agreement, less payments of compensation previously made.

13.3 Termination for Non-Appropriation or Lack of Funding. The Recipient acknowledges that the City is a municipal corporation and that this Agreement is subject to the appropriation of funds by the City sufficient for this Agreement for each budget year in which this Agreement is in effect. The Recipient therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Agreement 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 Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Recipient.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Recipient for the agreed to level of the products, services and functions to be provided by the Recipient under this Agreement are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to the Recipient, 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 Agreement 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 Agreement.

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

13.4 Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Agreement, for cause, the Recipient 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 Recipient shall transfer all licenses to the City which the Recipient is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Recipient for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Recipient 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 by the City for lack of funding or convenience, the City shall pay the Recipient 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 Recipient 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 Recipient 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 Recipient may negotiate a mutually acceptable payment to the Recipient for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Agreement pertaining to Changes in the Work.

13.4.3 Termination by the Recipient. The Recipient may, by written notice to the City, terminate this Agreement if the City materially breaches, provided that the Recipient shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty day period. In the event of such termination, the Recipient will be compensated by the City for work performed prior to such termination date and the Recipient shall deliver to the City all deliverables as otherwise set forth in this Agreement.

13.4.4 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 Agreement, including but not limited to any contracts and may further pursue completion of the work under this Agreement 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, (i) the Recipient 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 Recipient 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).

13.5 Ownership of Instruments of Professional Services. The City acknowledges the Recipient's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Agreement, 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 Agreement 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.

14. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

14.1. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

- 14.2. war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, or epidemics;
- 14.3. acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;
- 14.4. strikes and labor disputes; and
- 14.5. 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.

15. Subcontracting. The Recipient shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Recipient's services. Any sub-recipient so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Recipient and shall name the City as an additional insured party and said sub-recipients shall deliver to the City a certificate of insurance evidencing such coverages. All sub-recipients shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Recipient from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

15.1 The Recipient shall be as fully responsible to the City for the acts and omissions of the Recipient's sub-recipients, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Recipient.

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

17. Audit. The City, its representative, or designee, reserves the right to audit or examine, the Recipient's books of account in relation to this Agreement, the Youth Services Grant or any other program of the Recipient that is funded by the City any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this Agreement. In the event the City elects to make such an audit, the Recipient shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, payroll records, bank statements and canceled checks.

18. Interest of Recipient. The Recipient 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 Recipient further covenants that in the performance of this Agreement no person having any such interest shall be employed.

19. Entire Agreement. This Agreement shall constitute the complete and exclusive statement of the Contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Agreement must be in writing and agreed to and executed by the City and the Recipient.

20. Independent Recipient Relationship. The relationship between the City and the Recipient is that of client and independent Recipient. No agent, employee, or servant of the Recipient shall be deemed to be an employee, agent or servant of the City. The Recipient shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and sub-recipients during the performance of this Agreement. It is the express intention of the parties hereto, and the Recipient hereby agrees and covenants, that it and any and all third party(ies) and sub-recipient(s) retained by the Recipient hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent Recipient 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 Recipient or between the City of Waterbury and any third party(ies) or sub-recipient(s). Thus, the Recipient hereby covenants that it, its sub-recipient(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 Recipient shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, sub-recipients and third party(ies).

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

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

23. Conflicts or Disputes. This Agreement represents the full and complete concurrence between the City and the Recipient and governs all disputes between them.

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

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

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

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

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

28. 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 Recipient, 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:

Recipient: Waterbury Youth Service System, Inc.
Attn: Kathi M. Crowe
83 Prospect St.
Waterbury, CT 06702

City: Director of Equity and Inclusion
Waterbury Public Schools
236 Grand St., 2nd Floor
Waterbury, CT 06702

With a copy to: City of Waterbury
Office of the Corporation Counsel
235 Grant Street, 3rd Floor
Waterbury, CT 06702

29. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions. The Person, Waterbury Youth Services (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:

29.1 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.

29.2 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.

29.3 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 sub-recipient, the prime Recipient or higher tier sub-recipient or any Person associated therewith, under a Contract or Purchase Order to the City.

29.4 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.

29.5 Upon a showing that a sub-recipient made a kickback to the City, a prime Recipient or a higher tier sub-recipient 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 sub-recipient making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

29.6 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 (vi), 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 (vi) 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.

29.7 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 (1) 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; (2) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (3) 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 (4) 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 29.1.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances for a Person

29.8 The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 29.1.1-29.1.7.

29.9 The Recipient 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.

29.10 The Recipient 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 website: <https://www.waterburyct.org/content/9569/9605/9613/15125.aspx> [see link titled "The City of Waterbury- Code of Ordinances (Rev. 12/31/19)".

29.11 The Recipient is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's "Ordinance Concerning the Hiring of Waterbury Residents" and the State of Connecticut Legislature's Special Act No. 01-1, "An Act Authorizing the Issuance of Certain Bonds by the City of Waterbury."

29.12 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, 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.

29.13 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.

29.14 Prohibition against Contingency Fees. The Recipient 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.

29.15 Freedom of Information Act Notice. Pursuant to State statute, in the event the total compensation payable to the Recipient 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 Recipient 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 to follow]

IN WITNESS WHEREOF, the Parties hereto execute this Agreement on the dates signed below.

WITNESSES:

CITY OF WATERBURY

Sign & Date
Print name:

By: _____
Neil M. O'Leary, Mayor

Sign & Date
Print name:

Date: _____

WITNESSES:

WATERBURY YOUTH SERVICES, INC.

Luis Aguilar 11/8/21
Sign & Date
Print name: Luis Aguilar

By: Kathi M. Crowe, MSW, LICSW
Kathi M. Crowe, Executive Director

Brendan Allen 11/8/21
Sign & Date
Print Name: Brendan Allen

Date: 11/8/2021

ATTACHMENT A

1. Connecticut Department of Children and Families (“DCF”) “State Fiscal Year 2022-23 Youth Service Bureau Grant Application,” dated August 25, 2021, consisting of 21 pages (incorporated herein by reference);
2. Scope of Services, (consisting of 1 page, attached hereto);
3. Truancy Service Forms, entitled Forms A-F, (consisting of 6 pages, attached hereto):

Form A – School Excessive Absence/Truancy Referral

Form B- Waterbury Youth Services, Inc. Letter

Form C- WYS Home Visit Report

Form D-WYS Referral to Service Provider

Form E-WYS Truancy Intervention Summary

Form F-Intervention and Assessment Log

SCOPE OF SERVICES

1. Waterbury Youth Services, Inc. (WYS) agrees to provide truancy prevention work with an adequate number of staff and supervisors who are adequately trained and certified. WYS staff shall work on each School Referral (Form A) that they receive from the Waterbury elementary, middle and high school administrators or their designees, attendance counselors or truancy specialists within 5 school days of receiving it. WYS agrees to provide the following services for each referral:
 - A letter to family with information; (Form B attached)
 - Two home visits with a required written report for each; (Form C attached)
 - Referral(s) to other service providers in the community to directly address family/student needs; (Form D attached)
 - Written Assessment and Intervention report to the school employee who made the referral and the principal of the student's school describing the above results with an assessment of why the student is truant to be reviewed at monthly meetings with WYS and Waterbury Central Office Staff. (Form E attached)
 - WYS Employee Daily Activity Log. (Form F attached)
2. WYS is required and agrees to follow all laws and rules regarding the confidentiality of student information as set forth in the Family Education Records Compliance Act (FERPA) and other federal and state laws regulating disclosure of confidential student information. WYS staff visits to the student's school are not included in the scope of services and all school visits made by WYS agents or employees are prohibited unless they are preapproved by the School Principal. WYS agrees to provide immediate notice of any serious problems relating to Waterbury students of which they become aware to the School Principal, Central Office Staff in Pupil Personnel, and the Director of Equity and Inclusion.
3. WYS agrees not to change any form agreed upon by the parties.
4. WYS shall submit Forms E and F to the Pupil Personnel Office, Waterbury Public Schools, 236 Grand St., 1stFloor, Waterbury, CT 06702. In addition, Forms B, E, and F shall be returned to the school official and/or attendance or truancy officer that referred the student to Waterbury Youth Services no later than 20 school days from the date of the original referral.

FORM A

SCHOOL EXCESSIVE ABSENCE / TRUANCY REFERRAL

TO: WATERBURY YOUTH SERVICES, INC.
83 Prospect Street, Waterbury, CT 06702
Telephone: 203-574-0264 Fax: 203-755-4835
www.waterburyyouthservices.org

Name of Student: _____ Grade: _____

Address: _____ DOB: _____

Phone Number: _____ Cell Phone: _____

Name of Parent /Guardian: _____

Ethnicity: Hispanic____ Black____ White____ Multi Racial____ Asian____

Reason for referral:

Actions taken by school:

Other Agencies Involved with Student/Family: _____

ATTENDANCE HISTORY (Complete 3 years)

Date of Referral: _____ Date received by WYS: _____

Submitted by: _____ Title: _____

Phone Number: _____

School: _____ Principal Signature: _____

School Code _____

FORM B

[DATE]

Re: [NAME]

[ADDRESS]

Waterbury, CT [ZIP]

[GRADE / SCHOOL]

Dear Parent/Guardian:

Welcome to Waterbury Youth Services, Inc. Your child, [STUDENT], has been referred to our Truancy Prevention & Counseling Program by [SCHOOL] because of a high number of absences or tardies.

As his/her parent/guardian, you are an important part of your child's educational development and you know her/him best. We look forward to working with you to improve your child's attendance. On behalf of the Waterbury School System, Waterbury Youth Services, Inc. offers a free voluntary truancy program to help your child improve attendance.

I will be assisting your family. Please contact me, [CM NAME], at 203-573-0264 extension [***] within one week from the date of this letter. I am available Mondays-Fridays 9:00 a.m.-5:00 p.m. If I am unreachable, please leave your name and a working phone number so that I may return your call.

We are looking forward to working with you and your family.

Sincerely,

[NAME]

WYS Truancy Case Manager

FORM C

WYS HOME VISIT REPORT

NAME OF STUDENT	DATE	TIME	PLACE

Report:

Recommendations for Next Steps of Action to be Taken:

Documentation Left for Family:

--

Signature of Case Worker: _____

Phone: _____

Date: _____

NAME AND ADDRESS OF STUDENT	DATE	SCHOOL
Name and Address of Service Provider:		
Reason for Referral:		
Description of Services Requested:		

29

FORM E

WYS TRUANCY INTERVENTION SUMMARY

To: School Official/Attendance or Truancy Counselor _____

NAME OF STUDENT	GRADE/SCHOOL	DATE

Summary of WYS services provided to student and his/her family (assessments, intervention or other referral sources):

Reason for Truancy:

Recommendations to School Official/Attendance, Truancy Counselor and or Juvenile Review Board:

Signature of Case Worker: _____

Signature of Supervisor: _____

Phone: _____

Date: _____

FORM F

INTERVENTION AND ASSESSMENT LOG

Student Name: _____

School: _____

[illegible]

CORPORATE RESOLUTION

I, Janice Paul, hereby certify that I am the duly elected and acting Secretary of Waterbury Youth Services, Inc. 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 22 day of May, 2019.

"It is hereby resolved that Kathi M. Crowe 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 Waterbury Youth Services corporation this 8th day of November, 2021.

Janice Paul
Secretary

4/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer 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: Certificate Team PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): 888 813-0463 E-MAIL ADDRESS: USICTCERTIFICATES@usi.com	
INSURED Waterbury Youth Services, Inc. 83 Prospect Street Waterbury, CT 06702		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Co. INSURER B: Workers Compensation Trust (CT) INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 18058 NONE

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"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PHPK2264258	04/22/2021	04/22/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	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			PHPK2264258	04/22/2021	04/22/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> 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 \$10,000			PHUB764671	04/22/2021	04/22/2022	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	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		N/A	00975	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,500,000 E.L. DISEASE - EA EMPLOYEE \$2,500,000 E.L. DISEASE - POLICY LIMIT \$2,500,000
A	Professional Liab			PHPK2264258	04/22/2021	04/22/2022	\$1,000,000/\$3,000,000
A	Abuse/Molestation			PHPK2264258	04/22/2021	04/22/2022	\$1,000,000/\$3,000,000

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

RE: Truancy Program.

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder and its Department of Education, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability and Automobile Liability policies contain a special (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Waterbury
 Chase Building
 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. Ullrich

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DESCRIPTIONS (Continued from Page 1)

endorsement with "Primary and Noncontributory" wording, when required by written contract. The General Liability and Automobile Liability policies provide a Blanket Waiver of Subrogation as required by written contract. The Umbrella Policy follows form of the General Liability and Automobile Liability. The General Liability policy includes a Corporal Punishment Endorsement.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.4

November 18, 2021

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves to approve a Construction Contract with The Imperial Company, Restoration Contractor, Inc., for Generali School Roof Replacement.

Approved

Rocco F. Orso

Memorandum

To: Board of Aldermen

From: Michal Konopka, School Inspector, School Inspector's Office BOE

Date: November 15, 2021

Re: **Board of Aldermen Approval Request / Executive Summary** – Construction Contract for Generali School Roof Replacement between City of Waterbury and The Imperial Company, Restoration Contractor, INC

The School Inspector's Office respectfully requests your approval of the above-referenced contract in the amount of \$ 1,310,474.55 for Generali School Roof Replacement between the City of Waterbury and The Imperial Company, Restoration Contractor INC.

This contract was initiated under the Invitation to Bid process (ITB #6975)

Under this contract, The Contractor shall furnish all of the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to remove the existing roof system down to the existing roof deck and install entire new roof system at Margaret M. Generali Elementary School.

The Contractor shall Substantially Complete all work and services required under this Contract within Two Hundred Ten (210) consecutive calendar days of the City's written Notice to Proceed and shall reach Final Completion within Two Hundred Twenty Five (225) consecutive calendar days of the City's written Notice to Proceed ("Contract Time").

Accordingly, attached for your review and consideration are the requisite number of copies of the proposed contract.

Please note further that an electronic version and one complete set ("record copy") of Documents, including Contract, Proposals, has been placed on file with the City Clerk's Office.

Lastly, please be advised that the department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you.

attachment

cc: Attorney Kara J. Summa, via email, w/o attachment.
Board of Education

CONSTRUCTION CONTRACT
ITB #6975
for
GENERALI SCHOOL ROOF REPLACEMENT
between
CITY OF WATERBURY
AND
THE IMPERIAL COMPANY, RESTORATION CONTRACTOR, INC.

THIS CONTRACT ("Agreement" or Contract"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), City Hall, 235 Grand Street, Waterbury, Connecticut and THE IMPERIAL COMPANY, RESTORATION CONTRACTOR, INC., (the "Contractor" or "Imperial") located at 261 Main Street, Cromwell, CT 06416, a State of Connecticut registered domestic corporation (jointly referred to as the "Parties" to this Agreement).

WHEREAS, the Contractor submitted a bid to the City in response to **Invitation to Bid ("ITB") Number 6975** for the Margaret M. Generali Elementary School ("Generali School") Roof Replacement project; and

WHEREAS, the City accepted the Contractor's bid for **ITB No. 6975** and

WHEREAS, the City desires to obtain the Contractor's services for the Generali School Roof Replacement pursuant to the terms set forth in this Contract (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

- 1. Scope of Services.** The Contractor shall furnish all of the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with **(i)** any and all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and **(ii)** generally accepted professional standards.
 - 1.1.** The Project consists of the Generali School Roof Replacement Project at Margaret M. Generali Elementary School located at 3196 East Main Street in Waterbury, Connecticut; and further consists of the removal of the existing roof system (approximately 32,195 sq. ft.) down to the existing roof deck; entire new roof system replacement which shall be a 2-ply modified, fully adhered roof system with new edge metal, flashing, roof drains/overflow scuppers, shall have an average insulation R value in excess of 30R as required by code, and all roof penetrations shall have new flashings installed. The roof shall have and Contractor shall provide for a single manufacture's edge to edge 20-year non-prorated, no dollar amount limit, labor and material warranty; additionally, the project consists of, and the Contractor shall provide for, any necessary repair work,

disposal of old material as per requirements for local, state and federal regulations, removal and replacement of any rotted/damaged decking in kind, chimney repointing, and any additional ancillary electrical, mechanical, plumbing and carpentry work needed to successfully complete the project as further detailed and described in **Attachment A** which is 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 of Waterbury ITB # 6975, consisting of 7 pages, excluding attachments thereto (all attachments incorporated by reference or otherwise attached hereto separately below) (attached hereto);
- 1.1.2 Addendum # 1 to ITB # 6975 dated June 8, 2021, consisting of 36 pages (attached hereto);
- 1.1.3 Addendum #2 to ITB # 6975 dated June 11, 2021, consisting of 5 pages (attached hereto);
- 1.1.4 Contractor's Bid Package for ITB # 6975, dated June 14, 2021, consisting of 31 pages, (attached hereto);
- 1.1.5 Technical Specifications ("The City of Waterbury, Generali Roof Replacement Project 1511-0306RR, Section 00500, Technical Specifications") (as included with issuance of the ITB), consisting of 164 pages, consisting of the following Sections (and attached hereto);
 - Section 01 10 00 - General Requirements; Section 01 22 00 - Unit Prices; Section 01 23 00 – Alternates; Section 01 31 13 – Coordination; Section 01 31 19 – Project Meetings; Section 01 33 00 – Submittals; Section 01 45 00 – Quality Control; Section 01 50 00 – Temporary Facilities and Controls; Section 01 70 00 – Contract Closeout; Section 02 41 14.13 – Removal and Salvage of Construction Materials; Asbestos Inspection & Bulk Sampling of Roofing Materials, Generali School, Waterbury, Connecticut (FSS#20219), prepared by Facility Support Services (FSS), dated March 15, 2021, consisting of 31 pages; Summary of Roof Core Cuts taken on March 28, 2019, with drawing, prepared by Hibbard & Rosa Architects, L.L.C., consisting of 4 pages; Section 04 51 00 - Maintenance of Masonry; Section 06 10 00 – Rough Carpentry; Section 07 22 18 – Preparation for Re-Roofing; Section 07 27 00 – Roof Deck and Insulation; Section 07 55 00 – Modified Bituminous Membrane Roofing; Section 07 62 00 – Edge Metal Flashing and Trim; Section 07 92 13 - Joint Sealers; Section 08 11 13 – Steel Doors and Frames; Section 09 91 13 – Exterior Painting; Section 21 11 00 – Facility Water Service Piping; Section 22 01 12 – Temporary Mechanical Disconnects and Reconnects; Section 22 7 00 – Plumbing Installation; Section 22 40 00 – Plumbing Fixtures; Section 26 01 12 – Temporary Electrical Disconnects and Reconnects (attached hereto);
- 1.1.6 List of Drawings, prepared by Hibbard & Rosa Architects, L.L.C. dated June 30, 2020, consisting of 9 pages (attached hereto);
- 1.1.7 State Prevailing Wage Rates ("Building Rates"), effective July 1, 2021, consisting of 5 pages (attached hereto);

- 1.1.8 Any and all of Contractor's Commission on Human Rights and Opportunities Contract Compliance Documents and Reporting (attached hereto with Contractor's Bid Package and otherwise incorporated by reference);
- 1.1.9 Contractor's Certificate Of Insurance (incorporated by reference);
- 1.1.10 Contractor's Performance and Payment Bonds (incorporated by reference);
- 1.1.11 Stockholder's Affidavit, Non-Collusion Affidavit, Debarment Certificate (incorporated by reference);
- 1.1.12 All Permits and Licenses (incorporated by reference);
- 1.1.13 Any and all Amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);

1.2 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, local, laws, regulations, charter and ordinances
- 1.2.2 Addendum #2
- 1.2.3 Addendum #1
- 1.2.4 This Contract
- 1.2.5 Technical Specifications
- 1.2.6 Contractor's Bid Form
- 1.2.7 Drawings
- 1.2.8 ITB # 6975

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. Activities, Work, and Services Performed in Department of Education Facilities and on School Grounds. 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 School Inspector's Office, or the designated person and shall obtain any necessary clearance, ID badges, etc.

3.1.1 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 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.

3.2. Due Diligence Obligation. The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's bid document(s), 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 bid documents, 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 **ITB No. 6975** (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 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.

- 32 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 with the exception of the time restrictions stated below and 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.

3.4.1 Any demolition, roof installation (excluding cap sheet and flashings) and plumbing work will commence at 3:00 p.m. after the end of any regularly scheduled school day. Weekends, holidays, in-service days are not subject to this time restriction. All project work to be completed by 11:00 p.m.

3.4.2 Roof cap sheet, flashing and metal edge/coping installation work can commence at 7:00 a.m.

3.4.3 The Contractor shall be responsible to pay for any custodial overtime if required.

3.4.4 The Contractor is to take all precautions to limit all interactions between construction workers and school staff and students.

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 this Contract or Attachment A. 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 (1) subsurface or otherwise concealed physical conditions or other conditions which differ materially from those indicated in the Contract Documents, or (2) 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 or **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 or **Attachment A**, the Contractor shall secure and obtain all permits and all licenses required, or necessary, or prudent for the performance of the Contractor's obligations under this Contract, and for the City's occupancy, use, and operation of the Project.

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

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

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

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 **TWO HUNDRED TEN (210) consecutive calendar days** of the City's written Notice to Proceed and shall reach Final Completion within **TWO HUNDRED TWENTY FIVE (225) 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 Phases, Completion Dates, Milestones, Substantial and Final Completion Date. The Contractor further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.

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

5.2.1.2 The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other 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 submitting a Bid. No claims for additional compensation will be considered on account of failure of the Contractor to completely inform itself as required herein above.

6.1 Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **ONE MILLION, THREE HUNDRED TEN THOUSAND, FOUR HUNDRED SEVENTY FOUR DOLLARS AND FIFTY FIVE CENTS (\$1,310,474.55)** (hereafter referred to as "Total Compensation") with the basis for payment being as set forth in the Base Bid of Contractor's Bid Proposal, attached hereto as **Attachment A's** "Contractor's Bid, dated June 14, 2020," and as summarized below:

6.1.1 (1.) Base Bid as set forth in Contractor's
 Bid Form (approximately 26,297 sq. ft. of
 Roof replacement), in an amount not to exceed
 One Million, Eighty Two Thousand,
 Five Hundred Seventeen Dollars \$1,082,517.00

5% Owner Owned Contingency \$54,125.85

6.1.2 (2.) Alternate #1 as set forth in Contractor's
 Bid Form (approximately 5,898 sq. ft. of
 additional roof replacement), in an amount not
 not to exceed One Hundred Sixty Five Thousand,
 Five Hundred Fifty Four Dollars \$165,554.00

5% Owner Owned Contingency \$8,277.70

TOTAL..... \$1,310,474.55

6.2 Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage **(5%) percent** of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable

to the Contractor until such time as the Contractor's work and services to be provided under this Contract are fully completed and accepted in writing by the City. The retainage does not include additional sums that the City may withhold due to the Contractor's failure to comply with 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 **(1)** performed in fact, **(2)** conforming with this Contract, and **(3)** 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 **ITB No. 6975** 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 (1) completion of all Project milestones, and (2) Substantial Completion of the Project, and (3) 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 submit Applications for Payment in accordance with the following:

6.9.1 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 **(1)** 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 **(2)** 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. arising under or related to this Agreement, provided that any such claims, suits, damages, losses, judgments, costs or expenses **(1)** 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, or **(2)** 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; or (3) enforcement action or any claim for breach of the Contractor's duties hereunder or (4) 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, and 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 (1) the warranty period set forth in Section 7 of this Contract, or (2) 365 calendar days after the Final Completion Date referenced.

11. Contractor's Insurance.

- 11.1.** The Contractor shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.
- 11.2.** At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.
- 11.3.** Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.
- 11.4.** The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:
- 11.4.1 General Liability Insurance:**
\$1,000,000.00 per occurrence
\$2,000,000.00 aggregate
\$2,000,000.00 Products 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)
each accident, any auto, all owns 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:

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

\$1,000,000.00 Aggregate

11.4.5 Builder's Risk Insurance:

\$1,000,000.00 each Occurrence

OR Limits equaling the monetary value of the Project.

"All Risk" Builders Risk insurance (also known 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.

11.4.6 Contractors Pollution Liability Insurance:

\$1,000,000.00 each claim

\$1,000,000.00 aggregate coverage.

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

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. **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.

11.6. 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 the Waterbury Development Corporation 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 primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability and Builder's Risk."** 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, on the basis of competitive sealed proposal 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. If applicable, 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 or, 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 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 As Applicable- Conformance With An Ordinance Concerning The Hiring Of Waterbury Residents On Certain Publicly-Funded Construction Projects.

14.1.1 The Contractors and its Subcontractors shall comply with the specific requirements of "An Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" (the "Good Jobs Ordinance"), as may be amended from time to time and as set forth in Chapter

34 of the Code of Ordinances of the City. While the principal provisions of the ordinance are summarized as set forth in paragraphs C-H below, the Contractor does hereby acknowledge that it has reviewed a copy of the Good Jobs Ordinance and that it has read the Ordinance and that Contractor is familiar with the obligations imposed on the Contractor and each Subcontractor by the Good Jobs Ordinance.

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

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

14.1.4 Definitions. For purposes of this paragraph:

- i. "Administrator" shall be defined as it is in the Good Jobs Ordinance.
- ii. "Apprentice" shall be defined as it is in the Good Jobs Ordinance.
- iii. "Basic Skilled Worker" shall be defined as it is in the Good Jobs Ordinance.
- iv. "Contractor" shall be defined as it is in the Good Jobs Ordinance.
- v. "Covered Project" shall be defined as it is in the Good Jobs Ordinance.
- vi. "Hiring Goal" shall be defined as it is in the Good Jobs Ordinance.
- vii. "Resident" shall be defined as it is in the Good Jobs Ordinance.
- viii. "Subcontractor" shall be defined as it is in the Good Jobs Ordinance and shall include the Contractor's direct subcontractor providing construction work and all lower tiered (level) providers of construction work.

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

- i. at least thirty percent (30%) of its total worker hours performed by City Residents, and
- ii. at least twenty-five percent (25%) of construction trade jobs shall go to Apprentices and/or Basic Skilled Workers, and

- iii. at least seventy percent (70%) of all "new hires" (as that term is defined in the Good Jobs Ordinance) shall be "economically disadvantaged" individuals (as that term is defined in the Good Jobs Ordinance), and
- iv. a minimum of five percent (5%) of the construction workforce labor hours will be local resident, minority artisans, and
- v. a minimum of five percent (5%) of the construction workforce labor hours will be women, and
- vi. a minimum of ten percent (10%) of the total work hours shall be allocated for minorities, or
- vii. as may otherwise be required by any superseding Federal or State employment discrimination prohibition laws.

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

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

14.1.7 Action Plan and Pre-Construction Meeting. Not later than fourteen

(14) business days prior to the scheduled commencement date for construction, the Contractor shall submit a written plan-of-action to the City and to the Administrator of the Good Jobs Ordinance defining how the Contractor, and each Subcontractor, shall implement Good Faith Efforts to fulfill the Hiring Goals. Each plan-of-action shall include the anticipated number of job positions required for the Work. Not later than five (5) business day prior to the commencement date of construction, the Contractor must attend a mandatory "pre-construction" meeting with the City to review all plans-of-action and other relevant materials. No construction work shall proceed absent this pre- construction meeting.

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

- i. The Contractor shall meet with the Administrator no less than four (4) weeks prior to the commencement of construction on a Covered Project

and provide the Administrator with the number of job positions to be created by the project by trade and the qualifications by job tile.

- ii. The Contractor shall be required to produce Contractor and Subcontractor documentation that may be required under the provisions of the Good Jobs Ordinance or that the City or the Administrator reasonably believes will assist the City or the Administrator with their evaluation of Hiring Goals and Good Faith Efforts.
- iii. The Contractor shall deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period. Moreover, the Contractor shall require each Subcontractor to create weekly certified payroll records.
- iv. The Contractor's and each Subcontractor's payroll records shall include the person-hours, the residential address, race, gender, hiring date, and apprentice (job) classification of all personnel employed under this Agreement and all Contracts and Sub-Contracts thereunder. The Contractor and each Subcontractor shall mark their respective final payroll period records as being final and be signed by an authorized officer or employee.

14.2 Liquidated Damages Applicable To Section 14.1

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

- i. issue a written notice to the Contractor specifying the matters constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.
- ii. if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five day work period, pay to the City one thousand dollars (\$1,000.00) as liquidated damages.

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

14.2.3 The City shall provide the Contractor with an invoice identifying all sums due the City, as liquidated damages, as a result of the Contractor or a Subcontractor's

failure to comply with the Good Jobs Ordinance as set forth above.

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

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

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

15. Housing and Urban Development Section 3 Clause. In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. Part 75, §§75.1 – 75.33 (formerly 24 C.F.R. Part 135, §135.38) may apply and the Contractor shall then be required to comply with the following (referred to as the "Section 3 clause"):

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

15.2 The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. Part 75, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

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

15.4 The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 75. The Contractor

will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 75.

- 15.5** The Contractor will certify that any vacant employment positions, including training positions, that are filled **(i)** after the Contractor is selected but before the Contract is executed, and **(ii)** with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 75.
- 15.6** Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 15.7** With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible **(i)** preference and opportunities for training and employment shall be given to Indians, and **(ii)** preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

16. Termination.

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

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

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

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

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

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

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

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

16.4 Rights Upon Termination.

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

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

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

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

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

17. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

- 17.1** Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;
- 17.2** war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, 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 this Agreement and their 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 Change Order Request 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.

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 Change Order Request 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 Change Order Request shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.

27.2.2. 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.

27.2.3 City's Acceptance of Change Request. If the City accepts the Contractor's Change Order Request, the City shall issue a change order referencing the Contractor's Change Order Request 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.

27.2.4 City's Rejection of Change Request. If the City does not accept the Contractor's Change Order Request, 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 **ITB No. 6975**; **(ii)** the Contractor's Bid response to **ITB No. 6975**, dated June 14,2020; and **(iii)** Technical Specifications and Drawings. Said historical documents are attached hereto as part of **Attachment A**.

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

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

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

- 30. Binding Contract.** The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.
- 31. Waiver.** Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.
- 32. Governing Laws.** This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.
- 33. Notice.** Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: The Imperial Company, Restoration
261 Main Street,
Cromwell, CT 06416,

City: City of Waterbury
c/o Waterbury Development Corporation
83 Bank Street, 3rd Floor
Waterbury, CT 06702

With a copy to: City of Waterbury
Office of the Corporation Counsel
City Hall Building, 3rd Floor
235 Grand Street
Waterbury, CT 06702

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

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

- 34.2** It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or Proposal therefore.
- 34.3** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Contractor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.
- 34.4** The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.
- 34.5** Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.
- 34.6** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 34.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 34.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.
- 34.7** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations 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/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 Proposer is to submit a Bid or Proposal for the Work contemplated

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

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

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

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

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

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 advises 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. Hibbard & Rosa Architects, L.L.C. is the Project Engineer and responsible for Construction Administration for **ITB No. 6975**.
- 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 Project Sub-contractor:** 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 Requirements or Conditions:** An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.
- 35.18 Work:** All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.
- 35.19 Using Agency:** The City of Waterbury, Department of Education, School Inspector's Office.

[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:

**THE IMPERIAL COMPANY,
RESTORATION CONTRACTOR, INC.**

Sign: _____
Print name: _____

By: _____

Sign: _____
Print name: _____

Date: _____

ATTACHMENT A

1. City of Waterbury ITB # 6975, consisting of 7 pages, excluding attachments thereto (all attachments incorporated by reference or otherwise attached hereto separately below) (attached hereto);
2. Addendum # 1 to ITB # 6975 dated June 8, 2021, consisting of 36 pages (attached hereto);
3. Addendum #2 to ITB # 6975 dated June 11, 2021, consisting of 5 pages (attached hereto);
4. Contractor's Bid Package for ITB # 6975, dated June 14, 2021, consisting of 31 pages, (attached hereto);
5. Technical Specifications ("The City of Waterbury, Generali Roof Replacement Project 1511-0306RR, Section 00500, Technical Specifications") (as included with issuance of the ITB), consisting of 164 pages, consisting of the following Sections (and attached hereto);
 - Section 01 10 00 - General Requirements; Section 01 22 00 - Unit Prices; Section 01 23 00 – Alternates; Section 01 31 13 – Coordination; Section 01 31 19 – Project Meetings; Section 01 33 00 – Submittals; Section 01 45 00 – Quality Control; Section 01 50 00 – Temporary Facilities and Controls; Section 01 70 00 – Contract Closeout; Section 02 41 14.13 – Removal and Salvage of Constriction Materials; Asbestos Inspection & Bulk Sampling of Roofing Materials, Generali School, Waterbury, Connecticut (FSS#20219), prepared by Facility Support Services (FSS), dated March 15, 2021, consisting of 31 pages; Summary of Roof Core Cuts taken on March 28, 2019, with drawing, prepared by Hibbard & Rosa Architects, L.L.C., consisting of 4 pages; Section 04 51 00 - Maintenance of Masonry; Section 06 10 00 – Rough Carpentry; Section 07 22 18 – Preparation for Re-Roofing; Section 07 27 00 – Roof Deck and Insulation; Section 07 55 00 – Modified Bituminous Membrane Roofing; Section 07 62 00 – Edge Metal Flashing and Trim; Section 07 92 13 - Joint Sealers; Section 08 11 13 – Steel Doors and Frames; Section 09 91 13 – Exterior Painting; Section 21 11 00 – Facility Water Service Piping; Section 22 01 12 – Temporary Mechanical Disconnects and Reconnects; Section 22 7 00 – Plumbing Installation; Section 22 40 00 – Plumbing Fixtures; Section 26 01 12 – Temporary Electrical Disconnects and Reconnects (attached hereto);
6. List of Drawings, prepared by Hibbard & Rosa Architects, L.L.C. dated June 30, 2020, consisting of 9 pages (attached hereto);
7. State Prevailing Wage Rates ("Building Rates"), effective July 1, 2021, consisting of 5 pages (attached hereto);
8. Any and all of Contractor's Commission on Human Rights and Opportunities Contract Compliance Documents and Reporting (attached hereto with Contractor's Bid Package and otherwise incorporated by reference);
9. Contractor's Certificate Of Insurance (incorporated by reference);
10. Contractor's Performance and Payment Bonds (incorporated by reference);
11. Stockholder's Affidavit, Non-Collusion Affidavit, Debarment Certificate (incorporated by reference);
12. All Permits and Licenses (incorporated by reference);
13. Any and all Amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);

THE CITY OF WATERBURY
GENERALI SCHOOL ROOF REPLACEMENT
PROJECT 1511-0306RR
INVITATION TO BID # 6975

Sealed Bids for **Generali School Roof Replacement Project 1511-0306RR** will be received by the City of Waterbury at the office of the Director of Purchasing, Room 103, City Hall Building, 235 Grand Street, Waterbury, CT 06702 until **10:30 a.m. on 6/14/2021** and at that time and place will be publicly opened and read aloud. No bids will be received after **10:30 a.m.** on the day the bids are to be opened.

The Work or products **to be procured** consist(s) of **Generali School Roof Replacement**

Bids must be enclosed in an opaque sealed envelope and plainly marked with the name of the Project Title ("**Generali School Roof Replacement**") and shall contain the name and address of the Bidder on the envelope.

WHEN ESTIMATE IS OVER \$50,000.00, Bid shall be submitted in accordance with the Instructions to Bidders and be accompanied by a Bid Security in the amount of **ten (10) percent** of the Total Bid Price.

The Bidder to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than \$50,000.00, a 100 percent Performance Bond with a surety, and in a form, acceptable to the City. In the City's sole discretion, it may also require a 100 percent Payment Bond and/or other additional security with a surety, and in a form, acceptable to the City.

Complete instructions for filing Bids are included in the Instructions to Bidders.

After review of the factors set forth in the Instructions to Bidders, the City reserves the right to reject any and all Bids, to make an award, or to decline to make an award.

A mandatory pre-bid conference will be held at Margaret M Generali School located at 3196 E Main St, Waterbury CT 06705 at 10:00 a.m on 6/1/2021. Attendance at the pre-bid conference by a representative of each Bidder is mandatory.

Contact Director of Purchasing, at 203-574-6748 for further information.

END OF SECTION

THE CITY OF WATERBURY
GENERALI SCHOOL ROOF REPLACEMENT
PROJECT 1511-0306RR

TABLE OF CONTENTS

SECTION 00100 - INSTRUCTIONS TO BIDDERS

SECTION 00300 – ADDENDUM ACKNOWLEDGEMENT

SECTION 00400 – BID FORM

SECTION 00500 – TECHNICAL SPECIFICATIONS

THE CITY OF WATERBURY
GENERALI SCHOOL ROOF REPLACEMENT
PROJECT 1511-0306RR

SECTION 00100

INSTRUCTIONS TO BIDDERS

ARTICLE 1. QUALIFICATIONS OF BIDDERS

- 1.1 In evaluating Bids, the City of Waterbury (the "City") will consider the qualifications of only those Bidders whose Bids, among other factors, are in compliance with the requirements set forth in the Bid Documents.
- 1.2 The City reserves the right to reject any Bid based upon Bidder's prior history with the City or with any other party that demonstrates, without limitation, failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts or purchase orders or significant failure(s) to meet contractual obligations.

ARTICLE 2. COPIES OF BID DOCUMENTS

- 2.1 Complete sets of Bid Documents shall be used in preparing Bids; neither the CITY nor its representative assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- 2.2 The CITY and its representative in making copies of Bid Documents available do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

ARTICLE 3. EXAMINATION OF BID DOCUMENTS AND SITE

- 3.1 Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly, (b) familiarize itself with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (c) study and carefully correlate the Bidder's observations and findings with the requirements of the Bid Documents.
- 3.2 The submission of a Bid will constitute an incontrovertible representation by the Bidder that it has complied with every requirement of this Article 3 and that the Bid Documents are sufficient in scope and detail to indicate and convey all terms and conditions necessary for the Bidder's proposed performance of the Work.

ARTICLE 4. INTERPRETATIONS

- 4.1 All questions about the meaning or intent of the Bid Documents must be submitted to the CITY's eProcurement website **by 6/4/2021 at 2:00 p.m.**
- 4.2 The CITY will issue written clarifications or interpretations by Addenda online at the CITY's eProcurement website not later than **6/8/2021 at 2.00 p.m.** Only information issued by such City Written Addenda will be binding. Oral and other clarifications or interpretations will not be binding and will be without legal effect.

- 4.3 Each Bidder shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form and the Bidder shall list therein all written Addenda number(s) issued by the CITY.

ARTICLE 5. PRE-BID CONFERENCE

- 5.1 **A mandatory pre-bid walk-through will be held on 6/1/2021 at 10:00 AM, at Margaret M Generali School located at 3196 E Main St, Waterbury, CT 06705. Attendance at the pre-bid walk-through is MANDATORY by a representative of each perspective bidder**

ARTICLE 6. BID FORM

- 6.1 Each Bid shall be submitted on the Bid Form included in Section 00400 of the Bid Documents. The Bid Form shall be removed from the Bid Documents, filled in as required below, and submitted to the CITY. Bidders must fill in all blank spaces on the Bid Form for Bid prices, including without limitation unit prices, extended prices and total price or the Bid will not be considered and shall be void
- 6.2 Bid Forms shall be completed in ink. The Bid price of each item on the form shall be stated in words and in figures. If unit prices are required on the Bid Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 6.3 All names shall be typed or printed below the signature.
- 6.4 The name and address to which communications regarding the Bid are to be directed shall be shown.
- 6.5 One (1) original, **one (1) paper copy**. Each Bid shall be submitted in a sealed opaque envelope bearing on the outside the name of Bidder, its address, and the Project Title for which the Bid is submitted. Any bidder who fails to provide the required copy of the bid may be disqualified.

ARTICLE 7. RECEIPT OF BIDS

- 7.1 Sealed Bids for the Work of this Project will be received at the time and place indicated in the Invitation to Bid.
- 7.2 The CITY, in its sole discretion, may refuse to consider any Bid not prepared and/or not submitted in accordance with the Bid Documents. **Bids will not be received or accepted by the CITY from perspective Bidders who did not attend a mandatory pre-bid conference.**
- 7.3 Bidders are cautioned that it is the responsibility of each individual Bidder to assure that its Bid is in the possession of Rocco Orso, Director of Purchasing, or an alternate designated by him, prior to the stated time and at the place of the Bid Opening. The CITY is not responsible for Bids delayed by mail and/or delivery services of any nature.

ARTICLE 8. MODIFICATION AND WITHDRAWAL OF BIDS

- 8.1 Bids may be modified only by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to that time scheduled by the CITY for the opening of Bids.
- 8.2 A Bid may be withdrawn by the Bidder prior to the scheduled time (or authorized postponement thereof by the CITY) for the opening of Bids.

- 8.3 Any Bid received after the time and date specified as the time for the CITY's opening of Bids shall not be considered. Once bids are opened by the CITY, no Bidder may withdraw its Bid for a period of ninety (90) days excluding Saturdays, Sundays and legal holidays, after the actual date of the CITY's opening of the Bids.

ARTICLE 9. LOWEST RESPONSIBLE BIDDER

- 9.1 A contract may be awarded to the Lowest Responsible Bidder. The term "Lowest Responsible Bidder" as used herein shall mean the Bidder whose Total Bid Price is the lowest of those Bidders possessing, without limitation, the skill, ability, expertise, experience, qualifications and integrity necessary for the faithful performance of the Work, as determined by the CITY.
- 9.2 After review of these and other factors, including without limitation, responsiveness, qualifications and price, the CITY reserves the right to reject any and all Bids, to decline to make an award, to waive any and all informalities if it is in the CITY's best interest to do so. The CITY reserves the right to disregard all nonconforming, nonresponsive, conditional Bids, and Bids taking exception(s) to the Bid Documents.
- 9.3 A Bid which includes, for any Item(s), a Bid Price that is abnormally low or high may be rejected in its entirety.
- 9.4 The CITY reserves the right to reject the Bid of any Bidder that the CITY considers not to possess the qualities set forth in Article 1 herein.

ARTICLE 10. PURCHASE ORDER ISSUANCE/AWARD AND EXECUTION OF CONTRACT

- 10.1 If a purchase order(s) is to be issued, it will be issued within ninety (90) calendar days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.
- 10.2 NOT USED
- 10.3 NOT USED

ARTICLE 11. ACCESS TO SITE

- 11.1 Representatives of the State and any local or federal agencies having an interest in the Work shall have access to the Work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

ARTICLE 12. SALES TAX

- 12.1 The goods and services to be provided under any contract or purchase order awarded pursuant to this Invitation to Bid is exempt from the sales taxes of the State of Connecticut.

ARTICLE 13. INSURANCE

Contractor shall agree to maintain in force at all times during the contract the following minimum coverage's. All policies shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-VIII. In addition, all Carriers are subject to approval by the City of Waterbury

**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

Margaret M Generali Elementary School
Roof Replacement

Any Auto, All Owned and Hired Autos

Workers Compensation: **WC Statutory Limits**
 Employer Liability (EL)
 \$500,000 EL each Accident
 \$500,000 EL Disease each Employee
 \$500,000 EL Disease Policy Limits
Excess/Umbrella Liability: **\$1,000,000 each Occurrence**
 \$1,000,000 Aggregate

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.

ARTICLE 14. PURCHASE ORDER/CONTRACT TIME

14.1 BIDDER 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.

14.2 NOT USED

ARTICLE 15. BID DOCUMENTS.

15.1 Bid Documents shall be any and all sections, terms, conditions, forms, drawings, data, etc., listed in the Table of Contents of the Bid Documents.

ARTICLE 16. Federal, State and Local Employment Requirements.

16.1 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".

16.2 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.

ARTICLE 17. 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.

END OF SECTION



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

June 8, 2021

ITB 6975

Generali School Roof Replacement

The following changes, revisions, and/or additions are hereby made a part of the Contract Documents and shall supersede previously issued documents and shall become a part of the contract documents.

Information to Bidders:

Pre-bid meeting sign in sheet attached.

Information to Bidders:

The substantial completion date of August 25, 2021 is waived. The Contractor shall have ninety (90) days from the contract execution date to have the project substantially complete.

Information to Bidders:

Delete the flood and gravel and apply two coats of pyramic coating

Information to Bidders:

The pre-manufactured coping cap shall be fabricated from .050 aluminum

Information to Bidders:

The Contractor may mechanically attached the base layer of insulation at wood and metal roof decks. All other insulation must be fully adhered in specified adhesive.

Information to Bidders:

The Contractor shall provide interior protection from debris under tectum roof deck. The Contractor shall be responsible for all cleaning.

Information to Bidders:

The Contractor shall have the option at tectum roof decks to delete the base sheet and adhere all layers of insulation. All insulation must be fully adhered in specified adhesive.

Information to Bidders:

Revised asbestos Abatement report attached.

Information to Bidders:

Any work under this project completed after the start of the 2021/2022 school year in August shall comply with the following time restrictions.

1. Any demolition, roof installation (excluding cap sheet and flashings) and plumbing work will commence at 3:00 PM after the end of any regularly scheduled school day. Weekends, holidays, in service days are not subject to this time restriction. All project work will be completed by 11:00 PM.
2. Roof cap sheet, flashing and metal edge/coping installation work can commence at 7:00 AM.
3. The Contractor shall be responsible to pay for any custodial overtime if required.
4. The Contractor is to take all precautions to limit all interactions between construction workers and school staff and students.

END OF AMENDMENTS TO CONTRACT DOCUMENTS

Question: What happens if the material is not available? If the project is delayed because material is not available will the owner pay for labor and material escalation? If material is delayed will the owner pay the premium for off hours and overtime?

Answer: In the event the start of construction is delayed due to unavailability of required materials. The Contractor shall have ninety (90) days to reach substantial completion from the first day materials arrive on site.

Question: Is there an available asbestos report for the Generali School? The one provided in the spec on page 53 is for the Osborn Hill School date 4/29/2020.

Answer: Attached.

END OF ADDENDUM #1

Thank you.

Maureen McCauley
Assistant Director of Purchasing – City of Waterbury

Date: June 1, 2021
10:00am

Project: Generali Roof Replacement (ITB #6975)
School: Generali School

COMPANY INFORMATION

Representative: Ed Muller
Company Name: Commercial Roofing
City: Putnam
State: CT
Tel: 860 9289199
E-Mail Address: 02@comroofing.com

Zip: 06260
Fax: _____

Representative: _____
Company Name: _____
City: _____
State: _____
Tel: _____
E-Mail Address: _____

Zip: _____
Fax: _____

Representative: _____
Company Name: _____
City: _____
State: _____
Tel: _____
E-Mail Address: _____

Zip: _____
Fax: _____

Representative: _____
Company Name: _____
City: _____
State: _____
Tel: _____
E-Mail Address: _____

Zip: _____
Fax: _____

Representative: _____
Company Name: _____
City: _____
State: _____
Tel: _____
E-Mail Address: _____

Zip: _____
Fax: _____

Date: June 1, 2021
10:00am

Project: Generali Roof Replacement (ITB #6975)
School: Generali School

COMPANY INFORMATION

Representative: DAVID LUCCHESI
Company Name: UNITED ROOFING
City: Brookfield
State: CT
Tel: 475-289-3001
E-Mail Address: dLucchesi@UNITEDROOFING.COM
Zip: 06804
Fax: _____

Representative: Dan Kerr
Company Name: Greenwood Industries, Inc
City: North Haven
State: CT
Tel: 203-234-2041
E-Mail Address: dkerr@greenwood-industries.com
Zip: 06473
Fax: 203-234-2074

Representative: Sean Morrissey
Company Name: Silvertown Roofing
City: Derby
State: CT
Tel: 203-927-0824
E-Mail Address: Sean@silvertownroofing.com
Zip: 06410
Fax: _____

Representative: Kevin Gurtin
Company Name: Roofers + Waterplumbers LVR
City: North Haven
State: CT
Tel: 203-772-2565
E-Mail Address: Kevin@rooferslocal12.com
Zip: _____
Fax: _____

Representative: Kurt Ryker
Company Name: Bartlett Inc.
City: Danbury
State: CT
Tel: 203-744-2780
E-Mail Address: KRyker@bartlettroofing.com
Zip: 06811
Fax: _____

City of Waterbury
School Inspector's Office

Date: June 1, 2021
10:00am

Project: Generali Roof Replacement (ITB #6975)
School: Generali School

COMPANY INFORMATION

Representative: Lou Rinaldi
Company Name: Young Development LLC
City: Hamden
State: CT Zip: 06517
Tel: 203-858-5320 Fax: _____
E-Mail Address: ESITMANAGE@YDRoofing.com

Representative: Mat+Roberts
Company Name: Goldscal Roofing
City: Thomaston
State: CT Zip: 06787
Tel: 203-527-9470 Fax: 203-527-9431
E-Mail Address: mroberts@gssroofs.com

Representative: FRED MARCINONE
Company Name: New England Masonry & Roofing
City: Natigahuck
State: CT Zip: 06770
Tel: 203-410-5967 Fax: _____
E-Mail Address: Fredm@newmasonry.com

Representative: Jay Kluntz
Company Name: Imperial
City: Cromwell
State: CT Zip: 06416
Tel: 860-632-2258 Fax: _____
E-Mail Address: bruce@imperialco

Representative: Bill Martin
Company Name: Diamond
City: W757
State: CT Zip: 06708
Tel: 203-754-7884 F7119 Fax: _____
E-Mail Address: dbill729@yahoo.com

City of Waterbury
School Inspector's Office



121 North Plains Industrial Rd.; Unit F
Wallingford, CT 06492
Phone: (203) 288-1281
www.fssteam.com

March 15, 2021

Mr. Chris Harmon
City of Waterbury
Board of Education
236 Grand Street
Waterbury, CT 06702

Re: Asbestos Inspection & Bulk Sampling of Roofing Materials, Generali School, Waterbury, Connecticut (FSS# 20219)

Dear Mr. Harmon,

At the request of the City of Waterbury Board of Education, Facility Support Services, LLC (FSS) conducted an inspection and bulk asbestos sampling on March 3, 2021 of suspect asbestos containing materials associated with various portions of the roof of Margaret M. Generali Elementary School located at 3196 East Main Street in Waterbury, Connecticut. The inspection and sampling was conducted to supplement a sampling event conducted on October 11, 2017 of the Front Entrance, Rear Upper, 5th Grade Wing, and Lower Side Entrance rooves (see Attachment C). The October 2017 and March 2021 sampling events together create a comprehensive roof inspection of the school and include all roof areas subject for replacement/renovation with the exception of the "Portables Roof". The "Portables Roof" was not included in this inspection due to the materials present (rubber, foam insulation, and silicone caulking) not considered "suspect asbestos-containing materials".

A total of fifty (50) bulk suspect asbestos samples were collected. The suspected asbestos containing materials sampled from the school included:

- Gym/Auditorium Roof
 - Newer Top Layer (Edge Flashing)
 - Original Top Layer (Edge Flashing)
 - Tar Between Top & Base Layer (Edge Flashing)
 - Base Layer (Edge Flashing)
 - Base Tar (Edge Flashing)
 - Top Layer – Beneath Stone (Roof Field)
 - 2nd Layer (Roof Field)
 - Base Layer Fiberboard (Roof Field)
 - Tar on Foam Insulation (Roof Field)
 - Foam Insulation (Roof Field)
 - Newer (Gray) Unit Flashing Tar
 - Older (Black) Unit Flashing Tar
 - Unit Flashing Fabric
- Café/Library Roof
 - Fibrous Fabric (Edge Flashing)
 - Tar between Fibrous Fabric Layers (Edge Flashing)
 - Top Layer Beneath Stone w/ Tar (Roof Field)
 - 2nd Layer – Fibrous Grid Fabric (Roof Field)

- 3rd Layer – Tar Paper (Roof Field)
- Base Layer – Fiber Board (Roof Field)
- Flashing (Unit Vents)
- Flashing Tar (Unit Vents)
- Flashing Fabric (Unit Vents)
- Flashing (A/C Unit)
- Flashing Tar (A/C/Unit)
- Flashing Tar (Intake/Exhaust Unit)
- Wall Flashing Tar (West Wall)
- Wall Flashing Caulk-Gray (West Wall)
- Wall Flashing Caulk-Black (South Wall)

The materials were sampled by State of Connecticut licensed Asbestos Inspectors representing FSS. Copies of the asbestos inspectors' certifications are located in Attachment A of this report. Samples of materials were delivered under full chain of custody and analyzed for 5-day turn-around time by EMSL Analytical, Inc., via EPA/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.

The laboratory results revealed that the asbestos content of the following materials was greater than the 1% required to confirm the materials as asbestos containing:

- Gym/Auditorium Roof
 - Tar Between Top & Base Layer (Edge Flashing)
 - Newer (Gray) Unit Flashing Tar
 - Older (Black) Unit Flashing Tar
 - Unit Flashing Fabric
- Cafe/Library Roof
 - Flashing (Unit Vents)

Please note that the Cafe/Library Roof – Top Layer Beneath Stone w/ Tar, 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, including but not limited to, respiratory protection and hazard communication.

Please note that FSS has made reasonable effort to locate and identify all asbestos containing materials associated with the roof. Any materials discovered during roofing removal activities which have not been included in this survey or previously sampled must be presumed to contain asbestos until such time that bulk samples can be collected and analyzed for asbestos content.

FSS is pleased to assist you with this project. If you have any questions, or if we can be of further assistance, please contact the undersigned at (203) 288-1281.

Sincerely,

Facility Support Services, LLC

A handwritten signature in black ink, appearing to read 'Michael DiFabio', with a stylized flourish at the end.

Michael DiFabio

Field Services Manager

CTDPH Licensed Asbestos Inspector/Management Planner (#000340)

Attachments

Attachment A
Asbestos Inspector Certifications

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

Attachment B
Laboratory Analytical Results



EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

Tel/Fax: (800) 220-3675 / (856) 786-5974

<http://www.EMSL.com> / cinnasblab@EMSL.com

EMSL Order: 042105153

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: 03/05/2021 9:50 AM

Analysis Date: 03/08/2021 - 03/10/2021

Collected Date: 03/03/2021

Project: Waterbury BOE / Generali School / 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
			% Fibrous	% Non-Fibrous	% Type
202190303-01A 042105153-0001	Gym / Auditorium - Edge Flashing (West Edge) - Newer Top Layer Edge Flashing	Black Fibrous Homogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
202190303-01B 042105153-0002	Gym / Auditorium - Edge Flashing (West Edge) - Newer Top Layer Edge Flashing	Black Fibrous Homogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
202190303-02A 042105153-0003	Gym / Auditorium - Edge Flashing (West Edge) - Original Top Layer Edge Flashing	Black Fibrous Homogeneous	20% Cellulose 20% Glass	60% Non-fibrous (Other)	None Detected
202190303-02B 042105153-0004	Gym / Auditorium - Edge Flashing (West Edge) - Original Top Layer Edge Flashing	Black Fibrous Homogeneous	20% Cellulose 10% Glass	70% Non-fibrous (Other)	None Detected
202190303-03A 042105153-0005	Gym / Auditorium - Edge Flashing (West Edge) - Tar Between Top & Base Layers	Black Non-Fibrous Homogeneous	5% Glass	93% Non-fibrous (Other)	2% Chrysotile
202190303-03B 042105153-0006	Gym / Auditorium - Edge Flashing (West Edge) - Tar Between Top & Base Layers	Black Non-Fibrous Homogeneous	5% Glass	93% Non-fibrous (Other)	2% Chrysotile
202190303-04A 042105153-0007	Gym / Auditorium - Edge Flashing (West Edge) - Base Layer Edge Flashing	Black Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
202190303-04B 042105153-0008	Gym / Auditorium - Edge Flashing (West Edge) - Base Layer Edge Flashing	Black Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
202190303-05A 042105153-0009	Gym / Auditorium - Edge Flashing (West Edge) - Edge Flashing Base Tar	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
202190303-05B 042105153-0010	Gym / Auditorium - Edge Flashing (West Edge) - Edge Flashing Base Tar	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
202190303-06A 042105153-0011	Gym / Auditorium - Roof Field - Top Layer - Beneath Stone	Black Non-Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
202190303-06B 042105153-0012	Gym / Auditorium - Roof Field - Top Layer - Beneath Stone	Black Non-Fibrous Homogeneous	5% Glass	95% Non-fibrous (Other)	None Detected
202190303-07A 042105153-0013	Gym / Auditorium - Roof Field - 2nd Layer	Black Fibrous Homogeneous	20% Glass	80% Non-fibrous (Other)	None Detected

Initial report from: 03/11/2021 10:00:06



EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

Tel/Fax: (800) 220-3675 / (856) 786-5974

<http://www.EMSL.com> / cinnaslab@EMSL.com

EMSL Order: 042105153

Customer ID: FSS93

Customer PO:

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
202190303-07B 042105153-0014	Gym / Auditorium - Roof Field - 2nd Layer	Black Fibrous Homogeneous	20% Glass	80% Non-fibrous (Other)	None Detected
202190303-08A 042105153-0015	Gym / Auditorium - Roof Field - Base Layer - Fiberboard	Brown/Black Fibrous Heterogeneous	70% Cellulose	30% Non-fibrous (Other)	None Detected
202190303-08B 042105153-0016	Gym / Auditorium - Roof Field - Base Layer - Fiberboard	Brown/Black Fibrous Homogeneous	60% Cellulose	40% Non-fibrous (Other)	None Detected
202190303-09A-Tar 042105153-0017	Gym / Auditorium - Roof Field - Tar on Foam Insulation	Brown/Black Non-Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
202190303-09A-Insulation 042105153-0017A	Gym / Auditorium - Roof Field - Tar on Foam Insulation	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
202190303-09B-Tar 042105153-0018	Gym / Auditorium - Roof Field - Tar on Foam Insulation	Black Fibrous Heterogeneous	5% Cellulose	95% Non-fibrous (Other)	None Detected
202190303-09B-Insulation 042105153-0018A	Gym / Auditorium - Roof Field - Tar on Foam Insulation	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
202190303-10A 042105153-0019	Gym / Auditorium - Roof Units - Newer (Gray) Unit Flashing Tar	Black Non-Fibrous Homogeneous	3% Cellulose	91% Non-fibrous (Other)	6% Chrysotile
202190303-10B 042105153-0020	Gym / Auditorium - Roof Units - Newer (Gray) Unit Flashing Tar	Black Non-Fibrous Homogeneous	3% Cellulose	91% Non-fibrous (Other)	6% Chrysotile
202190303-11A 042105153-0021	Gym / Auditorium - Roof Units - Older (Black) Unit Flashing Tar	Black Non-Fibrous Homogeneous		92% Non-fibrous (Other)	8% Chrysotile
202190303-11B 042105153-0022	Gym / Auditorium - Roof Units - Older (Black) Unit Flashing Tar	Black Non-Fibrous Homogeneous		94% Non-fibrous (Other)	6% Chrysotile
202190303-12A 042105153-0023	Gym / Auditorium - Roof Units - Unit Flashing Fabric	White/Black Fibrous Homogeneous	10% Fibrous (Other)	30% Non-fibrous (Other)	60% Chrysotile
202190303-12B 042105153-0024	Gym / Auditorium - Roof Units - Unit Flashing Fabric	White/Black Fibrous Homogeneous		50% Non-fibrous (Other)	50% Chrysotile
202190303-13A 042105153-0025	Café / Library - Edge Flashing / East Side - Fibrous Fabric	Black Fibrous Homogeneous	30% Glass	70% Non-fibrous (Other)	None Detected
202190303-13B 042105153-0026	Café / Library - Edge Flashing / East Side - Fibrous Fabric	Black Fibrous Homogeneous	30% Glass	70% Non-fibrous (Other)	None Detected
202190303-14A 042105153-0027	Café / Library - Edge Flashing / East Side - Tar Between Fibrous Fabric Layers	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected



EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

Tel/Fax: (800) 220-3675 / (856) 786-5974

<http://www.EMSL.com> / cinnasblab@EMSL.com

EMSL Order: 042105153

Customer ID: FSS93

Customer PO:

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
202190303-14B 042105153-0028	Café / Library - Edge Flashing / East Side - Tar Between Fibrous Fabric Layers	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
202190303-15A 042105153-0029	Café / Library - Roof Field - Top Layer Beneath Stone w/Tar	Black Fibrous Homogeneous	20% Glass	80% Non-fibrous (Other)	<1% Chrysotile
202190303-15B 042105153-0030	Café / Library - Roof Field - Top Layer Beneath Stone w/Tar	Black Fibrous Homogeneous	10% Glass	90% Non-fibrous (Other)	<1% Chrysotile
202190303-16A 042105153-0031	Café / Library - Roof Field - 2nd Layer - Fibrous Grid	Black Fibrous Homogeneous	20% Glass	80% Non-fibrous (Other)	None Detected
202190303-16B 042105153-0032	Café / Library - Roof Field - 2nd Layer - Fibrous Grid	Black Fibrous Homogeneous	20% Glass	80% Non-fibrous (Other)	None Detected
202190303-17A 042105153-0033	Café / Library - Roof Field - 3rd Layer - Tar Paper	Black Fibrous Homogeneous	25% Glass	75% Non-fibrous (Other)	None Detected
202190303-17B 042105153-0034	Café / Library - Roof Field - 3rd Layer - Tar Paper	Black Fibrous Homogeneous	25% Glass	75% Non-fibrous (Other)	None Detected
202190303-18A 042105153-0035	Café / Library - Roof Field - Base Layer - Fiber Board	Brown/Black Fibrous Homogeneous	50% Cellulose	50% Non-fibrous (Other)	None Detected
202190303-18B 042105153-0036	Café / Library - Roof Field - Base Layer - Fiber Board	Brown/Black Fibrous Homogeneous	50% Cellulose	50% Non-fibrous (Other)	None Detected
202190303-19A-Flashin g 042105153-0037	Café / Library - Roof Units - Vent Units Flashing Tar	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
202190303-19A-Tar 042105153-0037A	Café / Library - Roof Units - Vent Units Flashing Tar	Black Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
202190303-19B-Flashin g 042105153-0038	Café / Library - Roof Units - Vent Units Flashing Tar	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
202190303-19B-Tar 042105153-0038A	Café / Library - Roof Units - Vent Units Flashing Tar	Black Non-Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
202190303-20A 042105153-0039	Café / Library - Roof Units - Vent Units Flashing Fabric	Black Fibrous Homogeneous	10% Cellulose 20% Glass	70% Non-fibrous (Other)	None Detected
202190303-20B 042105153-0040	Café / Library - Roof Units - Vent Units Flashing Fabric	Black Fibrous Homogeneous	15% Cellulose 10% Glass	75% Non-fibrous (Other)	None Detected
202190303-21A-Flashin g 042105153-0041	Café / Library - Roof Units - A/C Unit Flashing Tar	Black Non-Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (Other)	None Detected
202190303-21A-Tar 042105153-0041A	Café / Library - Roof Units - A/C Unit Flashing Tar	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 03/11/2021 10:00:06



EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

Tel/Fax: (800) 220-3675 / (856) 786-5974

<http://www.EMSL.com/cinnasblab@EMSL.com>

EMSL Order: 042105153

Customer ID: FSS93

Customer PO:

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
202190303-21B-Flashin g 042105153-0042	Café / Library - Roof Units - A/C Unit Flashing Tar	Black Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
202190303-21B-Tar 042105153-0042A	Café / Library - Roof Units - A/C Unit Flashing Tar	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
202190303-22A 042105153-0043	Café / Library - Roof Units - Intake / Exhaust Unit Flashing Tar	Black Non-Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
202190303-22B 042105153-0044	Café / Library - Roof Units - Intake / Exhaust Unit Flashing Tar	Black Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
202190303-23A 042105153-0045	Café / Library - Wall Flashing - West Wall Flashing Tar	Black Non-Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (Other)	None Detected
202190303-23B 042105153-0046	Café / Library - Wall Flashing - West Wall Flashing Tar	Black Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
202190303-24A 042105153-0047	Café / Library - Wall Flashing - West Wall Flashing Caulk (Gray)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
202190303-24B 042105153-0048	Café / Library - Wall Flashing - West Wall Flashing Caulk (Gray)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
202190303-25A 042105153-0049	Café / Library - Wall Flashing - South Wall Flashing Caulk (Black)	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
202190303-25B 042105153-0050	Café / Library - Wall Flashing - South Wall Flashing Caulk (Black)	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Analyst(s)

Daniel Trees (28)

John Witcraft (28)

Samantha Rundstrom, 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. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA-LAP, LLC-IHLAP Lab 100194, NYS ELAP 10872, NJ DEP 03036, PA ID# 68-00367, LA #04127

Initial report from: 03/11/2021 10:00:06

EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS TRAINING

Asbestos Chain of Custody

EMSL Order Number (Lab Use Only):

042105153

EMSL Analytical, Inc.
29 North Plains Hwy, Unit 4

RECEIVED
Wallingford, CT 06492
PHONE: (203) 284-5948
FAX: (203) 284-5978
2021 MAR 15 10:14

Company Name: Facility Support Services, LLC:		EMSL Customer ID: FSS 93	
Street: 2685 State Street 121 N. Plains Industrial Rd Unit F		City: Hamden Wallingford	State/Province: CT
Zip/Postal Code: 06517 06492		Country: United States	Telephone #: 203-288-1281
Report To (Name): Michael DiFabio		Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email	
Email Address: mdifabio@fssteam.com		Purchase Order:	
Project Name/Number: General/20219		EMSL Project ID (Internal Use Only):	
U.S. State Samples Taken: CT		CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	
EMSL-Bill to: <input type="checkbox"/> Same <input checked="" type="checkbox"/> Different - If Bill to is Different note instructions in Comments**			
Third Party Billing requires written authorization from third party			
Turnaround Time (TAT) Options* - Please Check			
<input type="checkbox"/> 3 Hour <input type="checkbox"/> 6 Hour <input type="checkbox"/> 24 Hour <input type="checkbox"/> 48 Hour <input type="checkbox"/> 72 Hour <input type="checkbox"/> 96 Hour <input checked="" type="checkbox"/> 1 Week <input type="checkbox"/> 2 Week			
*For TEM Air 3 hr through 6 hr, please call ahead to schedule. There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.			
PCM - Air <input type="checkbox"/> Check if samples are from NY <input type="checkbox"/> NIOSH 7400 <input type="checkbox"/> w/ OSHA 8hr. TWA PLM - Bulk (reporting limit) <input checked="" 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 in NY) <input checked="" type="checkbox"/> NYS 198.6 NOB (non-friable-NY) <input type="checkbox"/> NYS 198.8 SOF-V <input type="checkbox"/> NIOSH 9002 (<1%)		TEM - Air <input type="checkbox"/> 4-4.5hr TAT (AHERA only) <input type="checkbox"/> AHERA 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 checked="" type="checkbox"/> NYS NOB 198.4 (non-friable-NY) <input type="checkbox"/> Chatfield SOP <input type="checkbox"/> TEM Mass Analysis-EPA 600 sec. 2.5 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 - 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* <input type="checkbox"/> PLM CARB 435 - A (0.25% sensitivity) <input type="checkbox"/> PLM CARB 435 - B (0.1% sensitivity) <input type="checkbox"/> TEM CARB 435 - B (0.1% sensitivity) <input type="checkbox"/> TEM CARB 435 - C (0.01% sensitivity) <input type="checkbox"/> TEM Qual. via Filtration Technique <input type="checkbox"/> TEM Qual. via Drop-Mount Technique *Can not accept New York State Loose Fill Vermiculite Samples Other: <input type="checkbox"/>			
<input type="checkbox"/> Check For Positive Stop - Clearly Identify Homogenous Group		Filter Pore Size (Air Samples): <input type="checkbox"/> 0.8µm <input type="checkbox"/> 0.45µm	
Samplers Name: Michael DiFabio		Samplers Signature:	
Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
	See Attached		
Client Sample # (s): 01A-25B		Total # of Samples: 50	
Relinquished (Client):		Date: 3/13/2021	Time:
Received (Lab):		Date: 3-5-21	Time: 9:50
Comments/Special Instructions: Bill To: Facility Support Services, LLC, 2685 State Street, Hamden, CT, 06517, United States Attention: Michele Viarengo Phone: 203-288-1281 Email: mviarengo@fssteam.com Purchase Order:			

50

FACILITY SUPPORT SERVICES, LLC

Asbestos Sampling Log

RECEIVED
EMSL
CINNAMINSON, N.J.
MAR-5 AM 10:14

CLIENT: Waterbury BOE 042105153 DATE: 3/3/2021

LOCATION: Generali School

SAMPLED BY: M. DiFabio

SAMPLE ID	LOCATION	DESCRIPTION
202190303- 01A	Gym/Auditorium - Edge Flashing (West edge)	Newer Top layer Edge Flashing
B	- Edge Flashing (West Edge)	↓
02A		Original TOP layer Edge Flashing
B		↓
03A		Tar Between TOP + Base Layers
B		↓
04A		Base Layer Edge Flashing
B		↓
05A		Edge Flashing Base Tar
B		↓
06A	- Roof Field	Top layer (Beneath Stone)
B		↓
07A		2nd Layer
B		↓
08A		Base Layer - Fiber board
B		↓
09A		Tar on Foam Insulation
B		↓
10A	- Roof units	Newer (Gray) Unit Flashing Tar
B	↓	↓

2064
2685 STATE STREET • HAMDEN, CT 06517
PH: 203-288-1281 • FAX: 203-248-4409
Website: www.fssteam.com

RECEIVED
MAR 03 2021
15:15
By: [Signature]

FACILITY SUPPORT SERVICES, LLC

Asbestos Sampling Log

RECEIVED
EMSL
CINNAMINSON, N.J.

CLIENT: Waterbury BOE 042105153 DATE: 3/3/2021 5 AM 10:14

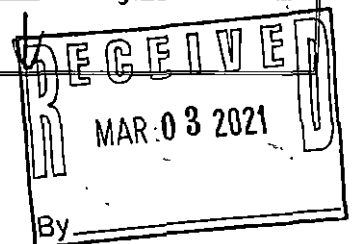
LOCATION: General School

SAMPLED BY: M. DiFabio

SAMPLE ID	LOCATION	DESCRIPTION
202190303- 11A	Gym/Auditorium - Roof Units	Older (Black) Unit Flashing Tar
B	↓	↓
12A	↓	Unit Flashing Fabric
B	↓	↓
13A	Cafe/Library - Edge Flashing (East Side)	Fibrous Fabric
B	↓	↓
14A	↓	Tar Between Fibrous Fabric Layers
B	↓	↓
15A	- Roof Field	Top Layer (Beneath Stone) w/ Tar
B	↓	↓
16A	↓	2nd Layer - Fibrous Grid
B	↓	↓
17A	↓	3rd Layer - Tar paper
B	↓	↓
18A	↓	Base Layer - Fiber board
B	↓	↓
19A	- Roof Units	Vent Units Flashing Tar
B	↓	↓
20A	↓	Vent Units Flashing Fabric
B	↓	↓

3 of 4

2685 STATE STREET • HAMDEN, CT 06517
PH: 203-288-1281 • FAX: 203-248-4409
Website: www.fssteam.com



Attachment C
Previous Inspection Report
10/11/2017



2685 State Street
Hamden, CT 06517
Phone: (203) 288-1281
Fax: (203) 248-4409

October 19, 2017

Mr. Shannon Sullivan
City of Waterbury
Board of Education
236 Grand Street
Waterbury, CT 06702

Re: Asbestos Inspection & Bulk Sampling of Roofing Materials, Generali School, Waterbury, Connecticut (FSS# 30516)

Dear Mr. Sullivan,

At the request of the City of Waterbury Board of Education, Facility Support Services, LLC (FSS) conducted an inspection and bulk asbestos sampling on October 11, 2017 of suspect asbestos containing materials associated with various portions of the roof of Margaret M. Generali Elementary School located at 3196 East Main Street in Waterbury, Connecticut. The inspection and sampling was conducted to facilitate the replacement of the Front Entrance, Rear Upper, 5th Grade Wing, and Lower Side Entrance rooves.

A total of seventy-five (75) bulk suspect asbestos samples were collected. The suspected asbestos containing materials sampled from the school included:

- Front Entrance Roof
 - Roof Deck (Top Layer)
 - Tar Paper (Beneath Top Layer)
 - Tar (Between Fiberboard and Tar Paper)
 - Fiberboard
 - Tar (Between Fiberboard and Insulation Block)
 - Insulation Block
 - Tar (Between Insulation Block and Roof Deck)
 - Red Rosin Paper
 - Parapet Wall – Modified Flashing Membrane (Top Layer)
 - Unit Flashing – Modified Flashing Membrane (Top Layer)
 - Parapet Wall – Tar Layer below Top Layer
 - Unit Flashing – Tar Layer below Top Layer
 - Unit Flashing Caulking (Light Grey)
 - Edge Flashing Metal Cap Caulk
 - Unit Flashing Caulking (Dark Grey/Black)
- Rear Upper Roof
 - Top Layer Modified Membrane
 - Mid-Layer Roofing (Between Modified Layer and Fiberboard)
 - Fiberboard
 - Tar (Between Fiberboard and Insulation Block)
 - Insulation Block
 - Tar (Between Insulation Blocks)

- Felt (Between Insulation Block and Bottom Layer Fiberboard)
- Tar (Between Bottom Layer Fiberboard and Concrete Roof Deck)
- Unit Flashing – Modified Top Layer
- Unit Flashing – Tar beneath Top Layer
- Copper Flashing Caulk (Light Grey)
- 5th Grade Wing Roof
 - New Roof – Top Layer (Multi-Ply)
 - Fiberboard
 - Insulation Block
 - Old Roof – 4ply Built Up
 - Lightweight Concrete (On Concrete Roof Deck)
 - Parapet Wall Flashing
 - Parapet Wall Flashing – Black Tar Patches
 - Parapet Wall Flashing – Light Grey/Silver Tar
- Lower Side Entrance Roof
 - Top Layer 4ply (New)
 - Bottom Layer 4ply (Old)
 - Asphalt Skim Coat Beneath Old 4ply Layer
 - Edge Flashing

The materials were sampled by State of Connecticut licensed Asbestos Inspectors representing FSS. Copies of the asbestos inspectors' certifications are located in Attachment A of this report. Samples of materials were delivered under full chain of custody and analyzed for 5-day turn-around time by EMSL Analytical, Inc., via EPA/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.

The laboratory results revealed that the asbestos content of the following materials was greater than the 1% required to confirm the materials as asbestos containing:

- **Front Entrance Roof**
 - **Parapet Wall – Tar Layer below Top Layer**
- **5th Grade Wing Roof**
 - **Parapet Wall Flashing**
 - **Parapet Wall Flashing – Light Grey/Silver Tar**
- **Lower Side Entrance Roof**
 - **Bottom Layer 4ply (Old)**

Please note that the Lower Side Entrance Roof – Edge Flashing, 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, including but not limited to, respiratory protection and hazard communication.

Please note that FSS has made reasonable effort to locate and identify all asbestos containing materials associated with the roof. Any materials discovered during roofing removal activities which have not been included in this survey or previously sampled must be presumed to contain asbestos until such time that bulk samples can be collected and analyzed for asbestos content. In addition, the removal and disposal of the copper gutter unit materials should be performed by a State of Connecticut licensed asbestos contractor utilizing properly trained individuals.

FSS is pleased to assist you with this project. If you have any questions, or if we can be of further assistance, please contact the undersigned at (203) 288-1281.

Sincerely,

Facility Support Services, LLC

A handwritten signature in black ink, appearing to read "Michael DiFabio", with a stylized flourish at the end.

Michael DiFabio
Field Services Manager
CTDPH Licensed Asbestos Inspector (#000898)

Attachments

Attachment A
Asbestos Inspector Certifications

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
oplcdph@ct.gov
www.ct.gov/dph/license

Sincerely,



RAUL PINO, MD, MPH, COMMISSIONER
DEPARTMENT OF PUBLIC HEALTH

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-INSPECTOR

MICHAEL V DIFABIO

CERTIFICATE NO.
000898

CURRENT THROUGH
12/31/17

VALIDATION NO.
03-573709


SIGNATURE
COMMISSIONER

EMPLOYER'S COPY

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME

MICHAEL V DIFABIO

VALIDATION NO.
03-573709

CERTIFICATE NO.
000898

CURRENT THROUGH
12/31/17

PROFESSION

ASBESTOS CONSULTANT-INSPECTOR


SIGNATURE
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.
03-573709

CERTIFICATE NO.
000898

CURRENT THROUGH
12/31/17

PROFESSION

ASBESTOS CONSULTANT-INSPECTOR


SIGNATURE
COMMISSIONER

Attachment B
Laboratory Analytical Results



EMSL Analytical, Inc.

29 North Plains Highway, Unit # 4 Wallingford, CT 06492

Tel/Fax: (203) 284-5948 / (203) 284-5978

<http://www.EMSL.com> / wallingfordlab@emsl.com

EMSL Order: 241704333

Customer ID: FSS93

Customer PO:

Project ID:

Attention: Michael DiFabio

Facility Support Services, LLC

2685 State Street

Hamden, CT 06517

Phone: (203) 288-1281

Fax: (203) 248-4409

Received Date: 10/12/2017 8:35 AM

Analysis Date: 10/14/2017 - 10/18/2017

Collected Date: 10/11/2017

Project: GENERALI/30516

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
305161011-01A 241704333-0001	Front entrance roof - roof deck top layer	Black Fibrous Homogeneous	5% Cellulose 20% Glass	75% Non-fibrous (Other)	None Detected
305161011-01B 241704333-0002	Front entrance roof - roof deck top layer	Black Fibrous Homogeneous	5% Cellulose 20% Glass	75% Non-fibrous (Other)	None Detected
305161011-02A 241704333-0003	Front entrance roof - tar paper beneath top layer	Black Fibrous Homogeneous	65% Synthetic 20% Glass	15% Non-fibrous (Other)	None Detected
305161011-02B 241704333-0004	Front entrance roof - tar paper beneath top layer	Black Fibrous Homogeneous	55% Synthetic 15% Glass	30% Non-fibrous (Other)	None Detected
305161011-03A 241704333-0005	Front entrance roof - tar between fiberboard and tar paper	Tan/Black Fibrous Homogeneous	35% Cellulose	65% Non-fibrous (Other)	None Detected
305161011-03B 241704333-0006	Front entrance roof - tar between fiberboard and tar paper	Brown/Black Fibrous Homogeneous	30% Cellulose	70% Non-fibrous (Other)	None Detected
305161011-04A 241704333-0007	Front entrance roof - fiberboard	Brown Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
305161011-04B 241704333-0008	Front entrance roof - fiberboard	Brown Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
305161011-05A 241704333-0009	Front entrance roof - tar between fiberboard and insulation block	Brown/Black Fibrous Homogeneous	40% Cellulose	60% Non-fibrous (Other)	None Detected
305161011-05B 241704333-0010	Front entrance roof - tar between fiberboard and insulation block	Brown/Black Fibrous Homogeneous	40% Cellulose	60% Non-fibrous (Other)	None Detected
305161011-06A 241704333-0011	Front entrance roof - insulation block	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
305161011-06B 241704333-0012	Front entrance roof - insulation block	Yellow Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
305161011-07A 241704333-0013	Front entrance roof - tar between insulation block and roof deck	Black Fibrous Homogeneous	20% Cellulose 20% Glass	60% Non-fibrous (Other)	None Detected
305161011-07B 241704333-0014	Front entrance roof - tar between insulation block and roof deck	Black Fibrous Homogeneous	20% Cellulose 20% Glass	60% Non-fibrous (Other)	None Detected
305161011-08A 241704333-0015	Front entrance roof - red rosin paper	Tan Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected

Initial report from: 10/18/2017 17:25:39



EMSL Analytical, Inc.

29 North Plains Highway, Unit # 4 Wallingford, CT 06492

Tel/Fax: (203) 284-5948 / (203) 284-5978

<http://www.EMSL.com / wallingfordlab@emsl.com>

EMSL Order: 241704333

Customer ID: FSS93

Customer PO:

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
305161011-08B 241704333-0016	Front entrance roof - red rosin paper	Tan Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
305161011-09A 241704333-0017	Parapet wall - modified flashing membrane-top layer	Black Fibrous Homogeneous	20% Glass	80% Non-fibrous (Other)	None Detected
305161011-09B 241704333-0018	Unit flashing - modified flashing membrane-top layer	Black Fibrous Homogeneous	20% Glass	80% Non-fibrous (Other)	None Detected
305161011-10A 241704333-0019	Parapet wall - tar layer below top layer	Black Fibrous Homogeneous	35% Cellulose	61% Non-fibrous (Other)	4% Chrysotile
305161011-10B 241704333-0020	Unit flashing - tar layer below top layer	Black Fibrous Homogeneous	15% Glass	85% Non-fibrous (Other)	None Detected
<i>The sample group is not homogeneous.</i>					
305161011-11A 241704333-0021	Front entrance roof - unit flashing caulking (light grey)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
305161011-11B 241704333-0022	Front entrance roof - unit flashing caulking (light grey)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
305161011-12A 241704333-0023	Front entrance roof - edge flashing metal cap caulk	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
305161011-12B 241704333-0024	Front entrance roof - edge flashing metal cap caulk	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
305161011-13A 241704333-0025	Front entrance roof - unit flashing caulking (dark grey/black)	Gray/Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
305161011-13B 241704333-0026	Front entrance roof - unit flashing caulking (dark grey/black)	Gray/Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
305161011-14A 241704333-0027	Rear upper roof - top layer modified membrane	White/Black Fibrous Homogeneous	15% Glass	85% Non-fibrous (Other)	None Detected
305161011-14B 241704333-0028	Rear upper roof - top layer modified membrane	White/Black Fibrous Homogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
305161011-15A 241704333-0029	Rear upper roof - mid layer roofing (between modified and fiberboard)	Brown/Black Fibrous Homogeneous	15% Cellulose 15% Glass	70% Non-fibrous (Other)	None Detected
305161011-15B 241704333-0030	Rear upper roof - mid layer roofing (between modified and fiberboard)	Brown/Black Non-Fibrous Homogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
305161011-16A 241704333-0031	Rear upper roof - fiberboard	Brown Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
305161011-16B 241704333-0032	Rear upper roof - fiberboard	Brown Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
305161011-17A 241704333-0033	Rear upper roof - tar between fiberboard and insulation block	Black Fibrous Homogeneous	30% Cellulose	70% Non-fibrous (Other)	None Detected

Initial report from: 10/18/2017 17:25:39



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<http://www.EMSL.com> / wallingfordlab@emsl.com

EMSL Order: 241704333

Customer ID: FSS93

Customer PO:

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
305161011-17B 241704333-0034	Rear upper roof - tar between fiberboard and insulation block	Black Fibrous Homogeneous	25% Cellulose	75% Non-fibrous (Other)	None Detected
305161011-18A 241704333-0035	Rear upper roof - insulation block	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
305161011-18B 241704333-0036	Rear upper roof - insulation block	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
305161011-19A 241704333-0037	Rear upper roof - tar between insulation block layers	Black Fibrous Homogeneous	30% Cellulose	70% Non-fibrous (Other)	None Detected
305161011-19B 241704333-0038	Rear upper roof - tar between insulation block layers	Black Fibrous Homogeneous	25% Cellulose	75% Non-fibrous (Other)	None Detected
305161011-20A 241704333-0039	Rear upper roof - felt between insulation block and fiberboard bottom layer	Black Fibrous Homogeneous	10% Cellulose 30% Glass	60% Non-fibrous (Other)	None Detected
305161011-20B 241704333-0040	Rear upper roof - felt between insulation block and fiberboard bottom layer	Black Fibrous Homogeneous	10% Cellulose 10% Glass	80% Non-fibrous (Other)	None Detected
305161011-21A 241704333-0041	Rear upper roof - tar between bottom layer/fiberboard and concrete roof deck	Black Non-Fibrous Homogeneous	5% Cellulose	95% Non-fibrous (Other)	None Detected
305161011-21B 241704333-0042	Rear upper roof - tar between bottom layer/fiberboard and concrete roof deck	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
305161011-22A 241704333-0043	Rear upper roof - unit flashing modified top layer	White/Black Fibrous Homogeneous	20% Glass	80% Non-fibrous (Other)	None Detected
305161011-22B 241704333-0044	Rear upper roof - unit flashing modified top layer	Black Fibrous Homogeneous	25% Glass	75% Non-fibrous (Other)	None Detected
305161011-23A 241704333-0045	Rear upper roof - unit flashing tar beneath top layer	Black Non-Fibrous Homogeneous	5% Glass	95% Non-fibrous (Other)	None Detected
305161011-23B 241704333-0046	Rear upper roof - unit flashing tar beneath top layer	Black Fibrous Homogeneous	30% Glass	70% Non-fibrous (Other)	None Detected
305161011-24A 241704333-0047	Rear upper roof - light grey copper flashing caulk	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
305161011-24B 241704333-0048	Rear upper roof - light grey copper flashing caulk	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
305161011-25A 241704333-0049	5th grade wing roof - top layer new roof (multi-ply)	Brown/Black Fibrous Homogeneous	15% Glass	85% Non-fibrous (Other)	None Detected
305161011-25B 241704333-0050	5th grade wing roof - top layer new roof (multi-ply)	Black Fibrous Homogeneous	15% Glass	85% Non-fibrous (Other)	None Detected
305161011-26A 241704333-0051	5th grade wing roof - fiberboard	Brown Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected

Initial report from: 10/18/2017 17:25:39



EMSL Analytical, Inc.

29 North Plains Highway, Unit # 4 Wallingford, CT 06492

Tel/Fax: (203) 284-5948 / (203) 284-5978

<http://www.EMSL.com / wallingfordlab@emsl.com>

EMSL Order: 241704333

Customer ID: FSS93

Customer PO:

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
305161011-26B 241704333-0052	5th grade wing roof - fiberboard	Brown Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
305161011-27A 241704333-0053	5th grade wing roof - insulation block	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
305161011-27B 241704333-0054	5th grade wing roof - insulation block	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
305161011-28A 241704333-0055	5th grade wing roof - old roof 4ply built-up	Black Fibrous Homogeneous	30% Cellulose	70% Non-fibrous (Other)	None Detected
305161011-28B 241704333-0056	5th grade wing roof - old roof 4ply built-up	Black Fibrous Homogeneous	35% Cellulose	65% Non-fibrous (Other)	None Detected
305161011-29A 241704333-0057	5th grade wing roof - lightweight concrete on concrete roof deck	Tan Non-Fibrous Homogeneous		30% Vermiculite 70% Non-fibrous (Other)	None Detected
305161011-29B 241704333-0058	5th grade wing roof - lightweight concrete on concrete roof deck	Tan Non-Fibrous Homogeneous		40% Vermiculite 60% Non-fibrous (Other)	None Detected
305161011-29C 241704333-0059	5th grade wing roof - lightweight concrete on concrete roof deck	Tan Non-Fibrous Homogeneous		40% Vermiculite 60% Non-fibrous (Other)	None Detected
305161011-29D 241704333-0060	5th grade wing roof - lightweight concrete on concrete roof deck	Tan Non-Fibrous Homogeneous		35% Vermiculite 65% Non-fibrous (Other)	None Detected
305161011-29E 241704333-0061	5th grade wing roof - lightweight concrete on concrete roof deck	Brown Non-Fibrous Homogeneous		5% Quartz 30% Vermiculite 65% Non-fibrous (Other)	None Detected
305161011-30A 241704333-0062	5th grade wing roof - parapet wall flashing	Black Fibrous Homogeneous	10% Cellulose 15% Glass	75% Non-fibrous (Other)	<1% Chrysotile
305161011-30B 241704333-0063	5th grade wing roof - parapet wall flashing	Black Non-Fibrous Homogeneous	5% Cellulose	92% Non-fibrous (Other)	3% Chrysotile
The sample group is not homogeneous.					
305161011-31A 241704333-0064	5th grade wing roof - parapet wall flashing black tar patches	Black Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (Other)	None Detected
305161011-31B 241704333-0065	5th grade wing roof - parapet wall flashing black tar patches	Black Non-Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (Other)	None Detected
305161011-32A 241704333-0066	5th grade wing roof - parapet wall flashing light grey/silver tar	Black Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
305161011-32B 241704333-0067	5th grade wing roof - parapet wall flashing light grey/silver tar	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
305161011-33A 241704333-0068	Lower side entrance roof - top layer 4ply roofing (new)	Black Non-Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
305161011-33B 241704333-0069	Lower side entrance roof - top layer 4ply roofing (new)	Black Non-Fibrous Homogeneous	15% Cellulose	5% Quartz 80% Non-fibrous (Other)	None Detected

Initial report from: 10/18/2017 17:25:39



EMSL Analytical, Inc.

29 North Plains Highway, Unit # 4 Wallingford, CT 06492

Tel/Fax: (203) 284-5948 / (203) 284-5978

<http://www.EMSL.com / wallingfordlab@emsl.com>

EMSL Order: 241704333

Customer ID: FSS93

Customer PO:

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
305161011-34A	Lower side entrance roof - bottom layer 4ply roofing (old)	Black Fibrous Homogeneous	40% Cellulose	60% Non-fibrous (Other)	None Detected
241704333-0070					
305161011-34B	Lower side entrance roof - bottom layer 4ply roofing (old)	Black Non-Fibrous Homogeneous	35% Cellulose	60% Non-fibrous (Other)	5% Chrysotile
241704333-0071					
The sample group is not homogeneous.					
305161011-35A	Lower side entrance roof - asphalt skim coat beneath old 4ply	Brown Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
241704333-0072					
305161011-35B	Lower side entrance roof - asphalt skim coat beneath old 4ply	Black Non-Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (Other)	None Detected
241704333-0073					
305161011-36A	Lower side entrance roof - edge flashing	Black Fibrous Homogeneous	50% Cellulose	50% Non-fibrous (Other)	<1% Chrysotile
241704333-0074					
305161011-36B	Lower side entrance roof - edge flashing	Black Non-Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	<1% Chrysotile
241704333-0075					

Analyst(s)

Lauren Buffone (39)

Quetcy Castro Romero (36)

Lauren Brennan, Asbestos Lab Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported 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. Interpretation and use of test results are the responsibility of the client. 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. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%

Samples analyzed by EMSL Analytical, Inc. Wallingford, CT NVLAP Lab Code 200700-0.

Initial report from: 10/18/2017 17:25:39



EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Asbestos Chain of Custody

EMSL Order Number (Lab Use Only):

241704333

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, LLC.		EMSL Customer ID:	
Street: 2685 State Street		City: Hamden	State/Province: CT
Zip/Postal Code: 06517	Country: United States	Telephone #: 203-288-1281	Fax #:
Report To (Name): Michael DiFabio		Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email	
Email Address: mdifabio@fssteam.com		Purchase Order:	
Project Name/Number: Generali/30516		EMSL Project ID (Internal Use Only):	
U.S. State Samples Taken: CT		CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	
EMSL-Bill to: <input type="checkbox"/> Same <input checked="" type="checkbox"/> Different - If Bill to is Different note instructions in Comments** Third Party Billing requires written authorization from third party			
Turnaround Time (TAT) Options* - Please Check			
<input type="checkbox"/> 3 Hour <input type="checkbox"/> 6 Hour <input type="checkbox"/> 24 Hour <input type="checkbox"/> 48 Hour <input type="checkbox"/> 72 Hour <input type="checkbox"/> 96 Hour <input checked="" type="checkbox"/> 1 Week <input type="checkbox"/> 2 Week			
*For TEM Air 3 hr through 6 hr, please call ahead to schedule. *There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.			
PCM - Air <input type="checkbox"/> Check if samples are from NY <input type="checkbox"/> NIOSH 7400 <input type="checkbox"/> w/ OSHA 8hr. TWA PLM - Bulk (reporting limit) <input checked="" 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 in 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 - Air <input type="checkbox"/> 4-4.5hr TAT (AHERA only) <input type="checkbox"/> AHERA 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"/> Chatfield SOP <input type="checkbox"/> TEM Mass Analysis-EPA 600 sec. 2.5 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 - 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* <input type="checkbox"/> PLM CARB 435 - A (0.25% sensitivity) <input type="checkbox"/> PLM CARB 435 - B (0.1% sensitivity) <input type="checkbox"/> TEM CARB 435 - B (0.1% sensitivity) <input type="checkbox"/> TEM CARB 435 - C (0.01% sensitivity) <input type="checkbox"/> TEM Qual. via Filtration Technique <input type="checkbox"/> TEM Qual. via Drop-Mount Technique <small>*Can not accept New York State Loose Fill Vermiculite Samples</small> Other: <input type="checkbox"/>			
<input type="checkbox"/> Check For Positive Stop - Clearly Identify Homogenous Group		Filter Pore Size (Air Samples): <input type="checkbox"/> 0.8µm <input type="checkbox"/> 0.45µm	
Samplers Name: Michael DiFabio		Samplers Signature:	
Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
	See Attached		
Client Sample # (s): 01A-36B		Total # of Samples: 75	
Relinquished (Client):		Date: 10/12/17	Time: 8:32
Received (Lab):		Date: 10/12/17	Time: 8:35 am
Comments/Special Instructions: Bill To: Facility Support Services, LLC., 2685 State Street, Hamden, CT, 06517, United States Attention: Michele Viarengo Phone: 203-288-1281 Email: mviarengo@fssteam.com Purchase Order:		Week 2	

241704333

FACILITY SUPPORT SERVICES, LLC

Asbestos Sampling Log

CLIENT: Watersbury BOEDATE: 10/11/17LOCATION: Generali SchoolSAMPLED BY: M. DiFuria

SAMPLE ID	LOCATION	DESCRIPTION
305161011 -		
01A	Front Entrance Roof	Roof Deck Top Layer
B		↓
02A		Tar Paper Beneath Top Layer
B		↓
03A		Tar Between Fiber board and Tar Paper
B		↓
04A		Fiber Board
B		↓
05A		Tar Between Fiber Board and Insulation Block
B		↓
06A		Insulation Block
B		↓
07A		Tar Between Insulation Block and Roof Deck
B		↓
08A		Red Rosin Paper
B		↓
09A	Parapet Wall	Modified Flashing Membrane - Top Layer
B	Unit Flashing	↓
10A	Parapet Wall	Tar Layer Below Top Layer
B	Unit Flashing	↓

2 of 5

241704333

FACILITY SUPPORT SERVICES, LLC
Asbestos Sampling Log

CLIENT: Watersbury BOEDATE: 10/11/17LOCATION: GeneraliSAMPLED BY: M. DiFabio

SAMPLE ID	LOCATION	DESCRIPTION
305161011- 11A	Front Entrance Roof	Unit Flashing Caulking (Light Grey)
B	↓	↓
12A	↓	Edge Flashing Metal Cap Caulk
B	↓	↓
13A	↓	Unit Flashing Caulking (Dark Grey/Black)
B	↓	↓
14A	Rear upper Roof.	Top Layer Modified Membrane
B	↓	↓
15A	↓	Mid Layer Roofing (Between Modified and Fiber Board)
B	↓	↓
16A	↓	Fiber Board
B	↓	↓
17A	↓	Tar Between Fiber Board and Insulation Block
B	↓	↓
18A	↓	Insulation Block
B	↓	↓
19A	↓	Tar Between Insulation Block Layers
B	↓	↓
20A	↓	Felt Between Insulation Block and Fiber Board Bottom Layer
B	↓	↓

3 of 5

241704333

FACILITY SUPPORT SERVICES, LLC
Asbestos Sampling Log

CLIENT: Wakbury BOEDATE: 10/11/17LOCATION: GeneraliSAMPLED BY: M. DiFabio

SAMPLE ID	LOCATION	DESCRIPTION
305161011 - 21A	Rear Upper Roof	Tar Between Bottom Layer Fiber Board and Concrete Roof Deck
B		↓
22A		Unit Flashing Modified Top Layer
B		↓
23A		Unit Flashing Tar Beneath Top Layer
B		↓
24A		Light Grey Copper Flashing Caulk
B		↓
25A	5th Grade Wing Roof	Top Layer New Roof (Multi-ply)
B		↓
26A		Fiber Board
B		↓
27A		Insulation Block
B		↓
28A		Old Roof 4 ply Built-up
B		↓
29A		Lightweight Concrete on Concrete Roof Deck
B		↓
C		
D		↓

4 of 5

241704333

FACILITY SUPPORT SERVICES, LLC
Asbestos Sampling Log

CLIENT: Watersbury BOEDATE: 10/11/17LOCATION: Generali SchoolSAMPLED BY: M. DiFabio

SAMPLE ID	LOCATION	DESCRIPTION
305161011 - 29E	5th Grade Wing Roof	Lightweight Concrete on Concrete Roof Deck
30A	↓	Roof Parapet Wall Flashing
B		↓
31A		Parapet Wall Flashing Black Tar patches
B		↓
32A		Parapet Wall Flashing Light Gray/Silver Tar
B		↓
33A	Lower Side Entrance Roof	TOP Layer 4ply Roofing (New)
B	↓	↓
34A		Bottom Layer 4ply Roofing (Old)
B		↓
35A		Asphalt Skim Coat Beneath Old 4ply
B		↓
36A		Edge Flashing
B		↓

5 of 5

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #2

June 11, 2021

ITB 6975

Generali School Roof Replacement

- 1) Regarding overtime, the contractor will not be responsible for paying custodial OT. The City will accommodate the bid winner should the need arise to work on second shifts and weekends.
- 2) There are no noise ordinances that should impact the contractors work.
- 3) Please find revised bid form containing line items for Add Alternates #1 and #2. Please use this bid form when submitting your bid.

END OF ADDENDUM #2

Thank you.

Maureen McCauley
Assistant Director of Purchasing – City of Waterbury

CITY OF WATERBURY

To: City of Waterbury
c/o Purchasing Department
City Hall
235 Grand Street
Waterbury, CT 06702

Project: Roof Replacement Margaret M. Generali Elementary School
3196 East Main Street
Waterbury, CT 06705
State Project # 051-0306 RR

The undersigned _____ doing business in the Town
of _____, County
of _____, State
of _____, submits herewith, in conformity
with the specifications dated June 30, 2020, the following proposal.

ROOF REPLACEMENT – MARGARET M. GENERALI ELEMENTARY SCHOOL

Work shall include all labor and materials required to install the new roof system of approximately 32,195 sq. ft. specified including, but not limited to demolition, hazardous material abatement and disposal, carpentry, sheet metal work and all other miscellaneous items of work required for a complete installation in accordance with the requirements of the contract documents.

1. BASE BID

Approximately 26,297 sq. ft. of roof replacement where indicated on the roof plan

\$ _____

(_____)
written figures

2. ADD ALTERNATE #1 Approximately 5,898 sq. ft. of additional roof replacement where indicated on the roof plan.

\$ _____

(_____)
written figures

Roof Replacement
Margaret M. Generali Elementary School
Waterbury, CT

3. **ADD ALTERNATE #2** (Increase the roof warranty from 20 years to 25 years)

\$ _____
written figures

4. **TOTAL BID** (Base bid plus add alternate #1 & 2)

\$ _____
(_____)
written figures

5. The Contractor shall quote in his Bid Proposal the following unit prices which may be as selected by the Owner.

	Unit	Added
1. Repair/patch metal roof deck	Sq. Ft.	_____
2. Repair/patch concrete roof deck	Sq. Ft.	_____
3. Repair/patch wood roof deck	Sq. Ft.	_____
4. Repair/patch tectum roof deck	Sq. Ft.	_____
5. Replace wood blocking with wood blocking.	Ln. Ft.	_____

6. Name of Subcontractor(s) to be utilized.

Roof Replacement
Margaret M. Generali Elementary School
Waterbury, CT

7. Forms Included: The Bidder shall attach the following documents to the Bid:

- a. Bid Bond
- b. Contractor Prequalification Statement
- c. Updated Bid Statement
- d. CHRO Bidder Contract Compliance Monitoring Report
- e. Updated DAS Bid Statement
- f. Current DAS Certificate

Name of
Bidder: _____

By _____

Title _____

Address of
Bidder _____

Telephone No. _____

E-mail. _____

8. Receipt of Addenda: Receipt of the following Addenda is hereto acknowledged:

Addendum	Signature	Date
No. 1	_____	_____
No. 2	_____	_____
No. 3	_____	_____
No. 4	_____	_____

Roof Replacement
Margaret M. Generali Elementary School
Waterbury, CT

CITY OF WATERBURY REQUESTS FOR BIDS

Under penalty of perjury and other remedies available to the City of Waterbury, Waterbury, CT the undersigned certifies this bid is submitted without collusion and all responses are true and accurate. If awarded this bid, it is agreed this forms a contractual obligation to provide services at fees specified in this Bid Form, subject to and in accordance with all instructions and contract documents, including any addenda, which are all made part of this bid.

Signature of Authorized Person

Date

Printed Name of Authorized Person

Company Title of Authorized Person

Name of Company

Address of Company

City, State, and Zip Code

Telephone Number

E-mail

Roof Replacement
Margaret M. Generali Elementary School
Waterbury, CT

June 30, 2020

151-0306 RR

CITY OF WATERBURY

To: City of Waterbury
c/o Purchasing Department
City Hall
235 Grand Street
Waterbury, CT 06702

Project: Roof Replacement Margaret M. Generali Elementary School
3196 East Main Street
Waterbury, CT 06705
State Project # 051-0306 RR

The undersigned The Imperial Company,
Restoration Contractor, Inc. doing business in the Town
of Cromwell, County
of Middlesex, State
of Connecticut, submits herewith, in conformity
with the specifications dated June 30, 2020, the following proposal.

ROOF REPLACEMENT – MARGARET M. GENERALI ELEMENTARY SCHOOL

Work shall include all labor and materials required to install the new roof system of approximately 32,195 sq. ft. specified including, but not limited to demolition, hazardous material abatement and disposal, carpentry, sheet metal work and all other miscellaneous items of work required for a complete installation in accordance with the requirements of the contract documents.

1. BASE BID

Approximately 26,297 sq. ft. of roof replacement where indicated on the roof plan

\$ 1,082,517.00

(One million eighty two thousand five hundred seventeen)
written figures dollars and zero cents

2. ADD ALTERNATE #1 Approximately 5,898 sq. ft. of additional roof replacement where indicated on the roof plan.

\$ 165,554.00

(One hundred sixty five thousand five hundred fifty four)
written figures dollars and zero

Roof Replacement
Margaret M. Generali Elementary School
Waterbury, CT

June 30, 2020

151-0306 RR

3. **ADD ALTERNATE #2** (Increase the roof warranty from 20 years to 25 years)

\$ -0-
written figures

4. **TOTAL BID** (Base bid plus add alternate #1 & 2)

\$ 1,248,071.00

(One million two hundred forty eight thousand seventy one)
written figures dollars and zero cents

5. The Contractor shall quote in his Bid Proposal the following unit prices which may be as selected by the Owner.

	Unit	Added
1. Repair/patch metal roof deck	Sq. Ft.	8.00
2. Repair/patch concrete roof deck	Sq. Ft.	18.00
3. Repair/patch wood roof deck	Sq. Ft.	8.00
4. Repair/patch tectum roof deck	Sq. Ft.	16.00
5. Replace wood blocking with wood blocking.	Ln. Ft.	9.00

6. Name of Subcontractor(s) to be utilized.

Plumbing Solutions

AFL Masonary

Roof Replacement
Margaret M. Generali Elementary School
Waterbury, CT

June 30, 2020

151-0306 RR

7. Forms Included: The Bidder shall attach the following documents to the Bid:

- a. Bid Bond
- b. Contractor Prequalification Statement
- c. Updated Bid Statement
- d. CHRO Bidder Contract Compliance Monitoring Report
- e. Updated DAS Bid Statement
- f. Current DAS Certificate

Name of

Bidder: The Imperial Company, Restoration Contractor Inc.

By


Bruce M. Raulukaitis

Title President

Address of



Bidder 261 Main Street Cromwell, CT 06416

Telephone No. (860)632-2258

E-mail.

brucer@theimperialco.com;imperialco@theimperialco.com

8. Receipt of Addenda: Receipt of the following Addenda is hereto acknowledged:

	Addendum	Signature	Date
No. 1	<u>1</u>		<u>06/08/2021</u>
No. 2	<u>2</u>		<u>06/11/2021</u>
No. 3	<u></u>		
No. 4	<u></u>		

Roof Replacement

Margaret M. Generali Elementary School

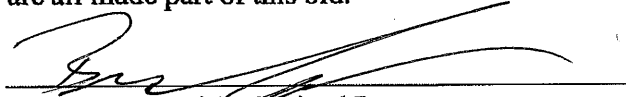
Waterbury, CT

June 30, 2020

151-0306 RR

CITY OF WATERBURY REQUESTS FOR BIDS

Under penalty of perjury and other remedies available to the City of Waterbury, Waterbury, CT the undersigned certifies this bid is submitted without collusion and all responses are true and accurate. If awarded this bid, it is agreed this forms a contractual obligation to provide services at fees specified in this Bid Form, subject to and in accordance with all instructions and contract documents, including any addenda, which are all made part of this bid.


Signature of Authorized Person

6/14/2021

Date

Bruce M. Raulukaitis

Printed Name of Authorized Person

President

Company Title of Authorized Person

The Imperial Company, Restoration Contractor, Inc.

Name of Company

261 Main Street

Address of Company

Cromwell, CT 06416

City, State, and Zip Code

(860)632-2258

Telephone Number

brucer@theimperialco.com;imperialco@theimperialco.com

E-mail

Roof Replacement

Margaret M. Generali Elementary School

Waterbury, CT

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
The Imperial Company, Restoration
Contractor, Inc.
261 Main Street
Cromwell, CT 06416

OWNER:

(Name, legal status and address)
City of Waterbury
235 Grand Street
Waterbury, CT 06702

BOND AMOUNT: \$ Ten Percent of the Amount Bid (10%)

PROJECT:

(Name, location or address, and Project number, if any)
Margaret M. Generali School
3196 E Main Street, Waterbury, CT
Project No.: 1511-0306RR

SURETY:

(Name, legal status and principal place of business)
Great Midwest Insurance Company
800 Gessner Road, Suite 600
Houston, TX 77024

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

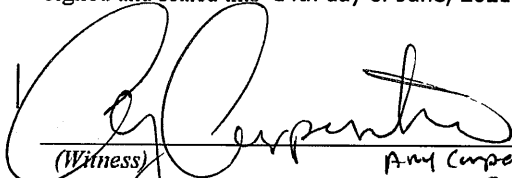
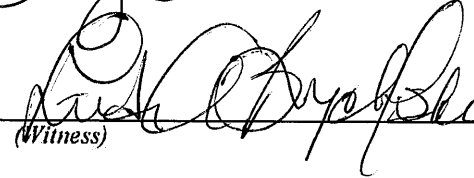
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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.

Init.

Signed and sealed this 14th day of June, 2021


(Witness) Amy Carpenter

(Witness)

The Imperial Company, Restoration Contractor, Inc.

(Principal)

(Seal)

(Title) Bruce M. Raulukaitis, President

Great Midwest Insurance Company

(Surety)

(Seal)

(Title) Paul A. Simeon, Attorney-in-Fact

Init.

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

MICHAEL E. WATTS, DAVID L. HUSSEY, PAUL A. SIMEON, LINDA A. BYCHOLSKI

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

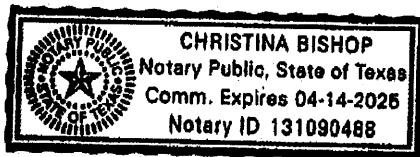


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 14th Day of June, 2021



BY Leslie K. Shaunty
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

State of Connecticut

Department of Administrative Services
Construction Contractor Prequalification Program

This certifies

The Imperial Company Restoration Contractor Inc.

261 Main Street, Cromwell, CT 06416-2302

As a

Prequalification Construction Contractor

May 23, 2021 through May 22, 2022

CONTACT INFORMATION

Name: Amy Carpenter

Phone: 860-632-2258

Fax: 860-632-2278

Email: amyc@theimperialco.com

Name: Bruce Raulukaitis

Phone: 860-632-2258

Fax: 860-632-2278

Email: brucer@theimperialco.com

Effective Date	Aggregate Work Capacity (AWC)	Single Limit (SL)	Classifications
5/23/2021	\$25,000,000.00	\$6,000,000.00	GENERAL BUILDING CONSTRUCTION (GROUP C), ROOFING

This certificate prequalifies the named company to bid. It is not a statement of the Contractor's capacity to perform a specific project. That responsibility lies with the awarding authority. Company Licenses/Registrations: It is the Contractor's responsibility to update their license information by editing their electronic application. Licenses are confirmed by the Department of Administrative Services (DAS) at the time of initial application and at each renewal.

For information regarding the DAS Contractor Prequalification Program visit <http://portal.ct.gov/dasprequal> or call (860) 713-5280.

Classification Name
GENERAL BUILDING
CONSTRUCTION (GROUP C)

Description

The undertaking of general contracts for the construction of buildings i.e. new construction, renovation, rehabilitation, alteration, addition, etc. The contract must include a variety of construction practices and supervision of a minimum of three sub-trades. Includes buildings that are truly custom, requiring extensive detailing, or that have large amounts of integrated scientific or complex mechanical/electrical equipment in order for them to function. Examples include hospitals, chemistry buildings, special collections buildings, historic preservation to a landmark structure, and/or any other structure that is truly one of a kind within the State's inventory. Note: If you are prequalified for General Building Construction under Group C, you are automatically prequalified for Group A and Group B. Also if you are prequalified for General Building Group C you will automatically be prequalified for General Trades. Note: For the purposes of DAS Construction Contractor Prequalification, contractors in this classification are not required to be registered as a major contractor with the Department of Consumer Protection. However, there may be specific projects within this classification that require a major contractor registration from the Department of Consumer Protection. Projects that are threshold buildings may require a Major Contractor Registration.

ROOFING

The installation of various types of roofing materials including shingles, slate, rubber, PVC and related flashing and drainage systems.

State of Connecticut
Department of Administrative Services (DAS) Contractor Prequalification
Update (Bid) Statement
(Statement to be included with the bid)

Connecticut General Statute §4a-100 and Connecticut General Statute §4b-91

Each bid submitted for a contract shall include a copy of a prequalification certificate issued by the Commissioner of Administrative Services. The bid shall also be accompanied by an update bid statement in such form as the Commissioner of Administrative Services prescribes. The form for such update bid statement shall provide space for information regarding all projects completed by the bidder since the date the bidder's prequalification certificate was issued or renewed, all projects the bidder currently has under contract, including the percentage of work on such projects not completed, the names and qualifications of the personnel who will have supervisory responsibility for the performance of the contract, any significant changes in the bidder's financial position or corporate structure since the date the certificate was issued or renewed, any change in the contractor's qualification status and such other relevant information as the Commissioner of Administrative Services prescribes. Any bid submitted without a copy of the prequalification certificate and an update bid statement shall be invalid. Any public agency that accepts a bid submitted without a copy of such prequalification certificate and an update bid statement, as required by this section, may become ineligible for the receipt of funds related to such bid.

PROJECT THAT COMPANY IS BIDDING ON

PROJECT NAME	Margaret M. Generali Elementary School
PROJECT NUMBER	1511-0306RR

COMPANY INFORMATION

LEGAL BUSINESS NAME	The Imperial Company Restoration Contractor Inc.	
DBA		
TAXPAYER ID	061617358	
BUSINESS ADDRESS	261 Main Street	
BUSINESS CITY, STATE, ZIP	Cromwell CT 06416-2302	
PREQUALIFICATION CONTACT	Amy Carpenter	860-632-2258 ext.
	Bruce Raulukaitis	860-632-2258 ext.

PREQUALIFICATION INFORMATION

EXPIRATION DATE	5/22/2022
SINGLE LIMIT	\$6,000,000.00
AGGREGATE WORK CAPACITY (AWC)	\$25,000,000.00
REMAINING AGGREGATE WORK CAPACITY *	\$22,911,875.00

* The Remaining Aggregate Work Capacity equals your company's AWC minus the Total \$ Amount of Work Remaining

BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) CURRENTLY UNDER CONTRACT

Project Name	Project Owner	% Completed	Total Contract Amount	Work Remaining
Groton Middle School	Groton, Town of	85	\$1,277,500.00	\$191,625.00
East Hartford Senior Center	Town of East Hartford	90	\$415,000.00	\$41,500.00
Tourtellotte Memorial High School Mary Fisher Elem	Town of Thompson	0	\$1,855,000.00	\$1,855,000.00

State of Connecticut
 Department of Administrative Services (DAS) Contractor Prequalification
Update (Bid) Statement
 (Statement to be included with the bid)

Total Amount of Work Remaining

\$2,088,125.00

BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) WHICH WERE AWARDED AND 100% COMPLETED SINCE THE DATE OF YOUR INITIAL PREQUALIFICATION OR YOUR LAST RENEWAL

Project Name	Project Owner	Date Completed	Total Contract Amount
Kent Apartments	Housing Authority City of Hartford	8/1/2011	\$145,000.00
Andrew School	Brough of Naugatuck	1/31/2011	\$730,000.00
Central School	Brough of Naugatuck	1/1/2011	\$600,000.00
Noah Wallace School Farmington	Town of Farmington	12/1/2011	\$145,000.00
Scofield Manor, Cummings Park, Fleet Maint. & Facil Maint.	City of Stamford	2/1/2011	\$43,303.00
NorthStreet School	Town of Windsor Locks	8/1/2011	\$1,075,000.00
Metacomet	Town of Bloomfield	7/1/2011	\$310,798.00
Laurel School	Town of Bloomfield	7/1/2011	\$694,144.00
Regional Water Authority	South Central Ct Regional Water Authority	8/1/2011	\$278,400.00
Torrington Police Department	Torrington Purchasing Department	8/1/2011	\$187,000.00
TVCCA Building -Uncas on Thames Campus	State of Connecticut	7/1/2011	\$290,000.00
Roof Replacement Trade Shop	State of Connecticut	7/1/2011	\$121,000.00
Latino Academy	Downes Construction	8/1/2011	\$129,647.00
Sprague Elem School	City of Waterbury	8/1/2011	\$245,000.00
Farmington High School	Town of Farmington	7/1/2011	\$89,000.00
Hampton Elementary School	Town of Hampton	8/1/2011	\$448,000.00
Harwinton Consolodates Schools	Regional School District #10	8/1/2011	\$1,289,000.00
Lake Gara Elementary Schools	Regional School District #10	8/1/2011	\$910,000.00
Milner School Hartford	City Of Hartford Hartford School Building Committee(HSBC)	8/1/2012	\$1,337,000.00
Silas Bronzon Library	Waterbury Development Corporation	2/1/2012	\$91,000.00
Wallingford Central Fire Head Quarters	Wallingford Purchasing Department	2/1/2012	\$91,000.00
East Rock School	East Rock School	8/1/2013	\$964,000.00
Dag Hammarskjold Middle School	Town of Wallingford, CT	9/1/2012	\$1,055,000.00
Hebron Elementary School	Town of Hebron	2/1/2012	\$188,950.00
Pendergast School Ansonia	City of Ansonia	9/1/2012	\$1,048,336.00

State of Connecticut
 Department of Administrative Services (DAS) Contractor Prequalification
Update (Bid) Statement
 (Statement to be included with the bid)

Administration Building	City of Ansonia	9/1/2012	\$110,000.00
GBT Bridgeport	GBT	5/1/2013	\$1,068,752.00
DEP Windsor	Department of Construction Services	10/1/2012	\$452,760.00
CREC International	Cutter	10/1/2013	\$778,702.00
CREC Public Safety Academy	FIP CREC	10/1/2013	\$1,392,692.00
Adelbrook Cromwell Children's Home	Adelbrook Cromwell Children's Home	7/1/2011	\$409,000.00
Moore Field House	Southern State of Connecticut	10/1/2013	\$605,866.00
Parker Farms Elementary School	Town of Wallingford Connecticut	10/1/2013	\$1,007,572.00
Highland Elementary School	Town of Wallingford Connecticut	9/1/2013	\$992,000.00
Darien Middle School	Town of Darien	10/1/2013	\$492,200.00
Waterbury Fire House	City of Waterbury	10/1/2013	\$66,083.00
Canton Library	Canton	3/1/2014	\$397,455.00
Epoch Arts	Town of East Hampton	3/1/2014	\$215,800.00
North Haven Fire House Company 1	North Haven, City of	10/1/2013	\$151,000.00
North Haven Fire House Company 2	North Haven, City of	5/1/2014	\$43,000.00
Nitrification Buildings A and B	Danbury , City of	5/1/2014	\$385,200.00
Southern Ct Lab	Southern CT State University	10/1/2015	\$386,200.00
Emmett O'Brien Technical High School	Ansonia, City of/ Fusco	4/30/2017	\$2,262,000.00
Madison Middle School	Trumbell, Town of	9/1/2016	\$694,897.00
Danbury Osburn & Main	Danbury, City of ,H.B. Fishman & CO.,Inc.	5/1/2014	\$212,270.00
East Farms Middle School	Town of Farmington	8/1/2014	\$739,700.00
Derby High School	Derby, City of	1/1/2015	\$3,444,772.57
Cheshire High School	Cheshire, Town of	8/1/2014	\$197,700.00
Waste Water Treatment	Danbury, City of	12/1/2014	\$91,000.00
West Middle School	Downes Construction	4/30/2017	\$1,025,200.00
JFK High School	Newfield Construction Waterbury, City of	10/1/2015	\$430,000.00
Riverfield Elem School	Gilbane Building Company	2/1/2016	\$555,000.00
Putnam High School	Putnam	1/1/2017	\$1,892,000.00
Charter Oak	West Hartford, CT	4/1/2017	\$1,294,444.00
Ludlow High School	Fairfield, CT	2/1/2016	\$155,075.00
New Britain Stadium	New Britain	10/1/2015	\$343,500.00
Mary E. Griswold	Kensington, Town of	10/1/2015	\$1,074,915.00

State of Connecticut
 Department of Administrative Services (DAS) Contractor Prequalification
Update (Bid) Statement
 (Statement to be included with the bid)

Joel Barlow High School	Reddin 95 Required Awarding Authg, Town of	10/1/2015	\$886,947.00
New Haven Academy	New Haven, City of	9/1/2016	\$498,645.00
Roger Park Middle School	Danbury ,City of	10/1/2015	\$1,405,500.00
Groton Municipal Building	Groton, City of	9/1/2016	\$273,485.00
Torrington Armory Building	Torrington, City of	9/1/2016	\$87,400.00
Bethany Community School	Bethany, Town of	9/1/2016	\$1,068,000.00
Madison School	Madison, Town of	9/1/2016	\$476,000.00
East Haven DOT	CT Department of Transportation	9/1/2016	\$331,700.00
Salt Sheds	CT DOT	10/1/2017	\$751,400.00
Northeast School Vernon	Vernon, City of	5/30/2017	\$1,073,780.00
Windsor Locks Middle School	Windsor Locks, CT	1/1/2017	\$945,000.00
Woodbury Fire House	Woodbury, City of	10/1/2016	\$182,580.00
Church Street Elementary School	Hamden, Town of	1/1/2017	\$205,000.00
Department of Agriculture	DAS	1/1/2017	\$108,000.00
Danbury Torrington Roof Replacement	DAS	2/1/2018	\$848,125.00
SCSU	Southern Connecticut	2/1/2018	\$567,605.00
West Shore Middle School	Milford, City of	1/1/2019	\$843,550.00
CCSU	Downes	5/31/2019	\$721,100.00
Bunnell	Stratford, City of	1/31/2018	\$3,146,800.00
Franklin	Stratford, City of	1/31/2018	\$445,800.00
East Windsor Roof Replacement	East Windsor, Town of	2/1/2018	\$2,069,000.00
Cherry Brook Roof Replacement	Canton, Town of	1/31/2018	\$427,150.00
Goodyear Early Childhood Center Partial Roof Replacement	Killingly, Town of	1/31/2018	\$226,000.00
Albert Solnit	State of Connecticut Dept. of Administrative Services	2/1/2018	\$589,000.00
Waddell Elementary School	Downes Construction	2/28/2019	\$268,800.00
Weaver High School	Downes/Newfiled Construction	12/1/2020	\$1,947,000.00
Milford, Town Hall	Milford Town of	1/31/2018	\$143,600.00
North Stonington High School	Downs Construction	12/1/2020	\$1,721,000.00
DOT Waterford Maintenance Facility	DOT	12/31/2018	\$279,200.00
DOT Winchester Maintenance Facility	DOT	1/1/2019	\$518,800.00
Mansfield Town Hall	Town of Mansfield	6/30/2018	\$427,900.00

State of Connecticut
Department of Administrative Services (DAS) Contractor Prequalification
Update (Bid) Statement
(Statement to be included with the bid)

Elm Gym Eastford	Town of Eastford	11/30/2018	\$159,800.00
Cove Island Pavilion	Stamford, City of	1/1/2019	\$143,500.00
Windsor Safety Complex	Windsor, Town of	12/31/2018	\$634,000.00
Engineering II UCONN	UCONN	1/1/2019	\$419,100.00
Goodwin College CT River Academy	Downes	12/1/2020	\$217,000.00
Old Greenwich Elementary	Greenwich, Town of	12/31/2018	\$212,900.00
Vernon Center Middle School	Vernon, Town of	11/30/2018	\$1,692,900.00
Hartland School West Wing	Hartland, Town of	12/1/2020	\$1,089,000.00
Scofield Magnet Middle School	Stamford, City of	11/1/2020	\$374,800.00
Fine Arts II UCONN	UCONN	11/1/2020	\$554,000.00
Darien Central Office Public School	Darien Board of Education	11/1/2020	\$294,580.00
Carl E Allgrove Elementary School	East Grandby, Town of	1/1/2019	\$832,000.00
East Grandby Middle-High School	East Grandby, Town of	1/1/2019	\$2,601,000.00
Flanders Elementary School	East Lyme, Town of	11/1/2020	\$866,345.00
Wheeler Elementary School	Town of Plainville	11/1/2020	\$794,001.00
Crec Academy Aerospace & Engineering	Town of Rocky Hill	11/1/2020	\$856,531.00
Portland Fire Company	Town of Portland	11/1/2020	\$268,000.00
Hartland School Re-Roofing East Wing & Multi-Purpose room	Town of East Hartland	11/1/2020	\$550,000.00
Hanover Elementary	Town of Meriden	11/1/2020	\$1,048,000.00
Manchester Regional Academy	Town of Manchester	11/1/2020	\$506,900.00
Oxford Middle School	Town of Oxford	12/1/2020	\$646,650.00
Department of Motor Vehicles- Hamden Roof & HVAC	DAS	12/1/2020	\$688,976.55
Western Hills Golf Course	Town of Waterbury	12/1/2020	\$342,000.00
Jared Eliot Middle School	Town of Clinton	12/1/2020	\$416,100.00
Lewin Joel Elementary School	Town of Clinton	12/1/2020	\$1,188,091.33
Silver lane East Hartford	East Hartford	12/1/2020	\$161,344.00

PERSONNEL WHO WILL HAVE SUPERVISORY RESPONSIBILITY FOR THE PERFORMANCE OF THE CONTRACT BEING BID ON

Name	Title
Bruce M Raulukaitis	President

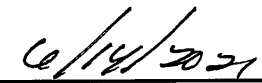
CHANGES IN YOUR COMPANY'S FINANCIAL CONDITION OR BUSINESS ORGANIZATION WHICH MIGHT AFFECT YOUR COMPANY'S ABILITY TO SUCCESSFULLY COMPLETE THIS CONTRACT

HAVE THERE BEEN ANY CHANGES? NO

IF YES, EXPLAIN

I CERTIFY UNDER PENALTY OF LAW THAT ALL OF THE INFORMATION CONTAINED IN THIS UPDATE (BID) STATEMENT IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AS OF THE DATE BELOW.


Signature


Date

It is the responsibility of the Awarding Authority to determine if any of the information provided above will impact the contractor's performance on this project.

The DAS' Contractor Prequalification Program can be reached at (860) 713-5280

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)

White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.

Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.

American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name The Imperial Company, Restoration Contractor, Inc. Street Address 261 Main Street City & State Cromwell, CT 06416 Chief Executive Bruce M. Raulukaitis	Bidder Federal Employer Identification Number 06-1617358 Or Social Security Number _____
Major Business Activity (brief description) Roofing & Restoration	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes <input checked="" type="checkbox"/> 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 is certified as above by State of CT Yes <input checked="" type="checkbox"/> No ___ SBE DAS
Bidder Parent Company (If any) N/A	
Other Locations in Ct. (If any) N/A	

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes <input checked="" type="checkbox"/> No ___	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes <input checked="" type="checkbox"/> No ___
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes <input checked="" type="checkbox"/> No ___	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes <input checked="" type="checkbox"/> No ___
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes <input checked="" type="checkbox"/> No ___	9. Does your company have a mandatory retirement age for all employees? Yes ___ No <input checked="" type="checkbox"/>
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes <input checked="" type="checkbox"/> No ___	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 <input checked="" type="checkbox"/>
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes ___ No <input checked="" type="checkbox"/>	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes <input checked="" type="checkbox"/> No ___ NA ___
6. Does your company have a collective bargaining agreement with workers? Yes <input checked="" type="checkbox"/> No ___ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes <input checked="" type="checkbox"/> No ___ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes <input checked="" type="checkbox"/> No ___	12. Does your company have a written affirmative action Plan? Yes <input checked="" type="checkbox"/> No ___ If no, please explain. 13. Is there a person in your company who is responsible for equal employment opportunity? Yes <input checked="" type="checkbox"/> No ___ If yes, give name and phone number. 860-632-2258 Amy Carpenter

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)

Plumbing Solutions
AFL Masonary

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?
Suppliers

Yes ☒ No ☐

PART IV - Bidder Employment Information

Date: 6/14/2021

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		5	2	1		2					
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support	2	1	1								
Bldg/ Grounds Cleaning/ Maintenance	28	10		2		16					
Construction & Extraction											
Installation, Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE	35	13	2	2		18					
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices	3	1		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 (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	X		100		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) President Bruce M. Raulukaitis	(Date Signed) 6/14/2021	(Telephone) 860-632-2258
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State of Connecticut

Department of Administrative Services

Supplier Diversity Program



This Certifies

The Imperial Company Restoration Contractor Inc.

261 Main Street Cromwell CT 06416-2302

As a

Small Business Enterprise

June 15, 2020 through June 15, 2022

Owner(s): Bruce Raukailis

Contact: Amy Carpenter

E-Mail: amyc@theimperialco.com

Telephone: 860-632-2258 Ext:

FAX: 860-632-2278

Web Address:

****Affiliate Companies:**

Meg Yetishelsky

Supplier Diversity Director

Stanley Kuntz

Supplier Diversity Specialist

** A contractor awarded a contract or a portion of a contract under the set-aside program shall not subcontract with any person(s) with whom the contractor is affiliated.

Trade References

Company	Contact Name	Phone Number
Nosal Builders	Joe Nosal	(860) 349 – 5674
PDS Engineering	Bill Jodice	(860) 242 – 8586
Enfield Builders	Rich Walsh	(860) 627 – 6870
Jacunski Humes Architects	Al Jacunski	(860) 828 – 9221
Hibbard & Rosa Architects	Tom Hibbard	(860) 961 – 2107
Regional School District 10	Dave Fortin	(860) 485 – 3316
Chief Financial Officer & Facilities Manager	David W. Mailbaum	(860) 635 – 6010

Supplier References

Company	Contact Name	Phone Number
Beacon Sales	Roberta Fiola	(888) 584 – 6883
Bradco Supply Corp.	Rich Mackenzie	(860) 527 – 7257
Allied Building Products	Stewart Staples	(860) 471 – 9834
Lincoln Equipment Assoc.	Mark	(781) 396 – 5967

Bank Reference

Citizens Bank
61 Shunpike Road Cromwell, CT 06416
(860) 613 -3957

Webster Bank - Amy
5 Coles Rd Cromwell, CT 06416
(860) 632-6620

Insurance Agent

Watts Group, LLC
860-231-7250

Bonding Company

Agies Security

Current Projects

Projects	Owner	Original Contract Amts	Owner's Rep	Architect	% Complete
East Hartford Senior Center	Town of East Hartford	416,100.00			90%
Groton Middle School	Town of Groton	1,358,500.00	O & G		85%
Tourtellotte Memorial High School Mary Fisher	Town of Thompson	1,855,000.00			0%

3,629,600.00

Completed Projects

Project	Owner	Original Contract Amt	Client & Contact Info	Architect	Completion Date
Silver Lane East Hartford	Town of East Hartford	161,344.00			100%
Western Hills Golf Course	Waterbury	342,000.00			100%
Jared Eliot Middle School	Town of Clinton	377,175.31			100%
Lewin Joel Elementary School	Town of Clinton	1,188,091.33			100%
Oxford Middle School	Town of Oxford	646,650.00	O & G		100%
Torrington Street	City of Torrington				
Windsor Poquonock Fire Station	Windsor				
Gilbert School					
CBP Maine					
Weaver High School	Downes/Newfield Construction	1,947,000.00		Amenta/E mma	98%
North Stonington	Downes Construction	1,721,000.00	NorthStonington		95%
Goodwin College CT River Academy	Goodwin College	217,000.00	Downes		99%
Hartland School West Wing	Hartland, Town of	1,089,000.00			93%
Fine Arts II UCONN	UCONN	374,800.00			84%
Wheeler	O&G Industries	778,600.00			98%
CREC Academy Aerospace & Engineering	Town of Rocky Hill	856,531.00	Downes Construction		81%
Darien Central Office Public School	Town of Darien	294,580.00			76%
Portland Fire Company #2	Town of Portland	268,000.00			2%
East Granby Middle High School	Town of East Granby	2,601,000.00	PM Resources		91%
Hartland East Wing	Town of Hartland	550,000.00			79%
Flanders Elementary School	Town of Old Lyme	866,345.00	O & G		97%
Hanover Elementary	Town of Meriden	1,048,000.00			75%
CCSU	Central CT State University	\$ 727,100.00	Downes Construction		100%

West Shore Middle School	Milford, City of	\$ 843,550.00	LaRosa Building Group, LLC	Silver Petrucelli & Associates	100%
Waddell Elementary School	Downes Construction	\$ 268,800.00		TSKP Studio	100%
DOT Waterford Maintenance Facility	DOT	\$ 279,200.00	DOT		100%
DOT Winchester Maintenance Facility	DOT	\$ 518,800.00	DOT		100%
Cove Island	Stamford	\$ 143,500.00			100%
Carl E Allgrove Elementary School	Town of East Granby	\$ 832,000.00	PM Resources		100%
Scofield Magnet Middle School	Stamford, City of	\$ 374,800.00			100%
Engineering II UCONN	UCONN	\$ 419,100.00	Connecticut		100%
Windor Saffey Complex	Windor, Town of	\$ 634,000.00			12/1/2018
Old Greenwich Elenary	Greenwich, Town of	\$ 212,900.00			12/1/2018
Vernon Center Middle School	Vernon, Town of	\$ 1,692,900.00			12/1/2018
Mansfield Town Hall	Mansfield, Town Hall	\$ 427,900.00			10/1/2018
Elim Gym Eastford	Eastford, Town of	\$ 159,800.00	Eastford, Town of		10/20218
Goodyear	Killingly, Town of	\$ 226,000.00	Killingly, Town of	Silver Petrucelli and Associates, Inc. Hibbard & Rosa	2/1/2018
East Windsor Roof Replacement	East Windsor, Town of	\$ 2,069,000.00	Tom Hibbard		2/1/2018
Danbury/Torrington	State of Connecticut Dept. of Administrative Services	\$ 848,125.00	State of Connecticut Dept. of Administrative Services	Tectom	1/1/2018
Liuna Training & Education	Liuna Training & Education Fund	\$ 287,000.00	Liuna Training & Education Fund		1/1/2018
SCSU	Southern CT State University	\$ 567,605.00	Southern CT State University	Warren A. Benassi, Geddis	1/1/2018
Bunnell	Stratford, City of	\$ 3,146,800.00	Brian Snyder	Architects Geddis	1/1/2018
Franklin	Stratford, City of	\$ 445,800.00	Brian Snyder	Architects Geddis	1/1/2018
Cherry Brook Roof Replacement	Canton, Town of	\$ 427,150.00	Al Jacunski	Humes	12/1/2017
Albert Solnit	State of Connecticut Dept. of Administrative Services	\$ 589,000.00	State of Connecticut Dept. of Administrative Services	Silver Petrucelli	1/1/2018
Milford, Town Hall	Milford Town of	\$ 143,600.00			12/1/2017
Salt Sheds	CT Department of Transportation	\$ 751,400.00	CT Department of Transportation		10/1/2017
Charter Oak	West Hartford, CT	\$ 1,294,444.00	Fusco	Eastman	Apr-17
US Coast Guard Academy	Sarazin	\$ 97,000.00	Sarazin		Apr-17
Department of Agriculture	State of Connecticut Dept. of Administrative Services	\$ 108,000.00	State of Connecticut Dept. of Administrative Services		Apr-17
West Middle School	Hartford, City of	\$ 1,025,200.00	Downes Construction	Smith Edwards	Jan-17
Putnam High School	Putnam, CT	\$ 1,892,000.00	O&G Industries	Rosane	Jan-17

Emmett O'Brien Technical High School	Ansonia, Town of	\$ 2,262,000.00	Fusco	Rosane	Jan-17
Church Street Elementary School	Hamden, Town of	\$ 205,000.00	Hamden, Town of	Companie	Jan-17
Windsor Locks Middle School	Windsor Locks, Town of	\$ 945,000.00	Windsor Locks, Town of		Jan-17
South County Hospital	South County Hospital	\$ 161,248.00	South County Hospital		Jan-17
Woodbury Firehouse	Woodbury, Town of	\$ 182,580.00	Woodbury, Town of	Hibbard & Rosa	Oct-16
East Haven DOT	CT Department of Transportation	331,700.00	CT Department of Transportation	Studio 401 Architects	Sep-16
Northeast School	Vernon, City of	1,073,780.00		Resources	Sep-16
Bethany Community School	Bethany, Town of	1,068,000.00	Bethany, Town of	Petrucelli	Sep-16
Hubbard School	Berlin, Town of	804,390.00	Berlin, Town of	Humes Silver	Sep-16
Andover School	Andover, City of	297,780.00	Andover, City of	Petrucelli and Associates	Sep-16
Engine Roof Replacement	Bridgeport, City of	404,000.00	Bridgeport, City of	, Inc.	Sep-16
Madison School	Madison, Town of	476,000.00	Madison, Town of		Sep-16
Groton Municipal Building	Groton, City of	273,485.00			Sep-16
New Haven Academy	New Haven, City of	498,645.00		BL Companies	Sep-16
Torrington Armory Building	Torrington, City of	87,400.00		Joseph S. Alicata Architect	Feb-16
Ludlow High School	Fairfield, CT	155,075.00	Gilbane Building Company	Perkins Eastman	Feb-16
Riverfield Elementary School	Fairfield, CT	555,000.00	Gilbane Building Company	Keneth Boroson	Feb-16
Rowayton Elementary School	Norwalk, City of	256,340.00	A. P. Construction Company	Architect Silver	Feb-16
SCSU New Academic Laboratory	Southern CT State University	386,208.00		Petrucelli and Associates	Oct-15
Crystal Lake Elementary	Ellington, Town of	645,300.00	FIP	, Inc.	Oct-15
Rogers Middle School	Danbury, City of	1,405,500.00	Enfield Builders	Centerbrook Architects and Planners	Oct-15
				Kaestle Boos Associates	
				, Inc.	
				Fuller and D'angelo	
				PC	

Joel Barlow High School	Redding, Town of		886,497.00	Newfield Construction	Hibbard & Rosa Architects Boos Associates, Inc.	Oct-15
JFK High School	Waterbury, City of		430,000.00		Boos Associates, Inc.	Oct-15
Mary E. Griswold	Kensington, Town of		1,074,915.00		Jacurski H Kaestle	Oct-15
					Boos Associates, Inc.	Oct-15
New Britain Stadium	New Britain, CT		343,500.00			Oct-15
Hartford Childrens Hospital	Hartford Hospital		675,000.00			Oct-15
Derby High School	City of Derby		3,444,772.57	Derby, City of	Derby, City of	Jan-15
Timberline Golf Course	Berlin, Town of		122,000.00		Humes	Jan-15
Waste Water Treatment	Danbury, City of		91,000.00	H. B. Fishman & Co., Inc.		Dec-14
Toop D	State of Connecticut		150,000.00	DAS	Consultant	Oct-14
Hartford Childrens Hospital	Hartford Hospital		656,191.40			Aug-14
East Shore Middle School Phase I	Milford, City of		748,159.00	Bismark		Aug-14
Middletown Area Transit	Middletown, City of		605,000.00	O&G Insustries		Aug-14
CREC Public Safety	CREC Schools		1,392,692.00	FIP		Aug-14
Madison Middle School	Trumbell, Town of		694,987.00	Trumbell, Town of		Aug-14
Cheshire High School	Cheshire, Town of		197,700.00	Public Works Department		Aug-14
East Shore Middle School Phase II	Milford, City of		782,200.00	Bismark	Boos	Aug-14
Madison Middle School	Trumbell, Town of		694,987.00	Trumbell, Town of	Assocaites	Aug-14
East Farms Middle School	Farmington, CT		739,700.00		Jacurski H	Aug-14
Danbury	Danbury, City of		212,270.00	H. B. Fishman & Co., Inc.	H. B. Fishma	May-14
Storrs Intermodal Transit Center	UCONN		87,000.00	UCONN		May-14
Nitrification Buildings A and B	Danbury, City of		385,200.00	H. B. Fishman & Co., Inc.	H. B. Fishma	Mar-14
North Haven Fire House Company 1	North Haven, City of		151,000.00	Downes Construction		May-14
Epoch Arts	Town of East Hampton		215,800.00	Cimpany, LLC, P.O. Box 727-	Anchor Silver	Mar-14
Canton Library	Town of Canton		397,455.00		Petrucelli	Mar-14
North Haven Fire House Company 2	North Haven, City of		43,000.00	Downes Construction		Oct-13
CREC International	CREC Schools		778,702.00	Cutter Enterprise		Oct-13
Darien Public Schools	Darien, Town of		492,200.00	Darien	Petrucelli	Oct-13
Moore Field House Southern	Southern		605,866.00	Southern	Consultant	Oct-13
Parker Farms Elementary Wallingford	Town of Wallingford		1,007,572.00	S/L/A/M Collaborative	Petrucelli	Oct-13
Waterbury Fire House	City of Waterbury		66,083.00	Waterbury		Oct-13
Highland Elementary School Wallingford	Town of Wallingford		992,000.00	S/L/A/M Collaborative	Petrucelli	Sep-13
East Rock School	New Haven CT		964,000.00	R2D Cromwell, Ct	Newman	Aug-13
Diloreto Magnet School	New Britain, Ct		370,000.00	Salce Contracting Associates	Boos	May-13

GBT	Greater	GBT Bridgeport	1,068,752.00	GBT	Wendel	May-13
Cromwell Childrens Home	60	Cromwell Childrens Home	409,000.00	Cromwell Childrens Home	Jacunski H	Mar-13
Bridgeport Correction		Bridgeport, CT	86,000.00	Rizzio Construction		
Park Hill ESWHA		East Windsor Housing Authority	485,765.00	L. Wagner & Associates	J. Associat	December-12
Department of Environmental Protection		State of Ct DPW	814,839.53		Rosa	October-12
Rosary Towers		Holyoke Housing Authority	158,000.00	Tighe & Bond	Bond	October-12
Laurel School		Town of Bloomfield	694,144.00	O&G Industries	Lawrence	October-12
Dag Hammarskjold Middle School		Town of Wallingford	1,055,000.00	S/L/A/M Collaborative	Petrucelli	September-12
Ansonia Administrative Building		Town of Ansonia	110,464.00	Town of Ansonia	Hibbard & F	September-12
Pendergast School		Town of Ansonia	1,048,336.00	Town of Ansonia	Hibbard & F	August-12
Hartford, Ct.		Hartford School	1,337,000.00	Program Management	Hibbard & F	August-12
Hebron Elementary School 92 Church Street		Town of Hebron	188,950.00	BL Companies	BL	Feb-12
Silas Bronzon Library (2)		City Of Waterbury	91,000.00	Waterbury development		Feb-12
Central Fire Head Quarters Wallingford, Ct		Town of Wallingford	129,517.00			Feb-12
NorthStreet School		Town of Windsor Locks	1,075,000.00	Steven Mills Facilities		Aug-11
Farnham School/Southern CT State		Southern CT State University	69,000.00	W.J. Mountford	Architects	Sep-12
Burlington, CT		Regional School District #10	910,000.00	David Forbes 860-485-3316		Sep-11
Harwinton Consolidated 115 Litchfield Rd		Regional School District #10	1,289,000.00	David Forbes 860-485-3316		Aug-11
Torrington Police Department 576 Main		Torrington, Ct	187,000.00	Architects,LLC	Humes	Aug-11
Sprague Elementary School 1443 Thomaston		Waterbury, City of	245,000.00	Margaret Cherubini		Aug-11
Hampton Elementary School 380 Main Street		Hampton, CT	448,000.00		Hibbard & F	Aug-11
Farmington High School 1 Monteith		Town Of Farmington	89,000.00	Town of Farmington	Jacunski H	Jul-11
Cromwell Childrens Home	60	Cromwell Childrens Home	325,366.00	Cromwell Childrens Home	Jacunski H	Jul-11
Fire House # 5		East Hartford, Ct.	130,528.00	The Whiting-Turner		Jul-11
Metacomet School 185 School Street		Town of Bloomfield	310,798.00	O&G Industries	The	Jul-11
South Central CT Regional Water Authority		South Central CT Regional Water	278,400.00	South Central CT Regional		Jul-11
Uncas on Thames TVCCA 401 West		State of Connecticut	290,000.00	State of Connecticut	Hibbard & F	Jul-11
Latino Academy Burns School		Hartford, City of	129,647.00	Downes Construction	Tecton Arc	Aug-11
Hartford CT Trade Shop		State of Connecticut	121,000.00	State of Connecticut	Hibbard & F	Jul-11
Hayden Fire Station		Windsor, Town of	123,518.90	Enfield Builders		Oct-10
Sharon School		Town of Sharon	179,000.00	Town of Sharon		Sep-10
Kent Apartments		Hartford Housing Authority	148,000.00	Hartford Housing Authority	Quisenber	Aug-11
Central School		Brough Of Naugatuck	600,000.00	Brough Of Naugatuck	Kastle Boos	Aug-11
Andrew School		Brough Of Naugatuck	730,000.00	Brough Of Naugatuck	Kastle Boos	Dec-11
Noah Wallace School Farmington		Town Of Farmington	145,000.00	Town of Farmington	Jacunski H	Dec-11
Waterbury Hospital		Waterbury Hospital	82,000.00	Waterbury Hospital		Oct-11
Waterbury Hospital		Waterbury Hospital	76,000.00	Waterbury Hospital		Aug-10
Ansonia Waste Water Fac		City of Ansonia	169,000.00	CH Nickerson & Company	Camp	Jan-10
Waterbury Hospital		Waterbury Hospital	76,000.00	Waterbury Hospital		Jan-10
Ferguson Library		Ferguson Library	377,000.00	The Fisher Group		Jan-10

Quinnipiac Dining Hall	Quinnipiac University	572,000.00	Banton Construction		Jan-10
New Haven Rail Yard - Masonry	State of CT DOT	36,233.00	PDS Engineering	PB America	Jan-10
New Haven Rail Yard - Roofing	State of CT DOT	146,433.00	PDS Engineering	PB America	Jan-10
Gaillard WTP Gable Roof Add.	Regional Water Authority	139,000.00	Regional Water Authority		Jan-10
Regional Vocational Aquaculture	City of Bridgeport	932,917.00	Bismark Construction	Kaestle Bo	Dec-09
Forensic Science Lab	CT Dept of Public Works	139,000.00	The Nutmeg Companies	Tecton	Nov-09
Dorsey Building	Norwich Housing Authority	110,000.00	Charles Whitty with the	David	Nov-09
Burnham Elementary School	Regional School District 12	133,000.00	Regional School District 12	Silver Petr	Sep-09
John Lyman Elementary School	Regional School District 13	716,000.00	Regional School District 13	Pustola & A	Sep-09
Great Plains Hwy Main. Fac.	State of CT DOT	100,000.00	The Nutmeg Companies		Aug-09
Ocean Beach Bath House & Maint Facility -	City of New London	384,000.00	Michael Coleman with the	Lindsay	Aug-09
Courthouse	Judicial Branch	106,630.00	Judicial Branch - Jerry Rucci		Aug-09
CREC Soundbridge School	Capitol Region Education	172,000.00	Cutter Enterprises	Quisenber	Aug-09
Amity Plaza Phase II	Wellmakara c/o	377,520.00	The Fisher Group	The Fisher	Jun-09
Plantsville Elementary School	Town of Southington	275,000.00	WJ Mountford	Fletcher	Jun-09
CT Childrens Place	CT Dept of Public Works	120,000.00	ACMAT Corporation	Bianco,	May-09
Waterbury Firehouse #4	City of Waterbury	120,000.00	Nosal Builders	DeCarlo &	Apr-09
Court Street Fire Station	Cromwell Fire District	13,200.00	Conn-Strux, Inc.	Jacunski H	Mar-09
Lower Level Renovations	Dept of Public Works	12,000.00	Mazzarella Builders, Inc.	Bianco,	Dec-08
Community Cultural Center	Town of East Hartford	96,500.00	Jack Martin with owner	Capital Stu	Dec-08
Brainard Airport	Dept of Public Works	255,000.00	PDS Engineering	Antinozzi A	Nov-08
Ferguson Library Repair	Ferguson Library	6,000.00	The Fisher Group		Nov-08
Terryville Public Library	Town of Plymouth	89,430.00	Anthony A. Lorenzetti, P.E.	BL Compai	Nov-08
New Britain YWCA	New Britain YWCA	73,250.00	Robin Sharp with owner	Kaestle Bo	Nov-08
Higginum Town Garage	Town of Haddam	29,745.00	Town of Haddam		Oct-08
Amity Plaza	Wellmakara c/o The Acre Group	154,200.00	The Fisher Group		Oct-08
Guilford Library	Town of Guilford	268,500.00	Enfield Builders	Tuthill & W	Sep-08
Reg. Water Pollution Cntrl Fac	City of New London	379,800.00	Frank Morelli Public Utilities	In house	Sep-08
Enfield Village School	Enfield Village School	97,000.00	Barry Laraway (603) 632-4231		Jul-08
Highland Park School	Manchester Board of Ed	60,250.00	Keith Epstein with owner	Robert A. L	Jun-08
US Coast Guard Chase Annex E	US Government	190,000.00	The Nutmeg Companies	US Coast	May-08
Town Yard Building #4	City of Stamford	34,200.00	Stamford Purchasing Dept	Preiss Brei	May-08
Glenbrook Towers	Glenbrook Towers Condominium	3,800.00	The Fisher Group		May-08
Veterans Memorial Hall	Town of East Hartford	36,000.00	Jack Martin w/owner	Capital Suc	Apr-08
Derby Senior Center	City of Derby	84,409.00	Sheila O'Malley	DeCarlo &	Mar-08
Rosenthal Gardens	Kirkham Mutual Housing	32,137.00	A. Secondino & Son	Bernard J.	Feb-08
Upper Albany Plaza	Albany Realty	113,173.00	The Fisher Group		Dec-07
Winthrop House	Winthrop House Association	1,595,845.00	The Property Group (Roberto)	Noyes Vogl	Dec-07
Bureau of Water	City of Waterbury	38,000.00	Bureau of Water		Dec-07
West Hartford Town Hall	Town of West Hartford	103,744.00	Town of West Hartford	Friar Assoc	Nov-07

Dondero School	Kenneth Linchey	267,000.00	The Garland Company		Nov-07
Middletown Water & Sewer	City of Middletown	87,000.00	Water & Sewer Dept	Hibbard & P	Oct-07
Cromwell Automotive	Cromwell Automotive	300,000.00	Cromwell Automotive	Hibbard & P	Oct-07
Old Saybrook Middle School	Town of Old Saybrook	120,000.00	Kronenberg & Sons, Inc.	Bianco, Gid	Sep-07
BSL Laboratories	State of CT	97,000.00	The Nutmeg Companies	FLAD & As	Sep-07
Natchaug School	Windham Public Schools	6,900.00	Garland Company	N/A	Sep-07
Uconn Avery Point	University of CT	5,850.00	ACMAT Corporation		Aug-07
Cheshire Fire House	Town of Cheshire	45,000.00	Nosal Builders (860) 347-5674	Silver	Jul-07
Belitown Fire Department	City of Stamford	112,084.00	City of Stamford	George Toi	Jul-07
Suffield Farm	Friends at Hilltop Farm, Inc.	139,950.00	Kronenberg & Sons, Inc.	Michael Ro	Jun-07
Southbury Senior Center	Town of Southbury	242,100.00	Lupachino & Salvatore	Silver Petru	Jun-07
Canata Farm	Michael Canata	60,000.00	Mike Canata	N/A	May-07
Crossroads Cathedral	Crossroad Cathedral	178,022.00	PDS Engineering	Moser Piliot	May-07
Lakeside Renovations	University of CT	186,088.00	Lupachino & Salvatore	Dehar Assd	May-07
St. Sebastian Church Rectory	St. Sebastian Church	31,481.00	Kronenberg & Sons, Inc.	Hoffman Al	May-07
St. Sebastian Church	St. Sebastian Church	32,010.00	Kronenberg & Sons, Inc.	Hoffman Al	Apr-07
Pizza Plus	Pizza Plus	14,000.00	Pizza Plus	N/A	Apr-07
AHEPA 58 (Elderly Housing)	AHEPA 58, Inc.	53,000.00	The Nutmeg Companies	Peter Argird	Mar-07
New Hartford Elementary School	Town of New Hartford	64,446.00	The Nutmeg Companies	Natale &	Dec-06
Belltown Manor	New Neighborhoods, Inc.	88,751.00	New Neighborhoods, Inc.	Preiss Breit	Dec-06
Lebanon Middle School	Town of Lebanon	995,000.00	Lupachino & Salvatore	Oak Park	Dec-06
Enfield Bank	Enfield Bank	73,100.00	Delta Building	Delta	Nov-06
Quirk Middle School	City of Hartford	12,490.00	Lupachino & Salvatore	Tai Su Kim	Oct-06
Mystic Pedestrian Walkway	State of CT	42,460.00	The Nutmeg Companies	Noyes	Oct-06
Bristol Library	City of Bristol	229,000.00	WJ Mountford	Tuthill & W	Oct-06
Mabelle Avery Middle School	Town of Somers	182,500.00	Enfield Builders	Moser Piliot	Sep-06
Redding Middle School	Town of Redding	121,277.00	Town of Redding	N/A	Sep-06
Windham Water Pollution	Town of Windham	61,350.00	Town of Windham	N/A	Sep-06
Bunker Hill School	City of Waterbury	36,450.00	Kronenberg & Sons	Schoenhar	Aug-06
Fairfield Recreation Department	Town of Fairfield	19,500.00	Town of Fairfield	N/A	Aug-06
Rockingham County Jail	County Engineering and	213,000.00	Rockingham County	N/A	Jun-06
Lebanon Elementary School	Town of Lebanon	624,983.00	Lupachino & Salvatore	Oak Park A	Jun-06
Arby's	Arby's	16,566.00	Hartland Development Corp	L. Brown Pl	May-06
Bishop's Corner Senior Center	Town of West Hartford	28,760.00	Kronenberg & Sons	Silver Petru	Apr-06
Camp Courant	Camp Courant, Inc.	4,200.00	Lupachino & Salvatore	DuBose As	Apr-06
Brixton Street	Town of West Hartford	5,800.00	Lupachino & Salvatore	Oak Park A	Apr-06
Durham Town Hall	Town of Durham	22,588.00	ACMAT Corporation	Quisenberri	Feb-06
St. Paul Travelers	St. Paul Travelers	9,300.00	Lupachino & Salvatore	Al Architect	Feb-06
New Hartford Elementary School	Town of New Hartford	64,446.00	The Nutmeg Companies	Natale &	Jan-06
Lebanon Elementary School	Town of Lebanon	624,983.00	Lupachino & Salvatore	Oak Park	Jan-06

Old Kmart Plaza	E H & N Construction	360,740.00	E H & N Construction		Oct-05
CIBA	East Hartford Public Schools	24,494.00	Lupachino & Salvatore	N/A	Mar-05
Wethersfield Town Hall	Town of Wethersfield	29,000.00	The Nutmeg Companies	Tuthill & W	May-05
East Hartford High School	Town of East Hartford	468,780.00	LaRosa Building Group	Natale &	May-05
Goodwin Library	City of Hartford	86,000.00	Lupachino & Salvatore	The Garland	Dec-04
Wethersfield Nature Center	Town of Wethersfield	49,465.00	LTC Construction		Nov-04
Southwestern VT Hospital	Southwestern VT Hospital	220,000.00	SW VT Medical Center	Garland Co	Nov-04
Orange Avenue School	City of Milford	148,000.00	Jachimowski Construction	Silver Petru	Sep-04
Gray Lodge Women's Shelter	Gray Lodge Wome's Shelter	45,660.00	Lupachino & Salvatore	Smith Edwa	Aug-04
Baccalaureate School	Town of East Hartford	375,000.00	Lupachino & Salvatore	FLB Archite	Jun-04
Somers Elementary School	Town of Somers	91,500.00	Enfield Builders	Moser Pitor	Jun-04
Holy Apostles College	Holy Apostles College	1,100,000.00	Holy Apostles College	Tai Su Kim	Apr-04
Cromwell, CT			Father Mosey (860) 635-2127		
The Arc	Town of Southington	82,160.00	The ARC		Feb-04
Southington, CT					
Remington Rand Building	Remington Rand	47,500.00	Sam Rodriguez Architects	Sam Rodrig	Jan-04
Middletown, CT					
Guilford Fire House		71,000.00			Dec-03
Guilford, CT					
Milford Senior Center	City of Milford	165,262.00	Encon Construction		Nov-03
Milford, CT					
Lozada Jewlers	Lozada Jewlers	31,500.00			Nov-03
Walnut Hill Cooperative		195,985.00	MCC Construction		Jun-03
New Britain, CT					
Westside Pool & Bath House	Manchester Public Schools	31,465.50	Lupachino & Salvatore		Apr-03
Manchester, CT			Steve Salvatore (860)243-1751		
Greif Brothers Corp	Greif Brothers Corp	100,000.00	Warner Robinson with owner		Feb-03
Windsor Locks, CT			(860) 623-2641		
Korn Elementary School	Town of Durham	80,000.00	LaRosa Building Group		Feb-03
Durham, CT			Gary Broderick (203) 235-1770		
DOT Higganum	Town of Haddam	83,000.00	Mazarella Builders		
Higganum, CT			Jim Mazarella (860) 828-7663		

****100% of work performed by our own forces****

***** All projects were roofing repairs, replacements, or new*****

THE CITY OF WATERBURY
GENERALI SCHOOL ROOF REPLACEMENT
PROJECT 1511-0306RR

SECTION 00500

TECHNICAL SPECIFICATIONS

SECTION 01 10 00
GENERAL REQUIREMENTS

1.1 GENERAL SCOPE:

- A. The General Conditions, Supplementary General Conditions, Supplementary Instructions to Bidders, and all other parts set forth in Part 1 of the Specifications are hereby made a part hereof unless specifically accepted.

1.2 QUALIFICATIONS:

- A. The Contractor shall have been regularly engaged in construction and the installation and fabrication of the type work set forth in the Contract Documents for a period of not less than five (5) years prior to the Bid date set forth in the Contract Documents.
- B. The Contractor shall have adequate Plant & Equipment facilities for the proper performance of the work set forth in the Contract Documents, and all such Plant & Equipment facilities shall be subject to the approval of the Owner.
- C. The Owner shall be the sole judge and shall have the final privilege to approve or disapprove the qualifications of the Contractor, and to approve or disapprove his Plant & Equipment facilities available to perform the work required by the Contract Documents.

1.3 EXAMINATION OF SITE:

- A. The Contractor is required to attend the Pre-Bid meeting and to fully acquaint himself with the Site and with the existing conditions, so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the Contract. The failure of the Contractor to visit the Site and acquaint himself with the conditions there existing in connection with the existing Site conditions, shall in no way relieve the Contractor from any obligations with respect to the work included in the Contract. The submission of a Bid by the Contractor shall be taken as prima facie evidence of compliance with this Section.
- B. The Contractor shall include in his Bid, all costs for the full completion of all work under the Contract as indicated on the Drawings and specified in the Specifications, including all items of work required and necessary due to existing conditions encountered in-the-field during the process of performing the work; all costs in connection with encountered existing conditions shall be performed by the Contractor at no additional cost to the Owner.

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1.4 INSPECTIONS:

- A. The Contractor shall be responsible for the proper inspection of his work during its installation by his workmen, his sub-contractors, all lawful authorities, other workmen which may be engaged by the Owner, and the Contractor shall obtain and pay for all necessary permits, fees, and other requirements.
- B. The Contractor shall comply with all laws relative to persons employed by him or his sub-contractors.

1.5 INTENT:

- A. It is the intention of the Drawings and Specifications that all work shall be fully completed, tested, and placed into final operation for the use intended. All materials, equipment, apparatus, appliance workmanship, etc., shall be new and of first-class quality.
- B. Any apparatus, appliance, material, or work not indicated on the drawings but mentioned in the Specifications, or vice versa, or all miscellaneous materials and workmanship not indicated on the Drawings or mentioned in the Specifications but necessary and required by the Owner to make the work complete and finished in all respects and made ready for use intended by the Owner, even if not particularly specified in the Drawings and Specifications, shall be provided by the Contractor without additional cost to the Owner.

1.6 APPROVAL OF MATERIALS:

- A. The materials, workmanship, design, and arrangement of all work installed under the Contract shall be subject to the approval of the Architect.
- B. Within twenty-one (21) days after the Notice to Proceed with the work has been issued to the Contractor, and prior to the submission of any shop drawings for approval, the Contractor shall submit to the Architect for approval, a complete list of Manufacturers of all equipment and materials proposed for use in the work. No approvals will be rendered by the Architect on any shop drawing submitted before the complete "List of Manufactures" is approved. Any item of equipment or materials not submitted for approval on the "List of Manufacturers" within the twenty-one (21) day period will not be approved unless it shall be of the exact make and characteristic specified in the Contract Documents.

1.7 SHOP DRAWINGS:

- A. Prior to delivery to the job site, but sufficiently in advance of requirements necessary to allow the Architect ample time for review, the Contractor shall submit for review four (4) copies each of shop drawings of all equipment, materials, tapered insulation, roofing materials, fixtures, equipment, etc., and further shall obtain review approval for same from the Architect before installing any of the same in the work of the Project.

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- B. The review shall be only for general conformance with the design concept and general compliance with the information given in the Contract Documents. It shall not include review of quantities, dimensions, weights or gauges, fabrication processes, construction methods, etc., all of which shall be the sole responsibility of the Contractor. The Contractor shall not be relieved from furnishing materials or work as may be required for the completion of all items of work intended by the Owner.
- C. Prior to submission of shop drawings, the Contractor shall thoroughly check each shop drawing and shall reject those not conforming to the Contract Documents, and he shall indicate by his signature thereon that the shop drawings submitted in his opinion meet the full requirements of the Contract Documents. The requirements herein for shop drawings shall be in addition to the requirements set forth in the General Conditions.

1.8 PRE-CONSTRUCTION MEETING:

- A. The Contractor shall schedule a Pre-Construction meeting with the Owner, Architect, building staff and all other interested parties to review the project and scope of work. The Pre-Construction meeting will be scheduled after the notice of award and prior to the start of any work. The Pre-Construction meeting will be held at the site and will at a minimum include the following:
 - 1. Review scope of work.
 - 2. Review project logistics including but not limited to; site access, storage of materials, removal of debris, interruptions to building operations.
 - 3. Working hours.
 - 4. Contractor's personnel who will have access to the building interior.
 - 5. Staff points of contact.
- B. The Architect will prepare and distribute minutes of the meeting.

1.9 SHUTDOWNS:

- A. The temporary shutdown by the Contractor of the existing systems, construction, equipment, etc., shall be performed at such time as shall be agreed to by the Owner.
- B. The Owner shall be notified of estimated duration of the shutdown period at least two (2) days in advance of the date the work is to be performed. The maximum duration of any shut down shall not exceed two (2) hours.
- C. Work shall be arranged for continuous performance, including overtime periods if so required to assure that existing operating services, equipment, passageways, construction, etc., shall be shut down only during the time actually required to make necessary connections.

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1.10 RENOVATION WORK:

- A. The Contractor shall disconnect, remove, relocate, replace, reconnect, rebuild, reconstruct, etc., all encountered existing equipment, materials, piping, wiring, electrical systems, heating systems, plumbing systems, and all other items of existing construction, including all site improvements such as lawns, curbs, walks, etc., encountered during the performance of the work under the Contract.
- B. The Contractor shall construct, build, re-construct, rebuild, and restore and replace to its original condition or with new and/or existing similar materials, all items of surface and subsurface construction which has been interrupted, changed, or altered in any way by and during the performance of the work under the Contract.

1.11 WORK SCHEDULE:

- A. The Contractor shall submit a Work Schedule for approval by the Owner which shall set forth the date and time for each area and/or phase of site work, the commencement of any work under the contract. The Contractor shall schedule his work so that the installation of new work shall be fully completed as soon as possible. The Contractor shall prepare the Work Schedule in accordance with the limits of Contract Time set forth in the Contract Documents.
- B. The Contractor shall schedule his work in a manner to provide not less than three (3) days written notice to the City of Waterbury to the performance of work under the contract. The Contractor shall take precautions to insure all walkways and entrances/exits remain clear and unobstructed for use by the occupants. The Contractor shall conform to the Work Schedule approved by the owner.
- C. The Contractor shall coordinate all aspects of the roof replacement work with any mechanical upgrades/improvement work.

1.12 OCCUPANCY OF BUILDING:

- A. Attention is directed to the fact that the Building(s) on the site will be continuously occupied throughout the period required for the Contractor to perform the work set forth in the Contract Documents. The Contractor shall limit the hours of work from 6:00 AM to 7:00 PM local time.
- B. The Contractor shall perform his work in a manner, form, schedule, and sequence, so that the normal occupancy of the Buildings on the site shall be maintained in continuous operation without causing any undue inconvenience or interruption to the safety, use, and function of the Buildings by the occupants.

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1.13 CODES AND REGULATIONS:

- A. The Contractor shall comply with all codes and regulations of the local Municipality, the State of Connecticut, all Utility Companies, Telephone company, Cable company and all other governing Agencies having jurisdiction over the project.
- B. The Contractor shall, prior to the acceptance of all work by the Owner, furnish written proof of the acceptance of all work by the local Municipality, the Utility Companies, the State of Connecticut, City of Waterbury and all other governing agencies having jurisdiction over the Project.
- C. The Contractor shall pay for all fees in connection with the installation of the work and he shall pay for all fees charged by the local Municipality, by Utility Companies, and all other governing Agencies having jurisdiction over the Project.

1.14 EXISTING IMPROVEMENTS:

- A. Maintain in operating condition, all active utilities, driveways, streets, parking areas, sidewalks, lighting systems, electric services, plumbing systems, heating systems, telephone systems, cable systems, fire alarm systems, and all other active utilities and improvements.
- B. The Contractor shall make interruptions to the existing systems only when necessary and shall maintain interruptions to the existing systems to an absolute minimum and only upon approval by the owner, and he shall provide the Owner with complete information as to the time, location, sequence and length of each system interruption. Unless otherwise permitted by the owner, the Contractor shall maintain continuous service of all existing and new system or systems at all times to all adjacent tenant occupied buildings and areas.
- C. Maintain vehicular traffic through streets as per local Municipality requirements; do not completely block passage of vehicles and maintain at all times open traffic lanes for access by all types of vehicular traffic. Provide temporary barricades, enclosures, separators, signs, etc., as may be required for streets, sidewalks, vehicles, pedestrians, and other type traffic. The Contractor shall comply with all rules, regulations, and laws governing the work and for the continued customary use of the Buildings and all areas of the Project Site.

1.15 SAMPLES:

- A. When so requested by the Owner and prior to commencement of work under the Contract, the Contractor shall submit samples for review and approval by the Owner. The Contractor shall deliver the samples to the office of the Owner or to such other location stipulated by the Owner, and the samples shall be complete with not less than four (4) copies of the Manufacturer's literature, printed data, etc.

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- B. The Owner, shall be the sole judge and shall have the final privilege to approve, disapprove, or reject samples submitted by the Contractor.
- C. The Contractor shall furnish affidavits certifying that materials used in the Project comply with the Specifications. Affidavits shall be in the form and manner approved by the Architect; submitted in duplicate, properly executed, signed as required for each item of material used in the performance of the Contract.

1.16 SLEEVES, ETC.:

- A. The Contractor shall provide and shall be held responsible for the location of and maintaining in proper position, all sleeves, inserts, anchor bolts, openings, holes, etc., required for the work.
- B. All sleeves shall have an internal diameter of one (1) inch larger than the outside diameter of the pipe, conduit, raceway, duct, etc., passing through the construction.
- C. Sleeves through outside exposed to the weather construction shall be of Schedule 40 galvanized steel pipe. Sleeves through interior partitions of non-masonry construction shall be of not less than No. 22 gauge galvanized sheet steel. All sleeves shall be set flush with the finished surfaces of floors, roofs, walls, partitions, etc.
- D. The space between the sleeve and the pipe (both interior and exterior sleeves) shall be packed with non-staining Ethafoam plastic rope, and shall be surface caulked with a waterproof sealant meeting the approval of the Architect. Provide all sleeves located in exposed to view areas with escutcheon plates.

1.17 ESCUTCHEONS:

- A. Where exposed to view pipes, conduits, sleeves, etc., pass through floors, walls, partitions, ceilings, etc., they shall be fitted with neat, heavy spun or stamped escutcheon plates firmly secured to the pipes, conduits, etc. All escutcheon plates shall be of sufficient outside diameter to amply cover the sleeve openings. All escutcheon plates shall be non-ferrous metal and shall be chrome plated.

1.18 SCAFFOLDING, RIGGING, HOISTING EQUIPMENT, ETC.:

- A. The Contractor shall provide and remove when no longer necessary, all scaffolding, rigging, hoisting equipment, temporary coverings, and other service necessary for the performance of all work under the Contract.
- B. Install and remove all temporary coverings and leave all existing construction neat, clean, and free of all debris.

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1.19 CLEANING, REMOVAL OF DEBRIS:

- A. The Contractor shall periodically or as directed during the progress of the work, remove and properly dispose of all debris, and shall keep the premises clean and clear of all obstructions. Upon completion of the work, he shall remove all temporary construction, facilities and materials, and shall leave the Building and the Project Site in a neat and clean condition.
- B. All debris due to removal and installation of new work shall be removed daily from the job Site by the Contractor. All dumpsters shall be removed at the end of each work week.

1.20 RENOVATIONS TO EXISTING CONSTRUCTION:

- A. All changes, additions, alterations, renovations, deletions, removal, replacements, reconstruction, etc., which are necessary and required for the installation of new work shall be included in the Contract. The items of work throughout the various Divisions of the Contract Documents shall be coordinated under this Division of the work to the extent that all alterations, changes, additions, deletions, reconstruction, replacements, etc., to the existing construction work shall be fully completed for the use intended by the Owner, and all such work shall be performed by the Contractor at no additional cost to the Owner.
- B. The Contractor shall remove, replace, reconstruct, reduce, enlarge, alter, cut, patch, repair, drill, cover, etc., all existing items of work. Include all site improvements, general construction, mechanical construction, electrical work, heating and ventilating work, plumbing systems, fire alarm systems, telephone systems, cable systems etc., which have been damaged or disturbed by and during the performance of the work under the Contract, and all of which shall be restore to their original condition and use by the Contractor at no additional cost to the Contract.
- C. Exercise proper care in the removal of existing construction so that structural stability of the existing construction will not be impaired; protect existing construction from damage and take all necessary precautions to avoid undue damage to all finishes.
- D. All existing construction shall be patched, adjusted and repaired using similar materials to match the original condition and construction insofar as possible. Patch and repair walls, floors, roofs, ceilings, concrete and brick work, and all other existing finishes and construction.
- E. All penetrations through floors, ceilings, walls, etc., shall be properly sealed (and fire rated where required) with proper non-combustible sealant materials.

1.21 CASH ALLOWANCE & UNIT PRICES:

- A. The Contractor shall include in the Contract Sum, all allowances and Unit Price set forth in the Contract Documents, and he shall perform the work with his own personnel or by other sub-contractors engaged by him within the amounts set forth in the Contract Documents.

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- B. The Contractor accepts and declares that the Contract Sum includes all amounts for expenses and profit on account of the Cash Allowance and Unit Prices set forth in the Contract Documents; no demand by the Contractor for expenses or profit other than the amount set forth Cash Allowances and the Unit Prices shall be allowed to the Contractor.
- C. Unless specified otherwise in the Contract Documents, the Owner reserves the right to select and approve the materials, equipment, method of performance and installation, for which the Cash Allowances and Unit Prices are specified.
- D. The approved selected Sub-Contractor or other personnel selected to perform the work herein stated, shall assume the status of a Sub-Contractor under the Contractor, and he Documents. The Contractor shall not be required to employ for any such work included under the Cash Allowances and Unit Prices, persons against whom he has a reasonable objection.

1.22 CO-ORDINATION OF WORK WITH OTHERS:

- A. Attention is directed to the fact that the Owner may award a separate Contract or Contracts for various items of work throughout the Project.
- B. The Contractor shall coordinate his work with the Contractors or Contractor engaged by the Owner so that each and all Contractors performing work for the Owner shall share equally in the advantages and disadvantages of performing the work under their various Contracts.
- C. Each Contractor shall notify and shall coordinate all items of work with each other individual Contractor. Coordinate temporary interruptions to the heating system, shutdowns, temporary connections and services, removal and replacements of existing work, installation of new work, and all other items for work, so that the combined effort of all Contractors or Contractor will produce the full completion of the Owner intended work set forth under the Contract.

1.23 MISCELLANEOUS CUTTING, PATCHING, ETC.:

- A. The Contractor shall perform all items of concrete work, masonry work, carpentry work, mechanical work, electrical work, and all other type construction due to the installation of work under the Contract.
- B. During the performance of miscellaneous cutting, patching etc., the Contractor shall maintain all operational heating and plumbing lines, electrical lines, service lines, and all other necessary services in operating condition during the performance of work required by the Contract. The Contractor shall maintain all required services to each occupied area, so that all areas shall be habitable and can be occupied for normal customary use by the occupants. Provide all temporary connections, construction, supports, etc. required, and all such work shall be completely removed when no longer required.

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1.24 INTERPRETATION OF DRAWINGS & SPECIFICATIONS:

- A. Any questions or disagreements arising as to the true intent of this specification or the Drawings, or the kind and quality of work required thereby, shall be decided by the Architect, whose interpretations thereof shall be final, conclusive, and binding on all parties.
- B. In the case of any discrepancies between Drawings and Specifications, or within either document itself, the better quality, greater quantity or more costly work shall be included in the Contract Price, and shall be furnished and installed in the performance of the required work.
- C. In the case of any discrepancies between Part 1 and part 2 of the Specification Manual, the requirements as specified in Part 2 of the Specification Manual shall prevail.

1.25 APPROVAL:

- A. The materials, workmanship, design and arrangement of all work installed under the Contract shall be subject to the approval of the Architect. If material or equipment is installed before it is approved, the Contractor shall be liable for the removal and replacement, at no extra cost to the Owner, if, in the opinion of the Architect, the material or equipment does not meet the intent of the Drawings and Specifications.

1.26 SUBSTITUTIONS:

- A. Substitutions of equipment or materials other than those indicated on the Drawings or in the Specifications, shall be confined to only those manufacturer's listed, or those otherwise indicated, and may be made only upon written approval from the Architect.
- B. The Contractor shall submit his substitution for approval before releasing order for fabrication and/or shipment. Submittal will be forwarded with a letter of transmittal or cover letter listing all items for approval. The Architect reserves the right to disapprove such substitution, provided, in his opinion, the item offered is not equal to the item specified.
- C. Where a Contractor proposes to use an item of material or equipment other than that specified or detailed on Drawings, and which requires any redesign of the roof and/or structure, or architectural lay-out, all such redesign and all new drawings and details required thereof shall, with the approval of the Architect be prepared by the Contractor at his own expense.
- D. Where such approved deviation requires a different quantity and arrangement of material and equipment from that specified or indicated on the drawings, subject to the approval of the Architect, the Contractor shall provide any such material, structural supports, and any other items at no additional cost to the Owner.

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1.27 APPROVAL OF INSTALLATION:

- A. The materials, workmanship, design, and arrangement of all work installed under the contract shall be subject to the approval of the Architect. If material or equipment is installed before layout and design of same is approved, the contractor shall be liable for the removal and replacement of all such unapproved work at no extra cost to the Owner.

1.28 ROYALTIES & PATENTS:

- A. The Contractor shall pay all royalties and shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.
- B. If the Contractor observes that a process or article specified is an infringement of a patent, he shall promptly notify the Architect in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work specified, knowing it is to be an infringement of a patent, he shall bear all costs arising therefrom.

1.29 PROTECTION OF WORK & PROPERTY:

- A. The Contractor shall be responsible for the maintenance and protection of all equipment, materials, and tools, supplied by him and stored or installed on the job site, from loss or damage of all causes, until final acceptance.
- B. The Contractor shall be responsible for the protection of any finished work of other trades from damage or defacement by his operations and must remedy any such injury at his own expense.

1.30 ACCESSIBILITY:

- A. The Contractor shall install all work so that all parts required are easily accessible for inspection, operation, maintenance and repair. Minor deviations from Drawings may be made to accomplish this, but changes of magnitude shall not be made without prior written approval from the Architect.

1.31 TESTS:

- A. All equipment shall be tested as specified under the various sections of the work. Labor, materials, instruments, and power required for testing shall be furnished by the Contractor, unless otherwise indicated under the particular section of the Specifications.
- B. Tests shall be performed in the presence and to the satisfaction of the Architect, and such other parties as may have legal jurisdiction.

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- C. All defective work shall be promptly repaired or replaced and the tests shall be repeated until the particular system and component parts thereof receive the approval of the Architect.
- D. Any damages resulting from tests shall be repaired and damaged materials replaced, all to the satisfaction of the Architect.
- E. The duration of tests shall be as determined by all Authorities having jurisdiction, but in no case less than that prescribed in each section of the Specification.
- F. Equipment and systems which normally operate during certain seasons of the year shall be tested during the appropriate season. Tests shall be performed on individual equipment, systems and their controls. Wherever the equipment of systems under test is inter-related with, and depends upon, the operation of other equipment, systems, and controls for proper operation, functioning and performance, the latter shall be operated simultaneously with the equipment or system being tested.
- G. All costs in connection with tests shall be paid for by the Contractor.

1.32 AS-BUILT DRAWINGS:

- A. The Contractor shall keep concurrent with the installation of the progress of the work, an accurate record of the as-built location and condition of all work performed under the Contract. All as-built information shall be recorded on a clean set of Black and White Contract Drawings and shall indicate the final location of all items of work complete with dimensions, sizes, notations, etc.
- B. Upon completion of all work and prior to Final Acceptance of all work under the Contract, the Contractor shall transfer all as-built information to clean set of Black and White Zerox Contract Documents. Submit all final as built Drawings to the Architect for final approval and acceptance.

1.33 OWNERSHIP OF DRAWINGS & SPECIFICATIONS:

- A. All Drawings, Specifications, and copies thereof furnished by the Architect are his property and they are not to be used on other work, and shall be returned to the Architect at the completion of the work.
- B. On the award of the Contract, the Architect will issue to the Contractor Two (2) stamped and signed copies of the drawings and specifications for permit application.

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1.34 TEMPORARY SERVICES:

A. Refer to specification section 01 50 00, "Temporary Facilities and Controls" for information on the following items:

1. Temporary Electricity
2. Temporary Lighting
3. Temporary Telephone Service
4. Temporary Water Service
5. Temporary Sanitary Facilities
6. On-site Parking

1.35 GUARANTY:

A. The Contractor shall guaranty all work performed under the Contract for a period of two (2) years from the date of final acceptance by the Owner of all work under the Contract. Final acceptance will be as set forth in a written notice by the Owner to the Contractor. This Owner will give notice of observed defects to the Contractor with reasonable promptness and the Contractor shall remove, patch, repair, and adjust all defective work immediately in accordance with the terms of the Contract.

B. The above guaranty shall be in addition to all work guarantees and warranties required under the Contract.

1.36 CONTRACTOR'S PERSONNEL:

A. Smoking and the consumption of food and beverages throughout the Buildings and on the site shall not be permitted. The consumption of alcoholic beverages shall not be permitted on-site at any time. The use of radios, boom boxes and similar type units shall not be permitted on-site at any time.

END OF SECTION

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SECTION 01 22 00
UNIT PRICES

1.1 SUMMARY:

- A. This section includes: Procedures for Identification and description of Unit Prices for various building components and systems which shall be used to establish cost of change in the scope of the work which may occur.
- B. Related Sections
 - 1. Bidding form: Quotation of the cost of proposed unit prices.
 - 2. Owner-Contractor agreement: Incorporation of unit prices into the Work.
 - 3. Sections of the Specifications listed under the respective unit prices.

1.2 COORDINATION:

- A. Coordinate pertinent related work and modify surrounding work required to properly integrate the work provided by unit prices, and to provide the complete construction required by Contract Documents.

1.3 DESCRIPTION OF UNIT PRICES:

- A. Unit price and rules of measurement as listed in Bid Form shall be used in evaluating additions and deductions to the Contract Price and shall be used for all classifications of the work irrespective of the quantity involved.
- B. The Contractor shall quote his Base Bid Proposal the Unit Prices included in the bid form, which may be as selected by the Owner.

END OF SECTION

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SECTION 01 23 00
ALTERNATES

1.1 SUMMARY:

- A. This section includes: Identification and description of Alternate work
- B. Related Sections
 - 1. Bidding form: Quotation of the cost of proposed alternate.
 - 2. Owner-Contractor agreement: Incorporation of alternate price(s) into the Work.
 - 3. Specification sections identified in each Alternate.

1.2 PROCEDURES:

- A. Alternate(s) will be exercised at the option of the Owner. Acceptance will be designated in the Owner-Contract Agreement.
- B. Coordinate related work and modify surrounding work as required to complete the work. Including changes under each Alternate, when acceptance is designated in the Owner-Contractor Agreement

1.3 DESCRIPTION OF ALTERNATES:

- A. Add Alternate No. 1
 - 1. Includes the increased cost associated with addition of 5,898 sq. ft. of roof area designated on the roof plan. The roof system will be a 2 ply modified roof on 5. 2" of insulation on a vapor barrier on a ¼" per ft. sloped wood roof deck, as described in specification section 07 55 00, Modified Bituminous Membrane Roofing.
 - 2. In the event this alternate is accepted by the Owner all materials and workmanship shall comply with applicable contract documents and specification sections.
- B. Add Alternate No. 2
 - 3. Includes the increased cost associated with extend the manufacturer's warranty, as described in specification section 07 55 00, Modified Bituminous Membrane Roofing, Paragraph 1.15, Warranty from 20 years to 25 years.

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4. In the event this alternate is accepted by the Owner all materials and workmanship shall comply with applicable contract documents and specification sections.

END OF SECTION

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SECTION 01 31 13
COORDINATION

1.1 GENERAL SCOPE:

- A. The General Conditions, Special Conditions, Instructions to Bidders, and all other parts set forth in Part 1 of the Specifications are hereby made a part hereof unless specifically excepted.

1.2 COORDINATION:

- A. Coordinate scheduling, submittals and work of the various Specification sections to assure efficient and orderly sequence of installation of interdependent construction elements with provisions for accommodating items installed later.
- B. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various specification sections having interdependent responsibilities installing, connecting, and placing such materials, equipment and utilities in service.
- C. Coordinate completion and cleanup of work of separate sections of Specifications in preparation for completion of all portions of work.

1.3 CUTTING AND PATCHING:

- A. Employ skilled and experienced installers to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements which affect the following:
 - 1. Structural integrity of element.
 - 2. Integrity of weather-exposed or moisture-resistant elements.
 - 3. Performance, efficiency, maintenance and safety of element.
 - 4. Visual qualities of exposed-to-view elements.
 - 5. Work of Owner and separate contractors.
- C. Execute cutting, fitting, and patching to complete Work, and to:
 - 1. Fit the several parts together and to integrate with other Work.
 - 2. Uncover Work to install or correct ill-timed Work.
 - 3. Remove and replace defective and non-conforming Work.
 - 4. Remove samples of installed Work for testing.

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Provide openings in elements of work for penetrations of mechanical and electrical work.

D. Execute work by methods which will avoid damage to other Work, and provide proper surfaces to receive patching and finishing.

1. Provide required protection and support for existing surfaces and components.
2. Cut rigid materials using masonry saw or core drill.

E. Restore Work with new products in accordance with requirements of contract Documents.

1. Fit new and existing Work tight to pipes, sleeves ducts, conduits, and other penetrations through surfaces.
2. All finish or new/disturbed grades shall be made to blend smoothly and evenly into existing work on the property.

Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection. For an assembly, refinish entire unit.

F. In the event hazardous substances or conditions are exposed during the work, identify such hazards to the Architect for decision or remedy.

END OF SECTION

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SECTION 01 31 19
PROJECT MEETINGS

1.1 GENERAL SCOPE:

- A. The General Conditions, Special Conditions, Instructions to Bidders, and all other parts set forth in Part 1 of the Specifications are hereby made a part hereof unless specifically excepted.

1.2 MEETING REQUIREMENTS:

- A. Schedule regular job Site meetings at intervals of approximately one (1) week.
- B. Arrange for special meetings as may be required due to progress of the work.
- C. Meetings shall be held at the Project Site.
- D. Attendance shall be by: Owner's Representative, Architect, Contractor, Sub-Contractors, Suppliers, and such other Persons or Companies appropriate to the project construction work. All Persons attending the meetings shall be qualified, familiar with the Project, and authorized to conclude matters relating to the Project.

1.3 SUGGESTED AGENDA:

- A. Project job Site meeting shall in general contain the following agenda:
 - 1. Review of progress report and construction schedule.
 - 2. Review of off-site fabrication, delivery schedules.
 - 3. Review submittal schedules.
 - 4. Review of follow-up list of problems and incompletions.
 - 5. Field observations, problems, conflicts.
 - 6. Maintenance of quality standards.
 - 7. Review proposed changes for effect on construction schedule, completion date and other contracts.
 - 8. Other business pertinent to the work of the Project.

END OF SECTION

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SECTION 01 33 00
SUBMITTALS

1.1 GENERAL SCOPE:

- A. The General Conditions, Special Conditions, Instructions to Bidders, and all other parts set forth in Part 1 of the Specifications are hereby made a part hereof unless specifically excepted.

1.2 SUBMITTAL PROCEDURES:

A. Transmittals to Architect:

1. Transmit each submittal to Architect with sequentially numbered transmittal forms. Number re-submittals with original number and an alphabetic suffix.
2. Identify Project, Contractor, subcontractor, supplier, pertinent drawing and detail numbers, and specification section numbers as appropriate.
3. Provide space for Contractor and Architect review stamps.
4. Identify deviations from Contract Documents.

- B. Contractor's review: Apply Contractor's stamp, signed or initialed certifying that review, verification of products required, field dimensions, adjacent construction work, and coordination of information, is in accordance with the requirements of the Work and the Contract Documents.

C. Submittals:

1. Schedule submittals to expedite the Project. Deliver to the Architect in compliance with Construction Progress Schedule.
2. Coordinate submission or related item.
3. Submit all items relating to color selection within 30 days after award of contract. Color selection will not be made until all color related submittals have been received.

- D. Revise and resubmit submittals as required, identify changes made since previous submittal.

- E. Distribute copies of reviewed submittals to appropriate parties.

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1.3 CONSTRUCTION PROGRESS SCHEDULE:

A. Submittals:

1. Submit initial progress schedule in duplicate within 15 days after date of Notice to Proceed for Architect review
2. Revise and resubmit as required.
3. Submit revised schedules with each Application for Payment, identifying changes made since from previous version.

B. Format – Provide the following:

1. Computer generated horizontal bar chart with separate line for each major section of work or operation, identifying first work day of each week.

C. Indicate the following:

1. Indicate complete sequence of construction by activity, identifying work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
2. Indicate estimated percentage of completion for each item of work at each submission.
3. Indicate submittal dates required for shop drawings, product data samples, and product delivery dates.
4. Indicate delivery dates for items furnished by Owner and under Allowances.

1.4 SCHEDULE OF VALUES:

A. Submittal:

1. Submit initial schedule in duplicate within 15 days after date of Owner- Contractor Agreement. After review by Architect revise and resubmit as required.
2. Submit revised schedule with each Application for Payment, reflecting changes since previous submittal.

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B. Format:

1. Submit typed schedule on AIA Form G703 – Application and Certificate for Payment Continuation Sheet. Contractor's standard form or media-driven printout will be considered on request.
2. Utilize the table of Contents of this Project Manual. Identify each line item with number and title of the major specification Section.
3. Identify Site mobilization.

C. For Unit Cost Allowance, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.

D. Include separately from each line item a directly proportional amount of Contractor's overhead and profit.

1.5 PROPOSED PRODUCTS LIST:

- A. Within 10 days after date of Notice to Proceed, submit complete list of major products proposed for us, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standard.

1.6 PRODUCT DATA:

- A. Submit the number of copies which the Contractor requires, plus one copy which will be retained by the Architect.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement Manufacturers standard data to provide information unique to this product.
- C. After review, distribute in accordance with Submittal Procedures above. Provide copies for Record Documents described in Section 01 70 00 Contract Closeout.

1.7 SHOP DRAWINGS:

- A. Submit the number of opaque reproductions which the Contractor requires, plus one copy which will be retained by the Architect.

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- B. After review, distribute in accordance with Submittal procedures above and for Record Documents described in Section 01 70 00.

1.8 SAMPLES:

- A. Submit samples to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittal for interfacing work.
- B. Submit samples of finishes in selected custom or standard colors, patterns, and textures for Architect selection.
- C. Identify each sample. Include full Project information.
- D. Submit the number of samples specified in individual specification sections or the number required by Contractor, plus one which will be retained by the Architect. Observe Submittal Procedures, above, relating to color submittals.
- E. Reviewed samples which may be used in the Work are indicated in individual specification sections.

1.9 MANUFACTURER'S INSTRUCTIONS:

- A. When specified in individual Specification Sections, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
- B. Identify conflicts between manufacturer's instructions and Contract Documents.

1.10 MANUFACTURER'S CERTIFICATES:

- A. When specified in individual specification sections, submit manufacturer's certificate to Architect for review, in quantities specified for Project Data.
- B. Indicate that material or product conforms to or exceeds specified requirements. Submit supporting references date, affidavits, and certifications as appropriate.

1.11 DOCUMENT REVIEW:

- A. When required by individual Specification Section, require installer and agent of manufacturer of product system to:
 - 1. Review the Contract Documents.
 - 2. Verify that systems are appropriate for the intended use.

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3. Submit a statement of concurrence signed by installer and manufacturer.
- B. Submit three copies of the statement of concurrence to Architect for review and acceptance.
- C. Do not proceed with installation until Architect has reviewed and accepted statement of concurrence.

END OF SECTION

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SECTION 01 45 00
QUALITY CONTROL

1.1 GENERAL SCOPE:

- A. The General Conditions, Special Conditions, Instruction to Bidders, and all other parts set forth in Part 1 of Specifications are hereby made a part hereof unless specifically excepted.

1.2 QUALITY ASSURANCE:

- A. Monitor quality control over suppliers, manufacturers, products, services, Site conditions and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' approved instructions including each step in sequence. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Use only skilled mechanics thoroughly trained and experienced in the necessary crafts to produce workmanship of specified quality.
- E. Secure products in place with positive anchorage devices designed and size to withstand stresses, vibration, physical distortion and disfigurement.

1.3 REFERENCES:

- A. Conform to specified standards by date of issue as follows:
 - 1. Code listings: For standards which are part of the Building Code in effect for this product, comply with the edition date published in the Building Code.
 - 2. Non-code listings: For standards which are not a part of the Building Code in effect for this Product, use the edition in effect at the date of Notice to Proceed, except where otherwise specified in product sections.
- B. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in reference documents.

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1.4 MANUFACTURERS' FIELD SERVICES AND REPORTS:

- A. When specified in individual Specification Sections, required material supplier or manufacturer to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, and quality of workmanship; to start-up equipment: to test, adjust and balance equipment as applicable; and to initiate instructions when necessary.
- B. Require observer to report observations, Site decisions and Site instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.
- C. Submit to Architect a written report by observer in duplicate within 7 days of observation.

1.5 TESTING LABORATORY SERVICES:

- A. Employ and pay for services of an Independent Testing Laboratory to perform inspections, tests, and other services required by individual Specification Sections. Select laboratory and submit to Architect for approval.
- B. Direct Laboratory to perform services in accordance with requirements of governing authorities and with specified standards.
- C. Submit reports to Architect in duplicate, giving observations and results of tests, indicating compliance or non-compliance with specified standards and with Contract Documents.
- D. Cooperate with Testing laboratory personnel: furnish tools, samples of materials, design mix, equipment, storage and assistance as requested.
 - 1. Notify Architect and Testing Laboratory 24 hours prior to expected time for operations requiring testing services.
 - 2. Make arrangements with Testing Laboratory and pay for additional samples and tests for Contractor's convenience.

END OF SECTION

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SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

1.1 GENERAL SCOPE:

- A. The General Conditions, Special Conditions, Instructions to Bidders, and all other parts set forth in Part 1 of the Specifications are hereby made a part hereof unless specifically excepted.

1.2 TEMPORARY UTILITIES:

A. Electricity:

1. Contractor shall provide all electrical power and such additional power outlets as may be required for construction operations, with branch wiring and distribution boxes. Provide flexible power cords as required. Contractor shall be responsible for all cost associated with electrical power.
2. Provide main service disconnect and over current protection at convenient location.
3. Permanent Building convenience receptacles shall not be utilized during construction. Coordinate use with Owner personnel.
4. Electrical power required shall not be furnished to the Contractor by the Owner.

B. Temporary lighting:

1. Provide and maintain adequate lighting for construction operations.
2. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
3. Maintain lighting and provide routine repairs.
4. Permanent Building lighting may be utilized during construction.
5. All temporary wiring, lighting fixtures and accessory parts shall be removed when no longer needed and the permanent systems in each area has been installed.

C. Temporary Water Service:

1. The Owner shall provide temporary water to the Contractor from location(s) designated by the Owner. The Owner shall be responsible to pay for all water used by the Contractor.

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2. The Contractor shall provide all temporary additional water lines as may be required for construction operations, with all branch lines, fittings, and fixtures as required. Contractor shall be responsible for all cost associated with temporary additional water lines.
3. The Contractor shall provide backflow preventers at convenient location(s) if required. The Contractor shall be responsible for all cost associated with backflow preventers.
4. The Contractor shall make every effort to conserve water. Failure of the Contractor to conserve water may result in forfeiture of the right to use City of Waterbury facilities.

D. Temporary sanitary facilities:

1. The Contractor shall provide all temporary toilet and sanitary facilities as may be required for construction operations. Contractor shall be responsible for all cost associated with temporary toilets and sanitary facilities.
2. Permanent Building toilets and sanitary facilities shall not be used during construction.

1.3 ENVIRONMENTAL CONTROLS:

- A. Comply with applicable Federal, State, and local laws, regulations, and ordinances and the following requirements for environmental pollution control and abatement in performing construction activities throughout the Building.

B. Rubbish Disposal:

1. Do not burn, bury or dispose of debris and waste materials on the Project Site in an unauthorized manner.

C. Dust:

1. Keep dust within acceptable levels at all times, including non-working hours, weekends and holidays, in conformance with State and local regulations.
2. Only wet grinding or cutting of concrete, masonry, and asphaltic concrete will be allowed on exterior surfaces. Dry cutting or grinding may be used on interior surfaces provided openings are covered.
3. Mechanical dry sweeping not permitted: Vacuuming, wet mopping, approved limited dry hand, wet or damp sweeping is acceptable.
4. During loading operations, water down debris and waste materials to allay dust.

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5. Select method of dust control and pay all costs incurred.

D. Air pollution:

1. Do not permit or cause air pollution from mist, smoke, vapor, gas, odorous substances and particulate matter.
2. Do not operate any gasoline or diesel-powered vehicle or equipment on the Building Site which emits visible smoke.

E. Noise: Muffle internal combustion engine-powered equipment to minimize noise and properly maintain to reduce noise to acceptable levels.

F. Others

1. If spray application is allowed under the other Specification Sections, use 'airless spray' process only.
2. Where the requirements of other Project Manual Sections are in conflict with this Section, the more stringent requirement shall govern.
3. Suspension of work: Violation of any of these requirements or any other pollution control requirements which may be specified in other sections may cause suspension of the work creating such violation. No additional compensation will be allowed for remedial measures to correct the offense and no extension of time will be granted for delays caused by such suspensions. If no corrective action is taken by the Contractor within 72 hours after a suspension is ordered, the Owner reserves the right to take whatever action is necessary to correct the situation and to deduct costs incurred in taking such action from monies due the Contractor.

1.4 TEMPORARY CONTROLS:

A. Barriers:

1. Provide barriers to prevent unauthorized entry to construction areas to allow for Owner's use of Site, and to protect existing Building facilities and adjacent properties from damage from construction operations and demolition.
2. Provide barricades required by governing authorities for public rights-of-way and for public access to existing Building and facilities.

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3. Protect non-owned vehicular traffic, stored materials, Site and other structures and facilities from damage.
4. Contractor shall be responsible for all cost associated with the construction, maintenance, and removal of all barriers and fences.

B. Protection:

1. Protect installed work and existing improvements. Provide special protection where specified in individual Specification Sections.
2. Control traffic and activity to prevent damage to components and services.
3. Provide temporary and removable protection for installed products.
4. Landscaping:
 - a. Protect existing and new landscaping against damage from construction operations on the property.
 - b. Do not dispose of paint, petroleum products, dirty water or other deleterious materials on or around roots.
 - c. Do not burn trash under or near shrubs or trees.
 - d. Do not permit compaction of root areas within drip line by foot, vehicle or machine traffic, or by the storage of equipment, gravel, earth fill, supplies or materials.
 - e. Do not damage trunks or limbs by maneuvering vehicles or stacking material and equipment too close.
 - f. Do not allow puddling or continuous running water under trees or on landscaped areas.
 - g. Do not allow traffic on landscaped areas.

1.5 CONSTRUCTION FACILITIES:

A. Security:

1. Provide security and facilities, to protect Work, and existing improvements, and Owner's operations from unauthorized entry, vandalism, and theft.

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2. Coordinate with Owner's security program for all facilities.

B. Access:

1. Maintain access to fire hydrants free of obstructions.
2. Only designated Site paved areas may be used for construction traffic.

C. Parking:

1. Arrange with Owner's personnel for designated Site parking areas to accommodate construction personnel.

D. Progress Cleaning:

1. Maintain areas free of waste materials, debris, and rubbish. Maintain Site in a clean and orderly condition.
2. Remove debris and rubbish prior to enclosing pipe chases, plenums, attics, crawl spaces and other closed or remote spaces.
3. Broom and vacuum clean areas prior to start of surface finishing. Continue cleaning to eliminate dust.
4. Remove waste material, debris, and rubbish from construction areas daily. Dispose of debris in an authorized manner.

1.6 REMOVAL OF TEMPORARY UTILITIES AND FACILITIES:

- A. Remove temporary utilities, equipment, facilities and materials prior to Final Inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent new facilities used during construction to specified condition.

1.7 ENVIRONMENTAL CONTROLS:

- A. Comply with applicable Federal, State, and Local Laws, regulations and ordinances and the following requirements for environmental pollution control and abatement in performing construction activities.

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- B. Hazardous Materials: Abatement will be performed as part of this contract. Comply with all requirements of the Contract.
- C. Coordinate Construction work with abatement work. Verify abatement schedules with the Owner's representative and the Architect.

END OF SECTION

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SECTION 01 70 00
CONTRACT CLOSEOUT

1.1 GENERAL SCOPE:

- A. The General Conditions, Special Conditions, Instructions to Bidders, and all other parts set forth in Part 1 of the Specifications are hereby made a part hereof unless specifically excepted.

1.2 CLOSEOUT PROCEDURES:

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect's final review.
- B. Provide submittals to Architect/Owner that are required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- D. Owner will occupy portions or all of the Buildings and site specified in section 01 00 00.
- E. Comply with requirements for Final Observation of the Work as set forth in Special Conditions, Section B; coordinate with the requirements set forth in this Section 01 70 00.

1.3 FINAL CLEANING:

- A. Execute final cleaning prior to final review by the Architect.
- B. Clean equipment, site and fixtures to a sanitary condition.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the Building(s) and from the site.

1.4 ADJUSTING:

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

1.5 PROJECT RECORD DOCUMENTS:

A. Maintenance of documents and samples:

1. Maintain on site one set of the following record documents:
 - a. Contract Drawings.
 - b. Specifications.
 - c. Addenda.
 - d. Change Orders and other Modifications to the Contract.
 - e. Reviewed shop drawings, product data, and samples.
2. Store Record Documents separate from Documents used for construction.

B. Recording:

1. Record concurrently with construction progress on reproducible drawings provided for this purpose. Do not conceal Work until actual revisions to the Work are recorded.
2. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - a. Manufacturer's name and product model number.
 - b. Product substitution or alternates utilized.
 - c. Changes made by Addenda and Modifications.
3. Record documents and shop drawings: Legibly mark each item to record actual construction including the following:
 - a. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - b. Field changes of dimension and detail.
 - c. Details not on original Contract Drawings.
4. Other documents: Maintain manufacturer's certifications, inspection certifications and field test records required by individual Specifications Sections.
5. Delete Architect title block from all Record Documents.

C. Submittals:

1. At Contract close-out, submit Record Documents with transmittal letter in duplicate, containing date, project title, list of documents and contractor's name, address, and signature. Arrange documents in sequence with index.
2. Submit the marked-up reproducible and two prints for each record drawing and three copies of each 8 1/2" x 11 drawing.

1.6 OPERATION AND MAINTENANCE DATA:

A. Prepare and submit two sets of operating and maintenance manuals prior to final inspection.

1. 8 1/2 x 11 inch three D side ring binders with durable plastic covers.
2. Prepare binder covers with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when more than one binder is required.
3. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.

B. Contents of manuals:

1. Prepare a Table of Contents for each volume with each Product or system description identified.
2. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Contractor, Subcontractors, and major equipment suppliers.
3. Part 2: Operation and maintenance instructions, arranged by system and subdivided by Specification Section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for special finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.

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4. Part 3: Project documents and certificates including the following:

- a. Shop drawings and product data.
- b. Certificates.
- c. Photocopies of warranties and bonds.

D. Submittal:

1. Submit one copy of completed volumes in final form 15 days prior to final review with Architect comments. Revise content of documents as required prior to final submittal.
2. Submit final volumes revised within ten days after final review.

1.7 WARRANTIES:

A. Provide notarized copies of each warranty and bond.

1. Execute and assemble documents from subcontractors, suppliers, and manufacturers.
2. Assemble in three D side ring binder with durable plastic cover.
3. Prepare binder covers with printed title "WARRANTIES AND BONDS" and title of project.
4. Provide Table of Contents.

B. Submit prior to final Application for payment.

C. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

1.8 STATEMENT OF APPLICATION:

A. When required by individual Specification Section, upon completion of the work and as condition of its acceptance, submit a statement in duplicate signed by the product installer stating the following:

1. Materials conform to Specifications.

2. Products were installed in accordance with Specifications and the manufacturers' written instructions.
 3. Installation was proper and adequate for the conditions of installation and performance.
 - B. When required by individual Specification Section, Contractor shall jointly execute statement of application.
- 1.9 SPARE PARTS AND MAINTENANCE MATERIALS:
- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual Specification Sections.
 - B. Deliver to Project Site and place in location as directed. Obtain receipt prior to final payment.

END OF SECTION

SECTION 02 41 14.13
REMOVAL AND SALVAGE OF CONSTRUCTION MATERIALS

PART I- GENERAL

1.1 Related Documents

The provisions of the Contract, the General Conditions, the Supplementary Conditions and other Division I Specification Sections, apply to the work in this section.

1.2 Work Included

Demolition work shall include, but is not limited to the following:

- A. Removal of the existing modified built roof system, insulation, cover board, related flashing, sheet metal and deteriorated wood blocking and insulation.
- B. Remove approximately 3,770 sq. ft. of deteriorated light weight concrete.
- C. Removal and disposal of limited amounts of asbestos containing roof flashing materials. Remove and dispose of in accordance with all Federal, State and Local laws and regulations.
- D. Identification and repair of existing damaged decking.
- E. Remove materials in an acceptable manner to minimize dust and disruption to the site. Demolition materials will be lower from the roof, not dropped.
- F. Removal of existing door in preparation for replacement with new door with a higher sill/threshold height.

1.3 Coordination

- A. It is the responsibility of the Contractor to coordinate the work of this section with all other work on the Project.

1.4 Job Conditions

- A. The Contractor shall inspect the premises prior to the submittal of its bid for conditions which may affect its work.
- B. Demolition, storage of materials, removal of debris and construction operations shall not interfere with the Owner's use of the property.

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1.5 Permits

- A. The Contractor shall obtain, at its expense, all permits required by governing authorities, including any required for disposal of demolition debris or for use or blockage of streets or sidewalks.

1.6 Sequence of Operations

- A. The Contractor shall submit for approval the complete sequence of operations for demolition and show how this Work is coordinated with all other aspects of the Project. Work shall not begin until such a schedule has been approved in writing by the Owner or his authorized representatives.

PART II- PRODUCTS

Not Applicable

PART III- EXECUTION

3.1 Protection

- A. Before starting demolition, the Contractor shall be solely responsible for making the necessary arrangements and for performing the necessary work involved in connection with the discontinuance or interruption of public and private utilities or services or components of said utilities or services under the jurisdiction of the Owner, utility companies or corporations, Police Department, Fire Department and Public Works Department including but not limited to gas, electricity, telephone, police signal, fire alarm, water, sanitary sewer, storm drainage and other systems which will be affected by the work to be performed under this Contract.
- B. The Contractor shall preserve in operating condition active utilities traversing the Work site and shall protect manholes, catch basins, valve boxes and other apparatus. He shall repair damage to any such utility, due to work under this Contract, to the satisfaction of the Owner or his authorized representatives.
- C. Adequate protection of persons and property shall be provided at all times. The work shall be executed in a manner to avoid interference with the use of adjacent buildings, areas or properties, and to avoid interruption of free passage to or from such buildings, areas or properties.

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- D. Investigate and comply with any rules or regulations relative to providing and paying for uniformed Police to regulate or control traffic on existing streets which are affected by the Contractor's operation.
- E. Furnish signs, lights, barricades and other equipment as may be necessary for the safe execution of the work.
- F. Hazardous Materials: The Contractor shall remove from the site and dispose of asbestos containing materials identified in the asbestos survey in accordance with all Federal, State and Local Laws, regulations and ordinances. In the event the Contractor finds any undocumented asbestos or other hazardous materials which require abatement the Contractor shall immediately and notify the Architect and Owners Representative.

3.2 Removal

- A. Remove the existing roof membranes, membrane flashing and sheet metal. Carefully inspect and repair exposed surfaces, utilities, roof penetrations, etc., for damage and repair or replace as required.
- B. Removal shall result in a smooth, consistent substrate for application of wood blocking, insulation and roof system membrane and membrane flashing.
- C. A thorough inspection of the existing substrate and adjoining materials shall be made to determine if any repairs are required. If conditions are uncovered or created that would be detrimental to the application of specified work, immediately notify the Owner's Representative of such conditions for determination of treatment.

3.3 Pollution Control

- A. The Contractor shall be aware that the facility must remain in use throughout the course of construction and that any disruption or inconvenience sustained by the Owner, employees, visitors and patrons must be kept to an absolute minimum. To this end, the Contractor shall provide, if necessary, a water spray and impermeable barrier to minimize dust and debris infiltration. Also the Contractor shall select equipment and procedures to mitigate noise discomfort.
- B. Debris shall be considered the property of the Contractor and shall be removed for the site in its entirety on a daily basis and be legally disposed. On site storage of discarded material will only be permitted when stored in a covered container.

3.4 On-Site Storage

- A. Equipment or materials stored on the roof shall be distributed in such a manner that no structural building components are over stressed.
- B. Ground level storage areas, if available, will be provided adjacent to the facility for equipment and new materials. Size and location of area shall be coordinated with the Owner.
- C. No debris or waste material shall be stored on or within the building, unless otherwise designated.

3.5 Repair of Damages

- A. The Contractor shall provide a list of damaged or deteriorated elements of the building and adjacent areas to the Owner prior to demolition and shall be responsible for repair or replacement of damaged or deteriorated items not on that list when the operations of the Contractor are substantially complete.
- B. Damage to any portion of the building which results in disruption of or inconvenience to the Owner, employees or patrons shall be immediately repaired or replaced by the Contractor. If such restitution is not promptly made, the Owner shall have the necessary work performed by an outside agency at the Contractor's expense. Such work shall be completed to the satisfaction of the Owner prior to the release of final payment.

3.6 Environmental Requirements

- A. Do not apply roofing membrane during inclement weather or when a 20% chance of precipitation is expected.
- B. Do not apply roofing insulation or membrane to damp deck surface.
- C. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed during same day.

3.7 Clean-Up

- A. The building and adjacent areas shall be left in a broom clean condition at the end of each day.

- B. On completion of the work of this section and after removal of debris, the site shall be left in a clean and safe condition, satisfactory to the Owner or his authorized representative.

END OF SECTION



121 North Plains Industrial Rd.; Unit F
Wallingford, CT 06492
Phone: (203) 288-1281
www.fssteam.com

March 15, 2021

Mr. Chris Harmon
City of Waterbury
Board of Education
236 Grand Street
Waterbury, CT 06702

Re: Asbestos Inspection & Bulk Sampling of Roofing Materials, Generali School, Waterbury, Connecticut (FSS# 20219)

Dear Mr. Harmon,

At the request of the City of Waterbury Board of Education, Facility Support Services, LLC (FSS) conducted an inspection and bulk asbestos sampling on March 3, 2021 of suspect asbestos containing materials associated with various portions of the roof of Margaret M. Generali Elementary School located at 3196 East Main Street in Waterbury, Connecticut. The inspection and sampling was conducted to supplement a sampling event conducted on October 11, 2017 of the Front Entrance, Rear Upper, 5th Grade Wing, and Lower Side Entrance rooves (see Attachment C). The October 2017 and March 2021 sampling events together create a comprehensive roof inspection of the school and include all roof areas subject for replacement/renovation with the exception of the "Portables Roof". The "Portables Roof" was not included in this inspection due to the materials present (rubber, foam insulation, and silicone caulking) not considered "suspect asbestos-containing materials".

A total of fifty (50) bulk suspect asbestos samples were collected. The suspected asbestos containing materials sampled from the school included:

- Gym/Auditorium Roof
 - Newer Top Layer (Edge Flashing)
 - Original Top Layer (Edge Flashing)
 - Tar Between Top & Base Layer (Edge Flashing)
 - Base Layer (Edge Flashing)
 - Base Tar (Edge Flashing)
 - Top Layer – Beneath Stone (Roof Field)
 - 2nd Layer (Roof Field)
 - Base Layer Fiberboard (Roof Field)
 - Tar on Foam Insulation (Roof Field)
 - Foam Insulation (Roof Field)
 - Newer (Gray) Unit Flashing Tar
 - Older (Black) Unit Flashing Tar
 - Unit Flashing Fabric
- Café/Library Roof
 - Fibrous Fabric (Edge Flashing)
 - Tar between Fibrous Fabric Layers (Edge Flashing)
 - Top Layer Beneath Stone w/ Tar (Roof Field)
 - 2nd Layer – Fibrous Grid Fabric (Roof Field)

- 3rd Layer – Tar Paper (Roof Field)
- Base Layer – Fiber Board (Roof Field)
- Flashing (Unit Vents)
- Flashing Tar (Unit Vents)
- Flashing Fabric (Unit Vents)
- Flashing (A/C Unit)
- Flashing Tar (A/C/Unit)
- Flashing Tar (Intake/Exhaust Unit)
- Wall Flashing Tar (West Wall)
- Wall Flashing Caulk-Gray (West Wall)
- Wall Flashing Caulk-Black (South Wall)

The materials were sampled by State of Connecticut licensed Asbestos Inspectors representing FSS. Copies of the asbestos inspectors' certifications are located in Attachment A of this report. Samples of materials were delivered under full chain of custody and analyzed for 5-day turn-around time by EMSL Analytical, Inc., via EPA/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.

The laboratory results revealed that the asbestos content of the following materials was greater than the 1% required to confirm the materials as asbestos containing:

- Gym/Auditorium Roof
 - Tar Between Top & Base Layer (Edge Flashing)
 - Newer (Gray) Unit Flashing Tar
 - Older (Black) Unit Flashing Tar
 - Unit Flashing Fabric
- Cafe/Library Roof
 - Flashing (Unit Vents)

Please note that the Cafe/Library Roof – Top Layer Beneath Stone w/ Tar, 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, including but not limited to, respiratory protection and hazard communication.

Please note that FSS has made reasonable effort to locate and identify all asbestos containing materials associated with the roof. Any materials discovered during roofing removal activities which have not been included in this survey or previously sampled must be presumed to contain asbestos until such time that bulk samples can be collected and analyzed for asbestos content.

FSS is pleased to assist you with this project. If you have any questions, or if we can be of further assistance, please contact the undersigned at (203) 288-1281.

Sincerely,

Facility Support Services, LLC

A handwritten signature in black ink, appearing to read 'Michael DiFabio', with a stylized flourish at the end.

Michael DiFabio

Field Services Manager

CTDPH Licensed Asbestos Inspector/Management Planner (#000340)

Attachments

Attachment A
Asbestos Inspector Certifications

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

Attachment B
Laboratory Analytical Results



EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

Tel/Fax: (800) 220-3675 / (856) 786-5974

<http://www.EMSL.com> / cinnasblab@EMSL.com

EMSL Order: 042105153

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: 03/05/2021 9:50 AM

Analysis Date: 03/08/2021 - 03/10/2021

Collected Date: 03/03/2021

Project: Waterbury BOE / Generali School / 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
			% Fibrous	% Non-Fibrous	% Type
202190303-01A 042105153-0001	Gym / Auditorium - Edge Flashing (West Edge) - Newer Top Layer Edge Flashing	Black Fibrous Homogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
202190303-01B 042105153-0002	Gym / Auditorium - Edge Flashing (West Edge) - Newer Top Layer Edge Flashing	Black Fibrous Homogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
202190303-02A 042105153-0003	Gym / Auditorium - Edge Flashing (West Edge) - Original Top Layer Edge Flashing	Black Fibrous Homogeneous	20% Cellulose 20% Glass	60% Non-fibrous (Other)	None Detected
202190303-02B 042105153-0004	Gym / Auditorium - Edge Flashing (West Edge) - Original Top Layer Edge Flashing	Black Fibrous Homogeneous	20% Cellulose 10% Glass	70% Non-fibrous (Other)	None Detected
202190303-03A 042105153-0005	Gym / Auditorium - Edge Flashing (West Edge) - Tar Between Top & Base Layers	Black Non-Fibrous Homogeneous	5% Glass	93% Non-fibrous (Other)	2% Chrysotile
202190303-03B 042105153-0006	Gym / Auditorium - Edge Flashing (West Edge) - Tar Between Top & Base Layers	Black Non-Fibrous Homogeneous	5% Glass	93% Non-fibrous (Other)	2% Chrysotile
202190303-04A 042105153-0007	Gym / Auditorium - Edge Flashing (West Edge) - Base Layer Edge Flashing	Black Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
202190303-04B 042105153-0008	Gym / Auditorium - Edge Flashing (West Edge) - Base Layer Edge Flashing	Black Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
202190303-05A 042105153-0009	Gym / Auditorium - Edge Flashing (West Edge) - Edge Flashing Base Tar	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
202190303-05B 042105153-0010	Gym / Auditorium - Edge Flashing (West Edge) - Edge Flashing Base Tar	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
202190303-06A 042105153-0011	Gym / Auditorium - Roof Field - Top Layer - Beneath Stone	Black Non-Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
202190303-06B 042105153-0012	Gym / Auditorium - Roof Field - Top Layer - Beneath Stone	Black Non-Fibrous Homogeneous	5% Glass	95% Non-fibrous (Other)	None Detected
202190303-07A 042105153-0013	Gym / Auditorium - Roof Field - 2nd Layer	Black Fibrous Homogeneous	20% Glass	80% Non-fibrous (Other)	None Detected

Initial report from: 03/11/2021 10:00:06



EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

Tel/Fax: (800) 220-3675 / (856) 786-5974

<http://www.EMSL.com> / cinnaslab@EMSL.com

EMSL Order: 042105153

Customer ID: FSS93

Customer PO:

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
202190303-07B 042105153-0014	Gym / Auditorium - Roof Field - 2nd Layer	Black Fibrous Homogeneous	20% Glass	80% Non-fibrous (Other)	None Detected
202190303-08A 042105153-0015	Gym / Auditorium - Roof Field - Base Layer - Fiberboard	Brown/Black Fibrous Heterogeneous	70% Cellulose	30% Non-fibrous (Other)	None Detected
202190303-08B 042105153-0016	Gym / Auditorium - Roof Field - Base Layer - Fiberboard	Brown/Black Fibrous Homogeneous	60% Cellulose	40% Non-fibrous (Other)	None Detected
202190303-09A-Tar 042105153-0017	Gym / Auditorium - Roof Field - Tar on Foam Insulation	Brown/Black Non-Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
202190303-09A-Insulation 042105153-0017A	Gym / Auditorium - Roof Field - Tar on Foam Insulation	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
202190303-09B-Tar 042105153-0018	Gym / Auditorium - Roof Field - Tar on Foam Insulation	Black Fibrous Heterogeneous	5% Cellulose	95% Non-fibrous (Other)	None Detected
202190303-09B-Insulation 042105153-0018A	Gym / Auditorium - Roof Field - Tar on Foam Insulation	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
202190303-10A 042105153-0019	Gym / Auditorium - Roof Units - Newer (Gray) Unit Flashing Tar	Black Non-Fibrous Homogeneous	3% Cellulose	91% Non-fibrous (Other)	6% Chrysotile
202190303-10B 042105153-0020	Gym / Auditorium - Roof Units - Newer (Gray) Unit Flashing Tar	Black Non-Fibrous Homogeneous	3% Cellulose	91% Non-fibrous (Other)	6% Chrysotile
202190303-11A 042105153-0021	Gym / Auditorium - Roof Units - Older (Black) Unit Flashing Tar	Black Non-Fibrous Homogeneous		92% Non-fibrous (Other)	8% Chrysotile
202190303-11B 042105153-0022	Gym / Auditorium - Roof Units - Older (Black) Unit Flashing Tar	Black Non-Fibrous Homogeneous		94% Non-fibrous (Other)	6% Chrysotile
202190303-12A 042105153-0023	Gym / Auditorium - Roof Units - Unit Flashing Fabric	White/Black Fibrous Homogeneous	10% Fibrous (Other)	30% Non-fibrous (Other)	60% Chrysotile
202190303-12B 042105153-0024	Gym / Auditorium - Roof Units - Unit Flashing Fabric	White/Black Fibrous Homogeneous		50% Non-fibrous (Other)	50% Chrysotile
202190303-13A 042105153-0025	Café / Library - Edge Flashing / East Side - Fibrous Fabric	Black Fibrous Homogeneous	30% Glass	70% Non-fibrous (Other)	None Detected
202190303-13B 042105153-0026	Café / Library - Edge Flashing / East Side - Fibrous Fabric	Black Fibrous Homogeneous	30% Glass	70% Non-fibrous (Other)	None Detected
202190303-14A 042105153-0027	Café / Library - Edge Flashing / East Side - Tar Between Fibrous Fabric Layers	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected



EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

Tel/Fax: (800) 220-3675 / (856) 786-5974

<http://www.EMSL.com> / cinnasblab@EMSL.com

EMSL Order: 042105153

Customer ID: FSS93

Customer PO:

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
202190303-14B 042105153-0028	Café / Library - Edge Flashing / East Side - Tar Between Fibrous Fabric Layers	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
202190303-15A 042105153-0029	Café / Library - Roof Field - Top Layer Beneath Stone w/Tar	Black Fibrous Homogeneous	20% Glass	80% Non-fibrous (Other)	<1% Chrysotile
202190303-15B 042105153-0030	Café / Library - Roof Field - Top Layer Beneath Stone w/Tar	Black Fibrous Homogeneous	10% Glass	90% Non-fibrous (Other)	<1% Chrysotile
202190303-16A 042105153-0031	Café / Library - Roof Field - 2nd Layer - Fibrous Grid	Black Fibrous Homogeneous	20% Glass	80% Non-fibrous (Other)	None Detected
202190303-16B 042105153-0032	Café / Library - Roof Field - 2nd Layer - Fibrous Grid	Black Fibrous Homogeneous	20% Glass	80% Non-fibrous (Other)	None Detected
202190303-17A 042105153-0033	Café / Library - Roof Field - 3rd Layer - Tar Paper	Black Fibrous Homogeneous	25% Glass	75% Non-fibrous (Other)	None Detected
202190303-17B 042105153-0034	Café / Library - Roof Field - 3rd Layer - Tar Paper	Black Fibrous Homogeneous	25% Glass	75% Non-fibrous (Other)	None Detected
202190303-18A 042105153-0035	Café / Library - Roof Field - Base Layer - Fiber Board	Brown/Black Fibrous Homogeneous	50% Cellulose	50% Non-fibrous (Other)	None Detected
202190303-18B 042105153-0036	Café / Library - Roof Field - Base Layer - Fiber Board	Brown/Black Fibrous Homogeneous	50% Cellulose	50% Non-fibrous (Other)	None Detected
202190303-19A-Flashin g 042105153-0037	Café / Library - Roof Units - Vent Units Flashing Tar	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
202190303-19A-Tar 042105153-0037A	Café / Library - Roof Units - Vent Units Flashing Tar	Black Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
202190303-19B-Flashin g 042105153-0038	Café / Library - Roof Units - Vent Units Flashing Tar	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
202190303-19B-Tar 042105153-0038A	Café / Library - Roof Units - Vent Units Flashing Tar	Black Non-Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
202190303-20A 042105153-0039	Café / Library - Roof Units - Vent Units Flashing Fabric	Black Fibrous Homogeneous	10% Cellulose 20% Glass	70% Non-fibrous (Other)	None Detected
202190303-20B 042105153-0040	Café / Library - Roof Units - Vent Units Flashing Fabric	Black Fibrous Homogeneous	15% Cellulose 10% Glass	75% Non-fibrous (Other)	None Detected
202190303-21A-Flashin g 042105153-0041	Café / Library - Roof Units - A/C Unit Flashing Tar	Black Non-Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (Other)	None Detected
202190303-21A-Tar 042105153-0041A	Café / Library - Roof Units - A/C Unit Flashing Tar	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 03/11/2021 10:00:06



EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

Tel/Fax: (800) 220-3675 / (856) 786-5974

<http://www.EMSL.com/cinnasblab@EMSL.com>

EMSL Order: 042105153

Customer ID: FSS93

Customer PO:

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
202190303-21B-Flashin g 042105153-0042	Café / Library - Roof Units - A/C Unit Flashing Tar	Black Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
202190303-21B-Tar 042105153-0042A	Café / Library - Roof Units - A/C Unit Flashing Tar	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
202190303-22A 042105153-0043	Café / Library - Roof Units - Intake / Exhaust Unit Flashing Tar	Black Non-Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
202190303-22B 042105153-0044	Café / Library - Roof Units - Intake / Exhaust Unit Flashing Tar	Black Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
202190303-23A 042105153-0045	Café / Library - Wall Flashing - West Wall Flashing Tar	Black Non-Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (Other)	None Detected
202190303-23B 042105153-0046	Café / Library - Wall Flashing - West Wall Flashing Tar	Black Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
202190303-24A 042105153-0047	Café / Library - Wall Flashing - West Wall Flashing Caulk (Gray)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
202190303-24B 042105153-0048	Café / Library - Wall Flashing - West Wall Flashing Caulk (Gray)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
202190303-25A 042105153-0049	Café / Library - Wall Flashing - South Wall Flashing Caulk (Black)	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
202190303-25B 042105153-0050	Café / Library - Wall Flashing - South Wall Flashing Caulk (Black)	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Analyst(s)

Daniel Trees (28)

John Witcraft (28)

Samantha Rundstrom, 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. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA-LAP, LLC-IHLAP Lab 100194, NYS ELAP 10872, NJ DEP 03036, PA ID# 68-00367, LA #04127

Initial report from: 03/11/2021 10:00:06



EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS TRAINING

Asbestos Chain of Custody

EMSL Order Number (Lab Use Only):

042105153

EMSL Analytical, Inc.
29 North Plains Hwy, Unit 4

RECEIVED
Wallingford, CT 06492
PHONE: (203) 284-5948
FAX: (203) 284-5978
2021 MAR 15
ATTN: 14

Company Name: Facility Support Services, LLC:	EMSL Customer ID: FSS 93
Street: 2685 State Street 121 N. Plains Industrial Rd Unit F	City: Hamden Wallingford
Zip/Postal Code: 06517 06492	State/Province: CT
Country: United States	Telephone #: 203-288-1281
Report To (Name): Michael DiFabio	Fax #:
Email Address: mdifabio@fssteam.com	Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email
Project Name/Number: General/20219	Purchase Order:
U.S. State Samples Taken: CT	EMSL Project ID (Internal Use Only):
	CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt

EMSL-Bill to: ☐ Same ☒ Different - If Bill to is Different note instructions in Comments**

Third Party Billing requires written authorization from third party

Turnaround Time (TAT) Options* - Please Check

☐ 3 Hour ☐ 6 Hour ☐ 24 Hour ☐ 48 Hour ☐ 72 Hour ☐ 96 Hour ☒ 1 Week ☐ 2 Week

*For TEM Air 3 hr through 6 hr, please call ahead to schedule. *There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.

PCM - Air ☐ Check if samples are from NY☐ NIOSH 7400☐ w/ OSHA 8hr. TWA

PLM - Bulk (reporting limit)

☒ PLM EPA 600/R-93/116 (<1%)☐ PLM EPA NOB (<1%)

Point Count

☐ 400 (<0.25%) ☐ 1000 (<0.1%)

Point Count w/Gravimetric

☐ 400 (<0.25%) ☐ 1000 (<0.1%)☐ NYS 198.1 (friable in NY)☒ NYS 198.6 NOB (non-friable-NY)☐ NYS 198.8 SOF-V☐ NIOSH 9002 (<1%)TEM - Air ☐ 4-4.5hr TAT (AHERA only)☐ AHERA 40 CFR, Part 763☐ NIOSH 7402☐ EPA Level II☐ ISO 10312

TEM - Bulk

☐ TEM EPA NOB☒ NYS NOB 198.4 (non-friable-NY)☐ Chatfield SOP☐ TEM Mass Analysis-EPA 600 sec. 2.5

TEM - Water: EPA 100.2

Fibers >10µm ☐ Waste ☐ DrinkingAll Fiber Sizes ☐ Waste ☐ Drinking

TEM - Dust

☐ Microvac - ASTM D 5755☐ Wipe - ASTM D6480☐ Carpet Sonication (EPA 600/J-93/167)

Soil/Rock/Vermiculite*

☐ PLM CARB 435 - A (0.25% sensitivity)☐ PLM CARB 435 - B (0.1% sensitivity)☐ TEM CARB 435 - B (0.1% sensitivity)☐ TEM CARB 435 - C (0.01% sensitivity)☐ TEM Qual. via Filtration Technique☐ TEM Qual. via Drop-Mount Technique

*Can not accept New York State Loose Fill Vermiculite Samples

Other:

☐☐ Check For Positive Stop - Clearly Identify Homogenous GroupFilter Pore Size (Air Samples): ☐ 0.8µm ☐ 0.45µm

Samplers Name:

Michael DiFabio

Samplers Signature:

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
	See Attached		

Client Sample # (s):

OIA-25B

Total # of Samples:

50

Relinquished (Client):

Date: 3/13/2021

Time:

Received (Lab):

Date: 3-5-21

Time: 9:50

Comments/Special Instructions:

Bill To: Facility Support Services, LLC, 2685 State Street, Hamden, CT, 06517, United States
Attention: Michele Viarengo Phone: 203-288-1281 Email: mviarengo@fssteam.com Purchase Order:

FACILITY SUPPORT SERVICES, LLC

Asbestos Sampling Log

RECEIVED
EMSL
CINNAMINSON, N.J.
MAR -5 AM 10:14

CLIENT: Waterbury BOE 042105153 DATE: 3/3/2021

LOCATION: Generali School

SAMPLED BY: M. DiFabio

SAMPLE ID	LOCATION	DESCRIPTION
202190303- 01A	Gym/Auditorium - Edge Flashing (West edge)	Newer Top layer Edge Flashing
B	- Edge Flashing (West Edge)	↓
02A		Original TOP layer Edge Flashing
B		↓
03A		Tar Between TOP + Base Layers
B		↓
04A		Base Layer Edge Flashing
B		↓
05A		Edge Flashing Base Tar
B		↓
06A	- Roof Field	Top layer (Beneath Stone)
B		↓
07A		2nd Layer
B		↓
08A		Base Layer - Fiber board
B		↓
09A		Tar on Foam Insulation
B		↓
10A	- Roof units	Newer (Gray) Unit Flashing Tar
B	↓	↓

2064
2685 STATE STREET • HAMDEN, CT 06517
PH: 203-288-1281 • FAX: 203-248-4409
Website: www.fssteam.com

RECEIVED
MAR 03 2021
15:15
By: [Signature]

FACILITY SUPPORT SERVICES, LLC

Asbestos Sampling Log

RECEIVED
EMSL
CINNAMINSON, N.J.

CLIENT: Waterbury BOE 042105153 DATE: 3/3/2021 5 AM 10:14

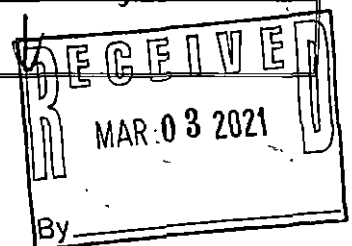
LOCATION: General School

SAMPLED BY: M. DiFabro

SAMPLE ID	LOCATION	DESCRIPTION
202190303 - 11A	Gym/Auditorium - Roof Units	Older (Black) Unit Flashing Tar
B	↓	↓
12A	↓	Unit Flashing Fabric
B	↓	↓
13A	Cafe/Library - Edge Flashing (East Side)	Fibrous Fabric
B	↓	↓
14A	↓	Tar Between Fibrous Fabric Layers
B	↓	↓
15A	- Roof Field	Top Layer (Beneath Stone) w/ Tar
B	↓	↓
16A	↓	2nd Layer - Fibrous Grid
B	↓	↓
17A	↓	3rd Layer - Tar paper
B	↓	↓
18A	↓	Base Layer - Fiber board
B	↓	↓
19A	- Roof Units	Vent Units Flashing Tar
B	↓	↓
20A	↓	Vent Units Flashing Fabric
B	↓	↓

3 of 4

2685 STATE STREET • HAMDEN, CT 06517
PH: 203-288-1281 • FAX: 203-248-4409
Website: www.fssteam.com



Attachment C
Previous Inspection Report
10/11/2017



2685 State Street
Hamden, CT 06517
Phone: (203) 288-1281
Fax: (203) 248-4409

October 19, 2017

Mr. Shannon Sullivan
City of Waterbury
Board of Education
236 Grand Street
Waterbury, CT 06702

Re: Asbestos Inspection & Bulk Sampling of Roofing Materials, Generali School, Waterbury, Connecticut (FSS# 30516)

Dear Mr. Sullivan,

At the request of the City of Waterbury Board of Education, Facility Support Services, LLC (FSS) conducted an inspection and bulk asbestos sampling on October 11, 2017 of suspect asbestos containing materials associated with various portions of the roof of Margaret M. Generali Elementary School located at 3196 East Main Street in Waterbury, Connecticut. The inspection and sampling was conducted to facilitate the replacement of the Front Entrance, Rear Upper, 5th Grade Wing, and Lower Side Entrance rooves.

A total of seventy-five (75) bulk suspect asbestos samples were collected. The suspected asbestos containing materials sampled from the school included:

- Front Entrance Roof
 - Roof Deck (Top Layer)
 - Tar Paper (Beneath Top Layer)
 - Tar (Between Fiberboard and Tar Paper)
 - Fiberboard
 - Tar (Between Fiberboard and Insulation Block)
 - Insulation Block
 - Tar (Between Insulation Block and Roof Deck)
 - Red Rosin Paper
 - Parapet Wall – Modified Flashing Membrane (Top Layer)
 - Unit Flashing – Modified Flashing Membrane (Top Layer)
 - Parapet Wall – Tar Layer below Top Layer
 - Unit Flashing – Tar Layer below Top Layer
 - Unit Flashing Caulking (Light Grey)
 - Edge Flashing Metal Cap Caulk
 - Unit Flashing Caulking (Dark Grey/Black)
- Rear Upper Roof
 - Top Layer Modified Membrane
 - Mid-Layer Roofing (Between Modified Layer and Fiberboard)
 - Fiberboard
 - Tar (Between Fiberboard and Insulation Block)
 - Insulation Block
 - Tar (Between Insulation Blocks)

- Felt (Between Insulation Block and Bottom Layer Fiberboard)
- Tar (Between Bottom Layer Fiberboard and Concrete Roof Deck)
- Unit Flashing – Modified Top Layer
- Unit Flashing – Tar beneath Top Layer
- Copper Flashing Caulk (Light Grey)
- 5th Grade Wing Roof
 - New Roof – Top Layer (Multi-Ply)
 - Fiberboard
 - Insulation Block
 - Old Roof – 4ply Built Up
 - Lightweight Concrete (On Concrete Roof Deck)
 - Parapet Wall Flashing
 - Parapet Wall Flashing – Black Tar Patches
 - Parapet Wall Flashing – Light Grey/Silver Tar
- Lower Side Entrance Roof
 - Top Layer 4ply (New)
 - Bottom Layer 4ply (Old)
 - Asphalt Skim Coat Beneath Old 4ply Layer
 - Edge Flashing

The materials were sampled by State of Connecticut licensed Asbestos Inspectors representing FSS. Copies of the asbestos inspectors' certifications are located in Attachment A of this report. Samples of materials were delivered under full chain of custody and analyzed for 5-day turn-around time by EMSL Analytical, Inc., via EPA/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.

The laboratory results revealed that the asbestos content of the following materials was greater than the 1% required to confirm the materials as asbestos containing:

- **Front Entrance Roof**
 - **Parapet Wall – Tar Layer below Top Layer**
- **5th Grade Wing Roof**
 - **Parapet Wall Flashing**
 - **Parapet Wall Flashing – Light Grey/Silver Tar**
- **Lower Side Entrance Roof**
 - **Bottom Layer 4ply (Old)**

Please note that the Lower Side Entrance Roof – Edge Flashing, 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, including but not limited to, respiratory protection and hazard communication.

Please note that FSS has made reasonable effort to locate and identify all asbestos containing materials associated with the roof. Any materials discovered during roofing removal activities which have not been included in this survey or previously sampled must be presumed to contain asbestos until such time that bulk samples can be collected and analyzed for asbestos content. In addition, the removal and disposal of the copper gutter unit materials should be performed by a State of Connecticut licensed asbestos contractor utilizing properly trained individuals.

FSS is pleased to assist you with this project. If you have any questions, or if we can be of further assistance, please contact the undersigned at (203) 288-1281.

Sincerely,

Facility Support Services, LLC

A handwritten signature in black ink, appearing to read 'Michael DiFabio', with a stylized flourish at the end.

Michael DiFabio
Field Services Manager
CTDPH Licensed Asbestos Inspector (#000898)

Attachments

Attachment A
Asbestos Inspector Certifications

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
oplcdph@ct.gov
www.ct.gov/dph/license

Sincerely,

RAUL PINO, MD, MPH, COMMISSIONER
DEPARTMENT OF PUBLIC HEALTH

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-INSPECTOR

MICHAEL V DIFABIO

CERTIFICATE NO.
000898
CURRENT THROUGH
12/31/17
VALIDATION NO.
03-573709

SIGNATURE
COMMISSIONER

EMPLOYER'S COPY

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME

MICHAEL V DIFABIO

VALIDATION NO.
03-573709

CERTIFICATE NO.
000898

CURRENT THROUGH
12/31/17

PROFESSION

ASBESTOS CONSULTANT-INSPECTOR

SIGNATURE
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.
03-573709

CERTIFICATE NO.
000898

CURRENT THROUGH
12/31/17

PROFESSION

ASBESTOS CONSULTANT-INSPECTOR

SIGNATURE
COMMISSIONER

Attachment B
Laboratory Analytical Results



EMSL Analytical, Inc.

29 North Plains Highway, Unit # 4 Wallingford, CT 06492

Tel/Fax: (203) 284-5948 / (203) 284-5978

<http://www.EMSL.com> / wallingfordlab@emsl.com

EMSL Order: 241704333

Customer ID: FSS93

Customer PO:

Project ID:

Attention: Michael DiFabio
Facility Support Services, LLC
2685 State Street
Hamden, CT 06517

Phone: (203) 288-1281

Fax: (203) 248-4409

Received Date: 10/12/2017 8:35 AM

Analysis Date: 10/14/2017 - 10/18/2017

Collected Date: 10/11/2017

Project: GENERALI/30516

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
305161011-01A 241704333-0001	Front entrance roof - roof deck top layer	Black Fibrous Homogeneous	5% Cellulose 20% Glass	75% Non-fibrous (Other)	None Detected
305161011-01B 241704333-0002	Front entrance roof - roof deck top layer	Black Fibrous Homogeneous	5% Cellulose 20% Glass	75% Non-fibrous (Other)	None Detected
305161011-02A 241704333-0003	Front entrance roof - tar paper beneath top layer	Black Fibrous Homogeneous	65% Synthetic 20% Glass	15% Non-fibrous (Other)	None Detected
305161011-02B 241704333-0004	Front entrance roof - tar paper beneath top layer	Black Fibrous Homogeneous	55% Synthetic 15% Glass	30% Non-fibrous (Other)	None Detected
305161011-03A 241704333-0005	Front entrance roof - tar between fiberboard and tar paper	Tan/Black Fibrous Homogeneous	35% Cellulose	65% Non-fibrous (Other)	None Detected
305161011-03B 241704333-0006	Front entrance roof - tar between fiberboard and tar paper	Brown/Black Fibrous Homogeneous	30% Cellulose	70% Non-fibrous (Other)	None Detected
305161011-04A 241704333-0007	Front entrance roof - fiberboard	Brown Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
305161011-04B 241704333-0008	Front entrance roof - fiberboard	Brown Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
305161011-05A 241704333-0009	Front entrance roof - tar between fiberboard and insulation block	Brown/Black Fibrous Homogeneous	40% Cellulose	60% Non-fibrous (Other)	None Detected
305161011-05B 241704333-0010	Front entrance roof - tar between fiberboard and insulation block	Brown/Black Fibrous Homogeneous	40% Cellulose	60% Non-fibrous (Other)	None Detected
305161011-06A 241704333-0011	Front entrance roof - insulation block	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
305161011-06B 241704333-0012	Front entrance roof - insulation block	Yellow Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
305161011-07A 241704333-0013	Front entrance roof - tar between insulation block and roof deck	Black Fibrous Homogeneous	20% Cellulose 20% Glass	60% Non-fibrous (Other)	None Detected
305161011-07B 241704333-0014	Front entrance roof - tar between insulation block and roof deck	Black Fibrous Homogeneous	20% Cellulose 20% Glass	60% Non-fibrous (Other)	None Detected
305161011-08A 241704333-0015	Front entrance roof - red rosin paper	Tan Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected

Initial report from: 10/18/2017 17:25:39



EMSL Analytical, Inc.

29 North Plains Highway, Unit # 4 Wallingford, CT 06492

Tel/Fax: (203) 284-5948 / (203) 284-5978

<http://www.EMSL.com> / wallingfordlab@emsl.com

EMSL Order: 241704333

Customer ID: FSS93

Customer PO:

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
305161011-08B 241704333-0016	Front entrance roof - red rosin paper	Tan Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
305161011-09A 241704333-0017	Parapet wall - modified flashing membrane-top layer	Black Fibrous Homogeneous	20% Glass	80% Non-fibrous (Other)	None Detected
305161011-09B 241704333-0018	Unit flashing - modified flashing membrane-top layer	Black Fibrous Homogeneous	20% Glass	80% Non-fibrous (Other)	None Detected
305161011-10A 241704333-0019	Parapet wall - tar layer below top layer	Black Fibrous Homogeneous	35% Cellulose	61% Non-fibrous (Other)	4% Chrysotile
305161011-10B 241704333-0020	Unit flashing - tar layer below top layer	Black Fibrous Homogeneous	15% Glass	85% Non-fibrous (Other)	None Detected
<i>The sample group is not homogeneous.</i>					
305161011-11A 241704333-0021	Front entrance roof - unit flashing caulking (light grey)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
305161011-11B 241704333-0022	Front entrance roof - unit flashing caulking (light grey)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
305161011-12A 241704333-0023	Front entrance roof - edge flashing metal cap caulk	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
305161011-12B 241704333-0024	Front entrance roof - edge flashing metal cap caulk	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
305161011-13A 241704333-0025	Front entrance roof - unit flashing caulking (dark grey/black)	Gray/Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
305161011-13B 241704333-0026	Front entrance roof - unit flashing caulking (dark grey/black)	Gray/Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
305161011-14A 241704333-0027	Rear upper roof - top layer modified membrane	White/Black Fibrous Homogeneous	15% Glass	85% Non-fibrous (Other)	None Detected
305161011-14B 241704333-0028	Rear upper roof - top layer modified membrane	White/Black Fibrous Homogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
305161011-15A 241704333-0029	Rear upper roof - mid layer roofing (between modified and fiberboard)	Brown/Black Fibrous Homogeneous	15% Cellulose 15% Glass	70% Non-fibrous (Other)	None Detected
305161011-15B 241704333-0030	Rear upper roof - mid layer roofing (between modified and fiberboard)	Brown/Black Non-Fibrous Homogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
305161011-16A 241704333-0031	Rear upper roof - fiberboard	Brown Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
305161011-16B 241704333-0032	Rear upper roof - fiberboard	Brown Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
305161011-17A 241704333-0033	Rear upper roof - tar between fiberboard and insulation block	Black Fibrous Homogeneous	30% Cellulose	70% Non-fibrous (Other)	None Detected

Initial report from: 10/18/2017 17:25:39



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<http://www.EMSL.com> / wallingfordlab@emsl.com

EMSL Order: 241704333

Customer ID: FSS93

Customer PO:

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
305161011-17B 241704333-0034	Rear upper roof - tar between fiberboard and insulation block	Black Fibrous Homogeneous	25% Cellulose	75% Non-fibrous (Other)	None Detected
305161011-18A 241704333-0035	Rear upper roof - insulation block	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
305161011-18B 241704333-0036	Rear upper roof - insulation block	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
305161011-19A 241704333-0037	Rear upper roof - tar between insulation block layers	Black Fibrous Homogeneous	30% Cellulose	70% Non-fibrous (Other)	None Detected
305161011-19B 241704333-0038	Rear upper roof - tar between insulation block layers	Black Fibrous Homogeneous	25% Cellulose	75% Non-fibrous (Other)	None Detected
305161011-20A 241704333-0039	Rear upper roof - felt between insulation block and fiberboard bottom layer	Black Fibrous Homogeneous	10% Cellulose 30% Glass	60% Non-fibrous (Other)	None Detected
305161011-20B 241704333-0040	Rear upper roof - felt between insulation block and fiberboard bottom layer	Black Fibrous Homogeneous	10% Cellulose 10% Glass	80% Non-fibrous (Other)	None Detected
305161011-21A 241704333-0041	Rear upper roof - tar between bottom layer/fiberboard and concrete roof deck	Black Non-Fibrous Homogeneous	5% Cellulose	95% Non-fibrous (Other)	None Detected
305161011-21B 241704333-0042	Rear upper roof - tar between bottom layer/fiberboard and concrete roof deck	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
305161011-22A 241704333-0043	Rear upper roof - unit flashing modified top layer	White/Black Fibrous Homogeneous	20% Glass	80% Non-fibrous (Other)	None Detected
305161011-22B 241704333-0044	Rear upper roof - unit flashing modified top layer	Black Fibrous Homogeneous	25% Glass	75% Non-fibrous (Other)	None Detected
305161011-23A 241704333-0045	Rear upper roof - unit flashing tar beneath top layer	Black Non-Fibrous Homogeneous	5% Glass	95% Non-fibrous (Other)	None Detected
305161011-23B 241704333-0046	Rear upper roof - unit flashing tar beneath top layer	Black Fibrous Homogeneous	30% Glass	70% Non-fibrous (Other)	None Detected
305161011-24A 241704333-0047	Rear upper roof - light grey copper flashing caulk	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
305161011-24B 241704333-0048	Rear upper roof - light grey copper flashing caulk	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
305161011-25A 241704333-0049	5th grade wing roof - top layer new roof (multi-ply)	Brown/Black Fibrous Homogeneous	15% Glass	85% Non-fibrous (Other)	None Detected
305161011-25B 241704333-0050	5th grade wing roof - top layer new roof (multi-ply)	Black Fibrous Homogeneous	15% Glass	85% Non-fibrous (Other)	None Detected
305161011-26A 241704333-0051	5th grade wing roof - fiberboard	Brown Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected

Initial report from: 10/18/2017 17:25:39



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EMSL Order: 241704333

Customer ID: FSS93

Customer PO:

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
305161011-26B 241704333-0052	5th grade wing roof - fiberboard	Brown Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
305161011-27A 241704333-0053	5th grade wing roof - insulation block	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
305161011-27B 241704333-0054	5th grade wing roof - insulation block	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
305161011-28A 241704333-0055	5th grade wing roof - old roof 4ply built-up	Black Fibrous Homogeneous	30% Cellulose	70% Non-fibrous (Other)	None Detected
305161011-28B 241704333-0056	5th grade wing roof - old roof 4ply built-up	Black Fibrous Homogeneous	35% Cellulose	65% Non-fibrous (Other)	None Detected
305161011-29A 241704333-0057	5th grade wing roof - lightweight concrete on concrete roof deck	Tan Non-Fibrous Homogeneous		30% Vermiculite 70% Non-fibrous (Other)	None Detected
305161011-29B 241704333-0058	5th grade wing roof - lightweight concrete on concrete roof deck	Tan Non-Fibrous Homogeneous		40% Vermiculite 60% Non-fibrous (Other)	None Detected
305161011-29C 241704333-0059	5th grade wing roof - lightweight concrete on concrete roof deck	Tan Non-Fibrous Homogeneous		40% Vermiculite 60% Non-fibrous (Other)	None Detected
305161011-29D 241704333-0060	5th grade wing roof - lightweight concrete on concrete roof deck	Tan Non-Fibrous Homogeneous		35% Vermiculite 65% Non-fibrous (Other)	None Detected
305161011-29E 241704333-0061	5th grade wing roof - lightweight concrete on concrete roof deck	Brown Non-Fibrous Homogeneous		5% Quartz 30% Vermiculite 65% Non-fibrous (Other)	None Detected
305161011-30A 241704333-0062	5th grade wing roof - parapet wall flashing	Black Fibrous Homogeneous	10% Cellulose 15% Glass	75% Non-fibrous (Other)	<1% Chrysotile
305161011-30B 241704333-0063	5th grade wing roof - parapet wall flashing	Black Non-Fibrous Homogeneous	5% Cellulose	92% Non-fibrous (Other)	3% Chrysotile
The sample group is not homogeneous.					
305161011-31A 241704333-0064	5th grade wing roof - parapet wall flashing black tar patches	Black Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (Other)	None Detected
305161011-31B 241704333-0065	5th grade wing roof - parapet wall flashing black tar patches	Black Non-Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (Other)	None Detected
305161011-32A 241704333-0066	5th grade wing roof - parapet wall flashing light grey/silver tar	Black Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
305161011-32B 241704333-0067	5th grade wing roof - parapet wall flashing light grey/silver tar	Black Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
305161011-33A 241704333-0068	Lower side entrance roof - top layer 4ply roofing (new)	Black Non-Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
305161011-33B 241704333-0069	Lower side entrance roof - top layer 4ply roofing (new)	Black Non-Fibrous Homogeneous	15% Cellulose	5% Quartz 80% Non-fibrous (Other)	None Detected

Initial report from: 10/18/2017 17:25:39



EMSL Analytical, Inc.

29 North Plains Highway, Unit # 4 Wallingford, CT 06492

Tel/Fax: (203) 284-5948 / (203) 284-5978

<http://www.EMSL.com> / wallingfordlab@emsl.com

EMSL Order: 241704333

Customer ID: FSS93

Customer PO:

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
305161011-34A	Lower side entrance roof - bottom layer 4ply roofing (old)	Black Fibrous Homogeneous	40% Cellulose	60% Non-fibrous (Other)	None Detected
241704333-0070					
305161011-34B	Lower side entrance roof - bottom layer 4ply roofing (old)	Black Non-Fibrous Homogeneous	35% Cellulose	60% Non-fibrous (Other)	5% Chrysotile
241704333-0071					
The sample group is not homogeneous.					
305161011-35A	Lower side entrance roof - asphalt skim coat beneath old 4ply	Brown Non-Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
241704333-0072					
305161011-35B	Lower side entrance roof - asphalt skim coat beneath old 4ply	Black Non-Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (Other)	None Detected
241704333-0073					
305161011-36A	Lower side entrance roof - edge flashing	Black Fibrous Homogeneous	50% Cellulose	50% Non-fibrous (Other)	<1% Chrysotile
241704333-0074					
305161011-36B	Lower side entrance roof - edge flashing	Black Non-Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	<1% Chrysotile
241704333-0075					

Analyst(s)

Lauren Buffone (39)

Quetcy Castro Romero (36)

Lauren Brennan, Asbestos Lab Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported 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. Interpretation and use of test results are the responsibility of the client. 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. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%

Samples analyzed by EMSL Analytical, Inc. Wallingford, CT NVLAP Lab Code 200700-0.

Initial report from: 10/18/2017 17:25:39



EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Asbestos Chain of Custody

EMSL Order Number (Lab Use Only):

241704333

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, LLC.		EMSL Customer ID:	
Street: 2685 State Street		City: Hamden	State/Province: CT
Zip/Postal Code: 06517	Country: United States	Telephone #: 203-288-1281	Fax #:
Report To (Name): Michael DiFabio		Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email	
Email Address: mdifabio@fssteam.com		Purchase Order:	
Project Name/Number: Generali/30516		EMSL Project ID (Internal Use Only):	
U.S. State Samples Taken: CT		CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	
EMSL-Bill to: <input type="checkbox"/> Same <input checked="" type="checkbox"/> Different - If Bill to is Different note instructions in Comments** Third Party Billing requires written authorization from third party			
Turnaround Time (TAT) Options* - Please Check			
<input type="checkbox"/> 3 Hour <input type="checkbox"/> 6 Hour <input type="checkbox"/> 24 Hour <input type="checkbox"/> 48 Hour <input type="checkbox"/> 72 Hour <input type="checkbox"/> 96 Hour <input checked="" type="checkbox"/> 1 Week <input type="checkbox"/> 2 Week			
*For TEM Air 3 hr through 6 hr, please call ahead to schedule. *There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.			
PCM - Air <input type="checkbox"/> Check if samples are from NY <input type="checkbox"/> NIOSH 7400 <input type="checkbox"/> w/ OSHA 8hr. TWA PLM - Bulk (reporting limit) <input checked="" 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 in 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 - Air <input type="checkbox"/> 4-4.5hr TAT (AHERA only) <input type="checkbox"/> AHERA 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"/> Chatfield SOP <input type="checkbox"/> TEM Mass Analysis-EPA 600 sec. 2.5 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 - 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* <input type="checkbox"/> PLM CARB 435 - A (0.25% sensitivity) <input type="checkbox"/> PLM CARB 435 - B (0.1% sensitivity) <input type="checkbox"/> TEM CARB 435 - B (0.1% sensitivity) <input type="checkbox"/> TEM CARB 435 - C (0.01% sensitivity) <input type="checkbox"/> TEM Qual. via Filtration Technique <input type="checkbox"/> TEM Qual. via Drop-Mount Technique <small>*Can not accept New York State Loose Fill Vermiculite Samples</small> Other: <input type="checkbox"/>			
<input type="checkbox"/> Check For Positive Stop - Clearly Identify Homogenous Group		Filter Pore Size (Air Samples): <input type="checkbox"/> 0.8µm <input type="checkbox"/> 0.45µm	
Samplers Name: Michael DiFabio		Samplers Signature:	
Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
	See Attached		
Client Sample # (s): 01A-36B		Total # of Samples: 75	
Relinquished (Client):		Date: 10/12/17	Time: 8:32
Received (Lab):		Date: 10/12/17	Time: 8:35 am
Comments/Special Instructions: Bill To: Facility Support Services, LLC., 2685 State Street, Hamden, CT, 06517, United States Attention: Michele Viarengo Phone: 203-288-1281 Email: mviarengo@fssteam.com Purchase Order: week 2			

241704333

FACILITY SUPPORT SERVICES, LLC

Asbestos Sampling Log

CLIENT: Watersbury BOEDATE: 10/11/17LOCATION: Generali SchoolSAMPLED BY: M. DiFuria

SAMPLE ID	LOCATION	DESCRIPTION
305161011 -		
01A	Front Entrance Roof	Roof Deck Top Layer
B		↓
02A		Tar Paper Beneath Top Layer
B		↓
03A		Tar Between Fiber board and Tar Paper
B		↓
04A		Fiber Board
B		↓
05A		Tar Between Fiber Board and Insulation Block
B		↓
06A		Insulation Block
B		↓
07A		Tar Between Insulation Block and Roof Deck
B		↓
08A		Red Rosin Paper
B		↓
09A	Parapet Wall	Modified Flashing Membrane - Top Layer
B	Unit Flashing	↓
10A	Parapet Wall	Tar Layer Below Top Layer
B	Unit Flashing	↓

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241704333
FACILITY SUPPORT SERVICES, LLC
 Asbestos Sampling Log

CLIENT: Watersbury BOEDATE: 10/11/17LOCATION: GeneraliSAMPLED BY: M. DiFabio

SAMPLE ID	LOCATION	DESCRIPTION
305161011- 11A	Front Entrance Roof	Unit Flashing Caulking (Light Grey)
B		↓
12A		Edge Flashing Metal Cap Caulk
B		↓
13A		Unit Flashing Caulking (Dark Grey/Black)
B		↓
14A	Rear upper Roof.	Top Layer Modified Membrane
B		↓
15A		Mid Layer Roofing (Between Modified and Fiber Board)
B		↓
16A		Fiber Board
B		↓
17A		Tar Between Fiber Board and Insulation Block
B		↓
18A		Insulation Block
B		↓
19A		Tar Between Insulation Block Layers
B		↓
20A		Felt Between Insulation Block and Fiber Board ^{Bottom Layer}
B		↓

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241704333

FACILITY SUPPORT SERVICES, LLC
Asbestos Sampling Log

CLIENT: Wakbury BOEDATE: 10/11/17LOCATION: GeneralSAMPLED BY: M. DiFabio

SAMPLE ID	LOCATION	DESCRIPTION
305161011 - 21A	Rear Upper Roof	Tar Between Bottom Layer Fiber Board and Concrete Roof Deck
B		↓
22A		Unit Flashing Modified Top Layer
B		↓
23A		Unit Flashing Tar Beneath Top Layer
B		↓
24A		Light Grey Copper Flashing Caulk
B		↓
25A	5th Grade Wing Roof	Top Layer New Roof (Multi-ply)
B		↓
26A		Fiber Board
B		↓
27A		Insulation Block
B		↓
28A		Old Roof 4 ply Built-up
B		↓
29A		Lightweight Concrete on Concrete Roof Deck
B		↓
C		
D		↓

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241704333

FACILITY SUPPORT SERVICES, LLC
Asbestos Sampling Log

CLIENT: Watersbury BOEDATE: 10/11/17LOCATION: Generali SchoolSAMPLED BY: M. DiFabio

SAMPLE ID	LOCATION	DESCRIPTION
305161011 - 29E	5th Grade Wing Roof	Lightweight Concrete on Concrete Roof Deck
30A	↓	Roof Parapet Wall Flashing
B		↓
31A		Parapet Wall Flashing Black Tar patches
B		↓
32A		Parapet Wall Flashing Light Gray/Silver Tar
B		↓
33A	Lower Side Entrance Roof	TOP Layer 4ply Roofing (New)
B	↓	↓
34A		Bottom Layer 4ply Roofing (Old)
B		↓
35A		Asphalt Skim Coat Beneath Old 4ply
B		↓
36A		Edge Flashing
B		↓

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HIBBARD & ROSA ARCHITECTS, L.L.C.

100 RIVERVIEW CENTER - SUITE 272 – MAIN STREET - TEL. (860) 346-1809
MIDDLETOWN, CT 06457

Summary of roof core cuts taken on March 28, 2019
Margaret M. Generali Elementary School, Waterbury, CT

Core cut #1:

4 ply Built-up roof on ½” fiber board
on 2” polyisocyanurate insulation on
1 ply type II base on red rosin on wood
roof deck.



Core cut #2:

4 ply Built-up roof on ½” fiber board
on 2” polyisocyanurate insulation on
1 ply type II base on red rosin on wood
roof deck.



Roof Replacement
Margaret M. Generali Elementary School
Waterbury, CT

Core Cut Summary

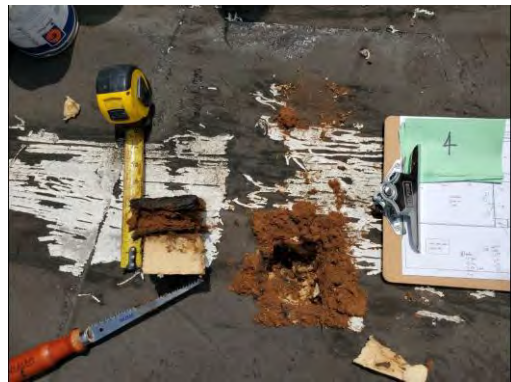
Core cut #3:

1 ply modified cap sheet (smooth) on
2 plys of felt on ½" fiber board on 2"
polyisocyanurate insulation on ½" fiber
board on concrete roof deck.



Core cut #4:

1 ply modified cap sheet (smooth) on
2 plys of felt on ½" fiber board on 1.5"
polyisocyanurate insulation on ½" built-
up roof w/gravel on 2.25" on light weight
concrete on concrete roof deck.



Core cut #5:

4 ply built-up roof system with gravel
on ½" fiberboard on concrete roof deck.



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Waterbury, CT

Core Cut Summary

Core cut #6:

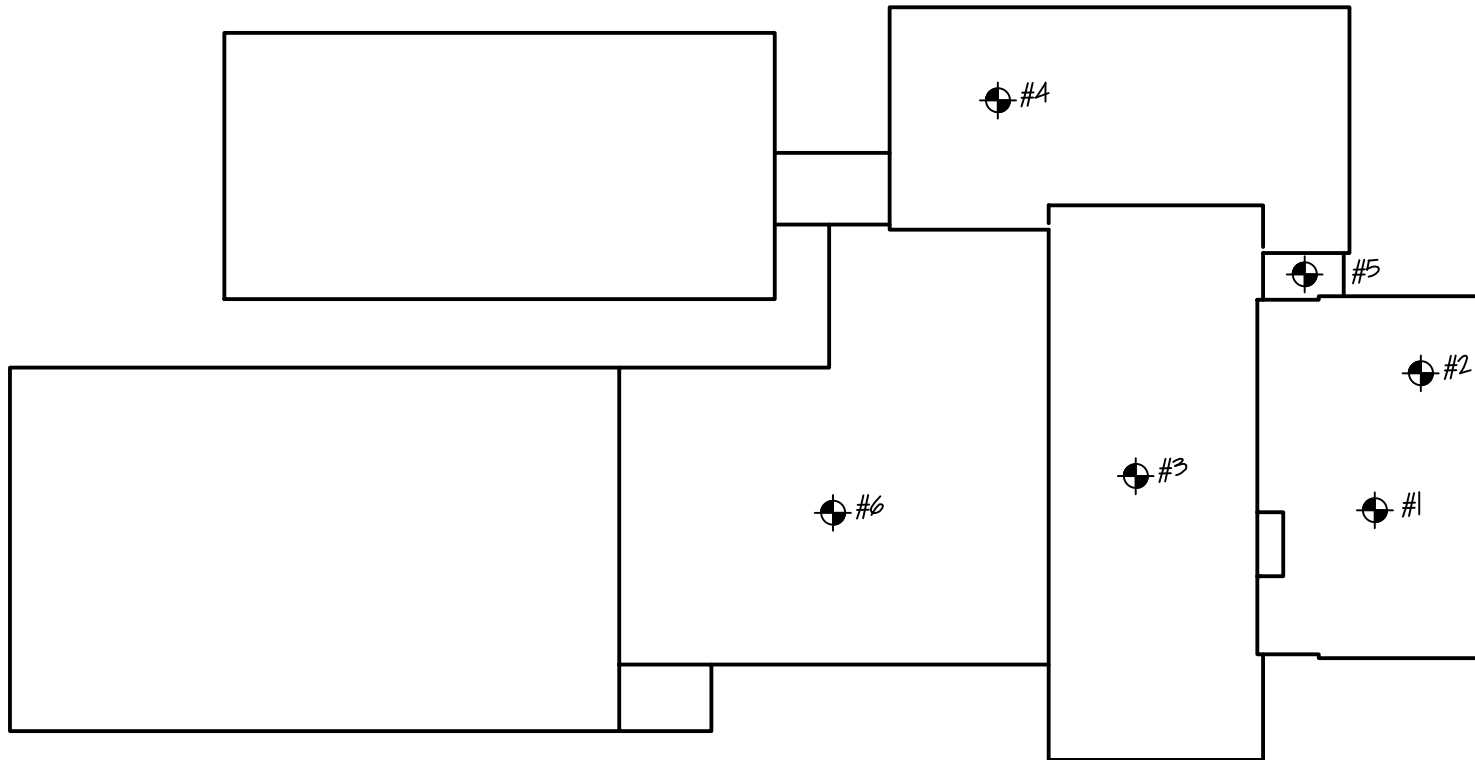
Modified built-up roof system with mineral
Surface 3-1/2" polyisocyanurate insulation
metal roof deck.



Summary prepared by T. Hibbard.

Roof Replacement
Margaret M. Generali Elementary School
Waterbury, CT

Core Cut Summary



CORE CUT LOCATION PLAN

SCALE: N.T.S.

ROOF REPLACEMENT
MARGARET M. GENERALI ELEMENTARY SCHOOL
3196 EAST MAIN STREET - WATERBURY, CT

PROJECT DATA:

STATE
PROJ# 151-0906 RR

DATE: 04-06-20

CON# 1010-12

HRA

HIDDARD & ROSA
ARCHITECTS, LLC

100 RIVERVIEW CENTER
MAIN STREET
MIDDLETOWN, CT.
PHONE: (860) 344-1509
EMAIL: hra@hrabz

SECTION 04 51 00
MAINTENANCE OF MASONRY

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, Including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

- A. Section includes mortar and grout for raining through wall flashings and re-pointing of existing brick masonry construction.

1.3 SUBMITTALS

- A. Samples: Submit two samples of mortar, illustrating mortar color and color range. Color shall match existing masonry work.
- B. Submit mix design for mortar and grout.
- C. Submit manufacturer's data for water repellant admixtures.

1.4 QUALITY ASSURANCE

- A. Comply with governing codes and regulations.
- B. Perform Work in accordance with MSJC Code (ACI 530/ASCE 5/TMS 402) and MSJC Specification (ACI 530.1/ASCE 6/TMS 602).
- C. Maintain one copy of each document on site.
- D. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years.

Roof Replacement
Margaret M. Generali Elementary School
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- E. Deliver, handle, and store materials in accordance with manufacturer's instructions. Prevent exposure to moisture during storage.
 - 1. Mortar admixture must be protected from freezing. Store at temperatures above 40 F and below 118 F, in tightly closed containers.

1.5 ENVIRONMENTAL REQUIREMENTS

- A. Hot and Cold Weather Requirements: Perform work in accordance with MSJC Specification.
- B. Weather protection: Cold weather: heat mortar, water, and sand, enclose walls and provide temporary heat as recommended by BIA Tech Notes 1, 1A, 1B, and 1C. Hot weather: use mortar within 1-½ hours after mixing for ambient 80 degrees F or above.

PART 2 PRODUCTS

2.1 MORTAR AND MASONRY GROUT

- A. Manufacturers:
 - 1. Blue Circle Cement
 - 2. Citadel Cement Model
 - 3. Lehigh Portland Cement
 - 4. The Quikrete Companies
 - 5. Substitutions: As approved by Architect.

2.2 MORTAR ADMIXTURES:

- A. Manufacturers:
 - 1. Rheopel mortar admixture (Polymeric water repellent) as manufactured by:
Masters Builders, Inc.
23700 Chagrin Blvd.
Cleveland, OH

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2. Laticrete 40 as manufactured by:
Laticrete Corporation
1 Laticrete Park North
Bethany, CT
3. Keracrete as manufactured by:
Mapie Corporation
1501 Wall Street
Garland, TX

2.3 COMPONENTS

- A. Premix Mortar: Complying with ASTM C387, Type N above grade; Type M below grade; Other types as required by application. Inorganic oxide mortar pigments, color as selected.
- B. Mortar Aggregate: Complying with ASTM C144, standard masonry type.
- C. Hydrated Lime: Complying with ASTM C207, Type S.
- D. Grout Aggregate: Complying with ASTM C404, fine texture.
- E. Water: Clean and potable.
- F. Mortar admixture: Rheopel Mortar admixture, polymeric water repellant Admixture for masonry mortar, or equal
- G. Bonding Agent: Epoxy type.

2.4 MIXES

- A. Mortar Mixes:
 1. Mortar for Structural Masonry: ASTM C270, Type N above grade; Type M below grade; other types as required by application.

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2. Mortar for Non-Structural Masonry: Complying with ASTM C270, Type S.
3. Pointing Mortar: Complying with ASTM C270, Type O.

B. Mortar Mixing:

1. Thoroughly mix mortar ingredients in accordance with ASTM C270 in quantities needed for immediate use.
2. Do not use anti-freeze compounds to lower the freezing point of mortar.
3. All mortar shall contain a polymeric water repellent admixture

C. Mortar Admixture:

1. Add mortar admixture to each bag of cementitious materials to be used in the mix.
2. Mix all mortar ingredients until thoroughly blended, and wetted to consistency which is somewhat drier than desired.
3. Add the proper amount of mortar admixture.
4. Continue mixing for an additional 1 to 1-1/2 minutes while adjusting the consistency with final mix water. Total mix time shall be 3 to 5 minutes.

D. Grout Mixes:

1. For Engineered Masonry: 3,000 psi strength at 28 days; 8-10 inches slump; premixed type in accordance with ASTM C94 mixed in accordance with ASTM C476 Course grout.

E. Grout Mixing:

1. Thoroughly mix mortar ingredients in quantities needed for immediate use in accordance with ASTM C476.

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2. Do not use anti-freeze compounds to lower the freezing point of grout.

2.5 BRICK MASONRY UNITS

A. Brick:

1. Standard modular, dimensions to match existing. Brick shall comply with ASTM C 216, Severe weathering grade, Type FSB.
2. Color shall match existing brick. Contractor shall submit samples to Architect for approval.
3. Existing brick removed from demolished areas may be used as replacement brick if required. The existing brick must be undamaged and in good condition. The existing brick must be clean of any old masonry before installation.

PART 3. EXECUTION

3.1 PREPARATION

- A. Apply bonding agent to existing concrete surfaces.

3.2 INSTALLATION

- A. Examine the surfaces and conditions under which work of this section will be performed. Do not proceed until unsatisfactory conditions detrimental to timely and proper completion of the work have been corrected.
- B. Install mortar and grout in accordance with MSJC Specification.
- C. Weather Protection: Cold weather: heat mortar water and sand, enclose walls and provide temporary heat as recommended BIA Tech Notes 1, 1A, 1B, and 1C. Hot weather: use mortar within 1-1/2 hours after mixing for ambient 80 degrees F or above.

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D. Re-pointing of existing masonry:

1. Remove loose, decayed or otherwise unacceptable mortar from existing masonry faces, cutting to a minimum 1/2" depth or to solid substrate.
2. Remove and replace damaged brick units. Enlarge holes in mortar and re-point.
3. Point with mortar custom matched for color and texture with existing mortar. Submit mortar sample to Architect for approval.
4. Tool joint to provide permanent bond to existing surfaces and to match appearance of adjacent existing work.

E. Provide adequate protection against damage to existing adjacent construction.

3.3 FIELD QUALITY CONTROL

- A. Testing of Mortar Mix: In accordance with ASTM C780.
- B. Testing of Grout Mix: In accordance with ASTM C1019.

3.4 CLEANING

- A. Clean brick using bucket and brush method; comply with BIA Tech Note 20.

END OF SECTION

Roof Replacement
Margaret M. Generali Elementary School
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SECTION 06 10 00
ROUGH CARPENTRY

PART I - GENERAL

1.1 Related Documents

The provisions of the Contract, the General Conditions, the Supplementary Conditions and other Division I Specification Sections, apply to the work in this section.

1.2 Related Sections:

A. Drawing and general provisions of the Contract, including General Supplementary Conditions and Division 1 Specification Sections, Apply to this Section.

B. RELATED SECTIONS

1. Section 07 22 18 - Preparation for Re-Roofing
2. Section 07 55 00 - Modified Bituminous Membrane Roofing
3. Section 07 62 00 - Sheet Metal Flashing and Trim

1.3 Delivery Storage and Handling

- A. Time delivery and installation of carpentry work to avoid delaying other trades whose work is dependent on or affected by the carpentry work. Keep materials dry during delivery
- B. Store lumber and plywood in stacks with provisions for air circulation within stacks. Protect bottom of stacks against contact with damp or wet surfaces.
- C. Protect exposed materials against water and wind. Remove damaged or unsuitable material from the job site.

1.4 Quality Assurance

- A. Comply with governing codes & regulations. Use experienced installers.
- B. Lumber Standards: American Softwood Lumber Standard PS 20-70 by the U.S. Department of Commerce.

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- C. Plywood Standards: U.S. product Standard PSI-74/ANSI A 199.1 or latest APA Performance Standards for American Plywood Association.
- D. Factory Marking: Mark each piece of lumber or plywood to indicate type, grade, agency providing inspection service.
- E. Size and Shape: Dress lumber 4 sides (S4S) and work to shapes and patterns shown. Nominal sizes shown and specified refer to undressed lumber dimensions. Detailed dimensions show actual lumber size required.

1.5 Scope of work

- A. Replace all damaged wood blocking, sleepers in kind.
- B. Add wood blocking to meet new insulation heights according to drawings.

PART II - PRODUCTS

2.1 Dimensional Lumber and Plywood

- A. Construction Lumber: Standard Grade Douglas Fir, Western Larch, Western Hemlock (WWPA or WCLB) or No. 2 dimension Southern Pine (SPIB).
- B. Exterior Type Plywood: APA Rated sheathing, EXT.
- C. Bucks, Nailers, Blocking, Etc.: No. 2 common grade of any WWPA or WCLA species or No. 2 Southern Pine (SPIB).
- D. Anchorage and Fastenings: Proper type, size material and finish for each application.
- E. Quality: Sound, seasoned, well manufactured materials of longest practical lengths and sizes to minimize joints. Free from warp which cannot be easily corrected by anchoring and attachment. Discard material with defects which would impair quality of work.

2.2 FASTENERS

- A. Bolts, expansion bolts, screws, nails and other fasteners shall be submitted for approval.

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- B. Bolts, expansion bolts, screws, nails and other fasteners shall be Manufactured of galvanized steel or stainless steel.
- C. All fasteners submitted must have been tested and approved by FM (Factory Mutual) for the specific roof manufacturer and RoofNav assembly to be installed. Install all fasteners in accordance with applicable RoofNav assembly and manufacturers instructions.
- D. The Contractor shall pre-drill the existing concrete cap and test the anchors to be utilized for installation of the P.T. wood blocking prior to the start of construction. Refer to Paragraph 3.03.A for additional information.

2.3 ACCEPTABLE MANUFACTURERS

- 1. Olympic Manufacturing Group / OMG Inc.
- 2. Siplast Roofing, Inc.
- 3. Approved Equivalent.

PART III - EXECUTION

3.1 Examination

- A. Verify measurements and dimensions shown before proceeding with carpentry work.
- B. Examine supporting structure and conditions under which carpentry work is to be Installed. Do not proceed with installation until unsatisfactory conditions have been corrected.
- C. Correlate location of nailers, blocking and similar supports for attached work.
- D. Scribe and cope as required for accurate fit of carpentry work to other work.

3.2 Protection

- A. Protect installed work from damage by other trades until acceptance of work.

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3.3 Installation

- A. Provide all nailers, blocking and sleepers where shown on the drawings or required for attachment of other work. Minimum flashing height of eight (8) inches is required. Coordinate with location with other work involved; refer to shop drawings of such work.
- B. Attach to substrate securely as required to support applied loading. Countersink bolts and nuts flush with surfaces.
- C. Securely attach wood nailers to substrates in accordance with Factory Mutual Loss Prevention Data Sheet 1-49 and as required by recognized standards.
- D. Provide washers under bolt heads and nuts in contact with wood.
- E. Do not wax or lubricate fasteners that depend on friction for holding power.
- F. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish material.
- G. Make tight connections between members. Install fasteners without splitting of wood; predrill as required. Do not drive threaded friction type fasteners; turn into place. Tighten bolts and lag screws at installation and retighten as required for tight connections prior to closing in or at completion of work.

END OF SECTION

Roof Replacement
Margaret M. Generali Elementary School
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SECTION 07 22 18
PREPARATION FOR RE-ROOFING

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Remove existing roofing systems, gravel, base flashings, sheet metal, vent stack flashings, existing roofing system, and rigid insulation, fiber board, gypsum board underlayment, down to the deck , clean walls, conduits, and any remains of any types of roofing systems. Sweep or clean all debris off of the deck, deck flutes and walls.

1.2 PRE-INSTALLATION CONFERENCE

- A. Review installation procedures and coordination required with related work.

1.3 ENVIRONMENTAL REQUIREMENTS

- A. Do not remove existing roofing system or damaged decking when weather conditions threaten the integrity of the building contents or intended continued occupancy. Maintain continued temporary protection prior to installation of the new roofing system.

1.4 PROTECTION

- A. It shall be the Contractor's responsibility to respond immediately to correction of roof leakage during construction. A four (4) hour time limit shall be given from the time of notification of emergency conditions. In the event of water penetration during rain or a storm, the Contractor shall provide for repair or protection of the building contents and interior. If the Contractor does not respond or cannot be contacted, the Owner will effect repairs or emergency action and the Contractor shall be back charged for all expenses and damages, if any.
- B. Extra protection to be taken when work is being conducted over sensitive areas. Protection such as tarps or polyethylene sheathing shall be lined on surface.

1.5 SCHEDULING

- A. Schedule work to coincide with commencement of installation of new roofing system.

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PART 2 - PRODUCTS

2.1 MATERIALS

- A. Temporary protection: Sheet Polyethylene. Provide weights or fasteners to retain sheeting in position.
- B. Base Sheet: ASTM D-4601 Type II. Provide weights or fasteners to retain sheeting in position.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. The Roofing Contractor is to verify existing site conditions, including roof dimensions.
- B. The Roofing Contractor must verify that the existing roof surface is clear and ready for work of the section.

3.2 MATERIALS REMOVAL

- A. Remove all gravel, membrane, cant strips, rigid insulation, fiber board, expansion joints, base flashings, walls, and any other items shown on the drawings. In addition, complete removal of all nails and other debris is required to leave a smooth, even surface for re-roofing.
- B. Under certain conditions, it will be necessary and desirable to incorporate one or more of the following methods for removal of dirt, silt, gravel, debris, roof membrane and insulation from the roof surface in order to preserve the ecology, eliminate unsightly conditions, and protect the building surfaces:
 - 1. Roof vacuum systems.
 - 2. Crane and hopper with dump truck system.
 - 3. Protective shrouds on the building and ground surfaces.
- C. All debris dumped from the roof shall be transported from the roof via bucket loader or chutes into dumpsters or trucks and this debris shall be removed from the premises when vehicles are full at the Contractors cost. No debris shall be transported from the area being worked on over a previously finished roof without an underlayment of ¾" plywood.

- D. All roof equipment not in use or left filled will be parked on the column lines on $\frac{3}{4}$ " plywood.
- E. Building and/or ground damage caused by the removal or installation of the roof system will be the sole responsibility of the Contractor.

3.3 TEMPORARY PROTECTION

- A. Provide temporary protective sheeting over uncovered deck surfaces.
- B. Turn sheeting up and over parapets and curbing. Retain sheeting in position with weights or temporary fasteners.
- C. Provide for surface drainage from sheeting to existing drainage facilities.
- D. Do not permit traffic over unprotected deck surface.

3.4 INTERIOR TEMPORARY PROTECTION

- A. Provide temporary protective sheeting Gymnasium floors, kitchen, kitchen equipment and computers while working over the area.
- B. Contractor responsible for cleaning all dust and any fallen debris from interior of the Gymnasium floors, kitchen, kitchen equipment and computers.
- C. Owner shall close access to the Gymnasium and kitchen during the re-roofing of that section. The Gymnasium and kitchen shall remain closed until proper clean-up and acceptance by the Owner.

END OF SECTION

SECTION 07 27 00
ROOF DECK AND INSULATION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes roof insulation over the properly prepared deck substrate.
- B. Related Sections:
 - 1. Section 07 55 00 – Modified Bituminous Membrane Roofing
 - 2. Section 07 62 00 – Sheet Metal Flashing and Trim.

1.3 REFERENCES

- A. American Society for Testing and materials (ASTM):
 - 1. ASTM A167 Standard Specification for Stainless and Heat-Resisting Chromium Nickel Steel Plate, Sheet and Strip.
 - 2. ASTM A653 Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvanized) by the Hot-Dip Process.
 - 3. ASTM B29 Standard Specification for Refined Lead.
 - 4. ASTM B32 Standard Specification for Solder Metal.
 - 5. ASTM C165 Standard Test Method for Measuring Compressive Properties of Thermal Insulation.
 - 6. ASTM C208 Standard Specification for Cellulosic Fiber Insulation Board.
 - 7. ASTM C209 Standard Test Method for Cellulosic Fiber Insulating Board.
 - 8. ASTM C272 Standard Test Method for Water Absorption of Core Materials for Structural Sandwich Constructions.
 - 9. ASTM C1396 Standard Specification for Gypsum Wallboard.
 - 10. ASTM C518 Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
 - 11. ASTM C578 Standard Specification for Perlite Thermal Insulation Board.
 - 12. ASTM C728 Standard Test Methods for Fire Test of Roof Coverings.

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13. ASTM C1289 Standard Specification for Faced Rigid Polyisocyanurate Thermal Insulation.
 14. ASTM D5 Standard Test Method for Penetration of Bituminous Materials.
 15. ASTM D36 Standard Test Method for Softening Point of Bitumen (Ring and Ball Apparatus).
 16. ASTM D312 Standard Specification for Asphalt Used in Roofing.
 17. ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers-Tension.
 18. ASTM D1621 Standard Test Method for Compressive Properties of Rigid Cellular Plastics.
 19. ASTM D1622 Standard Test Method for Apparent Density of Rigid Cellular Plastics.
 20. ASTM D1863 Standard Specification for Mineral Aggregate Used on Built-Up Roofs.
 21. ASTM D2126 Standard Test Method for Response of Rigid Cellular Plastics to Thermal Humid Aging.
 22. ASTM D2178 Standard Specification for Asphalt Glass Felts used in Roofing and Waterproofing.
 23. ASTM D4601 Standard Specification for Asphalt-Coated Glass Fiber Base Sheet Used in Roofing.
 24. ASTM D5147 Standard Sampling and Testing Modified Bituminous Sheet Material.
- B. Cast Iron Soil Pipe Institute, Washington, D.C. (CISPI)
- C. Factory Mutual Research (FM):
1. Roof Assembly Classifications.
- D. National Roofing Contractors Association (NRCA):
1. Roofing and Waterproofing Manual.
- E. Underwriters Laboratories, Inc. (UL):
1. Fire Hazard Classifications.
- F. Warnock Hersey (WH):
1. Fire Hazard Classifications.
- G. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)
- H. Steel Deck Institute, St. Louis, Missouri (SDI)

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- I. Southern Pine Inspection Bureau, Pensacola, Florida (SPIB)
- J. Insulation Board, Polyisocyanurate (FS HH-I-1972)
- K. Insulation Board, Thermal (Fiberboard) (FS LLL-1-535B)

1.4 SUBMITTALS

- A. Product Data: Provide manufacturer's specification data sheets for each product in accordance with Division 01 Section Submittal Procedures. 01300.
- B. Provide approval letters from insulation manufacturer for use of their insulation within this particular roofing system type.
- C. Provide a sample of each insulation type.
- D. Shop Drawings
 - 1. Submit manufacturer's shop drawings indicating complete installation details of tapered insulation system, including identification of each insulation block, sequence of installation, layout, drain locations, roof slopes, thicknesses, crickets and saddles.
 - 2. Shop drawing shall include: Outline of roof, location of drains, complete board layout of tapered insulation components, thickness and the average "R" value for the completed insulation system.
- E. Certification
 - 1. Submit roof manufacturer's certification that insulation fasteners furnished are acceptable to roof manufacturer.
 - 2. Submit roof manufacturer's certification that insulation furnished is acceptable to roofing manufacturer as a component of roofing system and is eligible for roof manufacturer's system warranty.

1.5 QUALITY ASSURANCE

- A. Fire Classification, ASTM E-108.
- B. Manufacturer's Certificate: Certify that roof system furnished is approved by Factory Mutual, Underwriters Laboratories, Warnock Hersey or approved third party testing facility in accordance with ASTM E108, Class A for external fire and meets local or nationally recognized building codes.
- C. Manufacturer's Certificate: Certify that the roof system is adhered properly to meet or exceed the requirements of FM 1-90.

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- D. Pre-installation meeting: Refer to Division 07 roofing specifications for pre-installation meeting requirements.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver products to site with seals and labels intact, in manufacturer's original containers, dry and undamaged.
- B. Store all insulation materials in a manner to protect them from the wind, sun and moisture damage prior to and during installation. Any insulation that has been exposed to any moisture shall be removed from the project site.
- C. Keep materials enclosed in a watertight, ventilated enclosure (i.e. tarpaulins).
- D. Store materials off the ground. Any warped, broken or wet insulation boards shall be removed from the site.

PART 2 – PRODUCTS

2.1 PRODUCTS, GENERAL

- A. Refer to Division 01 Section "Common Product Requirements."
- B. Basis of Design: Materials, manufacturer's product designations, and/or manufacturer's names specified herein shall be regarded as the minimum standard of quality required for work of this Section. Comply with all manufacturer and contractor/fabricator quality and performance criteria specified in Part 1.
- C. Substitutions: Products proposed as equal to the products specified in this Section shall be submitted in accordance with Bidding Requirements and Division 01 provisions.
 - 1. Proposals shall be accompanied by a copy of the manufacturer's standard specification section. That specification section shall be signed and sealed by a professional engineer licensed in the state in which the installation is to take place. Substitution requests containing specifications without licensed engineer certification shall be rejected for non-conformance.
 - 2. Include a list of three (3) projects of similar type and extent, located within a one hundred mile radius from the location of the project. In addition, the three projects must be at least five (5) years old and be available for inspection by the Architect, Owner or Owner's Representative.

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3. Equivalency of performance criteria, warranty terms, submittal procedures, and contractual terms will constitute the basis of acceptance.
4. The Owner's decision regarding substitutions will be considered final. Unauthorized substitutions will be rejected.

2.2 INSULATION MATERIALS

A. Thermal Insulation Properties and Approved Insulation Boards.

1. Rigid Polyisocyanurate Roof Insulation (Flat Stock); ASTM C1289:
 - a. Qualities: Rigid, closed cell polyisocyanurate foam core bonded to heavy duty glass fiber mat facers.
 - b. Thickness: Minimum 5.2 inch (Two layer of 2.6 inch).
 - c. R-Value: Minimum 30.
 - d. Compliances: UL, WH or FM listed under Roofing Systems Federal Specification HH-I-1972, Class 1.
 - e. Acceptable Products:
 - 1) ENRGY-3; Johns Manville
 - 2) Approved Equivalent
2. Tapered Polyisocyanurate Roof Insulation; ASTM C1289:
 - a. Qualities: Factory Tapered, closed cell polyisocyanurate foam core bonded to heavy duty glass fiber mat facers.
 - b. Thickness: Minimum 4.2"
 - c. Average R-Value: Minimum 30
 - d. Tapered Slope: ¼" per foot
 - e. Compliances: UL, WH or FM listed under Roofing Systems Federal Specification HH-I-1972, Class 1
 - f. Acceptable Products:
 - 1) ENRGY 3; Johns Manville
 - 2) Approved Equivalent
3. Tapered Polyisocyanurate Roof Insulation; ASTM C1289:
 - a. Qualities: Factory Tapered, closed cell polyisocyanurate foam
 - b. core bonded to heavy duty glass fiber mat facers.
 - c. Thickness: Minimum 4.2"
 - d. Average R-Value: Minimum 30
 - e. Tapered Slope: 1/8" per foot
 - f. Compliances: UL, WH or FM listed under Roofing Systems Federal Specification HH-I-1972, Class 1
 - g. Acceptable Products:
 - 3) ENRGY 3; Johns Manville
 - 4) Approved Equivalent

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4. Rigid Polyisocyanurate Roof Insulation (Flat Stock); ASTM C1289:
 - a. Qualities: Rigid, closed cell polyisocyanurate foam core bonded to heavy duty glass fiber mat facers.
 - b. Thickness: Minimum 2.7 inch (Base layer for tapered insulation).
 - c. R-Value: Minimum 30.
 - d. Compliances: UL, WH or FM listed under Roofing Systems Federal Specification HH-I-1972, Class 1.
 - e. Acceptable Products:
 - 3) ENRGY-3; Johns Manville
 - 4) Approved Equivalent
5. Dens-Deck Prime Roof Board
 - a. Qualities: Nonstructural glass mat faced, noncombustible, water-resistant treated gypsum core panel.
 - b. Board Size: Four feet by four feet (4'x4').
 - c. Thickness: One half (1/2) inch.
 - d. R-Value: .56
 - e. Compliances: UL, WH or FM listed under Roofing Systems.

2.3 RELATED MATERIALS

- A. Fiber Cant and Tapered Edge Strips: Performed rigid insulation units of sizes/shapes indicated, matching insulation board or of perlite or organic fiberboard, as per the approved manufacturer.
 1. Acceptable Manufacturers:
 - a. Celotex
 - b. Johns Manville
 - c. GAF
 - d. Garland
- B. Protection Board: Pre-molded semi-rigid asphalt composition board one half (1/2) inch.
- C. Roof Board Joint Tape: Six (6) inches wide glass fiber mat with adhesive compatible with insulation board facers.
- D. Roof Deck Insulation Adhesive: Dual-component, high rise foam adhesive as recommended by insulation manufacturer and approved by FM indicated ratings.
 1. Tensile Strength (ASTM D412).....250 psi
 2. Density (ASTM D1875).....8.5 lbs./gal.
 3. Viscosity (ASTM D2556).....22,000 to 60,000 cP.
 4. 2 `Peel Strength (ASTM D903).....17 lb/in.
 5. 3 `Flexibility (ASTM D816).....Pass @ -70°F

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- E. Fasteners: Corrosion resistant screw fastener as recommended by roof membrane manufacturer.
 - 1. Factory Mutual Tested and Approved with three (3) inches coated disc for I-90 rating, length required to penetrate metal deck one inch.

PART 3 – EXECUTION

3.1 EXECUTION, GENERAL

- A. Comply with requirements of Division 01 Section “Common Execution Requirements.”

3.2 INSPECTOR OF SURFACES

- A. Roofing contractor shall be responsible for preparing an adequate substrate to receive insulation.
 - 1. Verify that work which penetrates roof deck has been completed.
 - 2. Verify that wood nailers are properly and securely installed.
 - 3. Examine surfaces for defects, rough spots, ridges, depressions, foreign material, moisture, and unevenness.
 - 4. Do not proceed until defects are corrected.
 - 5. Do not apply insulation until substrate is sufficiently dry.
 - 6. Broom clean substrate immediately prior to application.
 - 7. Use additional insulation to fill depressions and low spots that would otherwise cause ponding water.
 - 8. Verify that temporary roof has been completed.

3.3 INSTALLATION

- A. Attachment with Mechanical Fasteners
 - 1. Approved insulation board shall be fully attached to the deck with an approved mechanical fastening system. As a minimum, the amount of fasteners shall be in accordance with manufacturer’s recommendation for FM I-90 system. Otherwise, a minimum of one fastener per two square feet shall be installed.
 - 2. Filler pieces of insulation require at least two fasteners per piece if size of insulation is less than four square feet.
 - 3. Spacing pattern of fasteners shall be as per manufacturer’s recommendations to meet the FM requirements. Placement of any fastener from edge of insulation board shall be a minimum of three inches, and a maximum of six (6) inches.
 - 4. Minimum penetration into deck shall be as recommended by the fastener manufacturer. There is a one (1) inch minimum for metal,

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wood and structural concrete decks where not specified by the manufacturer. For gypsum and cement-wood fiber decks, penetration shall be determined from pull-out test results with a minimum penetration of one and one-half (1 ½) inches.

5. Gypsum and cementitious wood fiber decks: Where the roof deck is visible from the building interior, the contractor shall ensure no penetration of fasteners through underside of the deck. Any holes or spalling caused by fastener installation shall be repaired by the roofing contractor. Where the new roof system thickness exceeds an amount so that a minimum of 1 ½ of penetration cannot be achieved with an Olympic TB Fastener, or approved equivalent, then (and only then) toggle bolts may be used to secure installation to the deck.
 6. Tape joints of insulation as per manufacturer's requirements.
- B. Attachment with Insulation Adhesive Approved by Factory Mutual (FM).
1. Ensure all surfaces are clean, dry, free of dirt, debris, oils, loose ore embedded gravel, unadhered coatings, deteriorated membrane and other contaminants that may inhibit adhesion.
 2. Apply insulation adhesive directly to the substrate using a ribbon pattern with one quarter to one half (1/4-1/2) inch wide beads 12 inches o.c., using either the manual applicator or an automatic applicator, at a rate of one (1) gallon per one hundred (150) square feet per cartridge.
 3. Immediately place insulation boards into wet adhesive. Do not slide boards into place. Do not allow the adhesive to skin over before installing insulation boards.
 4. Briefly step each board into place to ensure contact with the adhesive. Substrates with irregular surfaces may prevent the insulation board from making positive contact with the adhesive. Relief cuts or temporary weights may be required to ensure proper contact.
 5. All boards shall be cut and fitted where the roof deck intersects a vertical surface. The boards shall be cut to fit a minimum of one quarter (1/4) inch away from the vertical surface.
 6. Tape joints of insulation as per manufacturer's requirements.

C. FASTENING PATTERN

- a. WINGS A+B (Concrete Deck)
 - i. Edge Zone Width: 4ft 3in.
 - ii. Insulation Adhesive – 12 in o.c. in all zones and layers of insulation
- b. CAFETERIA (Metal Deck)
 - i. Edge Zone Width: 6ft 0in.
 - ii. Fastener Pattern – Zone 1 – 11; Zone 2 – 17; Zone 3 – 22

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- iii. Insulation Adhesive – Zone 1 – 12”oc; Zone 2 – 6”oc; Zone 3-4” oc
- c. OFFICE/CLASSROOM (WOOD)
 - i. Edge Zone Width: 4ft 4in.
 - ii. Fastener Pattern – Zone 1 – 16; Zone 2 – 24; Zone 3 – 32
 - iii. Insulation Adhesive – Zone 1 – 12”oc; Zone 2 – 6”oc; Zone 3-4” oc
- d. GYMNASIUM (TECTUM)
 - i. Edge Zone Width: 7ft 2in.
 - ii. Base sheetFastener Pattern – 9 in o.c. in field; 4” oc at lap
 - iii. Insulation Adhesive – Zone 1 – 12”oc; Zone 2 – 6”oc; Zone 3-4” oc

3.4 CLEANING

- A. Remove debris and cartons from roof deck. Leave insulation clean and dry, ready to receive roofing membrane.

3.5 CONSTRUCTION WASTE MANAGEMENT

- A. Remove and properly dispose of waste products generated during installation. Comply with requirements of authorities having jurisdiction.

END OF SECTION

SECTION 07 55 00
MODIFIED BITUMINOUS MEMBRANE ROOFING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Cold Applied 2-Ply Solvent Free Asphalt Roofing

1.2 RELATED SECTIONS

- A. Section 06 10 00 – Rough Carpentry.
- B. Section 07 27 00 – Roof Deck and Insulation
- C. Section 07 62 00 – Edge Metal, Sheet Metal Flashing and Trim.
- D. Section 07 92 13 – Joint Sealants

1.3 REFERENCES

- A. ASTM D 41 - Standard Specification for Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing.
- B. ASTM D 312 - Standard Specification for Asphalt used in Roofing.
- C. ASTM D 451 - Standard Test Method for Sieve Analysis of Granular Mineral Surfacing for Asphalt Roofing Products.
- D. ASTM D 1970 - Specification for Sheet Materials, Self-Adhering Polymer Modified Bituminous, Used as Steep Roofing Underlayment for Ice Dam Protection.
- E. ASTM D 1079 Standard Terminology Relating to Roofing, Waterproofing and Bituminous Materials.
- F. ASTM D 1227 Standard Specification for Emulsified Asphalt Used as a Protective Coating for Roofing.
- G. ASTM D 1863 Standard Specification for Mineral Aggregate Used as a Protective Coating for Roofing.
- H. ASTM D 2178 Standard Specification for Asphalt Glass Felt Used in Roofing and Waterproofing.
- I. ASTM D 2824 Standard Specification for Aluminum-Pigmented Asphalt Roof Coating.

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- J. ASTM D 4586 Standard Specification for Asphalt Roof Cement, Asbestos-Free.
- K. ASTM D 4601 Standard Specification for Asphalt Coated Glass Fiber Base Sheet Used in Roofing.
- L. ASTM D 5147 Standard Test Method for Sampling and Testing Modified Bituminous Sheet Materials.
- M. ASTM D 6162 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using a Combination of Polyester and Glass Fiber Reinforcements.
- N. ASTM D 6163 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Glass Fiber Reinforcements.
- O. ASTM D 6164 - Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Polyester Reinforcements.
- P. ASTM D 6754 - Standard Specification for Ketone Ethylene Ester (KEE) Sheet Roofing.
- Q. ASTM D 6757 - Standard Specification for Underlayment Felt Containing Inorganic Fibers Used in Steep-Slope Roofing.
- R. ASTM E 108 - Standard Test Methods for Fire Test of Roof Coverings
- S. Factory Mutual Research (FM): Roof Assembly Classifications.
- T. National Roofing Contractors Association (NRCA): Roofing and Waterproofing Manual.
- U. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - Architectural Sheet Metal Manual.
- V. Underwriters Laboratories, Inc. (UL): Fire Hazard Classifications.
- W. Warnock Hersey (WH): Fire Hazard Classifications.
- X. ANSI-SPRI ES-1 Wind Design Standard for Edge Systems used with Low Slope Roofing Systems.
- Y. ASCE 7, Minimum Design Loads for Buildings and Other Structures
- Z. UL - Fire Resistance Directory.
- AA. FM Approvals - Roof Coverings and/or RoofNav assembly database.

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BB. FBC - Florida Building Code.

CC. Miami-Dade Building Code Compliance - N.O.A. (Notice of Acceptance).

DD. California Title 24 Energy Efficient Standards.

1.4 DESIGN / PERFORMANCE REQUIREMENTS

- A. Perform work in accordance with all federal, state and local codes.
- B. Exterior Fire Test Exposure: Roof system shall achieve a UL, FM and/or WH Class rating for roof slopes indicated on the Drawings as follows:
 - 1. Factory Mutual Class A Rating.
 - 2. Underwriters Laboratory Class A Rating.
 - 3. Warnock Hersey Class A Rating.
- C. Design Requirements: **All Sections**
 - 1. Uniform Wind Uplift Load Capacity
 - a. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria.
 - 1) Design Code: ASCE 7-10, Method 2 for Components and Cladding.
 - 2) Importance Category:
 - a) III.
 - 3) Importance Factor of:
 - a) 1.0
 - 4) Wind Speed: 130 mph
 - 5) Ultimate Pullout Value: 492 pounds per each of the fastener
 - 6) Exposure Category:
 - a) B.
 - 7) Design Roof Height: Varies.
 - 8) Minimum Building Width: Varies
 - 9) Roof Pitch: .25 :12.
 - 10) Roof Area Design Uplift Pressure: ALL SECTIONS
 - a) Zone 1 - Field of roof 18.2 psf
 - b) Zone 2 - Eaves, ridges, hips and rakes 30.6 psf
 - c) Zone 3 - Corners 46.1 psf
 - 2. Live Load: 20 psf, or not to exceed original building design.
 - 3. Dead Load:
 - a. Installation of new roofing materials shall not exceed the dead load capacity of the existing roof structure.

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- D. Energy Star: Roof System shall comply with the initial and aged reflectivity required by the U.S. Federal Government's Energy Star program.
- E. LEED: Roof system shall meet the reflectivity and emissivity criteria to qualify for one point under the LEED credit category, Credit 7.2, Landscape & Exterior Design to Reduce Heat Island - Roof.
- F. Roof System membranes containing recycled or bio-based materials shall be third party certified through UL Environment.
- G. Roof system shall have been tested in compliance with the following codes and test requirements:
 - 1. Underwriters Laboratories:
 - 2. Warnock Hersey
 - a. ITS Directory of Listed Products
 - 3. FM Approvals:
 - a. RoofNav Website

1.5 SUBMITTALS

- A. Submit under provisions of Section 01 33 00.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation instructions.
- C. Shop Drawings: Submit shop drawings including installation details of roofing, flashing, fastening, insulation and vapor barrier, including notation of roof slopes and fastening patterns of insulation and base modified bitumen membrane, prior to job start.
- D. Design Pressure Calculations: Submit design pressure calculations for the roof area in accordance with ASCE 7 and local Building Code requirements. Include a roof system attachment analysis report, certifying the system's compliance with applicable wind load requirements before Work begins.
- E. LEED Submittals: Provide documentation of how the requirements of Credit will be met:
 - 1. List of proposed materials with recycled content. Indicate post-consumer recycled content and pre-consumer recycled content for each product having recycled content.
 - 2. Product data and certification letter indicating percentages by weight of post-consumer and pre-consumer recycled content for products having recycled content.

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3. Product reflectivity and emissivity criteria to qualify for one point under the LEED credit category, Credit 7.2, Landscape & Exterior Design to Reduce Heat Island - Roof.
- F. Recycled or Bio-Based Materials: Provide third party certification through UL Environment of roof System membranes containing recycled or bio based materials.
- G. Verification Samples: For each modified bituminous membrane ply product specified, two samples, minimum size 6 inches square, representing actual product, color, and patterns.
- H. Manufacturer's Certificates: Provide to certify products meet or exceed specified requirements.
- I. Test Reports: Submit test reports, prepared by an independent testing agency, for all modified bituminous sheet roofing, indicating compliance with ASTM D5147. Testing must be performed at 77 deg. F. Tests at 0 deg. F will not be considered.
- J. Test Reports: Submit test reports, prepared by an independent testing agency, for all modified bituminous sheet roofing, indicating compliance with ASTM D5147.
- K. Manufacturer's Fire Compliance Certificate: Certify that the roof system furnished is approved by Factory Mutual (FM), Underwriters Laboratories (UL), Warnock Hersey (WH) or approved third party testing facility in accordance with ASTM E108, Class A for external fire and meets local or nationally recognized building codes.
- L. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic inspection and maintenance of all completed roofing work. Provide product warranty executed by the manufacturer. Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual.
- B. Manufacturer Qualifications: Company specializing in manufacturing products specified with documented ISO 9001 certification and minimum of twelve years of documented experience and must not have been in Chapter 11 bankruptcy during the last five years.

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- C. Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience and a certified Pre-Approved Contractor.
- D. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress.
- E. Product Certification: Provide manufacturer's certification that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.
- F. Source Limitations: Obtain all components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer. Upon request of the Architect or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

1.7 PRE-INSTALLATION MEETINGS

- A. Convene minimum two weeks prior to commencing Work of this section.
- B. Review installation procedures and coordination required with related Work.
- C. Inspect and make notes of job conditions prior to installation:
 - 1. Record minutes of the conference and provide copies to all parties present.
 - 2. Identify all outstanding issues in writing designating the responsible party for follow-up action and the timetable for completion.
 - 3. Installation of roofing system shall not begin until all outstanding issues are resolved to the satisfaction of the Architect.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's unopened packaging with labels intact until ready for installation.
- B. Store all roofing materials in a dry place, on pallets or raised platforms, out of direct exposure to the elements until time of application. Store materials at least 4 inches above ground level and covered with "breathable" tarpaulins.
- C. Stored in accordance with the instructions of the manufacturer prior to their application or installation. Store roll goods on end on a clean flat surface except store KEE-Stone FB 60 rolls flat on a clean flat surface. No wet or damaged materials will be used in the application.

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- D. Store at room temperature wherever possible, until immediately prior to installing the roll. During winter, store materials in a heated location with a 50 degree F (10 degree C) minimum temperature, removed only as needed for immediate use. Keep materials away from open flame or welding sparks.
- E. Avoid stockpiling of materials on roofs without first obtaining acceptance from the Architect/Engineer.
- F. Adhesive storage shall be between the range of above 50 degree F (10 degree C) and below 80 degree F (27 degree C). Area of storage shall be constructed for flammable storage.

1.9 COORDINATION

- A. Coordinate Work with installing associated metal flashings as work of this section proceeds.

1.10 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.11 WARRANTY

- A. Upon completion of the work, provide the Manufacturer's written and signed Edge-To-Edge NDL System Warranty, warranting that, if a leak develops in the roof during the term of this warranty, due either to defective material or defective workmanship by the installer, the manufacturer shall provide the Owner, at the Manufacturer's expense, with the labor and material necessary to return the defective area to a watertight condition including Metal Edge Components.
 - 1. Warranty Period:
 - a. 20 years from date of acceptance.
- B. **ADD ALTERNATE #1** If the Owner elects to accept Add Alternate #1 the roof area covered under the warranty described in paragraph 11.1 A above will be increased by approximately 5900 sq. ft.
- C. **ADD ALTERNATE #2** Upon completion of the work increase warranty period to 25 years. Provide the Manufacturer's written and signed Edge-To-Edge NDL System Warranty, warranting that, if a leak develops in the roof during the term of this warranty, due either to defective material or defective workmanship by the installer, the manufacturer shall provide the Owner, at the Manufacturer's expense, with the labor and material necessary to return the defective area to a watertight condition including Metal Edge Components.

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1. Warranty Period:
 - a. 25 years from date of acceptance.
- D. Installer is to guarantee all work against defects in materials and workmanship for a period indicated following final acceptance of the Work.
 1. Warranty Period:
 - a. 2 years from date of acceptance.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Requests for substitutions will be considered in accordance with provisions of Section 01 33 00.
- B. The Products specified are intended and the Standard of Quality for the products required for this project. If other products are proposed the bidder must disclose in the bid the manufacturer and the products that they intend to use on the Project. If no manufacturer and products are listed, the bid may be accepted only with the use of products specified.
 1. Bidder will not be allowed to change materials after the bid opening date.
 2. If alternate products are included in the bid, the products must be equal to or exceed the products specified. Supporting technical data shall be submitted to the Architect/ Owner for approval prior to acceptance.
 3. In making a request for substitution, the Bidder/Roofing Contractor represents that it has:
 - a. Personally investigated the proposed product or method, and determined that it is equal or superior in all respects to that specified.
 - b. Will provide the same guarantee for substitution as for the product and method specified.
 - c. Will coordinate installation of accepted substitution in work, making such changes as may be required for work to be completed in all respects.
 - d. Will waive all claims for additional cost related to substitution, which consequently become apparent.
 - e. Cost data is complete and includes all related cost under his/her contract or other contracts, which may be affected by the substitution.
 - f. Will reimburse the Owner for all redesign cost by the Architect for accommodation of the substitution.
 4. Architect/ Owner reserves the right to be the final authority on the acceptance or rejection of any or all bids, proposed alternate roofing systems or materials that has met ALL specified requirement criteria.

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5. Failure to submit substitution package, or any portion thereof requested, will result in immediate disqualification and consideration for that particular contractors request for manufacturer substitution.

2.2 COLD APPLIED 2-PLY SOLVENT FREE ASPHALT ROOFING - STRESSPLY, OPTIMAX, OR VERSIPLY

- A. Nailable Base Sheet: One ply fastened to the deck per wind uplift calculations.
 1. 40 mil modified membrane:
- B. Base (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive:
 1. 80 mil modified membrane:
- C. Modified Cap (Ply) Sheet: One ply bonded to the prepared substrate with interplay adhesive.
 1. 160 mil (min) FR Mineral (Environmental):
- D. Interply Adhesive: (Layer 1 and 2)
 1. VOC FREE – (1 part only) Membrane Adhesive:
- E. Flashing Base Ply: One ply bonded to the prepared substrate with Interply Adhesive:
 1. 40 mil modified membrane:
- F. Flashing Cap (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive: except torch sheet.
 1. 160 mil (min) FR Mineral (Environmental)
- G. Flashing Ply Adhesive:
 1. VOC FREE – (1 part only) Flashing Adhesive:
- H. Surfacing: Requires 30 days wait before applying.
 1. Surface Coatings
 - a. 2 coats of Acrylic Coating from same Manufacturer

2.3 ACCESSORIES

- A. Roof Cement: Roof Cement/Flashing Bond, Type II, Class I, meeting ASTM D 4568

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.

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- B. Inspect and approve the deck condition, slopes and fastener backing if applicable, parapet walls, expansion joints, roof drains, stack vents, vent outlets, nailers and surfaces and elements.
- C. Verify that work penetrating the roof deck, or which may otherwise affect the roofing, has been properly completed.
- D. If substrate preparation and other conditions are the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. General: Clean surfaces thoroughly prior to installation.
 - 1. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
 - 2. Fill substrate surface voids that are greater than 1/4 inch wide with an acceptable fill material.
 - 3. Roof surface to receive roofing system shall be smooth, clean, free from loose gravel, dirt and debris, dry and structurally sound.
 - 4. Wherever necessary, all surfaces to receive roofing materials shall be power broom and vacuumed to remove debris and loose matter prior to starting work.
 - 5. Do not apply roofing during inclement weather. Do not apply roofing membrane to damp, frozen, dirty, or dusty surfaces.
 - 6. Fasteners and plates for fastening components mechanically to the substrate shall provide a minimum pull-out capacity of 300 lbs. (136 k) per fastener. Base or ply sheets attached with cap nails require a minimum pullout capacity of 40 lb. per nail.
 - 7. Prime decks where required, in accordance with requirements and recommendations of the primer and deck manufacturer.

3.3 INSTALLATION - GENERAL

- A. Install modified bitumen membranes and flashings in accordance with manufacturer's instructions and with the recommendations provided by the National Roofing Contractors Association's Roofing & Waterproofing Manual, the Asphalt Roofing Manufacturers Association, and applicable codes.
- B. General: Avoid installation of modified bitumen membranes at temperatures lower than 40-45 degrees F. When work at such temperatures unavoidable use the following precautions:
 - 1. Take extra care during cold weather installation and when ambient temperatures are affected by wind or humidity, to ensure adequate bonding is achieved between the surfaces to be joined. Use extra care at material seam welds and where adhesion of the applied product to the appropriately prepared

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- substrate as the substrate can be affected by such temperature constraints as well.
2. Unrolling of cold materials, under low ambient conditions must be avoided to prevent the likelihood of unnecessary stress cracking. Rolls must be at least 40 degrees F at the time of application. If the membrane roll becomes stiff or difficult to install, it must be replaced with roll from a heated storage area.
- C. Commence installation of the roofing system at the lowest point of the roof (or roof area), working up the slope toward the highest point. Lap sheets shingle fashion so as to constantly shed water
- D. All slopes greater than 2:12 require back-nailing to prevent slippage of the ply sheets. Use ring or spiral-shank 1 inch cap nails, or screws and plates at a rate of 1 fastener per ply (including the membrane) at each insulation stop. Place insulation stops at 16 ft o.c. for slopes less than 3:12 and 4 feet o.c. for slopes greater than 3:12. On non-insulated systems, nail each ply directly into the deck at the rate specified above. When slope exceeds 2:12, install all plies parallel to the slope (strapping) to facilitate backnailing. Install 4 additional fasteners at the upper edge of the membrane when strapping the plies.

3.4 INSTALLATION COLD APPLIED ROOF SYSTEM

- A. Base Ply: Cut base ply sheets into 18 foot lengths and allow plies to relax before installing. Install base sheet in Interply Adhesive: applied at the rate required by the manufacturer. Shingle base sheets uniformly to achieve one ply throughout over the prepared substrate. Shingle in proper direction to shed water on each large area of roofing.
1. Lap ply sheet ends 8 inches. Stagger end laps 12 inches minimum.
 2. Solidly bond to the substrate and adjacent ply with specified cold adhesive at the rate of 2 to 2-1/2 gallons per 100 square feet.
 3. Roll must push a puddle of adhesive in front of it with adhesive slightly visible at all side laps. Use care to eliminate air entrapment under the membrane.
 4. Install subsequent rolls of modified across the roof as above with a minimum of 4 inch side laps and 8 inch staggered end laps. Lay modified membrane in the same direction as the underlayers but the laps shall not coincide with the laps of the base layers.
 5. Extend plies 2 inches beyond top edges of cants at wall and projection bases.
 6. Install base flashing ply to all perimeter and projection details.
 7. Allow the one ply of base sheet to cure at least 30 minutes before installing the modified membrane. However, the modified membrane must be installed the same day as the base plies.

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- B. Modified Cap Ply(s): Cut cap ply sheets into 18 foot lengths and allow plies to relax before installing. Install in interplay adhesive applied at the rate required by the manufacturer. Shingle sheets uniformly over the prepared substrate to achieve the number of plies specified. Shingle in proper direction to shed water on each large area of roofing.
1. Lap ply sheet ends 8 inches. Stagger end laps 12 inches minimum.
 2. Solidly bond to the base layers with specified cold adhesive at the rate of 2 to 2-1/2 gallons per 100 square feet.
 3. Roll must push a puddle of adhesive in front of it with adhesive slightly visible at all side laps. Care should be taken to eliminate air entrapment under the membrane.
 4. Install subsequent rolls of modified across the roof as above with a minimum of 4 inch side laps and 8 inch staggered end laps. Lay modified membrane in the same direction as the underlayers but the laps shall not coincide with the laps of the base layers.
 5. Allow cold adhesive to set for 5 to 10 minutes before installing the top layer of modified membrane.
 6. Extend membrane 2 inches beyond top edge of all cants in full moppings of the cold adhesive as shown on the Drawings.
- C. Fibrous Cant Strips: Provide non-combustible perlite or glass fiber cant strips at all wall/curb detail treatments where angle changes are greater than 45 degrees. Cant may be set in approved cold adhesives, hot asphalt or mechanically attached with approved plates and fasteners.
- D. Wood Blocking, Nailers and Cant Strips: Provide wood blocking, nailers and cant strips as specified in Section 06114.
1. Provide nailers at all roof perimeters and penetrations for fastening membrane flashings and sheet metal components.
 2. Wood nailers should match the height of any insulation, providing a smooth and even transition between flashing and insulation areas.
 3. Nailer lengths should be spaced with a minimum 1/8 inch gap for expansion and contraction between each length or change of direction.
 4. Nailers and flashings should be fastened in accordance with Factory Mutual "Loss Prevention Data Sheet 1- 49, Perimeter Flashing" and be designed to be capable of resisting a minimum force of 200 lbs/lineal foot in any direction.
- E. Metal Work: Provide metal flashings, counter flashings, parapet coping caps and thru-wall flashings as specified in Section 07620 or Section 07710. Install in accordance with the SMACNA "Architectural Sheet Metal Manual" or the NRCA Roofing Waterproofing manual.
- F. Termination Bar: Provide a metal termination bar or approved top edge securement

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at the terminus of all flashing sheets at walls and curbs. Fasten the bar a minimum of 8 inches (203 mm) o/c to achieve constant compression. Provide suitable, sealant at the top edge if required.

- G. Flashing Base Ply: Install flashing sheets by the same application method used for the base ply.
1. Seal curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
 2. Prepare all walls, penetrations, expansion joints and where shown on the Drawings to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
 3. Adhere to the underlying base ply with specified flashing ply adhesive unless otherwise specified. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
 4. Solidly adhere the entire flashing ply to the substrate. Secure the tops of all flashings that are not run up and over curb through termination bar fastened at 6 inches (152 mm) O.C. and sealed at top.
 5. Seal all vertical laps of flashing ply with a three-course application of trowel-grade mastic and fiberglass mesh.
 6. Coordinate counter flashing, cap flashings, expansion joints and similar work with modified bitumen roofing work as specified.
 7. Coordinate roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices with the roofing system work.
 8. Secure the top edge of the flashing sheet using a termination bar only when the wall surface above is waterproofed, or nailed 4 inches on center and covered with an acceptable counter flashing.
- H. Flashing Cap Ply:
1. Seal curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
 2. Prepare all walls, penetrations, expansion joints and where shown on the Drawings to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
 3. Adhere to the underlying base flashing ply with specified flashing ply adhesive unless otherwise specified. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
 4. Coordinate counter flashing, cap flashings, expansion joints and similar work with modified bitumen roofing work as specified.
 5. Coordinate roof accessories, miscellaneous sheet metal accessory items with the roofing system work.
 6. All stripping shall be installed prior to flashing cap sheet installation.

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7. Heat and scrape granules when welding or adhering at cut areas and seams to granular surfaces at all flashings.
 8. Secure the top edge of the flashing sheet using a termination bar only when the wall surface above is waterproofed, or nailed 4 inches on center and covered with an acceptable counter flashing.
- I. Surface Coatings: Apply roof coatings in strict conformance with the manufacturer's recommended procedures.

3.5 CLEANING

- A. Clean-up and remove daily from the site all wrappings, empty containers, paper, loose particles and other debris resulting from these operations.
- B. Remove asphalt markings from finished surfaces.
- C. Repair or replace defaced or disfigured finishes caused by Work of this section.

3.6 PROTECTION

- A. Provide traffic ways, erect barriers, fences, guards, rails, enclosures, chutes and the like to protect personnel, roofs and structures, vehicles and utilities.
- B. Protect exposed surfaces of finished walls with tarps to prevent damage.
- C. Plywood for traffic ways required for material movement over existing roofs shall be not less than 5/8 inch (16 mm) thick.
- D. In addition to the plywood listed above, an underlayment of minimum 1/2 inch (13 mm) recover board is required on new roofing.
- E. Special permission shall be obtained from the Manufacturer before any traffic shall be permitted over new roofing.

3.7 FIELD QUALITY CONTROL

- A. Inspection: Provide manufacturer's field observations at start-up and daily site visits to keep Owner updated with the progress of the project. Provide a final inspection upon completion of the Work.
 1. Warranty shall be issued upon manufacturer's acceptance of the installation.
 2. Field observations shall be performed by a Sales Representative employed full-time by the manufacturer and whose primary job description is to assist, inspect and approve membrane installations for the manufacturer.
 3. Provide observation reports from the Sales Representative indicating procedures followed, weather conditions and any discrepancies found during inspection.

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4. Provide a final report from the Sales Representative, certifying that the roofing system has been satisfactorily installed according to the project specifications, approved details and good general roofing practice.

3.8 SCHEDULES

A. Base (Ply) Sheet:

1. 80 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing base sheet reinforced with a fiberglass scrim, performance requirements according to ASTM D 5147.
 - a. Tensile Strength, ASTM D 5147
 - 1) 2 in/min. @ 0 +/- 3.6 deg. F MD 100 lbf/in XD 100 lbf/in
 - 2) 50mm/min. @ -17.78 +/- 2 deg. C MD 17.5 kN/m XD 17.5 kN/m
 - b. Tear Strength, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 110 lbf XD 100 lbf
 - 2) 50mm/min. @ 23 +/- 2 deg. C MD 489 N XD 444 N
 - c. Elongation at Maximum Tensile, ASTM D 5147
 - 1) 2 in/min. @ 0 +/- 3.6 deg. F MD 4 % XD 4 %
 - 2) 50mm/min @ -17.78 +/- 2 deg. C MD 4 % XD 4 %
 - d. Low Temperature Flexibility, ASTM D 5147, Passes -40 deg. F (-40 deg. C)

B. Thermoplastic/Modified Cap (Ply) Sheet:

1. 160 mil SBS and SIS (Styrene-Butadiene-Styrene and Styrene-Isoprene-Styrene) mineral surfaced rubber modified roofing membrane with fire retardant characteristics and reinforced with a dual fiberglass scrim and polyester scrim. ASTM D 6162, Type III Grade G
 - a. Tensile Strength, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 500 lbf/in XD 550 lbf/in
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 87.5 kN/m XD 96.25 kN/m
 - b. Tear Strength, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 900 lbf XD 950 lbf
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 4003 N XD 4226 N
 - c. Elongation at Maximum Tensile, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 6.0% XD 6.0%
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 6.0% XD 6.0%
 - d. Low Temperature Flexibility, ASTM D 5147, Passes -40 deg. F (-40 deg. C)

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C. Interply Adhesive:

1. Membrane Adhesive: Cold applied solvent free membrane adhesive: zero V.O.C. compliant performance requirements: 1 part only to be accepted – 2 part mixes not allowed
 - a. Non-Volatile Content ASTM D 4586 100%
 - b. Density ASTM D 1475 11.4 lbs./gal. (1.36 g/m³)
 - c. Viscosity Brookfield 20,000-50,000 cPs.
 - d. Flash Point ASTM D 93 400 deg. F min. (232 deg. C)
 - e. Slope: up to 3:12

D. Flashing Base Ply:

1. 40 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing base sheet with dual fiberglass reinforced scrim.
 - a. Tensile Strength, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 215 lbf/in XD 215 lbf/in
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 37.5 kN/m XD 37.5 kN/m
 - b. Tear Strength, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 275 lbf XD 275 lbf
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 1223 N XD 1223 N
 - c. Elongation at Maximum Tensile, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 4.5% XD 4.5%
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 4.5% XD 4.5%
 - d. Low Temperature Flexibility, ASTM D 5147
 - 1) Passes -30 deg. F (-34 deg. C). Meets or Exceeds ASTM D 4601 Type II Performance Criteria.

E. Flashing Ply Adhesive:

1. Flashing Adhesive: Cold applied solvent free flashing adhesive: zero V.O.C.: 1 part only to be accepted – 2 part mixes not allowed
2.
 - a. Non-Volatile Content ASTM D 4586 100%
 - b. Density ASTM D 1475 11.8 lbs./gal. (1.17 g/m³)
 - c. Viscosity Brookfield 400,000 cPs.
 - d. Flash Point ASTM D 93 400 deg. F min. (232 deg. C)

F. Surfacing:

1. Flashing Cap (Ply) Sheet:
 - a. 160 mil SBS and SIS (Styrene-Butadiene-Styrene and Styrene-Isoprene-Styrene) mineral surfaced rubber modified roofing membrane with fire retardant characteristics and reinforced with a dual fiberglass scrim and polyester scrim. ASTM D 6162, Type III Grade G

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- 1) Tensile Strength, ASTM D 5147
 - a) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 500 lbf/in XD 550 lbf/in
 - b) 50 mm/min. @ 23 +/- 2 deg. C MD 87.5 kN/m XD 96.25 kN/m
 - 2) Tear Strength, ASTM D 5147
 - a) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 900 lbf XD 950 lbf
 - b) 50 mm/min. @ 23 +/- 2 deg. C MD 4003 N XD 4226 N
 - 3) Elongation at Maximum Tensile, ASTM D 5147
 - a) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 6.0% XD 6.0%
 - b) 50 mm/min. @ 23 +/- 2 deg. C MD 6.0% XD 6.0%
 - 4) Low Temperature Flexibility, ASTM D 5147, Passes -40 deg. F (-40 deg. C)
2. Surface Coatings:
- a. Surfacing:
 - 1) White elastomeric roof coating, Energy Star approved acrylic roof coating:
 - a) Weight/Gallon 12 lbs./gal. (1.44 g/cm³)
 - b) Non-Volatile % (ASTM D 1644) 66 min
 - c) Reflectance 81%

END OF SECTION

SECTION 07 62 00
EDGE METAL, SHEET METAL FLASHING AND TRIM

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Provide all labor, equipment, and materials to fabricate and install the following.
 - 1. Edge strip and flashing
 - 2. Fascia, scuppers, and trim
 - 3. Coping cap at parapets
 - 4. Expansion joint and area divider covers
 - 5. Fascia and edge material
 - 6. Gutters, scuppers and down spouts
- B. Related Sections:
 - 1. Division 07 Section Common Work Results for Thermal and Moisture Protection
- C. Related Work Specified Elsewhere:
 - 1. Section 06 10 00 - Rough Carpentry
 - 2. Section 07 55 00 - Modified Bituminous Membrane Roofing
 - 3. Section 07 92 13 - Joint Sealants

1.3 REFERENCES

- A. American Society for Testing and Materials (ASTM)
 - 1. ASTM A653 Standard Specification for Steel Sheet, Zinc-Coated (galvanized) or Zinc-Iron Alloy-Coated (galvannealed) by the Hot-Dip Process.
 - 2. ASTM A792 Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy Coated by the Hot-Dip Process.
 - 3. ASTM B209 Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
 - 4. ASTM B221 Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
 - 5. ASTM D692 Standard Specification for Coarse Aggregate for Bituminous Paving Mixtures.

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- B. American National Standards Institute and Single Ply Roofing Institute (ANSI/SPRI)
 - 1. ANSI/SPRI ES-1 Testing and Certification Listing of Shop Fabricated Edge Metal
- C. Warnock Hersey International, Inc., Middleton, WI (WH)
- D. Factory Mutual Research Corporation (FMRC)
 - 1. FM 1-49 Loss Prevention Data Sheet
- E. Underwriters Laboratories (UL)
- F. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)
 - 1. 1993 Edition Architectural Sheet Metal Manual
- G. National Roofing Contractors Association (NRCA)
 - 1. Roofing and Waterproofing Manual
- H. American Society of Civil Engineers (ASCE)
 - 1. ASCE 7 Minimum Design Loads for Buildings and Other Structures

1.4 SUBMITTALS FOR REVIEW

- A. Product Data:
 - 1. Provide manufacturer's specification data sheets for each product.
 - 2. Metal material characteristics and installation recommendations.
 - 3. Submit color chart prior to material ordering and/or fabrication so that equivalent colors to those specified can be approved.
- B. Samples: Submit two (2) samples, illustrating typical metal edge, coping, gutters, fascia extenders for material and finish.
- C. Shop Drawings
 - 1. For manufactured and ANSI/SPRI ES-1 compliant shop fabricated gravel stops, fascia, scuppers, and all other sheet metal fabrications.
 - 2. Indicate material profile, jointing details, fastening methods, flashing, terminations, and installation details.
 - 3. Indicate type, gauge and finish of metal
- D. Specimen Warranty: Provide an unexecuted copy of the warranty specified for this Project, identifying the terms and conditions required of the Manufacturer and the Owner.

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1.5 SUBMITTALS FOR INFORMATION

- A. Design Loads: Any material submitted as equal to the specified material must be accompanied by a report signed and sealed by a professional engineer licensed in the state in which the installation is to take place. This report shall show that the submitted equal meets the wind uplift and perimeter attachment requirements according to ASCE 7 and that the submitted equal edge metal system is compliant with the ANSI/SPRI ES-1 standard. Substitution requests submitted without licensed engineer approval will be rejected for non-conformance.
- B. Factory Mutual Research Corporation's (FMRC) wind uplift resistance classification: The roof perimeter flashing shall conform to the requirements as defined by the FMRC Loss Prevention Data Sheet 1-49.
- C. A letter from the manufacturing company certifying that the materials furnished for this project are the same as represented in tests and supporting data.
- D. Mill production reports certifying that the steel thicknesses are within allowable tolerances of the nominal or minimum thickness or gauge specified.
- E. Certification of work progress inspection. Refer to Quality Assurance Article below.
- F. Certifications.
 - 1. Submit roof manufacturer's certification that metal fasteners furnished are acceptable to roof manufacturer.
 - 2. Submit roof manufacturer's certification that metal furnished is acceptable to roofing manufacturer as a component of roofing system and is eligible for roof manufacturer's system warranty.

1.6 CONTRACT CLOSEOUT SUBMITTALS

- A. General: Comply with Requirements of Section 01 78 00 – Closeout Submittals
- B. Special Project Warranty: Provide specified warranty for the Project, executed by the authorized agent of the Manufacturer.
- C. Roofing Maintenance Instructions. Provide a manual of manufacturer's recommendations for maintenance of installed roofing systems.

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- D. Insurance Certification: Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

1.7 QUALITY ASSURANCE

- A. Engage an experienced roofing contractor specializing in sheet metal flashing work with a minimum of five (5) years experience.
- B. Maintain a full-time supervisor/foreman who is on the job-site at all times during installation. Foreman must have a minimum of five (5) years experience with the installation of similar system to that specified.
- C. Source Limitation: Obtain components from a single manufacturer. Secondary products which cannot be supplied by the specified manufacturer shall be approved in writing by the primary manufacturer prior to bidding.
- D. Upon request fabricator/installer shall submit work experience and evidence of financial responsibility. The Owner's representative reserves the right to inspect fabrication facilities in determining qualifications.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's original, unopened containers or packages with labels intact and legible.
- B. Stack pre-formed and pre-finished material to prevent twisting, bending, or abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- C. Prevent contact with materials which may cause discoloration or staining.

1.9 PROJECT CONDITIONS

- A. Determine that work of other trades will not hamper or conflict with necessary fabrication and storage requirements for pre-formed metal edge system.

1.10 DESIGN AND PERFORMANCE CRITERIA

- A. Thermal expansion and contraction:
 - 1. Completed metal edge flashing system, shall be capable of withstanding expansion and contraction of components caused by changes in temperature without buckling, producing excess stress on structure, anchors or fasteners, or reducing performance ability.

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1.11 WARRANTIES

- A. Owner shall receive one (1) warranty from manufacturer of roofing materials covering all of the following criteria. Multiple warranties are not acceptable.
 - 1. Pre-finished metal material shall require a written thirty (30)- year non-prorated warranty covering fade, chalking and film integrity. The material shall not show a color change greater than 5 NBS color units per ASTM D2244 or chalking excess of 8 units per ASTM D659. If either occurs material shall be replaced per warranty, at no cost to the Owner.
 - 2. Changes: Changes or alterations in the edge metal system without prior written consent from the manufacturer shall render the system unacceptable for a warranty.
 - 3. Warranty shall commence on date of substantial completion or final payment, whichever is agreed by contract.
 - 4. The Contractor shall provide the Owner with a notarized written warranty assuring that all sheet metal work including caulking and fasteners to be watertight and secure for a period of two years from the date of final acceptance of the building. Warranty shall include all materials and workmanship required to repair any leaks that develop, and make good any damage to other work or equipment caused by such leaks or the repairs thereof.
 - 5. Installing roofing contractor shall be responsible for the installation of the edge metal system in general accordance with the membrane manufacturer's recommendations.
 - 6. Installing contractor shall certify that the edge metal system has been installed per the manufacturer's printed details and specifications.
 - 7. One manufacturer shall provide a single warranty for all accessory metal for flashings, metal edges and copings, along with the warranty for metal roof areas, membrane roof areas, and any transitions between two different material types.

PART 2 – PRODUCTS

2.1 PRODUCTS, GENERAL

- A. Refer to Division 01 Section “Common Product Requirements.”
- B. Basis of Design: Materials, manufacturer's product designations, and/or manufacturer's names specified herein shall be regarded as the minimum standard of quality required for work of this Section. Comply with all manufacturer and contractor/fabricator quality and performance criteria specified in Part 1.

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- C. Substitutions: Products proposed as equal to the products specified in this Section shall be submitted in accordance with Bidding Requirements and Division 01 provisions.
 - 1. Proposals shall be accompanied by a copy of the manufacturer's standard specification section.
 - 2. Include a list of three (3) projects of similar type and extent, located within a one hundred mile radius from the location of the project. In addition, the three projects must be at least five (5) years old and be available for inspection by the Architect, Owner or Owner's Representative.
 - 3. Equivalency of performance criteria, warranty terms, submittal procedures, and contractual terms will constitute the basis of acceptance.
 - 4. The Owner's decision regarding substitutions will be considered final. Unauthorized and incomplete substitutions will be rejected.

2.2 ACCEPTABLE MANUFACTURERS

- A. The requirements for the metal edge system (edge metal or coping caps must be manufactured and distributed by the manufacturer of the roofing system utilized for the project. The "Edge to Edge" warranty will include the performance and installation of the Metal edge systems.

2.3 MATERIALS

- A. Materials: Minimum gauge of steel or thickness of Aluminum to be specified in accordance with Architectural Sheet Metal Manual, Sheet Metal and Air Conditioning Contractor's National Association, Inc. recommendations.
- B. Flash-less Snap-On Fascia Cover and Splice Plate
 - 1. Aluminum, ASTM B209, alloy 3105-H14, in thickness of .040" nom., if Fascia width is greater than 8.5" .050" nom. Will be required to be utilized.
- C. Flash-less Snap-On Fascia Extruded Base Anchor
 - 1. Base Anchor and Anchor Splice Plates: 6005A-T61 extruded aluminum
 - 2. Compression Seal for top of anchor: TPE thermoplastic elastomer.
 - 3. Sealant for Flange: As required by the manufacturer: Single-component high performance 100% solids, interior and exterior polyether joint sealant
- D. Coping Cap Cover and Splice Plate

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1. Aluminum, ASTM B209, alloy 3105-H14, in thickness of .040" nom. or .050" nom if the stretch is wider than 24 inches (includes inside and outside legs).

E. Coping Chairs

1. Zinc-coated steel, ASTM A653, coating designation G-90, in thickness of 0.0635 nom./ 16 gauge, 36" to 48" by coil length, chemically treated, commercial or lock-forming quality.

F. Finishes

1. Exposed surfaces for coated panels:
 - a. Steel Finishes: fluorocarbon finish. Epoxy primer baked both sides, .2-.25 mils thickness as approved by finish coat manufacturer. Weathering finish as referred by National Coil Coaters Association (NCCA).

PROPERTY	TEST METHOD	
<u>FLUOROCARBON*</u>		
Pencil Hardness	ASTM D3363 NCCA II-2	HB-H
Bend	ASTM D-4145 NCCA II-19	O-T
Cross-Hatch Adhesion	ASTM D3359	no loss of adhesion
Gloss (60° angle)	ASTM D523	25+/-5%
Reverse Impact	ASTM D2794	no cracking or loss of adhesion
Nominal Thickness	ASTM D1005	
Primer		0.2 mils
Topcoat		0.7 mils min
Clear Coat (optional, only to be used with 22 gauge steel)		0.3 mils

*Subject to minimum quantity requirements

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b. Color shall be as specified

1. Exposed and unexposed surfaces for mill finish flashing, fascia, and coping cap, shall be as shipped from the mil

2.4 RELATED MATERIALS AND ACCESSORIES

- A. Metal Primer: Zinc chromate type.
- B. Plastic Cement: ASTM D 4586
- C. Sealant: Specified in Section 07900 or on drawings.
- D. Underlayment: ASTM D2178, No 15 asphalt saturated roofing felt.
- E. Self-Adhering Underlayment, manufactured or supplied by manufacturer of warranty:
 1. 45 mil high temperature underlayment with cross laminated polymer surface
- F. Slip Sheet: Rosin sized building paper.
- G. Fasteners:
 1. Corrosion resistant screw fastener as recommended by metal manufacturer. Finish exposed fasteners same as flashing metal.
 2. Fastening shall conform to Factory Mutual requirements or as stated on section details, whichever is more stringent.
- H. Gutter and Downspout Anchorage Devices: Material as specified for system

PART 3 – EXECUTION

1. EXECUTION, GENERAL

- A. Refer to Division 07 Section Common Work Results for Thermal and Moisture Protection.

2. PROTECTION

- A. Isolate metal products from dissimilar metals, masonry or concrete with bituminous paint, tape, or slip sheet. Use gasketed fasteners where required to prevent corrosive reactions.

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3. GENERAL

- A. Secure fascia to wood nailers at the bottom edge with a continuous cleat.
- B. Fastening of metal to walls and wood blocking shall comply with building code standards.
- C. All accessories or other items essential to the completeness of sheet metal installation, whether specifically indicated or not, shall be provided and of the same material as item to which applied.
- D. Allow sufficient clearances for expansion and contraction of linear metal components. Secure metal using fasteners as required by the system. Exposed face fastening will be rejected.

4. INSPECTION

- A. Verify that curbs are solidly set and nailing strips located.
- B. Perform field measurements prior to fabrication.
- C. Coordinate work with work of other trades.
- D. Verify that substrate is dry, clean and free of foreign matter.
- E. Commencement of installation shall be considered acceptance of existing conditions.

5. MANUFACTURED SHEET METAL SYSTEMS

- A. Furnish and install manufactured fascia and coping cap systems in strict accordance with manufacturer's printed instructions.
- B. Provide factory-fabricated accessories including, but not limited to, fascia extenders, miters, scuppers, joint covers, etc. refer to Source limitation provision in Part 1.

6. SHOP-FABRICATED SHEET METAL

- A. Metal work shall be shop fabricated to configurations and forms in accordance with recognized sheet metal practices.
- B. Hem exposed edges.
- C. Angle bottom edges of exposed vertical surfaces to form drip.
- D. Lap corners with adjoining pieces fastened and set in sealant.

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- E. Form joints for gravel stop fascia system, coping cap with a 3/8" opening between sections. Back the opening with an internal drainage plate formed to the profile of fascia piece.
- F. Install sheet metal to comply with referenced ANSI/SPRI, SMACNA and NRCA standards.

7. FLASHING MEMBRANE INSTALLATION

- A. Scupper Through Roof Edge
 - 1. Install scupper box in a one fourth (1/4) inch bed of mastic. Assure all box seams are soldered and have minimum four (4) inch flange. Make sure all corners are closed and soldered.
 - 2. Prime metal edge at a rate of one hundred (100) square feet per gallon and allow to dry.
- B. Flash-less Snap-On Fascia Detail with Extruded Aluminum Base Anchor
 - 1. Position base ply of the Built-Up and/or Modified Roofing membrane over the roof edge covering nailers completely, fastening eight (8) inches on center. Install membrane and cap sheet with proper material and procedure according to manufacturer's recommendations. Cap sheet shall stop at the edge of the roof and shall not turn over the edge of the nailer.
 - 2. Prior to installing the base anchor, assure a level plane is present. If not, shim the roof edge surface as required.
 - 3. Extruded base anchor: Apply two 1/4" beads of Urethane Sealant or equal on the bottom surface of the top flange of the extruded anchor as per manufacturers requirements.
 - 4. Set the extruded anchor on the edge and face fasten through pre-punched slots every 18 inches o.c. for 5.75 inch face fascia, and 18 inches o.c. staggered for any fascia size greater than 5.75 inches. Begin fastening 6 inches from ends.
 - 5. Install Urethane Sealant or equal at the ends of the base frame to prevent water from running between base anchor joints.
 - 6. Install compression seals every 40 inches on center in the slots located at the top of the extruded anchor.
 - 7. Install fascia cover setting the top flange over the top flange and compression seals of the base anchor. Assure compression seals are in place during this process. Beginning on one end and working towards the opposite end, press downward firmly (do not rotate) until "snap" occurs and cover is engaged along entire length of miter.
 - 8. Install splice plate at each end of the base anchor and fascia cover prior to the installation of the next adjacent ten foot piece.

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C. Drip Edge Detail

1. Position base plies of the Built-Up and/or Modified Roofing membrane over the roof edge covering nailers completely, fastening eight (8) inches on center. Install membrane and cap sheet with proper material and procedure according to manufacturer's recommendations.
2. Install continuous cleat on face of nailer and fasten six (6) inches on center.
3. Install new Drip Edge hooked to continuous cleat. Set metal flange into roofing cement, nail every three (3) inches on center, and prime at a rate of one hundred (100) square feet per gallon.
4. Drip Edge flange with base flashing membrane extending six (6) inches into roof field, followed with a cap sheet extending nine (9) inches onto roof field. Install membrane and cap sheet with proper material and procedure according to manufacturer's recommendations.

D. Gravel Stop Detail

1. Position base plies of the Built-Up and/or Modified Roofing membrane over the roof edge covering nailers completely, fastening eight (8) inches on center. Install membrane and cap sheet with proper material and procedure according to manufacturer's recommendations.
2. Install continuous cleat on face of nailer and fasten six (6) inches on center.
3. Install new Gravel Stop hooked to continuous cleat. Set metal flange into roofing cement, nail every three (3) inches on center, and prime at a rate of one hundred (100) square feet per gallon.
4. Strip in Gravel Stop flange with base flashing membrane extending six (6) inches into roof field, followed with a cap sheet extending nine (9) inches into the roof field. Install membrane and cap sheet with proper material and procedure according to manufacturer's recommendations.

E. Edge Metal With Gutter

1. Positions base plies of the Built-Up and/or Modified Roofing membrane over the roof edge covering nailers completely, fastening eight (8) inches on center. Install manufacturer's membrane and cap sheet with proper material and procedure according to manufacturer's recommendations.
2. Install gutter and strapping fastening six (6) inches on center.
3. Install continuous cleat on face of nailer and fasten six (6) inches on center.
4. Install new edge metal hooked to continuous cleat. Set metal flange into roofing cement, nail every three (3) inches on center, and prime at a rate of one hundred (100) square feet per gallon.

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5. Strip in edge metal with base flashing membrane extending six (6) inches into roof field, followed with a cap sheet extending nine (9) inches into the roof field. Install membrane and cap sheet with proper material and procedure according to manufacturer's recommendations.
- F. Snap-On Coping Cap Detail
 1. Install Miters first.
 2. Position base flashing of the Built-Up and/or Modified Roofing membrane over the wall edge covering nailers completely, fastening eight (8) inches on center. Install membrane and cap sheet with proper material and procedure according to manufacturer's recommendations.
 3. Install minimum sixteen (16) gauge, sixteen (16) inch long by specified width anchor chair at four feet on center.
 4. Install six (6) inch wide splice plate by centering over sixteen (16) inch long by specified width anchor chair. Apply two beads of sealant to either side of the splice plate's center. Approximately two (2) inches from the coping cap joint. Install Coping Cap by hooking outside hem of coping on outside face of anchor chair. Press downward on inside edge of coping until "snap" occurs and hem is engaged on the entire chair.
8. CLEANING
 - A. Clean installed work in accordance with the manufacturer's instructions.
 - B. Replace damaged work than cannot be restored by normal cleaning methods.
9. CONSTRUCTION WASTE MANAGEMENT
 - A. Remove and properly dispose of waste products generated. Comply with requirements of authorities having jurisdiction.
10. FINAL INSPECTION
 - A. At completion of installation and associated work, meet with Contractor, Architect, installer, installer of associated work, Owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of roofing system.
 - B. Inspect work and flashing of roof penetrations, walls, curbs, and other equipment. List all items requiring correction or completion and furnish copy of list to each party in attendance.

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- C. Repair or replace deteriorated or defective work found at time above inspection as required to produce an installation which is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- D. Notify the Architect and Owner upon completion of corrections.
- E. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.
- F. Immediately correct roof leakage during construction. If the Contractor does not respond within twenty-four (24) hours, the Owner will exercise rights to correct the Work under the terms of the Conditions of the Contract.

11. DEMONSTRATION AND TRAINING

- A. At a time and date agreed to by the Owner, instruct the Owner's facility manager, or other representative designated by the Owner, on the following procedures:
 - 1. Troubleshooting procedures
 - 2. Notification procedures for reporting leaks or other apparent roofing problems
 - 3. Maintenance
 - 4. The Owner's obligations for maintaining the warranty in effect and force
 - 5. The Manufacturer's obligations for maintaining the warranty in effect and force.

END OF SECTION

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SECTION 07 92 13
JOINT SEALERS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, Including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

- A. Section includes surface preparation, joint sealing, sealants and joint backing.
- B. Related Sections: The following sections contain requirements that relate to this section.
 - 1. Section 07 55 00 – Modified Bituminous Membrane Roofing
 - 2. Section 07 62 00 - Sheet Metal Flashing and Trim

1.3 REFERENCES

- A. American Society for Testing and Materials, ASTM.
 - 1. ASTM C920 Specification for Elastomeric Joint Sealants.

1.4 SUBMITTALS

- A. Product Data: Submit data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, and color availability.
- B. Provide sample installation on site for Architect's inspection and approval.
- C. Certificates: Upon completion of work, furnish written statement signed by the Contractor, applicator, and manufacturer stating sealant application complies with drawings, specifications, and manufacturer's recommendations and was proper and adequate for conditions requiring sealant.

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1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Delivery: Deliver sealants and related accessories in factory sealed, unopened containers bearing manufacturer's name, batch number, and product designation.
- B. Storage: Store in unopened containers. Follow manufacturer's recommendations for storage temperature and shelf life.
- C. Handling: Follow manufacturer's recommendations for handling product containing toxic materials. Keep flammable materials away from heat, sparks, and open flame. Use recommended solvents and cleaning agents for cleaning tools, equipment, and skin.

1.6 ENVIRONMENTAL REQUIREMENTS

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

1.7 PROTECTION

- A. Use masking tape where required to control lap of materials on adjacent surfaces and remove upon completion.

PART 2 PRODUCTS

2.1 MATERIALS

- A. General
 - 1. Sealant systems shall be compatible with contacting surfaces and premolded joint fillers.
 - 2. Sealant systems shall not stain adjacent exposed surfaces.
 - 3. Manufacturer's standard color range shall permit matching sealants to color of contacting surfaces.

2.2 MANUFACTURER

- A. All sealants and accessory parts shall be as manufactured by Pecora Corp.

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B. Substitutions: As approved by Architect

2.3 MATERIALS:

A. General

1. Sealant systems shall be compatible with contacting surfaces and premolded joint filler.
2. Sealant systems shall not stain adjacent exposed surfaces.
3. Manufacturer's standard color range shall permit matching sealants to color of contacting surfaces

B. ELASTOMERIC SEALANTS

1. Sealant Type 1: Multi-component acrylic latex sealant; comply with ASTM C C-834-95: Pecora AC-20 + Silicone.
2. Sealant Type 2: Two-part Polyurethane sealant; comply with Fed Spec TT-S-00227E, Class A, Type II: ASTM C-920, Type M, Grade NS, Class 25, Use M: Pecora Dynatrol II

2.4 ACCESSORIES

- A. Primers, sealers, surface conditioners and solvents: As recommended by sealant manufacturer to suit application. Sealants shall be non-staining. Solvents shall be residue free
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: Round foam rod compatible with sealant; ASTM D1056, sponge or expanded rubber; oversized 30 to 50 percent larger than joint width. Incompressible materials or acrylic-, asphalt-, oil-, or solvent containing materials will not be permitted.
- D. Bond Breaker: Polyethylene film, pressure sensitive tape recommended by sealant manufacturer to suit application.
- E. Rags: Dry cleaned white cotton.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Inspect joints and spaces to receive sealant and verify the following:
 - 1. Verify substrate surfaces and joint openings are ready to receive work.
 - 2. Verify surfaces are free from bituminous materials, from release agents, bond breakers, deleterious curing compounds, water repellants, or other surface treatments.
 - 3. Verify metallic surfaces are free from rust, mill, scale, coatings, oil and grease
 - 4. Verify removal of protective materials from aluminum surfaces.
 - 5. Verify concrete, plaster, or masonry surfaces have properly cured.
 - 6. Verify joints and spaces requiring sealing are at correct or normal width.
 - 7. Verify joint backing and release tapes are compatible with sealant.
- B. Do not start application until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Cleaning
 - 1. Remove loose materials and foreign matter which might impair adhesion of sealant.
 - 2. Clean and prime joints.
 - 3. Perform preparation in accordance with ASTM C 1193.
- B. Remove moisture.
- C. Verify proper surface and ambient temperatures.
- D. Primers.
 - 1. Make preliminary tests to insure primers will not stain exposed materials or deteriorate back up material.
 - 2. Prime surfaces immediately prior to sealing
 - 3. Prime concrete, stone, copper, steel and masonry surfaces before installing sealant.

- E. In all other respects, prepare surfaces in accordance with manufacturer's recommendations.

3.3 INSTALLATION

- A. Perform installation in accordance with ASTM C 1193.
- B. Perform acoustical sealant application work in accordance with ASTM C 919.
- C. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- D. Install bond breaker where joint backing is not used, or where required to confine adhesion of sealant to surface materials.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- F. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- G. Tooling:
 - 1. Using tooling agent recommended by sealant manufacturer. Neatly tool joints to compress material, improve adhesion to surfaces joined, and achieve slightly concave surface.
 - 2. Repair air pockets exposed by tooling.
 - 3. Use masking tape where required to facilitate tooling and remove upon completion.

3.4 APPLICATION, PENETRATION SEAL

- A. Installation: Comply with the manufacturer's written instructions to properly form and dam penetration openings to produce a tight foamed in place penetration seal. After curing inspect for tightness of seal. Make necessary repairs.
- B. Provide penetration seals at mechanical and electrical duct, pipe and conduit penetrations through floor slabs.

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3.5 PATCHING

- A. Patch or replace defective and damaged sealants as directed by the Architect.

3.6 CLEANING

- A. Clean adjacent surfaces soiled in applying sealants in accordance with sealant manufacturer's recommendations.
- B. Remove wet material from adjacent surfaces before it has set.
- C. Do not use cleaning agents.

3.7 SCHEDULE

A. Sealant Joints:

- | | |
|--|------------|
| 1. Joints in finish carpentry and trim: | Sealant #2 |
| 2. Metal/metal joints: | Sealant #2 |
| 3. Masonry joints: | Sealant #2 |
| 4. Metal/masonry joints: | Sealant #2 |
| 5. Metal/wood joints: | Sealant #1 |
| 6. Exterior wall seismic & expansion joints: | Sealant #2 |

END OF SECTION

SECTION 08 11 13
STEEL DOORS AND FRAMES

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes steel doors and frames; non-rated and fire rated.
- B. Related Sections: The following sections contain requirements that relate to this section.
 - 1. Section 09 91 13 Exterior Painting

1.2 REFERENCES

- A. American National Standards Institute: ANSI A 123.1, Nomenclature for Steel Doors and Steel door Frames.
- B. National Fire Protection Association: NFPA 80, Fire Doors and Windows.
- C. Steel Door Institute, SDI
 - 1. SDI 100: Recommended Specifications, Standard Steel Doors and Frames.
 - 2. SDI 105: Recommended Erection Instructions for Steel Frames.
 - 3. SDI 107: Hardware on Steel Doors (Reinforcement- Application).
- D. Underwriter's Laboratories, Inc., UL and Factory Mutual, FM: As applicable to fire-rated hollow metal doors and frames.

1.3 SUBMITTALS

- A. Shop Drawings: Indicate door and frame elevations, internal reinforcement, cut-outs for glazing, and other accessory items as required.
- B. Shop Drawings: Indicate fire-resistive ratings and details of construction, and anchorage.
- C. Product Data: Submit door and frame configurations, location of cut-outs for hardware reinforcement.

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- E. Provide doors and frames complying with SDI-100 and as herein specified.
- F. Manufacturer's installation instructions.

1.4 QUALITY ASSURANCE

- A. Conform to the following:
 - 1. SDI-100 - Standard Steel Doors and Frames.
 - 2. DHI - Door Hardware Institute - The Installation of Commercial Steel Doors and Steel Frames, Insulated Steel Doors in Wood Frames and Builder's Hardware.
- B. Maintain one copy of each document on site.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Identify type and size of each item before delivery with markings that will not show through finish painting.
- B. Deliver hollow metal work in cartons or crates to provide protection during transit and job storage. Provide additional sealed plastic wrapping for factor finish doors.
- C. Inspect hollow metal upon delivery for damage. Repair minor damage when refinished items are equal to new work and acceptable to Architect. Remove and replace other damaged items as directed.
- D. Store doors and frames under cover. Place on wood blocking. Avoid use of nonvented plastic or canvas shelters which could create humidity chamber. If cardboard wrapper becomes wet, remove carton immediately. Provide 1/4" spaces between stacked doors to promote air circulation.

1.6 GUARANTY

- A. Installer will submit a two (2) year guaranty for material and workmanship
Contactor shall submit a copy directly to Owner.

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PART 2 PRODUCTS

2.1 STEEL DOORS AND FRAMES

A. Manufacturers:

1. Ceco Door Products.
2. Curries Company.
3. Fenestra Corporation.
4. Pioneer Industries.
5. Republic Builders Products Corp.
6. Steelcraft Manufacturing Corp.
7. Substitutions: As approved by Architect.

B. Comply with SDI-100 except as amended by this specification.

C. Finish Hardware: Reinstall existing hardware from existing hollow metal doors to be replaced. Contractor shall be responsible to ensure new hardware cutouts match the existing hardware.

2.2 COMPONENTS

A. Doors:

1. Exterior Door (Thermally Insulated): SDI-100 Heavy Duty Grade II, Model 1, full flush design.
2. Door Core: steel channel grid construction.
3. End Closure: Inverted Channel, 0.04 inch thick.
4. Thermal Insulated Door: Total insulation R-value of 4 measured in accordance with ASTM C236.
5. Door size: Approximately 2'-8" x 6'-0" CONTRACTOR TO VERIFY DIMENSIONS IN FIELD.

B. Frames:

1. Standard and custom door frames: Fabricate to profiles as shown on drawings and in accordance with the requirements of this section.
2. Exterior Frames: 16 gage thick material and base metal thickness.
3. Fabricate knock down (KD) frames in shop and deliver to job and assemble in place. Provide continuous weld to full depth of frame.
4. Provide anchors, clips, and fasteners appropriate to opening receiving frame.

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2.3 ACCESSORIES

- A. Silencers: Install new as required.
- B. Weatherstripping: Install new by door manufacturer.
- C. Bituminous Coating: Fibrated asphalt emulsion
- D. Primer: Zinc chromate type
- E. Hinges shall be Stanley Hinge, FBB 168, 4-1/2" x 4-1/2". Provide five knuckle full mortise hinge with four ball bearings and non-removable pins (NRP). Provide 3 hinges per door.
- F. Overhead door closer shall be equal to LCN 4010 or 4030 series .
- G. Lockset to be provided by Owner.

2.4 MATERIALS

- A. Sheet steel: Cold-rolled, commercial quality carbon steel. Comply with ASTM A366 and ASTM A 568.
- B. Galvanized sheet steel: Zinc coated commercial quality carbon steel. Comply with ASTM A526 with ASTM A525 coating designation G90 at exterior frames and G60 at interior frames. Mill phosphatized.
- C. Shop applied primer: Rust-inhibitive enamel or paint, either air-drying or baking, suitable as a base for specified finish paints.

2.5 FABRICATION

- A. Fabricate doors with mortise hardware reinforcement welded in place. Reinforcement minimum 10 gage thickness.
- B. Attach appropriate label to each fire rated door.

2.6 SHOP FINISHING

- A. Steel Sheet: Galvanized to ASTM A653/A653M. After fabrication, touch up abraded galvanizing, chemically etch, and chemically etch prior to application of primer.

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- B. Primer: Baked-on prime coat.
- C. Thoroughly clean surfaces of rust, grease, and other impurities prior to application of finish paint.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify opening dimensions, backing, or support conditions. Examine the surfaces and conditions under which work of this section will be performed. Do not proceed until unsatisfactory conditions detrimental to timely and proper completion of the work have been corrected.

3.2 INSTALLATION

- B. Install doors and frames in accordance with SDI-100.
- C. Coordinate installation of doors and frames with installation of hardware specified and supplied by the City of Waterbury's hardware contractor.
- D. Coordinate wall construction for frame anchor placement.
- E. Set frames plumb; attach securely to structure.

3.2 ADJUSTING AND CLEANING

- A. Make adjustments as required for correct function.
- C. Replace defaced, disfigured, or otherwise damaged work with new prior to Owner's acceptance.

END OF SECTION

SECTION 09 91 13
EXTERIOR PAINTING

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes surface preparation and field application of paints.
- B. Related Sections:
 - 1. Section 08 11 13 - Steel Doors and Frames.
- C. Paint the following surfaces:
 - 1. New steel door and steel frame, one location, roof access.

1.2 SUBMITTALS

- A. Product Data: Submit data on all finishing products. Reference data to Architect's material numbers and painting systems.
- B. Samples: Submit two paper chip samples, 3 inch x 3 inch in size illustrating range of colors and gloss available for each surface finishing product scheduled. Identify each sample.
- C. Product List: Complete list of materials proposed to be furnished and applied.
- D. Operation and Maintenance Data: Submit maintenance and cleaning instructions.

1.3 QUALITY ASSURANCE

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience. Provide primers and undercoats produced by same manufacture as finish coats. Use only thinners approved by coating manufacturer, and only within recommended limits.
- B. Installer: Company specializing in performing Work of this section with minimum three years experience.

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- C. Review other sections of the specifications in which primers are specified. Ensure compatibility of total coating systems for each substrate. Upon request of other trades, furnish characteristics of finish coatings, to ensure compatible prime coats are used.
- D. Upon completion certify that the work was performed properly under proper conditions as directed by the manufacturer's representative, using the recommended quantities of the specified materials.

1.4 DELIVERY, STORAGE AND HANDLING

- A. Deliver and store packaged materials in original containers with seals unbroken and labels intact at the time of use.
- B. Store only approved materials at job site. Store and mix only in suitable, ventilated designated area restricted to storage of paint materials and related equipment.
- C. Ensure the safe storage and use of paint materials and the daily safe disposal of waste.

1.5 ENVIROMENTAL REQUIREMENTS

- A. Store and apply materials in environmental conditions required by manufacturer's instructions.

PART 2 PRODUCTS

2.1 PAINTS AND COATINGS

- A. Manufacturers:
 - 1. Pittsburgh Paint (PPG), Inc.
 - 2. Benjamin Moore Paints, Inc.
 - 3. Sherwin Williams Paint, Co.

2.2 COMPONENTS

- A. Coatings: Primers, undercoats, and finish coats all products of the same manufacturer. Ready mixed except field catalyzed coatings of good flow and brushing properties, capable of drying or curing free of streaks or sags. Employ finish coats compatible with primers and undercoats.

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- B. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials required to achieve the finishes specified.
- C. Colors: Colors shall be selected and scheduled by Architect. Provide appropriate and specified paint materials in scheduled colors for each type of substrate.
- D. Color-tint sealers and undercoats to correspond with finish color. Vary color of successive coats sufficiently to distinguish between coats.
- E. Obtain Architect's approval for adjustments of colors on job.
- F. Do not reduce any material unless directed by the Architect, or unless recommended by materials manufacturer.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that substrate conditions are ready to receive Work. Do not proceed until unsatisfactory conditions detrimental to timely and proper completion of the work have been corrected. Application of the first coat constitutes acceptance of surface.
- B. Measure moisture content of porous surfaces using an electronic moisture meter. Do not apply finishes unless moisture content is less than 12 percent.

3.2 PROTECTION

- A. Protect other surfaces from paint and damage.
- B. Provide "wet paint" signs to protect newly painted surfaces.

3.3 PREPARATION

- A. Minor defects and clean surfaces which affect work of this section.
- B. Remove electrical plates, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or applying finishes. Following completion of painting operations in each space reinstall items using workers skilled in necessary trades.
- C. Clean and prepare surfaces in compliance with coating manufacturer's instructions for each substrate condition specified.
- D. Clean and remove active mildew with mildew cleaner.

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- E. Provide barrier coats over incompatible primers, or remove incompatible primers and reprime.
- F. Galvanized Surfaces: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- G. Uncoated Steel and Iron Surfaces: scale by wire brushing, sandblasting, clean by washing with solvent. Apply treatment of phosphoric acid solution. Prime paint after repairs.
- H. Shop Primed Steel Surfaces: Sand and scrape to remove loose primer and rust. Clean surfaces with solvent. Prime bare steel surfaces.
- I. Previously painted surfaces shall be cleaned free of dirt, dust, unsound oxidized paint and foreign matter.

3.4 APPLICATION

A. General

1. Apply coatings in conformance with manufacturer's printed directions. Use applicators and techniques best suited for substrate and type of coating.
2. Sand metal surfaces lightly between coats to achieve required finish. Do not apply coatings over dirt, rust, scale, grease, moisture, scuffs, or to surfaces exhibiting conditions detrimental to the formation of a durable paint film.
3. Give special attention to ensure that surfaces, including edges, corners, crevices, welds, and exposed fasteners, receive a dry film thickness equivalent to that of flat surfaces.
4. Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not in compliance with specified requirements.
5. Tint pigmented undercoats to approximately same shade as final coat. Perceptibly increase the shade of each successive coat.
6. Match approved samples for color, texture and coverage. Remove, refinish or recoat work not in compliance with specifications.
7. Apply additional coats when undercoats, stains, or other conditions show through final coat, until coating film is of uniform finish, color and appearance. Ensure that edges, corners, crevices, weld and fasteners receive equivalent dry film thickness to that of flat surfaces. Apply not less than the specified number of coats.
8. Paint to sharp, true lines and edges. At color change occurring in same plane, paint to chalk lines or tape.
9. Prime concealed surfaces of interior woodwork with primer paint.

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B. Scheduling painting

1. Apply first coat to properly prepared surfaces as soon as practicable after preparation and before subsequent surface deterioration.
2. Allow sufficient time between coats for proper drying. Do not apply subsequent coat until undercoat has dried firm and does not deform or feel sticky, or when application of another coat causes lifting or loss of adhesion of the undercoat.

C. Prime and finish coats

1. Apply materials at not less than manufacturer's recommended spreading rate. Provide a total dry film thickness of 1 to 1-1/2 mils per coat, unless otherwise directed by manufacturer.
2. Apply a prime coat to all surfaces indicated to receive paint and has not been primed by others. Omit prime coat on metal surfaces which have been shop primed. Touch up shop prime as required.
3. Provide a smooth, opaque finish of uniform finish, color, appearance and coverage. Provide a finish free of cloudiness, spotting, holidays, laps, brush marks, runs, sags and other surface imperfections.
4. Tint pigmented undercoats to approximately same shade as final coat. Perceptibly increase the shade of each successive coat.
5. Match approved samples for color, texture and coverage. Remove, refinish or recoat work not in compliance with specifications.
6. Apply additional coats when undercoats, or other conditions show through final coat, until coating film is of uniform finish, color and appearance. Ensure that edges, corner and crevices receive equivalent dry film thickness to that of flat surfaces. Apply not less than specified number of coats.
7. Paint to sharp, true lines and edges. At color change occurring in same plane, paint to tape line.

D. Doors

1. Finish four edges of doors as specified for faces.
2. Seal edges of door cutouts with primer and two coats of paint.

- E. 1. Seal all exposed edges of door frame and cutouts with primer and two coats of paint

- F. Miscellaneous metal items: Field-applied prime coats may be limited to touch-up of abraded areas.

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3.5 CLEANING

- A. Cleanup: At end of each work day, remove empty cans, rags, rubbish, and other discarded paint materials from the site.
- B. Upon completion of work, remove surplus materials and rubbish, and clean off spilled or spattered paint resulting from this work.
- C. Upon completion of painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping, using care not to scratch or damage adjacent finished surfaces.
- D. Washing finished surfaces
 - 1. Wash in strict accordance with manufacturer's directions only where required to clean work. Assure washing does not produce surface different from unwashed surface.

3.6 PROTECTION

- A. Protect work of other trades, whether to be painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as acceptable to the Architect.
- B. Provide "wet paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others for protection of their work after completion of painting operations.
- C. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.7 PAINT FINISH SCHEDULE

- A. Product designations refer to Pittsburgh Paint (PPG) products, except as indicated. Product numbers indicate type and quality.
- B. All metal doors, frames all miscellaneous metal items shall have a **Semi-Gloss** finish.

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C. Paint Material Schedule:

1. Exterior and Miscellaneous Steel Doors and Frames.

- a. First coat: PPG Speedhide Int/Ext Rust Inhibitive Primer, 6-208 (Touch up shop primed surfaces as required)
- b. Finish coats:(2): PPG Speedhide Int/Ext Gloss Alkyd Enamel, 6-282 Series

END OF SECTION

SECTION 21 11 00

FACILITY WATER SERVICE PIPING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, Including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

- A. Section includes installation the following plumbing specialties and accessories;
 - 1. Pipe and pipe fittings
 - 2. Pipe insulation
- B. Related Sections
 - 1. Section 07 27 00 – Roof and Deck Insulation
 - 2. Section 07 22 18 – Preparation for Re-roofing
 - 3. Section 07 55 00 – Modified Bituminous Membrane Roofing
 - 4. Section 22 40 00 – Plumbing Fixtures

1.3 REFERENCES

- A. ANSI B31.9 – Building Service Piping
- B. ASME B16.1 – Cast Iron Pipe Flanges and Flanged Fittings Class 25, 125, 250 & 800
- C. ASME B16.3 – Malleable Iron Threaded Fittings
- D. ASME B16.4 – Cast Iron Threaded Fittings Class 125 and 250
- E. ASTM A72 – Cast Iron Soil Pipe and Fittings
- F. ASTM A536 – Ductile Iron Castings
- G. ASTM A888 – Hubless Cast Iron Soil Pipe and Fittings
- H. ASTM C564 – Rubber gaskets for cast Iron Soil Pipe Fittings
- I. ASTM C1540 – Heavy Duty Shielded Couplings Joining Hubless Cast Iron

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- J. ASTM D 1784 – Rigid PVC Vinyl Compounds
- K. ASTM D 1785 – PVC Plastic Pipe, Schedule 40
- M. ASTM D 2665 – PVC Drain, Waste, and Vent Pipe & Fittings
- N. CISPI 301 – Cast Iron Soil Pipe and Fittings for Hubless Cast Iron Sanitary Systems
- O. CISPI 310 – Joints for Hubless Cast Iron Sanitary Systems

1.4 SUBMITTALS

- A. Submit under provisions of Division 1.
 - 1. Product Data: Provide data on pipe materials, pipe fittings, valves, and accessories. Provide manufactures catalog information.
 - 2. Manufacturer's Installation Instructions: Indicate assembly and support requirements.

1.5 PROJECT RECORD DOCUMENTS

- A. Record actual locations of equipment, cleanouts, etc.

1.6 OPERATION AND MAINTENANCE DATA

- A. Maintenance Data: Include installation instructions, spare parts lists, exploded assembly views.

1.7 QUALITY ASSURANCE

- A. All items of similar class shall be the products of the same manufacturer.

1.8 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum five years documented experience.
- B. Installer: Company specializing in performing the work of this section with minimum five years documented experience.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site in manufacturer's original unopened containers or packages with labels intact.

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- B. Accept equipment on site in original factory packaging. Inspect for damage.
- C. Provide temporary end caps and closures on pipe and fittings.

1.10 WARRANTY

- A. Provide manufacturer's standard warranty for pipe, fittings and accessories.

PART 2 PRODUCTS

2.1 PIPING ABOVE GRADE

- A. Cast Iron Pipe: CISPI 310, hubless
 - 1. Fittings: Cast iron
 - 2. Joints: CISPI 310 neoprene gaskets and stainless steel clamp-and shield assemblies.
- B. PVC Schedule 40 Solid Wall Pipe and PVC DWV Fitting System.
 - 1. Fittings: Schedule 40 PVC

2.2 UNIONS AND CONNECTIONS

- A. Provide manufactures instructions on joining pipe and maintain instructions/ manuals on site.

PART 3 INSTALLATION

3.1 PREPARATION

- A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.
- B. Remove scale and dirt, on inside and outside, before assembly.

3.2 INSTALLTION

- A. Install in accordance with manufacturers instructions.
- B. Use fittings for all changes in direction and branch connections.
- C. Install exposed piping at right angles or parallel to building walls. Diagonal runs are not permitted unless expressly indicated.
- D. Conceal all pipe installations in walls, pipe chases, utility spaces, above ceilings, below grade or floors, unless indicated to be exposed to view.

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- E. Fire Barrier Penetrations: Where pipes pass through fire rated walls , partitions, ceilings and floors, maintain fire rated integrity.
- F. Install piping with 1/32 inch per foot(1/4 percent) downward slope to drain point.
- G. Provide non-conducting dielectric connections wherever jointing dissimilar metals
- H. Route piping in orderly manner and maintain gradient.
- I. Install piping to conserve building space and not interfere with use of space.
- J. Group piping wherever practical at common elevations.
- K. Install piping to allow for expansion and contraction without stressing pipe/joints
- L. Provide clearance for installation of insulation and access to valves and fittings.
- M. Provide access where valves and fittings are not exposed.
- N. Where pipe support members are welded to structural building framing, scrape, brush, clean, and apply one coat of zinc rich primer to welding.
- O. Install bell and spigot pipe with bell end upstream.

3.3 APPLICATION

- A. Install unions downstream of valves and at equipment or apparatus connections.

3.4 ERECTION TOLERANCES

- A. Establish invert elevations, slopes for drainage at 1/4" to 1/8" per foot. Maintain gradient
- B. Slope water piping and arrange to drain at low points.

3.5 CLEANING AND FLUSHING

- A. Upon completion of work, all piping systems shall be flushed with water/liquid alkaline solution with emulsifying agents and detergents, to remove dirt, grease, grit, chips and foreign matter.
- B. Solutions for flushing shall be used in sufficient quantity to produce a velocity of a least 2.5 feet per second. Flushing shall continue until discharge solution shows no discoloration or evidence of foreign materials.

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3.6 TESTING

- A. All new piping systems installed and parts of existing piping systems which have been altered, extended or repaired under this contract shall be tested as directed by the local authority having jurisdiction and in accordance with the State of Connecticut Building Code.
- B. All new, altered, extended or replaced piping shall remain exposed until tested.
- C. At completion of tests, Contractor shall submit a written summary of the test to Owner.
- D. Any failed test will be repeated until all the requirements of this section and the Building Code are met.

END OF SECTION

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SECTION 22 01 12
TEMPORARY MECHANICAL DISCONNECTS AND RECONNECTS

PART I - GENERAL

1.1 SECTION INCLUDES

- A. Temporarily remove roof mounted HVAC equipment, as required. Install wood blocking, curbs, sleepers, roofing and flashing as required, and reinstall equipment.

1.2 SPECIAL PROVISIONS

- A. The Contractor shall employ mechanics proficient and/or licensed if applicable, in the trades involved.
- B. The Contractor shall disconnect mechanical equipment only when performing roofing work in the immediate area of the equipment.
- C. Each unit shall be fully operational immediately after reinstallation. Shut down time for each unit shall be limited to an eight (8) hour period unless otherwise agreed by Owner's Representative.
- D. Prior to commencing any disconnects, the Owner shall be given forty-eight (48) hours notice. Notification shall be through the Owner's representative.

1.3 TESTING

- A. Prior to commencing roof work, The Contractor shall test mechanical units in the presence of the Owner's Representative.
- B. Deficiencies in operation including unusual noises, will be noted in writing and shall become a matter of record.
- C. Upon completion of the reinstallation of each unit, it shall be retested by the Contractor at his expense.
- D. Any deficiencies, which were not noted in the initial testing shall be corrected by the Contractor at his expense.

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PART 2 PRODUCTS

2.1 REPLACEMENT PARTS

- A. Any replacement parts or additional materials needed due to changes in curb or sleeper heights shall be as recommended by the manufacturer of the mechanical unit, or as required by governing codes, and shall match the existing materials as to type, size, thickness and quality.

PART 3 EXECUTION

3.1 JOB CONDITIONS

- A. After disconnection, move units a sufficient distance to permit the installation of roofing and flashing materials
- B. After new roofing is installed, reinstall units as shown, modifying conduit and cable as necessary. Units are to be reinstalled immediately upon completion of new roofing installation at each area that existing units are in place.
- C. Provide plywood traffic ways for moving units. If mechanical Contrivance of wheeled "A" frame-type hoists are used, plywood shall be placed under the equipment for its full route of movement. Plywood shall be a minimum of 5/8" thick.

END OF SECTION

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SECTION 22 07 00
PLUMBING INSULATION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, Including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

- A. Section includes installation the following insulation and accessories;
 - 1. Piping insulation
 - 2. Jackets and accessories
- B. Related Sections
 - 1. Section 21 11 00 – Facility Water Service Piping

1.3 REFERENCES

- A. ASTM C177 – Steady State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded Hot Plate Apparatus
- B. ASTM C195 – Mineral Fiber Thermal Insulating Cement.
- C. ASTM C335 – Steady State Heat Transfer Properties of Horizontal Pipe Insulation
- E. ASTM C449 – Mineral Fiber Hydraulic Setting Thermal Insulating & Finish Cement
- F. ASTM C518 – Steady State Heat Flux Measurements and Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus
- G. ASTM C533 – Calcium Silicate Block and Pipe Thermal Insulation
- H. ASTM C585 – Inner and Outer Diameters of Rigid Thermal Insulation for Nominal Sizes of Pipe and Tubing (NPS System)
- I. ASTM C921 – Properties of Jacketing Materials for Thermal Insulation.

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- J. ASTM E84 – Surface Burning Characteristics of Building materials
- K. ASTM E96 – Water vapor Transmission of Materials
- M. ASTM E162 – Standard Test Method for Surface Flammability of Materials
Using a Radiant Heat Energy Source

1.4 SUBMITTALS

- A. Submit under provisions of Division 1.
- B. Product Data: Provide product description, list of materials and thickness for each service, and location.
- C. Manufacturer's Installation Instructions: Indicate assembly and support requirements.

1.5 QUALITY ASSURANCE

- A. Materials: Flame spread/smoke developed rating of 25/50 or less in accordance with ASTM E84, NFPA 255, and UL 723.

1.6 QUALIFICATIONS

- A. Applicator: Company specializing in performing the work of this section with a minimum three years experience.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site in manufacturer's original unopened containers or packages with labels intact.
- B. Deliver materials to site in original factory packaging, labeled with manufacturer's identification, including product density and thickness
- C. Protect insulation against dirt, water, chemical and mechanical damage.

1.8 ENVIRONMENTAL REQUIREMENTS

- A. Maintain ambient temperatures and conditions required by manufacturers adhesive, mastic, and insulation cements.
- B. Maintain temperature during and after installation for a minimum period of 24 hours.

PART 2 PRODUCTS

2.1 GLASS FIBER PIPING INSULATION

A. Manufacturer:

1. Johns/Manville, Micro-Lok HP Pipe Insulation
2. Other acceptable manufacturers offering equivalent products:
 - a. Owens Corning
 - b. Certainteed Manson
 - c. Knauf

B. Insulation: ASTM C547 rigid molded, noncombustible.

1. 'K' value (SI 'k' value) ASTM C335, 0.25@ 75 deg F (0.036 @ 24 deg C)
2. Minimum Service Temperature: -20 degrees F (-28.9 degrees C)
3. Maximum Service Temperature: 850 degrees F (454 degree C)
4. Maximum Moisture Absorption: 0.2 percent by volume

C. Vapor Barrier Jacket:

1. White kraft paper reinforced with glass fiber yarn & bonded to aluminized film.
2. Moisture vapor Permeability: ASTM E96; 0.02 perm-inches

D. Installation:

1. Secure seams with pressure sensitive tape closure and butt joints with minimum 3 inch wide tape of same material as vapor barrier jacket

2.2 JACKETING

A. Polyvinyl Chloride (PCV) Plastic

1. Manufacturer: Johns/Manville, Zeston 2000 or approved equal.
2. Jacket: ASTM D1784, one-piece molded type fitting covers.
 - a. Minimum Service Temperature: 0 deg F (-18 deg C)
 - b. Maximum Service Temperature: 150 deg F (66 deg C)
 - c. Thickness: 10 mil (.26 mm)
 - d. Color: off-white

3. Installation:
 - a. Fittings and Valves: Factory precut inserts
 - b. Apply vapor retardant mastic to all seams and joints.
 - c. Secure all seams and joints with Zeston PVC Z-Tape.
- B. Canvas jacket: UL listed
 1. fabric: ASTM C921, 6oz/sq yd (220 g/sq m), plain weave cotton treated with dilute retardant lagging adhesive compatible with insulation.
- C. Insulating Cement
 1. Manufacturer: Rock Wool “One Shot” or approved equal.
 2. Jacket: ASTM C449, mineral wool/inorganic dry mix, non-combustible.
 - a. Maximum service temperature: 1200 deg F (649 deg C)
 - b. “K” value (SI “k” value): 1.12 at 400 deg F
 - c. Thickness: Same as adjoining piping.
 3. Installation:
 - a. One monolithic layer directly applied
 - b. Exterior finish shall be troweled for smooth paintable surface.

PART 3 INSTALLATION

3.1 EXAMINATION

- A. Verify that pipe has been tested before applying insulation .
- B. Verify that surfaces are clean and dry, with foreign materials removed.

3.2 INSTALLTION

- A. Install in accordance with manufacturers instructions.
- B. On exposed piping, locate insulation and cover seams in least visible locations
- C. Continue insulation through walls, sleeves, pipe hangers, and other penetrations.
- D. Inserts and Shields:
 1. Application: Piping 2 inches diameter or larger.

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2. Insert location: Between support shield and piping and under finish jacket.
3. Insert Configuration: Minimum 6 inches long, of same thickness and contour as adjoining insulation; may be factory fabricated.
4. Insert material: ASTM C640 cork, hydrous calcium silicate insulation or other heavy density insulating material suitable for planned temperature range.

E. Finish insulation at supports, protrusions, and interruptions.

3.3 TOLERANCE

- A. substituted insulation materials shall provide thermal resistance within 10 percent normal conditions, as materials indicated.

3.4 GLASS FIBER INSULATION SCHEDULE

- A. All insulation shall be 1-1/2 inch thickness with appropriate jacket.

END OF SECTION

SECTION 22 40 00
PLUMBING FIXTURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, Including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

- A. Section includes installation the following plumbing specialties and accessories;
 - 1. Roof drains & overflow roof drains.
 - 2. Downspout
- B. Related Sections
 - 1. Section 07 22 18 – Preparation for Re-roofing
 - 2. Section 07 27 00 – Roof and Deck Insulation
 - 3. Section 07 55 00 – Modified Bituminous Membrane Roofing

1.3 REFERENCES

- A. ANSI A112.21.2 - Roof Drains.

1.4 SUBMITTALS

- A. Submit under provisions of Division 1.
- B. Shop Drawings: Indicate dimensions, weights, and placement of openings and holes.
- C. Product Data: Provide component sizes, rough-in requirements, service sizes, capacities and finishes.
- D. Manufacturer's Installation Instructions: Indicate assembly and support requirements.

1.5 PROJECT RECORD DOCUMENTS

- A. Record actual locations of equipment, cleanouts, etc.

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1.6 OPERATION AND MAINTENANCE DATA

- A. Maintenance Data: Include installation instructions, spare parts lists, exploded assembly views.

1.7 QUALITY ASSURANCE

- A. All items of similar class shall be the products of the same manufacturer.
- B. Roof Drainage System
 - 1. Basis of design for this project is roof drains with downspout nozzles and parapet scupper sleeve as the secondary means of water drainage. This installation shall conform to all governing local and state codes.
 - 2. Roof drain manufacturer shall provide documentation certifying the proper location and placement of primary and overflow drainage system.

1.8 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the Products specified in this section with minimum five years documented experience.
- B. Installer: Company specializing in performing the work of this section with minimum five years documented experience.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site in manufacturer's original unopened containers or packages with labels intact.
- B. Accept equipment on site in original factory packaging. Inspect for damage.

1.10 WARRANTY

- A. Provide manufacturer's standard warranty roof drains, parapet roof drains, overflow nozzles and scupper sleeves.

PART 2 PRODUCTS

2.1 MANUFACTURERS

Specialties listed within this specification shall be as the manufactured by the following:

- 1. Josam
- 2. Jay R Smith

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Waterbury, CT

3. Zurn

2.2 ROOF DRAINS

- A. Roof Drains: ANSI A112.21.2, Josam Mfg. Co. Series 21500, cast iron body,
- B. Over Flow Roof Drains: ANSI A112.21.2, Josam Mfg. Co. Series 21500-16, cast iron body and dome cover, sump receiver, under deck clamp, flashing clamp. Provide internal watguard for overflow roof drains

2.3 OVERFLOW/DOWNSPOUT NOZZLE

- A. Downspout Nozzle: ANSI A112.21.2, Josam Mfg. Co. Series 25010, cast bronze body with integral wall flange and bird screen

2.4 PREPARATION

- A. Coordinate cutting and forming of roof and pre-cast wall construction to receive drains, downspout nozzles and parapet scupper sleeves.

PART 3 INSTALLATION

3.1 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Contractor shall verify existing piping size prior to installation of new roof drain assemblies
- C. Installation of Roof Drains, Overflow Roof Drains, Downspout Nozzles and Parapet Scupper Sleeves in accordance with manufacturers instructions.
- D. All items of this section to be installed bay a licensed plumber with a minimum five years experience in the installation of rooftop plumbing accessories.

END OF SECTION

SECTION 26 01 12
TEMPORARY ELECTRICAL DISCONNECTS AND RECONNECTS

PART I- GENERAL

1.1 SECTION INCLUDES

- A. Temporarily disconnect electrical feed to each roof top HVAC unit and other necessary equipment including satellite antenna.
- B. Inspect and repair existing power lines.
- C. Fabrication, installation and flashing of equipment supports.
- D. Reconnection of electrical feed upon completion of new roofing and related sheet metal.

1.2 SPECIAL PROVISIONS

- A. The Contractor shall employ mechanics licensed in the electrical trade.
- B. The Contractor shall disconnect electrical equipment or feeds only when performing roofing work in the immediate area of the equipment or feed.
- C. Each feed or unit shall be fully operational immediately after reinstallation. Shut down time for each unit shall be limited to an eight (8) hour period unless otherwise agreed by Owner's Representative.
- D. Prior to commencing any disconnects, the Owner shall be given forty-eight (48) hours notice. Notification shall be given through The Owner's representative.

1.3 Testing

- A. Prior to commencing roofing work, the Contractor shall test circuits in the presence of the Owner's Representative.
- B. Deficiencies in operation will be noted in writing and shall become a matter of record.
- C. Upon completion of the reconnection of each item or circuit, it shall be re-tested by the Contractor in the presence of the Owner's Representative.

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- D. Any deficiencies, which were not noted in the initial testing shall be corrected by the Contractor at his expense.

PART 2 PRODUCTS

2.1 REPLACEMENT PARTS

- A. Any replacement parts or additional materials shall be as recommended by the manufacturer of the unit, or as required by governing codes, and shall match the existing materials as to type, size, thickness and quality shall be provided and installed by the Contractor at his expense.

PART 3 EXECUTION

3.1 JOB CONDITIONS

- A. Do not disconnect electricity without permission of the Owner's Representative.
- B. Disconnection shall be performed only after new roof and flashing materials are available to complete the operation.
- C. Locate penetrations in roof system such that tripping hazards are minimized.

END OF SECTION

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Margaret M. Generali Elementary School
Waterbury, CT

ROOF REPLACEMENT
FOR
GENERALI ELEMENTARY SCHOOL

3196 EAST MAIN STREET
WATERBURY, CT

PREPARED FOR THE
CITY OF WATERBURY, CT

NEIL M. O'LEARY, MAYOR

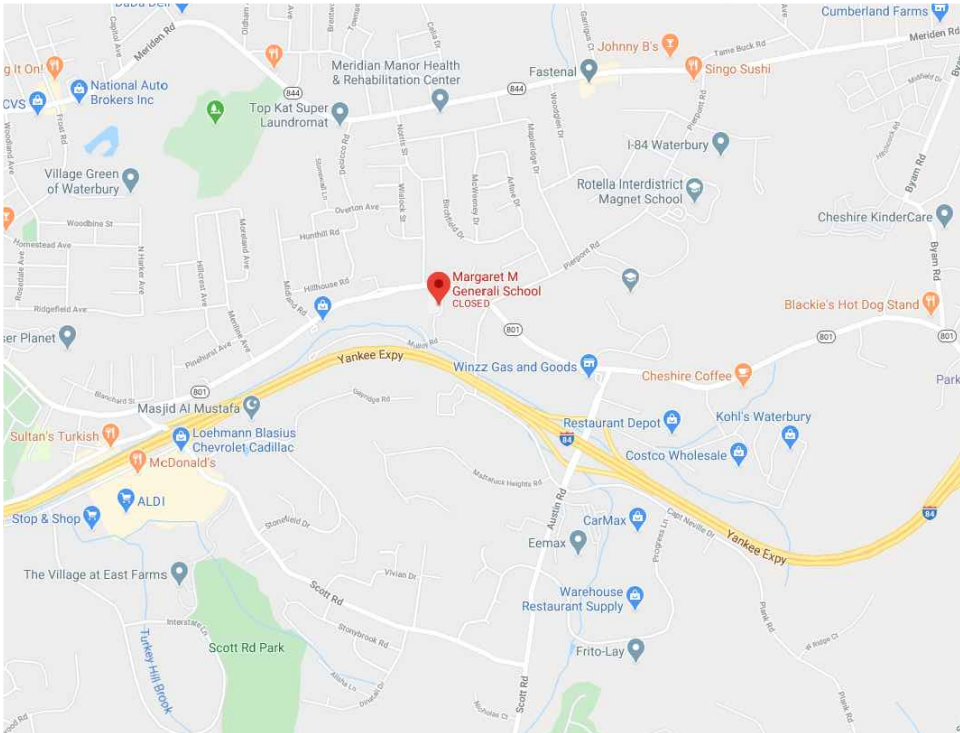


Certifications of Local Approval:		
I certify that I have local jurisdiction over the State Building Code and that the plans and project manual dated <u>June 30, 2020</u> for the above referenced project comply with all applicable building codes.		
<u>Gil Graveline</u> Local Building Official's Name	_____ Signature	_____ Date
I certify that I have local jurisdiction over the State Fire Safety Code and that the plans and project manual dated <u>June 30, 2020</u> for the above referenced project comply with all applicable fire codes.		
<u>Tom Fitzgerald</u> Local Fire Marshal's Name	_____ Signature	_____ Date
I certify that I have local jurisdiction over the State Health Code and that the plans and project manual dated <u>June 30, 2020</u> for the above referenced project comply with all applicable health codes.		
<u>Cynthia Vitone</u> Local Health Official's Name	_____ Signature	_____ Date
I certify that I have local jurisdiction over Section 504 of the Rehabilitation Act of 1973 , and the Uniform Federal Accessibility Standards (UFAS). I further certify that the plans and project manual dated <u>June 30, 2020</u> for the above referenced project comply with all applicable accessibility codes.		
<u>Christopher Harmon</u> Local Federal 504 Official's Name	_____ Signature	_____ Date

SITE MAP



LOCATION MAP

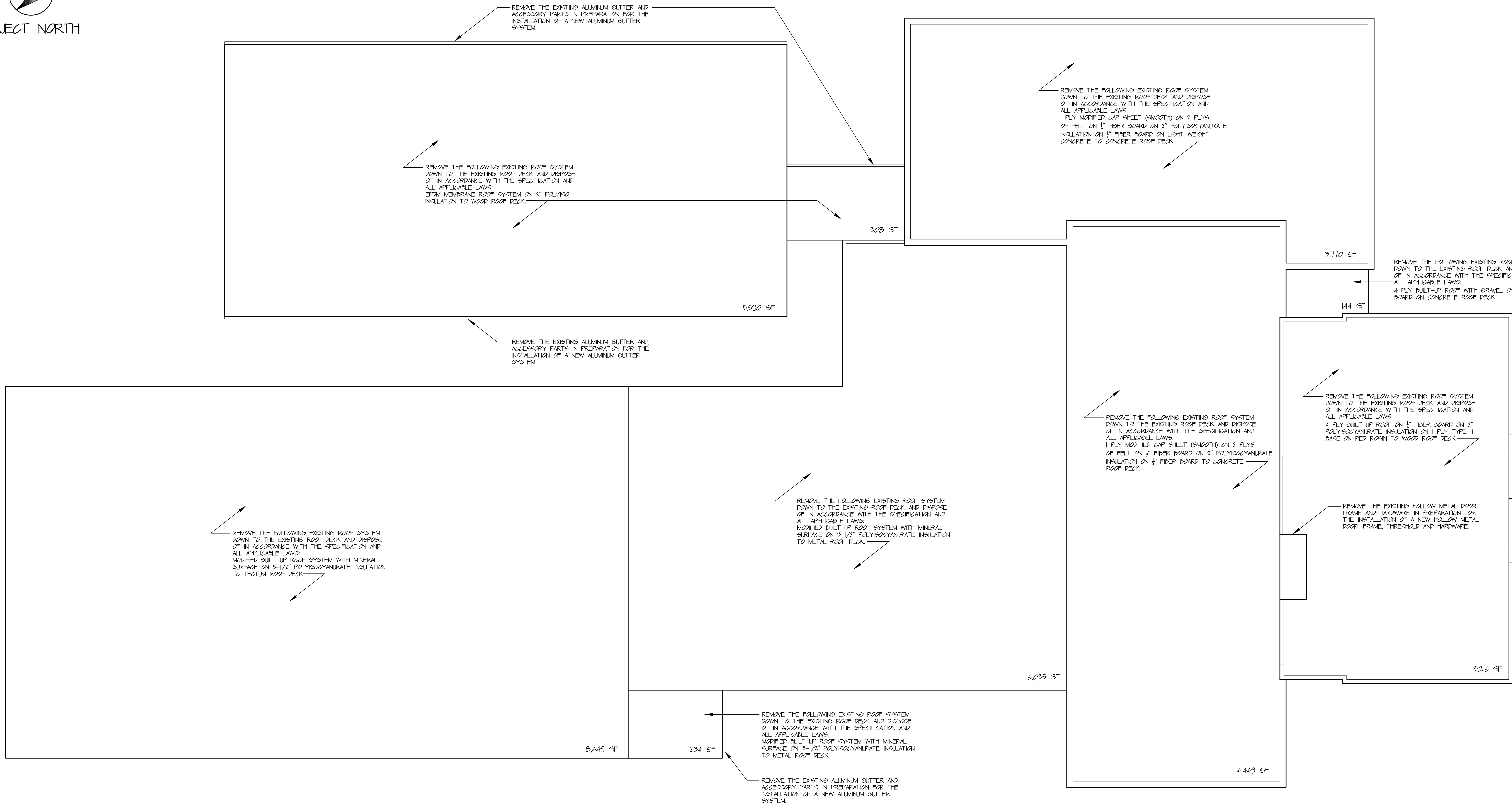


LIST OF DRAWINGS

	TITLE SHEET
D-1	DEMOLITION PLAN
A-1	ROOF PLAN
A-2	ROOF DETAILS
A-3	ROOF DETAILS
A-4	ROOF DETAILS
A-5	ROOF DETAILS
A-6	ROOF DETAILS
A-7	ROOF DETAILS

PREPARED BY
HIBBARD & ROSA ARCHITECTS, L.L.C.
100 RIVERVIEW CENTER
SUITE 272
MIDDLETOWN, CONNECTICUT 06457
(860) 346-1809

JUNE 30, 2020
COMM. NO. 2020-11
PROJECT NO. 151-0306 RR
PHASE 1 OF 1



GENERAL NOTES - ROOF

1. CONTRACTOR SHALL TAKE AND VERIFY ALL DIMENSIONS IN THE FIELD, AND SHALL BE HELD RESPONSIBLE FOR THE SAME.
2. CONTRACTOR SHALL TAKE AND VERIFY ALL FIELD CONDITIONS PRIOR TO BEGINNING ANY WORK AND NOTIFY OWNER OF ANY DISCREPANCIES.
3. CONTRACTOR SHALL REMOVE THE EXISTING ROOF SYSTEMS AS DESCRIBED IN DEMOLITION PLAN, IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS. ALL EXISTING ROOF SYSTEMS WILL BE REMOVED DOWN TO THE EXISTING ROOF DECKS.
4. DEMOLITION OF THE ROOF SYSTEM SHALL INCLUDE ALL FLASHINGS, FASCIAS, COPING AND ASSOCIATED COMPONENTS.
5. DEMOLITION SHALL INCLUDE THE REMOVAL OF THE EXISTING ROOF DRAIN ASSEMBLIES AND ASSOCIATED COMPONENTS AS REQUIRED FOR THE INSTALLATION OF NEW ROOF DRAINS.
6. IN THE EVENT ANY UNDOCUMENTED HAZARDOUS MATERIALS ARE FOUND DURING DEMOLITION THE CONTRACTOR SHALL STOP WORK IN THE AREA AND NOTIFY THE OWNER AND ARCHITECT IMMEDIATELY.

DEMOLITION PLAN

1/8" = 1'-0"

ROOF REPLACEMENT AT
GENERAL ELEMENTARY SCHOOL
3196 EAST MAIN STREET
WATERBURY, CT

HRA
HIBBARD & ROSA
ARCHITECTS, LLC
100 RIVERVIEW CENTER
SUITE 212
MIDDLETOWN, CT
PHONE: (860) 346-1809
EMAIL: hradh@hraz.com

DEMOLITION PLAN

DATE: 06-30-2010

REVISED:

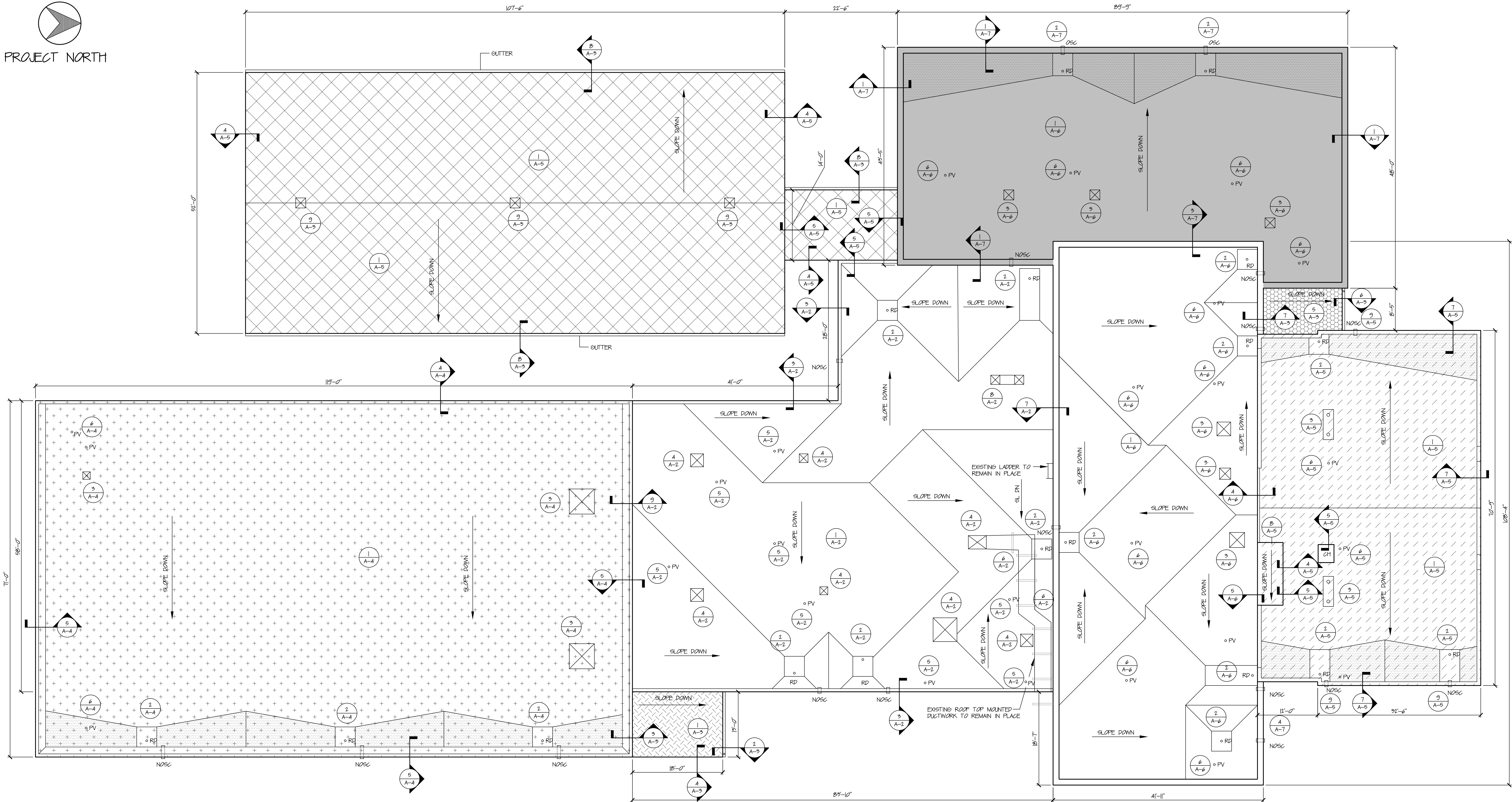
PROJ. # 15-0706 RR

COM. # 2010-II

SCALE: 1/8" = 1'-0"

D-1

SHEET

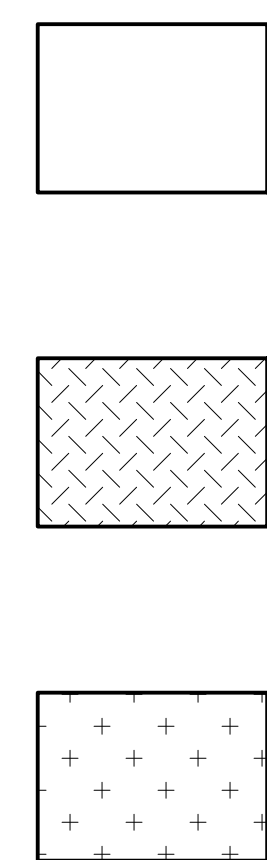


GENERAL NOTES - ROOF

- CONTRACTOR SHALL TAKE AND VERIFY ALL DIMENSIONS IN THE FIELD, AND SHALL BE HELD RESPONSIBLE FOR THE SAME.
- CONTRACTOR SHALL TAKE AND VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO BEGINNING ANY WORK AND NOTIFY OWNER OF ANY DISCREPANCIES.
- CONTRACTOR SHOULD FULLY UNDERSTAND THAT THE WORK INCLUDES THE USE OF A MANUFACTURER'S CERTIFIED/APPROVED INSTALLERS IN ORDER TO OBTAIN LONG TERM MANUFACTURER'S GUARANTEE.
- THE DIVISION OF WORK AMONG THE VARIOUS TRADES OR SUBCONTRACTORS (IF ANY) NECESSARY AND THE COORDINATING OF THE TOTAL WORK IS THE CONTRACTOR'S RESPONSIBILITY.
- THE CONTRACTOR SHALL CONFINE MOVEMENTS ON THE OWNER'S PROPERTY TO AREAS DESIGNATED ON THE SITE PLAN AND AS DESIGNATED AT THE PRE-CONSTRUCTION MEETING.
- FASTENERS ARE MECHANICAL FASTENERS OR AS INDICATED. FASTENERS USED IN THE WORK ARE TO PROVIDE 1/2" PENETRATION INTO THE SUBSTRATE OR AS REQUIRED BY THE FASTENER MANUFACTURER.
- FLASHINGS ARE TO BE INSTALLED IN A WATER-SHEDDING FASHION.
- PROVIDE PROPER TYPE CAULKING/SEALANT IN ALL AREAS INDICATED ON DRAWINGS AND AS REQUIRED FOR A WATERTIGHT ROOF.
- WHERE THE WORD "EXISTING" APPEARS WITH DESCRIPTIONS, NOTATIONS, DIRECTIVES, EXPLANATIONS, REQUIREMENTS, ETC., THROUGHOUT THE DRAWINGS AND SPECIFICATIONS, SUCH AS "EXISTING METAL DECK", "EXISTING BRICK WALL", THE REFERRED TO ITEM OR ITEMS OF WORK SHALL BE UNDERSTOOD AS MEANING WORK TO.
- REMAIN IN PLACE WITHOUT MAJOR CHANGES, BUT, SHALL INCLUDE ALL OTHER CHANGES, ADJUSTMENTS, REQUIREMENTS, ETC., THROUGHOUT THE DRAWINGS AND SPECIFICATIONS, SUCH AS "EXISTING METAL DECK", COMBINED WITH THE NEW AND EXISTING SPECIFIED WORK IN THE CONTRACT, OR.
- REMOVED, DISPOSED OF AND/OR REINSTALLED, INCLUDING ALL CHANGES, ADJUSTMENTS, REQUIREMENTS, ETC., NECESSARY FOR THE ITEMS OF WORK TO BE PROPERLY DEMOLISHED, REMOVED, CHANGED, ADJUSTED, AND PROPERLY INTEGRATED AND COMBINED WITH NEW AND EXISTING WORK SPECIFIED IN THE EXCEPT AS SPECIFIED ABOVE, ALL OTHER DESCRIPTIONS, NOTATIONS, DIRECTIVES, EXPLANATIONS, REQUIREMENTS, ETC., THROUGHOUT THE DRAWINGS AND SPECIFICATIONS, SUCH AS "BUILT-UP ROOF SYSTEM", "METAL BASE FLASHINGS", "BUILT-UP ROOF SYSTEM", "NEW METAL BASE FLASHINGS", SHALL BE UNDERSTOOD AS MEANING ALL REQUIREMENTS OF ALL WORK UNDER THE CONTRACT.
- IN THE EVENT OF CONFLICT BETWEEN APPLICABLE CODES AND REGULATIONS AND THE STANDARDS OF THE CONTRACT DOCUMENTS, THE MORE STRINGENT PROVISIONS SHALL GOVERN.
- ALL NOTES AND DIMENSIONS DESIGNATED AS TYPICAL (TYP) APPLY TO ALL LIKE OR SIMILAR CONDITIONS THROUGHOUT THE DRAWINGS.
- REMOVE AND REINSTALL MISCELLANEOUS ITEMS FOUND ON THE ROOF WHICH WILL INTERFERE WITH THE INSTALLATION OF THE NEW ROOF. PROVIDE ALL FLASHINGS, PITCH POCKETS, ETC., REQUIRED FOR A WATERTIGHT ROOF.

1 ROOF PLAN
1/8" = 1'-0"

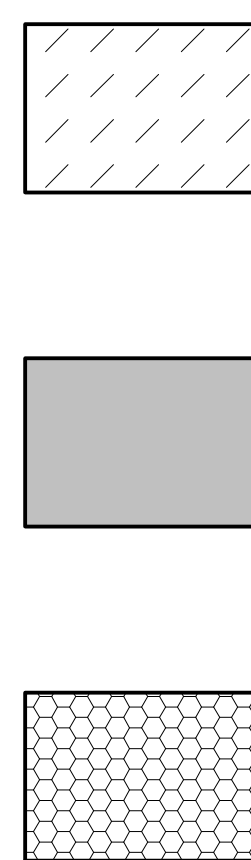
LEGEND - ROOF



FLOOD COAT AND GRAVEL SET IN ADHESIVE ON MODIFIED MEMBRANE CAP SHEET SET IN ADHESIVE ON MODIFIED MEMBRANE BASE SHEET SET IN ADHESIVE ON 1/2" FIBERBOARD SET IN ADHESIVE ON 1/2" PER FOOT TAPERED RIGID INSULATION (WITH 15" MINIMUM THICKNESS) SET IN ADHESIVE ON 2 1/2" FLAT STOCK RIGID INSULATION MECHANICALLY FASTENED TO EXISTING FLAT METAL ROOF DECK AVERAGE R-VALUE 48.92

FLOOD COAT AND GRAVEL SET IN ADHESIVE ON MODIFIED MEMBRANE CAP SHEET SET IN ADHESIVE ON MODIFIED MEMBRANE BASE SHEET SET IN ADHESIVE ON 1/2" FIBERBOARD SET IN ADHESIVE ON 1/2" PER FOOT TAPERED RIGID INSULATION (WITH 15" MINIMUM THICKNESS) MECHANICALLY FASTENED TO EXISTING 1/2" PER FOOT SLOPED METAL ROOF DECK AVERAGE R-VALUE 31.12

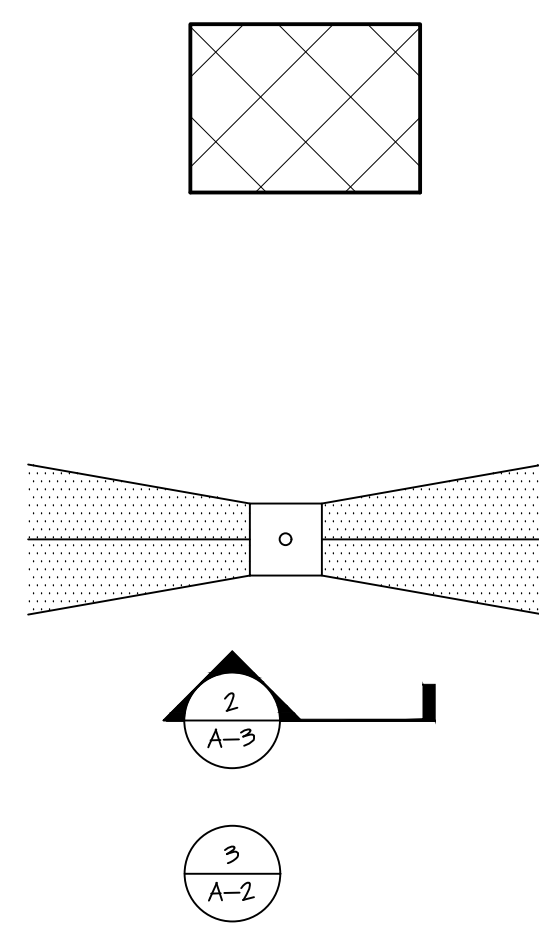
FLOOD COAT AND GRAVEL SET IN ADHESIVE ON MODIFIED MEMBRANE CAP SHEET SET IN ADHESIVE ON MODIFIED MEMBRANE BASE SHEET SET IN ADHESIVE ON 1/2" FIBERBOARD SET IN ADHESIVE ON 2 1/2" FLAT STOCK RIGID INSULATION SET IN ADHESIVE ON BASE SHEET MECHANICALLY FASTENED TO EXISTING 1/2" PER FOOT SLOPED TECTUM ROOF DECK AVERAGE R-VALUE 31.32



FLOOD COAT AND GRAVEL SET IN ADHESIVE ON MODIFIED MEMBRANE CAP SHEET SET IN ADHESIVE ON MODIFIED MEMBRANE BASE SHEET SET IN ADHESIVE ON 1/2" FIBERBOARD SET IN ADHESIVE ON 2 1/2" FLAT STOCK RIGID INSULATION SET IN ADHESIVE ON BASE SHEET MECHANICALLY FASTENED TO EXISTING 1/2" PER FOOT SLOPED WOOD ROOF DECK AVERAGE R-VALUE 31.32

FLOOD COAT AND GRAVEL SET IN ADHESIVE ON MODIFIED MEMBRANE CAP SHEET SET IN ADHESIVE ON MODIFIED MEMBRANE BASE SHEET SET IN ADHESIVE ON 1/2" FIBERBOARD SET IN ADHESIVE ON 1/2" PER FOOT TAPERED RIGID INSULATION (WITH 42" MINIMUM THICKNESS) SET IN ADHESIVE ON 2 1/2" FLAT STOCK RIGID INSULATION SET IN ADHESIVE ON VAPOR BARRIER SET IN ADHESIVE ON EXISTING FLAT CONCRETE ROOF DECK AVERAGE R-VALUE 46.55

FLOOD COAT AND GRAVEL SET IN ADHESIVE ON MODIFIED MEMBRANE CAP SHEET SET IN ADHESIVE ON MODIFIED MEMBRANE BASE SHEET SET IN ADHESIVE ON 1/2" FIBERBOARD SET IN ADHESIVE ON 1/2" PER FOOT TAPERED RIGID INSULATION (WITH 15" MINIMUM THICKNESS) SET IN ADHESIVE ON VAPOR BARRIER SET IN ADHESIVE ON EXISTING FLAT CONCRETE ROOF DECK AVERAGE R-VALUE 34.38



ROOF AREA - ADD ALTERNATE #1
FLOOD COAT AND GRAVEL SET IN ADHESIVE ON MODIFIED MEMBRANE CAP SHEET SET IN ADHESIVE ON MODIFIED MEMBRANE BASE SHEET SET IN ADHESIVE ON 1/2" FIBERBOARD SET IN ADHESIVE ON 2 1/2" FLAT STOCK RIGID INSULATION SET IN ADHESIVE ON BASE SHEET MECHANICALLY FASTENED TO EXISTING 1/2" PER FOOT SLOPED FLYWOOD ROOF DECK AVERAGE R-VALUE 31.32

CRICKET (SLOPE: 1/2" PER FT)

SECTION MARK

DETAIL BUTTON

EXISTING ROOF DRAIN TO BE REMOVED. INSTALL NEW ROOF DRAIN ASSEMBLY

MECHANICAL UNIT

COVERED CURB

MASONRY CHIMNEY

OVERFLOW SCUPPER

NEW OVERFLOW SCUPPER

PLUMBING VENT

CODE INFORMATION

PROJECT HAS BEEN DESIGNED TO:
THE FOLLOWING IS AN ANALYSIS AND SUMMARY OF APPLICABLE SECTIONS OF THE INTERNATIONAL BUILDING CODE 2018
2018 EXISTING BUILDING CODE OF CONNECTICUT - ADOPTS THE IBC 2018 W/ AMENDMENTS
2018 EXISTING MECHANICAL CODE OF CONNECTICUT - ADOPTS THE IMC 2018 W/ AMENDMENTS
2018 EXISTING PLUMBING CODE OF CONNECTICUT - ADOPTS THE IPC 2018 W/ AMENDMENTS
2018 ENERGY CONSERVATION CODE OF CONNECTICUT - ADOPTS THE IEEC 2018 W/ AMENDMENTS
2018 CONNECTICUT FIRE SAFETY CODE, BASED ON NFPA 101, LIFE SAFETY CODE, 2015 AND NFPA 1, FIRE CODE 2015

CODE INFORMATION

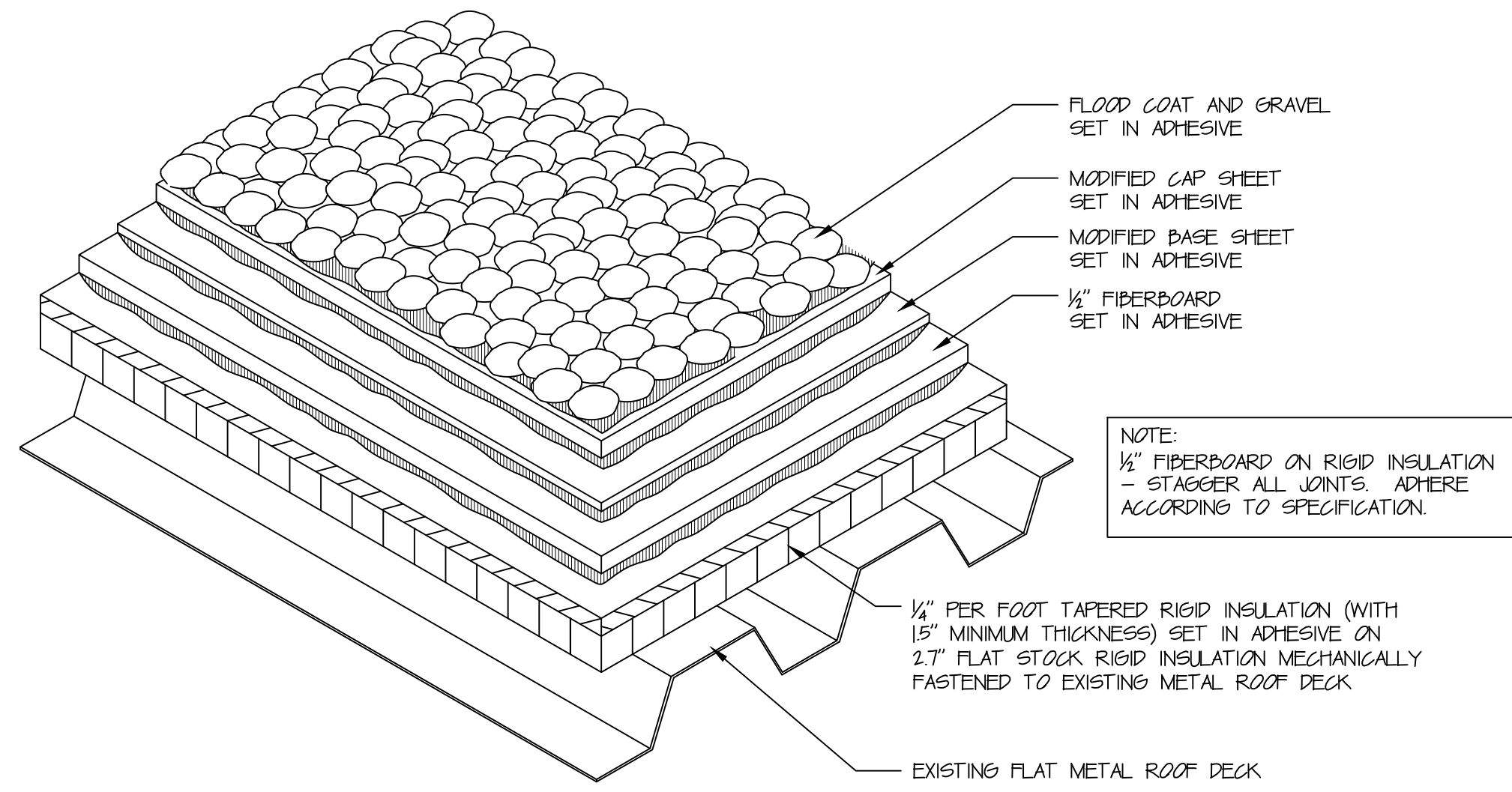
PROJECT HAS BEEN DESIGNED TO MEET:
WIND SPEED (UPLIFT) - PROJECT IS DESIGNED TO WITHSTAND 130 MPH
R-VALUE - PROJECT SHALL MEET A MINIMUM R30

ROOF REPLACEMENT AT
GENERAL ELEMENTARY SCHOOL
3196 EAST MAIN STREET
WATERBURY, CT

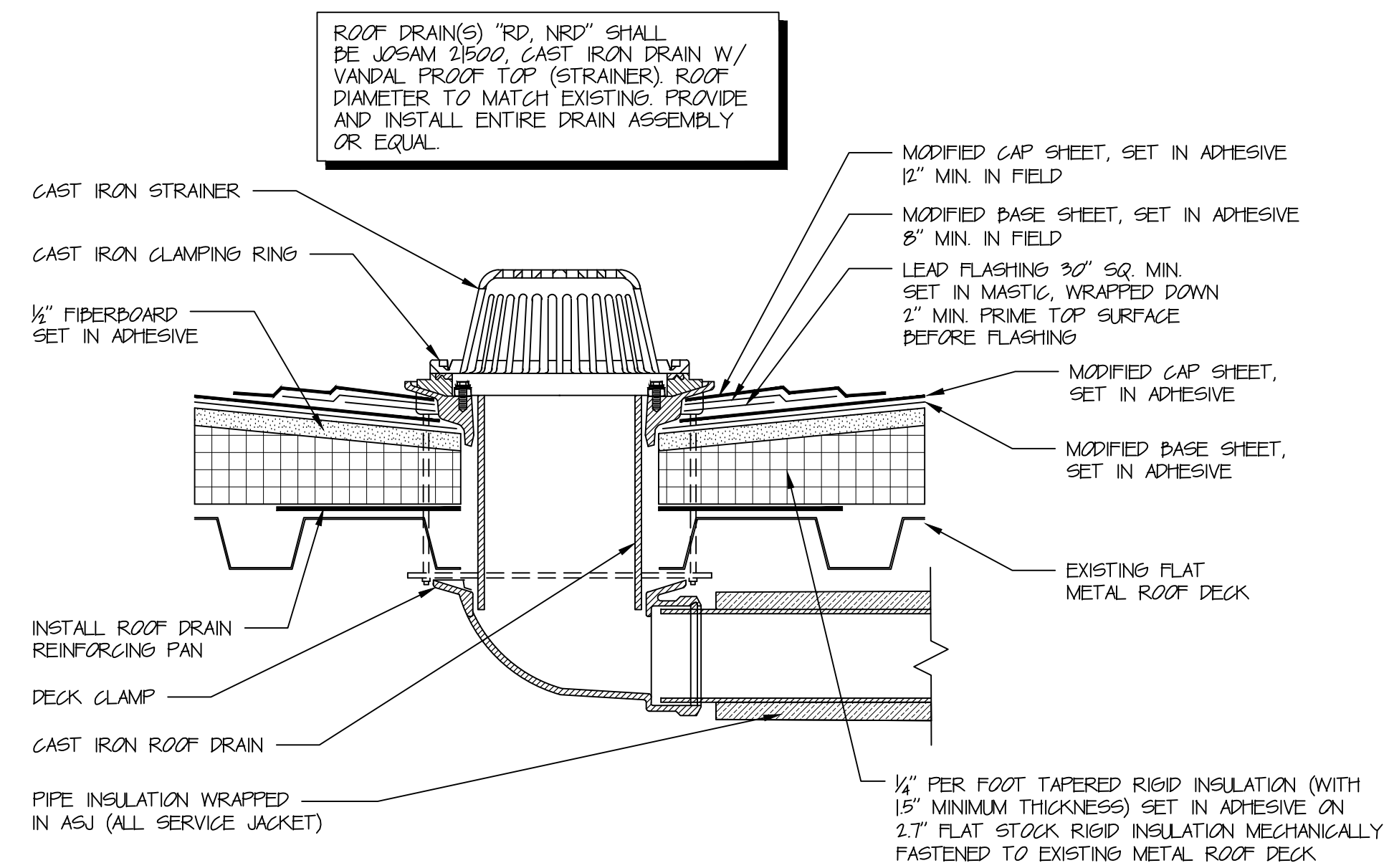
HRA
HIBBARD & ROSA
ARCHITECTS, LLC
100 RIVERVIEW CENTER
SUITE 272
MIDDLETOWN, CT
PHONE: (860) 346-1303
EMAIL: hrah@hrah.com

ROOF PLAN

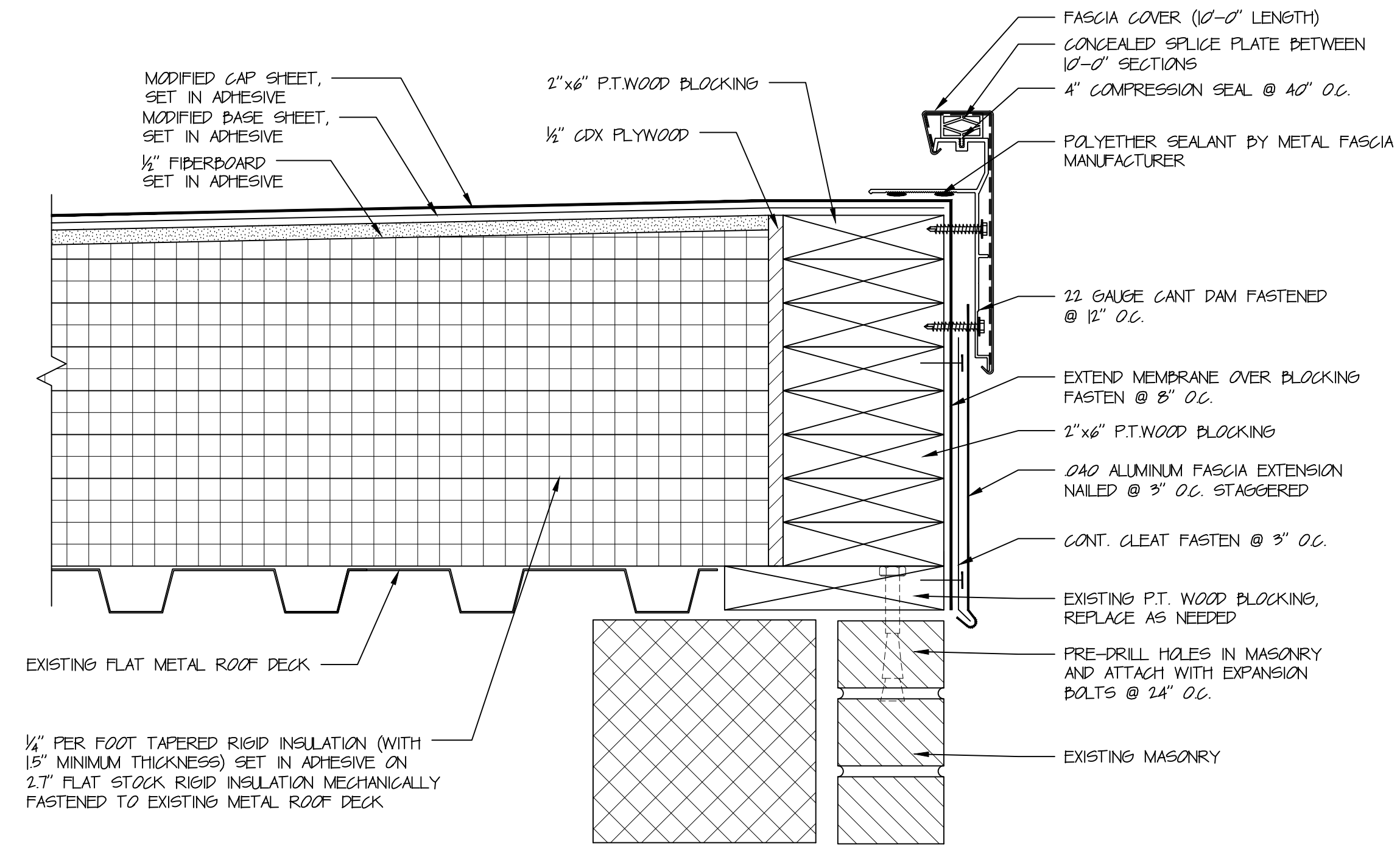
DATE: 06-30-2020
REVISED:
PROJ. # 15-0206 RR
COM. # 2020-11
SCALE: 1/8" = 1'-0"
SHEET



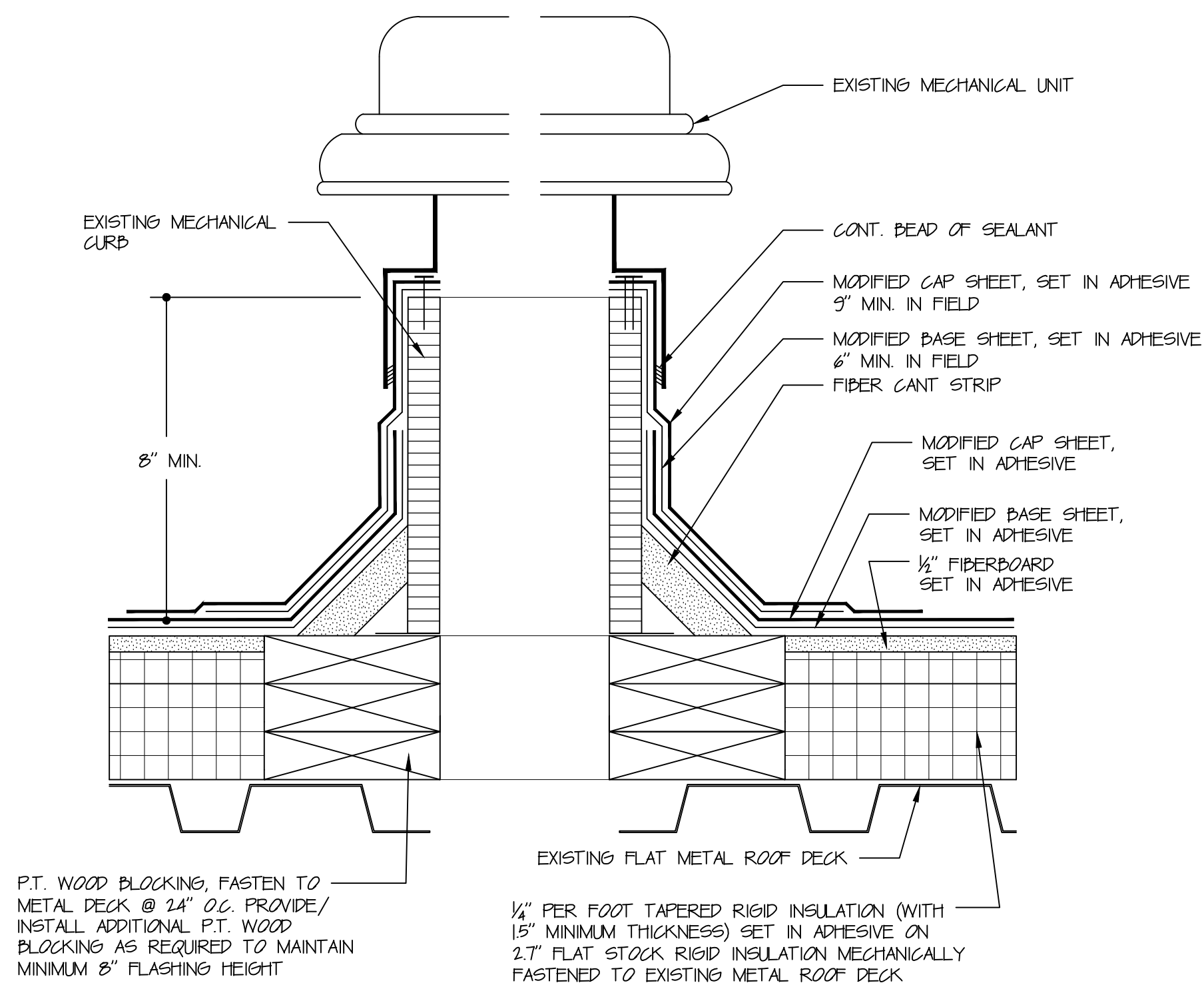
1
TYPICAL 2 PLY SECTION
ON FLAT METAL DECK
NT.S.



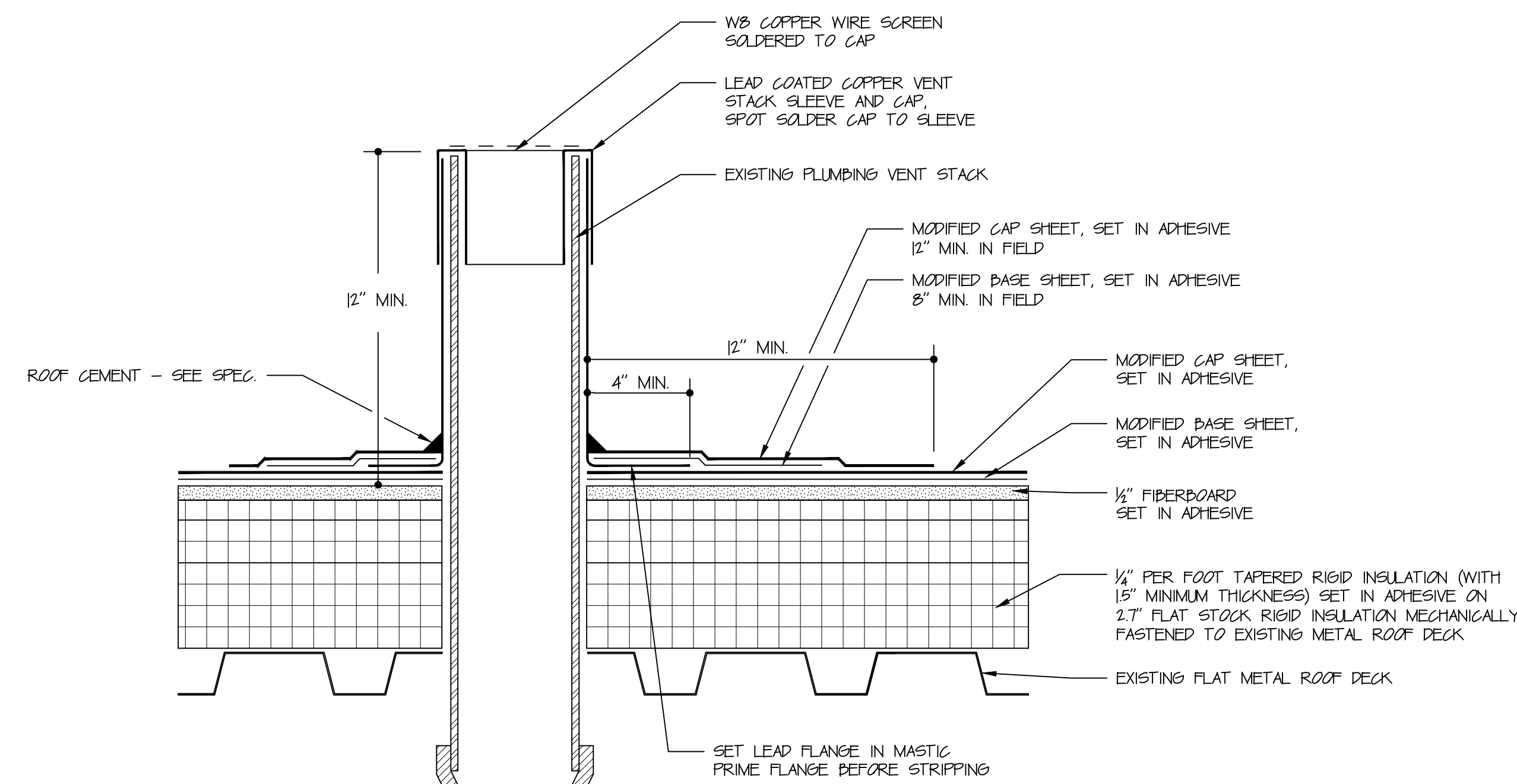
2
ROOF DRAIN
3" = 1'-0"



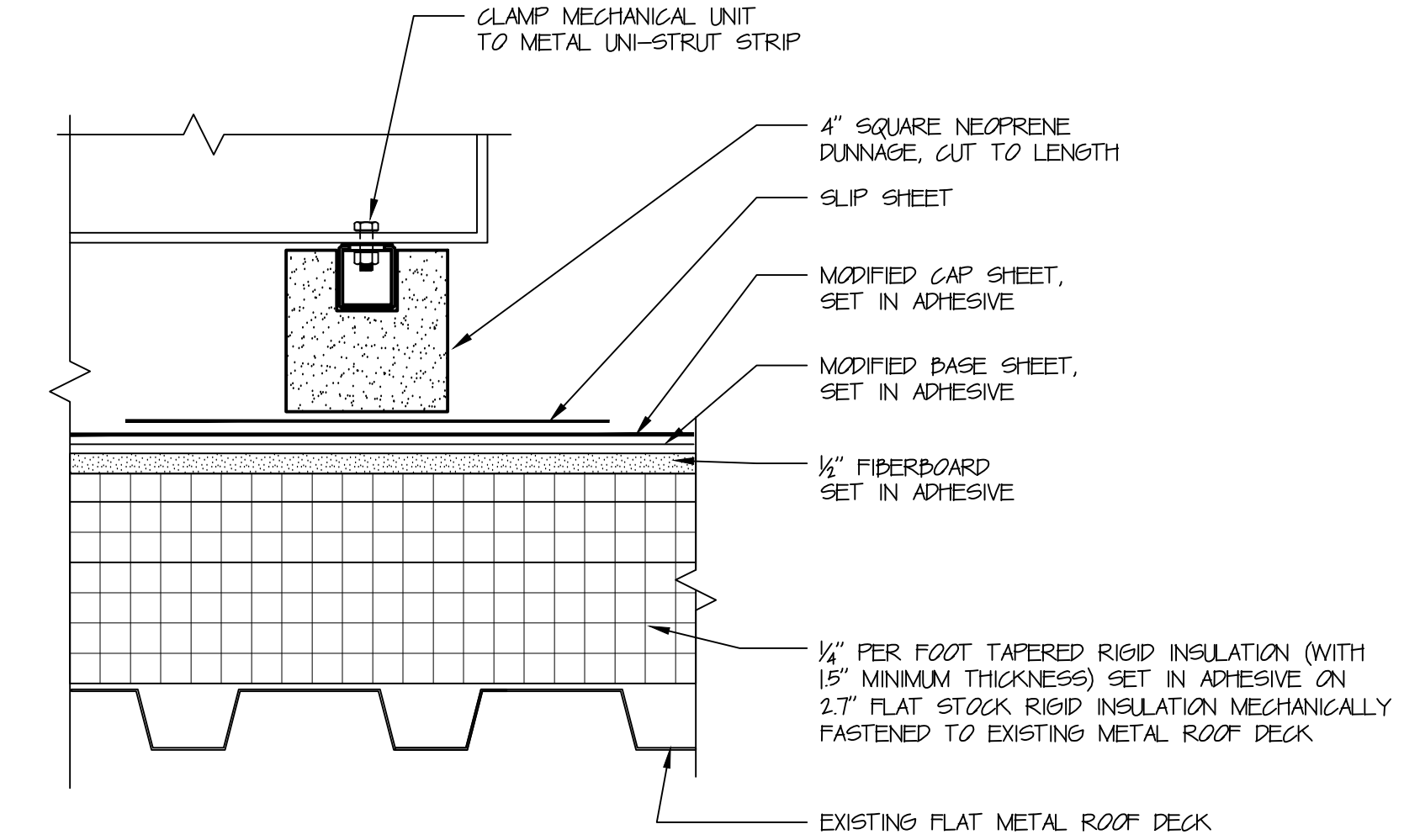
3
EDGE DETAIL
3" = 1'-0"



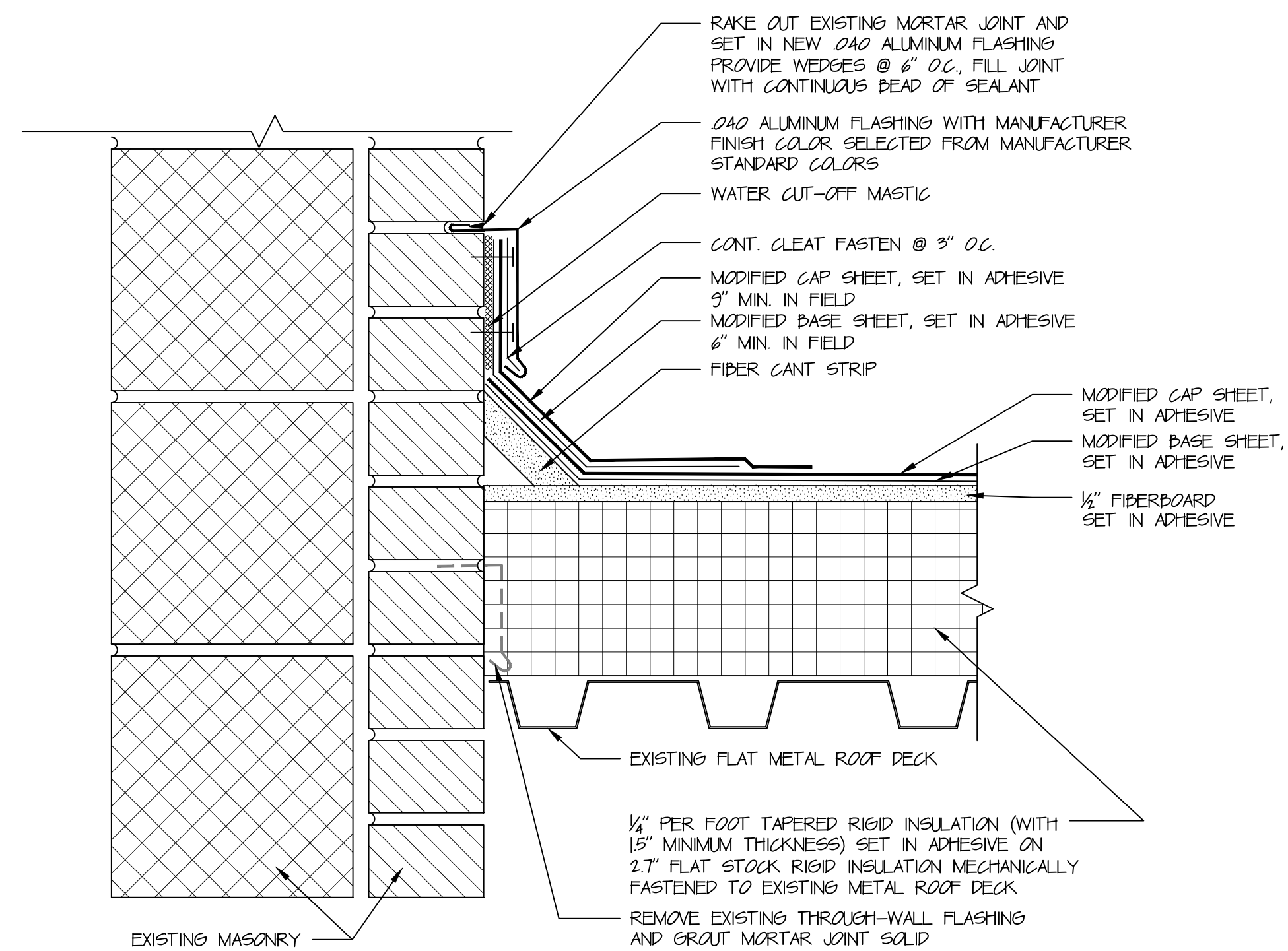
4
MECHANICAL CURB
3" = 1'-0"



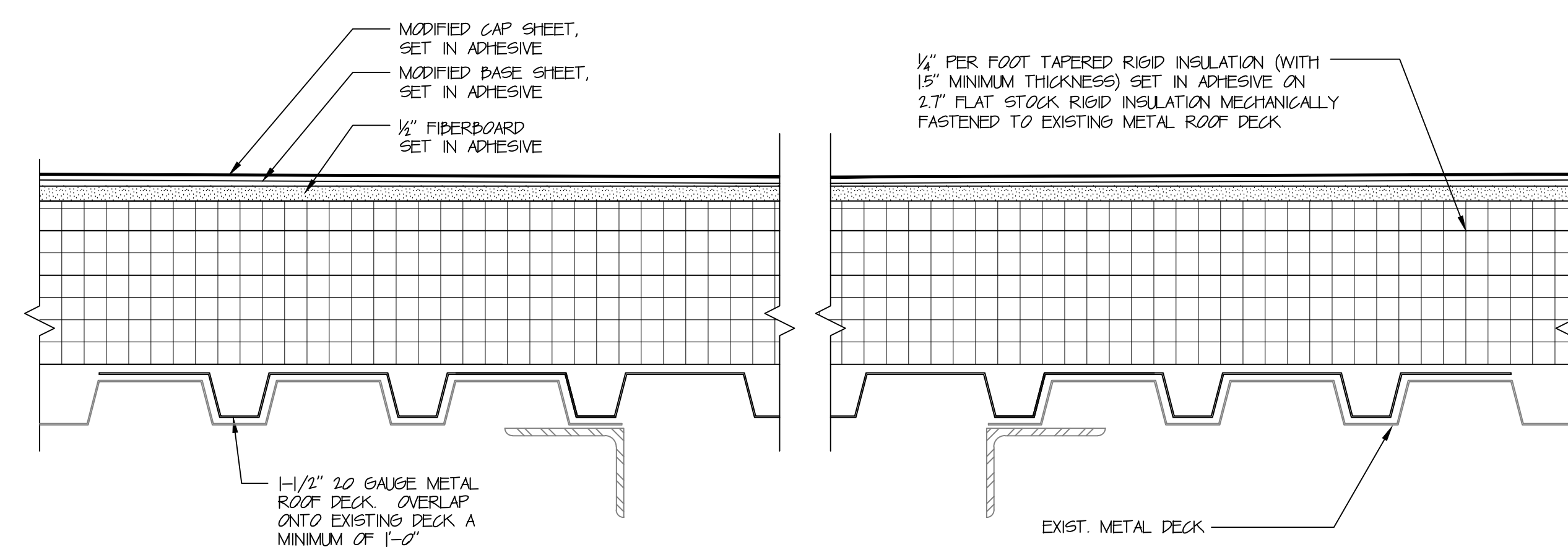
5
PLUMBING VENT
3" = 1'-0"



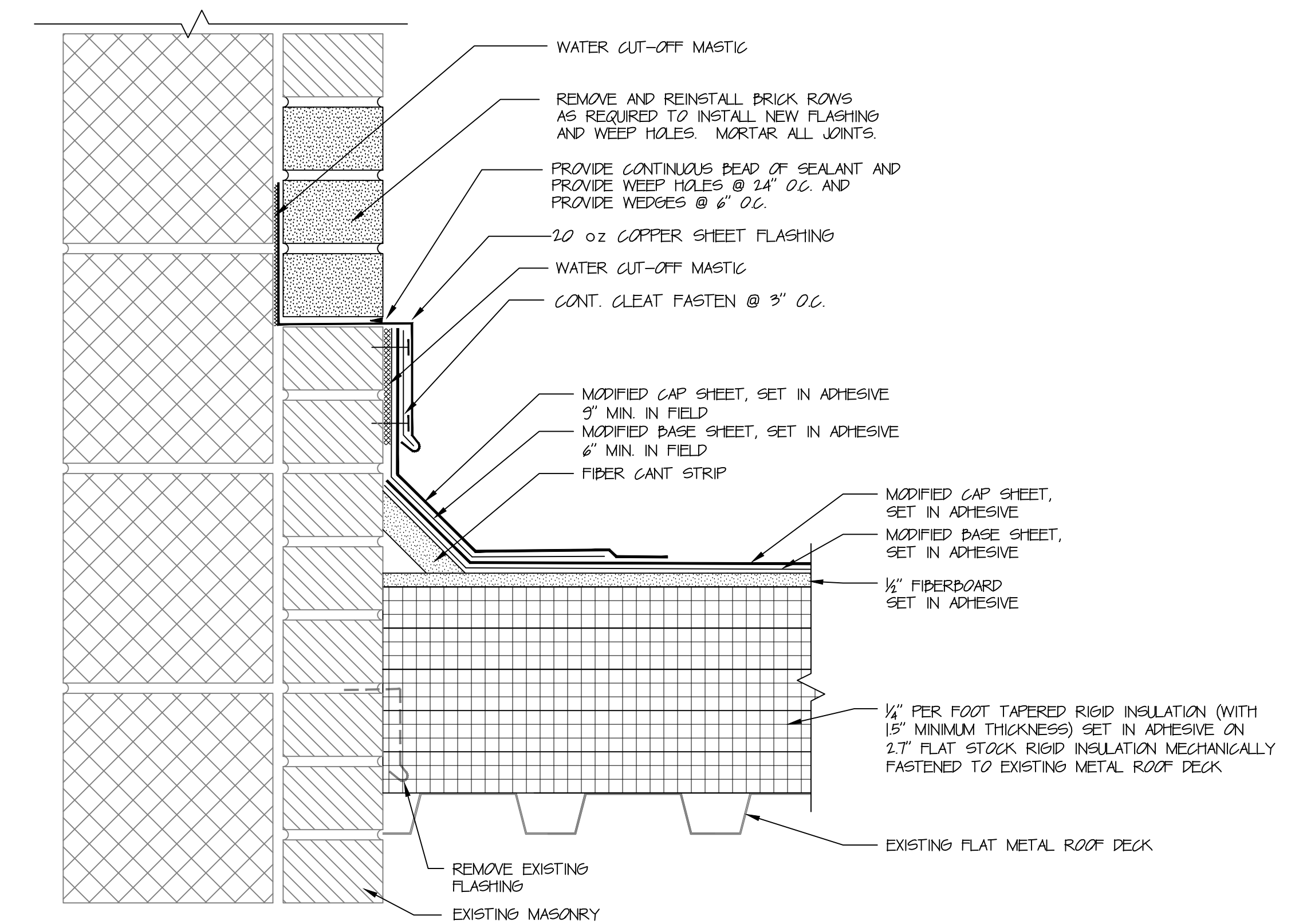
6
DUNNAGE DETAIL
3" = 1'-0"



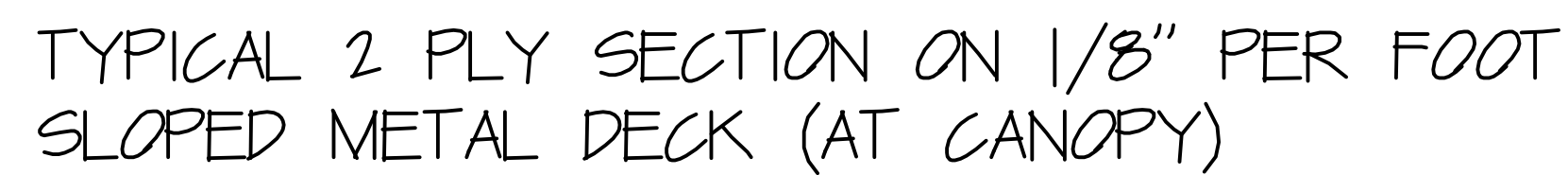
7
REGLET DETAIL
3" = 1'-0"



8
INFILL DETAIL
3" = 1'-0"



9
THROUGH WALL FLASHING
WITH NEW WEEP HOLES
3" = 1'-0"



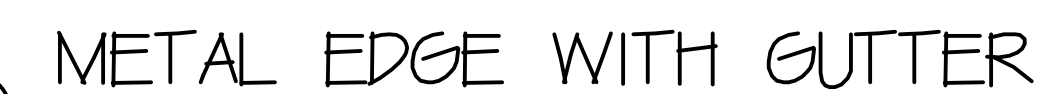
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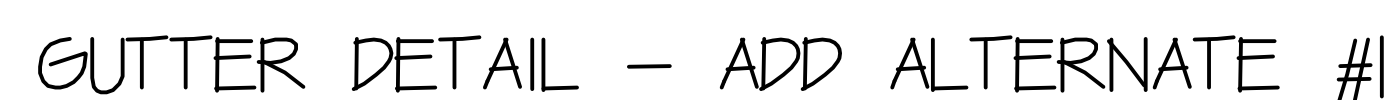

$$\mathfrak{z}'' = \mathfrak{r} - \mathfrak{o}'$$

$$3'' = 1'-0''$$

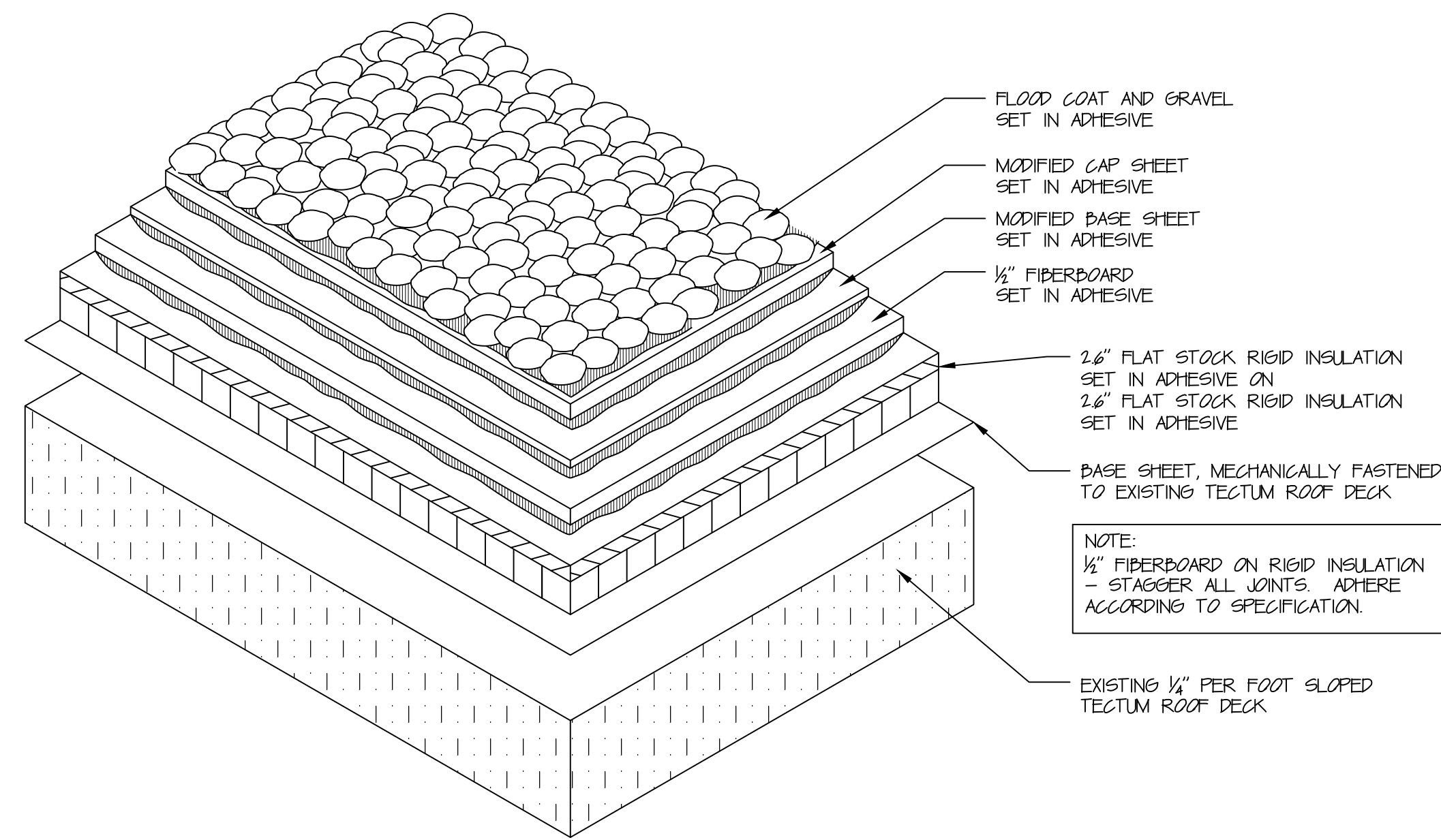
$$\mathfrak{P}'' = \mathfrak{P} - \mathcal{O}'$$


NTS


$$\mathfrak{Z}'' = 1 - \sigma$$

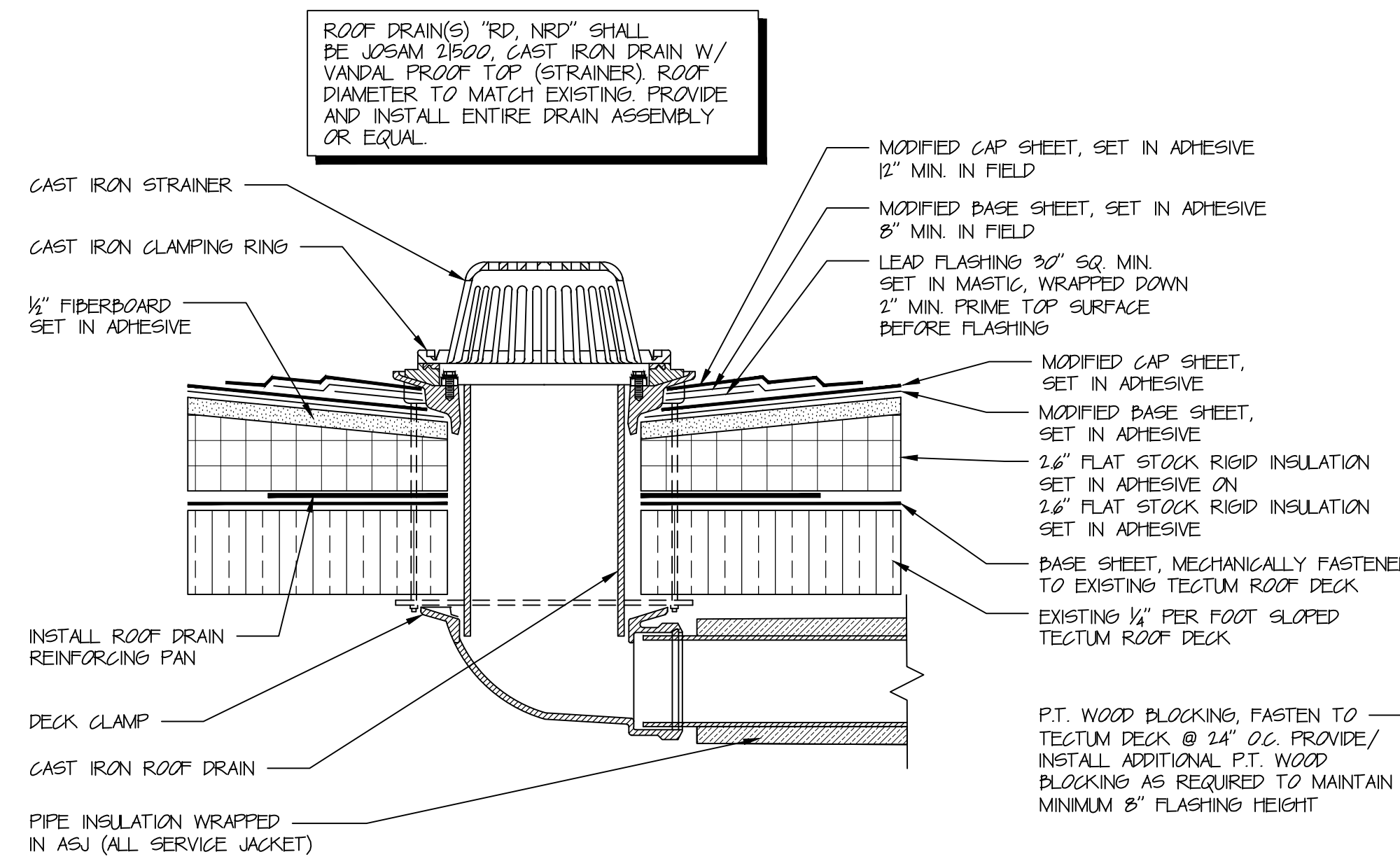
$$\mathfrak{g}'' = \mathfrak{g} - \mathfrak{o}$$

$$\mathfrak{Z}'' = \{ -\mathcal{O}' \}$$

$$\mathfrak{z}'' = 1 - 0$$



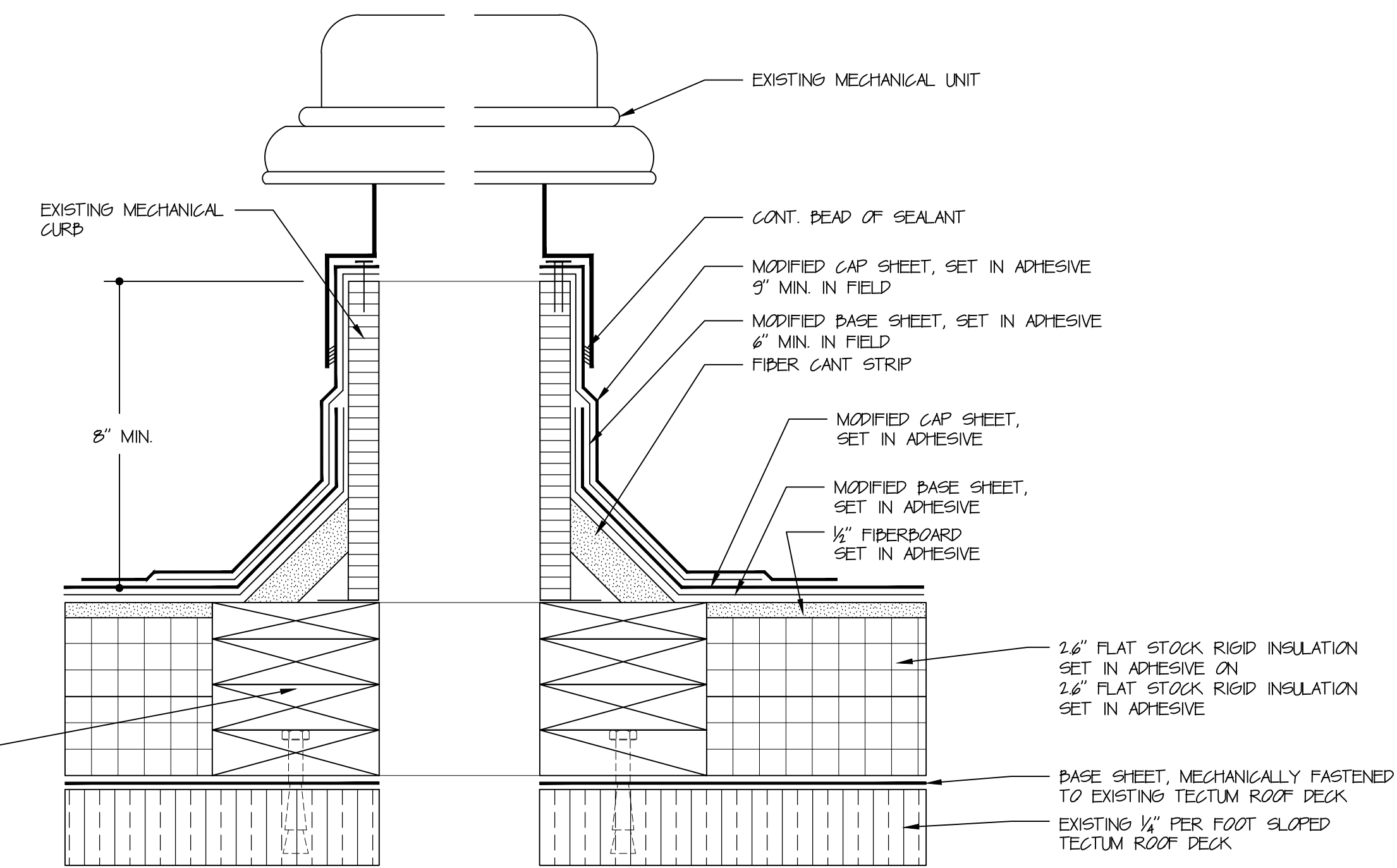
1 TYPICAL 2 PLY SECTION ON
1/4" PER FT. SLOPED TECTUM DECK

NTS.



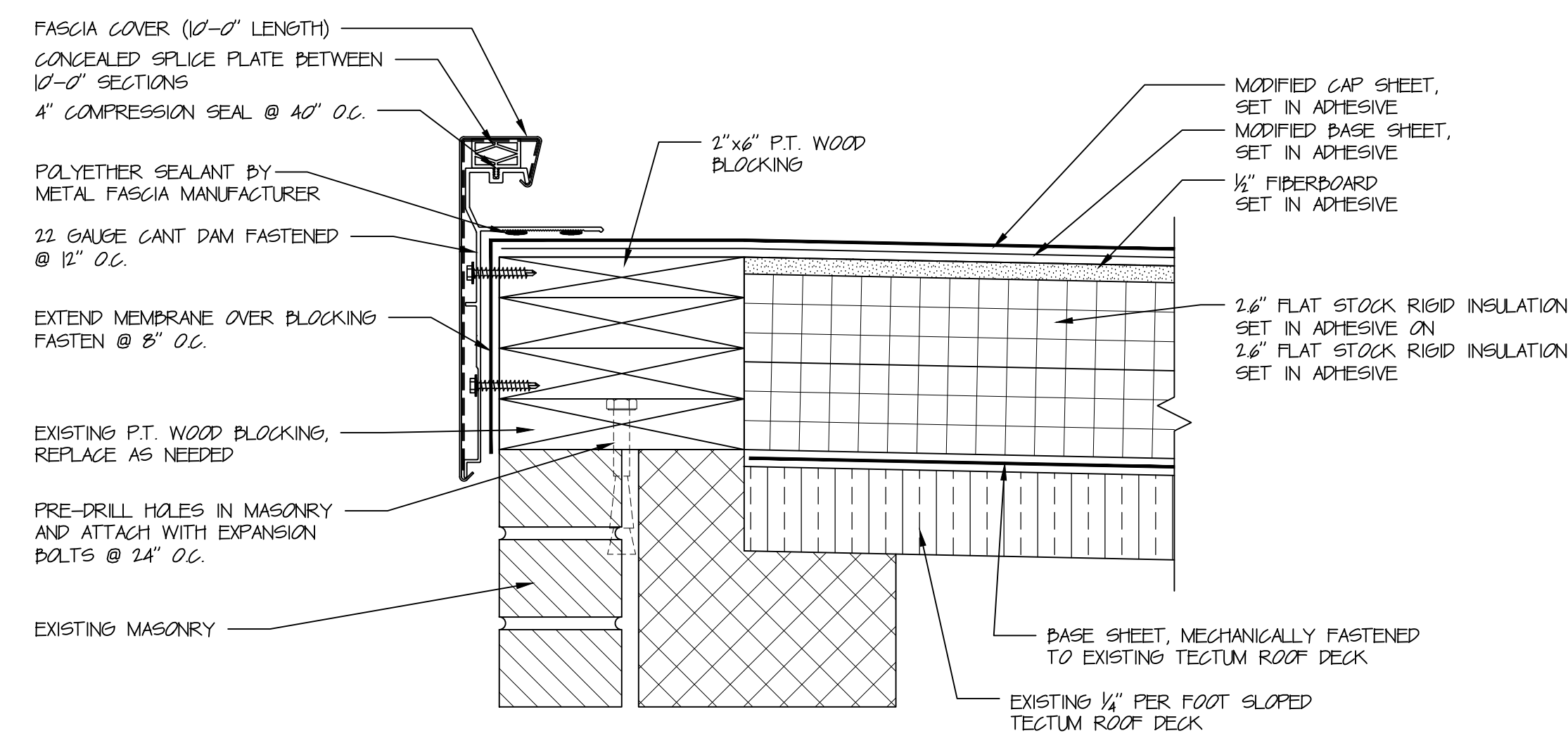
2 ROOF DRAIN

3" = 1'-0"



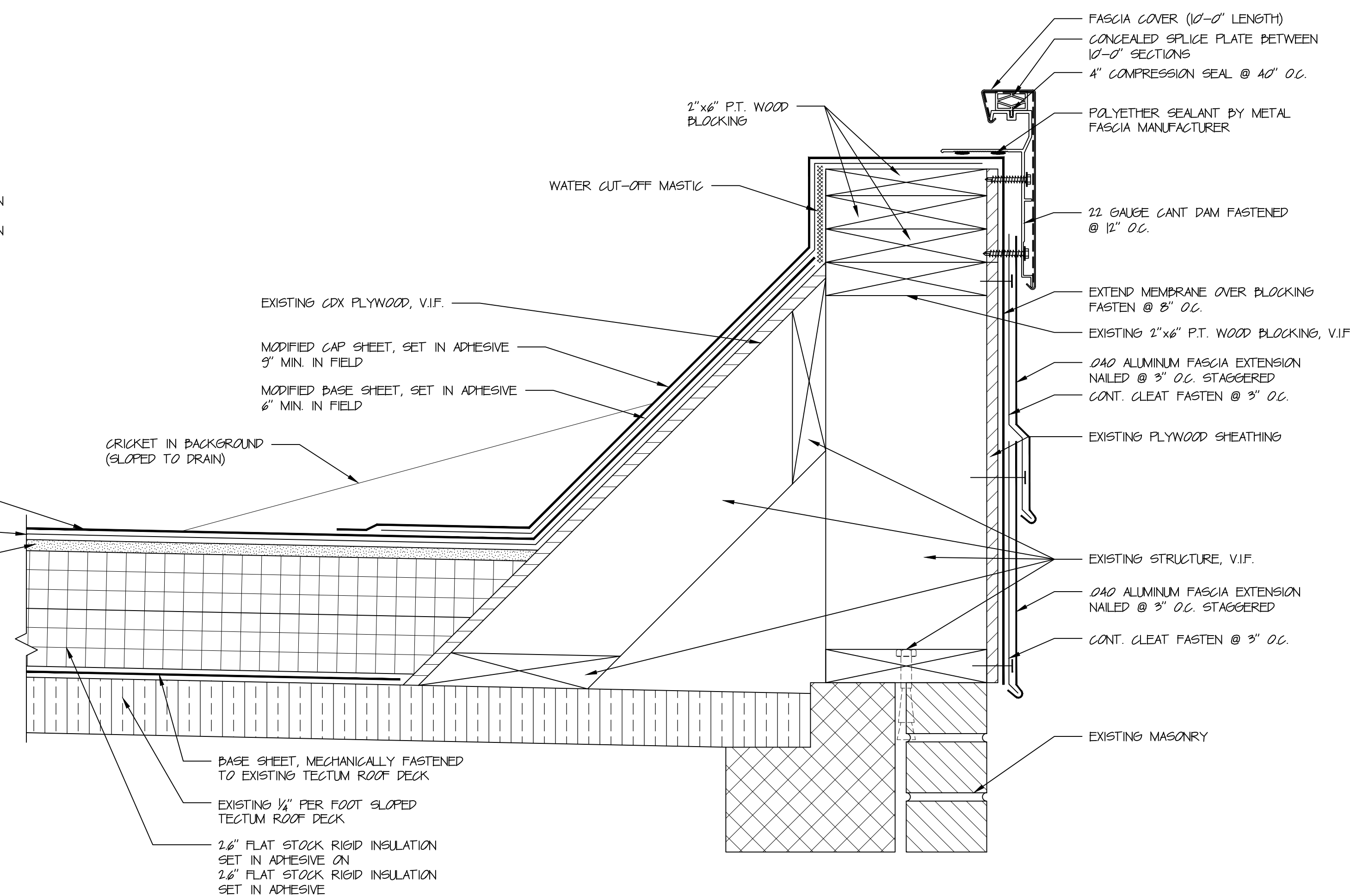
3 MECHANICAL CURB

3" = 1'-0"



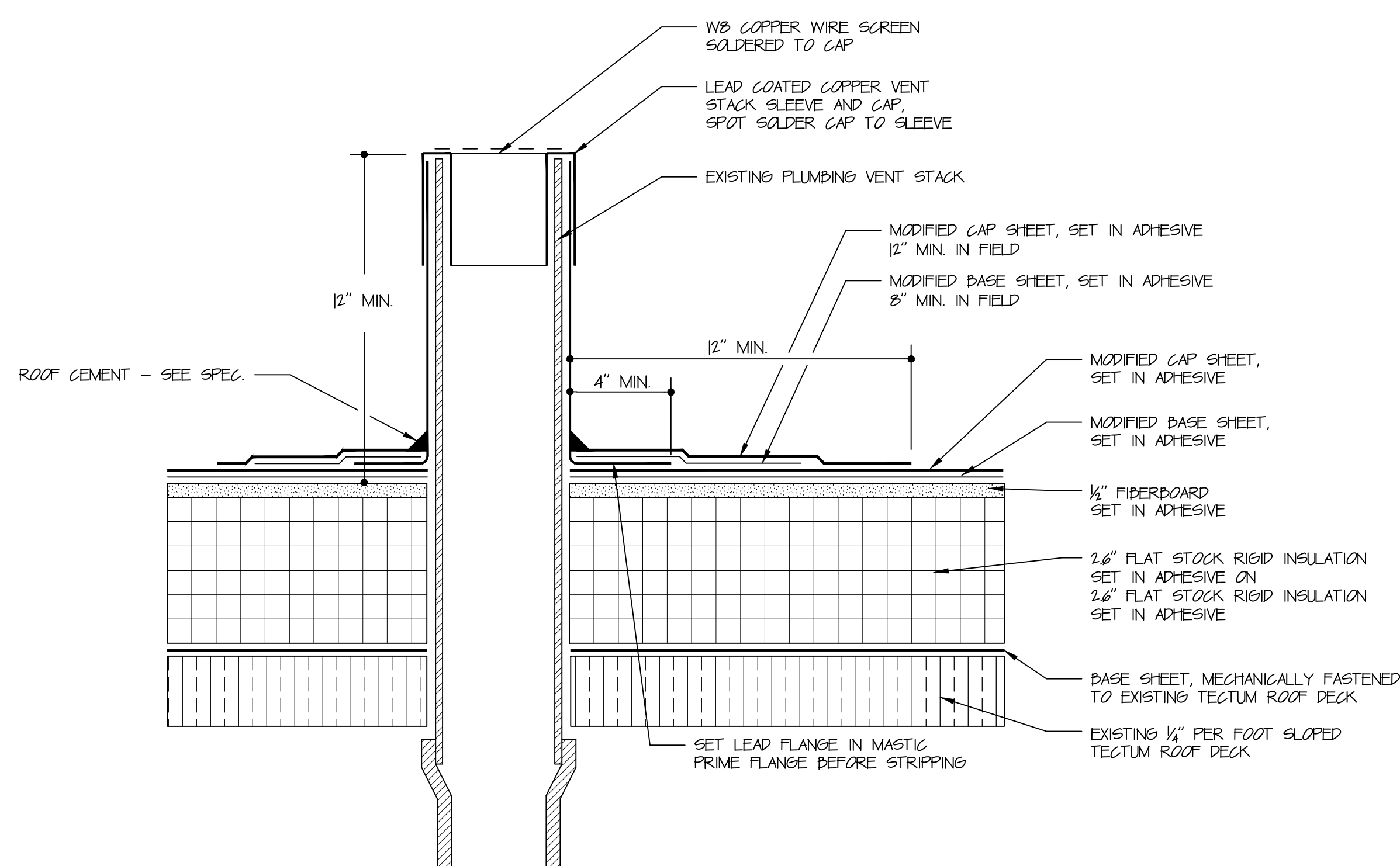
4 GRAVEL EDGE - HIGH END

3" = 1'-0"



5 GRAVEL EDGE - LOW END

3" = 1'-0"



6 PLUMBING VENT

3" = 1'-0"

ROOF REPLACEMENT AT
GENERAL ELEMENTARY SCHOOL
3196 EAST MAIN STREET
WATERBURY, CT

HRA
HIBBARD & ROSA
ARCHITECTS, LLC
100 RIVERVIEW CENTER
SUITE 212
MIDDLETOWN, CT
PHONE: (860) 346-1809
EMAIL: hradh@hraz.com

ROOF DETAILS

DATE: 06-30-2010

REVISED:

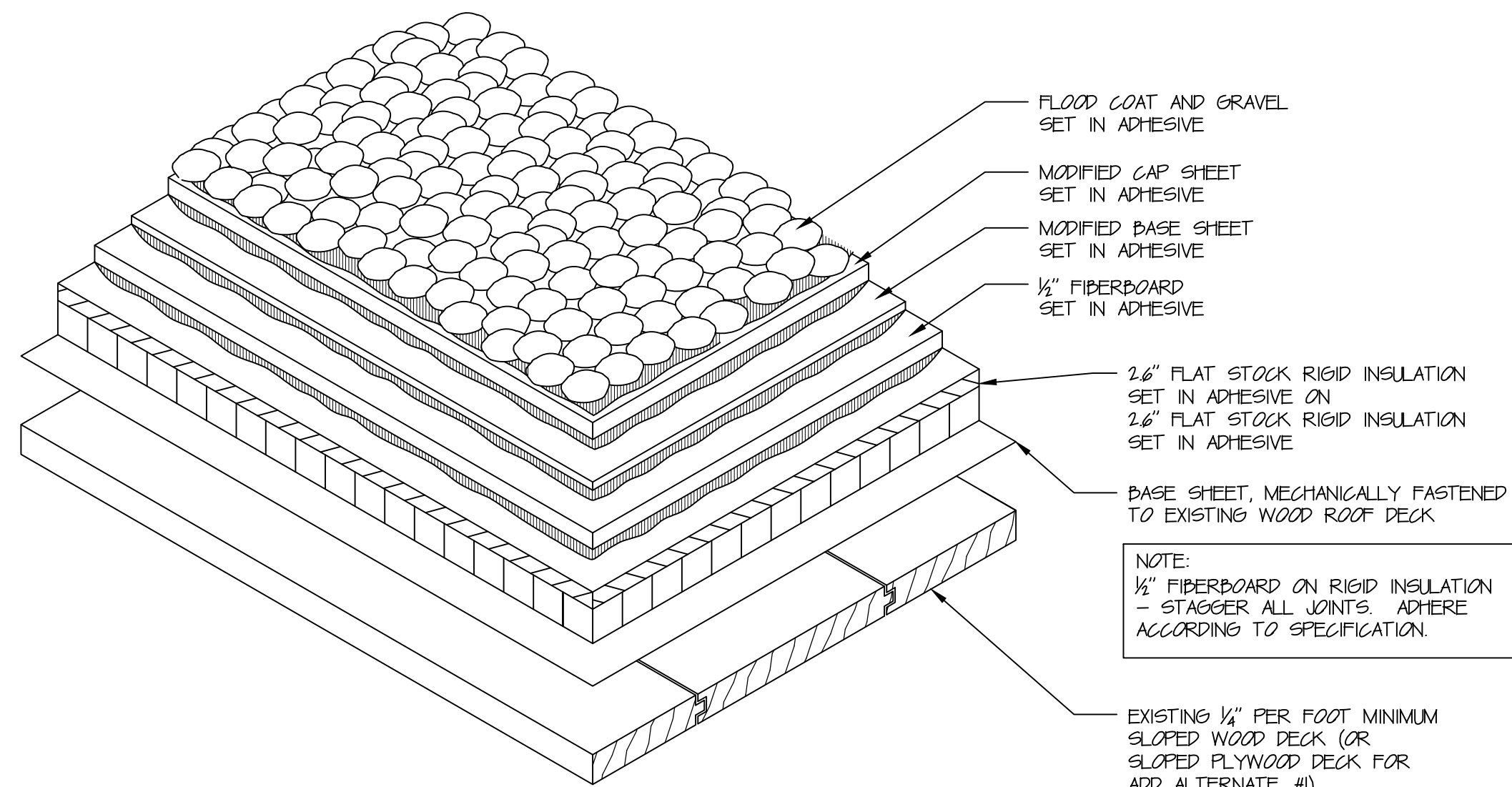
PROJ. # 151-0706 RR

COM. # 2010-11

SCALE: 3" = 1'-0"

A-4

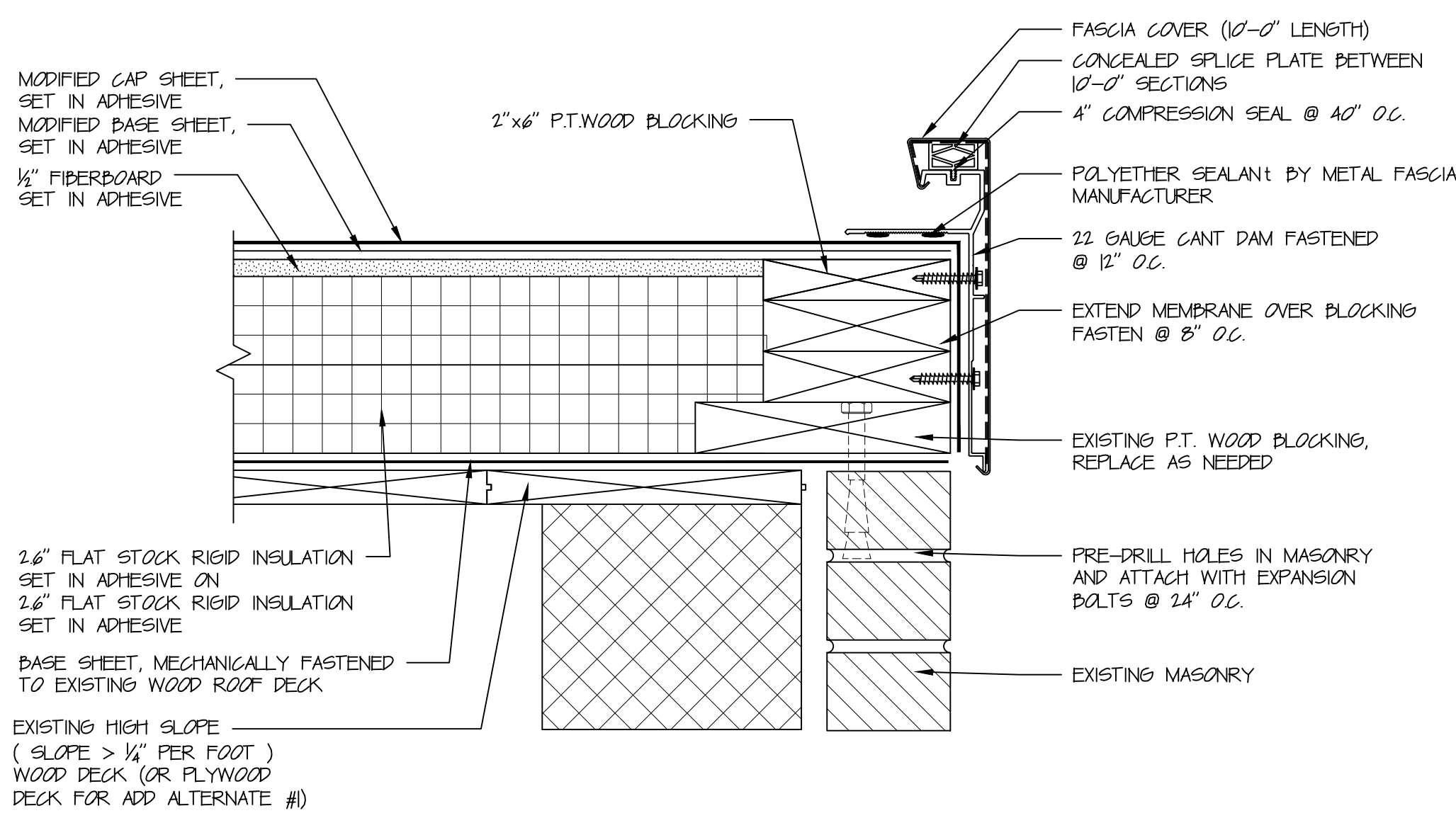
SHEET



TYPICAL 2 PLY SECTION ON
SLOPED WOOD DECK OR
SLOPED PLYWOOD DECK FOR ADD ALTERNATE #1

1

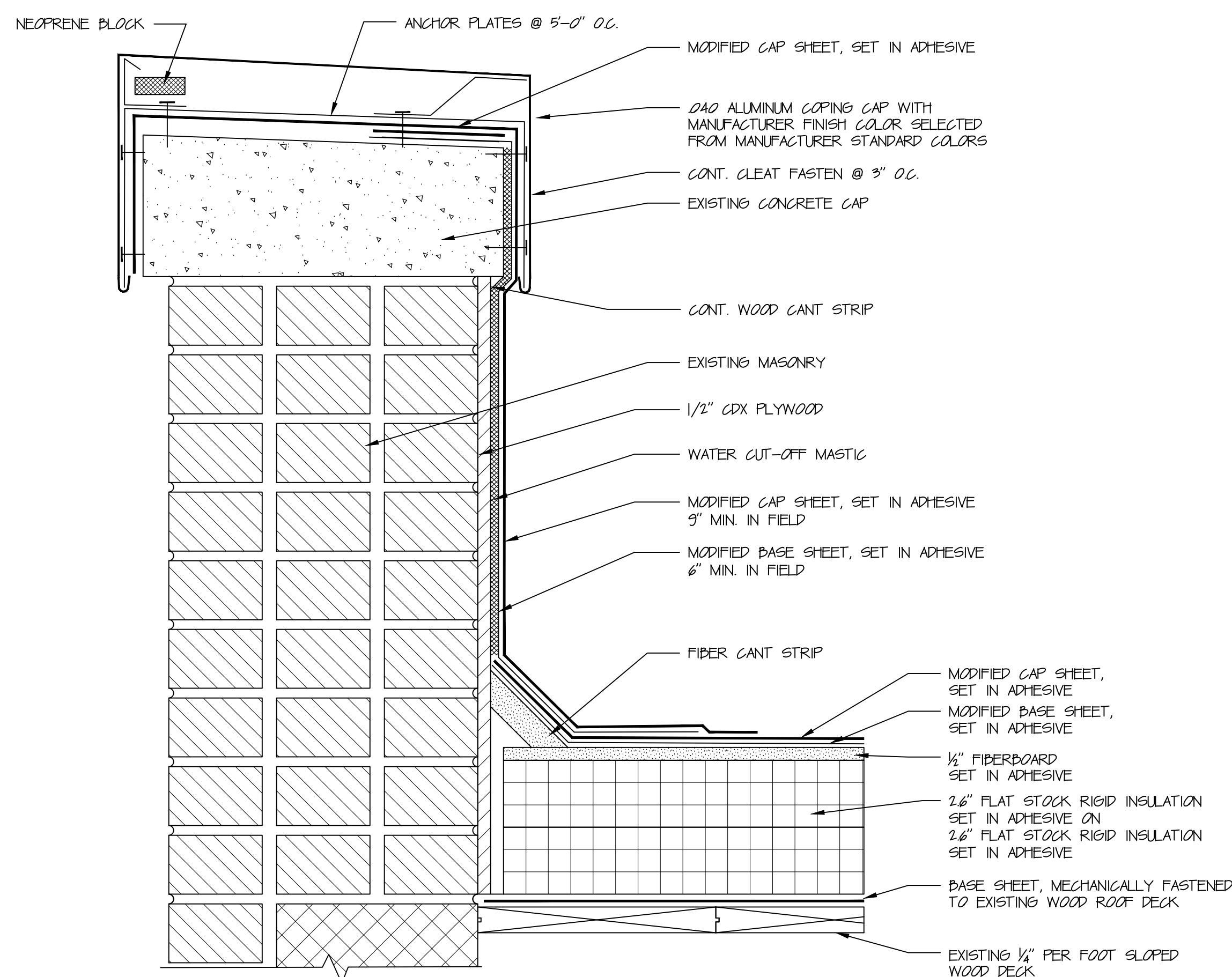
NTS.



EDGE DETAIL

4

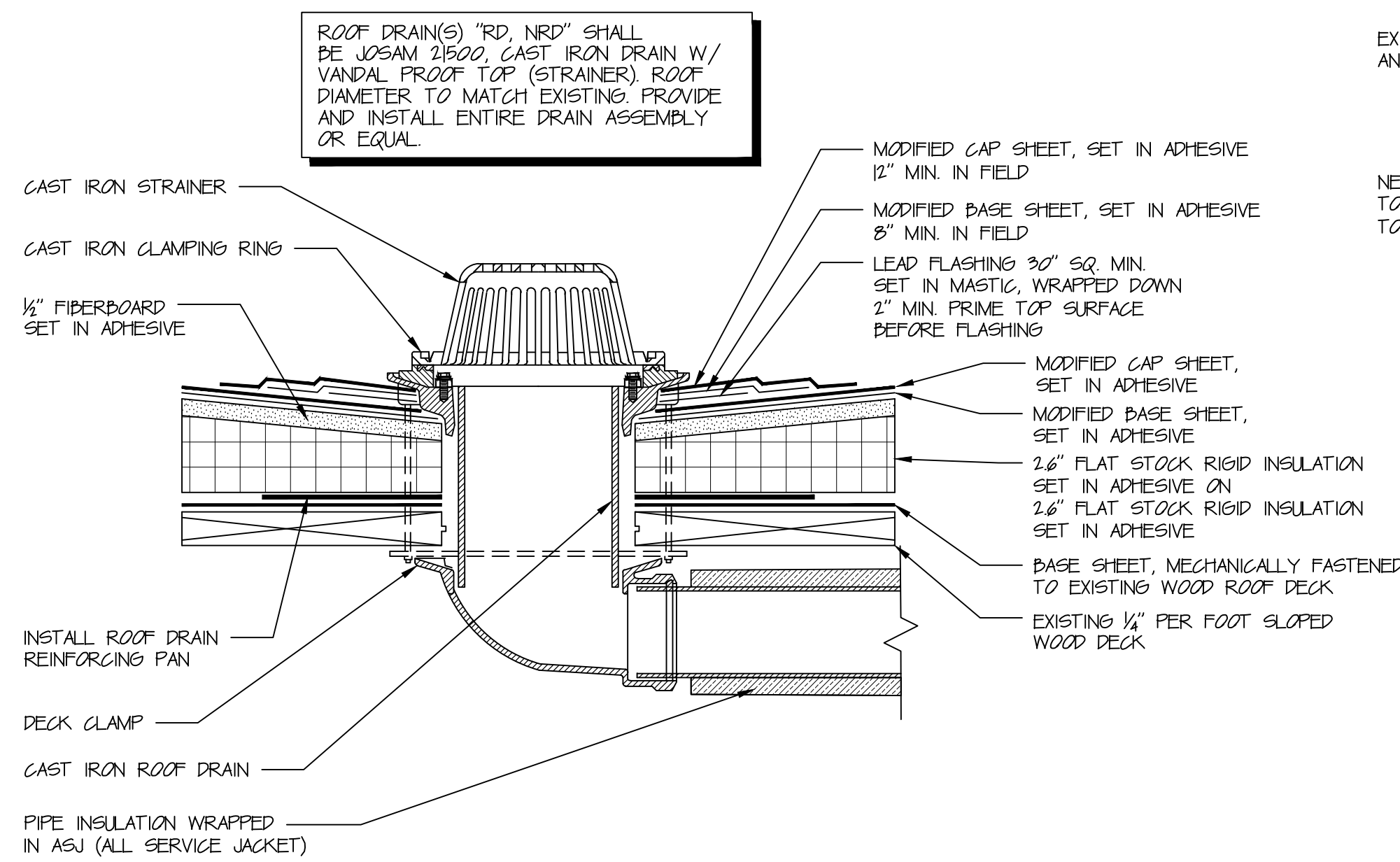
5" = 1'-0"



PARAPET COPING CAP

7

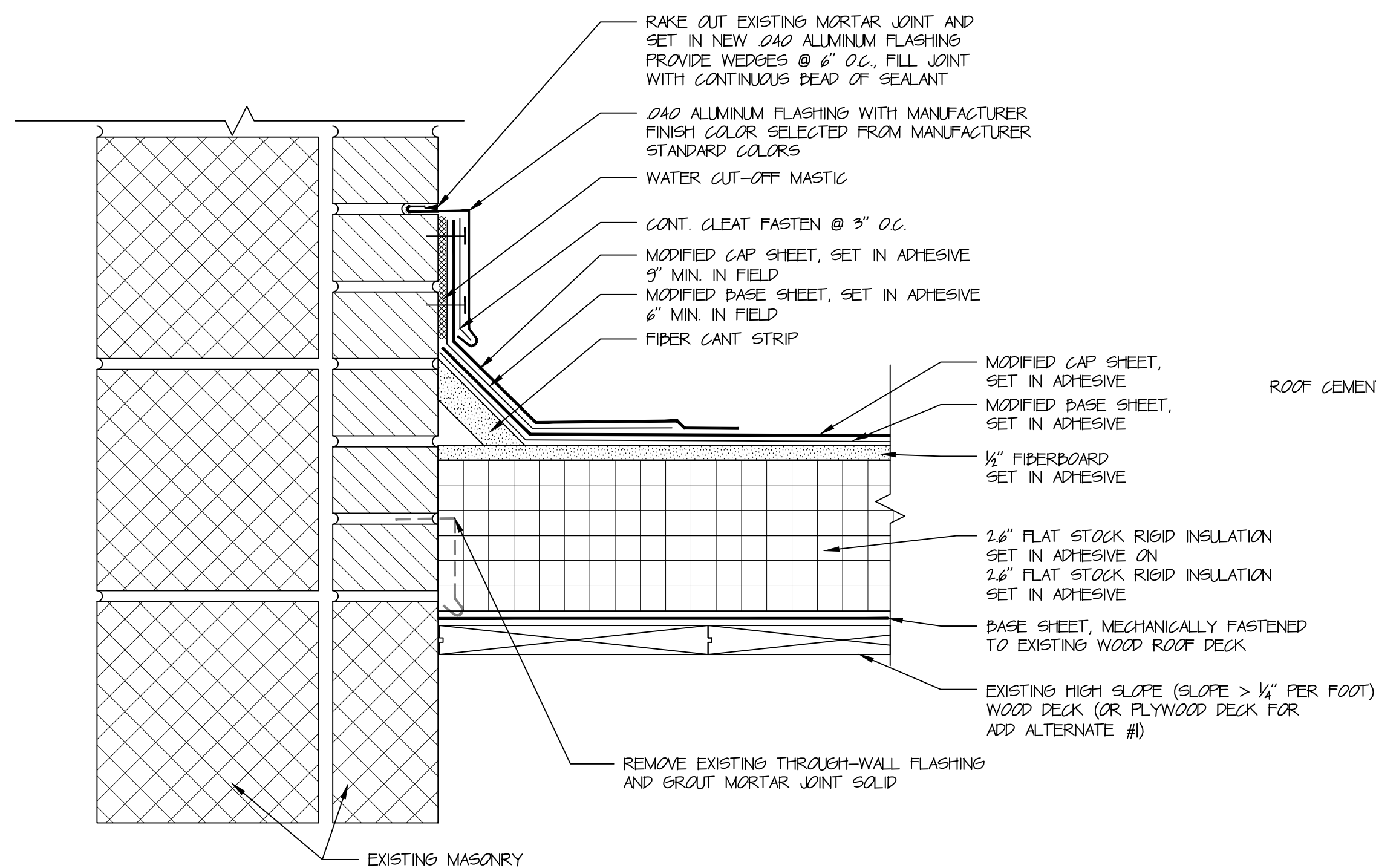
5" = 1'-0"



ROOF DRAIN

2

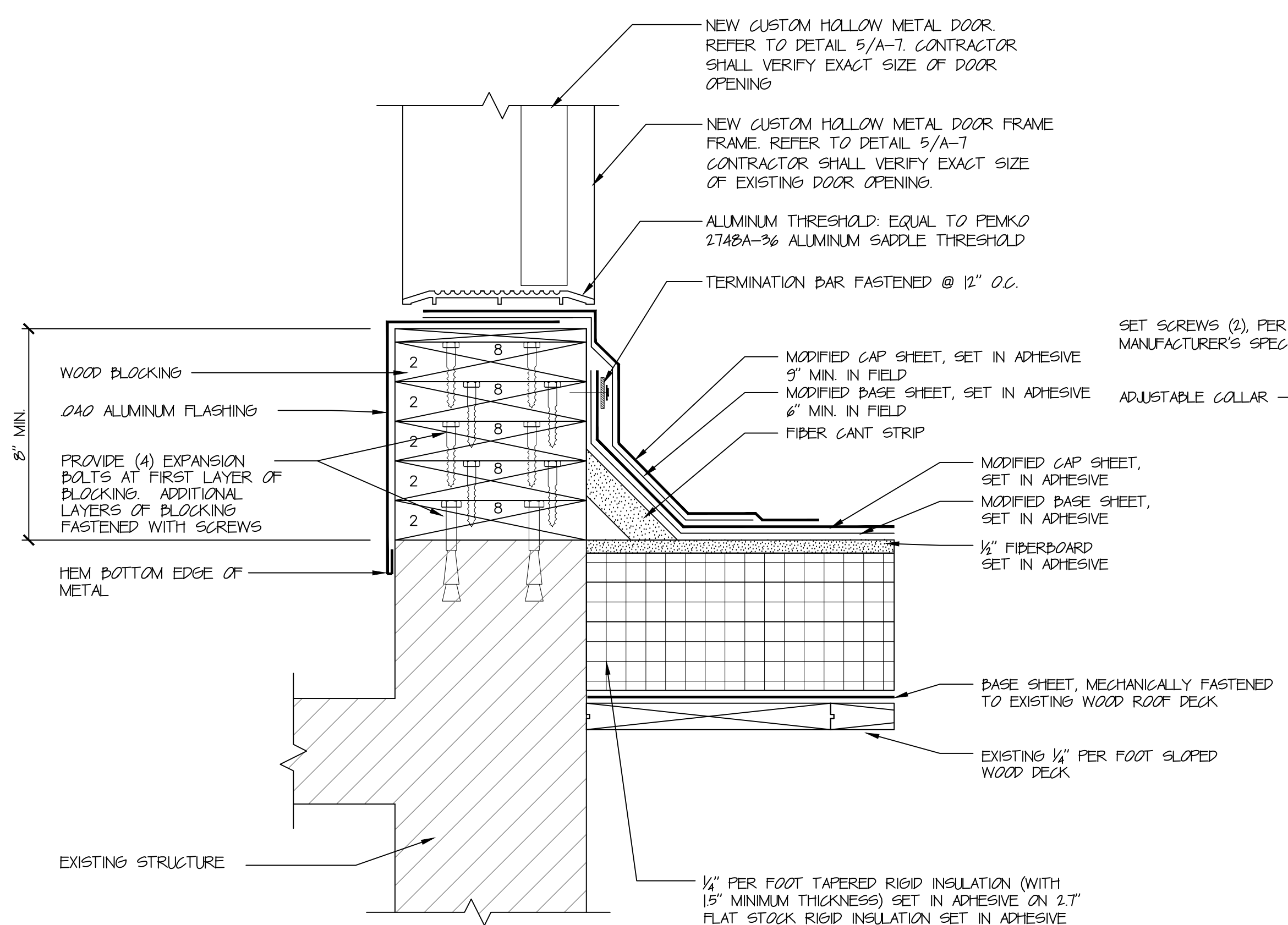
5" = 1'-0"



REGLET DETAIL

5

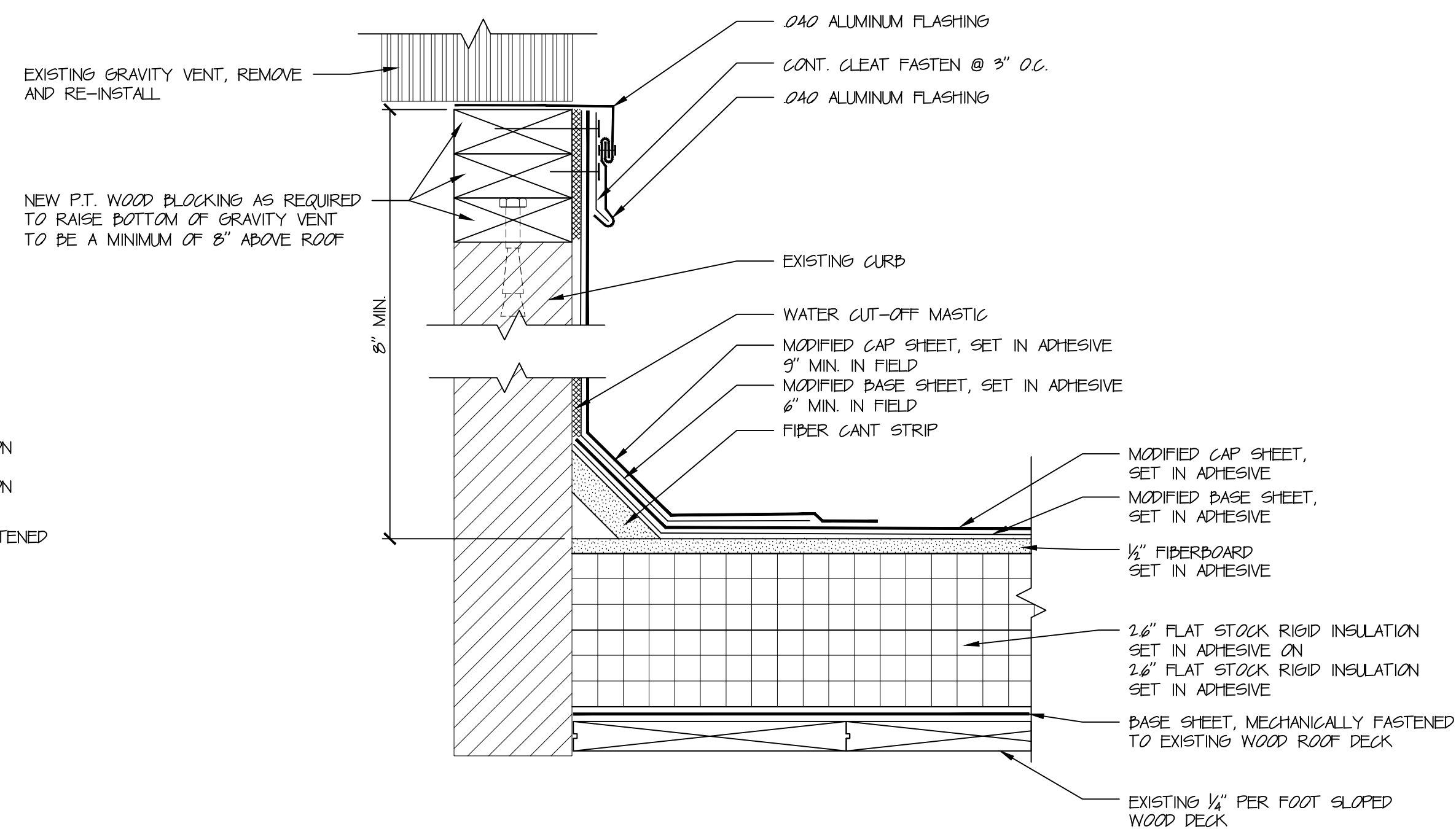
5" = 1'-0"



DOOR THRESHOLD

8

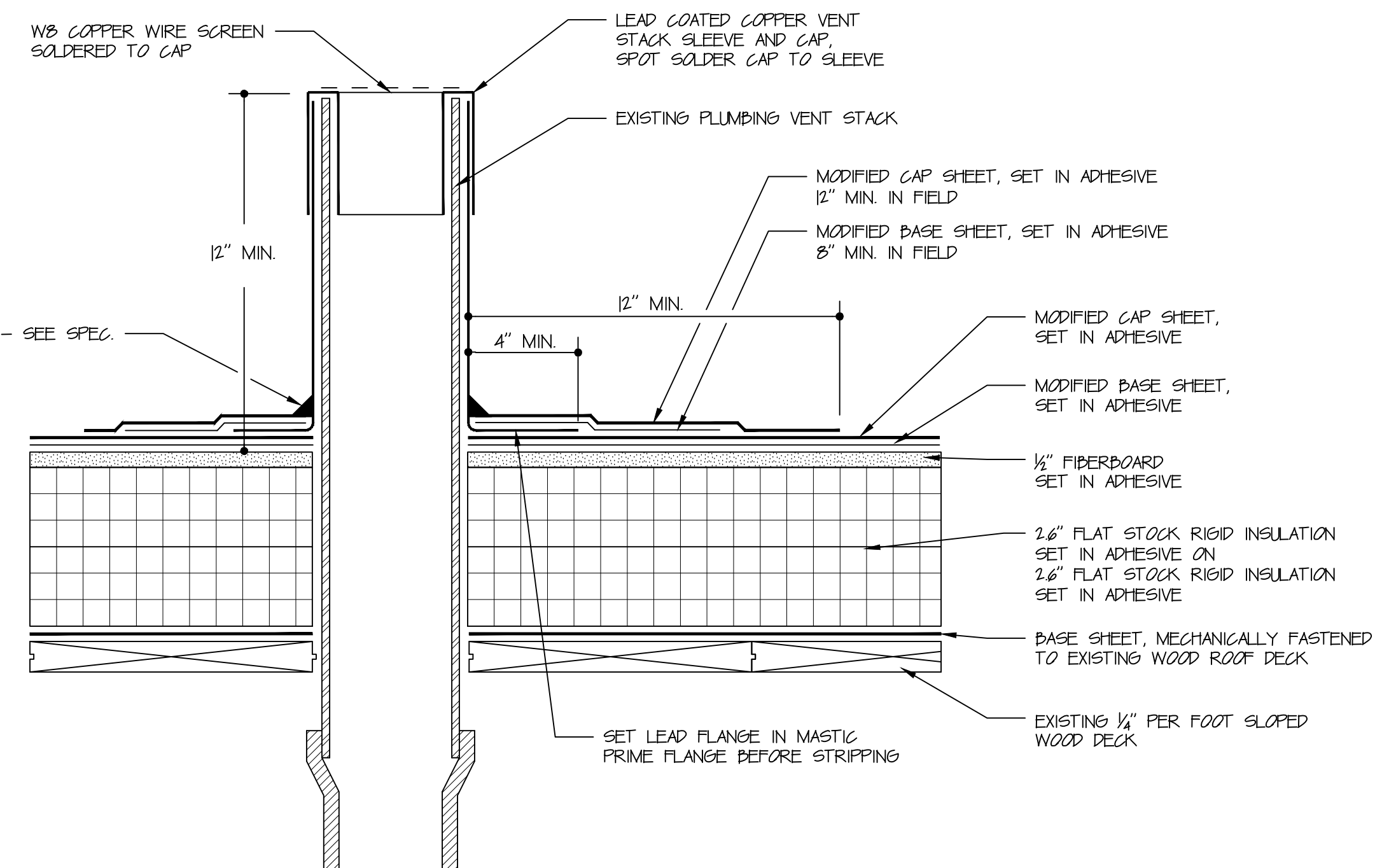
5" = 1'-0"



FLASHING AT LARGE GRAVITY VENT

3

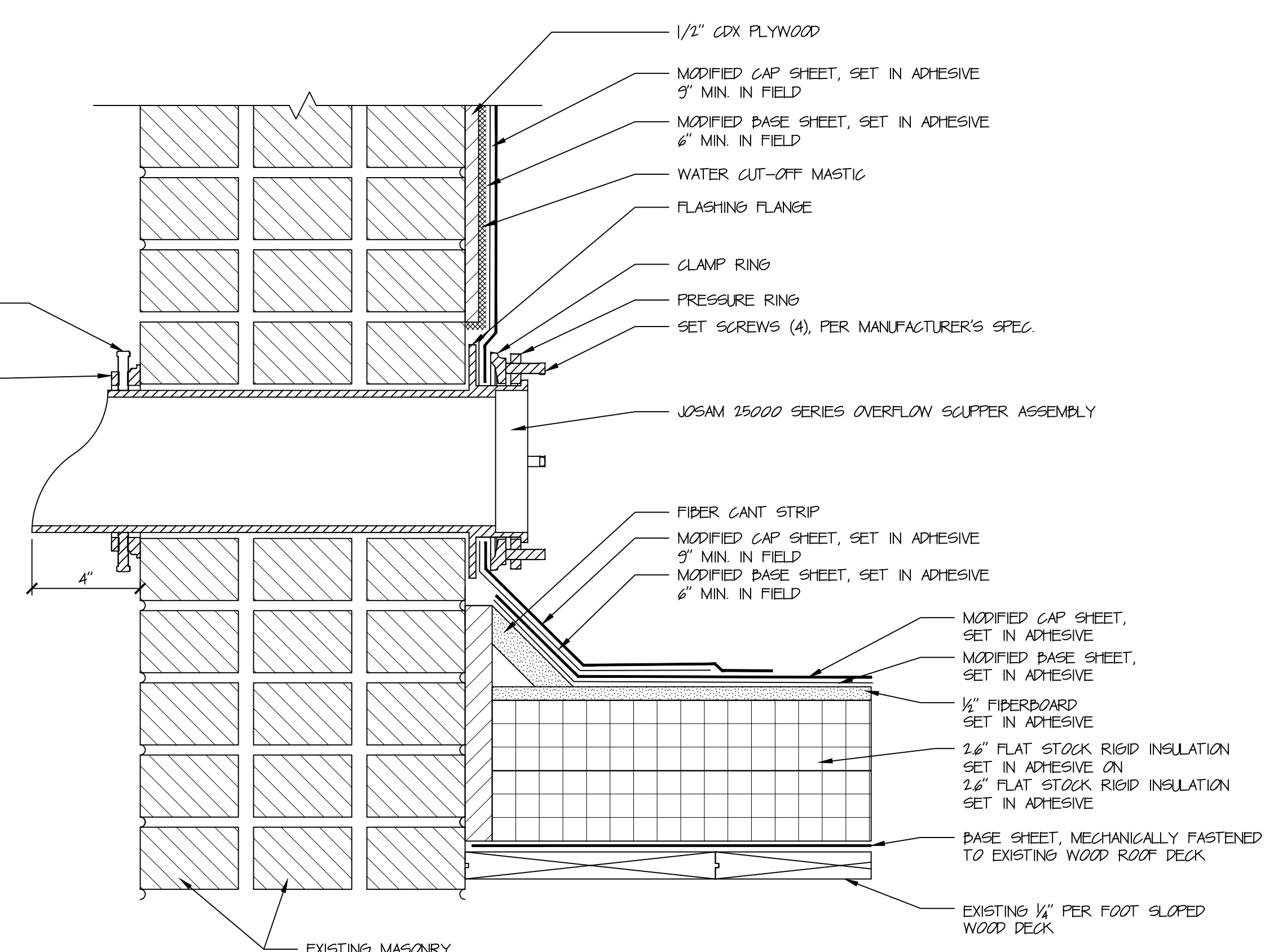
5" = 1'-0"



PLUMBING VENT

6

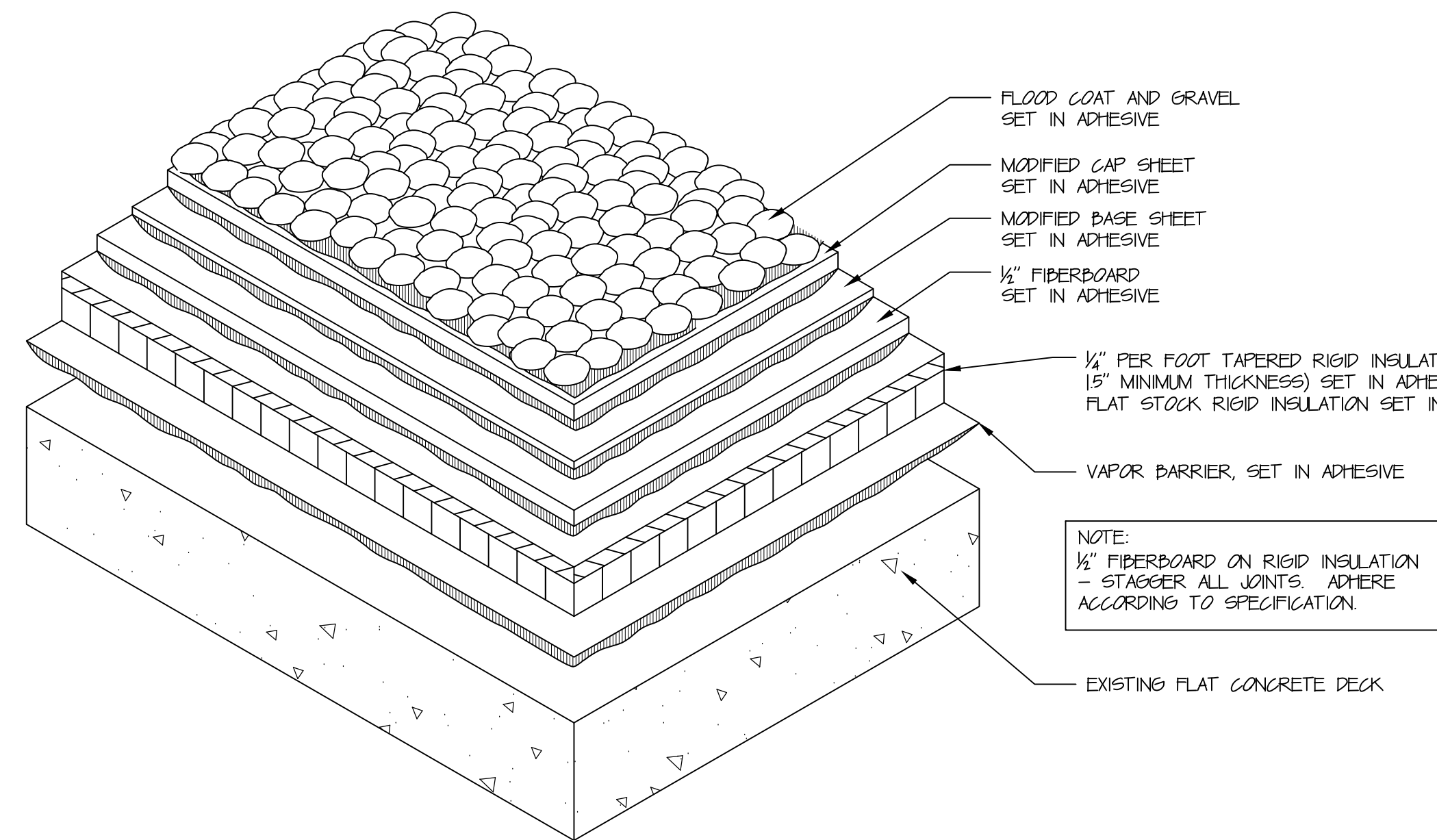
5" = 1'-0"



THROUGH-WALL OVERFLOW
SCUPPER AT PARAPET

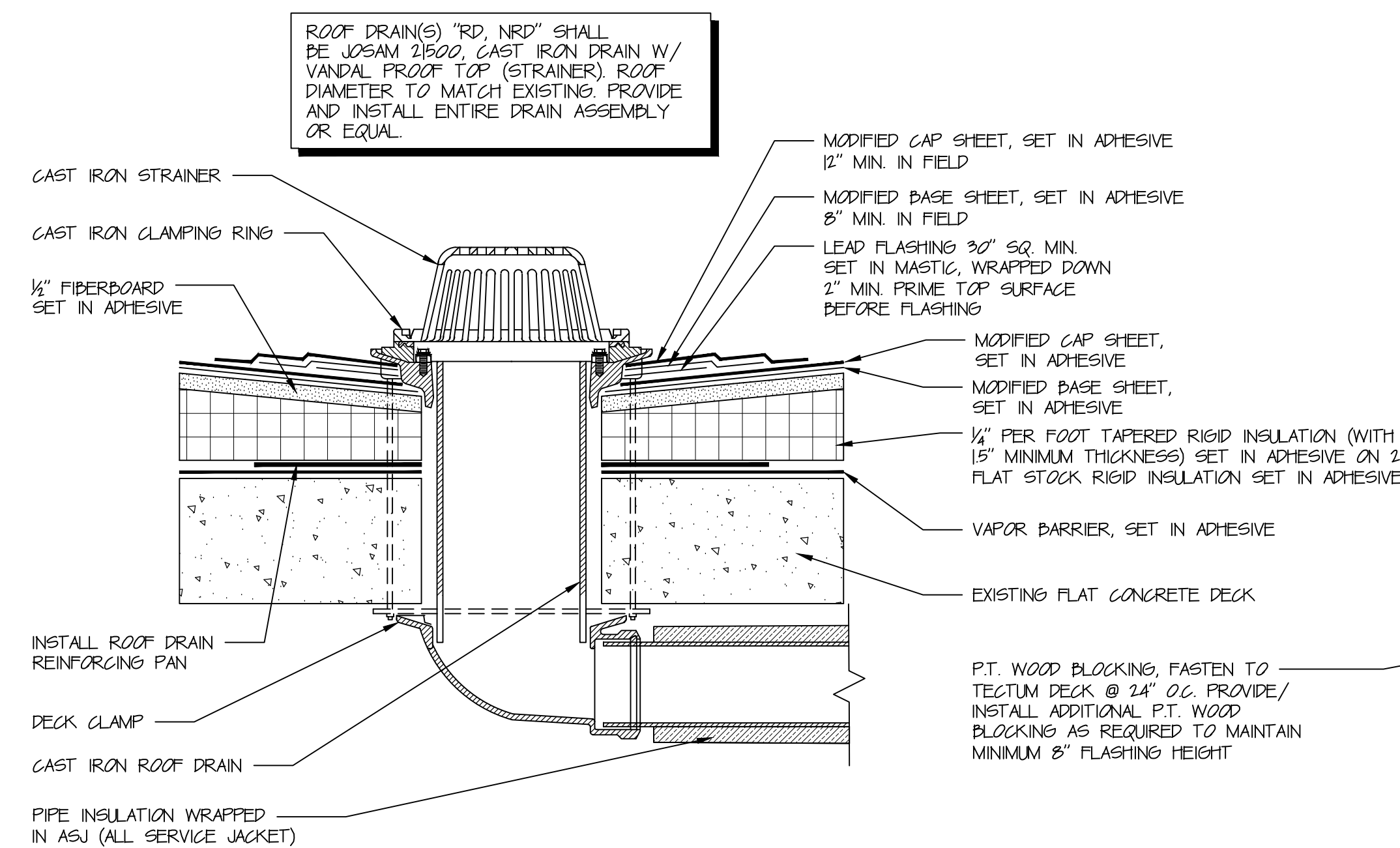
9

5" = 1'-0"



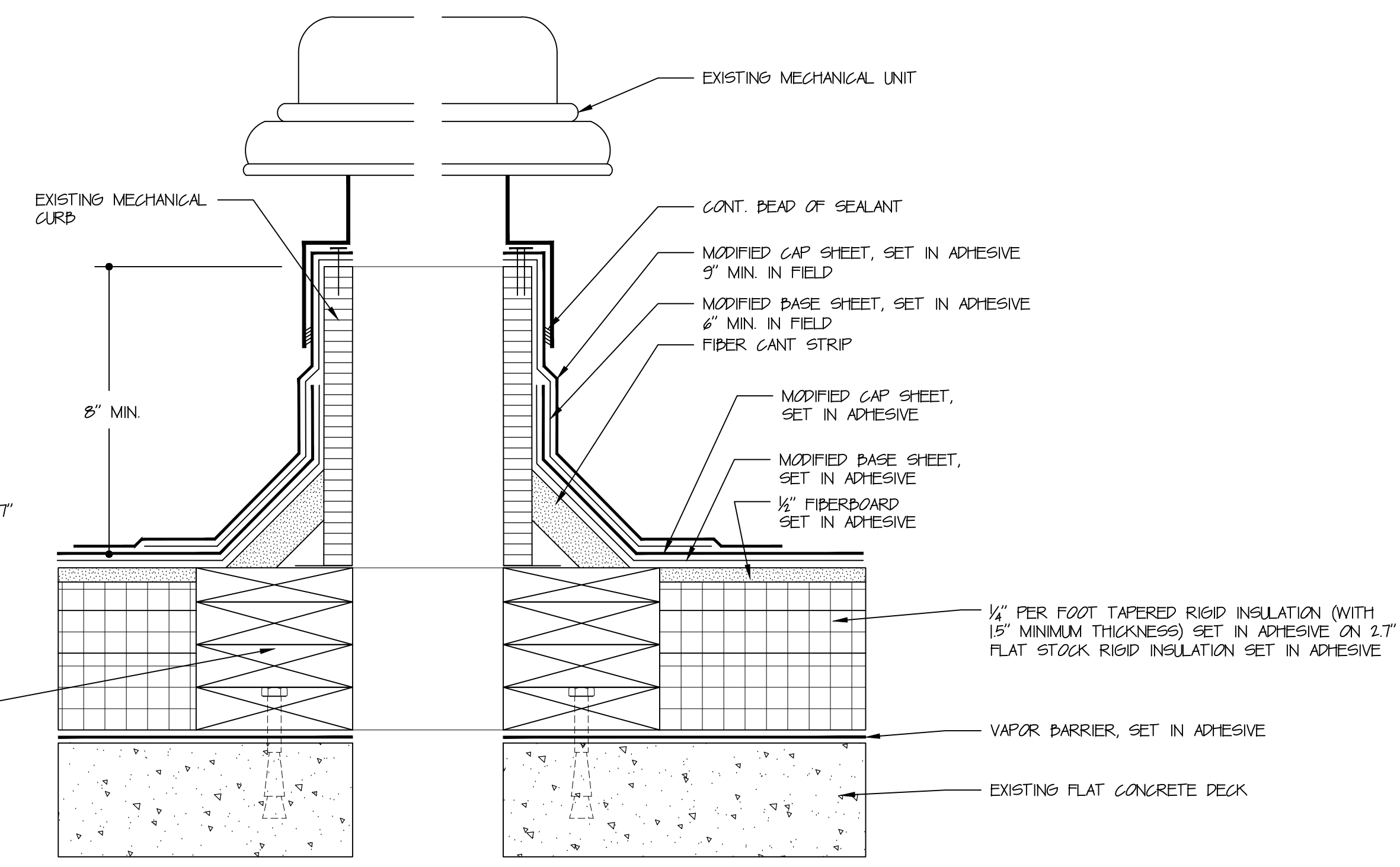
TYPICAL 2 PLY SECTION ON
FLAT CONCRETE DECK

1
NTS



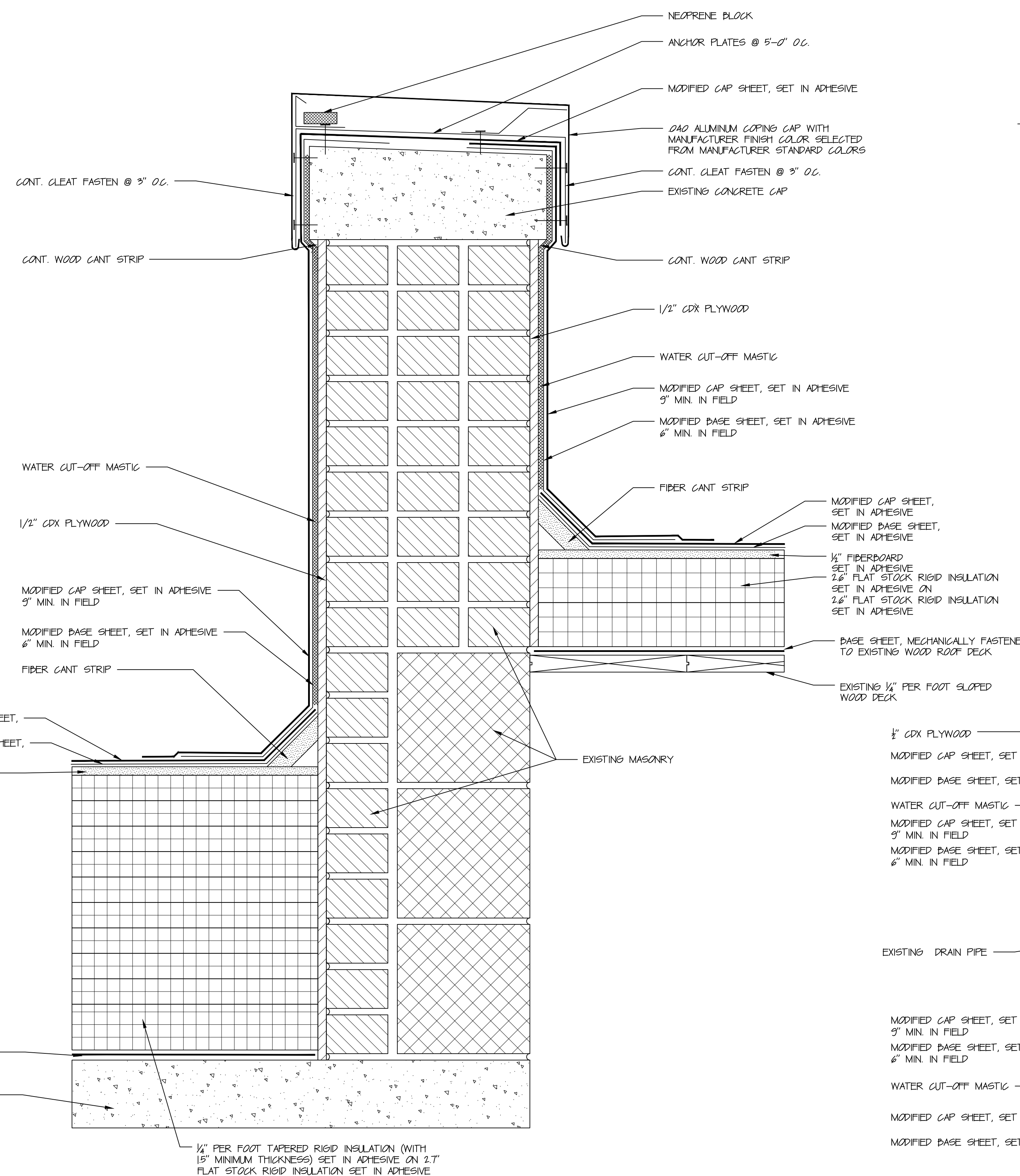
ROOF DRAIN

2
3" = 1'-0"



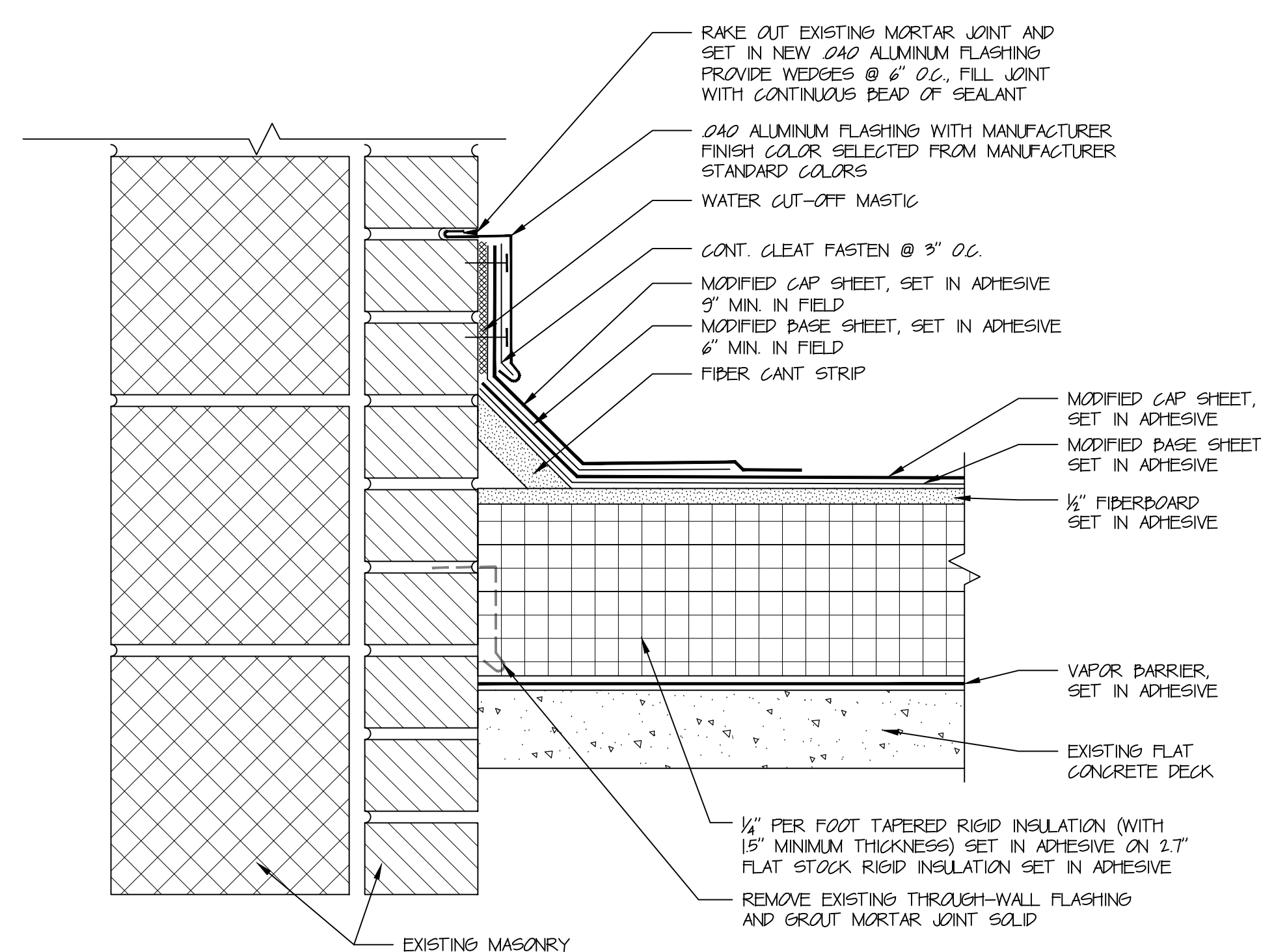
MECHANICAL CURB

3
3" = 1'-0"



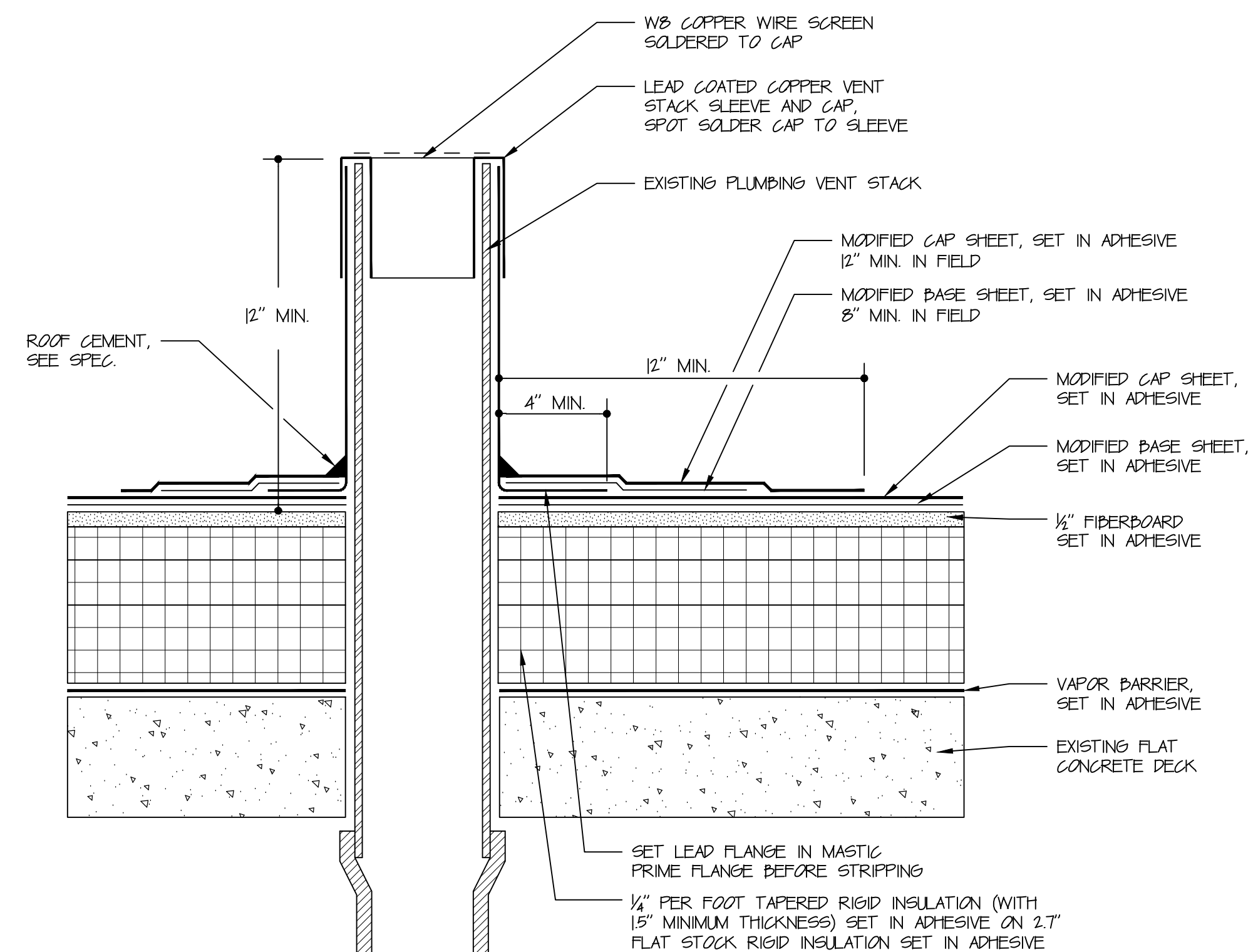
PARAPET COPING CAP

4
3" = 1'-0"



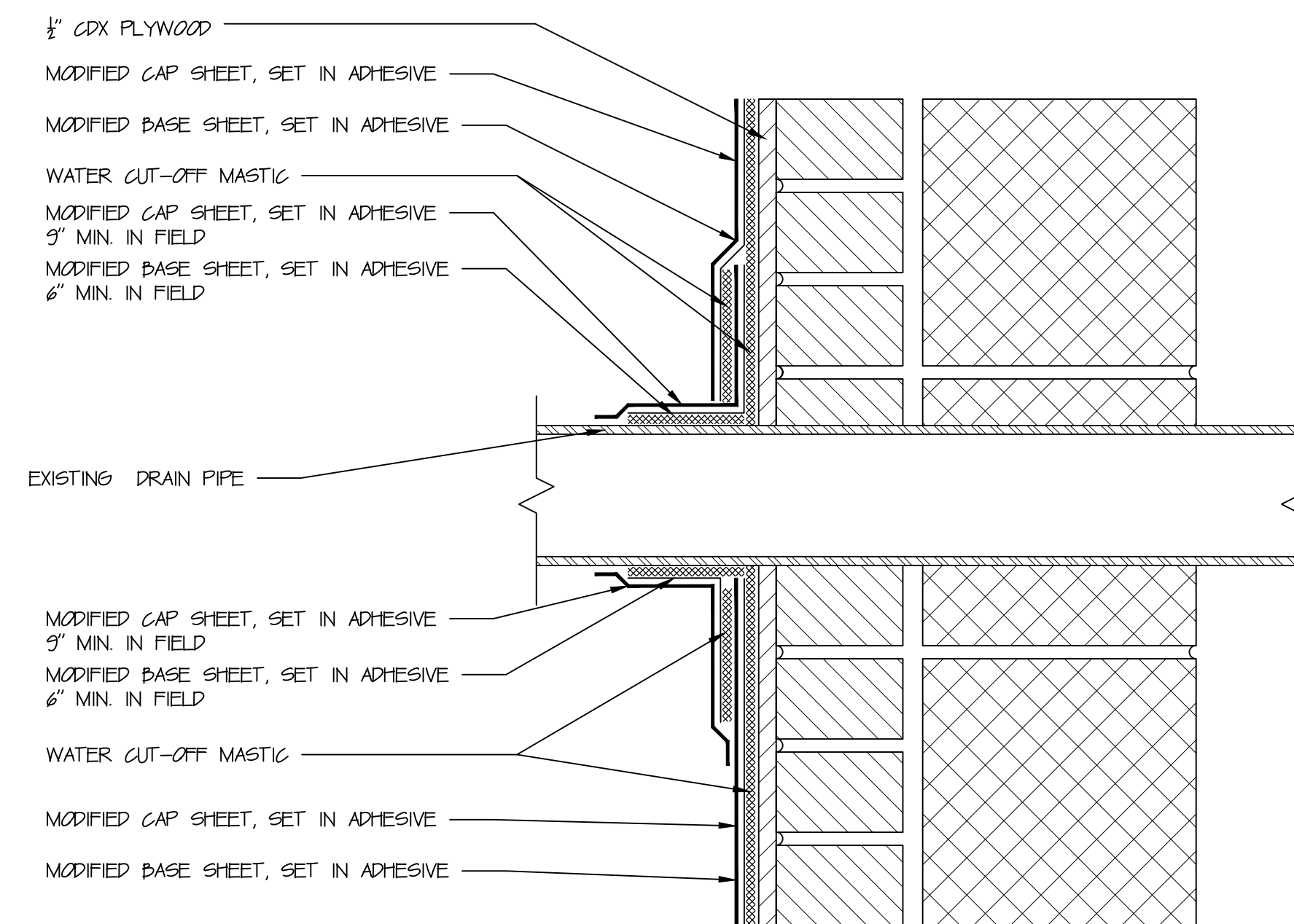
REGLET DETAIL

5
3" = 1'-0"



PLUMBING VENT

6
3" = 1'-0"



WALL PIPE PENETRATION DETAIL

5
3" = 1'-0"

ROOF REPLACEMENT AT
GENERAL ELEMENTARY SCHOOL
3196 EAST MAIN STREET
WATERBURY, CT

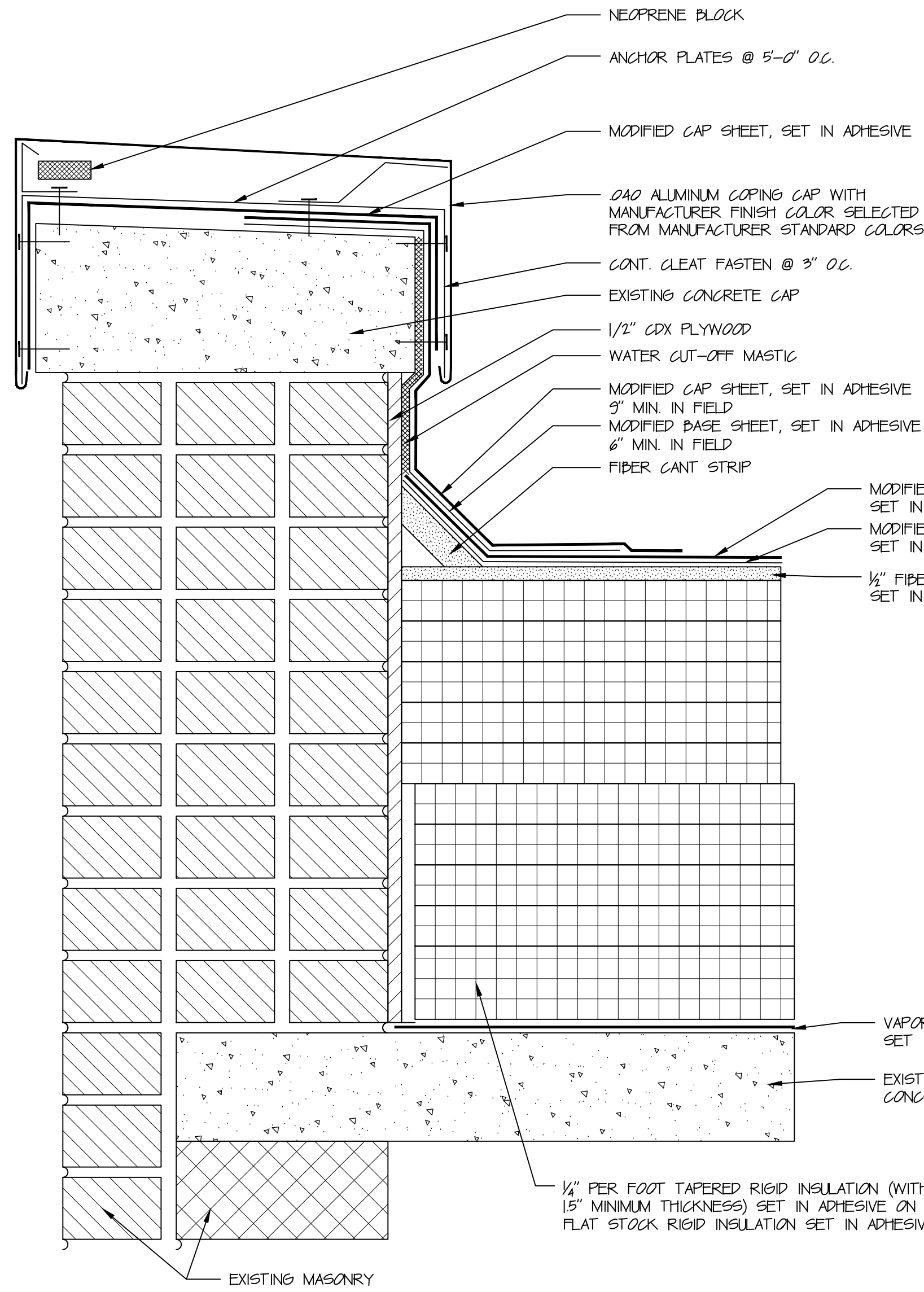
HRA
HIBBARD & ROSA
ARCHITECTS, LLC
100 RIVERVIEW CENTER
SUITE 212
MIDDLETOWN, CT
PHONE: (860) 346-1303
EMAIL: hro@hrrabz

ROOF DETAILS

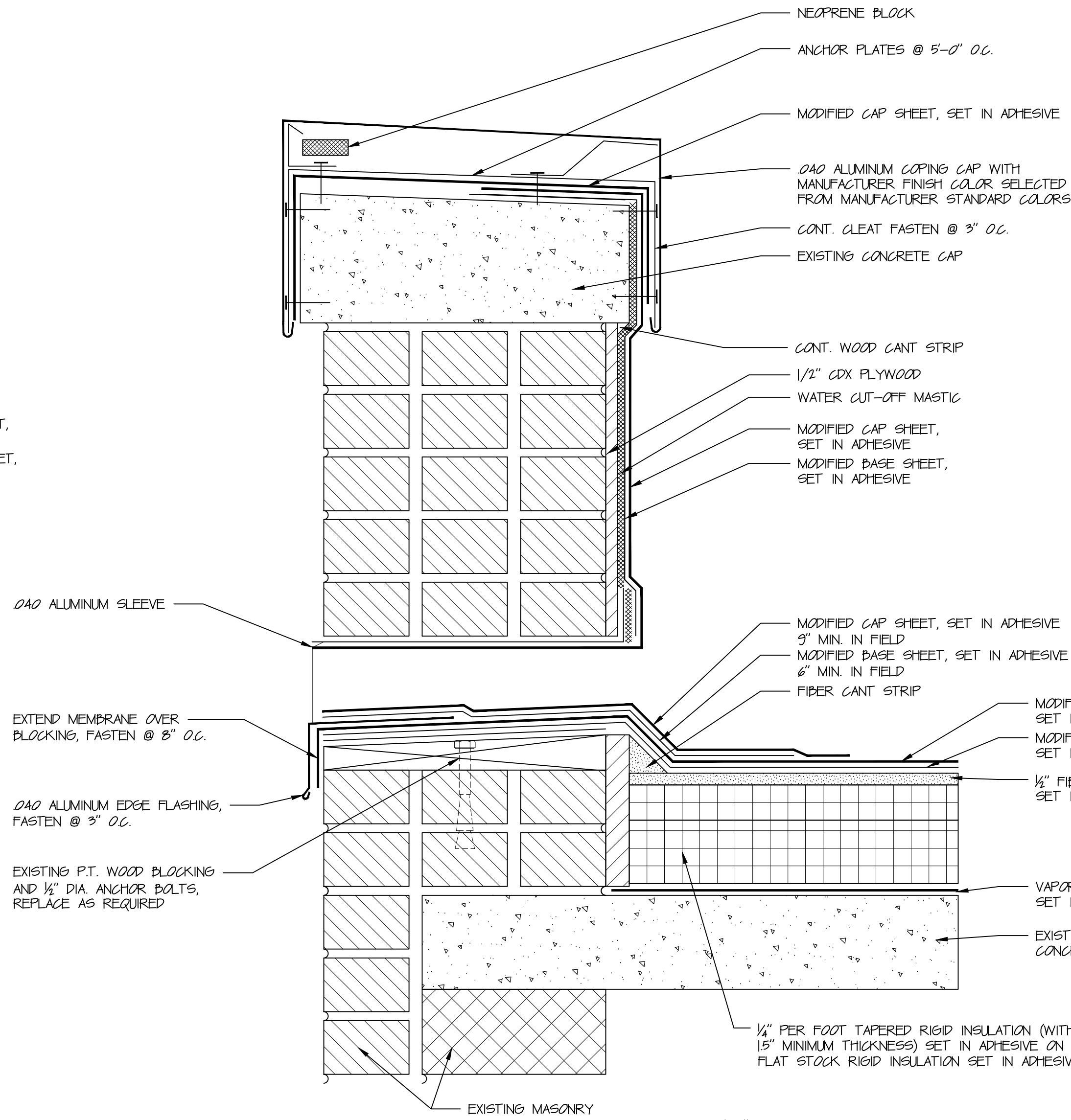
DATE: 06-30-2010
REVISED:
PROJ. # 151-0706 RR
COM. # 2010-11
SCALE: 3" = 1'-0"

A-6

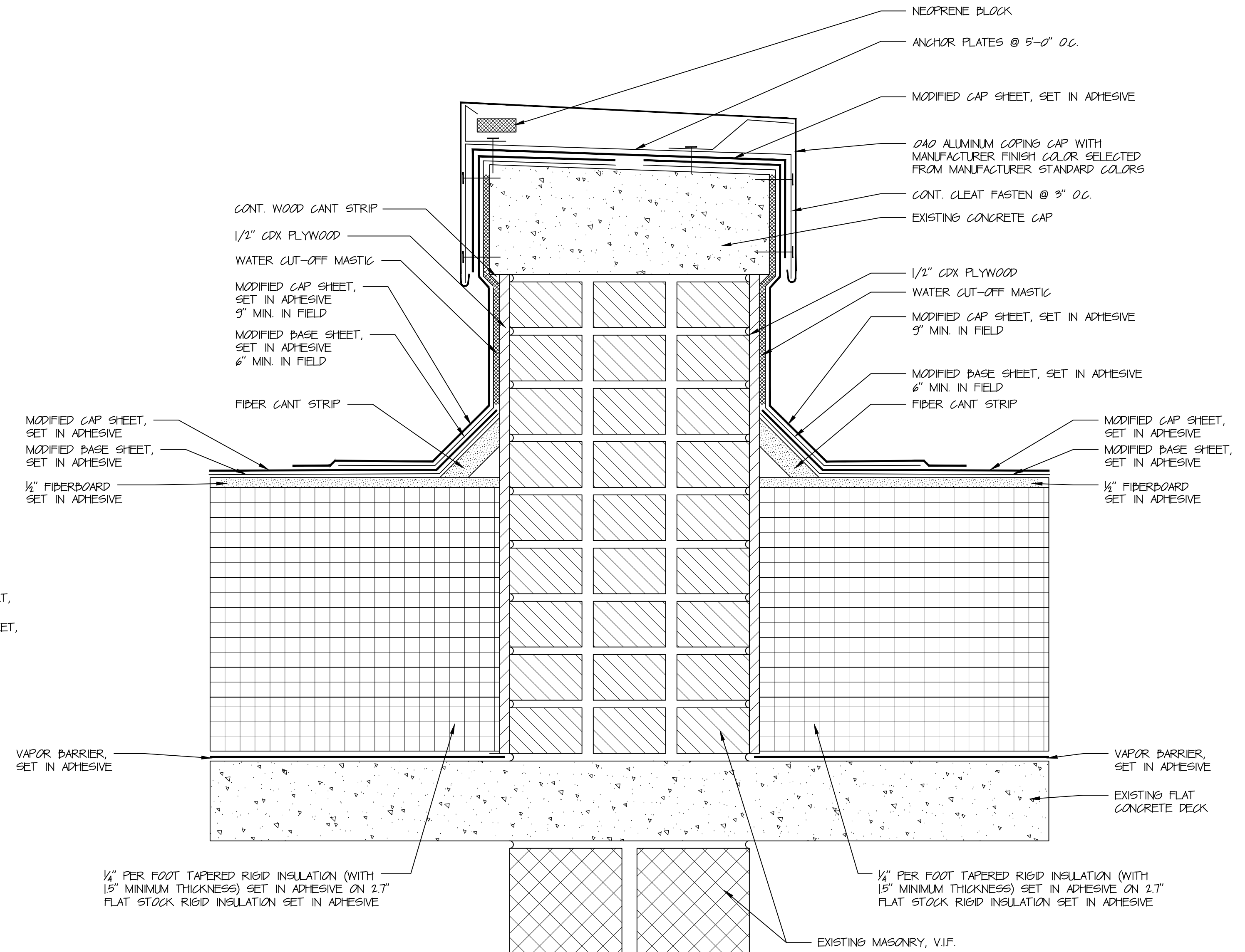
SHEET



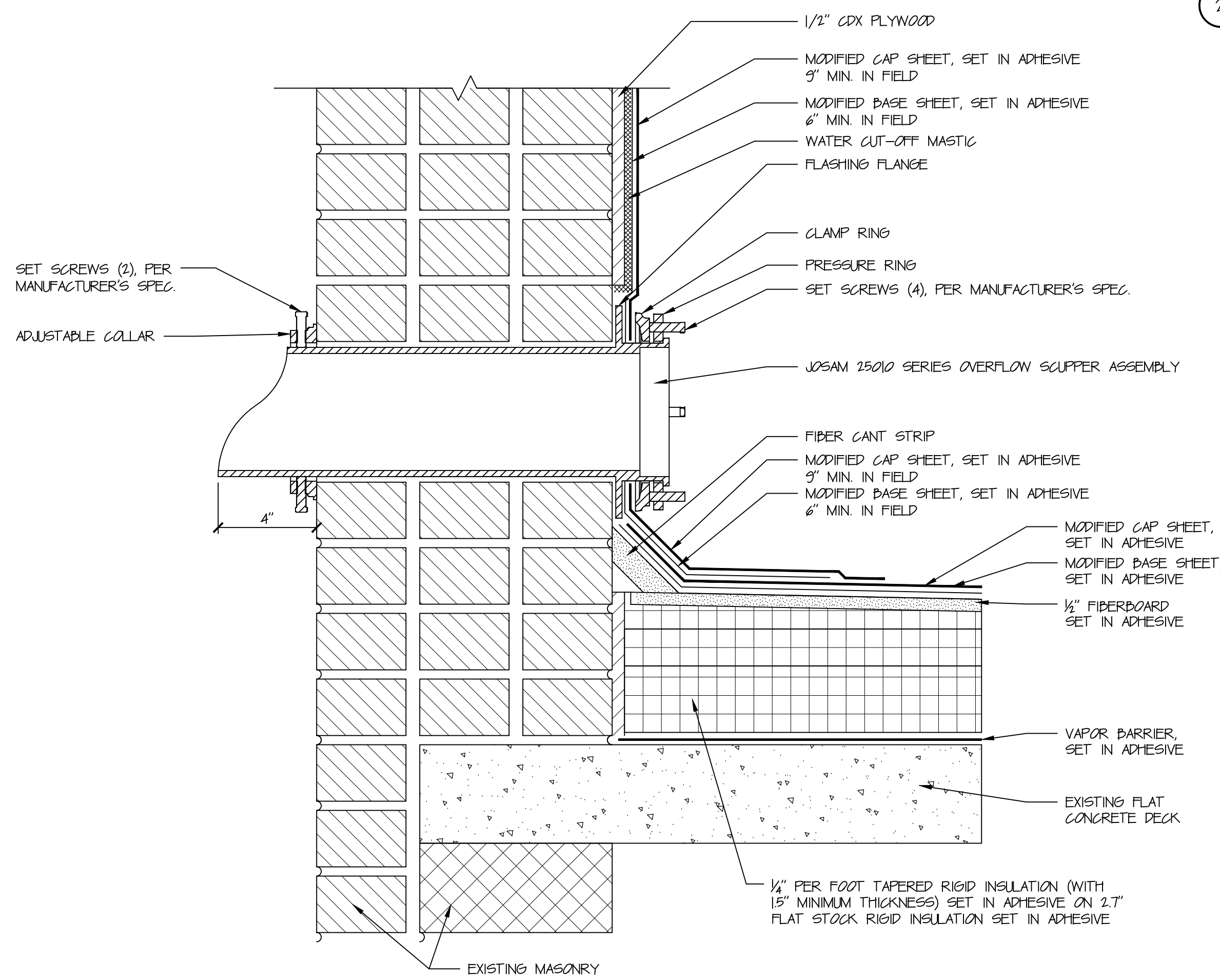
1 PARAPET COPING CAP
3" = 1'-0"



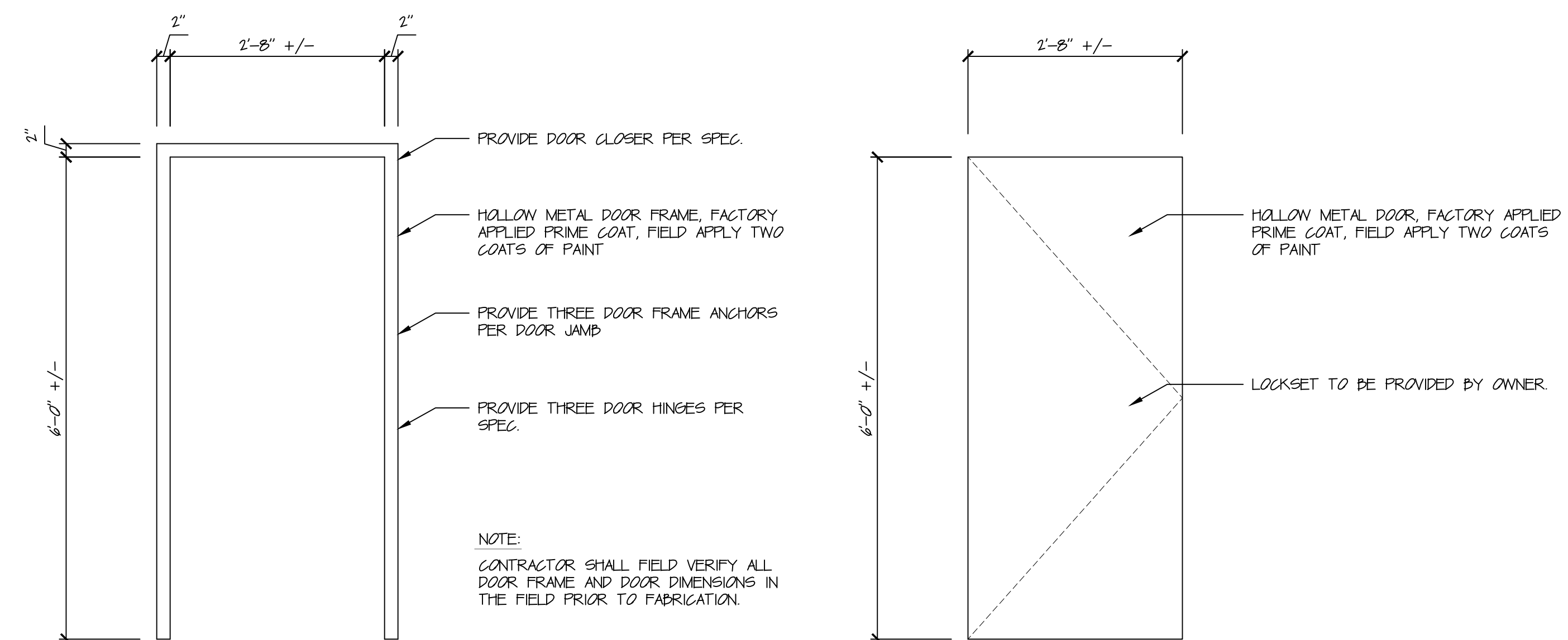
SECTION
ELEVATION
2 OVERFLOW THROUGH-WALL SCUPPER
3" = 1'-0"



3 PARAPET COPING CAP
3" = 1'-0"



4 THROUGH-WALL OVERFLOW SCUPPER AT PARAPET
3" = 1'-0"



5 DOOR FRAME AND ELEVATION
3/4" = 1'-0"

Building Rates

County	Town	Classification	Hourly Rate	Hourly Benefit
New Haven	Waterbury	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**		
New Haven	Waterbury	1c) Asbestos Worker/Heat and Frost Insulator	\$43.72	30.99
New Haven	Waterbury	2) Boilermaker	\$38.34	26.01
New Haven	Waterbury	3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	\$36.18	34.59 + a

As of: July 1, 2021

Building Rates

County	Town	Classification	Hourly Rate	Hourly Benefit
New Haven	Waterbury	3b) Tile Setter	\$34.90	25.87
New Haven	Waterbury	3c) Terrazzo Mechanics and Marble Setters	\$31.69	22.35
New Haven	Waterbury	3d) Tile, Marble & Terrazzo Finishers	\$26.70	21.75
New Haven	Waterbury	3e) Plasterer	\$33.48	32.06
New Haven	Waterbury	-----LABORERS-----		
New Haven	Waterbury	4) Group 1: Laborers (common or general), acetylene burners, concrete specialists, wrecking laborers, fire watchers.	\$31.50	23.25
New Haven	Waterbury	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
New Haven	Waterbury	4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	\$32.00	23.25
New Haven	Waterbury	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.	\$32.50	23.25
New Haven	Waterbury	4d) Group 5: Air track operator, sand blaster and hydraulic drills.	\$32.25	23.25
New Haven	Waterbury	4e) Group 6: Blasters, nuclear and toxic waste removal.	\$34.50	23.25
New Haven	Waterbury	4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	\$32.50	23.25
New Haven	Waterbury	4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	\$29.78	23.25
New Haven	Waterbury	4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	\$29.24	23.25
New Haven	Waterbury	4i) Group 10: Traffic Control Signalman	\$18.00	23.25
New Haven	Waterbury	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
New Haven	Waterbury	5a) Millwrights	\$35.64	26.49

As of: July 1, 2021

Building Rates

County	Town	Classification	Hourly Rate	Hourly Benefit
New Haven	Waterbury	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)	\$40.40	30.07+3% of gross wage
New Haven	Waterbury	7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	\$56.96	35.825+a+b
New Haven	Waterbury	-----LINE CONSTRUCTION-----		
New Haven	Waterbury	Groundman	\$26.50	6.5% + 9.00
New Haven	Waterbury	Linemen/Cable Splicer	\$48.19	6.5% + 22.00
New Haven	Waterbury	8) Glazier (Trade License required: FG-1,2)	\$39.98	22.90 + a
New Haven	Waterbury	9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	\$38.17	38.02 + a
New Haven	Waterbury	----OPERATORS----		
New Haven	Waterbury	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
New Haven	Waterbury	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
New Haven	Waterbury	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
New Haven	Waterbury	Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	\$42.30	25.80 + a
New Haven	Waterbury	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
New Haven	Waterbury	Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	\$41.65	25.80 + a
New Haven	Waterbury	Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	\$41.31	25.80 + a

As of: July 1, 2021

Building Rates

County	Town	Classification	Hourly Rate	Hourly Benefit
New Haven	Waterbury	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
New Haven	Waterbury	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
New Haven	Waterbury	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
New Haven	Waterbury	Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	\$37.81	25.80 + a
New Haven	Waterbury	Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	\$37.81	25.80 + a
New Haven	Waterbury	Group 12: Wellpoint operator.	\$37.74	25.80 + a
New Haven	Waterbury	Group 13: Compressor battery operator.	\$37.11	25.80 + a
New Haven	Waterbury	Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	\$35.87	25.80 + a
New Haven	Waterbury	Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	\$35.43	25.80 + a
New Haven	Waterbury	Group 16: Maintenance Engineer/Oiler.	\$34.72	25.80 + a
New Haven	Waterbury	Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	\$39.42	25.80 + a
New Haven	Waterbury	Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	\$36.77	25.80 + a
New Haven	Waterbury	-----PAINTERS (Including Drywall Finishing)-----		
New Haven	Waterbury	10a) Brush and Roller	\$36.42	22.90
New Haven	Waterbury	10b) Taping Only/Drywall Finishing	\$37.17	22.90
New Haven	Waterbury	10c) Paperhanger and Red Label	\$36.92	22.90
New Haven	Waterbury	10e) Blast and Spray	\$39.42	22.90
New Haven	Waterbury	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
New Haven	Waterbury	12) Well Digger, Pile Testing Machine	\$37.26	24.05 + a

As of: July 1, 2021

Building Rates

County	Town	Classification	Hourly Rate	Hourly Benefit
New Haven	Waterbury	Roofer: Cole Tar Pitch	\$43.00	20.05 + a
New Haven	Waterbury	Roofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	\$41.50	20.05 + a
New Haven	Waterbury	15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	\$40.08	41.26
New Haven	Waterbury	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
New Haven	Waterbury	-----TRUCK DRIVERS-----		
New Haven	Waterbury	17a) 2 Axle	\$30.16	27.16 + a
New Haven	Waterbury	17b) 3 Axle, 2 Axle Ready Mix	\$30.27	27.16 + a
New Haven	Waterbury	17c) 3 Axle Ready Mix	\$30.33	27.16 + a
New Haven	Waterbury	17d) 4 Axle, Heavy Duty Trailer up to 40 tons	\$30.39	27.16 + a
New Haven	Waterbury	17e) 4 Axle Ready Mix	\$30.44	27.16 + a
New Haven	Waterbury	17f) Heavy Duty Trailer (40 Tons and Over)	\$30.66	27.16 + a
New Haven	Waterbury	17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	\$30.44	27.16 + a
New Haven	Waterbury	18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	\$47.55	26.60 + a
New Haven	Waterbury	19) Theatrical Stage Journeyman	\$25.76	7.34

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.1

November 18, 2021

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following athletic appointments:

Hill, Jalen – WHS Assistant Football, effective 08/16/21.

Levasseur, Armand – KHS Head Boys Basketball Coach, effective 12/02/21.

Ouellette, Heidi – WHS Head Girls Basketball Coach, effective 11/29/21.

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.2

November 18, 2021

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following grant funded appointments:

<u>Name</u>	<u>Position/Location</u>	<u>FT/PT Rate</u>	<u>Union</u>	<u>Funding</u>	<u>Effective</u>
Barriera Madera, Deisha	Crisis Interv. Team Youth Clinician/State Street	PT \$35/hr	NonBOE	ESSR Grant	10/18/21
Bridgemahon, Desrine	Computer Technician Children's Comm. School	PT \$13.00/hr	Non	Title I Part A 21-23	10/14/21
Carosello, Jennifer	Tutor Carrington	PT \$25/hr	Non BOE	Title I Part A 20-22	11/01/21
Castillo-Rios, Natalia	Tutor Hopeville	PT \$25.00/hr	Non	Title I Part A 21-23	10/14/21
Ellison, Effrin	Hall Monitor Enlightenment	PT \$91/day	Non BOE	Priority 21-22	11/04/21
Ezekiel, Ashley	Prevention Specialist/Wallace	FT \$18.14/hr	Non BOE	Priority 21-22	11/04/21
Filpo, Rampsey	Classroom Assistant Maloney	PT \$13.00/hr	UPSEU68	Operating Grant 21-22	10/14/21
Green, Johnny	Behavior Counselor Crosby	FT \$23/hr	Non BOE	Title I Part A 21-23	11/04/21
Hacket, Brian	Custodian/Security Aide/Adult Educ.	PT \$15.54/hr	Non BOE	Adult Ed 20-21	11/15/21
Lopez, Xylia	Crisis Interv. Team Youth Clinician/State Street	PT \$35/hr	Non BOE	ESSR Grant	10/18/21
Michelis, Maria (Belen)	Director of Communications	FT \$95,000/yr	APPT/Elect	Title I Part A 21-23	10/18/21
Monteiro, Sandra	Classroom Assistant Maloney	PT \$13.00/hr	UPSEU68	Operating Grant 21-22	10/14/21
Nagle, Sandra	Tutor/Kingsbury	PT \$33/hr	Non BOE	Title I Part A 20-22	11/04/21
Saddique, Muhammad	Security Guard Adult Education	PT \$20/hr	Non BOE	Adult Ed 20-21	11/04/21
Sheps, Ronald	Tutor Yeshiva K'Tana	PT \$25/hr	Non BOE	Title I Part A 20-22	11/04/21

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.3

November 18, 2021

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following 21st Century and SDE After School Program appointments:

Bunker Hill	21st Century Grant	Carrington	21st Century Grant
Site Administrator	Gwiazdoski, Andrew	Site Administrator	Thompson, Melissa
Teacher	Davino, Melissa	Site Admin. (backup)	Renna, Karen
Teacher	Marquez, Chakira	Teacher	Calabro, Marissa
Teacher	Cruess, Steven	Teacher	Gagnon, Jos
Duggan	21st Century Grant	Teacher	Doolan, Heidi
Site Administrator	DiGiovanni, Melissa	Sub	Carosella, Stephen
Site Administrator	Ferrare, Patricia	Sub	Schultz, Olivia
Site Administrator	Salemme, Cassandra	Gilmartin	21st Century Grant
Site Administrator	Fidanza, Carla	Site Administrator	Brown, Heather
Teacher	Donahue, Rachel	Teacher	Meaney, Tricia
Teacher	Files, Cara	PE Teacher	Santos, Rosalina
Teacher	Finkenzeller, Frances	Reed	21st Century Grant
Sub	Ferrare, Patricia	Site Administrator	Grant, Nataine
Sub	Lucian, Dave	Site Administrator	Evans-Foster, Shernett
Sub	Peters, Courtney	Teacher	Geffken, Melissa
Sub	Brown, Charlene	Teacher	Torres, Lianne
Sub	Perrucci, Joseph	Teacher	Bleau, Lisa
Rec Specialist	St Pierre, Theodora	Sub	Santos, Rosalina
Regan	21st Century Grant	PE Teacher	Santos, Rosalina
Site Administrator	Razza, Angela	Acad. Academy/WMS	21st Century Grant
Site Admin. Backup	Sullivan, Mariannina	Site Administrator	McCarthy, Patricia
Teacher	Chiucarello, Lindsay	Teacher	Abuhamed, Hoda
Teacher	Masse Schmied, Christine	Teacher	Farley, Amanda
Teacher	Sullivan, Mariannina	Teacher	Hill, Elaine
Teacher	Scarborough, Tracy	Teacher	Minton, Anna
Sub	Welch, Alexander	Teacher	Poveda, Carlos
Sub	Anulewicz, Allison	Teacher	Zareck, Corrin

WSMS	21st Century Grant	Hopeville	SDE Grant
Site Administrator	Tolman, James	Site Administrator	Lanza, Erika
Site Admin. (Sub)	Belcher, Donajean	Site Administrator	Azar Billini, Maria Alicia
Teacher	Oliveira, Gustavo	Teacher	Azar Billini, Maria Alicia
Teacher	Rodriguez, Alberto	Teacher	Mancini, Mark
Teacher	Scurso, Laurie	Teacher	Mastrianni, Jason
Sub	Patnaude, Nicholas	Teacher	Paternostro, Gina
Rec Specialist	Torres, Andrea	NEMS	SDE Grant
Kingsbury	SDE Grant	Site Administrator	Rosa, Jennifer
Site Administrator	Bisaillon, Bret	Site Administrator	Terenzi, Adriana
Teacher	Adams, Arielle	Teacher	Albert, Kristen
Teacher	Muratori, Katie	Teacher	Feliz, Ashley
Teacher	Radzimirski, Abigail	Teacher	Guerrera, Rocco
Teacher	Larkin, Brian	Teacher	Munoz, Kelly
Sub	Lombardo, Kiley	Teacher	Poulin, Gina
WMS	SDE Grant	Teacher	Colgan, Mary
Site Administrator	Pesce, Marguerite	Sub	Frank, Elizabeth
Teacher	Bunko, Katherine	Sub	Poulter, Kara
Teacher	Davitt-Wells, Robin	PE Teacher	Colgan, Mary
Teacher	McCorry, Kelly	Washington	SDE Grant
Teacher	Mucciacciaro, Kathryn	Site Administrator	Ramirez, Inez
Teacher	Terenzi, Timothy	Site Admin. (backup)	Gomez, Bridgette
Sub	Geffken, Melissa	Teacher	Corbo, Cherie
Wilson	SDE Grant	Teacher	Homewood, Gregory
Site Administrator	Rosser, Jennifer	Teacher	Langan, Colleen
Teacher	Feest, Katie	Teacher	Lenzen, Jennifer
Teacher	Donahue, Jamie	Sub	Byron, Emily
Teacher	Katrenya, Wesley		
Sub	Jusino, Jillian		

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.4

November 18, 2021

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:

School	Last name	First Name	Assignment
Bucks Hill	Jimenez	Maria	Administrator
	Dunn	Brittany	Administrator
	Rivera	Mirta	Teacher
	Robalino	Alexandra	Teacher
	Heckman	Stephanie	Teacher
	Rendon	Miguel	Teacher
	Lurbin	Zuchinga	Paraprofessional
	Arroyo	Maria	Paraprofessional
Bunker Hill	Leyhow	Linda	Administrator
	Virdee	Robin	Substitute Administrator
	Gwiazdoski	Andrew	Lead Teacher/Coordinator
	Mahan	Eileen	Teacher
	Barbieri	Amber	Teacher
	Laurent	Janine	Teacher
	Westville	Jennifer	SEL
	Rivera	Gio	Secretary
Carrington	Renna	Karen	Administrator
	Gwiazdoski	Kristen	Administrator
	Russo	Christopher	Teacher
	Scott	Evelyn	Teacher
	Canfield	Kelley	Paraprofessional
	Caraello	Jennifer	Tutor
Chase	Eldridge	Lori	Administrator
	Melendez	Doreen	Parent Liaison
	Nido	Savannah	Teacher-2 nd Grade
	Strumi	Manuel	Teacher-2 nd Grade
	Campagna	Amanda	Teacher-1 st Grade
	Belica	Flora	Teacher-1 st Grade
	Lopez	Marlene	Paraprofessional
	DelMoral	Denise	Paraprofessional
	Arroyo	Ivet	Paraprofessional
	Turner	Gina	Paraprofessional
	Velez	Kaitlyn	Sub Teacher

	McCue	Erin	Sub Teacher
	DiGiovancarlo	Krista	Clerical
	Hernandez	Ivan	Sub Admin
	Selenica	Sonja	Sub Admin
W. Cross	Cullen	Donna	Administrator
	Drewry	Ann	Administrator
	Steffero	Melissa	Teacher
	DeFazio	Alana	Teacher
	Rizzo	Lisa	Teacher
	Rocco	Margaret	Parent Liaison
	Capobianco	Marnee	Lead Teacher
	Danziger	Byron	P.E. Teacher
Duggan	Ferrare	Patricia	Administrator (Tuesday)
	Fidanza	Clara	Administrator (Wednesday)
	D'Alessio	Jennifer	Administrator (Thursday)
	Johnson	Domonique	Secretary
	Gaudiosi-Anguri	Karen	Teacher
	McCasland	Maureen	Teacher
	Field	Susan	Teacher
	Mullen-Gillyard	Vickie	Educational Aide
	Salemme	Cassandra	Sub-Admin
	Tzepos	Ioulia	Sub-Teacher
	Langner	Amanda	Sub-Teacher
	DeFeo	Dawn	Sub-Teacher
Generali	Rock	Stefanie	Administrator
	Ferratto	Ashley	Teacher
	Poulter	Dennis	Teacher
	Nadolny	Karen	Teacher
	Walling	Maggie	Paraprofessional
	Ramos	Stephanie	Substitute Para
	Rhinesmith	Wendy	Substitute Teacher
	Neibel	Amy	Substitute Teacher
Gilmartin	Moore	Christina	Administrator
	Dwyer	Catherine	Teacher
	Brown	Susan	Teacher
	Fenn	Myra	Teacher
	Garafola	Denise	Paraprofessional
	Rose	Mary	Secretary
International	Tomasella	Diurca	Contact
	Damore	Cristina	Clerical
	Cruz	Maria	Teacher
	Garcia	Nilsa	Teacher
	Huyghue	Luz	Paraprofessional
	Santiago	Louis	Parent Liaison/Recreational
Reed	Evans-Foster	Shernett	Administrator
	Mays	Kimberly	Substitute Admin.
	Lloga	Era	Teacher/2 days
	Velletta	Kimberly	Teacher/2 days
	Rogers	Kimberly	Teacher

	Shampang	Marie	Teacher
	Martinez	Latasha	Clerical/Enrichment
	Giron	Jenny	Paraprofessional
Regan	Sullivan	Marianne	Administrator/Sub. Teacher
	Anulewicz	Allison	Teacher
	Sgambati	Sheyenne	Teacher
	Wojtunik	Katilynn	Substitute Teacher
	Ortiz	Maegan	Paraprofessional
	Poulter	Patty	Clerical
Sprague	Carpentieri	Stephanie	Administrator
	Irrera	Raymond	Administrator
	Gregorich	Shelby	Teacher
	Grazhdani	Eneida	Teacher
	Demirali	Vjollca	Parent Liaison
	DeJesus	Jessica	Secretary
	Ferrao	Marlene	Paraprofessional
	Minnis	Natasha	Paraprofessional
Tinker	Ryan	Sullivan	Administrator
	Desanto	Christine	Teacher
	Parks	Michelle	Teacher
	Paglia	Marissa	Teacher
	Weinstein	Irene	Teacher
	Marcal	Nicolette	Substitute Teacher
	Wehry	Nina	Secretary
Walsh	Fusco	Dia	Lead Teacher
	Foote	Andre	Teacher
	Bilbrough	Allyson	Teacher
	Lillian	Jenna	Teacher
	Calo	Angela	Substitute Teacher
	Ocasio	Jessica	Admin. Sub
	Wilson	Maureen	Admin. Sub.
	Justs	Patty	Substitute Teacher
Washington	Benzinger	Nicole	Lead Teacher
	Fitzgerald	Kris	Secretary
	Cocchiola	Kaitlyn	Paraprofessional
	Boccichio	Judith	Paraprofessional
	Santos	Melanie	Substitute Para
	Piccochio	Toni	Substitute Para
	Baechler	Stefanie	Substitute Teacher
	Lanouettee	Jay	Substitute Teacher
	Nguyen	Karina	Teacher
	Kouakou	Sherene	Substitute Teacher
	Zafar	Ghazala	Substitute Para

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.5

November 18, 2021

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Rotella After School Program (Academic) appointments – Tuesdays, Wednesdays, and Thursdays (no half days), Session 1 11/4/21 through 12/9/21, Session 2 1/11/22 through 3/24/22:

Administrator	Dana Wallace, Robin Henry (sub)
Teachers	Mimoza Demollari, Monica Santovasi, Mary Monroe Stefanie Porcaro, Melissa Vargas, Marly Parker
Secretary	Lisa Alexander
Assistants	Valerie Brookins, Lisa Meehan, Shonda Wiggins, Jennifer DeJesus, Darice Leach

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.6

November 18, 2021

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following
Before and After School Program appointments funded by Priority School District Grant:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Rearson, Michael	Teacher-Assistant	Maloney
Daunis, Joan	Teacher-Assistant	Maloney
Rutka, Carolyn	Teacher-Assistant	Maloney

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.7

November 18, 2021

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Waterbury Career Academy Virtual STEM After School Program appointments, funded by Alliance Grant:

<u>Name</u>	<u>Position</u>
Boutote, Ericka	Teacher
Gomes, George	Teacher
Franceskino, Jennifer	Administrator
Riley, Kara	Alternate Administrator

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.8

November 18, 2021

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Academic Achievements/Degree Advancements, effective August 23, 2021:

Last Name	First Name	From	To	University
Acevedo	Paul	6th/17	6+15/17	Bridgeport; S. New Hampshire
Aird	Hugh	BA/12	MA+15/12	Un St. Joseph; Sacred Heart
Arcamone	Daniele	MA+15/7	6th/7	Hartford
Barolli	Nazire	MA/8	MA+15/8	Graduate Inst
Bleau	Lisa	MA/4	MA+15/4	Central CT
Boampong	Christine	MA+15/9	6th/9	SCSU; Western CT
Boll	Deana	MA/4	MA+15/4	Bridgeport
Ciaramella	Nicole	MA/7	MA+15/7	Bridgeport
Ciccone	Angela	MA+15/8	6th/8	Sacred Heart
Conte	Joseph	6th/8	6+15/8	Greenville; Concordia
Cusack	Tara	MA+15/5	6th/5	Bridgeport
Jenkins Davis	Tanya	MA+15/12	6th/12	Lehman; Sacred Heart
Donohue	Kelly	MA/8	MA+15/8	New England
Drewry	Emily	BA/4	MA/4	Western CT
Donofrio	Christi	BA/3	MA/3	Western Governors
Feld	Roseann	MA/13	MA+15/13	Augustana; Colorado St
Ferrare	Patricia	MA+15/21	6th/21	Bridgeport
Fiore	Patience	MA/13	MA+15/13	New England
Fleming	Sonya	MA/21	MA+15/21	Central CT; Bridgeport
Foote	Andre	MA/8	MA+15/8	Bridgeport
Gordon	Kimberly	MA/21	MA+15/21	SCSU; Hartford
Gordon	Sonia	MA+15/12	6th/12	Sacred Heart
Grazhdani	Eneida	BA/6	MA/6	Western Governors
Grillo	Heather	BA/8	MA+15/8	SCSU; Graduate Inst
Haxhia	Robert	MA+15/8	6th/8	Central CT
Homewood	Gregory	MA/8	MA+15/8	Bridgeport; Medaille; Andrews
Hubeny	Danielle	MA/10	MA+15/10	Central CT; Adams
Kalach	Kevin	MA+15/12	6th/12	Southern New Hampshire
Lucas	Michele	6th/8	6+15/8	Graduate Inst; S. New Hampshire
Mancini	Dana	MA+15/7	6th/7	Bridgeport

Mastrianni	Geralyn	MA+15/21	6th/21	Greenville
McAulay	Jordan	BA/5	MA+15/5	SCSU; Graduate Inst
McDonnell	Cassi	MA+15/5	6th/5	Sacred Heart
Moscaritolo	Ashley	6th/11	6+15/11	Andrews
Opalenik	Michelle	MA+15/8	6th/8	Bridgeport
O'Connor	Jessica	BA/4	MA/4	Un St. Joseph
Paglia	Marissa	BA/3	MA/3	St. Joseph Col; Fairfield
Pedalino	Rachel	MA/8	MA+15/8	Graduate Inst; S. New Hampshire
Poveda	Carlos	MA/3	MA+15/3	Fairfield
Renzoni	Matthew	BA/3	MA/3	Concordia
Russell	Melissa	BA/6	MA/6	Post
Santana	Zulma	6th/8	6+15/8	SCSU; Hartford
Samaroo	David	BA/3	MA/3	SCSU
Stafford	Amy	BA/4	MA/4	Un St. Joseph
Steffero	Melissa	MA+15/7	6th/7	Bridgeport
Stowe	Eileen	6th/7	6+15/7	Bridgeport
Sylvester	David	6th/21	6+15/21	Sacred Heart; Greenville
Tanushi	Doruntina	MA/7	6th/7	Augustana; Colorado St
Villar	Yenny	6th/11	6+15/11	Andrews; S. New Hampshire

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.9

November 18, 2021

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

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

Agramonte, Carla – Chase Grade 3, effective 12/10/21.
Arce, Diane – W. Cross Grade 6 Math, effective 11/09/21.
Choi, Clara – Hopeville Grade 3, effective 11/12/21.
Ciuffo, Stephanie – Rotella Grade 3, effective 11/03/21.
Conlon, Taylor – Duggan PreK, effective 11/05/21.
Leclerc Rodrigues, Tracy – WHS Special Education, effective 11/05/21.
Hart, Jennifer – Bucks Hill Kindergarten, effective 11/19/21.
Hamel, Michael – Duggan Special Education, effective 11/24/21.
Isabella, Michelle – Wilson Grade 5, effective 11/12/21.
Klesyk, Mary – Bucks Hill Grade 2, effective 11/24/21.
LaChance, George – WMS Numeracy, effective 11/05/21.
Lespier, Bonnie – WMS Special Education, effective 12/08/21.
Milak, Lauren – Regan/Washington Library Media, effective 11/05/21.
O'Leary, Amy – Bucks Hill Kindergarten, effective 11/24/21.
Osterhout, Alexa – Sprague Special Education, 11/17/21.
Perrelli, Andrea – Wilson Kindergarten, effective 11/01/21.
Polletta, Lori – Bucks Hill Grade 2, effective 11/03/21.
Schwartz, Paul – CHS Chemistry, effective 11/19/21.
Spiegel, Felice – WSMS ESL, effective 10/21/21 (date change).
Stokes, Blair – WSMS Grade 7 Science, effective 11/24/21.
Thibodeau, Hannah – WMS PE/Health, effective 11/08/21.
Ugolik, Anastasia – Reed Grade 6 ELA, effective 11/24/21.
Williams, Richard – WMS Science, effective 11/05/21.

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.10

November 18, 2021

To the Board of Education
Waterbury, CT

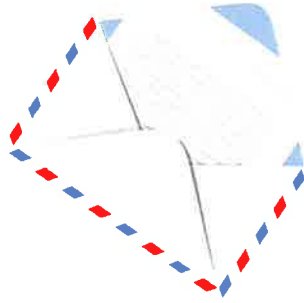
Ladies and Gentlemen:

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

Rivera, Ana – WHS Spanish, effective June 30, 2022.

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools



COMMUNICATIONS



For the period of
November 3, 2021 through November 16, 2021

Carrie Swain

From: Carrie Swain
Sent: Monday, October 18, 2021 10:34 AM
To: AMANDA NARDOZZI; ANN SWEENEY; Carrie Swain; CHARLES L. STANGO; CHARLES PAGANO; ELIZABETH BROWN; JUANITA HERNANDEZ; 'keharvey'; MELISSA SERRANO ADORNO; Rocco Orso; THOMAS VAN STONE SR.
Subject: FW: Final Decennial Accreditation Report of John F. Kennedy High School and Letter of Final Transmittal
Attachments: Kennedy High Transmit of Final Dec Accr Report Letter 921.pdf; Final Dec Accr Report Kennedy High 9-9-21.pdf
Follow Up Flag: Follow up
Flag Status: Flagged

This communication will also be included in your bi-weekly communications.

From: ROBERT JOHNSTON
Sent: Monday, October 18, 2021 10:00 AM
To: Carrie Swain <cswain@waterbury.k12.ct.us>
Subject: FW: Final Decennial Accreditation Report of John F. Kennedy High School and Letter of Final Transmittal

Hi Carrie,

Attached is a letter from the New England Association of Schools & Colleges regarding our most recent accreditation visit and their final report. A copy of the report is supposed to be sent to the Board of Education. Thanks.

Rob

Robert A. Johnston
Principal
John F. Kennedy High School
422 Highland Avenue
Waterbury, Connecticut 06708
203-574-8150
rjohnston@waterbury.k12.ct.us

From: Francis T. Kennedy [<mailto:fkennedy@neasc.org>]
Sent: Thursday, September 9, 2021 8:19 PM
To: ROBERT JOHNSTON <rjohnston@waterbury.k12.ct.us>
Cc: Spencer-Wilson, Donna <dspencerwilson@NEASC.ORG>
Subject: Final Decennial Accreditation Report of John F. Kennedy High School and Letter of Final Transmittal

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September 9, 2021



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

October 25, 2021

Enoida Kuqi
1158 Straits Turnpike
Middlebury, CT 06762

Dear Ms. Kuqi:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional (Req. #2020605) 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, October 28, 2021 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 Reed Elementary School will be October 25, 2021 at your regular scheduled time.

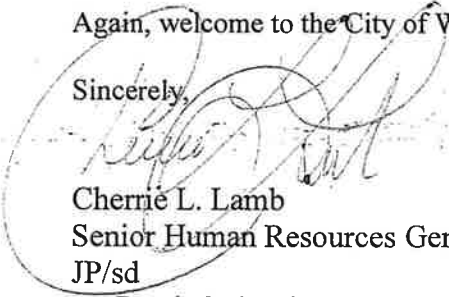
At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order 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,


Cherré L. Lamb
Senior Human Resources Generalist
JP/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Miguel Pabon, Dir 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

October 26, 2021

Samantha LaVallee
6 Woodland Path
Beacon Falls, CT 06403

Dear Ms. LaVallee:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Paraprofessional (Req. #2021553) 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, October 28, 2021 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 October 26, 2021 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,


Cherrie L. Lamb
Senior Human Resources Generalist
CLL/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Miguel Pabon, Director of Pupil Services
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

October 29, 2021

Benjamin Germain
52 N. Ridge Court
Southington, CT 06489

Dear Mr. Germain:

Your name is being certified to the Department of Education for the position of Teaching Vice-Principal @ State Street School (Req. #2021775A) (salary in accordance with the WTA contract).

Your official start date in this position was August 30, 2021.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

Sincerely,

Scott Morgan
Director of Human Resources

SM/sd

cc: Board of Education
Dr. Ruffin, Supt of Schools
Lisa Ariola, Principal @ State Street Schl
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

November 1, 2021

Michael Tortora
9 Holden St.
Bristol, CT 06010

Dear Mr. Tortora:

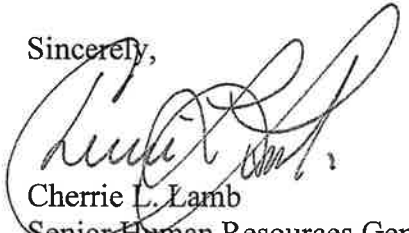
Your name is being certified to the Department of Education for the position of Maintainer II (Req. #2021707) at \$17.44 per hour.

Your official start date was October 21, 2021.

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 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6months from your first day in your new position.

Sincerely,



Cherrie L. Lamb
Senior Human Resources Generalist

CLL/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Michal Konopka, School Inspector
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

November 1, 2021

Howard Gordon
12 Badger Rd.
Wolcott, CT 06716

Dear Mr. Gordon:

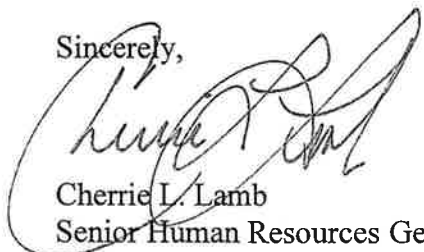
Your name is being certified to the Department of Education for the position of Maintainer II (Req. #2021480) at \$17.44 per hour.

Your official start date was October 21, 2021.

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 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.

Sincerely,



Cherrie L. Lamb
Senior Human Resources Generalist

CLL/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Michal Konopka, School Inspector
file

Naming of School Spaces (inside and outside)

In accordance with its responsibility to maintain control of the public schools in its jurisdiction, the Waterbury Board of Education hereby adopts the following policy for naming spaces inside schools and on school properties:

1. All requests to name school spaces should be submitted by the requestor to the Clerk of the Board of Education. The request must be made on the "Request for Naming of School Buildings and/or School Spaces" form and should identify the individual(s) for whom the space is to be named, the proposed location, rationale, and any related cost and supporting information.
2. Such requests will be referred to the Committee of the Whole for consideration. The committee will confer with the Principal of the designated school.
3. Recommendations from the Committee will be considered for action by the Board of Education for a minimum of 60 calendar days prior to vote to allow for public input on the proposal.
4. The request for spaces in new facilities will not be accepted until the facility has been in operation for one (1) calendar year.
5. All spaces will be named in perpetuity. Once named, spaces cannot be renamed except in extreme cases in which the name brings dishonor to the space/facility. Such circumstances will require a two-thirds (2/3) majority vote of the Board of Education to remove the name.

NOTE: This policy does not apply to the naming of school buildings. A separate policy has been developed for that purpose. See policy 7551 – Naming of School Buildings.



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

November 1, 2021

Theresa Morrissey
92-10 Wakelee Rd.
Waterbury, CT 06705

Dear Ms. Morrissey:

Your name is being certified to the Department of Education -- Food Service for the position of Cook (Req. #2021740B) at \$17.75 per hour.

We have scheduled your orientation for Friday November 12, 2021 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.

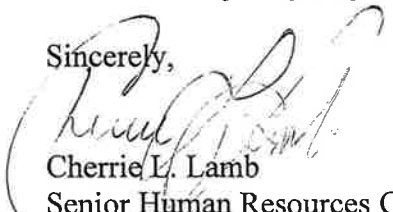
Your first day reporting to your new department/supervisor was October 28, 2021.

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.

Sincerely,



Cherrie L. Lamb

Senior Human Resources Generalist

CLL/sd

cc: Board of Education
Dr. Ruffin, Supt of Schools
Linda Franzese, Director of Food Service
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

November 1, 2021

Eleanor Destefano-Ruggles
27 Carriage Dr.
Naugatuck, CT 06770

Dear Ms. Destefano-Ruggles:

Your name is being certified to the Department of Education – Food Service for the position of Cook (Req. #2021740) at \$17.75 per hour.

We have scheduled your orientation for Friday November 12, 2021 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 October 28, 2021.

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.

Sincerely,

Cherrie L. Lamb
Senior Human Resources Generalist

CLL/sd

cc: Board of Education
Dr. Ruffin, Supt of Schools
Linda Franzese, Director of Food Service
file

Carrie Swain

From: ANN SWEENEY
Sent: Wednesday, November 3, 2021 7:22 AM
To: Carrie Swain
Subject: Fwd: Senator Ron Johnson Covid Round Table- Nov 1, 2021

Carrie, for the record part 2.

Ann

Sent from my iPhone

Begin forwarded message:

From: Drew S <drewects@gmail.com>
Date: November 2, 2021 at 11:19:12 PM EDT
To: KAREN HARVEY <kharvey@waterbury.k12.ct.us>, "CHARLES L. STANGO" <clstango@waterbury.k12.ct.us>, "THOMAS VAN STONE SR." <tvanstone@waterbury.k12.ct.us>, ELIZABETH BROWN <ebrown@waterbury.k12.ct.us>, JUANITA HERNANDEZ <jhernandez@waterbury.k12.ct.us>, CHARLES PAGANO <cpagano@waterbury.k12.ct.us>, MELISSA SERRANO ADORNO <mserranoadorno@waterbury.k12.ct.us>, ANN SWEENEY <asweeney@waterbury.k12.ct.us>
Subject: Re: Senator Ron Johnson Covid Round Table- Nov 1, 2021

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Forgot to mention, the round table video starts at about 30 minutes in.

On Tue, Nov 2, 2021, 11:16 PM Drew S <drewects@gmail.com> wrote:

Hello everyone. You may have missed it in the news (because they didn't cover it), but US Senator Ron Johnson held a Covid Round Table yesterday, 11/ 1. He had victims of adverse covid vaccine reactions and their families, doctors, and other experts. He invited Pfizer and Moderna execs, FDA, CDC, The Sec of Defense, and other government officials. None of them showed. Watch- <https://rumble.com/vokrf7-sen.-johnson-expert-panel-on-federal-vaccine-mandates.html>

Asked in case you are unaware, this out of India sheds some light on just how much power Pfizer has flexed during this whole vaccine push- <https://rumble.com/vokf3l-primetime-show-in-india-exposes-how-pfizer-bullies-and-blackmails-countries.html>

Have a great night.

Drew Serrano

On Mon, Sep 6, 2021, 1:10 PM Drew S <drewects@gmail.com> wrote:

Hello everyone. Just wanted to pass along two things.

Carrie Swain

From: Tim Moynahan <tconstant@moynahanlawfirm.com>
Sent: Wednesday, November 3, 2021 8:40 AM
To: Tim Moynahan
Subject: Winsome Sears, Virginia's Next Lieutenant Governor, Makes History

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In victory she said, " You are looking at the American Dream. I didn't run to make history, I ran to leave it better than I found it."

Ponder that for a moment and consider the countless generations of all races, men and women, who dedicated their lives to that proposition. They rightly believed that America was a good but imperfect nation, whose principles of freedom and equality were not fully realized, but could be left better than they found it. And so they did and so now the torch is passed to Winsome, their worthy successor. Long live Winsome. Long live America.

" Well hello Winsome, You're lookin' swell Winsome... I can tell Winsome, You're still glowin' You're still crowin' You're still goin' strong"an extraordinary career of accomplishment, she is originally from Jamaica. This feels like our Crossing of the Delaware Moment , inspiring us to greater purpose and Patriotism.

The appropriately named, Winsome, demonstrates that in 2021 America a black woman, immigrant, and marine veteran , can achieve her hearts desire if she has the gumption and self- respect to do so.

In 2021 America George Washington can return to us in a different gender and race. In 1789 she might have been a slave on his plantation, and for nearly 200 years thereafter, she might have been the victim of Jim Crow laws, but " look at her now." From Virginia then to Virginia now, "eternity in an hour," from tragedy to triumph, that is the core of our reason for being and the ennobling instruction of our history.

And look at America now. We are the sum of our parts: complex, contradictory, conflicted, and inexpressibly grand and glorious. It is imperative that we tell our children the entire story, and when we do, tell them the story of Winsome Sears as a paradigm of hope and progress in an exceptional country, " tis of thee we sing."

American is not a nation of oppressors and the oppressed, America is the land of possibilities. The like story of Winsome Sears belongs in K -12 classrooms all across the Country.

We can be sure when our flag is flying and our anthem is playing she will stand proudly to salute it, not take a knee. " Only in America." For us, it is our portion , "to stand beside her and to guide her with a light that is bright from above."

<https://www.dailysignal.com/2021/11/03/winsome-sears-virginias-next-lieutenant-governor-makes-history-as-first-black-woman-to-win-statewide/>

Timothy C. Moynahan, Esq.
The Moynahan Law Firm, LLC
255 Bank St., Suite 2-A
P.O. Box 2242
Waterbury, CT 06722

Carrie Swain

From: ANN SWEENEY
Sent: Thursday, November 4, 2021 9:05 PM
To: Carrie Swain
Subject: Fwd: BOARD OF EDUCATION ADDRESS: 11/4/2020
Attachments: Gender Neutral Bathrooms Testimonies .pdf

Sent from my iPhone

Begin forwarded message:

From: Michaela Barratt <mbarratt@racce.net>
Date: November 4, 2021 at 6:33:49 PM EDT
To: ELIZABETH BROWN <ebrown@waterbury.k12.ct.us>, KAREN HARVEY <kharvey@waterbury.k12.ct.us>, JUANITA HERNANDEZ <jhernandez@waterbury.k12.ct.us>, AMANDA NARDOZZI <amanda.nardozzi@waterbury.k12.ct.us>, Rocco Orso <rorso@waterbury.k12.ct.us>, CHARLES PAGANO <cpagano@waterbury.k12.ct.us>, "CHARLES L. STANGO" <clstango@waterbury.k12.ct.us>, MELISSA SERRANO ADORNO <mserranoadorno@waterbury.k12.ct.us>, ANN SWEENEY <asweeney@waterbury.k12.ct.us>, "THOMAS VAN STONE SR." <tvanstone@waterbury.k12.ct.us>
Subject: BOARD OF EDUCATION ADDRESS: 11/4/2020

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.

Mr. Pagano and Fellow Board Members,

I am Michaela Barratt, a graduate of Kennedy High School, Waterbury Resident, and Youth Organizer with RACCE.

The purpose of my email is to address the importance of using ARP Funding to place at least one gender-neutral bathroom in our Waterbury Public Schools. It is not enough to only change the policy to be in compliance with Federal and State laws. Creating gender-neutral bathrooms will provide a safe and comfortable environment for all students. One of the requests that we have for the usage of the ARP Funding is to

"Invest \$2,000,000.00 to increase the safety, security, and feelings of wholeness for LGBTQIA+ students by fully funding 1) the access to gender-neutral bathrooms in every school, 2) training for all staff based on their professional duties, and 3) LGBTQIA+ student clubs so that those students are resourced equitably."

If we are going to invest in the school's buildings then we should do so in a way that will promote safety, comfort, and wholeness in our students. Attached to this email are a list of

narratives collected from Waterbury students, former students, and community members. I hope with these narratives you will get an idea of how gender-neutral bathrooms can positively affect our students.

Michaela Barratt

/her-she/

Youth Organizer

R.A.C.C.E.

Radical Advocates for Cross-Cultural Education

(203) 228-1427

mbarratt@racce.net

Like us on Facebook: www.facebook.com/RACCEWtby

Twitter: @raccewtby

Website: racce.net

Donate:

VENMO: @RACCE

"I did then what I knew how to do. Now that I know better, I do better."

~Maya Angelou

This email message, including any attachment(s), is for the exclusive use of the intended recipients and may contain confidential and/or privileged information under applicable federal and state laws, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA). If the reader of this message is not an intended recipient, you are hereby directed to delete and destroy this message and any copies of the same and to contact the sender immediately. Any unauthorized review, use, disclosure or distribution of this message, including any of its attachment(s), is strictly prohibited.



Gender Neutral Bathroom Testimores

We hope from these narratives that the Board of Education will understand the importance of gender neutral bathrooms and how placing one in every school can improve the school environment by creating a safe and inclusive space for all students.

Vanessa, 15 years old, Kennedy High School Student, Sophomore
Pronouns: They/Them

"It would make me more comfortable and more welcomed at school. Overall would make School a more comfortable environment."

Jailen, 15 years old, Kennedy High School Student, Freshmen
Pronouns: She/They

"I believe that gender neutral bathrooms will improve the school because it will create a comfortable environment for people who don't identify with one specific gender or don't feel comfortable being labeled a gender and might even make them feel safe"

Christian Acevedo, 18 years old, Crosby High School, 21' Graduate'
Pronouns: They/Them

"It would create a safe environment for not only gay students but also Tran students who don't feel represented. It will create a school climate that is conscious about queer issues."

Keyondra, 18 years old, Crosby High School, 21' Graduate
Pronouns: She/Her/Hers

"Having gender neutral bathrooms can create a better environment for the LGBTQIA+ community. It'll make them feel more inclusive like the school actually takes their feelings into consideration. Putting gender neutral bathrooms will create a more inclusive environment."

Chynnia Piland, 23 years old, Waterbury Resident

Pronouns: She/Her

"Improves inclusivity and the comfortability of students. ALL students deserve to be resourced equitably."

Chemay Morales- James, 43 years old, Teacher, Waterbury Resident

Pronouns: She

"This is the least the district can do to begin the process of creating an identity safe and affirming learning space."

Liliana Olivera, 23 years old, Waterbury Resident

Pronouns: She/Her/Hers

"bathrooms are vulnerable and private areas, no student should feel fear or anxiety when wanting to use them. If we want to foster inclusive spaces for gender non conforming and trans folks we should give people the proper space. What cis people take for granted, access to restrooms without scrutiny or violence. Trans/ gender non conforming will feel uncomfortable and choose not to use restrooms when they have every right too! It's once again denying someone access to basic needs. Plus, Gender neutral bathrooms are normalized within households it shouldn't be a big fuss in public spaces."

Makyle Hawk, 23 years old, Former Kennedy High School Student

Pronouns: He/They

"This would allow for students who identify outside of the gender binary to have a space where they can use the bathroom w/o feeling weird or uncomfortable. Especially for our trans students, this would prove a benefit as many feel uncomfortable unsafe using bathrooms they may align with".

Elijah Jones, 21 years old, Former Kaynor Tech Student, Waterbury Resident,

Pronouns: He/Him

"It would help students feel safer. They are more accessible"

Jyrel Hawk, 21 years old, Former Kaynor Tech Student, Waterbury Resident

Pronouns: He/Him/His

"Gender neutral bathrooms would allow for all students to feel safe and respected in their schools. Especially for transgender or gender non-conforming students, who feel ostracized and bullied when using the bathroom they are most comfortable with."

Jeanette Rendon, 23 years old, Waterbury Resident

Pronouns: She/Her/hers

"It would give students accessibility to a safe and comfortable bathroom space as well as be inclusive to students who are non-binary or identity with a different gender."

David Kompare, 23 years old, Waterbury Resident, Former Kennedy Student

Pronouns: He/ Him

"Gender Neutral Bathrooms would improve the well being of students in need of such places as well as normalize the presence of such facilities to younger individuals."

Carrie Swain

From: Tim Moynahan <tconstant@moynahanlawfirm.com>
Sent: Friday, November 5, 2021 2:57 PM
To: Tim Moynahan
Subject: [SPAM.20] "Pants on Fire"..There was no Russian Collusion. Trump and voters were heated in the 2020... the result of the years long campaign to abort his viability and delegitimize him

Importance: Low

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 unvarnished truth is that there never was such creature as "Russian Collusion," any more than there is a Bigfoot. The strategy was to portray Trump as Putin's lapdog, to smear him and shame him beyond reclamation, and to drive him from the Presidency at the earliest possible time. That was Chapter ONE which would have drawn sufficient blood for anyone with a more pliable constitution. But, Trump is made of sterner stuff. He seemed to relish the confrontation and his battle cry of "Fake News" put his, less than grand inquisitors, on the defense. Nevertheless, they owned the ink wells and the air time so Chapter TWO was the hourly barrage of lies and half truths, day in and day out, to disparage him entirely, to portray him as a monster, without a single redeeming characteristic. His children were fair game and the First Lady was not exempt from their unbridled scorn and ridicule. The more they piled on the more the "fire in my belly" was stoked.

I recognized these sordid facts from their inception and they changed me from a lukewarm Trump supporter (more anti-Hillary and anti-Obama, for vastly different reasons, than pro Trump) into a Trump advocate (Trump the underdog with the vast powers of the modern State arrayed against him) with a fire in the belly that is "my passenger" to this day. For those who would dissemble to evade the gross miscarriage of justice that transpired over 5 years and who counter by claiming the high ground by describing themselves as possessed of a "fire in the brain, I will demur: the operative phrase is "pants on fire." It puts them in the worst of company, Mueller, Schiff, Pelosi, Swalwell, the upper echelon of the FBI, Deep State operatives, NYTimes, Washington Post, Hillary, the list is endless.....all of them, thanks to bulldog Durham, out in the open at last, a bonfire of the vanities of a sort, each contributing their own "pants on fire," to the conflagration.

Mueller deserves a Chapter THREE of his own because by continuing the canard, he unconscionably contributed his gravitas to keep Trump wrapped in the bloody cloak of Collusion which perpetuated the vicious fantasy and had a deleterious effect upon Trumps credibility. The phony impeachments provide material for Chapter FOUR, were yet another artifice contrived to effect the election outcome in 2020. To comprehend the enormity of the devastation that was facilitated by the "Russian Collusion" fairy tale one must be mindful that it was upon that predicate that all else depended. It was used to color Trump in the darkest of hues and taint his successes which were innumerable. A thousand cuts were inflicted. Trump being Trump they would not have slain him, but 100,000 cuts plus the gaping wound of "Russian Collusion" could not be surmounted, though even then, his boisterous, rude and intemperate tongue, was a sword of his own making that he fell upon.

I write this as an entreaty to those who chose Biden, sincerely, more or less, as an antidote to Trump, many of my friends among them. Consider, in retrospect, the wool that was pulled over your eyes, and how facile they made it to abhor and abjure Trump for being Putin's puppy, and how that characterization, repeated endlessly, compromised your rational faculties. Consider how you felt (more than thought) that Trump was intolerable and that you would vote for anyone other than the orange headed blabbermouth (Charles Manson likely excepted, or not?) and, consider further how disastrous your preordained choice has already been. Reflect upon the power of the media to persuade and

convince us of what they choose is a desirable outcome that it becomes our hearts desire. Biden's Presidency is the opposite site of their coin by which they transmogrified an absolute zero into "a million dollar baby." The Joe Biden Story, is "a tale full of sound and fury signifying nothing." Dear friends, and those contra, you have been twice hoodwinked. Trump was demonized unjustly, Biden lionized, hypocritically. Trump went, Biden must go, and we must hang on for dear life until he does. Fess up and mend your ways. begin by believing half of what you see and none of what is peddled to you. "Fool me once, shame on you, fool me twice, shame on me."

I have described "Joey," as he refers to himself when summoning a supposed poignant memory from his mostly illusory childhood, as a congenital liar. I am not given to ascribing condemnatory designations, casually, or without evidence beyond a reasonable doubt. Fear not that I depart from that standard in a moment of bilious disapproval. Not here, at this precise moment, but soon, I will deliver the goods in the voice and words of the "Prevaricator in Chief" himself. I will provide then you decide. Confessions will be from 5 to 8pm this evening. Prodigals are welcome, firm purpose of amendment required, absolution guaranteed.

Read the attached and weep with me for our country and what has been done to us and wait for Durham to drop the next shoe. It's not over. nor should it be. Accountability, sung to the lyrics and music from Fiddler on the Roof!!!

<https://www.nationalreview.com/2021/11/what-to-make-of-durhams-latest-indictment/>

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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Carrie Swain

From: Tim Moynahan <tconstant@moynahanlawfirm.com>
Sent: Thursday, November 11, 2021 4:15 PM
To: Tim Moynahan
Subject: Rediscovering America begins with the Bang of the meaning of Veterans Day: Service and Sacrifice

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Veterans Day is a glorious celebration of our nation's history replete with the sacred memories of the sacrifices of the heroes who made us the exceptional country we are today. After 232 years, a mere eye blink in the collection of all recorded history, we continue to strive to be better and to fulfill the still incomplete vision of our Founders. Today, I am struck with the awareness that a single day is not sufficient to recognize our indebtedness to those who gave "the last full measure of their devotion" to America and to the cause of freedom for suffering humanity everywhere. Henceforth, I urge that the entire month of November should be consecrated to the lives of the great men and women who went before us, those dead and those among us, whose sublime lives "leave footprints in the sands of time." Each of us will have his or her personal heroes from whom inspiration flows with an everlasting abundance. I wish to take this holy occasion to enumerate just a handful of mine.

George Washington, of course, will come as no surprise, but James Madison might. He is, perhaps, the most underappreciated and least heralded, of our Founders, even though he is hailed as "Father of our Constitution," for his indispensable services to the Constitutional Convention of 1787 and thereafter. It is the fruits of Madison's brilliant mind that persuades us that America is a country "conceived in liberty and dedicated to the proposition that all men are created equal." His legacy is an insurmountable barrier to the deceptions of Critical Race Theory and the indoctrination of systemic racism which is being inculcated into our schools to capture the minds of our vulnerable youth. Let us look into the applicable curriculums to examine what is being taught about Madison to our children and we will have a barometer of whether what is being presented fairly represents our roots or is inimical to them not. It is a supreme litmus test and a logical place for our scrutiny to begin.

Frederick Douglas embraced the contradictions and tensions of his views. In 1852 he delivered the most damning critique of American hypocrisy ever uttered in a speech entitled, "What to the slave is the Fourth of July." In 1847 he thundered, "I have no patriotism. I can have no love for this country..... or for its Constitution. I desire to see it overthrown as speedily as possible." To my mind his 1852 speech is the greatest expression in of righteous indignation against slavery and the inhuman subordination of human beings by that "peculiar institution" in the narrative of humanity's past. In its magnificent breadth he condemns America for being untrue to its founding principles, its past and its present. He expounds against the evil defilement of sacred American ideals----democracy, freedom and equal rights. but, note well, even in his justifiable rage he gives his approbation to those who believe that the founding fathers meant to eliminate slavery and that the Constitution reflects this. He concludes on an optimistic note. He believes that anti-slavery sentiments will prevail over pro-slavery forces. He closes by stressing the inevitable arrival of freedom and the abolitionist's promise to fight slavery "whate'er the peril or the cost." His speech was an anguished cry of the heart, redolent with the experienced pain of abject barbarity. Nevertheless, his breaking heart was not lacking in prescience, as he foretold the tear and blood stained pages of the chapters of our subsequent years. It was during many decades that the American Dream endured the valleys of the travails of prejudice and climbed to the peaks of the irrepressible solidarity of brotherhood. Douglas knew of what he spoke and it is his uncompromising language we must employ today when rebutting those exponents of an alternate history.

This is what is encompassed by the full meaning of Veterans Day and it forms the basis of what ought to be taught in today's classes of American history, not to be sugar coated, but neither to be reduced to the absurd proposition that racism is embedded in our structures and that every person is defined by the color of his skin. We are intended to be a

united people, not only more than our colors, but more than the sum of our parts, and so is the story of our origins and our becoming.

Take the double amputee Joey Jones the Marine who lost both legs in Afghanistan—he found purpose in family, friends and inspiring others. He says he believes in post-traumatic growth, meaning “you go through tough and difficult situations and on the back end and through recovery, you learn strength.” When we are dealing with a challenging situation we should tell ourselves what he tells himself.. “at least it’s not a bomb.” He says if he had to do it all over again for his country he would unhesitatingly, “only this time I would step left.” Let us be certain that our children learn about our heroes like Joey Jones and the millions like him that are exemplars for us and future generations.

Take Winsome Sears, the newly elected Lieutenant Governor of Virginia who said during her victory speech, “When I joined the Marine Corps, I was still a Jamaican. But this country had done so much for me. I was willing, willing to die for this country.” and then, “in case you haven’t noticed I am Black, I have been Black all my life, that’s not what this is about.” Include the life story of Winsome Sears into the teaching of American history and reflect on her life of effort, achievement and gratitude....opportunity, equality and freedom are what its all about, its not all about race.

Veterans Day is not only a celebration but an ineradicable reminder that we stand on the shoulders of the giants of those who loved and love their country....they are our instructors, not merely telling us how we should live to honor and serve our country but showing us. We are still fighting to form a more perfect union, it is imperative that we do so together, joined inseparably in the spirit exemplified by our veterans. Happy Veterans Day....next year lets make it a month long remembrance and, by next year, let us have the true and complete history of our forbears to replace the divisive and destructive propaganda of the “new racism.”

<https://goldwaterinstitute.org/article/new-book-highlights-frederick-douglasss-embrace-of-the-self-made-man/?gclid=CjwKCAiAm7OMBhAQEiwArvGi3HtFKxLQUVd34UN261nKBpbQNWdf2RUD7-c393acbTeamgbPLxqHABoCZVMQAv>

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

November 5, 2021

Luis Perez
14 Williams Ave.
Oakville, CT 06779

Dear Mr. Perez:

Your name is being certified to the Department of Education for the position of Maintainer II (Req. #2021596) at \$20.41 per hour.

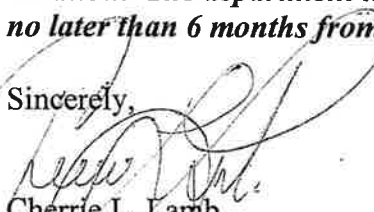
We have scheduled your orientation for Friday, November 12, 2021 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor was October 21, 2021.

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.

Sincerely,


Cherrie L. Lamb
Senior Human Resources Generalist

CLL/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Michal Konopka, School Inspector
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

November 5, 2021

George Walters, III
926 Pearl Lake Rd.
Waterbury, CT 06706

Dear Mr. Walters, III:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #2021742) at \$15.54 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

We have scheduled your orientation for Friday, November 12, 2021 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 November 4, 2021 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,


Cherrie L. Lamb
Senior Human Resources Generalist

CLL/sd

cc Board of Education
Dr. Rufin, Supt of Schools
Michal Konopka, School Inspector
File

Carrie Swain

From: noreply@cabe.myenotice.com on behalf of tdemars@cabe.org
<noreply@cabe.myenotice.com>
Sent: Friday, November 12, 2021 7:02 AM
To: Carrie Swain
Subject: CABA Policy Highlights 11-12-2021

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CABA Policy Highlights

Vincent A. Mustaro, Senior Staff Associate for Policy Service

November 12, 2021

Volume 21 Issue 10

For a PDF version of this Policy Highlights, [Click Here](#)

Report Looks at Trends in High School Graduation Rates: Early data shows little change in graduation rates for the class of 2020, compared with a record high of 85.8% in 2019, according to a report from Civic and the Everyone Graduates Center at Johns Hopkins University School of Education, America's Promise Alliance and the Alliance for Excellent Education. However, the report notes that the country is off pace to meet its goal of a 90% graduation rate, and the report's authors make recommendations to help mitigate the effect of the pandemic, which is disproportionately affecting students from historically disadvantaged groups.

Matt Zalaznick, in an article appearing in *District Administration*, reported that high school graduation rates set a record prior to COVID. The new report he cites "warns that only aggressive efforts will power that progress past the pandemic."

The *District Administration* article reports that in the last school year unaffected by COVID, the nation's high school graduation rate hit an all-time high of 85.8% but historically disadvantaged students were still lagging behind white, Asian, and non-low-income students, according to the 2021 "[Building A Grad Nation](#)" report. However, in 2019, for the first time low-income students reached an 80% graduation rate, but the report also found:

- English learners graduated at a rate 17.9 percentage points below their non-English learner peers.
- While students with disabilities made up 12.3% of the 2019 cohort they accounted for 27.6% of students who did not graduate on time.
- Low-income students accounted for 49.1% of the 2019 graduating cohort but accounted for 69.2% of students who failed to graduate on time.
- Underperforming high schools (those with a grad rate of 67% or less) accounted for 7% of overall enrollment, but 26% of non-graduates.

"The nation is currently off-pace to reach its 90 percent high school graduation rate goal by the class of 2020 and COVID-19 has caused disruptions to education that will be studied for years," says the report. Zalaznick indicates that early evidence shows little impact on graduation rates for the class of 2020 but studies also show a decline in college enrollment.

Prior to COVID, Black and Hispanic students were driving the gains in the national graduation rate though significant gaps persisted in comparison with white students. In 2019, the gap between Black and white graduation rates was 9.8 percentage points and 7.7 percentage points between Hispanic and white students, the report says. Also, students who are low-income, Native American, Hispanic and Black were all overrepresented at low-graduation-rate high schools in 2019, the report found. Further, the deep and unequal effects of the pandemic have almost certainly widened gaps in graduation rates, says the report.

"Each state has different challenges remaining to meet the moment and finish the job of graduating all students from high school ready for college and career in the midst of a global pandemic," the authors of the report say. "In some states, large numbers of students are falling off-track to graduate in alternative schools and in others, nearly all non-graduates are from traditional district neighborhood high schools."

To prevent the pandemic from having a substantial and lasting and inequitable on graduation rates, the report recommends:

1. **Continue to improve graduation rate data collection and reporting.** While the adjusted cohort graduation rate remains the 'gold standard' of metrics in this area, stakeholders can also address variations across states and develop better data disaggregation.
2. **Promote policies that reduce damaging academic disparities.** States should make greater investments in low-performing schools to ensure equitable access to college.
3. **Strengthen the transition from high school to postsecondary and careers.** K-12 education leaders can help students better identify their postsecondary options, including the application process and the course requirements for various career paths. Employers can provide more internships and job shadowing programs. Policymakers can expand high school students' opportunities to earn college credits.
4. **Align state graduation requirements with college admission requirements.** The report found a misalignment between high school graduation requirements and college admissions requirements in nearly all state university systems.
5. **Further examine credit recovery programs.** Credit recovery courses too often provide online learning without teacher-student interaction, which leads to doubts about rigor. Educators must analyze course recovery programs to get a clear picture of student demographics, the average number of and most common courses taken, the percentage of credits

earned and whether students who complete course recovery are prepared for college.

6. **Continue to monitor the impacts of COVID-19 and address the education gaps it exposed.** States that responded to the crisis by altering graduation requirements for the class of 2020 have also risked making future data unreliable. Because the full ramifications of COVID are still impossible to fully comprehend, policymakers must closely monitor student achievement, college preparedness and level of trauma experienced by students.
7. **Expand the use of early warning systems.** Early warning systems can give educators real-time data to signal students who are falling behind but many high schools say they don't have access to the necessary tools. Because these systems can also help educators craft interventions, the report recommends that early warning be implemented far more widely.
8. **Establish a "student success corps."** Such a community organization would help educators by providing more support to students and their families as soon as it is needed.

Source: "Have graduation rates slipped during COVID? 8 ways to reach new heights," by Matt Zalaznick, *District Administration*, October 6, 2021.

Policy Implications: A number of policies pertain to this topic. They include, but are not limited to, the following:

- #6146 ??? Graduation Requirements (also including Mastery-Based Learning)
- #5121 ??? Examinations/Grading/Rating
- #5123 ??? Promotion/Acceleration/ Retention
- #6142 ??? Basic Instructional Program
- #6146.2 ??? Student Proficiency/Mastery Examinations
- #6172.6 ??? Virtual/Online Courses
- #6145.6 ??? Travel and Exchange Programs
- #6172 ??? Alternate Education Programs
- #0523 ??? Equity and Diversity

Research Continues on Value of Gifted Classes: Many programs for gifted students concentrate on enrichment activities while keeping student instruction at grade level, rather than teaching advanced material, according to a 2019 survey. Experts question the value of gifted programs in general, citing inequity in racial distribution and unclear evidence that they improve student achievement.

Jill Barshay, in a report published by The Hechinger Report, addresses the issue of gifted education programs. Her report was prompted by the recent announcement in New York City that it is overhauling gifted and talented programs, eliminating the testing of thousands of 4-year-olds and the city's separate education system of schools and classrooms for students who score high on this one test.

In New York City, roughly 2,500 kindergarteners a year are put into separate gifted and talented classrooms. That's less than 4 percent of the city's public school population and below the national average where almost 7 percent of students are tapped for gifted and talented programs.

Regardless of the number of students, the racial and ethnic composition of the students in gifted and talented programs is often disproportionate. In New York City, white and Asian parents who have the resources and inclination to prepare their 4-year-olds to excel on standardized tests gain more than 75 percent of the coveted seats, although these two groups account for less than a third of all students. Meanwhile, Black and Hispanic students make up more than 65 percent of the public school system but win only 16 percent of the gifted seats.

Nationally, more than 13 percent of all Asian students are enrolled in gifted programs compared with just 4 percent of Black students, according to recent data from the National Center for Education Statistics. Among whites, 8 percent get tapped for gifted classrooms. Among Hispanic students, it's 5 percent. That mirrors long-standing achievement differences on standardized tests but researchers have also found that gifted Black students are often overlooked, especially by white teachers.

Barshay cites a 2021 study in Ohio that found that high-achieving students who score among the top 20 percent on third-grade tests were much less likely to be identified as gifted and stay high achieving if they are Black or low-income students. As they grew up, these Black and low-income high achievers were less likely to go to college.

"If we want to improve the racial or socioeconomic diversity of our colleges and beyond, these are the kids who have the best shot at doing so, and yet our schools are letting them down," said Michael Petrilli, president of the Thomas B. Fordham Institute, an education think tank, which published the Ohio study.

Researchers have been studying ways to diversify the ranks of gifted-and-talented programs. Testing all students rather than relying on teacher recommendations and parent initiative has helped districts identify more students of color who qualify.

"As a general rule, test scores become more accurate as students age with second- or third-grade being when they tend to stabilize," said Scott Peters, an assistant professor of education at the University of Wisconsin-Whitewater, who studies gifted education.

Even with universal screening, the numbers of Black and Hispanic students selected for gifted-and-talented programs can remain disappointing, researchers have found. Racial achievement gaps are real in our society and it isn't easy to overcome them simply by changing test-score thresholds or formulas for who gets admitted into a gifted program.

Barshay reports that a second, equally important line of research is whether gifted-and-talented programs are worthwhile for the students who are in them. Several studies have found that students aren't learning any more when they receive gifted services.

Most recently, a 2021 study published in the journal of Educational Evaluation and Policy Analysis found that gifted programs across the nation provided little

or no academic boost. Perhaps it should be no surprise that students aren't achieving more in gifted classrooms when most educators admit they don't even try to teach advanced material in them. A 2019 survey of teachers in gifted programs, according to Barshay, found they primarily focused on "enrichment activities" such as creative, fun projects and critical thinking exercises and discussions, keeping children on grade-level material, rather than moving them ahead to advanced academic content.

The research consensus, by contrast, argues for propelling high-achieving children ahead with accelerated lessons. "Acceleration has a larger impact on student learning than many common instructional strategies and yet schools tend to rarely use it," said Peters of the University of Wisconsin.

While some students display talent in all subjects, it's far more common to have talent in one domain, such as math but not reading. Scholars say advanced lessons in specific subjects might be more effective and targeted to a student's needs.

University of Wisconsin's Peters argues for preserving gifted education. "Schools love to say that they will just challenge all kids in the regular education classroom," said Peters. "The problem is this tends to include five to seven grade levels of readiness. The result is teachers have to make hard choices on who gets to learn and there is self-report data that kids who are already at grade level don't get attention."

No consensus exists on how best to administer higher-level instruction for children who are already several grade levels above their peers. Across the country, gifted services vary widely. Students may learn in separate classrooms, be pulled out for separate instruction, or sometimes, a specialist is sent into a classroom to work with advanced students in small groups. The research evidence isn't yet clear on which model is most effective.

Source: "PROOF POINTS: What research tells us about gifted education. *Increasing the proportion of Black and Hispanic students remains an elusive goal*" by Jill Barshay, *The Hechinger Report*, October 18, 2021.

Policy Implications: Policy #6172.1, "Gifted Children Program," pertains to this topic. This is currently an optional policy for inclusion in a district's policy manual. This policy will need to be revised due to P.A. 21-199, "AAC Various Revisions to the Educations Statutes." This Act stipulates that no later than January 1, 2022 boards of education must adopt a policy for the equitable identification of gifted and talented students. This makes policy #6172.1 a mandated policy beginning in the 2022-2023 school year. The policy is required to use multiple methods of identification that are in compliance with guidance provided by the Department of Education. CAFE is waiting for such guidance before it revises its existing sample policy.

Connecticut Association of Boards of Education
81 Wolcott Hill Road
Wethersfield, Connecticut 06109
Phone 860-571-7446
Fax 860-571-7452
www.cabe.org



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Meeting Agenda

Group/Team:	BOE Policy & Legislation Committee		
Location: Virtual Meeting via ZOOM 1-646-876-9923 Meeting ID: 86794149943	Date of Meeting: Tuesday November 16, 2021	Start Time: 5:30 p.m.	Finish Time:

Team Norms:
<ol style="list-style-type: none"> 1. All meetings will start on time 2. All issues will be approached with a positive attitude 3. A specific agenda will be set for all meetings 4. All teams members will agree to stay on specific agenda topics 5. Decisions regarding future directions will be based upon actual data

Purpose of Meeting – Instructional Focus:

Agenda Items – (Items should reflect next steps from previous meeting.)			
	Agenda Item	Time Allotted	Person Responsible
	Revised Policy 5112 – Ages of Attendance, as required by P.A. 21-86.		D. Schwartz
	Revised Policy 5113 – Attendance Requirements for Course Credit or Promotion, as required by P.A. 21-46.		D. Schwartz
	Revised Policy 5113.2 – Attendance Requirements for Students under 18 years of Age with Respect to Truancy, as required by P.A. 21-46.		D. Schwartz
	Revised Policy 6146.1 – High School Grading/QPR, as require by P.A. 21-199.		D. Schwartz
3.	Continued discussion: Proposed Rules & Regulations Appendix		A. Sweeney
4.	Continued discussion: Proposed Board Member Handbook		A. Sweeney
5.	Scheduling of next meeting		A. Sweeney

Carrie Swain

From: noreply@cabe.myenotice.com on behalf of tdemars@cabe.org
<noreply@cabe.myenotice.com>
Sent: Tuesday, November 16, 2021 9:30 AM
To: Carrie Swain
Subject: CORRECTION to Policy Highlights of 11/12/2021

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CABE Policy Highlights

Vincent A. Mustaro, Senior Staff Associate for Policy Service

CORRECTION: Policy Highlights 11/12/2021

Please note the following correction to the section from the last issue of Policy Highlights pertaining to the policy regarding gifted and talented students:

Policy Implications: Policy #6172.1, "Gifted Children Program," pertains to this topic. This is currently an optional policy for inclusion in a district's policy manual. This policy will need to be revised due to P.A. 21-199, "AAC Various Revisions to the Educations Statutes." This Act stipulates that no later than ~~January~~ **July 1, 2022** boards of education must adopt a policy for the equitable identification of gifted and talented students. This makes policy #6172.1 a mandated policy beginning in the 2022-2023 school year. The policy is required to use multiple methods of identification that are in compliance with guidance

provided by the Department of Education. CABA is waiting for such guidance before it revises its existing sample policy.

I apologize for this error and any difficulty it may have caused.

Sincerely,
Vincent A. Mustaro

Connecticut Association of Boards of Education
81 Wolcott Hill Road
Wethersfield, Connecticut 06109
800-317-0033 or 860-571-7446
Fax 860-571-7452
www.cabe.org



[Unsubscribe](#) from this eNotice.

From: Tim Moynahan <tconstant@moynahanlawfirm.com>
Sent: Friday, November 12, 2021 2:17 PM
To: Tim Moynahan
Subject: Walmart CRT Training Encourages Employees to Accept That 'White Is Not Right'

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.

Walmart CRT Training Encourages Employees to Accept That 'White Is Not Right'

(A) What each member of every Board of Education must know about CRT:

- 1) it is racist
- 2) it is being taught in some K-12 schools in the U.S. (I don't know how many) with the intent to expand--- in addition to higher education
- 3) it is being required of adults in various large companies/organizations across America
- 4) its critics are not the ones with hateful beliefs
- 5) it does not give kids "tools" needed to function in the world (not science, technology, math, language--you know the small stuff)
- 6) Last summer Education Secretary Miguel Cardona planned on tying school funding across America to the teaching of CRT but walked back after the outcry
- 7) CRT is and being pursued unofficially and quietly expanded at this very moment
- 8) Parents should have a large say in telling schools what they should teach....they aren't the government's kids and parents are not "dokey"...they are your partners

(B) What each member of every Board of Education must be aware of about CRT in your particular education system.

- 1) CRT has likely gained a foothold in your school system under the banner of "cultural consciousness"
- 2) the curriculum for which you are responsible is already teaching "racism" more often than not cleverly disguised
- 3) Some (many?) of your fellow Board Members have swallowed the snake oil and are likely to brand you as bigots and racists if you demand transparency
- 4) you are obligated to consider the indoctrination you have been subject to from: the SERC, written materials, seminars, etc. The persistent propaganda!
- 5) Inquire if your students are taught that they are functioning..."completely soaked in racist ideas."

6) Are students being taught of oppression enforced by covert white supremacy, or, taught to rank themselves according to "power and privilege"

7) realize proponents of CRT are aware of being scrutinized and so are operating by stealth, suggestion, indirection, every sort of guile, in addition to overt measures

8) CRT is not an honest reckoning with our nation's history. Don't be fooled by moderate/friendly tones which is merely a strategy to convince.

(C) What each member of every Board of Education must do

1) do not allow children to be taught that 'white bad' and allow people to be forced to say so, even little kids.

2) do not reflexively concur that your educational system is not teaching CRT in any form. Examine for subtle, as well as, not so subtle incursions of the doctrine

3) require accountability in the form of written reports to yourselves from teachers, every half semester, regarding what has been taught in the classrooms

4) require summaries from students every half semester regarding what they have been taught. Increase monitoring and report accountability to parents.

5) Fully accept the responsibility that you are "in loco parentis" and responsible for the children under your care.

(D) What is the Primary Obligation of each member of every Board of Education

It is not sufficient to prohibit the teaching of CRT. It is the Primary Obligation (PO) of each Board Member to identify every premise and doctrine of CRT and actively advocate teaching against it. It must not be ignored. It will not go away or magically disappear. It must, like the noxious weed that it is, be pulled out by its roots, every root and strand to be examined in the class room and eliminated. It is incumbent on you to know the enemy and not allow it to have a latent presence in the courses being taught. History must be taught in the fullness of its triumphs and tragedies but it must not be skewed through the prisms of CRT. Sugar coating is not allowed is a fair premise upon which to proceed. and, by all means go public with the steps you are taking. Parents and public must know of your principled stances and who opposes you. You must make clear exactly what is being taught outright and what is being smuggled in. And you must disseminate that information to the widest audience possible, along with what you approve of and what you disapprove. You are to be applauded for being willing to serve but now your constituents must have the means to measure your service according to their lights and consistent with the dictates of your consciences.

(E) What red flags must each member of every Board of Education be alert to in order to prevent it's planting in the classrooms

1) "white supremacy is a system created by white Europeans, for the purpose of assigning and maintaining white skin access to power and privilege."

2) The United States is a "white supremacy system" and teaches that we are guilty of "white supremacy thinking" and "internalized racial superiority."

3) "White supremacy culture" is defined by "individualism" "objectivity" "paternalism" defensiveness" "power hoarding" "right to comfort and worship of the written word"

4) racial minorities suffer from "constructed racist oppressors and internalized racial inferiority, they struggle with internal messaging such as, "we believe that there is something wrong with people of color" "we have suffered lowered self-esteem" "we have lowered expectations" "we have very limited choices" "we have a sense of limited possibilities"

5) racial minorities are forced to buy into the myths perpetrated by a racist system and develop feelings of "self-hate" rage and ethnocentrism----are forced to "forget" "lie" and "stop feeling" to survive

6) the solution is for white people to work on "white anti-racist development" and to accept the "guilt and shame ' and that which is "not white"

7) teaching that America is a system of White supremacy

8) teaching that Capitalism is racist

(F) A Heartfelt Plea to each member of every Board of Education

CRT expands not lessens the divisions in our country. It is the exact opposite of what it advertises itself to be. It is not an attempt at achieving long sought racial fairness and equality as is evident in the plea for equity(equal outcomes) rather than equality. (equal opportunities). It is apt to declare that CRT as lunacy and the way madness lies. There is a permeability between madness and sanity and it is easy to slip from one to the other. I appeal to you as Keepers of the Gates of Education who have undertaken the enormous task of overseeing the education of the next generation. You are our best hope and first line of defense against the curricula that surreptitiously entered into the realm where children are entrusted to teachers and administrators for their advancement in learning and the experience of brotherhood. Intercede now that the creation of racially segregated "Student Affinity Groups and the implementation of " a collective equity framework" has been revealed. Announce its presence where you discern it where you discern it and be proactively engaged by working in unison with parents to fulfill your Primary Obligations (PO) as enunciated in Section D above.

<https://news.yahoo.com/walmart-crt-training-encourages-employees-004125475.html>

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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