## Board of Education

#### REGULAR MEETING

Thursday, June 17, 2021 – 6:30 p.m.

Virtual Meeting via ZOOM (updated with new speaker call in number)

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 <a href="https://youtu.be/t1iBjWi67hU">https://youtu.be/t1iBjWi67hU</a> or listened to via teleconference by calling 1-701-802-5303 with access code 7755337.

For information regarding agenda items please visit <a href="www.waterbury.k12.ct.us/board">www.waterbury.k12.ct.us/board</a> and refer to the June 17, 2021 Meeting Agenda AND June 3, 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.

## AGENDA

- 1. Silent Prayer
- 2. Pledge of Allegiance to the Flag
- 3. Roll Call
- 4. Communications
  - a) Copy of communication dated May 14, 2021 from Civil Service to Kevin Cardona Colon regarding temporary and at will employment as Temporary Maintainer I.
  - b) Copy of communications dated May 18, 2021 from Civil Service certifying George Hage and Fatbardha Aidini for the position of Paraprofessional.
  - c) Email communication dated May 19, 2021 from Stephen Baldwin regarding WAMS prom.
  - d) Email communication dated May 28, 2021 from CABE regarding Policy Highlights.
  - e) Copy of communication dated May 24, 2021 from Civil Service certifying Joseph Orsatti for the position of Maintainer I.
  - f) Email communication dated June 3, 2021 from Robert Goodrich, R.A.C.C.E., regarding COVID relief funding.
  - g) Copy of communication dated June 8, 2021 from Civil Service to Seimon Salam regarding temporary and at will employment as Temporary Maintainer I.
  - h) Email communication dated June 11, 2021 from CABE regarding Policy Highlights.
- **Public Addresses the Board** (see instructions above) All speakers are encouraged to submit prepared written statements to the Commissioners. Comments shall be limited to a maximum of five minutes. There will be no responses this evening to any questions or concerns raised; they will be referred to the Administration for review and response.
- 6. Superintendent's Announcements
- 7. President's Comments
- 8. Student Representatives' Comments

#### 9. Consent Calendar

- 9.1 *Committee on Finance:* Request approval of Amendment Number One to the Agreement with various agencies for sub-grantee services under the School Readiness and Child Day Care Grant.
- 9.2 *Committee on Finance:* Request approval of a Professional Services Agreement with PTSMA, Inc., d/b/a Select Physical Therapy for athletic trainer services for interscholastic athletics.
- 9.3 *Committee on Finance:* Request approval of a Memorandum of Understanding with Tata America International for TCS Train the Trainer and goIT Program.
- 9.4 *Committee on Finance:* Request approval of a Student Intern Affiliation Agreement with Naugatuck Valley Community College (NVCC) for School Social Work/Human Services Interns.
- 9.5 *Committee on Finance:* Request approval of an Agreement with The Waterbury Young Men's Christian Association (YMCA) for transition services for students with disabilities.
- 9.6 *Committee on Finance:* Request approval of an Agreement with EdADVANCE transition services for students with disabilities.
- 9.7 *Committee on Finance:* Request approval of an Agreement with Cooperative Educational Services for educational services for students with disabilities.
- 9.8 *Committee on Finance:* Request approval of an Agreement The Connecticut Institute for the Blind, Inc., d/b/a Oak Hill, for educational services for students with disabilities.
- 9.9 *Committee on Finance:* Request approval of a Partner Agreement with Relay Graduate School of Education for Relay Teaching Residency Alternate Route to Certification Program.
- 9.10 *Committee on Finance:* Request approval to apply for the Connecticut State Department of Education 2021-2023 Primary Mental Health Program Grant for Duggan, Wendell Cross, and Sprague Schools.
- 9.11 *Committee on Finance:* Request approval to apply for the Connecticut State Department of Emergency Services & Public Protection, Division of Emergency Management and Homeland Security "Multi-Media School Security Competitive Grant".
- 9.12 *Committee on Finance:* Request approval of a transfer in the 2020/2021 Fiscal Year budget.

- 9.13 *Committee on Finance:* Request approval of the Department of Education's 2021/22 fiscal year budget.
- 9.14 *Committee on Building & School Facilities:* Use of school facilities by school organizations and/or City departments.
- 9.15 *Committee on Building & School Facilities:* Use of school facilities by outside organizations and/or waiver requests.

#### 10. Items removed from Consent Calendar

- 11. Committee on Finance Commissioner Orso
- 11.1 Request approval of a Contract with M. J. Daly, LLC for boiler replacement at Hopeville School.
- 11.2 Request approval of an Agreement with Greater Waterbury Young Men's Christian Association for Summer Day Camp Program at Camp Mataucha.

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

- 12. Committee on School Personnel Commissioner Stango
- 12.1 Tinker Elementary Vice Principal Appointment.
- 12.2 Sabbatical leave request.
- 12.3 Supervisor of Talent & Professional Development Appointment.

#### 13. Superintendent's Notification to the Board

#### 13.1 Athletic appointments:

Iannantuoni, Jolee – WSMS Head Swimming Coach, effective 11/01/21. Perusse, Joseph – WHS Associate Unified Coach, effective 08/26/21. Soeprasetyo, Preston – WHS Football Coach, effective 08/17/21.

#### 13.2 Appointments:

Blaney, Sean – Extended School Year (ESY) Administrator.

Brown, Heather – Middle School Extended Academic Support (EAS) Summer Program, Site Administrator, NEMS.

Caldarone, Paul – Middle School Extended Academic Support (EAS) Summer Program, Site Administrator, WSMS.

Carpenter, Ryan – Middle School Extended Academic Support (EAS) Summer Program Coordinator.

Cremens, Lauren – EAS School Counselor, NEMS.

Dunn, Brittany – Elementary Extended Academic Support (EAS) Summer Program District Coordinator.

Egan, Jennifer – Middle School Camp Coordinator.

Foster, Shernett – EAS Site Coordinator, Reed.

Gomez, Bridget – EAS Site Coordinator, Carrington.

Irrera, Raymond – High School Summer School Coordinator.

Jannetty, Dana – CTE Curriculum Writing Summer Committee.

Miller, Jamie Miller – Extended School Year (ESY) Coordinator.

Mikaiel-Chartouni, Tagrid – EAS School Counselor, Duggan.

Phostole, Sean – Extended School Year (ESY) Administrator.

Pinho, Kelly – EAS Site Coordinator, Duggan.

Rosado, Debra – EAS School Counselor, WMS.

Sullivan, Ryan – EAS Site Coordinator, Gilmartin.

Vorio, Daniel – Middle School Extended Academic Support Administrator (EAS), WMS.

Webb, George – EAS School Counselor, Reed

Wengertsman, Emily – EAS School Counselor, WSMS.

#### 13.3 Grant funded appointments:

Name	Position/Location	FT/PT	Rate of Pay	Union	Effective
David Schepis	Hall Monitor	PT	\$90.00/day	Non BOE	5/27/21
	Enlightenment				
Anthony Petrillo	Network Specialist	FT	\$19.48/hr	UPSEU69	6/10/21
	Chase Building – WMS				
Joseph Finley III	Network Specialist	FT	\$19.48/hr	UPSEU69	6/10/21
	Chase Building				

#### 13.4 Maloney Summer Experience Staff List 2021:

Kindergarten: Math – Cherie Couture

Technology/Science – David Couture

Reading – Siobhan Kalnins, Marlene Madera

First Grade: Math – Katie Card

Reading – Leah Grabowski

Technology/Science – Barbara Moulthrop

Second Grade Math – Taylor Buonocore

Reading – Jennifer Hibbs

Technology/Science – Dana Cancro

Third Grade & Math – Katie Barbieri

Fourth Grade Writing/Reading – Esther D'Esposito

Science/Technology – Andrew Dunn

IT: Craig Everett

Secretaries: Shanna Zawislak, Anna Perugini

Sight Coordinator: Ann Drewry (Donna Cullen will monitor the program)

Admin Sub: Stacey Gittings
Curriculum Support: Margaret Palomba

## 13.5 Rotella Summer School Extended Academic Support Program 2021 Appointments,

July 6-9; 12-15; 19-22; 26-29:

Administrator Dana Wallace, Melissa Vargas (sub)
Teachers: Julia Matthews, Mary Monroe

Monica Santovasi, Veronica Summerfield

Danielle Toussaint, Odet Simoes Michele Parks, McKenzie Abraham Kathryn Ijomah, Karen Woodward

Classroom Teaching Assistants: Yllke Tytymce, Melissa Salvatore Teacher Substitutes: Suzanne Dionne, Sarah Jackson

Marly Parker, Karen Woodward

A/V Tech: Bryan Michaud Secretary: Lisa Alexander

#### 13.6 Middle School STEM Summer Camp appointments (eight days):

Correa, Jennifer Gluz, Debra Gomez, Andrea LaBarba, Lou McWhirt, Scott Ortiz, Alyson Rodrigues, Benson Torres, Lianne Traver, Jessica

## 13.7 <u>Extended Academic Support (EAS) Internal WTA Hires and External Certified</u> recommendations

Last	First	<b>Assigned School</b>	EAS Grade
INTERNAL WTA			
Abarzua	Lauren	Carrington	K
Azar Billini	Maria	Duggan	Bilingual 2
Belica	Flora	Reed	1
Bell	Nicholas	Duggan	5
Brown	Susan	Gilmartin	2
Ciccone	Melissa	Reed	K
Corbo	Cherie	Duggan	2 ELA
Coty	Heidi	Reed	4 ELA
Davino	Melissa	Gilmartin	K
Desanto	Christine	Duggan	4
Fleming	Sonya	Carrington	1
Gannon	Danielle	Duggan	1
Gaudiosi-Anguri	Karen	Duggan	3
GJOLLE	BESMIRA	Reed	ESL 2
Hill	Elaine	Gilmartin	4
Mancini	Mark	Dugan	4
Matarazzo	Kristen	Gilmartin	3
Mayo	Colin	Carrington	STEM/Enrichment/GR3
McCasland	Maureen	Duggan	K
McCue	Erin	Reed	3
Meaney	Tricia	Gilmartin	K
Nazario	Katherine	Reed	5
O'Donnell	Jennifer	Reed	1
Osagie	NANCY	Gilmartin	3
Paglia	Marissa	Duggan	K
Poulter	Dennis	Gilmartin	5
Rivera	Mirta	Gilmartin	Bilingual 1

Rivera Arroyo	Kalyrin	Gilmartin	1
Rizzo	Lisa	Reed	3 ELA
Robinson	Debra	Gilmartin	4
Sodano	Bridgette	Gilmartin	2
Strumi	Manuela	Reed	2
Virdee	Robin	Carrington	2
Wells	Kelley	Duggan	5

## 13.8 <u>Extended Academic Support (EAS) Middle School Summer School teacher appointments:</u>

Last	First	<b>Assigned School</b>	Subject
Banks	Melissa	Wallace	Interdisciplinary
Brown	Charlene	NEMS	Interdisciplinary
Caviasca	Kerry	WSMS	Interdisciplinary
Davitt-Wells	Robin	Wallace	Interdisciplinary
Garcia	Julio	WSMS	Bilingual
Gjolle	Besmira	Wallace	Interdisciplinary
Johnson	Sequoia	WSMS	Interdisciplinary
Kalach	Kevin	WSMS	Interdisciplinary
LaBonte	Stephanie	NEMS	ELA
Maunsell	Michael	NEMS	Math
Medina	Lori	WSMS	ELA
Notchick	Maria	NEMS	ELA
Patnaude	Nicholaus	WSMS	ELA
Pelosi	Emily	Wallace	Math
Pete	Latasha	Wallace	Math
Peters	Courtney	Wallace	ELA
Pratt	Lena	WSMS	ELA
Romano	Lisa	Wallace	ELA
Scursso	Laurie	WSMS	Math

#### 13.9 Extended Academic Support (EAS) High School Summer School teacher appointments:

Last	First	Subject
Caruso	Anthony	ELA
Deveau	Heather	ELA
Donohue	Kelly	ELA
Frank - Blanchard	Lauren	ELA
Hinton	Marci	ELA
Mancini	Dana	ELA
Feliz	Ashley	History
Garcia	Ryan	History
Lins	Alexandrea	History

Sarlo	Christopher	History
Rodriguez	Lynette	Math
Scialla	Marlena	Math
Sullivan	Carly	Math
Thomas	Richard	Math
Paradis	Sara	Phys Ed
Thibodeau	Hannah	Phys Ed
Clark	Meredith	Science
Correa	Jennifer	Science
Kumar	Usha	Science
Kearns	Maura	Spanish
Robalino	Alexandra	Spanish

#### 13.10 Extended School Year (ESY) non-certified staff appointments:

Luz	Alicea	Natalia	Korbusieski
Miriam	Alonso	Simone	Lacy
Carmen	Andino	Amy	LaFountain
Robin	Andrikis	Anairis	Lajara
Lisa	Antidormi	Rachel	Lamb
Prosenjeet	Basu	Latanya	Levett
Judy	Biolo	Marlene	Lopez
Kelley	Canfield	Michele	Marchetti
Kristin	Canfield	Joseph	Martinez
Ann	Cianciolo	Lisa	McCombs
Lisa	Cipriano	Barbara	McDonald
Nera	Clemente	Vickie	Mullen-Gillyard
Kaitlyn	Cocchiola	Tadiya	Nestor
Sharon	Colangelo	Donna	Orsatti
Iris	Cosme	Maria D.	Padua
Denise	Del Moral	Cynthia	Painter
Mariangela	DiCesare	Oscar	Perez
Angelia	Dowdell	John	Phelan
Elizabeth	Dreher	Alexi	Pittman
Laura	Dunlap	Ligia	Ramos
Edlira	Dusha	Veronica	Rek
Jacqueline	Edwards	Maximina	Reyes
Kathleen	Falzarano	Joseph	Rinaldi
Cheryl	Farina	Paula	Rouleau
Gina	Farrington	Maria	Sanchez
Marlene	Ferrao	Yvonne	SantaMaria
Michele	Ferrucci	Maritza	Santiago
Regina	Field	Madeline	Santiago
Natalie	Fox	Monica	Schiavo
Julie	Geary	Sarah	Silver
Kendra	George	Shelley	Stamp

Christiana Sylvester Melissa Grossman Marnie Guerrera Amanda Teal Paula Gina Turner Hardy Van Stone Arthur Harrison **Emily** Eileen Ronda Hendrickson Walaitis Giovanna Hudson Jamie Walsh Sheri Sarah Watson (Ward Watson) **Jameson** 

Sherrie Janatiss Lois Wilks-Looby Joy Johnson Monica Williams Ferba Johnson Shaileen Williams

Lori Justice Verretta Williams Iverson

Karrie Kasidas Cindy Kee

Xhafi

#### 13.11 Adult Education summer appointments effective July 1, 2021:

Adult Education summer appointments effective July 1, 2021:					
NAME		POSITION	HRS/RATE		
<b>ADULT HIGH SCHO</b>	OL CREDIT DI	PLOMA (AHSCDP):			
Linskey	Tara	Health Instructor	21 hrs p/wk @ \$33.00 p/hr		
McDonald	Brian	Substitute	@ \$33.00 p/hr		
Mobilio	James	Social Studies Instructor	21 hrs p/wk @ \$33.00 p/hr		
Moreau	Margaret	Math Instructor	21 hrs p/wk @ 33.00 p/hr		
Mottillo	Carissa	English Instructor	21 hrs p/wk @ \$33.00 p/hr		
Muro	Nancy	Career Educ. Instructor	21 hrs p/wk @ \$33.00 p/hr		
Person	Jocelyn	Science Instructor	21 hrs p/wk @ \$33.00 p/hr		
Riemer	Wayne	English Instructor	21 hrs p/wk @ \$33.00 p/hr		
AHSCDP INDEPENDE	NT PROJECTS:	:			
Harper	James	English Usage	10 hrs p/wk @ \$33.00 p/hr		
Harper	Julia	Human Biology	10 hrs p/wk @ \$33.00 p/hr		
ADULT BASIC EDUCA	ATION (ABE)/G	SENERAL EDUCATION DEV	ELOPMENT (GED):		
Baranowski	Judith	ABE Instructor	21 hrs p/wk @ \$33.00 p/hr		
Scursso	Lori	ABE Instructor	21 hrs p/wk @ \$33.00 p/hr		
Veneziano	Ellen	GED Instructor	21 hrs p/wk @ \$33.00 p/hr		
<b>GUIDANCE STAFF:</b>					
Aucella	Laurence	ESL School Counselor	21 hrs p/wk @ \$33.00 p/hr		
Jordan	Ellen	School Counselor	21 hrs p/wk @ \$33.00 p/hr		
Maschi	Suzette	School Counselor	21 hrs p/wk @ \$33.00 p/hr		
Michie	Erika	ESL Guidance Secretary	21 hrs p/wk @ \$14.00 p/hr		
ENGLISH AS A SECO	ND LANGUAGE	E (ESL):			
Chesnas	Stanley	ESL Facilitator	30 hrs p/wk @ \$33.00 p/hr		
Martinez	Mildred	ESL Instructor	12 hrs p/wk @ \$33.00 p/hr		
Salgado	Roberto	ESL Instructor	12 hrs p/wk @ \$33.00 p/hr		
Soto	Denise	ESL Instructor	12 hrs p/wk @ \$33.00 p/hr		

#### LITERACY, ADULT AND COMMUNITY EDUCATION SYSTEMS (LACES):

Ermonela

Monaco Roxanne Administrator 12 hrs p/wk @ \$37.59 p/hr

**ESL Instructor** 

12 hrs p/wk @ \$33.00 p/hr

#### **TECHNOLOGY:**

Blancato	Alfred	Computer Analyst	21 hrs p/wk @ \$24.00 p/hr
Santoro	Joseph	Computer Analyst	35 hrs p/wk @ \$24.00 p/hr

#### **EDUCATIONAL AIDES:**

Nonamaker	Kim	ABE	21 hrs p/wk @ \$21.50 p/hr
Page	Tayler	CDP	21 hrs p/wk @ \$21.50 p/hr
Pelletier	Laurie	Bookroom Aide	21 hrs p/wk @ \$12.00 p/hr
SantaBarbara, Sr.	Louise	Res. Room/Registration	21 hrs p/wk @ \$21.50 p/hr
Wasilewski	Diane	GED	21 hrs p/wk @ \$21.50 p/hr

#### **GED EXAMINATION:**

Bacik	Madeleine	CBT Test Admin.	As needed @ \$27.36 p/hr
Felton	Tanya	CBT Test Admin.	As needed @ \$17.57 p/hr
Rinaldi	Nancy	CBT Test Admin.	As needed @ \$15.85 p/hr
lasevoli	Luigi	Saturday Security	As needed @ \$20.00 p/hr

#### **SECURITY:**

DeBonis	Michael C	Security/Aide	30 hrs p/wk @ \$21.50 p/hr
Iasevoli	Luigi	Security	30 hrs p/wk @ \$20.00 p/hr

#### **CUSTODIAL/AIDES:**

Evon	Randy	Security/Custodial Aide	35 hrs p/wk @ \$13.00 p/hr
laiennaro	Michael	Security/Custodial Aide	30 hrs p/wk @ \$12.00 p/hr
lasevoli	Peter	Head Custodian	35 hrs p/wk @ \$16.50 p/hr
McLean	William	Security/Custodial Aide	35 hrs p/wk @ \$12.00 p/hr

#### 13.12 <u>Involuntary Teacher Transfers effective 2021-2022 school year:</u>

LAST NAME	FIRST NAME	FROM:	TO:
		Previous School Location	New School Location
Azab	Jaime	Walsh Gr 5	Walsh Gr K
Battaglia	William	Crosby Tech Ed -	WCA Tech Ed Mfg.
		Electronics/Graphics	
Belvedere	Ralph	WAMS Italian (5 Classes)	WAMS Italian (2 Classes)
			Chorus (3 Classes)
Caiazzo	Margaret	Duggan Gr K (Temporary)	Driggs Pre-K Reg. Ed
			(Permanent)
Ciccone	Melissa	Bucks Hill Reading	Bucks Hill Lit. Facilitator
Coniku	Vistela	WSMS Math Gr 6	WSMS Math Gr 7
Cordon	Amy	WAMS Gr 6 Science	WAMS Gr 7 Science
Depillo	Debra	WSMS Math Gr 8	WSMS Numeracy
Fengler	Deanna	Sprague Pre-K Reg. Ed	Sprague Pre-K Reg. Ed
		(Temporary)	(Permanent)
Fogarty	Erin	Maloney Gr 2	Maloney Math Coach
Hoagland	Stephanie	Reed Special Ed MS	Reed Special Ed Elem.
Keller	Mysti	NEMS Literacy Teacher	NEMS ELA Gr 7
Longo	Beth	NEMS ELA Gr 7	NEMS Literacy Teacher
Marquis	Hailey	Driggs Gr 3	Driggs Gr 4
Menzies	Jillian	Driggs Gr 4	Driggs Special Ed
Miller	Wesley	WSMS Numeracy	WSMS Math Gr 8

Moscaritolo	Ashley	WAMS Gr 7 Science	WAMS Gr 8 Science
O'Donnell	Caitlin	Chase Gr 3	Chase Gr 4
Russo	Christopher	Carrington Gr 4	Carrington Gr 5
Schultz	Olivia	Carrington Gr 5	Carrington Gr 4
Wells	Traci	Enlightenment ELA MS	Enlightenment ELA HS
Williams	Patricia	Crosby/WCA/WAMS Literacy	Crosby/WCA/WAMS Literacy
		Facilitator (Temporary)	Facilitator (Permanent)
Zappone	Evette	Kennedy/Wilby Literacy	Kennedy/Wilby Literacy
		Facilitator (Temporary)	Facilitator (Permanent)
Noss	Alysha	Driggs Pre-K Reg. Ed	Wilson Pre-K Reg. Ed
		(Temporary)	(Permanent)

#### 13.13 <u>Food Service Summer Program appointments:</u>

<u>Name</u>	<u>Last Name</u>	<u>Positions</u>	<u>Site-Location</u>	<u>Rate</u>
Sherl	Knight	Site Supervisor	Bags Foundation	\$13.00
Ciara	Pedraza	Site Supervisor	Boys/Girls Club	\$13.00
Sylvia	Labron	Site Supervisor	Bucks Hill Annex	\$13.00
Rose	Sarandrea	Site Supervisor	Carrington	\$13.00
Diane	Martone	Site Supervisor	Carrington	\$13.00
Mary	Leopizzo	Site Supervisor	Carrington	\$13.00
Agnes	Colon	Site Supervisor	Crosby/Wallace	\$13.00
Kim	Plude	Site Supervisor	Crosby/Wallace	\$13.00
Mayra	Acuna	Site Supervisor	Crosby/Wallace	\$13.00
Carolyn	Thorpe	Site Supervisor	Crosby/Wallace	\$13.00
Elizabeth	Guisto	Site Supervisor	Duggan	\$13.00
Terri	Brooks	Site Supervisor	Duggan	\$13.00
Martha	Thomas	Site Supervisor	Duggan	\$13.00
Nancy	Roldan	Site Supervisor	Generali	\$13.00
Monica	Ramos	Site supervisor	Gilmartin	\$13.00
Bernadette	Donnelly	Site Supervisor	Gilmartin	\$13.00
Barbara	Slogeris	Site Supervisor	Gilmartin	\$13.00
Paula	Mucci	Site Supervisor	Lighthouse Daycare	\$13.00
Sue	Lugo	Site Supervisor	Reed	\$13.00
Nola	Santiago	Site Supervisor	Reed	\$13.00
Iris	Perez	Site Supervisor	Reed	\$13.00
Nilda	Cortes	Site Supervisor	River Baldwin	\$13.00
Elaine	Greco	Site Supervisor	Rivera Memorial	\$13.00
Elizabeth	DosSantos	Site Supervisor	Rotella Magnet Schoo	\$13.00
Mamie	Parker	Site Supervisor	Rotella Magnet Schoo	\$13.00
Maria	Rivera	Site Supervisor	Waterbury Pal	\$13.00
Rose	Sarandrea	Site Supervisor	WCA	\$13.00
Mary	Leopizzo	Site Supervisor	WCA	\$13.00
Terra	Saunders	Site Supervisor	West Side M.S.	\$13.00
Barbara	Kazlauskas	Site Supervisor	West Side M.S.	\$13.00
Nancy	Evon	Site Supervisor	Wilby/North End M.S.	\$13.00

Micki-Von	Ivester	Site Supervisor	Wilby/North End M.S.	\$13.00
Arellys	Cruz	Site Supervisor	Wilby/North End M.S.	\$13.00
Seritha	Anglin	Site Supervisor	WOW	\$13.00
Maria	Rego	Monitor	WAMS	\$14.50
Michelle	Musco	Monitor	WAMS	\$14.50
Amy	Daugerdas	Monitor	WAMS	\$14.50
Marilin	Smith	Prep	WAMS	\$13.50
Linda	Generali	Prep	WAMS	\$13.50
Patricia	Lowe	Prep	WAMS	\$13.50
Chasity	Hernandez	Prep	WAMS	\$13.50
Alice	Pinto	Prep	WAMS	\$13.50
Robin	Capozio	Prep	WAMS	\$13.50
Debbie	Finke	Coordinator	WAMS	\$35.00
Isabel	DeSousa	Coordinator	WAMS	\$30.00

#### 13.14 Voluntary Teacher Transfers effective 2021-2022 School Year:

LAST NAME	FIRST NAME	FROM:	TO:
		<b>Previous School Location</b>	New School Location
Accetura	Kailyn	Wallace Gr 6 Science	Wendell Gr 5
Defazio	Alana	Regan Gr 5	Wendell Gr 4
Healey	Tara	Wilson Gr 1	Wendell Gr 1
Knapp	Kelly	Wendell Gr 4	Wendell Gr 2
Obst	Karen	Driggs Pre-K Reg. Ed	Wendell Pre-K Reg. Ed
Steffero	Melissa	Reed Gr 3	Wendell Gr 3

#### 13.15 Retirements:

Bouchard-McCulloch, Nancy – Carrington Special Education, effective 06/16/21.

Ferreira, Jose – WCA Tech Ed/Information Technology, effective 06/30/21.

Stanco, Barbara – Rotella PreK, effective 06/16/21.

Veneziano, Ellen – CHS Math, effective 06/16/21.

#### 13.16 Resignations:

Deer, Patricia – CHS School Counselor, effective 06/30/21.

Drewry, Paul – WHS Vice Principal, effective 06/30/21.

Howard, Emily – Bucks Hill Annex PreK Special Ed, effective 06/16/21.

Perkins, Melissa – WSMS Guidance Counselor, effective 08/25/21.

Ponte, Debra – Principal, W. Cross, effective 06/30/21.

Trocolla, Lillian – KHS Bilingual Science & Math, effective 06/16/21.

Tyson-Salinas, Reginald – WSMS Band, effective 06/16/21.

Walsh, Molly – Reed Speech Language Pathologist, effective 06/16/21.

#### 14. Adjournment

Waterbury, Connecticut

#### **COMMITTEE ON FINANCE**

Item #9.1

June 17, 2021

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve Amendment Number One to the Agreement (template attached), with the following agencies, for Sub-Grantee Services under the School Readiness Program for Program:

#### **Agency**

- 1. The Ark Child Development Center
- 2. Catholic Charities
- 3. Children's Community School
- 4. Children's Village
- 5. Easterseals Children's Academy East, West & Children's Center
- 6. Greater Waterbury YMCA
- 7. Naugatuck Valley Community College Child Development Center
- 8. Muriel Moore Child Development Center (NOI)
- 9. St. Mary's Hospital Child Development Center
- 10. TEAM @ Slocum School
- 11. Waterbury Board of Education

Waterbury, Connecticut

#### **COMMITTEE ON FINANCE**

Item #9.2

June 17, 2021

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve of a Professional Services Agreement with PTSMA, Inc., d/b/a Select Physical Therapy, for a three-year period, to provide athletic trainer services for interscholastic athletics.

Approved	
Rocco F. Orso	

Waterbury, Connecticut

## **COMMITTEE ON FINANCE**

Item #9.3

June 17, 2021

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve a Memorandum of Understanding, at no cost, with Tata America International for TCS Train the Trainer and goIT Program.

Approved	
Rocco F. Orso	

Waterbury, Connecticut

## **COMMITTEE ON FINANCE**

Item #9.4

June 17, 2021

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve a Student Intern Affiliation Agreement with Naugatuck Valley Community College (NVCC), for a two-year period and at no cost, to provide School Social Work/Human Services Interns.

Approved:	
Rocco F. Orso	

Waterbury, Connecticut

#### **COMMITTEE ON FINANCE**

Item #9.5

June 17, 2021

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve an Agreement with The Waterbury Young Men's Christian Association (YMCA), for a three-year period and at no cost, to provide transition services for students with disabilities.

Approved:	
Rocco F. Orso	

Waterbury, Connecticut

## **COMMITTEE ON FINANCE**

Item #9.6

June 17, 2021

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board approve an Agreement with EdAdvance, for a three-year period, to provide transition services to students with disabilities.

Approved:	
Rocco F Orso	

Waterbury, Connecticut

## **COMMITTEE ON FINANCE**

Item #9.7

June 17, 2021

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve an Agreement with Cooperative Educational Services, for a three-year period, to provide transition services to students with disabilities.

Approved:	
Rocco F Orso	

Waterbury, Connecticut

#### **COMMITTEE ON FINANCE**

Item #9.8

June 17, 2021

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve an Agreement with The Connecticut Institute for the Blind, Inc., d/b/a Oak Hill, for a three-year period, to provide educational services to students with disabilities.

Approved:	
Rocco F Orso	

Waterbury, Connecticut

## **COMMITTEE ON FINANCE**

Item #9.9

June 17, 2021

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve of a Partner Agreement with Relay Graduate School of Education, for a three-year period, for Relay Teaching Residency Alternate Route to Certification Program.

Approved:	
Rocco F. Orso	

Waterbury, Connecticut

#### **COMMITTEE ON FINANCE**

Item #9.10

June 17, 2021

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve to apply for the Connecticut State Department of Education Primary Mental Health Program Grant (2021-2023) for Duggan, Wendell Cross, and Sprague Schools.

Approved:	
Rocco F Orso	

Waterbury, Connecticut

## **COMMITTEE ON FINANCE**

Item #9.11

June 17, 2021

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve to apply for the Connecticut State Department of Emergency Services & Public Protection, Division of Emergency management and Homeland Security "Multi-Media (2021) School Security Competitive Grant".

Approved:	
Rocco F. Orso	

Waterbury, Connecticut

## **COMMITTEE ON FINANCE**

Item #9.12

June 17, 2021

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve the following transfers in the 2020/2021 budget totaling \$2,478,000.00:

#### FROM:

Unit	Account	Description	Amount	
85110001	511102	West Side - Teachers	(\$1,050,000)	
88031006	511225	Operation & Maintenance - School Maintenance	(\$175,000)	
88031006	511650	Operation & Maintenance - Overtime	(\$270,000)	
88510001	511228	Special Education - Paraprofessionals	(\$370,000)	
88510001	511233	Special Education - ABA Therapists	(\$300,000)	
88510002	511108	Special Education - School Psychologists	(\$180,000)	
89010004	511104	Administration - Superintendent	(\$133,000)	
			(+ : = = , = = = )	
TO:				
89010004	533020	Administration - Consulting		\$1,003,000
87510001	561100	District Wide - Instructional Materials		\$1,475,000
01010001	001100	District Wide instructional Waterials		Ψ1,110,000
TOTAL			(\$2,478,000)	\$2,478,000
TOTAL			(ψΣ, τι Ο, ΟΟΟ)	Ψ2,470,000
		Approved:		
		πρριονοα.		

Rocco F. Orso

Waterbury, Connecticut

#### **COMMITTEE ON FINANCE**

Item #9.13

June 17, 2021

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

With the approval of the Committee on Finance, the Superintendent of Schools recommends approval of the Department of Education's 2021/2022 Operating Budget totaling \$189,881,827 (\$158,375,000/Board of Alderman adopted appropriation; \$27,881,827/Alliance Year 10; \$450,000/2016-17 Surplus; \$1,000,000/2015-16 Surplus; \$1,000,000/2014-15 Surplus; \$675,000/Contingency Surplus; and \$500,000/City non-lapsing contingency.

Approved:	
Rocco F. Orso	

Waterbury, Connecticut

#### **COMMITTEE ON BUILDING & SCHOOL FACILITIES**

Item #9.14

June 17, 2021

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Committee on Building & School Facilities recommends 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
R. McDonald	Crosby turf field: Sat., Sept 4th 10am – 5pm
	(Soccer Jamboree)
Fire Department	Crosby classroom: Mon., Aug. 16th & 23rd 8am – 4pm
S. Noreika, Dir. Of Training	(Firefighter extrication class/ 20 people & 2 instructors)
Sgt. E. Casas	Wilby aud.: Thurs., June 3 <sup>rd</sup> 9am – 11am
	(Jr. ROTC presentation to 8th graders)
Blue Collar Union	Kennedy aud.: Sunday, June 6th and Sunday, June 13th
L. Calo	10am – 12 pm (union meeting/nomination of officers mtg.)
*Tax Office	Kennedy aud.: Thurs., June 24, 4:30-8:00 pm
N. Olson	(tax auction)
*M. Bergin	Rotella aud.: Tues., Aug. 24, 8am - 3pm
Early Childhood Ed.	(Prof. Dev. For Pre School)
	Sprague gym: Fri., October 1, 8am – 3pm
	(CPR/First Aid Training)
*Park & Rec.	Kennedy aud.: Monday, June 21, 8:00am – 3:00 pm
V. Cuevas	(summer camps orientation)
	West Side: pool, gym, theater arts rm., classrooms: 6/28 – 8/6
	Mon. thru Fri. 8:30am - 3:30pm (leisure swim/activities)

Ann M. Sweeney	

Approved:

## SCHOOL PERSONNEL USE ONLY

200K

DATE: 6-2-21

TO:	SCHOOL BUSINESS OFFICE
FROM:	School Business Office
	SIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:
NAME OF S	CHOOL REQUESTED: Kennedy
AUDIT(	ORIUM GYMNASIUM SWIMMING POOL CAFE/ROOMS
DATES REQ	THURSday June 24, 202
	FROM 4:30 am/gm TO 8:00 am/gm
	LLOWING PURPOSES:
S) == (**)	
	Deputy Fax Callecton SMM

Please note the following provisions:

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

Book

## SCHOOL PERSONNEL USE ONLY

	DATE: 6/8/2021
TO:	SCHOOL BUSINESS OFFICE
FROM:	Maureen Bergin
school hours) as	A Committee of the Comm
NAME OF SCH	HOOL REQUESTED: Rotella School
Auditorium	n Gymnasium Swimming Pool Café/Rooms
DATES REQUI	ESTED: August 24, 2021
	FROM: 8 (am/pm TO: 3 am/pm)
	LOWING PURPOSES: SSIGNAL Serelapment for Preschool
2.50(1.03) 1.11.00.000.000.0000.0000.0000.0000.00	
	Maureer Berger

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.

2021-22

## SCHOOL PERSONNEL USE ONLY

DATE: 6/8/2021
TO: SCHOOL BUSINESS OFFICE
FROM: Maureen Begin
The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:
NAME OF SCHOOL REQUESTED: Sprague School
Auditorium Gymnasium Swimming Pool Café/Rooms
DATES REQUESTED: October 1, 2021  FROM: 8 Cam/pm TO: 3 ampm
FOR THE FOLLOWING PURPOSES:  OPR / First And Training
<u>Inaureet Bergin</u> APPLICANT
longs mate the Callerian man in it

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.

# yout

## SCHOOL PERSONNEL USE ONLY

JUN -8 2021

DATE: 6-8-21

TO:	SCHOOL BUSI	NESS OFFICE		*	
FROM:	Park	+ Re	C1 2105		******
	IGNED HEREB AFTER REGUL			OR USE OF SCH	OOL
				nedy POOL CAFE	
DATES REQU				3:00	
	LOWING PURP		ps ORI	enlati	on
	2			V.C APPLICANT	Sm

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.

## SCHOOL PERSONNEL USE ONLY

4000

JUN 1 0 2021

DATE: 6-10-21

TO:	SCHOOL BUSINESS OFFICE	
FROM:	Park + Rec.	*****
	VICTOR CAEVAS  RSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL  (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:	
NAME OF S	SCHOOL REQUESTED: West Side	
TAK	ORIUM GYMNASIUM SWIMMING POOL CAFE/ROOMS	Ruo
DATES REQ	QUESTED: 4/28 - 8/2 Mon. thru FRI.  FROM 6 30 apr/pm TO 330 am/pm	,
	FROM 6 30 am/pm TO 330 am/pm	
FOR THE FO	OLLOWING PURPOSES:	
Lei	sure Swim + Activities.	
	APPLICANT / SM	1

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.

Waterbury, Connecticut

#### **COMMITTEE ON BUILDING & SCHOOL FACILITIES**

Item #9.15

June 17, 2021

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Committee on Building & School Facilities recommends 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
*Yeshiva K'Tana	West Side M/S pool: Monday, Wednesday, Thursday - 6/21 – 8/16
Rabbi Karr	2:00 – 3:30 pm (summer swim/exercise program)
REQUESTING WAIVERS:	
*Al-3 Leadership Academy:	Crosby gym: June 21 through 25, 10am – 4pm
Anthony Ireland	(Basketball Camp) (\$2,940.)
•	** Rotella gym: June 21 through 25, 10am – 4pm
	(Basketball Camp) (if available) (\$2,940.)
*TaQuan Zimmerman Foundation	Kennedy: gym, café: 7/26 – 8/6, Mon. thru Fri., 7am – 5pm
Ta Quan Zimmerman	(Anti-Bulling Basketball Camp) (\$9,240)
	*
<b>GROUPS NOT SUBJECT TO FEES</b>	OR WAIVER DUE TO TIME OF USE OR PREVIOUS WAIVER:
Brooklyn Neighborhood Assoc.:	Duggan gym & courtyard : Sunday, Aug. 15, 9:30am – 2:00 pm
F. Perrella	(1955 Flood Exhibition/Ceremony)
Greater Wtby. YMCA	Sept. 2021 – June 2022 After School Program
J. O'Rourke	starts at end of school day until 6:00 pm
	Chase, Gilmartin, Generali, Chase Schools
*P.A.L.	Wilby Tech. Ed. Rm.: 7/5 – 8/13 8am – 2pm Mon. thru Fri.
Sgt. R. Bessette	(summer youth woodworking program)
<u> </u>	(canifical fourth mood morning program)

Ann M. Sweeney	

Approved:

## DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT SCHOOL BUSINESS OFFICE 236 GRAND ST., WATERBURY, CT 06702 USE OF BUILDING PERMIT

CONTRACT#

TYPE OR USE PEN AND PRESS FIRMLY
APPLICANT Anthony Ireland NAME OF ORGANIZATION AI3 Leadership Academ
ADDRESS 526 Woodfick Rd. Wakerbury CT 06705 TELEPHONE # 203. 768-0933
(street) (city) (state) / (zip code)
SCHOOL REQUESTED Crosby High School DATES TLACTH AB ROOM(S) Tym
OPENING TIME 10 Am CLOSING TIME 4pm PURPOSE Basketball Camp.
ADMISSION (if any) Free - 100,00 CHARGE TO BE DEVOTED TO
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 25 CHILDREN 70
SIGNATURE OF APPLICANT DATE 4-26-21
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the <u>lessee</u> is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. (PLEASE INITIAL)
\$ 12 1 1 C C C C C C C C C C C C C C C C
SCHEDULE OF RATES: CUSTODIAL FEES: TAJAR PIUS I HR BURVICE PER CUS
RENTAL FEES:
MISCELLANEOUS FEES:
SECURITY DEPOSIT \$ 250. 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.

## WAI

APPLICANT/ORGANIZATION	Anthony Fre land AIBLeadership Acoc
Please check below specific its	/
Building Usage Fees	Custodial Fees      □
	ED: Crosby High School  TIMES: 10 Am - 4pm
DATE(S): June 21	
DATE(S):	TIMES:
4-26-21	. Cuy de
Date	Signature
g.	OFFICE USE ONLY
N H	, , , , ,
List total cost of fees being reque	sted to be waived:
\$	s 2,940. s
Building Usage Fees	Cústodial Fees Security Deposit
i .	
	BOARD USE ONLY
The Board of Education approved	denied the above referenced waiver request(s) at their regular
meeting of	
7	
	ATTEST:

Clerk, Board of Education

X June 21-25

#### DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT

SCHOOL BUSINESS OFFICE 236 GRAND ST., WATERBURY, CT 06702 USE OF BUILDING PERMIT

CONTRACT#

TYPE OR USE PEN AND PRESS FIRMLY (zip code) ROOM(S) CLOSING TIME ADMISSION (if any) TYE CHARGE TO BE DEVOTED TO CHILDREN APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADUL SIGNATURE OF APPLICANT PERSON(S) NAME, ADDRESS & PHONE-NUMBER RESPONSIBLE FOR SUPERVISION: In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. SCHEDULE OF RATES: CUSTODIAL FEES RENTAL FEES MISCELLANEOUS FEES SECURITY DEPOSIT INSURANCE COVERAGE YES NO PLEASE READ THE FOLLOWING CAREFULLY APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY. A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION ( IF APPLICABLE) IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO. THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE. CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED. POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452 CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE). KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE) PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS. IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED. APPROVAL DATE

SCHOOL BUSINESS OFFICE.

NO CASH WILL BE ACCEPTED.

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE

SCHOOL BUSINESS OFFICE

# USE OF SAFIONL RACILITIES WAI THOUSE Building Permit)

APPLICANT/ORGANIZATION	Anthony Trela	id/AI3	Leadership Acad	emy
Please check below specific iter		/		,
Building Usage Fees	Custodial Fee	es 🗌		
SCHOOL/ROOMS REQUESTE		Elementar MES: 10 Am		
DATE(S): June 21	-25 TI	MES:		
DATE(S):	TII	MES:		
DATE(S):	TII	MES:		
DATE(S):	TIN	MES:		
4-26-21	<u>.</u> <u>C</u>	ety de		
Date		Signatu	ire *	
	OFFICE USE ON	ILY		
			•	
List total cost of fees being reques	sted to be waived:	<b>C</b>		
\$	sted to be waived:  S 2, 940.  Custodial Fees	<u>\$</u> S	Security Deposit	
\$	52,940.	\$ S	Security Deposit	
\$	52,940.	de timbergana i Rappana en pre en mange diambana i ne en diampi amban di	Security Deposit	
\$	S 2,940.  Custodial Fees  BOARD USE ON	LY		
S Building Usage Fees	S 2,940.  Custodial Fees  BOARD USE ON  denied the above refere	LY		

Clerk, Board of Education

#### DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT

SCHOOL BUSINESS OFFICE 236 GRAND ST., WATERBURY, CT 06702 USE OF BUILDING PERMIT TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APPLICANT Ta - Quan Zimmerman NAME OF ORGANIZATION To ann Zimmerman Foundat
ADDRESS 189-9 Bires Hill 22 Waterbury 17 04704 TELEPHONE # 203-519-94 73
(street) (city) (state) (zip code)
SCHOOL REQUESTED KENNERY DATES 7/26 - 8/6 ROOM(S) Gym & Lunch loom
OPENING TIME 7am CLOSING TIME 5 pm PURPOSE Anti-Bullying Basketball camp
ADMISSION (if any)CHARGE TO BE DEVOTED TO
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTSCHILDREN
SIGNATURE OF APPLICANT DATE MAY 11 2021
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. (PLEASE INITIAL)
SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR. PUS / HR, 5BRVICE PER CUS
RENTAL FEES:
MISCELLANEOUS FEES:
SECURITY DEPOSIT \$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.

# (to be submitted with See of Building Permit)

Clerk, Board of Education

	CON A.
APPLICANT/ORGANIZATION	Ta-Gran Zimmischan
Please check below specific its	m(s): ,
Building Usage Fees (	Custodial Fees
2005	
SCHOOL/ROOMS REQUESTE	D. Kennedy Cym-Case
DATE(S): 7/26-8	Le MOR- TRI TIMES: 7 AM - 5 PM
DATE(S):	TIMES:
5-11-21	•
Date	Signature
•	
	OFFICE USE ONLY
List total cost of fees being reque	sted to be waived:
\$	s 9,240. s
Building Usage Fees	Custodial Fees Security Deposit
	w.
ik.	BOARD USE ONLY
The Board of Education approved	denied the above referenced waiver request(s) at their regular
neeting of	
"	
	ATTEST:

SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702 CONTRACT#  USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY Brooklyn Neishborho
APPLICANT FRANK PORTE ITCE NAME OF ORGANIZATION ASSOCIATION
ADDRESS 32 Lawrence Wtby 107 06208 TELEPHONE # (203) 598-7466  (street) (city) (state) , (zip code)
SCHOOL REQUESTED DUGGAN DATES 8 15 21 ROOM(S) Gym /Outside by Monum
OPENING TIME 9:30AMCLOSING TIME 2PM PURPOSE 1955 Flood Exhibition / (1esemony
ADMISSION (if any) NOTE CHARGE TO BE DEVOTED TO
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS CO CHILDREN
SIGNATURE OF APPLICANT WILLIAM DATE 5/24/21
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: UT - 203-598-7466 Frank Perella Jerry Covin J1-23 Lawrence St 06708 (203) 754-9207
In the event that the Board of Education should need to resort to legal proceedings to collect
any outstanding balances, the <u>lessee</u> is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. (PLEASE INITIAL)
lees and court costs associated with said proceedings. 1111000 (FEEACE INTIAL)
SCHEDULE OF RATES: CUSTODIAL FEES:
RENTAL FEES:
MISCELLANEOUS FEES:
SECURITY DEPOSIT \$INSURANCE COVERAGEYESNO
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. 597-3462
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
CCHOOL DURINECS (VEDOE

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.

#### 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_Jim O'Rourke NAME OF ORGANIZATION Greater Waterbury YMCA
ADDRESS 136 West Main Street Waterbury CT 06702 TELEPHONE # (203) 754 - 9622 (street) (city) (state) (zip code)
SCHOOL REQUESTED Gilmartin DATES Start to end of school (ongoing) ROOM(S) Cafe, Gym, Library, Room 1044, Room 104
OPENING TIME 2:30 pm CLOSING TIME 6:00 pm PURPOSE to provide state licensed aftercare program to parent
and camp
ADMISSION (if any) CHARGE TO BE DEVOTED TO
APPROXIMATE NUMBER OF PEOPLE OF BE PRESENT: ADULTS 7 CHILDREN 70
SIGNATURE OF APPLICANT DATE 1-25 - 2021
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: Kristen Jones, 136 West Main Street, Waterbury, CT 06702 - (203 754-9622 ext. 125
In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. (PLEASE INITIAL)
SCHEDULE OF RATES: CUSTODIAL FEES:
RENTAL FEES:
MISCELLANEOUS FEES:
SECURITY DEPOSIT \$INSURANCE COVERAGE
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)
THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.
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PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.
IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.
ADDROUND DATE
APPROVAL DATESCHOOL 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.

# 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 JULI O ROUTKE		_NAME OF O	RGANIZATION Greater W	aterbury YMCA
ADDRESS 136 West Main Street		06702	TELEPHONE #_ (203) 75	54 - 9622
(street) SCHOOL REQUESTED Generali	(city) (state)  DATES Start to end of	(zlp code) school (ongoing)	ROOM(S) Cafeteria, Gyn	ınasium
OPENINGTIME 2:30 pm CLOSIN	G TIME 6:00 pm	PURPOSE to P	rovide state licensed af	tercare program to parent
ADMISSION (if any)	CHARGE TO B	E DEVOTED T	ó	1114
APPROXIMATE NUMBER OF PEOPLE	DEPRESENT: ADULT	S (3	CHILDREN .	50.:
SIGNATURE OF APPLICANT			DATE 1-25	-2021
PERSON(S) NAME, ADDRESS & PHO Kristen Jones, 136 West Main				
In the event that the Board of any outstanding balances, the fees and court costs associate	lessee is responsible	e for any ar		sheriff's
SCHEDULE OF RATES: CUSTODIAL	FEES:		_ 6	
RENTAL				
MISCELLANEOUS	•	<del></del>		
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SECURITY DEPOSIT \$	INSURANCE	E COVERAGE_	YES	NO ·
PLE	ASE READ THE FOLLOWING O	CAREFULLY	1) 1.	
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A COPY OF YOUR INSURANCE MUST AS	COMPANY YOUR APPLICATION	OH (IF APPLICA	BLE)	
IF SCHOOL IS CANCELLED FOR SNOW	OR ANY OTHER REASON - ALI	ACTIVITIES AR	RE CANCELLED ALSO.	•
THERE WILL BE NO ACTIVITIES DURING	SCHOOL OPEN HOUSE,			
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CHECKS OR MONEY ORDERS FOR SCHOOL BUSINESS OFFICE.	FEES SHOULD BE MADE ( TO CASH WILL BE ACCEPT	OUT TO THE B	OARD OF EDUCATION AND	MAILED TO THE

CONTRACT#

#### 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

APPLICANT Jim O'Rourke NAME OF ORGANIZATION Greater Waterbury YM	CA
ADDRESS 136 West Main Street Waterbury CT 06702 TELEPHONE # (203) 754 - 9622 (street) (city) (state) (zip code)	
SCHOOL REQUESTED Tinker DATES Start to end of school (ongoing) ROOM(S) Cafe, Gym, Foyer	
OPENING TIME 2:00 pm CLOSING TIME 6:00 pm PURPOSE to provide state licensed aftercare progra	ım to parent
ADMISSION (if any) CHARGE TO BE DEVOTED TO	
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4-5 CHILDREN 40	Warran .
SIGNATURE OF APPLICANT DATE 1-25 -2021	
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:  Kristen Jones, 136 West Main Street, Waterbury, CT 06702 - (203 754-9622 ext. 125	
In the event that the Board of Education should need to resert to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. (PLEASE INITIAL)	
SCHEDULE OF RATES: CUSTODIAL FEES:	
RENTAL FEES:	
MISCELLANEOUS FEES:	
SECURITY DEPOSIT \$INSURANCE COVERAGEYESNO .	
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.	
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CONTRACT#

#### 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

APPLICANT Jim O'Rourke NAME OF ORGANIZATION Greater Waterbury YMCA
ADDRESS 136 West Main Street Waterbury CT 06702 TELEPHONE # (203) 754 - 9622
(street) (city) (state) (zip code)
SCHOOL REQUESTED Chase DATES Start to end of school (ongoing) ROOM(S) Cafeteria, Gymnasium, Library
OPENING TIME 2:30 pm CLOSING TIME 6:00 pm PURPOSE to provide state licensed aftercare program to parent
ADMISSION (if any)
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 7 CHILDREN 70
SIGNATURE OF APPLICANT 1711 DATE 1-25 -2021
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: Kristen Jones, 136 West Main Street, Waterbury, CT 06702 - (203 754-9622 ext. 125
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RENTAL FEES:
MISCELLANEOUS FEES:
SECURITY DEPOSIT \$NO .
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### **BOARD OF EDUCATION**

Waterbury, Connecticut

### **COMMITTEE ON FINANCE**

Item #11.1

June 17, 2021

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve a contract with M. J. Daly, LLC for boiler replacement at Hopeville School.

Approved:	
Rocco F Orso	

#### **Memorandum**

To: Board of Education

From: Chris Harmon, School Inspector, School Inspector's Office BOE

Date: June 1, 2021

Re: Board of Education Approval Request / Executive Summary – Contract for Hopeville

Boiler Replacement between City of Waterbury and M.J. Daly, LLC

The School Inspector's Office respectfully requests your approval of the above-referenced contract in the amount of \$ 228,800 for Boiler Replacement at Hopeville Elementary School between City of Waterbury and M.J. Daly, LLC.

This submission is made contingent upon receipt of all required documents and approval of the same by the Corporation Counsel.

The contract may be subject to non-substantial changes to be approved by Corporation Counsel.

This contract was initiated under the Request for Proposal process (RFP #6958).

The funding source for this project is State of CT (Alliance Bond).

The Project consists of replacement of the boiler system at Hopeville Elementary School. The contractor will be installing 1 new natural gas steam boiler, venting and accessories.

The Contractor shall Substantially Complete all work and services required under this Contract within Fifty (50) consecutive calendar days of the City's written Notice to Proceed and shall reach Final Completion within Sixty (60) 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.

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.	
Chris Harmon	
Attachment	

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

#### **Memorandum**

To: Board of Aldermen

From: Chris Harmon, School Inspector, School Inspector's Office BOE

Date: June 1, 2021

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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.	
Chris Harmon	
Attachment	

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

# CONTRACT [RFP No. 6958]

for

#### HOPEVILLE BOILER REPLACEMENT

between
City of Waterbury
and
M. J. DALY, LLC

**THIS CONTRACT** ("Contract" or "Agreement"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY ("City"), City Hall, 235 Grand Street, Waterbury, Connecticut and M. J. DALY, LLC ("Contractor"), located at 110 Mattatuck Heights, Waterbury, Connecticut 06705, a State of Connecticut duly registered limited liability company (jointly referred to as the "Parties" to this Agreement).

**WHEREAS**, the Contractor submitted a proposal to the City in response to Request for Proposal ("RFP") Number 6958 for Hopeville Elementary School Boiler Replacement Project; and.

**WHEREAS,** the City selected the Contractor to perform services regarding RFP Number 6958 and; and

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

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

- 1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with (i) any and all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and (ii) generally accepted professional standards.
  - 1.1. The Project consists of Hopeville Boiler Replacement Project which consists of the furnishing and installation of a new boiler system at Hopeville Elementary School located at 2 Cypress Street in Waterbury. Furthermore, the project consists of demolition to facilitate installation of new boiler system and disassembly and removal of old equipment and debris; installation of one (1) new natural gas high efficiency steam boilers, venting, and accessories; installation of one (1) new boiler feed system, piping, chemical feed system and blowdown separator; startup and owner training including which includes providing manufacturer startup for all equipment, one (1) day of owner training with the manufacturer, and chemical burn in treatment; and Contractor is responsible for providing protections for all finishes and restoring finishes to existing

condition after construction as is all detailed and described in the Contract Documents in **Attachment A**, all of which are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- **1.1.1** City's RFP No. 6958, consisting of 9 pages (excluding attachments thereto), (attached hereto);
- **1.1.2** Addendum #2 to City's RFP No. 6958, dated May 17, 2021, consisting of 1 page (attached hereto);
- **1.1.3** Addendum #1 to City's RFP No. 6958, dated May 5, 2021, consisting of 26 pages (excluding Drawings) (attached hereto);
- **1.1.4** Technical Specifications (attachment F to RFP No. 6958, "City of Waterbury, Board of Education, RFP #6958, Attachment F Scope of Services, General Description"), excluding Division Section numbers 004113 "Bid Form;" 004322 "Unit Prices Form;" 011000 "Summary;" and 12300 "Alternates" as were revised and replaced in Addendum #1, consisting of 44 pages (attached hereto);
- **1.1.5** "Drawings" issued for Bid May 3, 2021 ("City of Waterbury Hopeville Elementary School, Issued for Bid May 3, 2021, Site Map"), prepared by BL Companies and as posted/included with Addendum #1, consisting of 11 pages (attached hereto);
- 1.1.6 Contractor's Response and Revised Price Proposal, dated May 24, 2021, consisting of 20 pages (excluding City contract compliance documents and CHRO contract compliance documents), including "Contractor's Qualification Statement" (responsive attachment "E" to RFP No. 6958) (attached hereto);
- **1.1.7** State of Connecticut Prevailing Wage Schedule, dated April 29, 2021, and related information, consisting of 10 pages (attached hereto and as otherwise incorporated by reference).
- **1.1.8** Contractor's Commission on Human Rights and Opportunities ("CHRO") Compliance documents, dated May 21, 2021, consisting of 5 pages (attached hereto);
- **1.1.9** Contractor's Certificate of Insurance (incorporated by reference);
- **1.1.10** Contractor's Performance Bond (incorporated by reference);
- **1.1.11** Contractor's Payment Bond (incorporated by reference);
- **1.1.12** Any and all amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);
- **1.1.13** All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference); and
- **1.1.14** All applicable permits and licenses (incorporated by reference).
- **1.2.** The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents

conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically.

- **1.2.1** Amendment(s) and Change Orders
- **1.2.2** This Contract
- **1.2.4** Addendum #2 to RFP No. 6958
- **1.2.5** Addendum #1 to RFP No. 6958
- **1.2.6** Technical Specifications ("City of Waterbury, Board of Education, RFP #6958, Attachment F Scope of Services, General Description")
- **1.2.7** Contractor's Revised Proposal and Revised Price Proposal
- **1.2.8** Federal, State, and local laws, regulations, charter and ordinances
- **1.2.9** Drawings
- 1.3. The City and Contractor agree and understand that M. J. Daly, LLC is the single prime contractor for this project. The Parties further agree that wherever the word "contractor" is used, and however it is used, whether referring to multiple contractors, or otherwise, any such reference to contractor for purposes of this Agreement is meant to, and shall be construed to, solely mean M. J. Daly, LLC. Specifically, in Attachment A, "City of Waterbury, Board of Education, RFP #6958, Attachment F Scope of Services, General Description" (also referred to as Technical Specifications) if and where the document refers to multiple contractors, etc.; the Parties agree all such references mean M. J. Daly, LLC as the sole prime contractor.
- 2. Representations Regarding Qualification and Accreditation. The Contractor represents that its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon Contractor's representations.
  - **2.1. Representations regarding Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.
  - **2.2.** Representations regarding Qualifications. The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified, the Consultant and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Consultant shall provide to the City a copy of the Consultant's licenses, certifications, registrations, etc.

- **3. Responsibilities of the Contractor.** The Contractor agrees to properly implement the services required in the manner herein provided. The Contractor shall, in addition to any other responsibilities set forth in this Contract and the Schedules and Attachments hereto, perform the following coincident with the performance of this Contract:
  - **3.1. Due Diligence Obligation.** The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's request for proposal documents, including, but not limited to the plans, specifications, drawings and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the solicitation process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services and functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services and functions are included in this Contract and thereby warrants that:
    - **3.1.1** it conducted or had opportunity to conduct all due diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore, the Contractor had the opportunity during the bid process to ask questions it saw fit and to review the responses from the City;
    - **3.1.2** its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;
    - **3.1.3** it is solely responsible for resolving any issues resulting from its failure to conduct due diligence and it shall assume any and all resulting costs it incurs during the Project;
    - **3.1.4** it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its proposal. In the event the Contractor failed to disclose any such new cost prior to the submittal of its bid, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;
    - **3.1.5** it has familiarized itself with the nature and extent of the Contract Documents, Project, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Project;
    - **3.1.6** it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's proposal documents and other documents for **RFP No. 6958** (collectively "Proposal Documents");

- **3.1.7.** it agrees that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Project;
- **3.1.8.** it has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Scope of Services which were utilized in the preparation of the plans and specifications;
- **3.1.9** it has made or caused to be made examinations, investigations, measurements and tests and studies of any applicable reports and related data as it deems necessary for ensuring performance of the Scope of Services at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contracts; and certifies no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes; and
- **3.1.10** The Contractor shall not take advantage of any obvious error or apparent discrepancy in the Contract. Notice of any error or discrepancy discovered shall be given immediately in writing to the City, who shall make such corrections and interpretations as it may deem necessary for the completion of the Project in a satisfactory and acceptable manner.
- **3.2. Safety.** Contractor shall perform all work in a safe manner in full compliance with local, state and federal health and safety regulations. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which the City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.
- **3.3. Storage**. In the event the Project site has insufficient, inadequate, and/or improper storage space, it shall be the responsibility of the Contractor to secure, provide and maintain at the Contractor's sole cost and expense (i) adequate off-site storage space for equipment, materials, incidentals, etc., and (ii) all associated delivery and transportation services. In either event, the Contractor shall assume full responsibility for equipment, materials, incidentals, etc. until both title and risk of loss pass to the City pursuant to Section 8 of this Contract.
- **3.4. Working Hours.** To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other

times. This provision shall not excuse the Contractor from timely performance under the Contract.

- **3.5.** Cleaning Up. The Contractor shall at all times keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Project site "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.
- **3.6. Publicity.** Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.
- **3.7. Standard of Performance.** All Contractor labor, materials, supplies, components, equipment, reports, plans, specifications, drawings, deliverables, incidentals, etc., required to be furnished or delivered under this Contract shall conform in all respects with the requirements set forth in this Contract and shall meet or exceed those standards generally recognized in the Contractor's craft and trade in the State of Connecticut. City specified manufacturer and/or brand name substitution desired by the Contractor shall be made only with the prior written consent of an authorized representative of the City's Using Agency.
  - **3.7.1** In carrying out the Project, the Contractor must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor, nor with the normal routine of the institution or agency operating at the Project site.
- **3.8**. **Contractor's Employees.** The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned. The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove any Contractor employee expressly named, identified or required in this Contract.
- **3.9. Subsurface/Unknown Site Conditions**. If Project site conditions are encountered which are (i) subsurface or otherwise concealed physical conditions or other conditions which differ materially from those indicated in the Contract Documents, or (ii) unknown conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent or common in construction activities of the character provided for in this Contract, then prompt notice by the observing party shall be given to the other party to this Contract before Project site conditions may be disturbed. The Contractor shall thereafter wait for written instructions from the City before proceeding with regard to such conditions.

- **3.10. Surveys.** All surveys required under this Contract shall be performed by a State of Connecticut duly licensed land surveyor. Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall perform all layout work, all field measurements and all construction staking required, necessary or prudent for the satisfactory prosecution of the Contractor's obligations under this Contract.
- **3.11. Permits and Licenses.** Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall secure and obtain all permits and all licenses required, or necessary, or prudent for the performance of the Contractor's obligations under this Contract and for the City's occupancy, use, and operation of the Project.
- **3.12. Manufacturer's Directions.** Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by the Contractor shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the Project site. One (1) copy of such instructions shall be furnished to the City.
- **3.13. Review by the City.** The Contractor shall permit the City and the City's duly authorized representatives and agents to review, at any time, all work performed under the terms of this Contract at any stage of the Project.
- **3.14. Records Maintenance.** The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment.
- **3.15. Temporary Utilities.** The City shall not permit connection to its utilities.
- 4. Responsibilities of the City and City Reservation of Rights. Upon the City's receipt of Contractor's written request for specific information, the City will provide the Contractor with existing documents, data and other materials the City agrees are necessary and appropriate to the services to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.
  - **4.1**. The City may, in its sole discretion, designate person(s) to act as the City's Project Engineer(s) and/or Manager(s) and the City may, in its sole discretion, define such person(s) authority and responsibilities.
  - **4.2.** The City reserves the right to (i) perform work related or unrelated to the Project with the City's own forces adjoining, adjacent to, or in the vicinity of, the Project site and/or (ii) let separate contracts related or unrelated to the Project for work and services adjoining, adjacent to, or in the vicinity of, the Project site. In such event, the Contractor

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

- **5. Contract Time.** The Contractor shall Substantially Complete all work and services required under this Contract within **Fifty** (**50**) **consecutive calendar days** of the City's written Notice to Proceed and shall reach Final Completion within **Sixty** (**60**) **consecutive calendar days** of the City's written Notice to Proceed ("Contract Time").
  - **5.1.** Within one (1) week of the City's issuance of its written notice to proceed, and prior to the commencement of any work on the Project site, the Contractor shall submit for the City's written approval a construction progress schedule. On a monthly basis, the Contractor shall deliver to the City a written status report setting forth an analysis and critique of the Contractor's compliance with said schedule.

#### **5.2.** Delay Damages

- **5.2.1** Time is and shall be of the essence for all Project Phase Completion Dates, Milestones, Substantial and Final Completion Date. The Contractor further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.
  - **5.2.1.1** The Contractor shall pay to the City the sum of the greater of **Five Hundred Dollars and Zero Cents (\$500.00) per consecutive calendar day** for each and every calendar day for which the Contractor is in default in completing the work beyond 120 days from the start of the Project, the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.
  - **5.2.1.2** The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material

or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

#### 5.3. No Damage for Delay

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

- **6. Compensation.** The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6. No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of failure of the Contractor to completely inform itself as required herein above.
  - **6.1. Fee Schedule.** Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **TWO HUNDRED TWENTY EIGHT THOUSAND EIGHT HUNDRED DOLLARS** (\$228,800.00) (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Revised Price Proposal set forth in **Attachment A's** "Contractor's Revised Price proposal, dated May 24, 2021," which is summarized below:

6.1.1	Bid Item No. 1: Labor, materials, & OH&P
	for the demolition and new installation for Project\$164,160.00
6.1.2	Bid Item No. 2: Water Treatment Scope\$8,600.00
6.1.3	Bid Item No. 3: Controls Integration
	Scope for site BMS
6.1.4	Bid Item No. 4: General Conditions,
	per Specifications\$20,200.00
6.1.5	Bid Item No. 5: Performance, Payment and
	Maintenance Bonds\$2,250.00
6.1.6	10% Owner Contingency Allowance\$20,800.00
	TOTAL\$228,800.00

- **6.2. Retainage.** At the City's sole discretion, it hereby reserves the right to withhold as retainage five percent (5%) of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contact are fully completed and accepted in writing by the City. The retainage does not does not include additional sums that the City may withhold due to the Contractor's failure to comply with provisions of this Contract.
- **6.3. Limitation of Payment.** Compensation to the Contractor is limited to those fees set forth in Section 6.1. of this Contract and is further limited to work (i) performed in fact, (ii) conforming with this Contract, and (iii) accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of the Contractor's invoices for payment and review of the Contractor's work.
  - **6.3.1 Funding.** In the event this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc, all City payment(s) shall fully comply with all relevant Federal and State statutes and regulations. In the event this Contract is 100% funded by Federal and/or State monies, grants, loans, etc., the aggregate sum of all City payments shall not exceed the aggregate sum of such funding.
  - **6.3.2** The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor, in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or become delinquent or in arrears on, regarding the Vendor's and/or its affiliates real and personal property taxes and other payment obligations to the City.
- **6.4. Proposal Costs.** All costs of the Contractor in preparing its bid for **RFP Number 6958** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.
- **6.5.** Payment for Services, Materials, Appliances, Employees. The Contractor shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final City payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all of the foregoing payment obligations have been fully completed.
- **6.6. Liens.** Neither the City's final payment nor any part of the retained percentage, if any, shall become due until the Contractor, if required by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Contractor has

knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

- **6.7.** Contractor's Certificate of Completion. Upon the Contractor's (i) completion of all Project milestones, and (ii) Substantial Completion of the Project, and (iii) Final Completion of the Project, the Contractor shall, in each instance, file with the City a written, notarized affidavit setting forth the amount of Project work performed. The City reserves the right to verify or challenge by any reasonable means the accuracy of said affidavit.
- **6.8. Final Payment.** All prior estimates and City payments, including those relating to extra or additional work, retainage(s), and holdback(s), shall be subject to correction by this final payment which is throughout this Contract called "Final Payment". No payment, final or partial, shall act as a release to the Contractor or its surety from any Contractor obligation(s) under this Contract.
- **6.9.** Clean Water Fund Project Requirements. In the event this Contract is funded in whole or in part, is reliant upon, or falls within the jurisdiction of the Clean Water Fund and its statutes, regulations and rules, the Contractor shall:
  - **6.9.1** submit Applications for Payment in accordance with the following:

The City must receive the Contractor's Application for Payment by the City's or its designee's, review and recommendation for payment, by the fifteenth calendar day of the month to receive payment within the next 50 days. If not received by the fifteenth calendar day of the month, payment cannot be made until 50 days after the fifteenth calendar day of the subsequent month. The Contractor shall provide at the City's request, reasonable documentation to substantiate Contractor's Application for Payment.

#### **6.9.2** Progress and Final Payments

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

**7. Warranty of the Contractor.** The Contractor warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good

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

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

#### 8. Passing of Title and Risk of Loss.

- **8.1**. City beneficial use of Project equipment, materials, site-work, etc. prior to the Contractor's final completion of the Project or prior to the City's final payment for the Project shall neither act to vest title in the City nor act to transfer risk of loss from the Contractor to the City. Said title and risk shall pass to the City upon the City's final payment for the Project.
- **8.2.** Contractor and its insurer shall assume the risks of loss or damage to the equipment up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's gross negligence.
- **8.3.** After Project equipment, materials, etc. are delivered to the Project work-site and become operable or functional, the Contractor shall not thereafter remove any such equipment, materials, etc. from the Project work-site without securing the prior written consent of an authorized City Using Agency employee.

#### 9. Indemnification.

**9.1.** The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them

may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; (iii) enforcement action or any claim for breach of the Contractor 's duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

- **9.2.** In any and all claims against the City, Board of Education or any of City's boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.
- **9.3**. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards, agents, employees as provided in this Contract.
- **9.4.** The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.
- **9.5.** Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.
- **9.6.** In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission.
- **10. Contract Bonds.** The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a penal sum equaling the Section 6 "Total Compensation" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of (i) the warranty period set forth in Section 7 of this Contract, or (ii) 365 calendar days after the Final Completion Date referenced elsewhere in this Contract.

#### 11. Contractor's Insurance.

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

#### 11.4.1 General Liability Insurance:

**\$1,000,000.00** each Occurrence

**\$2,000,000.00** General Aggregate

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

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

#### 11.4.2 Automobile Liability Insurance:

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

Any Auto, All Owned and Hired Autos

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance,

operation, use or loading and unloading of any auto including hired & non-owned autos.

11.4.3 Workers' Compensation: Statutory Limits within the State of

Connecticut: Employer Liability (EL):

EL Each Accident \$500,000.00

EL Disease Each Employee \$500,000.00

EL Disease Policy Limit \$500,000.00

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

#### 11.4.4 Excess/Umbrella Liability Insurance:

**\$1,000,000.00** each Occurrence **\$1,000,000.00** Aggregate

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

#### 11.4.5 Contractors Pollution Liability Insurance:

**\$1,000,000.00** each Occurrence/Claim **\$1,000,000.00** Aggregate

There will be no exclusion for hazardous materials, including asbestos and lead.

The foregoing coverage plus appropriate aggregate coverage depending on the size of the job for contractor caused pollution events such as asbestos or lead abatement, but not limited to only these pollution causes of loss.

- **11.5**. Failure to Maintain Insurance: In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.
- 11.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.
- 11.7. Certificates of Insurance: All Contractor's Insurance except Workers' Compensation shall be endorsed to add the City as additional insured and provide waiver of subrogation on all policies except Builders Risk. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-

contributory basis on all policies except Workers' Compensation. All policies shall include a Waiver of Subrogation except Builders Risk". The City's Request for Proposal Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies).

- **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: EOUAL EMPLOYMENT OPPORTUNUTY; COPELAND ANTI-KICKBACK ACT, as supplemented in the Department of Labor Regulations (29 CFR, Part 3); DAVIS BACON ACT as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the HOUSING and COMMUNITY DEVELOPMENT ACT of 1974, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference made a part hereof.
  - **12.1. Taxes-Federal, State and Local.** The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the bid and pricing contained in this Contract do not include the amount payable for said taxes.
  - **12.2.** Labor and Wages-Federal and State. The Contractor and its subcontractors shall conform to Federal and State of Connecticut labor laws, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.
    - 12.2.1 The Contractor is aware of, and shall comply with, the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages for work on public facilities. The provisions of the Act are hereby incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn.Gen.Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment

or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

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

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

# 12.4. Compliance with CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5.

#### **12.4.1** Definitions – For purposes of this paragraph:

- i. "Small contractor" means any contractor, subcontractor, manufacturer, service company or nonprofit corporation (A) that maintains its principal place of business in the state, (B) that had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year prior to such application, and (C) that is independent. "Small contractor" does not include any person who is affiliated with another person if both persons considered together have a gross revenue exceeding fifteen million dollars.
- ii. "Minority business enterprise" means any small contractor (A) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (i) exercise operational authority over the daily affairs of the enterprise, (ii) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (iii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (iv) are members of a minority, as such term is defined in subsection (a) of section 32-9n, or are individuals with a disability, or (B) which is a nonprofit corporation in which fifty-one per cent or more of the persons who (i) exercise operational authority over the enterprise, (ii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (iii) have the power to direct the

management and policies of the enterprise, and (iv) are members of a minority, as defined in this subsection, or are individuals with a disability.

- **iii.** "Municipal public works contract" means that portion of an agreement entered into on or after October 1, 2015, between any individual, Contractor or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, as amended by this act, financed by state funding in an amount equal to fifty thousand dollars or less.
- **12.4.2** The Contractor and subcontractor shall comply with the specific requirements of the State of Connecticut Set Aside Program, CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5, if the municipal public works contact awarded to the Contactor is funded in whole or in part by state funds.
- **12.4.3** The Contactor shall be subject to the following set-aside requirements if the municipal public works contact, is funded in whole or in part by the State of Connecticut, and is in excess of FIFTY THOUSAND DOLLARS (\$50,000.00), for the construction, rehabilitation, conversion, extension, demolition, or repairing of a public building or highway, or other changes or improvements in real property.
- **12.4.4** Set-Aside requirements Any contractor awarded a municipal public works contract, on the basis of competitive bidding procedures, shall comply with the following Set –Aside requirements:
  - **i.** set aside at least twenty-five per cent (25%) of the total value of the state's financial assistance for such contract for award to subcontractors who are small contractors, and
  - **ii.** of that portion to be set aside in accordance with Subparagraph i. of this subdivision, reserve a portion equivalent to twenty-five per cent (25%) of the total value of the contract or portion thereof to be set aside for awards to subcontractors who are minority business enterprises.
- **12.4.5** Failure of the Contractor or subcontractor to comply with the State of Connecticut Set-Aside requirements shall be a material breach of this Contract.
- 13. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor

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

- **13.1. Discrimination Because of Certain Labor Matters.** No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.
- **13.2. Equal Opportunity.** In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors

#### 13.3. Affirmative Action.

- 13.3.1. Pursuant to CONN. GEN. STAT. § 4a-60, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:
- (a) Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:
  - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

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

# 13.3.2. Pursuant to CONN. GEN. STAT. § 4a-60a, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:

- (a) Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:
  - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

- (2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and
- (4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

#### 14. Good Jobs Ordinance

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

- **14.1.1** The Contractors and its Subcontractors shall comply with the specific requirements of "An Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" (the "Good Jobs Ordinance"), as may be amended from time to time and as set forth in Chapter 34 of the Code of Ordinances of the City. While the principal provisions of the ordinance are summarized as set forth in paragraphs C-H below, the Contractor does hereby acknowledge that it has reviewed a copy of the Good Jobs Ordinance and that it has read the Ordinance and that Contractor is familiar with the obligations imposed on the Contractor and each Subcontractor by the Good Jobs Ordinance.
- **14.1.2** Failure of the Contractor or its Subcontractors to comply with the Good Jobs Ordinance shall be a material breach of this Agreement.
- **14.1.3** This paragraph shall apply to a Covered Project, as that term is defined in the Good Jobs Ordinance, in the City with a value of \$500,000.00 or greater and only to the extent permitted by federal and state law.

#### **14.1.4 Definitions.** For purposes of this paragraph:

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

- iii. "Basic Skilled Worker" shall be defined as it is in the Good Jobs Ordinance.
- iv. "Contractor" shall be defined as it is in the Good Jobs Ordinance.
- v. "Covered Project" shall be defined as it is in the Good Jobs Ordinance.
- vi. "Hiring Goal" shall be defined as it is in the Good Jobs Ordinance.
- vii. "Resident" shall be defined as it is in the Good Jobs Ordinance.
- viii. "Subcontractor" shall be defined as it is in the Good Jobs Ordinance and shall include the Contractor's direct subcontractor providing construction work and all lower tiered (level) providers of construction work.
- **14.1.5 Hiring Goals.** If this Agreement requires the Contractor to perform work on a Covered Project, the Contractor and each Subcontractor shall have as its hiring goals:
  - i. at least thirty percent (30%) of its total worker hours performed by City Residents, and
  - **ii.** at least twenty-five percent (25%) of construction trade jobs shall go to Apprentices and/or Basic Skilled Workers, and
  - iii. at least seventy percent (70%) of all "new hires" (as that term is defined in the Good Jobs Ordinance) shall be "economically disadvantaged" individuals (as that term is defined in the Good Jobs Ordinance), and
  - **iv.** a minimum of five percent (5%) of the construction workforce labor hours will be local resident, minority artisans, and
  - **v.** a minimum of five percent (5%) of the construction workforce labor hours will be women, and
  - vi. a minimum of ten percent (10%) of the total work hours shall be allocated for minorities, or
  - **vii.** as may otherwise be required by any superseding Federal or State employment discrimination prohibition laws.
- **14.1.6 Good Faith Efforts.** The Contractor and each Subcontractor shall engage in Good Faith Efforts to comply with the Hiring Goals. For the purposes of this paragraph, the term "Good Faith Efforts" shall have the same meaning as

it does in the Good Jobs Ordinance.

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

- **14.1.7 Action Plan and Pre-Construction Meeting.** Not later than fourteen (14) business days prior to the scheduled commencement date for construction, the Contractor shall submit a written plan-of-action to the City and to the Administrator of the Good Jobs Ordinance defining how the Contractor, and each Subcontractor, shall implement Good Faith Efforts to fulfill the Hiring Goals. Each plan-of-action shall include the anticipated number of job positions required for the Work. Not later than five (5) business day prior to the commencement date of construction, the Contractor must attend a mandatory "pre-construction" meeting with the City to review all plans-of-action and other relevant materials. No construction work shall proceed absent this pre-construction meeting.
- **14.1.8 Other Contractor Obligations.** In addition to the foregoing, the Contractor shall ensure that all Subcontractor contracts and agreements expressly set forth and state as binding obligations therein, subject to appropriate party name change, the above Hiring Goals and Good Faith Efforts. The Contractor shall be accountable for, and liable to the City for, Contractor and each Subcontractor compliance with Hiring Goals and Good Faith efforts.
  - i. The Contractor shall meet with the Administrator no less than four (4) weeks prior to the commencement of construction on a Covered Project and provide the Administrator with the number of job positions to be created by the project by trade and the qualifications by job tile.
  - **ii.** The Contractor shall be required to produce Contractor and Subcontractor documentation that may be required under the provisions of the Good Jobs Ordinance or that the City or the Administrator reasonably believes will assist the City or the Administrator with their evaluation of Hiring Goals and Good Faith Efforts.
  - **iii.** The Contractor shall deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period. Moreover, the Contractor shall require each Subcontractor to create weekly certified payroll records.
  - **iv.** The Contractor's and each Subcontractor's payroll records shall include the person-hours, the residential address, race, gender, hiring date, and apprentice (job) classification of all personnel employed under this Agreement and all Contracts and Sub-Contracts thereunder. The Contractor and each Subcontractor shall mark their respective final payroll period records as being final and be signed by an authorized officer or employee.

#### 14.2 Liquidated Damages Applicable To Section 14.1

- **14.2.1** If the City finds that the Contractor, or a Subcontractor, has failed to achieve Hiring Goals during any five (5) day work period (Monday through Friday), the City shall:
  - i. issue a written notice to the Contractor specifying the matters constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.
  - **ii.** if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five day work period, pay to the City one thousand dollars (\$1,000.00) as liquidated damages.
- **14.2.2** If the City finds that the Contractor, or a Subcontractor, has failed to deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period the Contractor shall, as liquidated damages pay one thousand dollars (\$1,000.00) to the City for each week of ongoing violation.
- **14.2.3** The City shall provide the Contractor with an invoice identifying all sums due the City, as liquidated damages, as a result of the Contractor or a Subcontractor's failure to comply with the Good Jobs Ordinance as set forth above.
- **14.2.4** No portion of any invoice submitted by a Contractor that is subject to liquidated damages shall be paid by the City until such time as all liquidated damages relating to that invoice have been paid to the City.
- **14.2.5** The foregoing liquidated damages provisions shall be expressly set forth, subject to appropriate party name adjustments, as material provisions in all Contracts that the Contractor has with Subcontractors and the Contractor is obligated hereunder to enforce compliance in such Contracts with Subcontractors.
- **14.2.6** Any payment of liquidated damages hereunder shall not preclude a later claim, nor any later finding of a breach, or any payment of additional damages related to such later claim.
- **15. Housing and Urban Development Section 3 Clause.** In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38 may apply and the Contractor shall then be required to comply with the following (referred to as the "Section 3 clause"):
  - **15.1.** The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C.

- § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- **15.2.** The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- **15.3.** The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- **15.4.** The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.
- **15.5.** The Contractor will certify that any vacant employment positions, including training positions, that are filled (i) after the Contractor is selected but before the Contract is executed, and (ii) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.
- **15.6.** Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- **15.7.** With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum

extent feasible, but not in derogation of compliance with section 7(b).

#### 16. Termination.

- **16.1. Termination of Contract for Cause**. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by either (i) giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or (ii) giving written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination.
  - **16.1.1** In the event of a termination, all finished or unfinished documents, data, studies, reports, plans, specifications, drawings, supplies, services, etc. prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.
  - **16.1.2** Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.
- **16.2. Termination for Convenience of the City.** The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.
- 16.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation and disbursement of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City in the event that sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized, or not made available, or such funding has been reduced. In the event this Contract is subject, in whole or in part, to the appropriation and disbursement of Federal and/or State funds and those Federal and/or State funds are not appropriated or are not disbursed to the City, the Contractor hereby agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City.

- **16.3.1 Effects of Non-Appropriation.** If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.
- **16.3.2** Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.
- **16.3.3** No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits.

#### 16.4. Rights Upon Termination.

- **16.4.1 Termination for Cause.** In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the products and deliverables delivered to, in possession of and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses which it is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated products unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this Contract in whole or in part.
- **16.4.2 Termination for Lack of Funding or Convenience.** In the event of termination by the City for lack of funding or convenience, the City shall pay the Contractor for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc.(including any holdbacks) installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. delivered to, in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall

be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to changes in the Project.

- **16.4.3 Assumption of Subcontracts.** In the event of termination, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract.
- **16.4.4 Delivery of Documents.** In the event of termination, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).
- 17. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond either Party's control, including without limitation:
  - **17.1.** Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;
  - **17.2.** war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, or epidemics;
  - **17.3**. acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;
  - **17.4.** strikes and labor disputes; and
  - **17.5.** certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet the schedule set forth in Section 5 of this Contract.

**18. Subcontracting.** The Contractor shall not, without the prior written approval of the City's Using Agency, subcontract, in whole or in part, any of the Contractor's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to

or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all federal, state and local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all services provided hereunder shall comply with all Federal, State and local, laws, regulations and ordinances.

- **18.1.** The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.
- **18.2.** The Contractor is responsible for and shall control activities of its subcontractors, and the subcontractors shall consult and cooperate with one another and other contractors working on the Project site. Each subcontractor shall furnish all necessary information to other subcontractors and shall lay out and install its own work so as to avoid any delays or interferences with the work of another. Any cost for changes, cutting and/or repairing, made necessary by failure to observe the above requirements shall be borne by the Contractor or subcontractor responsible for such failure or neglect.
- **18.3.** The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove a subcontractor.
- 19. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- **20. Audit.** The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Contractor shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.
- 21. Interest of City Officials. No member of the governing bodies of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.
- 22. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the Project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

- **23. Entire Contract.** This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor, and must comply with the City's Charter and Code of Ordinances.
- **24. Independent Contractor Relationship.** The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.
- 25. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.
- **26. Survival.** Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

## 27. Changes in the Project: Change Orders.

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

#### 27.2. Procedures.

# 27.2.1 The Contractor's Response to a Change Request.

i. Within thirty (30) calendar days after receipt of a request by the City for any such change or such other period of time as the Parties may mutually agree to in writing, the Contractor shall submit to the City a proposal describing any changes in Contract Milestones or Contract

- completion dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.
- **ii.** To the extent that additional cost or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request.
- **27.2.2 City's Acceptance of Change Request.** If the City accepts the Contractor's proposal, the City shall issue a change order referencing the Contractor's proposal and both parties shall sign the change order. The Contractor shall not implement any change request until the City has issued a valid, properly executed, change order.
- **27.2.3 City's Rejection of Change Request.** If the City does not accept the Contractor's proposal, the City may within two weeks of such non-acceptance: (i) withdraw its change request; or, (ii) modify its change request, in which case the procedures set forth above shall apply to the Contractor's response to the modified change request.
- **27.3. City Discretion.** The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: (i) If it conforms to provisions of applicable laws, and (ii) if it is consistent with this Contract, and (iii) if the time of performance of this Contract will not be unreasonably delayed, (iv) the Final Completion date is not changed, (v) if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and (vii) if the Change Order requires an increase in the price of the Contract, the City (1) has sufficient funds, and (2) if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.
- **27.4.** Change Orders Governed by the Provisions of this Contract. All work performed under a Change Order is governed by the provisions of this Contract.
- **28.** Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) the City's RFP Number 6958 (ii) the Contractor's Revised Proposal

and Revised Price Proposal (iii) Technical Specifications and as revised by Addendums Nos. 1 and 2. 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: M. J. Daly, LLC

110 Mattatuck Heights Waterbury, CT 06705

City: City of Waterbury

Chase Municipal Building School Inspector's Office

235 Grand Street Waterbury, CT 06702

With a copy to: City of Waterbury

Office of the Corporation Counsel

235 Grand Street, 3<sup>rd</sup> Floor Waterbury, CT 06702

# 34. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

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

- **34.1.** It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.
- **34.2.** It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.
- **34.3.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Contractor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.
- **34.4**. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.
- **34.5.** Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be

recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

- **34.6.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 34.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 34.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.
- **34.7.** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.
- **34.8.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 34.1-34.7.
- **34.9.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.
- **34.10** The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of internet City and on the at the City Clerk's web https://www.waterburyct.org/content/9569/9605/9613/15125.aspx [click link titled] "The City of Waterbury - Code of Ordinances (Rev. 12/31/19)." For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III:

- ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].
- **34.11.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects," and the State of Connecticut Legislature's Special Act No. 01-1.
- **34.12**. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.
- **34.13. INTEREST OF CITY OFFICIALS.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project, to which this agreement pertains, shall have any personal interest, direct or indirect, in this agreement.
- **34.14. PROHIBITION AGAINST CONTINGENCY FEES.** The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.
- **34.15. FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 of this Contract is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.
- **35. Definitions.** Whenever the following, words, terms, etc. appear in this Contract, the intent and meaning shall be as follows:
  - **35.1** Additional Work: Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.
  - 35.2 <u>Bid or Proposal</u>: The form on which the bidder is to submit a bid for the Work contemplated.
  - 35.3 <u>Bidder</u>: A person, partnership, corporation or other business organization submitting a bid on the form for the Work contemplated.

- **35.4** <u>City</u>: The City of Waterbury, acting directly or through specifically authorized personnel.
- 35.5 <u>Construction Supervisor or Owner's Representative</u>: Chris Harmon or Will Zhuta, employees of the City of Waterbury, or duly authorized person(s) as may be so designated.
- 35.6 <u>Contract Time</u>: The number of days as stated in the Contract to: (i) achieve Substantial Completion, (ii) Final Completion.
- 35.7 Equal: The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.
- 35.8 <u>Final Completion</u>: 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 <u>Notice to Proceed</u>: A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.
- **35.10** <u>Plans</u>: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.
- 35.11 Project Engineer or Manager: An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction and administration and inspection duties during construction. For purposes of this Agreement, the Project Engineer or Manager is BL Companies. All references herein to Project Engineer or Manager, Architect, or Construction Manager, refer solely to BL Companies as the Project Engineer managing this project as so commissioned to perform construction administration and inspection duties during construction. (This project is jointly managed by BL Companies and the School Inspector's Office via the City's Construction Supervisor/Owner Representatives).
- 35.12 <u>Shop Drawings</u>: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.
- **35.13** Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the

- Project. Also herein referred to as "City of Waterbury, Board of Education, RFP #6958, Attachment F Scope of Services, General Description".
- 35.14 <u>Subcontractor</u>: 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 <u>Substantial Completion</u>: 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** <u>Substitution</u>: 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** <u>Supplementary General Conditions</u>: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.
- 35.18 <u>Work</u>: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.
- **35.19** Using Agency: School Inspector's Office, Department of Education

[Signature page follows]

# **IN WITNESS WHEREOF**, the Parties hereto execute this Contract on the dates signed below.

WITNESSES:	CITY OF WATERBURY
Sign:Print Name:	By:Neil M. O'Leary, Mayor
Sign:Print Name:	Date:
WITNESSES:	M. J. DALY, LLC
Sign:Print Name:	By: Print Name:
a:	Its:(Title)
Sign: Print Name:	
riiii naiile.	Date:

 $F:\ \ Electronic \ Filing \ System\\ \ FILE \ MANAGEMENT\\ \ Transactional\\ \ Contracts\\ \ Education \ Contracts\\ \ M.J. \ Daly, \ LLC \ - \ Hopeville \ Boiler \ Replacement \ CRT21-196\\ \ Drafts\\ \ Drafts\\ \ Drafts$ 

## **ATTACHMENT A**

- 1. City's RFP No. 6958, consisting of 9 pages (excluding attachments thereto), (attached hereto);
- 2. Addendum #2 to City's RFP No. 6958, dated May 17, 2021, consisting of 1 page (attached hereto);
- 3. Addendum #1 to City's RFP No. 6958, dated May 5, 2021, consisting of 26 pages (excluding Drawings) (attached hereto);
- 4. Technical Specifications (attachment F to RFP No. 6958, "City of Waterbury, Board of Education, RFP #6958, Attachment F Scope of Services, General Description"), excluding Division Section numbers 004113 "Bid Form;" 004322 "Unit Prices Form;" 011000 "Summary;" and 12300 "Alternates" as were revised and replaced in Addendum #1, consisting of 44 pages (attached hereto);
- 5. "Drawings" issued for Bid May 3, 2021 ("City of Waterbury Hopeville Elementary School, Issued for Bid May 3, 2021, Site Map"), prepared by BL Companies and as posted/included with Addendum #1, consisting of 11 pages (attached hereto);
- 6. Contractor's Response and Revised Price Proposal, dated May 24, 2021, consisting of 20 pages (excluding City contract compliance documents and CHRO contract compliance documents), including "Contractor's Qualification Statement" (responsive attachment "E" to RFP No. 6958) (attached hereto);
- 7. State of Connecticut Prevailing Wage Schedule, dated April 29, 2021, and related information, consisting of 10 pages (attached hereto and as otherwise incorporated by reference).
- **8.** Contractor's Commission on Human Rights and Opportunities ("CHRO") Compliance documents, dated May 21, 2021, consisting of 5 pages (attached hereto);
- **9.** Contractor's Certificate of Insurance (incorporated by reference);
- **10.** Contractor's Performance Bond (incorporated by reference);
- **11.** Contractor's Payment Bond (incorporated by reference);
- **12.** Any and all amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);
- 13. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference); and
- **14.** All applicable permits and licenses (incorporated by reference).

# **REQUEST FOR PROPOSAL (# 6958)** THE CITY OF WATERBURY BOARD OF EDUCATION **FOR** HOPEVILLE BOILER REPLACEMENT

A. Background and Intent

The Board of Education of the City of Waterbury (the "City") is seeking Proposals for HOPEVILLE BOILER REPLACEMENT (the "Project") with the intention of entering into a contract for the furnishing all labor, materials, tools and equipment necessary to execute and properly finish the Project, as detailed and described herein.

B. Qualifications

- 1. Eligible Proposers will be those individuals, businesses, and institutions that have the following qualifications:
  - a. Experience and expertise in regard to providing the types of, or similar services, as those set forth in the Scope of Services;
  - b. A proven track record in providing these types of or similar services in the Connecticut municipal market and understanding of standards and requirements typical for such services;
  - c. Adequate staff/employees to perform/complete the work in a timely manner;
  - d. Knowledge of, and compliant with, all applicable federal and State laws and regulations governing the services to be provided under this RFP;
  - e. At the time of contract award, has or will have sufficient capacity, facilities, equipment, labor, financial capability, and experience to provide all services required hereunder throughout the Contract Term, plus any extensions thereof, and to conduct all such services in a regulatory-compliant and reliable manner.

C. Scope of Services

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

NOTE: Bid Drawings shall be issued by 5/5/2021

D. Agreement Period

Successful Proposer agrees and covenants that the Contract Time shall commence upon delivery of the City's written notice to proceed, which shall occur after contract execution by both parties. The Successful Proposer agrees further that it shall complete all work and services required under this contract within Sixty (60) consecutive calendar days of the City's written Notice to Proceed ("Contract Time").

E. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services or activities.

- 2. Proposers must review and be prepared to sign prior to the execution of any contract with the City, the items and any forms included in <u>Attachment A</u> (Contract Compliance Documents) attached hereto and made part of this RFP.
- 3. All questions and communications about this RFP and submission requirements must be directed to the City of Waterbury Procureware website and must be received by 2:00 PM on 5/13/2021. Prospective proposers must limit their contact regarding this RFP to Mr. McCaffery or such other person otherwise designated by Mr. McCaffery.
- 4. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, along with any changes or amendments to this RFP, will be available via the City of Waterbury Procureware website by 2:00 PM on 05/17/2021. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director, Mr. McCaffery, at (203) 574-6748.
- 5. A mandatory pre-bid conference will be held on 05/11/2021 at 10:00 AM, at Hopeville Elementary School located at 2 Cypress St, Waterbury, CT 06706. Attendance at the pre-bid conference is <u>mandatory</u> by a representative of each perspective bidder

F. Management

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

# G. Conditions

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

a. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged not to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.

b. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.

c. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.

d. The proposer agrees that the proposal will remain valid for a period of NINETY (90) days after the closing date for the submission and may be extended beyond that time by mutual agreement.

- e. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
- f. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel

from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.

- g. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
- h. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
- i. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
- j. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.1(e) of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price(s) and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
- k. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
- 1. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.
- m. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
- n. Where this RFP results in a contract, the proposer must accept the City's standard agreement language. See <u>Attachment B</u>.
- o. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

# H. Submittal Requirements & Required Format

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

Director of Purchasing City of Waterbury 235 Grand Street, Room 103 Waterbury, CT 06702

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

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

# a. Contract Compliance Documents (Attachment A)

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

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

- i. Proposers shall complete Attachment C addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP.
- ii. Each Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda as required per Attachment C, which is attached hereto and made part of this RFP.
- iii. Each Proposer shall complete the Non-Collusion Affidavit and Acknowledgment Affidavit (Attachment C) and include it as part of the proposal submission.

# c. Price Proposal (Attachment D).

- i. Proposal pricing shall inclusive of all costs associated with proving the products & services required under this RFP, including, but not limited to all personnel and non-personnel expenses, insurance costs and permitting costs.
- ii. The Price Proposal (Attachment D) shall be submitted as part of the proposal submission; however, it must be submitted in a separate envelope marked "Confidential: Price Proposal."
- iii. Note regarding Price Proposal: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.

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

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

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

- a. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this RFP.
- b. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP, including any services expected of the City.

# I. Evaluation of Proposals; Selection Process

# 1. Evaluation Criteria

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Quality, completeness and responsiveness of Proposal.
- b. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in <a href="Section B.-Qualifications">Section B.-Qualifications</a> of this RFP.
- c. Financial strength of Proposer.
- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

# 2. Selection Process

a. The City will have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

# J. Rights Reserved to The City

1. The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

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

K. Federal, State and Local Employment Requirement- NOT APPLICABLE TO THIS RFP. Proposers, if applicable, shall be obligated to fully comply with the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance "), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form.

## L. State Set-Aside Requirements

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.

With respect to performance of work under this RFP, the Successful Proposer shall not commence any work resulting from this RFP until all insurance required herein has been obtained by the Successful Proposer and such insurance has been approved by the City. The Successful Proposer shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

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

Proposer or subcontractor may be liable.

Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of any contract or issuance of any purchase order resulting from this RFP and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months. If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

General Liability: \$1,000,000 each Occurrence

\$2,000,000 General Aggregate

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

Auto Liability: \$1,000,000 Combined Single Limit each Accident

Any Auto, All Owned and Hired Autos

Workers Compensation: WC Statutory Limits

Employer Liability (EL) \$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

Contractors Pollution Liability Insurance: \$1,000,000 each Occurrence/Claim

\$1,000,000 Aggregate

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

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City Waterbury is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Builders Risk and Professional Liability.

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

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

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

Certificates of Insurance: The Successful Proposer's General, Automobile, and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City as an additional insured and include a waiver of subrogation on all lines of coverage. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Successful Proposer's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the issuance of a Purchase Order and/or execution of a Contract by the City, the Successful Proposer shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name City of Waterbury and the Waterbury Board of Ed as an Additional Insured on a primary and noncontributory basis to all policies, except Workers Compensation. All policies shall include a Waiver of Subrogation". The City's RFP Number must be shown on the certificate of insurance to assure correct filing. The Successful Proposer must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the Public Works Department and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

# N. City of Waterbury Contract Form/RFP Documents

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

c. All references in this RFP and/or in the attached City of Waterbury Contract form (Attachment B) to "Bid" or "Bid Form" shall mean "Price Proposal "as the context so requires.

O. Performance/Payment Bonds

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

P. Proposal Security

Each proposal over \$50,000 shall be accompanied by Security (a Certified Check or Bond) in the amount of ten (10) percent of the Proposal amount.

Q. Prevailing Wages

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

# **END OF SECTION**

KEVIN McCAFFERY
DIRECTOR OF PURCHASING



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

# **ADDENDUM #2**

May 17, 2021

RFP 6958

**Hopeville Boiler Replacement** 

**Question:** Did the city order the boilers through the manufacture or did they use a vendor?

**Answer:** In Addendum 1, please disregard "A. Alternate 1 – Owner Purchased Equipment" under 3.1 SCHEDULE OF ALTERNATES. The City will not be purchasing a boiler. All quotes should include the option of the contractor providing the boiler.

Thank you.

**Kevin McCaffery Director of Purchasing – City of Waterbury** 

KEVIN McCAFFERY
DIRECTOR OF PURCHASING



# ADDENDUM #1

May 5, 2021

**RFP 6958** 

**Hopeville Boiler Replacement** 

I. The following documents have been revised as part of Addendum #1:

**004113 - BID FORM** 

004322 - UNIT PRICES FORM

011000 - SUMMARY

**012300 - ALTERNATES** 

The revised forms are attached. The old forms should be discarded and the new forms should be utilized when submitting your proposal.

II. The drawings referred to on page 1 of the RFP have been posted.

Thank you.

**Kevin McCaffery Director of Purchasing – City of Waterbury** 

#### DOCUMENT 004113 - BID FORM

1.1	BID INFORMATION	J
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Α	Bidder:		
/ L.	Diauci.		

- A. Project Identification: Hopeville Boiler Replacement Project
  - a. Project Location: 2 Cypress Street, Waterbury, CT 06706
  - b. Owner: City of Waterbury, Board of Education
  - a. Owner's Representative: Chris Harmon, School Inspector, Waterbury Public Schools
  - c. Owner's Representative: Will Zhuta, Waterbury Public Schools
  - d. Engineer: BL Companies

#### 1.2 CERTIFICATIONS AND BASE BID

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

(SEE FOLLOWING PAGE)

1.		or, Materials, & OH&P for the demolition and new cribed in the scope of work, drawings, and specific		m heating boiler sy	ystem, as
			Dollars (\$	).	
2.	Wat	er treatment scope (clean/ flush and chemical fill)			
			Dollars (\$	).	
3.	Con	trols integration scope for site BMS			
			Dollars (\$	).	
4.	Gen	eral Conditions, per Specifications:			
			Dollars (\$	).	
5.	Perf	Formance, Payment and Maintenance Bonds:			
			Dollars (\$	).	
TC	TAL	OF ITEMS (1-6)	Do	ollars (\$	).
1.3	}	ALTERNATES (see ALTERNATES 012300 for	r specific requiremer	nts)	
	A.	Bidder must attach completed 'ALTERNATES (	012300' to this bid fo	orm.	
1.4	ļ	UNIT PRICING (see DOCUMENT 004322 - UNIT PRICING (see DOCUMENT 00432 - UNIT PRICING (see DOCUMEN	NIT PRICES FORM	' for specific requir	rements)
	A.	Bidder must attach completed 'DOCUMENT 00	4322 - UNIT PRICE	ES FORM' to this b	oid form.
1.5	5	BID GUARANTEE			
	A.	The undersigned Bidder agrees to execute a confurnish surety as specified within 30 days after days after receipt of bids, and on failure to do scashier's check, certified check, U.S. money ord failure, in the following amount constituting ten	a written Notice of A so agrees to forfeit to ler, or bid bond, as I	Award, if offered volume of Owner the attach iquidated damages	within 60 ned cash, for such

В.	In the event Owner does not offer Notice of Award within the time limits stated above, Owner
	will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or
	bid bond.

1.6	SUBCONTR.	ACTORS	AND	SUPPL	JERS

A. The following companies shall execute subcontracts for the portions of the Work indicated:  1. Demolition:	
3. Electrical Work:  4. Controls Vendor:  5. Other (describe):	
5. Other (describe):	
1.7 TIME OF COMPLETION	
A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contr Documents on a date specified in a written Notice to Proceed to be issued by Owner, and sh fully complete the Work within the agreed upon calendar days.	
1.8 ACKNOWLEDGEMENT OF ADDENDA	
A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in preparation of this Bid:	the
1. Addendum No. 1, dated	
2. Addendum No. 2, dated	
3. Addendum No. 3, dated	
4. Addendum No. 4, dated	

## 1.9 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
- 1. Bid Form Supplement Bid Bond Form (AIA Document A310).

## 1.10 CONTRACTOR'S LICENSE

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

(SEE FOLLOWING PAGE)

11	SUBMISSION OF BID	
A.	Respectfully submitted this day of _	, 2020.
B.	Submitted By:	(Name of bidding firm or corporation)
C.	Authorized Signature:	(Handwritten signature).
D.	Signed By:	(Type or print name).
E.	Title:	(Owner/Partner/President/Vice President).
F.	Witness By:	(Handwritten signature).
G.	Attest:	(Handwritten signature).
Н.	By:	(Type or print name).
I.	Title:	(Corporate Secretary or Assistant Secretary).
J.	Street Address:	
K.	City, State, Zip:	
L.	Phone:	
M.	License No.:	
N.	Federal ID No.:	(Affix Corporate Seal Here).

END OF DOCUMENT 004113

#### DOCUMENT 004322 - UNIT PRICES FORM

1.1	BID INFORMATION
A.	Bidder:

- B. Project Identification: Hopeville Boiler Replacement Project
- 1. Project Location: 2 Cypress Street, Waterbury, CT 06706
- 2. Owner: City of Waterbury, Board of Education
  - a. Owner's Representative: Chris Harmon, School Inspector, Waterbury Public Schools
  - b. Owner's Representative: Will Zhuta, Waterbury Public Schools
- 3. Engineer: BL Companies

#### 1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work and for adjustment of the quantity given in the Unit-Price Allowance for the actual measurement of individual items of the Work.
- C. If the unit price does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

#### 1.3 UNIT PRICES

# A. <u>UNIT PRICE #1 - Replace Condensate Pump</u>

- 1. Disconnect piping and electrical connections for reuse. Demo existing 20-gallon duplex condensate pump.
- 2. Install new Shipco, Model 102.0-DS condensate pump. Power 208V /1ph; provide fabricated base, duplex pump (lead/lag) with water level gage; pump suction side isolation valve; low water cut-off, single point power connection, and individual motor starters/ controls for each pump, packaged controls from manufacturer. Reconnect existing power and piping.
- 3. Include 5' of 2" piping with miscellaneous fittings, valves, and insulation for the condensate return and pumped condensate.

Dollars (\$	) per Condensate Pump.
 `	

UNIT PRICES FORM 004322 - 1

1.4 SUB	BMISSION OF BID SUPPLEMENT	
A.	Respectfully submitted this day of	, 2012.
B.	Submitted By:corporation).	(Insert name of bidding firm or
C.	Authorized Signature:	(Handwritten signature).
D.	Signed By:	(Type or print name).
E.	Title:	_(Owner/Partner/President/Vice President).

END OF DOCUMENT 004322

UNIT PRICES FORM 004322 - 2

#### 'SECTION 011000 - SUMMARY

#### PART 1 - GENERAL

#### 1.1 SUMMARY

#### A. Section Includes:

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

## B. Related Requirements:

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

## 1.2 PROJECT INFORMATION

- 1. Project Identification: Hopeville Boiler Replacement Project
- 2. Project Location: 2 Cypress Street, Waterbury, CT 06706
- 3. Owner: City of Waterbury, Board of Education
  - a. Owner's Representative: Chris Harmon, School Inspector, Waterbury Public Schools
  - a. Owner's Representative: Will Zhuta, Waterbury Public Schools
- 4. Engineer: BL Companies

## 1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
  - 1. Single-Prime Contractor will be required to perform the basic tasks as listed below, including all related work required to facilitate successful completion of project;
    - a. Demolition required facilitate installation of new work;
      - 1) Disassembly of existing boiler.

- 2) Demolition and removal of boiler, boiler feed tank/ pumps, select steam piping, condensate piping, and accessories.
- 3) Demolition and removal of selective piping, and accessories.
- 4) Demolition of existing abandoned steam heat exchanger, domestic hot water heat exchanger, riveted steel condensate tank, associated hangers, supports, etc... caping/ blind flange for associated piping, isolation on pneumatic tubing back to nearest tee.
  - a) SEE ALTERNATE 2
- 5) Cutting, patching, removing louvers, and coordination with owner's requirements.
- 6) Demolition of existing electrical panel, reusing circuits as indicated.

#### b. New installation:

- 1) Installation of one (1) new natural gas, high efficiency steam boiler, venting, and accessories.
  - a) SEE ALTERNATE 1
- 2) Installation of one (1) new boiler feed system, piping, chemical feed system, and two (2) blowdown separators.
- 3) Installation of new louver, plenum, ductwork, combustion air fan, and controls for boiler makeup air.
- 4) Integration of exiting boiler controls with new sequence of operation.
- 5) Installation of new electrical panel, new circuits as indicated, and reconnecting existing circuits.
- c. Startup and owner training
  - 1) Provide manufacturer startup for all equipment.
  - 2) Provide one (1) day of owner training with the manufacturer.
  - 3) Chemical burn in treatment.
- 2. The contractor will be required to provide temporary sanitary facilities during construction (portable toilettes).
- 3. The building owner will provide a secure room for on-site storage space. Contractor will be able to utilize this space for stock and tool storage, and office space during construction.
  - a. Contractor will be required to provide protections for finishes.
  - b. Contractor will be required to restore finishes to existing condition after construction.

## B. Type of Contract:

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

#### 1.4 ACCESS TO SITE

- A. General: Each Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
  - 1. Contractor shall perform daily cleaning and final cleaning.
- B. General: Each Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

- C. Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Driveways, Walkways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- D. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- E. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

#### 1.5 COORDINATION WITH OCCUPANTS

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

- 1. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
- 2. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

#### 1.6 WORK RESTRICTIONS

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

#### SECTION 012300 - ALTERNATES

#### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

#### 1.2 DEFINITIONS

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

#### 1.3 PROCEDURES

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

ALTERNATES 012300- 1

# PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

## 3.1 SCHEDULE OF ALTERNATES

A. Alternate 1 – Owner Purchased Equipment

DEDUCT \$

- 1. DEDUCT Smith, Model 28HE-S-8 boiler, PowerFlame burner, and specified accessories.
- 2. Owner will direct purchase Smith, Model 28HE-S-8 boiler and PowerFlame burner, specified in the contract documents.
- 3. Contractor to receive owner purchased boiler/ accessories and install per the contract documents.

(Fill in the applicable line below)

В.	Alter	provide blind flange and remove adjacent valve as indicated to remaining header to remain; from the system. Shell and tube steam heat exchanger and remaining header to remain;
	2.	steam to DHW heat exchanger and remaining header to remain; and abandoned steel tank to remain.  Contractor shall reconfigure condensate piping, disconnect domestic water connections,
		and demo/ cap domestic water piping as indicated in the contract documents.

(Fill in the applicable line below)

DEDUCT \$		

END OF SECTION 012300

ALTERNATES 012300- 2

# CITY OF WATERBURY BOARD OF EDUCATION

RFP # 6958 ATTACHMENT F Scope of Services

# **GENERAL DESCRIPTION**

**Technical Specifications** 

Division	Section Title	Pages
DIVISION	00 - PROCUREMENT AND CONTRACTING REQUIREMENTS	
004113	BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)	5
004322	UNIT PRICES FORM	1
DIVISION	01 - GENERAL REQUIREMENTS	
011000	SUMMARY	4
012300	ALTERNATES	2
013100	PROJECT MANAGEMENT AND COORDINATION	9
013300	SUBMITTAL PROCEDURES	6
015000	TEMPORARY FACILITIES AND CONTROLS	6
017419	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	5
017700	CLOSEOUT PROCEDURES	7
DIVISION	02 - EXISTING CONDITIONS	
024119	SELECTIVE DEMOLITION	7

END OF TABLE OF CONTENTS

### SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

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

### 1.2 DEFINITIONS

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

## 1.3 INFORMATIONAL SUBMITTALS

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

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

#### 1.4 GENERAL COORDINATION PROCEDURES

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

## 1.5 COORDINATION DRAWINGS

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

## 1.6 REQUEST FOR INFORMATION (RFI)

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

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

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

## 1.7 DIGITAL PROJECT MANAGEMENT PROCEDURES

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

### 1.8 PROJECT MEETINGS

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

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

- other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
- 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
  - a. Preparation of Record Documents.
  - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
  - c. Procedures for completing and archiving web-based Project software site data files
  - d. Submittal of written warranties.
  - e. Requirements for completing sustainable design documentation.
  - f. Requirements for preparing operations and maintenance data.
  - g. Requirements for delivery of material samples, attic stock, and spare parts.
  - h. Requirements for demonstration and training.
  - i. Preparation of Contractor's punch list.
  - j. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
  - k. Submittal procedures.
  - 1. Coordination of separate contracts.
  - m. Owner's partial occupancy requirements.
  - n. Installation of Owner's furniture, fixtures, and equipment.
  - o. Responsibility for removing temporary facilities and controls.
- 4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- D. Progress Meetings: Construction Manager will conduct progress meetings at regular intervals.
  - 1. Coordinate dates of meetings with preparation of payment requests.
  - 2. Attendees: In addition to representatives of Owner, Construction Manager, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      - 1) Review schedule for next period.
    - b. Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.

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

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- 1) Interface requirements.
- 2) Sequence of operations.
- 3) Resolution of BIM component conflicts.
- 4) Status of submittals.
- 5) Deliveries.
- 6) Off-site fabrication.
- 7) Access.
- 8) Site use.
- 9) Temporary facilities and controls.
- 10) Work hours.
- 11) Hazards and risks.
- 12) Progress cleaning.
- 13) Quality and work standards.
- 14) Status of RFIs.
- 15) Proposal Requests.
- 16) Change Orders.
- 17) Pending changes.
- 3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

## PART 2 - PRODUCTS (Not Used)

#### **PART 3 - EXECUTION**

## 3.1 BASELINE PROJECT SCHEDULE

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

# END OF SECTION 013100

#### SECTION 013300 - SUBMITTAL PROCEDURES

#### PART 1 - GENERAL

## 1.1 SUMMARY

### A. Section Includes:

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

## B. Related Requirements:

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

#### 1.2 DEFINITIONS

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

### 1.3 SUBMITTAL SCHEDULE

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

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

#### 1.4 SUBMITTAL FORMATS

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

## 1.5 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  - 1. Email: Prepare submittals as PDF package, and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.
    - a. Architect, through Construction Manager, will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.
  - 2. Web-Based Project Software: Prepare submittals in PDF form, and upload to web-based Project software website. Enter required data in web-based software site to fully identify submittal.
  - 3. Paper: Prepare submittals in paper form, and deliver to Architect.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  - 4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect and Construction Manager reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Construction Manager's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  - 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Construction Manager will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  - 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
  - 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
- D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
  - 1. Note date and content of previous submittal.

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

## 1.6 SUBMITTAL REQUIREMENTS

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

# 4. Location within room or space.

### C. Certificates:

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

## D. Test and Research Reports:

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

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

#### 1.7 CONTRACTOR'S REVIEW

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

#### 1.8 ARCHITECT'S AND CONSTRUCTION MANAGER'S REVIEW

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

## SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

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

#### 1.3 **USE CHARGES**

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

#### 1.4 INFORMATIONAL SUBMITTALS

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

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

#### 1.5 **QUALITY ASSURANCE**

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

#### 1.6 PROJECT CONDITIONS

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

#### PART 2 - PRODUCTS

#### 2.1 **MATERIALS**

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

#### 2.2 TEMPORARY FACILITIES

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

## 2.3 EQUIPMENT

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

#### PART 3 - EXECUTION

## 3.1 INSTALLATION, GENERAL

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

#### 3.2 TEMPORARY UTILITY INSTALLATION

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

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

#### 3.3 SUPPORT FACILITIES INSTALLATION

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

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

#### 3.4 MOISTURE AND MOLD CONTROL

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

## 3.5 OPERATION, TERMINATION, AND REMOVAL

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

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TEMPORARY FACILITIES AND CONTROLS

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

END OF SECTION 015000

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### SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

#### PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Salvaging nonhazardous demolition and construction waste.
  - 2. Recycling nonhazardous demolition and construction waste.
  - 3. Disposing of nonhazardous demolition and construction waste.

## B. Related Requirements:

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

## 1.2 DEFINITIONS

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

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CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

## 1.3 PERFORMANCE REQUIREMENTS

- A. General: Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate disposal, recycling, and salvage of materials.
  - 1. Demolition Waste:
    - a. Concrete.
    - b. Concrete masonry units.
    - c. Insulation.
    - d. Gypsum board.
    - e. Acoustical tile and panels.
    - f. Demountable partitions.
    - g. Equipment.
    - h. Piping.
    - i. Supports and hangers.
    - j. Valves.
    - k. Mechanical equipment.
    - l. Electrical conduit.
    - m. Copper wiring.

## 2. Construction Waste:

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

### 1.4 ACTION SUBMITTALS

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

### 1.5 INFORMATIONAL SUBMITTALS

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

## 1.6 QUALITY ASSURANCE

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

## PART 2 - PRODUCTS (Not Used)

#### PART 3 - EXECUTION

## 3.1 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Owner's Use: Salvage items for Owner's use and handle as follows:
  - 1. Clean salvaged items.
  - 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
  - 3. Store items in a secure area until delivery to Owner.
  - 4. Transport items to Owner's storage area on-site as designated by Owner.
  - 5. Protect items from damage during transport and storage.
- B. Equipment: 24 cast iron boiler sections.
  - 1. Contractor shall disassemble boiler identified by owner for salvage. All components of this boiler shall be stored on pallets and wrapped in plastic; including 18 cast iron boiler

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- sections, burners, gas train, controls, accessories, etc... This boiler will be reinstalled by the owner at another location. Contractor shall take care to disassemble boiler in such a way as to enable transport and reinstallation at another location.
- 2. Contractor shall move six (6) cast iron boiler sections identified by the owner to the loading dock.
- 3. Contractor shall remove power flame burners, gas train, controls, and accessories. Store on pallets and wrap in plastic.
- 4. The owner shall retain rigging and moving services under a separate contract.
- 5. All salvage materials shall be moved to loading dock. Contractor must coordinate demolition schedule with owner. Owners rigger will remove salvage materials from the loading dock.

## 3.2 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

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

#### 3.3 RECYCLING CONSTRUCTION WASTE

### A. Packaging:

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

## 3.4 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
  - Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Burning: Burning of waste materials is permitted only at designated areas on Owner's property, provided required permits are obtained. Provide full-time monitoring for burning materials until fires are extinguished.
- D. Disposal: Remove waste materials and dispose of at designated spoil areas on Owner's property.
- E. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION 017419

### SECTION 017700 - CLOSEOUT PROCEDURES

#### PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

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

### 1.3 ACTION SUBMITTALS

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

## 1.4 CLOSEOUT SUBMITTALS

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

## 1.5 MAINTENANCE MATERIAL SUBMITTALS

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

## 1.6 SUBSTANTIAL COMPLETION PROCEDURES

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

- 10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
  - 1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  - 2. Results of completed inspection will form the basis of requirements for final completion.

## 1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
  - 1. Submit a final Application for Payment.
  - 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  - 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  - 4. Submit final completion photographic documentation.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
  - 1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

## 1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  - 1. Organize list of spaces in sequential order, proceeding from lowest floor to highest floor.
  - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  - 3. Include the following information at the top of each page:

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

### 1.9 SUBMITTAL OF PROJECT WARRANTIES

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

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

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

### PART 3 - EXECUTION

### 3.1 FINAL CLEANING

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

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

### 3.2 REPAIR OF THE WORK

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

END OF SECTION 017700

#### SECTION 024119 - SELECTIVE DEMOLITION

#### PART 1 - GENERAL

#### 1.1 SUMMARY

#### A. Section Includes:

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

#### B. Related Requirements:

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

#### 1.2 DEFINITIONS

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

#### 1.3 MATERIALS OWNERSHIP

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

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- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
  - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

#### 1.4 PREINSTALLATION MEETINGS

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

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For refrigerant recovery technician.
- B. Engineering Survey: Submit engineering survey of condition of building.
- C. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- D. Schedule of Selective Demolition Activities: Indicate the following:
  - Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building manager's on-site operations are uninterrupted.
  - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
  - 3. Coordination for shutoff, capping, and continuation of utility services.
  - 4. Use of elevator and stairs.
  - 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- E. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Comply with Section 013233 "Photographic Documentation." Submit before Work begins.
- F. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

024119 SELECTIVE DEMOLITION G. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

#### 1.6 CLOSEOUT SUBMITTALS

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

#### 1.7 QUALITY ASSURANCE

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

#### 1.8 FIELD CONDITIONS

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

024119 SELECTIVE DEMOLITION

#### 1.9 COORDINATION

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

#### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

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

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

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

#### 3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

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

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

#### 3.3 PROTECTION

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

#### 3.4 SELECTIVE DEMOLITION, GENERAL

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

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

#### 3.5 DISPOSAL OF DEMOLISHED MATERIALS

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

- 4. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- B. Burning: Do not burn demolished materials.

#### 3.6 CLEANING

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

#### 3.7 SELECTIVE DEMOLITION SCHEDULE

- 1. Remove and Salvage:
  - a. Owner may remove parts or all of the existing burner. Contractor shall assume their demolition scope includes demolition of burners in their entirety.

END OF SECTION 024119

#### DRAFT AIA Document A310 - 2010

#### Bid Bond

#### CONTRACTOR:

(Name, legal status and address)

#### « »« » « »

#### SURETY:

(Name, legal status and principal place of business)



#### OWNER:

(Name, legal status and address)

(( ))(( )) (( ))

BOND AMOUNT: \$ ( )

#### PROJECT:

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

(Name, tocation or daaress, and Project number, if any)

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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.

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.

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.



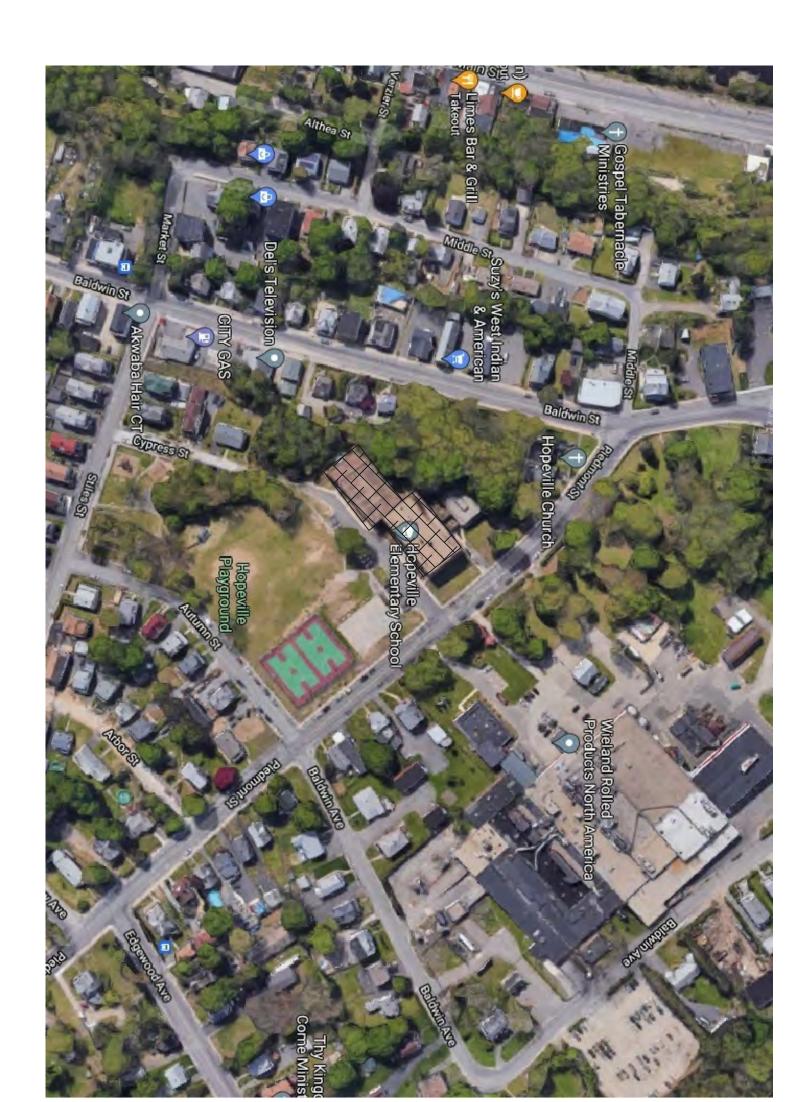


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1

2 CYPRESS STREET WATERBURY, CT

ISSUED FOR BID -, ω



SITE MAP



No. 210102.00

WINGS

16060 SECONDARY GROUNDING

ELECTRICAL IDENTIFICATION

(208Y/120V, 3 PH):
PHASE A: BLACK
PHASE B: RED
PHASE C: BLUE
NEUTRAL: WHITE
GROUND: GREEN

WIRE

NNECT AND SPLICE WIRE NO. 8 AWG AND SMALLER WITH SELF—INSULATING, WIRE NU NNECTORS.

ICE ALL NO. 6 AWG AND LARGER COPPER CONDUCTORS WITH HIGH CONDUCTIVITY, WROUGH SPER, COLOR—KEYED COMPRESSION CONNECTOR SIMILAR TO BURNDY OR T&B.

I SCREW TYPE CONNECTORS ARE ONLY ACCEPTABLE ON THE LOAD SIDE LUGS OF CLASS I AND TCHBOARDS, PANELBOARDS, CIRCUIT BREAKERS, FUSIBLE SWITCHES AND ON INDIVIDUAL MOTO NITROLLERS.

SPLACING INSTALLED

5/3/2021.BRICHARDSON.G:\JOBS21\00\2100102\DWG-ARCH\E2100102-0.01.DWG.E0.01 30X4;

DO NOT INDICATE EVERY CONDUCTOR UNLESS EQUIRED. PROVIDE THE NECESSARY TRAVELERS

161 BOXES HE SAME TIME. USE UL LISTED WIRE PULLING MMENDED TENSION.

LDING HAS BEEN PHYSICALLY PROTECTED FROM DINJURE CONDUCTORS HAS BEEN COMPLETED.

TEM BEFORE INSTALLING CONDUCTORS.

TOR INSTALLED IN WRONG RACEWAY. DO NOT ROM A RACEWAY.

 $\mathbb{C}$ 

S LOCATED IN DAMP LOCATIONS EXPOSED TO MAGE, COMPLETE WITH CASKETED COVER AND BE 4" SQUARE OR 4-11/16" AND MINIMUM OF GANG BOXES A MINIMUM OF 2" DEEP WHEN MORE TO BE TO

D.

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

ALL JUNCTION BOXES, WIRE TROUGHS AND PULL BOXES SHALL BE SIZED PER NFPA 70 REQUIREMENTS AND SHALL BE OF THE PROPER NEMA CLASSIFICATION FOR THE LOCATIONS WHERE THEY ARE INSTALLED. COVERS SHALL BE INSTALLED ON ALL ELECTRICAL BOXES. COVERS SHALL BE LABBELED WITH CIRCUIT DESIGNATION IN PERMANENT MARKER OR ADHESIVE NAMEPLATE.

JUSH WITH THE FINISH SURFACES, AND PROVIDE CODE OR AS NEEDED FOR PROPER INSTALLATION

JOVERS WHERE REQUIRED.

JOVERS WHERE REQUIRED.

JOVERS WHERE BOXES TO INTERIOR WALL AND SIMILAR DEVICES. INSTALL SITUATION.

JOVERS WHERE WITH A/E BEFORE ROUGH—IN.

JOVERSTIBLE CEILINGS OR IN UNFINISHED AREAS.

LOCATIONS WHERE SHOWN OR AT LEAST EVERY CODE OR AS NEEDED FOR PROPER INSTALLATION

ALARM WIRING SHALL BE PAINTED "RED".

IN ACC

ANCE WITH ANSI C80. 3;

1. INDICATED SIZES ARE MINIMUM BASED ON BE USED FOR CONVENIENCE OF WIRE PULLING.
REAS AND IN WALLS OF ALL AREAS OF THE S, CONDUIT MAY BE RUN EXPOSED OVERHEAD.
CCESSIBLE CEILING, PARALLEL OR PERPENDICULAR NDUIT IN A COMMON RACK WHERE POSSIBLE.
UDUIT AND PIPING. MAINTAIN 12 INCH CLEARANCE LUES, STEAM PIPES, AND HEATING APPLIANCES.
AND MAINTENANCE.
ON OF ALIGNMENT BY WIRE PULLING OPERATIONS.
E USING CLAMPS, HANGERS AND THREADED ROD.
AND MAINTENANCE.
VE A 2 (TWO) INCH PAINTED "RED" BAND EVERY

IN EXPOSED LOCATIONS WHERE INSTALLED BE DAMAGED, EXPOSED TO MOISTURE OR

MOISTURE OR CORROSIVE AGENTS. NOT SUBJECT TO MOISTURE OR

ROSIVE AREAS.
INSTALLED AS THE FINAL RACEWAY CONNECTION
STORS AND TRANSFORMERS). FLEXIBLE CONDUITS
LEXIBLE CONDUIT IN ALL AREAS SUBJECT TO
FLEXIBLE CONDUIT (LFMC).
BE USED FOR WIRING IN THE FOLLOWING

ANELBOARDS

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IL ASSEMBLY TO BE INSTALLED. BREAKERS MAY PANELBOARD CONFIGURATION.

IDED WITH PROPERLY SIZED RATING TRIP PLUG.

S, LONG, SHORT AND GROUND PICKUP SETTING CORDINATION STUDY. . HAVE AN A.I.C. RATING EQUAL TO THAT OF SINGLE ASSEMBLY MANUFACTURED AND LISTED ARE NOT PERMITTED TO BE GANGED

3 EQUAL TO THE PANEL IN WHICH THEY ARE BE SUBMITTED TO ELECTRICAL ENGINEER ON A SHALL BE PROVIDED TO THE CONTRACTOR WHEN BOARD.

16411 - DISCONNECT SWITCHES

₽ >

PROVIDE HEAVY DUTY; QUICK-MAKE, QUICK-BREAK, LOAD INTERRUPTER ENCLOSED SWITCH WITH EXTERNALLY OPERABLE HANDLE INTERLOCKED TO PREVENT OPENING FRONT COVER WITH SWITCH IN ON POSITION. HANDLE LOCKABLE IN OFF POSITION. FUSE CLIPS: DESIGNED TO ACCOMMODATE CLASS RK-5.
PROVIDE SOLID COPPER NEUTRAL BAR WHERE A NEUTRAL IS PRESENT IN THE CIRCUIT.
SAFETY DISCONNECT SWITCHES INSTALLED INDOORS SHALL BE NEMA 1 RATED ENCLOSURES AND SAFETY DISCONNECT SWITCHES MOUNTED OUTDOORS SHALL BE NEMA 3R RATED ENCLOSURES.

1 POLE, SURFACE 2 POLE, SURFACE FURNISH AND INSTALL FRACTIONAL HORSEPOWER MANUAL MOTOR STARTERS WITH ON-OFF CONTROL, THERMAL OVERLOAD RELAY AND PILOT LIGHTS. MANUFACTURED BY GENERAL ELECTRIC, SIEMENS, SQUARE 'D', OR ALLEN BRADLEY. 
 GENERAL ELECTRIC
 SQUARE 'D'

 CR101Y11
 2510FG1P

 CR101H11
 2510FG2P
 ALLEN BRADLEY 600-TAX4 600-TAX5 SMFFG1P SMFFG2P

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

DISCONNECT SWITCH

RENT POTENTIAL TRANSFORMER
DENSING UNIT

OVIDE DISCONNECT SWITCHES, WHERE REQUIRED BY NFPA 70, WHERE INDICATED ON DRAWINGS, DEVELOPED BY EQUIPMENT MANUFACTURER, IN A LOCATION CONVENIENT FOR INTENANCE ON EACH SWITCH AND ADJACENT EQUIPMENT.

OVIDE SPARE FUSE CABINET IN MAIN ELECTRICAL ROOM COMPLETE WITH THREE SPARE FUSES FOR CONTROL OF THE FUSE SIZES OVER 600 AMPERES, AND TEN PERCENT SPARE FUSES NIMUM OF THREE) OF EACH TYPE AND RATING INSTALLED FOR 600 AMPERES OR LESS.

"ETY DISCONNECT SWITCHES SHALL BE INSTALLED WITHIN LINE OF SIGHT OF THE RESPECTIVE TOR LOAD. THE SAFETY DISCONNECT SHALL BE LOCKABLE IN THE DI-ENERGIZED STATE OF SITE TOR LOAD. THE SAFETY DISCONNECT FROM BEING INSTALLED WITHIN LINE OF SIGHT OF THE LOAD.

16420 — ENCLOSED CONTROLLERS

A. FULL—VOLTAGE CONTROLLERS:
A. FULL—VOLTAGE CONTROLLER: FULL VOLTAGE, ELECTRICALLY HELD.
1. MAGNETIC CONTROLLER: FULL VOLTAGE, ELECTRICALLY HELD.
a. CONFIGURATION: NONREVERSING.
b. CONTROL CIRCUIT: FIELD COORDINATE WITH MECHANICAL CONTRACTOR. INTEGRAL CPT,
WITH PRIMARY AND SECONDARY FUSES; WITH 50 VA SPARE CAPACITY.
c. OVERLOAD RELAY: MELTING ALLOY.
2. COMBINATION MAGNETIC CONTROLLER: FUSIBLE DISCONNECTING MEANS, AND WITH AUXILIARY CONTACTS.

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

16441 ANALYSIS AND TESTING

16442 — THE SUBCONTRACTOR SHALL LEAVE THE ENTIRE ELECTRICAL SYSTEM INSTALLED UNDER THIS CONTRACT IN PROPER WORKING ORDER AND SHALL REPLACE, WITHOUT ADDITIONAL CHARGE, ALL WORK OR MATERIAL WHICH MAY DEVELOP DEFECTS, ORDINARY WEAR AND TEAR OR DAMAGE RESULTING FROM IMPROPER HANDLING EXCEPTED, WITHIN A PERIOD OF ONE YEAR FROM THE DATE OF INITIAL TESTING AND ACCEPTANCE BY THE CONTRACTOR. GUARANTEE

SYMBOL ELECTRICAL SYMBOL LEGEND DUPLEX RECEPTACLE. (18" A.F.F. UNLESS NOTED OTHERWISE).

RECESSED MOUNTED PANEL BOARD
SINGLE POLE TOGGLE SWITCH. (48" A.F.F. UNLESS NOTED OTHERWISE) MAGNETIC MOTOR STARTER JUNCTION BOX WITH FLEXIBLE CONNECTION TO EQUIPMENT

 $\boxtimes$ 

Q

 $\stackrel{\triangleright}{\bigotimes}$ 

ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH AND SHALL NATIONAL ELECTRICAL CODE AS WELL AS OTHER NFPA CODES & LOCAL BUILDI 円 CONFORM IN ALL ASPECTS TO NG CODES. TRICAL ENERAL . CONTRACTOR SHALL FIELD VERIFY NAMEPLATE LOADS OF ALL EQUIPMENT (MEC TO INSURE PROPER WIRE SIZING AND OVERCURRENT PROTECTION AND SHALL NO **NOTES** 

[괾튀티리찌[다]

IG ELECTRICAL EQI

THESE DRAWINGS ARE DIAGRAMMATIC ONLY; EXACT LOCATIONS OF ALL CONDUIT, ETC. MUST BE FIELD DETERMINED AND RUN TO AVOID OBSTRUCTIONS AND MECHANICAL EQUIPMENT. CUTTING PATCHING AND REFINISHING OF WALLS, FLOORS & CEILINGS REQUIRED FOR THE ELECTRICAL WORK ALL BE PROVIDED FOR BY THE SUB—CONTRACTOR. . PERMITS, LICENSES AND CERTIFICATES COVERING THE COMPLETE INSTALLATION OF ALL BE OBTAINED AND PAID FOR BY THE CONTRACTOR (NORESCO). IRED FOR THE ELECTRICAL WORK SH STEEL REQUIRED FOR ELECTRICAL WORK SHALL BE PROVIDED HALL SEAL ALL ELECTRICAL PENETRATIONS THRU FIDOW CORNING SILICONE RTV FOAM AS A MINIMUM. TION PENETRATED.

PARTITIONS WITH FIRE SELECTION SHALL BE

HANICAL AND OWNER OTIFY ENGINEER OF

ELECTRICAL CONTRACTOR SHALL COORDINATE INSTALLATION OF ELECTRICAL THE GREATEST POSSIBLE CLEARANCE FOR INSTALLATION OF PLUMBING AND RUNS TO BE THROUGH OR ABOVE TRUSSES WHERE POSSIBLE. ELECTRICAL CONTRACTOR TO COORDINATE EXACT PLACEMENT OF ALL DEVICES SHOWN ON CONSTRUCTION DOCUMENTS WITH MECHANICAL AND PLUMBING DRAWINGS PRIOR TO FINAL E THE CEILING TO PROVIDE INSTALLATION. CONDUIT THE ELECTRICA
LACEMENT.

WORK NOT INCLUDED IN CONTRACT ('N.I.C.'); ANY WIRING OR EQUIPMENT NOT TO BE FURNISHED BY ELECTRICAL CONTRACTOR SHALL BE INDICATED ON PLANS AS N.I.C.

WORK, THE ELECTRICAL CONTRACTOR SHALL VISIT THE STING CONDITIONS AND EQUIPMENT, AND DETERMINE HO

ALL UNUSED CONDUIT AND WIRING SHALL BE DROPPED TO THE FLOOR BY THE ELECTRICIAN FOR REMOVAL FROM THE BUILDING BY THE ELECTRICAL CONTRACTOR.

ORKMANSHIP: ONLY THE BEST IN WORKMANSHIP IN ACCORDANCE WITH PRESENT STANDARDS CEPTABLE. ANY WORK INSTALLED AND JUDGED BY THE ENGINEER TO BE BELOW STANDARD JT AND REPLACED WITH PROPERLY DONE WORK AT ELECTRICAL CONTRACTOR'S EXPENSE.

PANEL DIRECTORIES SHALL BE COMPLETELY FILLED IN AT COMPLETION OF

RING FOR LOW VOLTAGE SYSTEMS SHALL BE RUN CONCEALED WITH

ADDITIONAL GFCI RECEPTACLES SHALL BE PROMECHANICAL ROOMS. PRIOR TO THE ELECTRICAL CONTRACTOR BEING RELEASED FROM ALL OBLIGATIONS, HE WILDVER TO THE BUILDING MANAGER THE ORIGINAL COPY OF THE "CERTIFICATE OF ELECTRICA SUBCONTRACTOR SHALL PROVIDE ADDITIONAL GENERAL PURPOSE RECEPTACLES FOR SERVICE. QUIPMENT INSTALLED UNDER THIS CONTRACT (I.E. NEAR ROOFTOP UNITS AND CONDENSING ILITY TO TURN OVER TO DOES NOT HAVE TO BE SED AS BACKGROUNDS OMPLETED TO THE NG HIS SIGNATURE TO AS BEING COMPLETE L OBTAIN AND TURN AL INSPECTION".

H ARCHITECT.

ICING MECHANICAL

IG UNITS).

SUBSTITUTIONS OF EQUIPMENT: SPECIFIED PRODUCTS SHALL BE USED AS THE BASIS OF BID AND SHALL BE PROVIDED; WHERE 2 OR MORE MANUFACTURERS ARE LISTED, THE CHOICE IS AT THE CONTRACTOR'S OPTION. APPROVED EQUAL SHALL BE DETERMINED BY ENGINEER.

THAN 75' SHALL BE #10 WIRE MINIMUM; GREATER THAN 120' JNS GREATER THAN 175' SHALL BE #10 WIRE MINIMUM; GREA: PHASE, NEUTRAL, AND GROUND CONDUCTORS. ELECTRICAL C TIONS FOR BRANCH CIRCUITS LONGER THAN SPECIFIED ABOVE

**ECTRICAL** GENERAL **DEMOLITION NOTES** 

E OR RELOCATE ALL ELECTRICAL D SOUND SYSTEMS AND TELECOM A DRAWINGS, AS NECESSARY. NOT AL G THE ARCHITECTURAL DRAWINGS A REQUIRED BY THAT WORK.

VICES SHOWN HATCHED RCE OF SUPPLY OR NING EXISTING DEVICES AND EXISTING RECORDING INSTALLATION.

Xref (s): ; BD2100102-00

E0.01

HOPEVILLE BOILER REPLACEMENT

2 CYPRESS STREET

WATERBURY, CT 06706

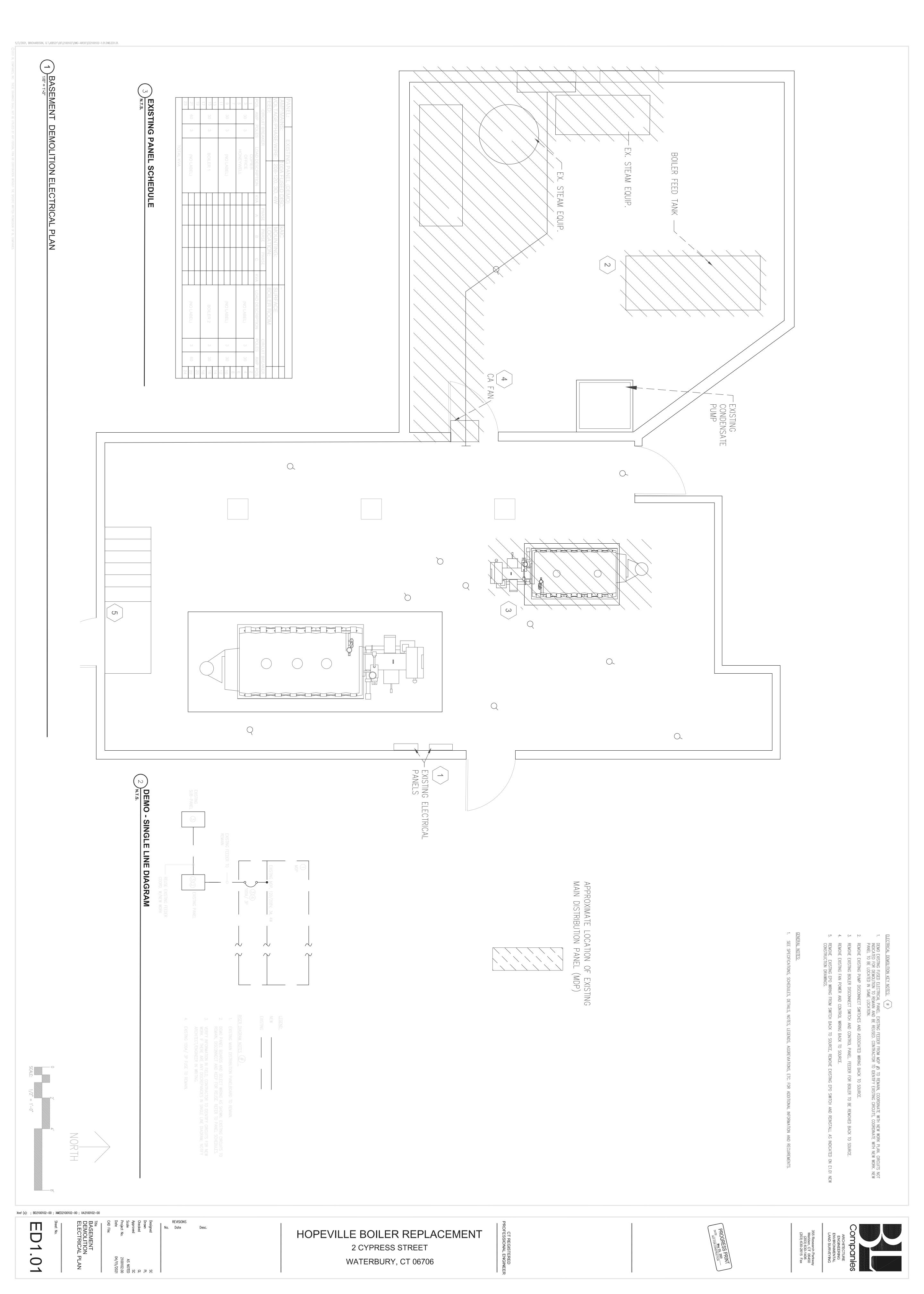
CT REGISTERED ESSIONAL ENGINEER

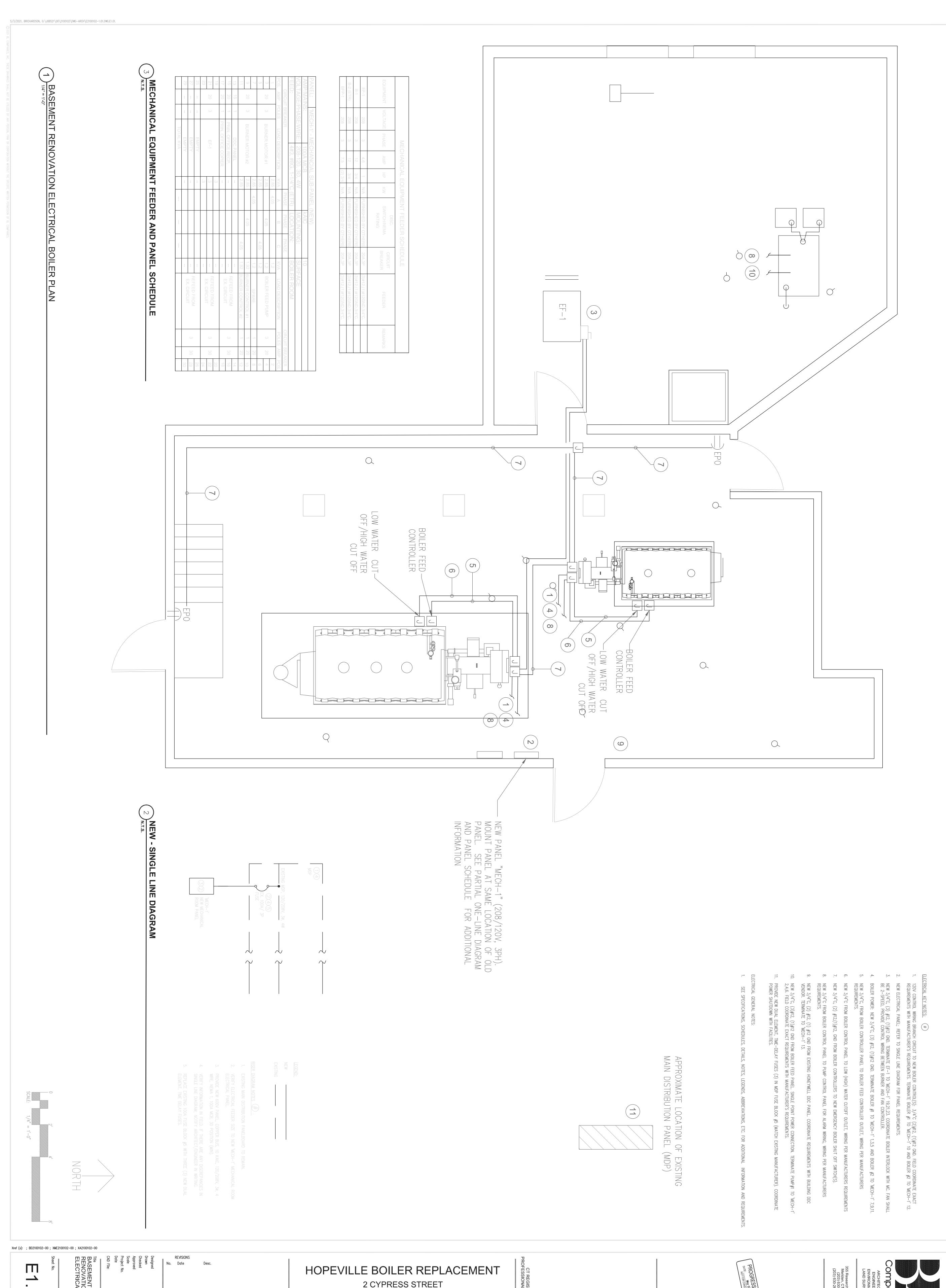
TELEPHONE
TYPICAL
TRANSIENT VOLTAGE SURGE SUPPR

5 Research Parkway 1eriden, CT 06450 (203) 630-1406 (203) 630-2615 Fax

OLATED GROUND TERMEDIATE METALLIC CONDUIT

**ABBREVIATIONS** 





PRESSURE RELIEF VALVE
AUTOMATIC, 2 WAY VALVE CONDENSER WATER SUPPLY
CONDENSER WATER RETURN
GAS PIPING FLOW SWITCH
CONSTANT FLOW DEVICE -&P VALVE RESSURE GAUGE — 2—1/2" DIAL, W/ 1/4" VALVE REFER TO MANUFACTURERS CERECOMMENDED CLEARANCES. PROTECT EXISTING FINISHES, FLOORS, SURFACES, CEILING TILES, CEILING GRID, ETC. DURING THE DEMOLITION PROCESS. REINSTALL CEILING GRID AND TILES OR REPLACE AND REINSTALL CEILING GRID AND TILES IF DAMAGED AND REPAIR OTHER DAMAGED SURFACES PRIOR TO COMPLETION OF WORK. REFER TO ELECTRICAL DEMOLITION DRAWINGS FOR COMPLETE SCOPE OF WORK. TAKE CAUTION IN DEMOLITION OF MECHANICAL EQUIPMENT. ALL MECHANICAL INSTALLATIONS SHALL COMPLY WITH LOCAL AND STATE CODES. ALL EXPOSED PIPING SHALL BE PROPERLY ATTACHED TO WALLS OR ON ROOF SUPPORTS AS REQUIRED. CONCEALED PIPING ABOVE SUSPENDED CEILINGS SHALL BE ATTACHED TO THE STRUCTURE AND NOT TO EXISTING CEILINGS. CONTROL VALVES, CONTROL INSTIJUNDER THE MECHANICAL CONTRASHALL COORDINATE WITH CONTROCCESSORIES TO BE INSTALLED INSTALLED ALLED FROM TRACTOR SHALL PROVIDE ALL HEN WORKING IN AND AROUND THE EXISTING BUILDING, EXTREME CARE SHALL BE KERCISED WITH REGARD TO PROTECTION OF THE EXISTING STRUCTURE AND ELECTRICAL ERVICES WHICH WILL REMAIN. REPAIR, REPLACE, OR RESTORE TO THE SATISFACTION OF THE ONTRACTOR. ALL EXISTING WORK DAMAGED IN THE PERFORMANCE OF DEMOLITION AND/OR WORK. HERE INDICATED, PIPING OR FANS FOR POINTS OF CONNECTION

RACTOR SHALL REMOVE ALL PIPING, VENTING, AND EQUIPMENT INDICATED ON DRAWINDING ALL HANGERS, DAMPERS, WIREMOLD, WIRING CONTROLS, T'STATS, ETC. CIATED W/ EACH PIECE OF EQUIPMENT. MECHANICAL EQUIPMENT SHALL NOT BE DONED IN PLACE.

ATE A WALL, ROOF & FLOOR, CONTRACTOR SHALL INFILL /ROOF W/ LIKE MATERIALS. REFER TO ARCHITECTURAL PLANS )H & REPAIR TO MATCH SURROUNDING SURFACES INCLUDING

rent Iransformer Idensing Unit d Water Valved Openin d Water Idenser Water Return Idenser Water Supply

ORTIONS OF PIPING SHALL BE REUSED. REFER TO DRAWINGS:TIONS. FIELD VERIFY EXISTING CONDITIONS.

ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH AND SHALL CONFORM IN ALL ASPECTS TO THE NATIONAL ELECTRICAL CODE AS WELL AS OTHER NFPA CODES & LOCAL BUILDING CODES.	ELECTRICAL GI
15. ELECTRICAL CONTRACTOR SHALL SUPPLIED) TO INSURE PROPER V	GENERAL NOT

CONTRACTOR SHALL ROUTE PIPING (AND DUCTWORK, AS APPLICABLE) AS HIGH AS POSSIBLE TO MAINTAIN MAXIMUM CLEARANCE ALLOWABLE.

CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND FOLLOWING OWNERS RULES AND STANDARDS PRIOR TO WORK AND COMPLETION OF PROJECT.

ITRACTOR SHALL PROVIDE ALL LABOR AND MATERIALS REQUIRED TO TRACE ALL EXISTING) RELATED PIPING AND CONTROL SYSTEMS IN WORK AREAS AND OUTSIDE AREAS PRIOR WORK.

OF ALL NEW EQUIPMENT WITH OTHER TRADES AND ELECTRICAL SHALL COORDINATE WITH OWNER SUPPLIED AND INSTALLED BE AWARDED FOR REVISIONS CAUSED BY LACK OF

ELECTRICAL GE	GENERAL NOTES
ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH AND SHALL CONFORM IN ALL ASPECTS TO THE NATIONAL ELECTRICAL CODE AS WELL AS OTHER NFPA CODES & LOCAL BUILDING CODES.	15. ELECTRICAL CONTRACTOR SHALL FIELD VERIFY NAMEPLATE LOADS OF ALL EQUIPMENT (MECHANICAL AND OWNER SUPPLIED) TO INSURE PROPER WIRE SIZING AND OVERCURRENT PROTECTION AND SHALL NOTIFY ENGINEER OF
ALL PERMITS, LICENSES AND CERTIFICATES COVERING THE COMPLETE INSTALLATION OF THE ELECTRICAL WORK SHALL	DISCREPANCIES.
ALL CORE-BORING, BACKFILLING AND RESURFACING REQUIRED FOR THE ELECTRICAL WORK SHALL BE PROVIDED BY THE STIR-CONTRACTOR	RATED MATERIAL EQUAL TO DOW CORNING SILICONE RTV FOAM AS A MINIMUM. MATERIAL SELECTION SHALL BE BASED ON RATING OF PARTITION PENETRATED.
ALL CUTTING PATCHING AND REFINISHING OF WALLS, FLOORS & CEILINGS REQUIRED FOR THE ELECTRICAL WORK SHALL BE PROVIDED FOR BY THE SUB—CONTRACTOR.	17. ALL SUPPLEMENTARY STEEL REQUIRED FOR ELECTRICAL WORK SHALL BE PROVIDED BY THE ELECTRICAL CONTRACTOR.
THESE DRAWINGS ARE DIAGRAMMATIC ONLY; EXACT LOCATIONS OF ALL CONDUIT, ETC. MUST BE FIELD DETERMINED AND RUN TO AVOID OBSTRUCTIONS AND MECHANICAL EQUIPMENT.	8. WHERE NOTED ON DRAWINGS OR WHERE ELECTRICAL CONTRACTOR ELECTS TO GROUP CIRCUITS PER ONE NEUTRAL THEY SHALL SIZE NEUTRAL AS FOLLOWS:
	2 #10 NELITRAL DER TWO CIRCUITS

PANEL DIRECTORIES SHALL RE COMPLETELY FILLED IN AT COMPLETION OF JOR	WIRING FOR LOW VOLTAGE SYSTEMS SHALL BE RUN CONCEALED WITHIN WALLS AND ABOVE CEILINGS.	ALL WIRE IN CEILING MUST BE PLENUM RATED.	ELECTRICAL CONTRACTOR TO COORDINATE EXACT PLACEMENT OF ALL DEVICES SHOWN ON THE ELECTRICAL CONSTRUCTION DOCUMENTS WITH MECHANICAL AND PLUMBING DRAWINGS PRIOR TO FINAL PLACEMENT.	ELECTRICAL CONTRACTOR SHALL COORDINATE INSTALLATION OF ELECTRICAL WORK ABOVE THE CEILING TO PROVIDE THE GREATEST POSSIBLE CLEARANCE FOR INSTALLATION OF PLUMBING AND MECHANICAL INSTALLATION. CONDUIT RUNS TO BE THROUGH OR ABOVE TRUSSES WHERE POSSIBLE.	ALL EMPTY CONDUITS FOR FUTURE WORK SHALL BE PROVIDED WITH A PULL WIRE.
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ELECTRICAL CONTRACTOR MUST PRODUCE A LETTER ATTESTING THAT WORK HAS BEEN COMPLETED TO THE SATISFACTION OF THE BUILDING MANAGER WHO WILL CONFIRM HIS ACCEPTANCE BY AFFIXING HIS SIGNATURE TO THE LETTER IN A SPACE PROVIDED FOR THIS PURPOSE. WORK WILL NOT BE CONSIDERED AS BEING COMPLETE WITHOUT THIS LETTER.

WORK NOT INCLUDED IN CONTRACT ('N.I.C.'); ANY WIRING OR EQUIPMENT NOT TO BE FURNISHED BY ELECTRICAL CONTRACTOR SHALL BE INDICATED ON PLANS AS N.I.C.

ALL UNUSED CONDUIT AND WIRING SHALL BE DROPPED TO THE FLOOR BY THE ELECTRICIAN FOR REMOVAL FROM THE BUILDING BY THE ELECTRICAL CONTRACTOR.

BSTITUTIONS OF EQUIPMENT: SPECIFIED PRODUCTS SHALL BE USED AS THE BASIS OF BID AND SHALL BE OVIDED; WHERE 2 OR MORE MANUFACTURERS ARE LISTED, THE CHOICE IS AT THE CONTRACTOR'S OPTION. PROVED EQUAL SHALL BE DETERMINED BY ENGINEER.

GREATER THAN 75' SHALL BE #10 WIRE MINIMUM; GREATER THAN 120' SHALL BE 7V HOMERUNS GREATER THAN 175' SHALL BE #10 WIRE MINIMUM; GREATER THAN 175' SHALL BE #10 WIRE MINIMUM; GREATER THAN PICAL FOR PHASE, NEUTRAL, AND GROUND CONDUCTORS. ELECTRICAL CONTRACTOR CALCULATIONS FOR BRANCH CIRCUITS LONGER THAN SPECIFIED ABOVE AS PER

SITE VISITATION — PRIOR TO SUBMITTING A BID FOR HIS WORK, THE ELECTRICAL CONTRACTOR SHALL VISIT THE SITE TO INSPECT THE NATURE AND EXTENT OF THE EXISTING CONDITIONS AND EQUIPMENT, AND DETERMINE HIS THEY WILL AFFECT THE INSTALLATION OF ELECTRICAL WORK.

UNLESS OTHERWISE NOTED, MINIMUM WIRE SIZE SHALL BE #12 AWG, THWN OR THHN COPPER; M SIZE SHALL BE 3/4°C. UNLESS OTHERWISE SPECIFIED 20A, 120V BRANCH CIRCUIT WIRING SHALL

UIT IS PERMITTED, IN

INIMUM CONDUIT
BE 2#12, #12G.

COORDINATE EXACT LOCATIONS AND MOUNTING HEIGHTS OF EQUIPMENT AND DEVICES WITH ARCHITECT.	PRIOR TO THE ELECTRICAL CONTRACTOR BEING RELEASED FROM ALL OBLIGATIONS, HE WILL OBTAIN AND TURN OVER TO THE BUILDING MANAGER THE ORIGINAL COPY OF THE "CERTIFICATE OF ELECTRICAL INSPECTION".	AT THE COMPLETION OF THE JOB, IT WILL BE THE ELECTRICAL CONTRACTOR'S RESPONSIBILITY TO TURN OVER TO THE BUILDING MANAGER AN AS—BUILT—DRAWING IN REPRODUCIBLE FORM. THIS DRAWING DOES NOT HAVE TO BE MADE FROM SCRATCH; THE CONTRACT REFLECTED CEILING AND POWER PLANS MAY BE USED AS BACKGROUNDS WITH THE ACTUAL CIRCUITING CHANGES ADDED.
SUBCONTRACTOR SHALL PROVIDE ADDITIONAL GENERAL PURPOSE RECEPTACLES FOR SERVICING MECHANICAL EQUIPMENT INSTALLED UNDER THIS CONTRACT (I.E. NEAR ROOFTOP UNITS AND CONDENSING UNITS).	COORDINATE EXACT LOCATIONS AND MOUNTING HEIGHTS OF EQUIPMENT AND DEVICES WITH ARCHITECT.  SUBCONTRACTOR SHALL PROVIDE ADDITIONAL GENERAL PURPOSE RECEPTACLES FOR SERVICING MECHANICAL EQUIPMENT INSTALLED UNDER THIS CONTRACT (I.E. NEAR ROOFTOP UNITS AND CONDENSING UNITS).	PRIOR TO THE ELECTRICAL CONTRACTOR BEING RELEASED FROM ALL OBLIGATIONS, HE WILL OBTAIN AND TURN OVER TO THE BUILDING MANAGER THE ORIGINAL COPY OF THE "CERTIFICATE OF ELECTRICAL INSPECTION".  COORDINATE EXACT LOCATIONS AND MOUNTING HEIGHTS OF EQUIPMENT AND DEVICES WITH ARCHITECT.  SUBCONTRACTOR SHALL PROVIDE ADDITIONAL GENERAL PURPOSE RECEPTACLES FOR SERVICING MECHANICAL EQUIPMENT INSTALLED UNDER THIS CONTRACT (I.E. NEAR ROOFTOP UNITS AND CONDENSING UNITS).
	COORDINATE EXACT LOCATIONS AND MOUNTING HEIGHTS OF EQUIPMENT AND DEVICES WITH ARCHITECT.	PRIOR TO THE ELECTRICAL CONTRACTOR BEING RELEASED FROM ALL OBLIGATIONS, HE WILL OBTAIN AND TURN OVER TO THE BUILDING MANAGER THE ORIGINAL COPY OF THE "CERTIFICATE OF ELECTRICAL INSPECTION".  COORDINATE EXACT LOCATIONS AND MOUNTING HEIGHTS OF EQUIPMENT AND DEVICES WITH ARCHITECT.

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AND INSPECT THE JOB SITE PRIOR TO BIDDING AND UDE THE COST OF THE WORK REQUIRED TO ACCOMM

AL DEVICES, WIRING AND M AS REQUIRED BY THE NEW - ALL DEVICES ARE SHOWN. TI D PROVIDING MISCELLANEOUS

**ECTRICAL** 

**GENERAL** 

DEMOLITION NOTES

MECHANICAL ROOM LIGHT FIXTURES HINDERING AN CONSTRUCTION TO FACILITATE DEMOLITION AND/OR DUCTWORK. SUBCONTRACTOR SHALL REINSTALL LIGHLEVELS SHALL BE THE SAME AS BEFORE.

REFER TO ARCHITECTURAL DRAWINGS FOR EXTENT OF BUILDING DEMOLITION PLAN FOR EXTENT OF CEILING REMOVALS AND REPLACEMENTS. REFER TO SECTIONS FOR EXTENT OF WALL RENOVATIONS, PATCHING AND FINISHES.

REFER TO REFLECTED CEILING CTURAL ELEVATIONS AND

# ABBREVIATIONS REVIATIONS MAY NOT APPEAR ON

HVAC PIPING LEGEND ALL SYMBOLS MAY NOT APPEAR ON DRAWINGS)

**WORK NOTES** 

**DEMO NOTES** 

**MECHANICAL NOTES** 

	-	
mps, Ampere	X	Kilowatt — Hour
BS		Length
bove Counter	LAT	Leaving Air Temperature
bove	LAT	Latent (BTU)
ir Conditioner	В	Pounds (Weight)
Iternating Current	LIN FT	Linear Foot
djacent	LTG	Lighting
mp Frame	LWT	Leaving Water Temperature
bove Finish Floor	mA	Mili Amps
bove Finish Grade	MAX	Maximum
ir Handling Unit	MBTUH	Thousand British Thermal Unit Per Hour
mperes Interrupting Capacity	MCB	Main Circuit Breaker
mbient	MCC	Motor Control Center
mp Trip	MCF	Thousand Cubic Feet
uxiliary, Auxiliaries	MCM	Thousand Circular Mils
udio Visual	MECH	Mechanical
uilding	MIC	Microphone
ritish Thermal Unit	ĭ Z	Minimum
ritish Thermal Unit Per Hour	MISC	Miscellaneous
onduit	MTD	Mounted
atalogue	MTG	Mounting
ircuit Breaker	MTL	Metal
ondensate Drain	MTR	Motor
ubic Feet Per Hour	MTRZD	Motorized
ubic Feet Per Minute	MVD	Manual Volume Damper
hilled Water Return	NA	Not Applicable
hilled Water Supply	NC	Normally Closed
det Iron	NEO	National Fleatrical Code

TIFIED DRAWINGS FOR EQUIPMENT DIMENSIONS AND MAINTAIN

COORDINATE THE REMOVAL OF MECHANICAL EQUIPMENT WITH NEW WINDOWS SUBCONTRACTOR. ARRANGE FOR WEATHERPROOF COVERING WHERE EQUIPMENT REMOVAL LEAVES AN OPENING PENETRATION IN AN EXISTING WINDOW. SEAL ALL WALL OR FLOOR PENETRATIONS.

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LECT	
TRICAL SYMBOL	
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BOL L	
_EGEN	

	ELECTRICAL SYMBOL LEGEND
SYMBOL	DESCRIPTION
$\bigcirc$	DUPLEX RECEPTACLE. (18" A.F.F. UNLESS NOTED OTHERWISE).
	JUNCTION BOX
	JUNCTION BOX WITH FLEXIBLE CONNECTION TO EQUIPMENT
밑	HEAVY DUTY DISCONNECT SWITCH (NON-FUSED)
Q	HEAVY DUTY FUSED DISCONNECT SWITCH
	MAGNETIC MOTOR STARTER
M	MOTOR
	SURFACE MOUNTED PANEL BOARD
	RECESSED MOUNTED PANEL BOARD
S	SINGLE POLE TOGGLE SWITCH. (48" A.F.F. UNLESS NOTED OTHERWISE)
	CONTROL WIRING.
	LINE VOLTAGE WIRING.
	HOME RUN.
NOTE: NOT ALL SY	<u>NOTE:</u> NOT ALL SYMBOLS MAY APPEAR ON THE DRAWINGS.

HOPEVILLE BOILER REPLACEMENT 2 CYPRESS STREET

HVAC LEGEND

(NOTE: ALL SYMBOLS MAY NOT APPEAR ON DRAWINGS)

Xref (s): ; BD2100102-00

EXISTING CONDITIONS FIELD SURVEY CONTRACTOR SHALL REVIEW ALL OTHER TRADES SCOPE OF EQUIPMENT SUBMITTALS. WORK, SEQUENCE OF OPERATIONS

COORDINATE THE WORK WITH WORK OF OTHER TRADES AND FIELD CONDITIONS. CAREFULLY CHECK SPACE REQUIREMENTS AND UTILITIES TO INSURE ALL EQUIPMENT CAN BE INSTALLED IN THE SPACES ALLOTTED THERETO COORDINATE ALL NECESSARY UTILITY SERVICE REQUIREMENTS. THE INSTALLATION OF NEW WORK MAY REQUIRE A PHASED INSTALLATION SEQUENCE. COORDINATE, PROTECT AND SCHEDULE WORK WITH WORK OF OTHER TRADES ACCORDANCE WITH THE REQUIRED CONSTRUCTION SCHEDULE. CONTRACTOR SHALL VISIT SITE TO BECOME THOROUGHLY FAMILIAR WITH EXISTING CONDITIONS AND THEIR EFFECT THE WORK. BEFORE COMMENCING WORK EXAMINE EXISTING ADJOINING WORK ON WHICH THE NEW WORK IS IN WAY DEPENDANT FOR PROPER INSTALLATION, OPERATION AND SERVICE AND REPORT ANY DISCREPANCIES WHICH VINHIBIT THE PROPER INSTALLATION OF NEW WORK. COORDINATION

ALL WORK IN ACCORDANCE WITH EQUIPMENT MANUFACTURERS INSTALLATION INSTRUCTION

SHALL BE PROVIDED AT ALL PENETRATIONS THROUGH FIRE—RESISTANCE RATED OF CONTAINING CABLES, PIPES, DUCTS, CONDUITS AND OTHER PENETRATING ITEMS

PROVIDE CHEMICAL TREATMENT FOR BOILER START UP AND "BURN IN". INITIAL CHEMICAL TREATMENT SHALL BE DON IN THE PRESENCE OF AND UNDER THE SUPERVISION OF A WATER QUALITY CONTRACTOR SPECIALIZING IS THIS TYPE WORK. ALL CHEMICALS FOR BOILER "BURN IN" SHALL BE PROVIDED BY THIS WATER QUALITY CONTRACTOR.

WATER QUALITY AND WATER QUALITY CONTROL

OVIDE TWO DOUBLE WALL CHEMICAL FEED TANKS TO STORE MIXED CHEMICAL TREATMENT. EACH TANK SHALL HAVE DEDICATED CHEMICAL FEED PUMP THAT SHALL BE INTERLOCKED WITH EACH BOILER FEED PUMP. SYSTEM SHALL BE ED, DESIGNED, AND SERVICED BY A WATER QUALITY CONTRACTOR SPECIALIZING IN WATER QUALITY MONITORING AND EMICAL TREATMENT.

# MECHANICAL

## DUCTWORK

BREECHING AND STACKS ALL DUCTWORK SHALL BE CONSTRUCTED FROM GALVANIZED STEEL (G-90) SHEETS UNLESS OTHERWIDRAWINGS. ALL DUCTWORK SHALL CONFORM TO CONSTRUCTION DETAILS IN THE LATEST EDITION OF MANUALS AND NFPA 90A AS APPLICABLE. ALL DUCTWORK SHALL BE CONSTRUCTED FOR A MINIMUM CLASSIFICATION. ALL DUCT SIZES SHOWN ARE CLEAR INSIDE DIMENSIONS.

COMPLY WITH NFPA 211 "STANDARD FOR CHIMNEYS, FIREPLACES, VENTS AND SOLID FUEL BURNING APPLIANCES"

CATEGORY—II, III, IV (CONDENSING O TO NEGATIVE OR POSITIVE PRESSURE APPLIANCE AND NON—CONDENSING POSITIVE PRESSURE APPLIANCE) VENTING MATERIAL SHALL BE IN ACCORDANCE WITH MANUFACTURERS MANUFACTURERS VENTING GUIDELINES, POLY—PRO. MMON VENTING SYSTEMS SHALL BE "ENGINEERED VENTING SYSTEMS" DESIGNED BY THE VENTING ORDANCE WITH THE EQUIPMENT MANUFACTURERS VENTING REQUIREMENTS. MANUFACTURER

FLUE MATERIAL: POLY-PRO OR AL29-4C SUPERFERRITIC STAINLESS STEEL (OR MANUFACTURER APPROVED MATERIAL: 0.018" THICK ALUMINIZED STEEL (OR MANUFACTURER APPROVED VENTING MATERIAL)

RNISH WITH FACTORY FITTINGS AND ACCESSORIES INCLUDING TEES, ELBOWS, INCREASERS, DRAFT HOOD, EXPANSION NTS, FIRE STOP, SPACERS, STORM COLLAR, CAP AND APPLIANCE CONNECTOR SHALL BE PRODUCTS OF A SINGLE NUFACTURER TO ASSURE COMPATIBILITY. WHEN BAROMETRIC DAMPER IS TO BE UTILIZED WITH THE CHIMNEY, THE MNEY MANUFACTURER SHALL PROVIDE THE NECESSARY FITTINGS TO ENABLE ITS INSTALLATION.

ACCEPTABLE MANUFACTURERS: SELKIRK METALBESTOS, METAL FAB, AMPCO, DURAVENT, OR APPROVED EQUAL

PIPE AND TUBING MATERIALS, FITTING AND JOINTS PLY WITH THE ASME STANDARD 31.9 "BUILDING SERVICES PIPING", ANSI STANDARD B31.1 STANDARD FOR "PC G", AND B16.5 FOR WELDING. STEAM AND CONDENSATE PIPING SHALL COMPLY WITH BOCA OR UNIFORM IANICAL CODE WHERE APPROPRIATE. GAS PIPING SHALL COMPLY WITH NFPA 54 "NATIONAL FUEL GAS CODE".

., SOLDER JOINTS ASTM B32 IC COPPER TUBE SYSTEM .HP EPDM GASKET. MECHANICAL

STEEL PIPING: ASTM A-53 GRADE B, SCHEDULE 40, BLACK STEEL PIPE WITH CAST IRON THREADED FITTINGS ANSI B16.4 CLASS 125 MALLEABLE IRON THREADED FITTINGS ANSI B16.3 CLASS 150, STEEL WELDING FITTINGS ASTM A234, FLANGED FITTINGS ASTM B16.5., VIEGA MEGA-PRESS MECHANICAL PRESS FITTINGS, OR VICTAULIC MECHANICAL CONNECTIONS (ROLL GROOVED) JOINTS IN ACCORDANCE WITH MANUFACTURERS INSTALLATION INSTRUCTIONS.

MECHANICAL COUPLINGS FOR GROOVED PIPING STEEL SYSTEMS:

• RIGID: VICTAULIC STYLE 107H (8□ AND SMALLER). STYLE 07 (10□ AND 12□) AND STYLE W07 (14□ AND FLEXIBLE: VICTAULIC STYLE 177 (8□ AND SMALLER), STYLE 77 (10□ AND 12□) AND STYLE W77 (14□ AND GASKETS: GRADE EHP EPDM (8□ AND SMALLER), GRADE E EPDM (14□ AND LARGER)

• FLANGE ADAPTERS: VICTAULIC STYLES 741/W741 FOR DIRECT CONNECTION TO CL 125/150 FLANGED CC STYLE 743 FOR DIRECT CONNECTION TO CL 300 FLANGED COMPONENTS.

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STEAM (LP), 2 INCH AND UNDER STEEL STEAM (LP), 2.5 INCH AND LARGER STEEL STEAM CONDENSATE STEEL NATURAL GAS PIPING STEEL
REFRIGERANT RELIEF PIPING STEEL
DOMESTIC WATER CODDER
CONDENSATE DRAIN RUNOUTS CORDER
DRAINS STEEL CODDED
TERMINAL UNITS
CHILLED WATER RUNOUTS TO AIR OR   STEE
12 INCH AND LARGER STEEL
2.5 INCH TO 10 INCH STEEL
CHILLED/HOT/CONDENSER WATER
SERVICE MATERIAL

STEEL, COPPER SCREW, SOLDER	CASTIRON SCREW	CHILLED WATER RUNOUTS TO AIR OR TERMINAL UNITS  DRAINS  CONDENSATE DRAIN RUNOUTS  CONDENSATE DRAIN RUNOUTS  DOMESTIC WATER  STEAM (LP), 2 INCH AND UNDER  STEAM (LP), 2.5 INCH AND LARGER  STEAM CONDENSATE  NATURAL GAS PIPING  FUEL OIL PIPING		MECHANICAL SCREW, SOLDER, PRESS GALV. SOLDER, MECHANICAL, PRESS SOLDER, PRESS SOLDER, MECHANICAL, PRESS SCREW, SOLDER SCREW WELDED, MECHANICAL SCREW PRESS WELDED, MECHANICAL MECHANICAL	
CAST IRON, SCREW, WROUGHT, SOLDER, PRESS STEEL, GALV. SOLDER, WROUGHT, MECHANICAL, COPPER PRESS WROUGHT SOLDER, PRESS WROUGHT SOLDER, PRESS OWROUGHT MECHANICAL, PRESS	CAST IRON, SCREW, WROUGHT, SOLDER, PRESS STEEL, GALV. SOLDER, WROUGHT, MECHANICAL, COPPER PRESS WROUGHT SOLDER, PRESS SOLDER, WROUGHT MECHANICAL, PRESS STEEL, COPPER SCREW, SOLDER	.5 INCH AND LARGER	STEEL	WELDED, MECHANICAL	STANDARD
CAST IRON, SCREW, WROUGHT, SOLDER, PRESS STEEL, GALV. SOLDER, WROUGHT, MECHANICAL, COPPER PRESS WROUGHT SOLDER, PRESS WROUGHT SOLDER, WROUGHT MECHANICAL, PRESS	CAST IRON, SCREW, WROUGHT, SOLDER, PRESS STEEL, GALV. SOLDER, WROUGHT, MECHANICAL, COPPER PRESS WROUGHT SOLDER, PRESS SOLDER, PRESS SOLDER, WROUGHT MECHANICAL, PRESS STEEL, COPPER SCREW, SOLDER		0-1-1-1	WELDED,	24
CAST IRON, SCREW, WROUGHT, SOLDER, PRESS STEEL, GALV. SOLDER, WROUGHT, MECHANICAL, COPPER PRESS WROUGHT SOLDER, PRESS WROUGHT SOLDER, WROUGHT MECHANICAL, PRESS	CAST IRON, SCREW, WROUGHT, SOLDER, PRESS STEEL, MECHANICAL, COPPER PRESS WROUGHT SOLDER, PRESS WROUGHT SOLDER, PRESS	2.5 INCH AND LARGER	STEEL	WELDED, MECHANICAL	STANDARD
WROUGHT, SOLDER, PRESS  STEEL, GALV. SOLDER, WROUGHT, MECHANICAL, COPPER PRESS WROUGHT SOLDER, PRESS SOLDER, WROUGHT MECHANICAL, PRESS	WROUGHT, SOLDER, PRESS  STEEL, GALV. SOLDER, WROUGHT, MECHANICAL, COPPER PRESS WROUGHT SOLDER, PRESS SOLDER, WROUGHT MECHANICAL, PRESS STEEL, COPPER SCREW, SOLDER	UTS TO AIR OR	CAST IRON,	SCREW,	2
STEEL, GALV. SOLDER, WROUGHT, MECHANICAL, COPPER PRESS WROUGHT SOLDER, PRESS SOLDER, WROUGHT MECHANICAL, PRESS	STEEL, GALV. SOLDER, WROUGHT, MECHANICAL, COPPER PRESS WROUGHT SOLDER, PRESS SOLDER, WROUGHT MECHANICAL, PRESS STEEL, COPPER SCREW, SOLDER	UNITS	WROUGHT,	SOLDER, PRESS	123 700
WROUGHT, MECHANICAL, COPPER PRESS WROUGHT SOLDER, PRESS SOLDER, WROUGHT MECHANICAL, PRESS	WROUGHT, MECHANICAL, COPPER PRESS WROUGHT SOLDER, PRESS SOLDER, WROUGHT MECHANICAL, PRESS STEEL, COPPER SCREW, SOLDER		STEEL,	GALV. SOLDER,	125 001 1
WROUGHT SOLDER, PRESS SOLDER, WROUGHT MECHANICAL, PRESS	WROUGHT SOLDER, PRESS SOLDER, WROUGHT MECHANICAL, PRESS STEEL, COPPER SCREW, SOLDER	INS	WROUGHT,	MECHANICAL, PRESS	STAND/
WROUGHT MECHANICAL,  PRESS	WROUGHT MECHANICAL, PRESS STEEL, COPPER SCREW, SOLDER	RAIN RUNOUTS	WROUGHT	SOLDER, PRESS	STAND/
WROUGHT MECHANICAL, PRESS	WROUGHT MECHANICAL, PRESS  STEEL, COPPER SCREW, SOLDER			SOLDER,	
	STEEL, COPPER SCREW, SOLDER	STIC WATER	WROUGHT	MECHANICAL, PRESS	STANDARD
CAST IRON SCREW		5 INCH AND LARGER	STEEL	WELDED, MECHANICAL	STAND/
CAST IRON STEEL	STEEL WELDED,	ONDENSATE	CAST IRON	SCREW	150 POUNDS
CAST IRON SCREW  STEEL WELDED, MECHANICAL  CAST IRON SCREW	STEEL WELDED,  MECHANICAL  CAST IRON SCREW	L GAS PIPING	MALEABLE IRON	PRESS	150 POUNDS
CAST IRON SCREW  STEEL WELDED, MECHANICAL CAST IRON SCREW  MALEABLE IRON PRESS	STEEL WELDED, MECHANICAL CAST IRON SCREW  MALEABLE IRON PRESS	)IL PIPING	STEEL	WELDED,	STANDARD

PIPE HANGER SPACING AND SUPPORT LOADING SHALL BE IN ACCORDANCE WITH ASME / ANSI B31.9 REQUIREMENTS. WHERE CONCENTRATED LOADS OF VALVES, FITTINGS AND COMPONENTS OCCUR SPACE HANGARS CLOSER AS NECESSARY BASED ON THE WEIGHT TO BE SUPPORTED AND THE MAXIMUM RECOMMENDED LOADS FOR THE HANGER SUPPORT SYSTEM.

ON VICTAULIC INST SYSTEMS, WHICH N COUPLINGS MAY BI ASMB B31.9 STALLATIONS, STYLE 017H, 07 AND W07 RIGID COUPLINGS MAY BE USED ON IPS STEEL PIPING MEET THE SUPPORT AND HANGING REQUIREMENTS OF ASME B31.1, B31.3 AND B31.9. STYLE 607 BE USED ON COPPER TUBING SYSTEMS, WHICH MEET THE SUPPORT AND HANGING REQUIREMENTS OF

HYDRO STATICALLY PRESSURE. TEST PIPING IN ACCORDANCE WITH ANSI B31.9 REQUIREMENTS AT 1-1/2 TIMES SYSTEM WORKING

INSULATION

90.1, AND

ASTM E-84, NFPA 255 AND UL

GENERAL

VALVES SHALL BE PSIG WATER/OIL/G GATE AND GLOBE RATED MINIMUM 125 PSIG WORKING STEAM PRESSURE (WSP) OR 200 3AS (WOG) AND 250 DEG F OR 1.5 TIMES ACTUAL SYSTEM WORKING PRESSURE.

BALL VALVES SERVICE. 150 PSIG WSP, 400 PSIG WOG, ASTM B26, BRONZE BODY WITH THREADED ENDS FOR HOT WATER

PLUG VALVES 2", MSS SP-78 175 AND SMALLER 150 PSIG WOG BRONZE ASTM B62 BODY WITH THREADED ENDS 2-1/2" AND LARGER PSIG WOG STEEL OR DUCTILE IRON BODY FLANGED OR GROOVED ENDS.

BUTTERFLY VALVES 2-1/20 AND LARGER FOR GROOVED PIPING SYSTEMS, MSS SP-67, 300 PSIG CWP, DUCTILE IRON BODY ASTM A536, EPDM SEAT RATED FOR UP TO 250F CONTINUOUS DUTY (FOR 120 AND SMALLER) AND UP TO 230F CONTINUOUS DUTY (140 AND LARGER), DUCTILE IRON OFFSET DISC, STAINLESS STEEL STEM, LEVER OPERATOR WITH LOCKING QUADRANT THROUGH 6: AND GEAR HANDWHEEL OPERATORS WITH POSITION INDICATOR 8" AND LARGER. VICTAULIC MASTERSEAL OR AGS VIC-300.

CHECK VALVES (LIFT OR SPRING-ASSISTED SWING) FOR GROOVED PIPING SYSTEMS 2□ AND LARGER, MSS SP-71, 300 PSIG CWP DUCTILE IRON BODY ASTM A536. VICTAULIC STYLE 716H, 779, W715 OR 712. CHECK VALVES (WAFER OR LIFT AS NOTED) 2" AND SMALLER MSS SP-80 CLASS 125 BRONZE BODY ASTM B26, 2+ AND LARGER MSS SP-71 CLASS 125 CAST IRON BODY ASTM A126 CLASS B.

APPLICATION: (WHERE SPECIFIC VALVE TYPES ARE NOT INDICATED ON THE DRAWINGS THE FOLLOWING REMENTS SHALL APPLY)

GATE, BALL BUTTERFLY (ONLY WHERE INDICATED ON THE DRAWINGS)

FUEL OIL PIPING	NATURAL GAS PIPING	STEAM CONDENSATE	STEAM (LP), 2.5 INCH AND LARGER	STEAM (LP), 2 INCH AND UNDER	REFRIGERANT RELIEF PIPING	DOMESTIC WATER		CONDENSATE DRAIN RUNOUTS		DRAINS		TERMINAL UNITS	CHILLED WATER RUNOUTS TO AIR OR		2 SINCH AND LARGER	2 INCH AND UNDER	CHILLED/HOT/CONDENSER WATER	SERVICE
STEEL	MALEABLE IRON	CAST IRON	STEEL	CASTIRON	STEEL, COPPER	WROUGHT		WROUGHT	COPPER	WROUGHT,	STEEL,	WROUGHT,	CAST IRON,	0	STEE	CAST IRON,		MATERIAL
WELDED, MECHANICAL	PRESS	SCREW	WELDED, MECHANICAL	SCREW	SCREW, SOLDER	MECHANICAL, PRESS	SOLDER,	SOLDER, PRESS	PRESS	MECHANICAL,	GALV. SOLDER,	SOLDER, PRESS	SCREW,	MECHANICAL	WELDED,	SCREW, PRESS		TYPE
STANDARD	150 POUNDS	150 POUNDS	STANDARD	150 POUNDS	STANDARD	STANDARD		STANDARD		STANDARD	135 BOI INDS	TZOLOGINDO	125 BOLINIDS		STANDARD	125 POUNDS		WEIGHT

.90 REQUIREMENTS FOR SUPPORT OF PIPING AND INTERNATIONAL BUILDING CODE (IBC).

PIPING - SNAP-ON TYPE PLASTIC
DUCTWORK - PLASTIC STICK-ON TYPE
VALVE TAGS - 1-1/2 DIAMETER BRASS TYPE
WITH FRAMED AND LAMINATED VALVE CHART MOUNTED IN ME
EQUIPMENT - ENGRAVED STOCK MELAMINE PLASTIC LAMINAT
MINIMUM TO 4-1/2 X 6 FOR LARGER EQUIPMENT.

ACCEPTABLE MANUFACTURERS: ALLEN SYSTEM INC., BRADY CO.,SETON NAMEPLATE CORP., INDUSTRIAL SAFETY SUPPLY CO. OR CONTRACTOR APPROVED EQUAL.

IPE HANGARS SHALL BE OF THE CLEVIS TYPE.

GATE AND GLOBE VALVES 2—1/2" AND LARGER MSS SP—70 CLASS 125 ASTM A 126 CLASS B WITH CAST IRON BODY, FLANGED ENDS OR VICTAULIC FOR HOT WATER SERVICE. VALVES 2" AND SMALLER MSS SP-80 CLASS 150 FOR HOT WATER SERVICE.

ALL CHILLED WATER, CONDENSATE AND COLD WATER PIPE INS SERVICE JACKET SHALL BE PROVIDED TO ALL PIPING.

JULATION SHALL BE PROVIDED WITH VAPOR BARRIER

INSULATION ASTM C547, CLASS 1 4LB/FT3

INDOOR PIPING: FIBERGLASS MINERAL FIBER PREFORMED PIPE

PIPE INSULATION MATERIAL:

BUTTERFLY VALVES 2—1/2" AND LARGER, MSS SP—67, 200 PSIG WOG, CAST IRON BODY ASTM A 126, CLASS B, LUG TYPE, EPDM SLEEVE, ALUMINUM BRONZE DISC, STAINLESS STEEL STEM, LEVER OPERATOR WITH LOCKING QUADRANT THROUGH 6: AND GEAR HANDWHEEL OPERATORS WITH POSITION INDICATOR 8" AND LARGER.

SHUT OFF DUTY: THROTTLING DUTY:

FLEXIBLE CONNECTORS:

THREE (3) VICTAULIC FLEXIBLE COUPLING STYLE 177/77/W77 MAY BE USED ON MAJOR EQUIPMENT FOR VIBRATION ATTENUATION. COUPLINGS SHALL BE VIBRATING SOURCE. IN LIEU OF EACH FLEXIBLE CONNECTOR PLACED IN CLOSE PROXIMITY TO THE

PRESSURE GAUGES GENERAL USE, ASME B40.1, GRADE A, PHOSPHOR BRONZE ON — TUBE TYPE, BOTTOM CONNECTION. 4—1/20 DIAMETER

THERMOMETERS,

ACCEPTABLE MANUFACTURERS: WEISS INSTRUMENTS, INC., OR EQUAL OR CONTRACTOR APPRO

SELECT 2 TIMES OPERATING PRESSURE  $\pm 1\%$  OF RANGE SPAN

SCALE RANGE: TEMPERATURE RANGES FOR SERVICES LISTED GENERAL AS FOLLOWS:

CONDENSER WATER: 0 TO 160 DEG F, WITH 2-DEGREE SCALE DIVISIONS CHILLED WATER: 0 TO 100 DEG F, WITH 2-DEGREE SCALE DIVISIONS HOT WATER: 0 TO 250 DEG F, WITH 2- DEGREE SCALE DIVISIONS

ACCURACY: PLUS OR MINUS 1 PERCENT OF RANGE SPAN OR PLUS OR MINUS ONE SCALE DIVISION TO MAXIMUM OF 1.5 PERCENT RANGE SPAN.

MANUFACTURER: WEISS INSTRUMENTS, INC., OR CONTRACTOR APPROVED EQUA

MATERIAL: STAINLESS STEEL, FOR USE IN STEEL PIPING.
EXTENSION—NECK LENGTH: NOMINAL THICKNESS OF 2 INCHFOR WELLS FOR PIPING NOT INSULATED.
INSERTION LENGTH: TO EXTEND TO CENTER OF PIPE.
CAP: THREADED, WITH CHAIN PERMANENTLY FASTENED TO HEAT—TRANSFER FLUID: OIL OR GRAPHITE. FITTING WITH PROTECTIVE WELL FOR INSTALLATION IN THREADED PIPE FITTING TO HOLD TEST INCHES THICKNESS OF INSULATION. OMIT EXTENSION NECK

THERMOMETER WELLS

COMPLY WITH ANSI A 13.1 FOR LETTERING SIZE, COLOR FIELD, COLORS AND VIEWING ANGLES AND COORDINATE WITH OWNERS EXISTING IDENTIFICATION TAGGING SYSTEM. PAINT PIPING/INSULATION PER OWNERS STANDARDS. CASINGS CONSTRUCTION: CAST IRON, WITH FLANGED PIPING CONNECTIONS, AND THREADED GAGE TAPPINGS AT INLET AND OUTLET FLANGE CONNECTIONS. ENERAL DESCRIPTION: PUMPS SHALL BE BASE-MOUNTED, CENTRIFUGAL, SEPARATELY-COUPLED, ND SUCTION, SINGLE-STAGE, AND RATED FOR 175 PSIG WORKING PRESSURE AND 225 DEG F ONTINUOUS WATER TEMPERATURE.

SYSTEM IDENTIFICATION

WANUFACTURER: WEISS INSTRUMENTS, INC. OR CONTRACTOR

TO SOCKET.

DENTIFICATION MATERIALS:

MOUNTING FRAME: FACTORY—WELDED FRAME AND CROSS MEMBERS, FABRICATED OF STEEL CHANNELS AND ANGLES CONFORMING TO ASTM B 36. FABRICATE FOR MOUNTING PUMP CASING, COUPLER GUARD, AND MOTOR. GRIND WELDS SMOOTH PRIOR TO APPLICATION OF FACTORY FINISH. MOTOR MOUNTING HOLES FOR FIELD—INSTALLED MOTORS SHALL BE FIELD—DRILLED. JMP COUPLINGS: FLEXIBLE, CAPABLE OF ABSORBING TORSIONAL VIBRATION AND SHAFT SALIGNMENT; COMPLETE WITH METAL OSHA APPROVED COUPLING GUARD. MECHANICAL SEALS CONSISTING OF CARBON STEEL ROTATING RING, CERAMIC SEAT, AND FLEXIBLE BELLOWS AND GASKET.

GENERAL DESCRIPTION: PUMPS SHALL BE CENTRIFUGAL, CLOSE—COUPLED, SINGLE—STAGE, WITH MECHANICAL SEALS, AND RATED FOR 175 PSIG WORKING PRESSURE AND 225 DEG F CONTINUOUS WATER TEMPERATURE. VERTICAL INLINE PUMPS

ASINGS CONSTRUCTION: CAST IRON, WITH THREADED COMPANION FLANGES FOR PIPING CONNECTIONS SMALLER THAN 2-1/2 INCHES, 3° AND OVER SHALL HAVE FLANGED PIPING CONNECTIONS AND THREADED GAGE TAPINGS AT INLET AND OUTLET CONNECTIONS.

IMP SHAFT AND SLEEVE: GROUND AND POLISHED STEEL SHAFT, WITH SLEEVE AND INTEGRAL RUST BEARING. PROVIDE FLINGER ON MOTOR SHAFT BETWEEN MOTOR AND SEALS TO PREVENT QUID THAT LEAKS PAST PUMP SEALS FROM ENTERING THE MOTOR BEARINGS. MECHANICAL SEALS CONSISTING OF CARBON STEEL ROTATING RING, STAINLESS STEEL CERAMIC SEAT, AND FLEXIBLE BELLOWS AND GASKET.

MOTOR: DIRECT-MOUNTED TO PUMP CASING; WITH LIFTING AND SUPPORTING LUGS IN TOP OF MOTOR ENCLOSURE. PROVIDE SHAFT GROUNDING. BASE-MOUNTED, SEPARATELY-COUPLED, END-SUCTION PUMPS

ACCEPTABLE MANUFACTURERS: TACO, BELL & GOSSETT, OR CONTRACTOR APPROVED EQUAL. PUMP SHAFT AND SLEEVE BEARINGS: SECURED TO MOUNTING FRAME WITH ADJUSTABLE ALIGNMENT ON MOUNTING FRAME. STEEL SHAFT, WITH SLEEVE. PROVIDE SHAFT GROUNDING

Xref (s): ; BD2100102-00

M0.02

NECHANICAL SPECIFICATIONS

		MINIMUM INSULATION
PIPING TYPE	SIZE (DIAMETER)	THICKNESS
CHILLED WATER	UP TO 1-1/2"	1"
CHILLED WATER	2" AND LARGER	1"
HOT WATER (UP TO 200ºF)	1" TO 1-1/4"	1-1/2"
HOT WATER (UP TO 200ºF)	1-1/2" AND LARGER	2"
STEAM (LPS, UP TO 250ºF)	UP TO 3"	2-1/2"
STEAM (LPS, UP TO 250ºF)	4" AND LARGER	3"
CONDENSATE (STEAM)	UP TO 1-1/4"	1-1/2"
CONDENSATE (STEAM)	1-1/2" AND LARGER	2"
REFRIGERANT PIPING	VII 612E6	1 N C
(SUCTION LINE ONLY)	ALL SIZES	3/4
DOMESTIC HOT WATER	ALL SIZES	1"
DOMESTIC COLD WATER	UP TO 1-1/4"	1/2"
DOMESTIC COLD WATER	1-1/2" AND LARGER	1"

HOT EQUIPMENT:

INSULATE THE FOLLOWING EQUIPMENT WITH 2"

TANKS, PUMP CASINGS, HEAT EXCHANGERS, BOUNDARD CASINGS, HEAT EXCHANGERS, BOUNDARD CEPTABLE MANUFACTURERS:

OWENS—CORNING, CERTAINTEED, KNAUF, SCHUI BOILERS (NOT PRE-INSULATED), EXPANSION TANKS ETC. ) FIBERGLASS BOARD WITH ASJ:

- 1.2 PROCEDURES FOR CONSTANT-FLOW HYDRONIC SYSTEMS
  A. ADJUST PUMPS TO DELIVER TOTAL DESIGN GPM.
  1. MEASURE TOTAL WATER FLOW.
  b. MEASURE FLOW BY MAIN FLOW METER, IF INSTALLED.
  c. IF MAIN FLOW METER IS NOT INSTALLED, DETERMINE FLOW BY PUMP TDH.
  2. MEASURE PUMP TDH AS FOLLOWS: MEASURE DISCHARGE PRESSURE DIRECTLY AT THE PUMP OUTLET FLANGE OR IN DISCHARGE PIPE PRIOR TO ANY VALVES.

<u></u>

- MEASURE INLET PRESSURE DIRECTLY AT THE PUMP INLET FLANGE OR IN SUCTION PIPE PRIOR TO ANY VALVES OR STRAINERS.

  CONVERT PRESSURE TO HEAD AND CORRECT FOR DIFFERENCES IN GAGE HEIGHTS.

  VERIFY PUMP IMPELLER SIZE BY MEASURING THE TDH WITH THE DISCHARGE VALVE CLOSED.

  NOTE THE POINT ON MANUFACTURER'S PUMP CURVE AT ZERO FLOW, AND VERIFY THAT THE PUMP HAS THE INTENDED IMPELLER SIZE.
- WITH VALVES OPEN, READ PUMP TDH. ADJUST PUMP DISCHARGE VALVE UNTIL DESIGN WATER FLOW IS ACHIEVED.
- MONITOR MOTOR PERFORMANCE DURING PROCEDURES AND DO NOT OPERATE MOTOR IN AN OVERLOADED CONDITION.
- B. ADJUST FLOW-MEASURING DEVICES INSTALLED IN MAINS AND BRANCHES TO DESIGN WATER FLOWS.
  1. MEASURE FLOW IN MAIN AND BRANCH PIPES.
  2. ADJUST MAIN AND BRANCH BALANCE VALVES FOR DESIGN FLOW.
  3. RE-MEASURE EACH MAIN AND BRANCH AFTER ALL HAVE BEEN ADJUSTED.
  C. VERIFY FINAL SYSTEM CONDITIONS AS FOLLOWS:
  1. RE-MEASURE AND CONFIRM THAT TOTAL WATER FLOW IS WITHIN DESIGN.
  2. RE-MEASURE FINAL PUMPS' OPERATING DATA, TDH, VOLTS, AMPS, AND STATIC PROFILE.
- VERIFY THAT MEMORY STOPS HAVE BEEN SET.

MARK FINAL SETTINGS.

- PROCEDURES FOR STEAM SYSTEMS

  MEASURE AND RECORD UPSTREAM AND DOWNSTREAM PRESSURE OF EACH PIECE OF EQUIPMENT.

  MEASURE AND RECORD UPSTREAM AND DOWNSTREAM STEAM PRESSURE OF PRESSURE—REDUCING VALVES.
- CHECK SETTINGS AND OPERATION OF AUTOMATIC TEMPERATURE—CONTROL VALVES, SELF—CONTAINED CONTROL VALVES, AND PRESSURE—REDUCING VALVES. RECORD FINAL SETTINGS.

  CHECK SETTINGS AND OPERATION OF EACH SAFETY VALVE. RECORD SETTINGS.

  VERIFY THE OPERATION OF EACH STEAM TRAP.
- PROCEDURES FOR BOILERS STEAM BOILERS:
- MEASURE AND RECORD ENTERING—WATER TEMPERATURE.

  MEASURE AND RECORD FEED WATER FLOW.

  MEASURE AND RECORD LEAVING—STEAM PRESSURE AND TEMPERATURE.

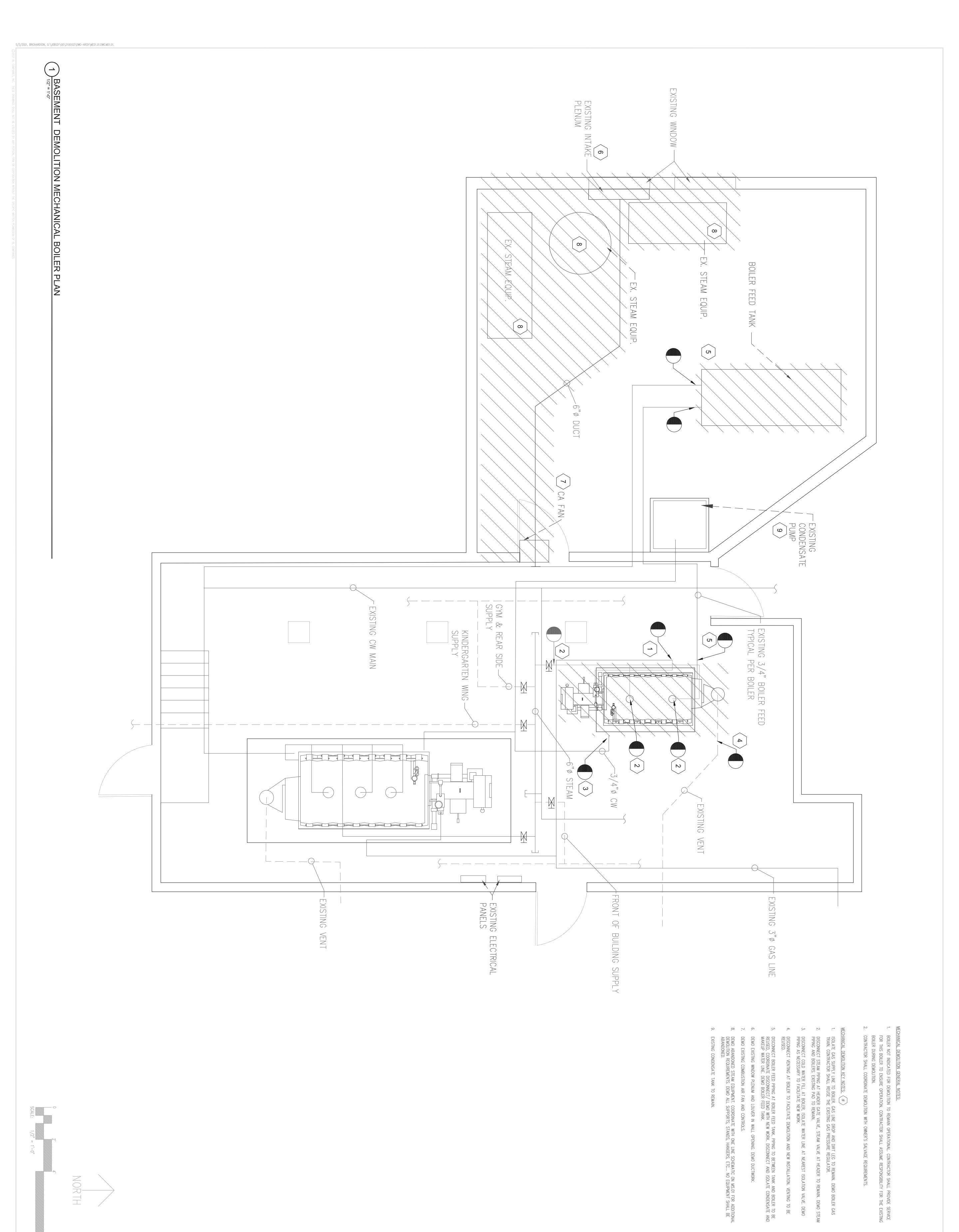
  RECORD RELIEF VALVE PRESSURE SETTING.

- A. PREPARE TEST REPORTS FOR PUMPS, COILS, AND HEAT EXCHANGERS. OBTAIN APPROVED SUBMITTALS AND MANUFACTURER—RECOMMENDED TESTING PROCEDURES. CROSSCHECK THE SUMMATION OF REQUIRED COIL AND HEAT EXCHANGER FLOW RATES WITH PUMP DESIGN FLOW RATE.

  B. PREPARE SCHEMATIC DIAGRAMS OF SYSTEMS' "AS—BUILT" PIPING LAYOUTS.

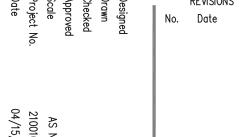
  C. IN ADDITION TO REQUIREMENTS IN "PREPARATION" ARTICLE, PREPARE HYDRONIC SYSTEMS FOR TESTING AND BALANCING AS FOLLOWS:

5/3/2021, BRICHARDSON, G:\JOBS21\00\2100102\DWG-ARCH\ME0.03.DWG.M0.02.



Xref (s): ; XMED2100102-00 ; XA2100102-00 ; BD2100102-00 FIRST FLOOR MECHANICAL & ELECTRICAL DEMOLITION PLAN





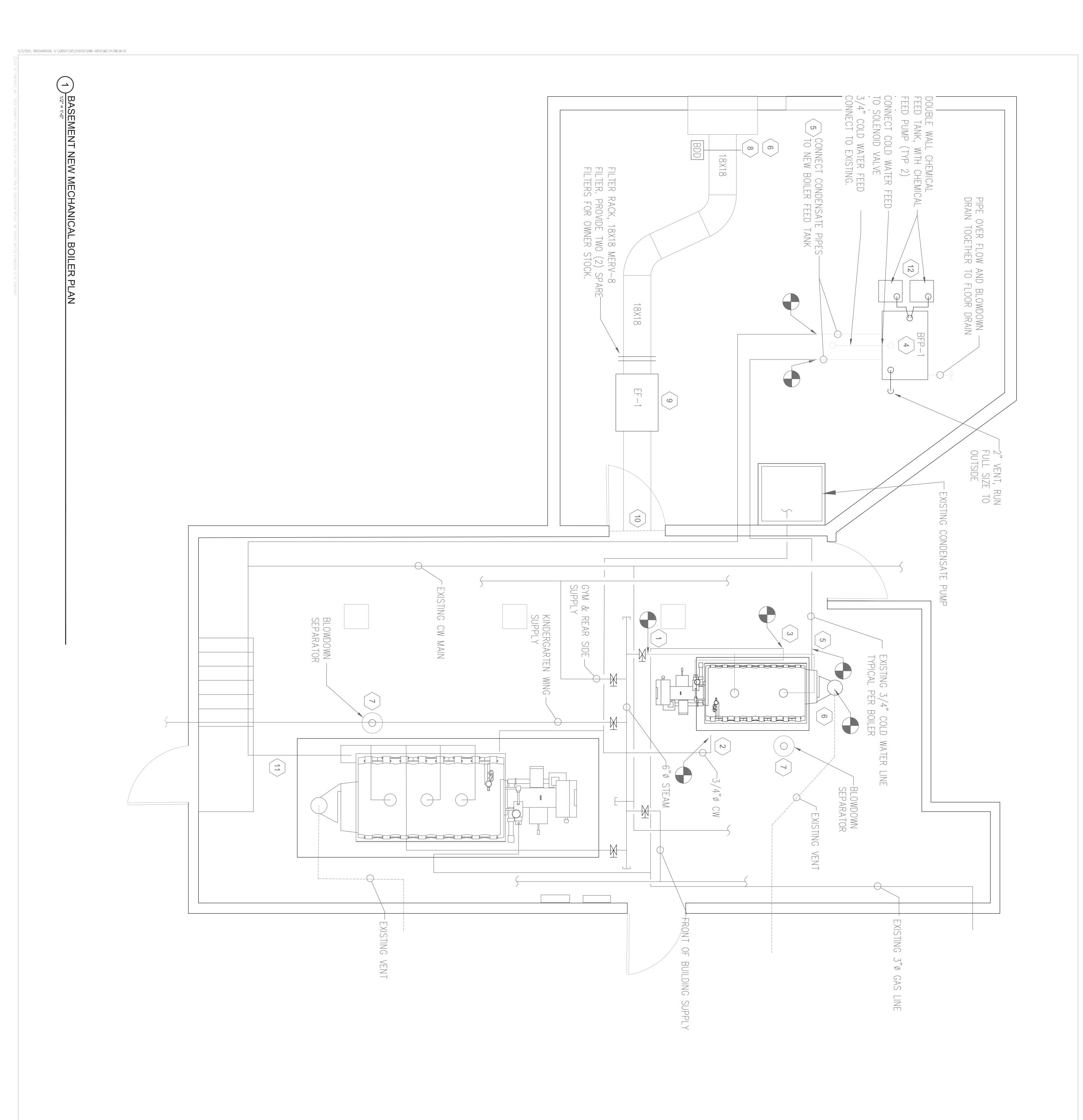
HOPEVILLE BOILER REPLACEMENT
2 CYPRESS STREET
WATERBURY, CT 06706

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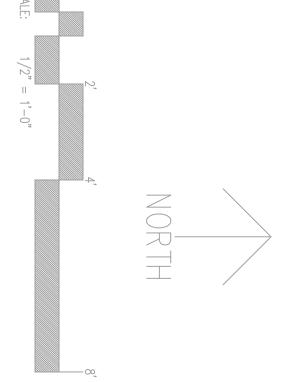




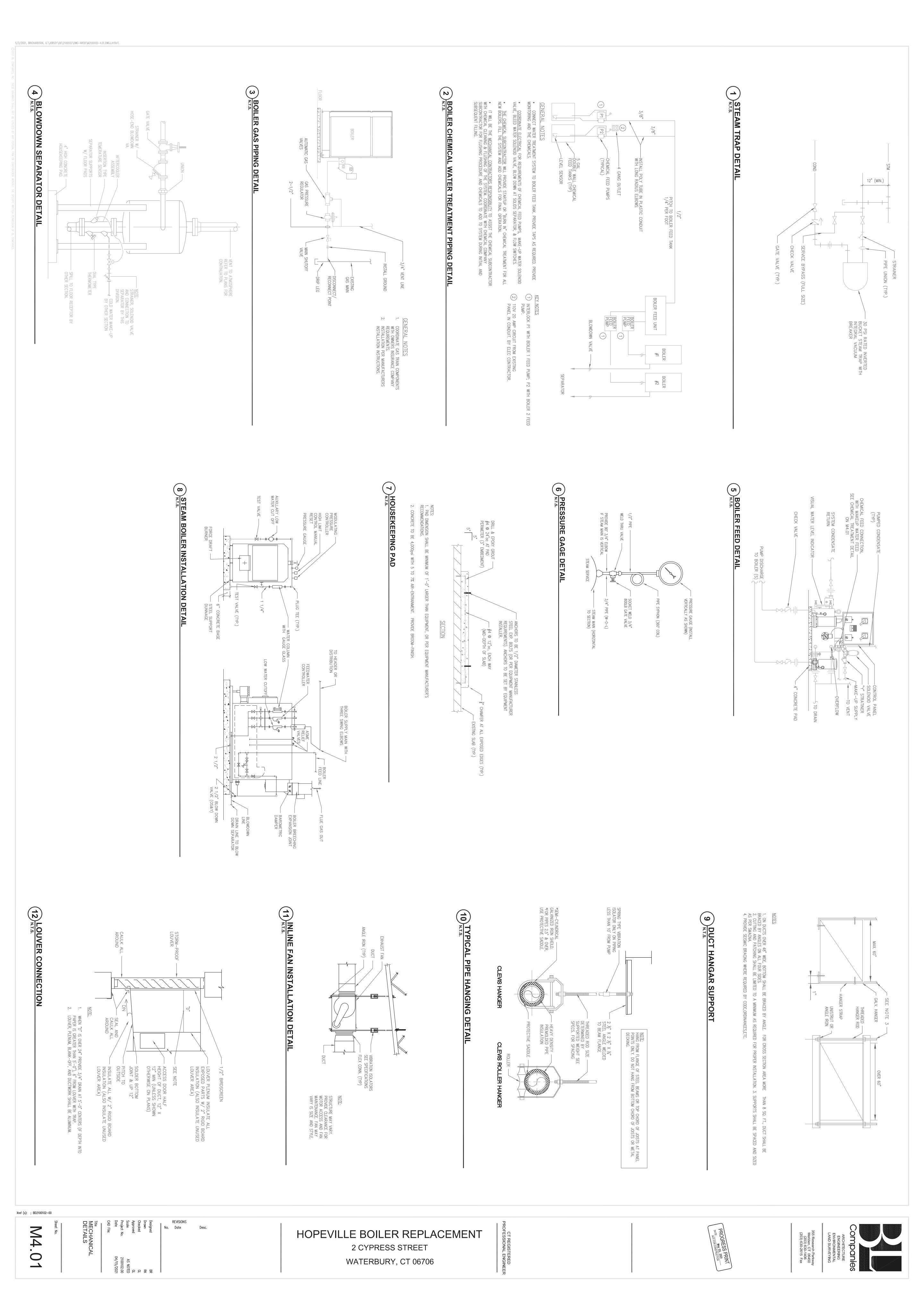


1. RECONNECT ENTINES. (\*\*)

1. RECONNECT EXISTING STEAM PIPING CONNECTIONS. REUSE EXISTING HOUSEKEEPING PAIDS FOR BOILERS.
2. EXTEND COLD WATER FEED TO NEW EQUIPMENT AS INDICATED ON M5.01 ONE—LINE PIPING SCHEMATIC.
3. PROVIDE GAS TRAIN FROM BLER MANUFACTURER, COMBINE AND VENT ALL GAS REGULATORS, PILOT VALVES, AND CONTROL VALVES, TO ATMOSPHERE FOR EACH BOILER GAS TRAIN AS REQUENCE.
4. POUR NEW 4" PAD EXTENDING 3" PAST THE EQUIPMENT OUTERNOST DIMENSIONS. INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURERS REQUIREMENTS, STATE, AND LOCAL CODE.
4. POUR NEW 4" PAD EXTENDING 3" PAST THE EQUIPMENT OUTERNOST DIMENSIONS. INSTALLATION SHALL BE IN ACCORDANCE WITH THE PIPING, VENT, FILL, AND OVERFLOW CONNECTIONS. COORDINATE LOCATION FOR 5 GAL CHEMICAL FEED ON NEW PAD, COORDINATE PIPING, VENT, FILL, AND OVERFLOW CONNECTIONS. COORDINATE LOCATION FOR 5 GAL CHEMICAL FEED ON NEW PAD, COORDINATE PIPING, VENT, FILL, AND OVERFLOW CONNECTION AND PUMP CONTROL WITH SPECIFIC BOILER SERVED.
5. RECONNECT EXISTING BOILER FEED PIPING. COORDINATE CONNECTION AND PUMP CONTROL WITH SPECIFIC BOILER SERVED.
6. RECONNECT EXISTING BOILER FEED PIPING. COORDINATE MANUFACTURERS INSTALLATION INSTRUCTIONS, AND ONE LINE PIPING SCHEMATIC ON M5.01. EXTEND TEMPERED DRAIN TO FLOOR DRAIN LOCATION, FIELD ROUTE PIPING. VENT BLOW DOWN SEPARATOR IN ACCORDANCE WITH THE MS.01. EXPEND DOWN AT 45' AND INSTALL INSECT SCREEN.
7. EXTEND 33'X33" (OR EQUIPMENT ASPECT RATIO) LOUVER IN EXISTING OPENING. LOUVER SHALL BE GREINHECK ESD-435 OR APPROVED EQUIAL BLANK OFF INJEED SECTION OF OPENING, INSULATION ON THE OUTSIDE, PITCH PLENUM TO THE EXTEROR.
7. INSTALL AN USING THREADED ROD HANGERS IN ACCORDANCE WITH MANUFACTURERS INSTALLATION INSTRUCTIONS. IN THE EXET OF DETAIL OF DEALER FEED PIPING WITH 1-1/2" INSULATION TO MATCH EXISTING CONTRACTOR SHALL INSULATE ALL EXPENDED.
7. PROVIDE 60" DETAIL AND LOCESSORIES. CONTRACTOR TO GETAN SCOPE OF WORK FROM CITY WATER QUALITY CONTRACTOR TO GETAN AND SCOPE OF WORK FROM CITY WATER QUALITY EXALL PIPING.
7. POONDS AND ACCESSORIES. CONTR



Xref (s): ; BD2100102-00 ; XME2100102-00 ; XA2100102-00



5/3/2021, BRICHARDSON, G:\J0BS21\00\2100102\DWG-ARCH\M2100102-5.01.DWG.LAYOUT.

**DWATER/** CONDENSA SCHEDULE

**PRESSURE**  $\mathbb{A}$ DUL VOLTS

SECTION

OUTLET ANUAL RESET

			מרכ	RECALCAIN DOMIN	I AINK OC	ANT UCHELOLE	Π			
MANUFACTURER MODEL	MODEL	TANK DIAMETER (IN)	TANK HEIGHT (IN)	TANK	TANK INLET PIPE SIZE (IN)	SIZE VENT PIPE SIZE DRAIN SIZE  (IN)  TANK DRAIN SIZE (IN)		COLD WATER CONNECTION SIZE (IN)	TOTAL DRAIN (GPM)	REMARKS
COLUMBIA	BS-2	16"	54 <sup>n</sup>	VERTICAL	1.25"	3"	2"	1"	74.46	ABCD
COLUMBIA	BS-2	16"	54"	VERTICAL	1.25"	3"	2"	1"	74.46	ABCD
RATOR SHALL BE ASME	STAMPED AI	ND RATED FOR 250 PSIG.	CONNECTIONS SHALL BE NP	ATOR SHALL BE ASME STAMPED AND RATED FOR 250 PSIG. CONNECTIONS SHALL BE NPT OR FLANGED. UNIT SHALL INCLUDE SS STRIKING PLATE AT POINT OF INLET IMPINGEMENT.	INCLUDE SS STRIKING F	LATE AT POINT OF INL	ET IMPINGEMENT.			

CAP DOMESTIC WATER PIPING AT MAIN IN ADJACENT CORRIDOR. (TYP 3)

					ANCE BURNER.	L IN ACCORD.	NTROL. INSTAL	ATE SPEED COI AN SPEED) WIT QUENCE.	IIRED — SOLID STA STALLATION. D STAGE (100% FA ACHIEVE THIS SE(	MOUNTED & W STEEL FOR INS )) AND SECONI CONTROLS TO	FACTORY ND MISC. FAN SPEED REQUIRED	DISCONNECT SW., OVIDE HANGERS A RST STAGE (50% F TO PROVIDE ALL	RY MOUNTED & WIRED ION INSTRUCTIONS. PR OR FAN. INTERLOCK FII EMENTS. CONTRACTOR	1) PROVIDE THE FOLLOWING: FACTORY MOUNTED & WIRED DISCONNECT SW., FACTORY MOUNTED & WIRED — SOLID STATE SPEED CONTROL. INSTALL IN ACCORDANCE WITH MANUFACTURERS INSTALLATION INSTRUCTIONS. PROVIDE HANGERS AND MISC. STEEL FOR INSTALLATION.  2) PROVIDE TWO—SPEED CONTROL FOR FAN. INTERLOCK FIRST STAGE (50% FAN SPEED) AND SECOND STAGE (100% FAN SPEED) WITH BOILER 1 AND BOILER 2 BURNER. SEE SOO FOR OPERATION REQUIREMENTS. CONTRACTOR TO PROVIDE ALL REQUIRED CONTROLS TO ACHIEVE THIS SEQUENCE.	1) PROVID WITH M 2 PROVID SEE SC
1)(2)	7	6	136	ı	208/3	0.25	_	1760	DIRECT	0.50	1,690	IN-LINE	SQ-160-VG	GREENHECK	EF-1
REMARKS	ONES	WEIGHT SONES		FLA	VOLTS/ PHASE	ВНР	HP	RPM	DRIVE TYPE	ESP (IN WC)	CFM	JAKL	MODEL	MANUFACTURER	MARK
						Ш	EDUI	AN SCHEDULE	FAN						

SHALL BECOME OPERATIONA OPTIMAL EFFICIENCY AND

BOILERS SHALL BE SEQUENCED IN THE FOLLOWING MANNER:
THE LEAD BOILER SHALL BE ROTATED WEEKLY WITH THE OTHER. UPON OUTDOOR RESET OR MANUAL OPERATION THE LEAD BOILER
SHALL START AT MINIMUM FIRING RATE IF SYSTEM PRESSURE CANNOT BE MAINTAINED AT 3.5 PSI, BURNER SHALL MODULATE TO FULL
FIRING RATE, IF SYSTEM PRESSURE CANNOT BE MAINTAINED AT 3 PSI, BOILER B-2 SHALL SEQUENCE ON AT LOW FIRE, IF SYSTEM
PRESSURE CANNOT BE MAINTAINED AT 2.5 PSI, BOILER B-2 SHALL MODULATE TO HIGH FIRE. IF LEAD BOILER FAILS BOILER THE LAG
BOILER SHALL OPERATE, AND THE FAILED BOILER SHALL REMAIN OFF UNTIL REPAIRED.

COMBUSTION AIR FAN SHALL COME ON AT 50% WHEN ONE BOILER FIRES; 100% WHEN TWO BOILERS FIRE SWITCH TO LOCK OUT BURNERS UPON COMBUSTION AIR FAILURE. VIDE AIR FLOW PROVE

IN THE EVENT OF BURNER FAILURE OR BOILER FAILURE (LIMITS, AND SAFETY CONTROLS) AN ALARM SHA BUILDING AUTOMATION SYSTEM, NOTIFYING FAILURE AND TYPE OF FAILURE. THE BOILER CONTROLS SHALL FAILURE SO THAT IT CAN BE TRACED AT TIME OF SERVICE. ALL BE GENERATED TO THE

WARM WEATHER SHUTDOWN: AT 65°F OUTSIDE AIR TEMPERATURE OR GREATER, THE BOILERS SHALL NOT ADJUSTABLE VIA THE BUILDING AUTOMATION SYSTEM AND MANUAL OVERRIDE.

CONTRACTOR SHALL PROVIDE AND INSTALL ALL CONDUIT FOR CONTROL WIRING.

CONTRACTOR SHALL PROVIDE ALL POWER WIRING AND ASSOCIATED CONDUIT, AND CIRCUIT BREAKERS. INSTALLATION OF ALL WIR MEDIUM AND LOW-VOLTAGE SHALL BE PER CURRENT NEC REQUIREMENTS.

CONTRACTOR SHALL PROVIDE LABOR AND MATERIAL TO TRACE EXISTING CONTROL SYSTEM IN ORDER TO ISOLATE BOILERS FROM EXISTING POWER AND CONTROLS. TYPICAL FOR ALL. CONTRACTOR SHALL PROVIDE AND PACKAGED BOILER CONTROLS FROM THE BOILER MANUFACTURER AND WIRING, RELAYS, SENSORS, AND WELLS. PROVIDE BACNET INTERFACE FOR INTEGRATION WITH BUILDING AUCONTRACTOR SHALL PROVIDE OWNER A COMPLETE OPERATIONAL CONTROL SYSTEM. ALL ASSOCIATED CONTROL TOMATION SYSTEM.

2" ø BOILER FEED, B-1

02 NEW WORK - SCHEMATIC

2-1/2"ø PIPE TO FLOOR DRAIN

2" ø BOILER FEED, B-2

3/4" ø
TO BOILER FEED

3/4" ø
TO WATER HEATER

1" ø
MAKEUP WATER

Xref (s): ; BD2100102-00

M5.01

2 CYPRESS STREET WATERBURY, CT 06706

CITY OF WATERBURY BOARD OF EDUCATION · Revised Price

#### RFP # 6958 ATTACHMENT D Price Proposal

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

Date:	5-21-21	5-24-21				
Director City of 235 Gr	McCaffery or of Purchasi Waterbury and Street oury, CT 067					•
Sir:			·			
Pursuar	nt to and in c	ompliance wit	h your RFP, the	Undersigned,		
M. J. I	Daly, LLC					
(Print or	Type Company	/Corporate Name	<b>a</b> )	······································		
110 M	attatuck Heig	ghts				
(Print or Water	Type Business rbury, CT 062	Address) 705		andones ;		
				<del></del>	·	
Attachr	<u>nent C</u> , and l	naving informe	ed itself fully in	regard to all	conditions and	, as acknowledged on related requirements th this representation,

[Proposal continued on following page(s)]

the undersigned makes this Proposal, as follows:

#### CITY OF WATERBURY BOARD OF EDUCATION

Hopeville Elementary School	Amount in Words	Amor Num	nt in ters
Boiler Replacement		\$_ <del>-209,000</del>	208,000

#### Please complete:

004113-Bid Form 004322-Unit Prices 012300-Alternates

END OF ATTACHMENT D

#### DOCUMENT 004113 - BID FORM

1.1	$^{\rm BID}$	INF	ORI	MI	\TI	Ol	N
-----	--------------	-----	-----	----	-----	----	---

- A. Bidder: M. J. Daly, LLC
- A. Project Identification: Hopeville Boiler Replacement Project
  - a. Project Location: 2 Cypress Street, Waterbury, CT 06706
  - b. Owner: City of Waterbury, Board of Education
  - a. Owner's Representative: Chris Harmon, School Inspector, Waterbury Public Schools
  - c. Owner's Representative: Will Zhuta, Waterbury Public Schools
  - d. Engineer: BL Companies

#### 1.2 CERTIFICATIONS AND BASE BID

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

(SEE FOLLOWING PAGE)

	1 Sixty Five Thousand One hundred Sixty Dollars (\$\frac{165,160}{\}\).
2. W	ater treatment scope (clean/ flush and chemical fill)
Eigl	nt Thousand Six Hundred Dollars (\$8,600).
3. Co	entrols integration scope for site BMS
Twel	ve Thousand Seven Hundred Ninety Dollars (\$_12,790).
4. Ge	neral Conditions, per Specifications:
Twe	nty Thousand Two Hundred
5. Pei	rformance, Payment and Maintenance Bonds:
Two	Thousand Two Hundred Fifty Dollars (\$
	Two Hundred Fight Thousand 208 000
ΓΟΤΑΙ	Two Hundred Eight Thousand 208,000 L OF ITEMS (1-6) Two Hundred Nine Thousand Dollars (\$ 209,000
	L OF ITEMS (1-6) Two Hundred Nine Thousand Dollars (\$ 209,000
1.3 A.	L OF ITEMS (1-6) Two Hundred Nine Thousand Dollars (\$_209,000    ALTERNATES (see ALTERNATES 012300 for specific requirements)
1.3 A.	ALTERNATES (see ALTERNATES 012300 for specific requirements)  Bidder must attach completed 'ALTERNATES 012300' to this bid form.
1.3 A.	ALTERNATES (see ALTERNATES 012300 for specific requirements)  Bidder must attach completed 'ALTERNATES 012300' to this bid form.  UNIT PRICING (see DOCUMENT 004322 - UNIT PRICES FORM' for specific require

В.	In the event Owner does not offer Notice of Award within the time limits stated above, Owner
	will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or
	bid bond.

#### 1.6 SUBCONTRACTORS AND SUPPLIERS

	A. The following companies shall execute subcontracts for the portions of the Work indicated:
1.	Demolition: MJ Daly, LLC
2.	
3.	
4.	Controls Vendor: Automated Logic
5.	Other (describe): Insulation-T.B.D (Buyout Process),
	T.A.BT.B.D. (Buyout Process), Sheet Metal- T.B.D. (Buyout Process)
	Rigging-T.B.D. (Buyout Process), Mason-T.B.D. (Buyout Process)

#### 1.7 TIME OF COMPLETION

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

#### 1.8 ACKNOWLEDGEMENT OF ADDENDA

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

i.	Addendum No. 1, dated _	3/03/21
2.	Addendum No. 2, dated _	5/17/21
3.	Addendum No. 3, dated _	
1.	Addendum No. 4. dated	

#### 1.9 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
- 1. Bid Form Supplement Bid Bond Form (AIA Document A310).

#### 1.10 CONTRACTOR'S LICENSE

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

(SEE FOLLOWING PAGE)

1.11	SUBMISSION OF BID
A.	Respectfully submitted this 21st day of May , 2020 2021
В.	Submitted By: M. J. Daly, LLC (Name of bidding firm or corporation)
C,	Authorized Signature: Elwad Charles (Handwritten signature).
D.	Signed By: Edward Carvalho (Type or print name).
E,	President Title:(Owner/Partner/President/Vice President).
F.	Witness By: Jay Brewe (Handwritten signature).
Ġ.	Attest: Try Exerce (Handwritten signature).
H.	By:
I.	Assistant Secretary Title: (Corporate Secretary or Assistant Secretary).
Į.	Street Address: 110 Mattatatuck Heights
К,	City, State, Zip: Waterbury, CT 06705
,L.	203-753-5131 Phone:
M.	License No.: HTG.0391434-S1
N,	Federal ID No.: 20-5126747 (Affix Corporate Seal Here).

END OF DOCUMENT 004113

#### DOCUMENT 004322 - UNIT PRICES FORM

1.1 BID INFORMATION	N
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- A. Bidder: MJ Daly, LLC
- B. Project Identification: Hopeville Boiler Replacement Project
- 1. Project Location: 2 Cypress Street, Waterbury, CT 06706
- 2. Owner: City of Waterbury, Board of Education
  - a. Owner's Representative: Chris Harmon, School Inspector, Waterbury Public Schools
  - b. Owner's Representative: Will Zhuta, Waterbury Public Schools
- 3. Engineer: BL Companies

#### 1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work and for adjustment of the quantity given in the Unit-Price Allowance for the actual measurement of individual items of the Work.
- C. If the unit price does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

#### 1.3 UNIT PRICES

#### A. <u>UNIT PRICE #1 - Replace Condensate Pump</u>

- 1. Disconnect piping and electrical connections for reuse. Demo existing 20-gallon duplex condensate pump.
- 2. Install new Shipco, Model 102.0-DS condensate pump. Power 208V /1ph; provide fabricated base, duplex pump (lead/lag) with water level gage; pump suction side isolation valve; low water cut-off, single point power connection, and individual motor starters/ controls for each pump, packaged controls from manufacturer. Reconnect existing power and piping.
- 3. Include 5' of 2" piping with miscellaneous fittings, valves, and insulation for the condensate return and pumped condensate.

Twelve Thousand	Fifty	Dollars (\$ 12,050	) per Condensate Pump

1.4 SUE	BMISSION OF BID SUPPLEMENT	
A.	Respectfully submitted this 21st day of	May 2012 2021
В.	Submitted By: M. J. Daly, LLC corporation).	(Insert name of bidding firm or
C.	Authorized Signature: Elwand	Convalen (Handwritten signature).
D.	Signed By: Edward Carvalho	(Type or print name).
E.	Title: President	(Owner/Partner/President/Vice President).

END OF DOCUMENT 004322

#### SECTION 012300 - ALTERNATES

#### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

#### 1.2 DEFINITIONS

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

#### 1.3 PROCEDURES

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

PART 2 - PRODUCTS (Not Used)

#### PART 3 - EXECUTION

#### 3.1 SCHEDULE OF ALTERNATES

- A. Alternate 1 Owner Purchased Equipment
  - 1. DEDUCT Smith, Model 28HE-S-8 boiler, PowerFlame burner, and specified accessories.
  - 2. Owner will direct purchase Smith, Model 28HE-S-8 boiler and PowerFlame burner, specified in the contract documents.
  - 3. Contractor to receive owner purchased boiler/ accessories and install per the contract documents.

(Fill in the applicable line below)

#### DEDUCT\$ N/A - Deleted in Add #2

- B. Alternate 2 Leave existing abandoned equipment in place
  - DEDUCT Existing abandoned steam equipment to remain in place. Contractor shall
    provide blind flange and remove adjacent valve as indicated to remove this equipment
    from the system. Shell and tube steam heat exchanger and remaining header to remain;
    steam to DHW heat exchanger and remaining header to remain; and abandoned steel tank
    to remain.
  - 2. Contractor shall reconfigure condensate piping, disconnect domestic water connections, and demo/ cap domestic water piping as indicated in the contract documents.

(Fill in the applicable line below)

DEDUCT \$ Two Thousand Five Hundred Dollars (\$2,500)

**END OF SECTION 012300** 

#### CITY OF WATERBURY BOARD OF EDUCATION

### RFP # 6958 ATTACHMENT E Contractor Qualification Statement

#### (Must be submitted as part of Proposal)

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

SUBMITTED TO: DEPARTMENT OF PURCHASING, CITY OF WATERBURY

SUBMITTED BY: NAME: Edward Carvalho		
BUSINESS NAME: M. J. Daly, LLC  OFFICE ADDRESS: 110 Mattatuck Heights  Waterbury, CT 06705	- . ( . (	) Corporation ) Partnership ) Individual ) Joint Venture
PRINCIPAL OFFICE: Same BUSINESS TELEPHONE NUMBER: 203-753-5131	. ( . (	) Other
BUSINESS FAX NUMBER: 203-596-9672 BUSINESS EMAIL ADDRESS: ecarvalho@mjdalyllc.com		
(NOTE: Attach separate sheets as required)  1. How many years has your organization been in business? 139	) 	
<ol> <li>How many years has your organization been in business under its presentation.</li> </ol>	nt busi	ness name?
3. If a Corporation OR LLC, answer the following:  Date of Incorporation:		
State of Incorporation:  Edward Carvalho  President/Member:		
Vice Presidents/Members: Dan Nelson, Paul Evon Secretary/Member: Joy Breive		
Treasurer/Member: Gordon Fletcher		

#### CITY OF WATERBURY BOARD OF EDUCATION

	State of Operation:	
-	Officers and Titles:	
-		
_		
•		
-		
-		
t	List contracts on hand (other than existing contracts with the City of Water these, showing amount of each contract and the appropriate anticipated date completion/expiration:	es of
	See Attached list	
		<del></del>
		<del></del> _
	· · · · · · · · · · · · · · · · · · ·	
		<del></del>
	The City may contact one or more of the organization associated with s as part of assessing the experience, expertise and capabilities of the Prop	
	Have you or your company ever failed to complete any work awarded to ever defaulted on a contract? $N_0$	you, or have y
S.	please explain circumstance(s):	

#### CITY OF WATERBURY BOARD OF EDUCATION

		e last 3 years) business, financial, personal or other types conflict of interest with providing services to the City.
	None	
List y	our major equipment available	for this contract.
Boile	rs, Condensate Pumps, Blowdo	own Tank
<del></del>		
	actor's chain of command and he Project:	off-hours telephone numbers, cellular and otherwise, to
	24/7 service	203-753-5131
	(Title)	(Name / Telephone Number)
	(Title)	(Name / Telephone Number)
	(Title)	(Name / Telephone Number)

#### CITY OF WATERBURY BOARD OF EDUCATION

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

10. D	ated at	Waterbury	this	21st	_day of	, 20 21
	Name	of Contractor:	M. J. Daly, LLC			
	By:		Golevand	Can	solev .	
	Ed	ward Carvalho				
	<u></u>		(Print and	sign nam	e of duly authorize	d principal)
	Title:	President				

END OF ATTACHMENT E

	5	An Arden Building Company	Se de la company	er to Master	Design   Construct   Maintain The Power to Master Complexity	e a
			WORK IN PROGRESS (Partial) PLUMBING & HVAC	SRESS (Parti	al)	And the state of t
PROJECT		GENERAL CONTRACTOR	OWNER	ARCHITECT	APPROX. AMOUNT	%
Mattatuck Museum	Waterbury, CT	Downes Construction Co, Jasmin Mattatuck Historical Okugic, 857-207-1463	Mattatuck Historical Society	Ann Beha Architects	\$1,284,259.00	%86
CCSU Engineering	New Britain, CT	KBE Building Corporation, Mike Guidera, 860-250-3783	State of CT		\$5,301,634.00	92%
CREC Ana Grace Academy of the Arts	Bloomfield, CT	Bartlett, Brainard Eacott, Noel Jenkins, 860-242-5565	CREC	Friar Associates Inc.	\$10,476,000.00	73%
Coleytown Middle School	Westport, CT	Newfield Construction, Chris Archer, 860-983-1127	Town of Westport	Wiss, Janney, Elstner Associates	\$5,142,800.00	%66
Bristol Memorial Boulevard Arts Magnet School	Bristol, CT	D'Amato+Downes Joint Venture, Frank Tomcak, 860-681-9413	City of Bristol	Quisenberry Arcari Malik, LLC	\$1,654,808.00	5%

Kline Tower	New Haven, CT	Gilbane Building Company, Andrew Grillo, 203-494-5974	Yale University	Stantec Architecture Inc.	\$15,855,476.00	%0
Uconn Boiler Plant Equipment Replacement &		Bond Brothers Construction, Kyle University of Ledoux 781-605-4620	University of Connecticut	BVH Integrated	9 00 00 00	80

# **BID BOND**

# Travelers Casualty and Surety Company of America Hartford, CT 06183

### CONTRACTOR:

(Name, legal status and address)

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

OWNER:

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

SURETY:

(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square

1

Hartford, CT 06183

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

### PROJECT:

(Name, location or address, and Project number, if any)
Hopeville Elementary School Boiler Replacement
Hopeville Elementary School
2 Cypress St., Waterbury, CT

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of M	iný , <u>2021                                   </u>
	M.J. Daly, LLC
Oca for so	(Principal) (Seal)
(Fitnesh)	(Title) Edward Gennalho, President
	Travelers Casualty and Surety Company of America
	(Sufety) Zachar Thomage H S (Seal)  Attorney-In-Fact
(Witness)	Attorney-In-Fact (Title)
	SAMMANIAN CONTRACTOR OF THE PROPERTY OF THE PR



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

#### **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelere Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Zachary Bromage of CRANSTON

Rhode Island , their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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







State of Connecticut

City of Hartford ss.

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

HOTATIV

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

My Commission expires the 30th day of June, 2021

Anna P. Nowik, Notary Public

Robert L. Raney Senior Vice President

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

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

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

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

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

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

Dated this 14th

day of May

2021







Kevin E. Hughes, Assistant Secretary

Project: Hopeville Boiler Replacement (Waterbury)

# Minimum Rates and Classifications for Heavy/Highway Construction

ID#: 21-22116

# Connecticut Department of Labor Wage and Workplace Standards Division

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: Waterbury
State#: Waterbury
FAP#: Waterbury

Project: Hopeville Boiler Replacement (Waterbury)

CLASSIFICATION	<b>Hourly Rate</b>	Benefits
1) Boilermaker	33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	36.45	34.44
2) Carpenters, Piledrivermen	34.53	25.64
2a) Diver Tenders	34.53	25.64
3) Divers	42.99	25.64
03a) Millwrights	35.64	26.49
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	52.25	22.55
4a) Painters: Brush and Roller	35.62	22.55
4b) Painters: Spray Only	38.62	22.55
4c) Painters: Steel Only	37.62	22.55
4d) Painters: Blast and Spray	38.62	22.55
4e) Painters: Tanks, Tower and Swing	37.62	22.55

39.92	28.75+3% of gross wage
36.67	37.62 + a
44.63	32.95
31.0	22.15
31.25	22.15
31.5	22.15
31.5	22.15
33.0	22.15
32.75	22.15
32.0	22.15
18.0	22.15
29.3	18.90
33.23	22.15 + a
32.26	22.15 + a
	36.67 44.63 31.0 31.25 31.5 31.5 32.0 18.0 29.3

Project: Hopeville Boiler Replacement (Waterbury)		
14) Concrete Workers, Form Movers, and Strippers	32.26	22.15 + a
15) Form Erectors	32.59	22.15 + a
ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:		
16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	32.26	22.15 + a
17) Laborers Topside, Cage Tenders, Bellman	32.15	22.15 + a
18) Miners	33.23	22.15 + a
TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR:		
18a) Blaster	39.72	22.15 + a
19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	39.52	22.15 + a
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	37.54	22.15 + a
21) Mucking Machine Operator	40.31	22.15 + a
TRUCK DRIVERS(*see note below)		
Two axle trucks	29.86	25.79 + a
Three axle trucks; two axle ready mix	29.97	25.79 + a
Three axle ready mix	30.03	25.79 + a
Four axle trucks, heavy duty trailer (up to 40 tons)	30.08	25.79 + a
Four axle ready-mix	30.13	25.79 + a
Heavy duty trailer (40 tons and over)	30.35	25.79 + a

Project: Hopeville Boiler Replacement (Waterbury)		
Specialized earth moving equipment other than conventional type on- the road trucks and semi-trailer (including Euclids)	30.13	25.79 + a
POWER EQUIPMENT OPERATORS		
Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over, Tunnel Boring Machines. (Trade License Required)	42.45	25.30 + a
Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	42.11	25.30 + a
Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	41.32	25.30 + a
Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper)	40.91	25.30 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24	40.28	25.30 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	40.28	25.30 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	39.95	25.30 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24	39.59	25.30 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	39.17	25.30 + a
Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder).	38.71	25.30 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	36.54	25.30 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	36.54	25.30 + a
Group 12: Wellpoint Operator.	36.48	25.30 + a

35.86	25.30 + a
34.66	25.30 + a
34.23	25.30 + a
33.54	25.30 + a
38.11	25.30 + a
35.53	25.30 + a
48.19	6.5% + 22.00
42.26	6.5% + 19.88
40.96	6.5% + 19.21
26.5	6.5% + 9.00
40.96	6.5% + 17.76
30.92	6.5% + 9.70
22.67	6.5% + 6.20
37.1	6.5% + 10.70
41.22	6.5% + 12.20
	34.66 34.23 33.54 38.11 35.53 48.19 42.26 40.96 26.5 40.96 30.92 22.67 37.1

35.04

6.5% + 10.45

Project: Hopeville Boiler Replacement (Waterbury)

Welders: Rate for craft to which welding is incidental.

\*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.

\*\*Note: Hazardous waste premium \$3.00 per hour over classified rate

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

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

Crane with 150 ft. boom (including jib) - \$1.50 extra Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyperson instructing and supervising the work of each apprentice in a specific trade.

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

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

Project: Hopeville Boiler Replacement (Waterbury)

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

## **Important Information:**

For use with Building, Heavy/Highway, and Residential

Welders: Rate for craft to which welding is incidental.

\*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.

\*\*Note: Hazardous waste premium \$3.00 per hour over classified rate.

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

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

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

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

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

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

Crane with boom including jib, 400 feet - \$10.00 extra.

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

 Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyperson instructing and supervising the work of one apprentice in a specific trade.

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

- The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.
- Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.
- The annual adjustments will be posted on the Department of Labor's Web page: www.ctdol.state.ct.us.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.
- All subsequent annual adjustments will be posted on our Web Site for contractor access.

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage.

- All Persons who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.
- All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE
  regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et.
  al)
- Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

# 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 <u>BIDDER CONTRACT COMPLIANCE MONITORING REPORT</u> 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.

## Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foreinen, 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

PARTI - Bidder Information  Company Name Street Address City & State City & State Chief Executive Edward Carvelho	Bidder Federal Employer 20-5126747 Identification Number Or Social Security Number
Major Business Activity thrief description)  Mechanical Contractors - HVAC, Plumbing & Pire Protection	Bidder Identification (response optional/definitions on page 1)  -Bidder is a small contractor. YesNo X  -Bidder is a univority business enterprise YesNo X  (If yes, check ownership category)  Black   Hispanie
Bidder Parent Company Arden Building Companies, LLC (Ifany)	- Bidder is certified as above by State of CT Yes_ No X
Other Locations in Ct. None	

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletia boards? $ Yes \underline{X} \ 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.?  YesNo
2. Does your company have the state-mandated sexual humasment prevention in the workplace policy posted on company bulletin boards?  X YesNo	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability?  Yes X No
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy?  Yes X No	9. Does your company have a mandatory refirement age for all employees?  YesNo_X
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes X No	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual horassment training to all of your supervisors?  Yes X No NA_
5. Do you notify the Ct. State Employment Service of all employment openings with your company?  YesNo X	11. If your company has apprenticeship programs, do they neet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Lobor?
6. Does your company have a collective bargaining agreement with workers?  Yes. No.  6a. If yes, do the collective bargaining agreements contain non-discrim ination clauses covering all workers?  Yes. No.	12. Does your company have a written affirmative action Plan? Yes XNo
6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of CI?X  Yes X. No	13. Is there a person in your company who is responsible for equal employment opportunity?     Yes No  If yes, give name and phone number.  Denise Markrewicz 203-753-513

Part :	Ш	-	Bidder	Subcontracting	Practices
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(Page 4)

l. Will the work of this contract include subcontractors or suppliers? Yos $\frac{X}{X}$ No\_\_\_

to. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

TBD

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

Yes X No\_

PART IV - Bidder I	<b>Employment</b>	Informa	tion		Dr	ite:					
JOB CATEGORY *	OVERALL TOTALS	W (not o origin	/HITE FHispanic )	DI. (not of origi	ACK. Hispanile in)	ASIAN or PA		or PACIFIC			
		Male	Female	Mate	Fennale	Male	Female	Male	Female	mule	Comulo
Management	4	2	1	1							
Business & Financial Ops											
Marketing & Sales	9	. 5	1	1		2					
Legal Occupations											
Computer Specialists			İ								
Architecture/Engineering				1							
Office & Admin Support	15	¥	4				2				
Bidg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair	55	44	1	7		2	1				
Material Moving Workers											
Production Occupations					1						
TOTALS ABOVE	83	60	6	8		4	4		i		
Total One Year Ago	104	75	4	12		7	5			ι	
	FORM	ALON THE	JOH TRAINCES	(ENTER FIG	JRES FOR THE	SAMII CATE	GORIES AS	ARE SHOW	ADOVE)		
Apptentices	,	3									
Trainces											

<sup>\*</sup>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) Which of the following recruitment sources are used by you?
 (Check yes or no, and report percent used) 2: Check (X) ony of the below listed requirements that you use as a hiring qualification 3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination % of applicants provided by source: SOURCE YES סא × State Employment Scryice Work Experience x X Private Employment Agencies Ability to Speak or Write English х X. X Schools and Colleges Written Tests Newspaper Advertisement х х High School Diploma x Walk las College Degree X x Present Employees: Union Membership Х Labor Organizations X Misority/Community Organizations Height or Weight Х Others (please identify) Car Ownership Arrest Record Wage Gamistiments

Confileration (Rend this form and check your statements on it CAREFULLY before signing). I cently that the stelements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING HEIVERT are complete and law to the best of my knowledge and belief, and are made in good fitth. I understand that if I knowledgy make any misstatements of facts, I am subject to be declared in non-compliance with Section 4n-60, 4n-60a, and related sections of the CONN. CEN. STAT.

(Signature) Eslevand Chroniles	(Title) President	(Date Signed) 5-2121	(Telephone) 203-753-5131
	,		

# **BOARD OF EDUCATION**

Waterbury, Connecticut

# **COMMITTEE ON FINANCE**

Item #11.2

June 17, 2021

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve an Agreement with Greater Waterbury Young Men's Christian Association (YMCA) for summer day camp program at Camp Mataucha.

Approved:	
Rocco F. Orso	



# Waterbury Public Schools

236 Grand Street ◆ Waterbury, Connecticut 06702 ◆ (203) 574-8016 ◆ Fax (203) 574-8010

# **MEMORANDUM**

TO:

Honorable Board of Education

FROM:

Darren M. Schwartz, Chief Academic Officer

DATE:

June 14, 2021

**SUBJECT:** 

21st Century Summer Camp Program at YMCA Camp Mataucha

The Department of Education respectfully requests your review and approval of the subject. The 21<sup>st</sup> Century Community Learning Centers Grant has been awarded \$84,000 and the CT State Department of Education After-School Grant has been awarded \$87,000 for a Summer Camp Day Program to be held at the YMCA's Camp Mataucha in Watertown. The City will match funds in the amount of \$102,000 for a total contract amount of \$273,000. Duggan, Gilmartin, Reed, Driggs, Regan, Walsh, Washington, Carrington, North End, Tinker, Hopeville, Kingsbury, Wilson, Wallace and West Side Schools will collectively send 600 students to camp for 2 weeks per school (no overlapping weeks). The cost per student is \$455. Funding is from the Federal government with State of Connecticut Department of Education management.

The program will run for eight weeks between June 21, 2021 and August 22, 2021. The YMCA will provide round-trip bus transportation for students. The YMCA is written into all of the 21<sup>st</sup> Century Grants as a community partner and State of CT authorized funding to be used for summer camp as a partner also thus waiving the bidding process.

Please feel free to contact me with any questions. Thank you.

cc:

Office of the Corporation Counsel

File

# **AGREEMENT**

# between

# The City of Waterbury, Connecticut and

# **Greater Waterbury Young Men's Christian Association for**

# **Summer Day Camp Program at Camp Mataucha**

**THIS AGREEMENT,** effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall Building, 235 Grand Street, Waterbury, Connecticut (the "City") and Greater Waterbury Young Men's Christian Association, located at 136 West Main Street, Waterbury, CT, 06702 ("Contractor" or "Sub-Grantee").

WHEREAS, the Waterbury Public Schools/the Waterbury School District ("the "District"), in collaboration with the Young Men's Christian Association ("YMCA"), applied for and was awarded 21<sup>st</sup> Century Community Learning Center Grants (Federal Grants) by and through the Connecticut State Department of Education for Grant Year July 1, 2020 through September 30, 2021 to benefit students from the following Waterbury Public Schools: John Duggan Elementary School ("Duggan"), Carrington Elementary School ("Carrington"), Driggs Elementary School ("Driggs"), North End Middle School ("North End"), Frank G. Regan Elementary School ("Regan"), Walsh Elementary School ("Walsh"), Washington Elementary School ("Washington"), Gilmartin Elementary School ("Gilmartin"), and Jonathan Reed Elementary School ("Reed"); and

WHEREAS, the Waterbury School District ("the "District") applied for and was awarded After School Grants (Continuation) (State Grants) by the Connecticut State Department of Education, Connecticut After School Network, for Grant Year July 1, 2020 through June 30, 2021 to benefit students from the following several Waterbury Public Schools: B.W. Tinker Elementary School ("Tinker"), F.J. Kingsbury Elementary School ("Kingsbury"), Woodrow Wilson Elementary School ("Wilson"), Wallace Middle School ("Wallace"), West Side Middle School ("West Side"), Hopeville Elementary School ("Hopeville") and Duggan; and

**WHEREAS**; the City received further clarification from the State of Connecticut Department of Education that funding for the above-mentioned schools, through the aforementioned Grants, may be utilized to pay for and provide these students the opportunity to attend the YMCA Camp Mataucha Day Camp Program; and

**WHEREAS**, the City and the YMCA desire to enter this Agreement and provide 600 students from the aforementioned elementary and middle schools the opportunity to attend the Summer Day Camp Program at YMCA's Camp Mataucha (the "Project");

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

- 1. Scope of Services. The Sub-Grantee, shall furnish all of the labor, services, incidentals, etc. necessary to complete the Project as specified in this Agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, incidentals, etc., shall comply with all provisions of the aformentioned 21st Century Community Learning Center Grants and the State of Connecticut After School Grants (incorporated herein by reference and made a part hererof), any and all applicable local, state and federal laws, statutes, ordinances and regulations, and with generally accepted professional standards, the policies of City of Waterbury Department of Education and the State Department of Education.
  - **1.1** The Project consists of Services to be performed and provided for by the YMCA (may also be referred to as "Sub-Grantee"), as detailed and described in the Scope of Services, and in accordance with all grant documents, attached hereto as **Attachment A** and hereby made a material provision of this Agreement. Attachment A shall consists of the following, which are attached hereto, are acknowledged by the YMCA as having been received, or are otherwise hereby incorporated by reference, and all are made a part hereof:
    - **1.1.1** Scope of Services, attached hereto;
    - **1.1.2** Camp Mataucha Cost Sheet Summer 2021, attached hereto;
    - **1.1.3** Federal Grant Award Notices for the 21<sup>st</sup> Century Grants, attached hereto;
    - **1.1.4** State Grant Award Notices for the Sate of Connecticut Afer School Grants, attached hereto:
    - **1.1.5** Connecticut After School Netowrk Letter of Clarification dated June 3, 2021, attached hereto
    - **1.1.6** Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated by reference;
    - **1.1.7** Partner's Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate, incorporated by reference;
    - **1.1.8** Certificates of Insurance, incorporated by reference;
    - **1.1.9** All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference; and
    - **1.1.10** All licenses, incorporated by reference.
  - 1.2 The entirety of Attachment A, plus this executed instrument, are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Sub-Grantee. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:
    - **1.2.1** This Agreement consisting of 18 pages
    - **1.2.2** Scope of Services
    - **1.2.3** Federal and State Grant and Grant related documents

- **1.2.4** Federal, State, and local laws, regulations, charter and ordinances
- 2. Sub-Grantee Representations Regarding Qualification, Accreditation and Licensing, etc. The Sub-Grantee represents that, to the extent required by law, it is licensed to perform the scope of work set forth in this Agreement and is, at a minimum, licensed by the State of Connecticut Office of Early Childhood and the American Camp Association. The Sub-grantee represents that all camp counselors are certified in First Aid and CPR, and that there is Registered Nurse on staff and present at all times during the camp sessions and a physician on call. The Sub-grantee further represents that an adequate number of certified lifeguards are present on the camp grounds to supervise all swimming and boating activites. The Sub-Grantee 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.
  - **2.1 Representations regarding Personnel.** The Sub-Grantee 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 Sub-Grantee 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 Sub-Grantee hereby represents that, to the extent required by federal, state and local statutes, regulations, codes, ordinances, and policies, that the Sub-Grantee and/or its employees be licensed, certified, registered, or otherwise qualified, the Sub-Grantee and all employees providing services under this Agreement, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Sub-Grantee shall provide to the City a copy of the Sub-Grantee's licenses, certifications, registrations, etc.
  - 2.3 Criminal Background Check and DCF Registry Check. The Sub-Grantee shall ensure, and represents to the City, that each and every of Sub-Grantee's employees or any person affiliated with the Summer Day Camp program who will have direct contact with a student pursuant to this Agreement have no history of violations of the laws of regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and has stated, in writing, whether criminal charges were ever pending against such person. The Sub-Grantee shall further ensure, and represents to the City that any employees who are involved with the students in the Summer Day Camp program have submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Sub-Grantee shall not permit any employee with a disqualifying criminal history to have direct contact with a

student. The Sub-Grantee warrants and represents that it has conducted a records check and has found no such violation.

The provisions of this section regarding criminal background checks and DCF Registry Check may be amended from time to time to comport with any changes in applicable laws and regulations on this subject while this Agreement remains in effect.

- 3. Responsibilities of the Sub-Grantee. All data, information, etc. given by the City to the Sub-Grantee and/or created by the Sub-Grantee shall be treated by the Sub-Grantee as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Agreement. The Sub-Grantee agrees to forever hold in confidence all files, records, documents and other information which may come into the Sub-Grantee's possession during the term of this Agreement, except where a disclosure is expressly stated as a requirement of this Agreement. Notwithstanding the foregoing, where a Sub-Grantee disclosure is required to comply with statute, regulation, or court order, the Sub-Grantee shall provide prior advance written notice to the City of the need for such disclosure. The Sub-Grantee agrees to properly implement the services required in the manner herein provided.
  - **3.1** Confidentiality/FERPA. The Sub-Grantee shall strictly adhere to all state and federal statutes, laws, rules, policies, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and State Department of Education, as well as any policies, ordinances, rules and regulations established by the City of Waterbury regarding confidentiality of student records, files, PPTs, IEPs, etc.
    - **3.1.1** Any and all materials contained in each child's files as entrusted to the Sub-Grantee or gathered by the Sub-Grantee 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 the Sub-Grantee shall be used solely for the purposes of providing services under this Agreement. The City shall have full access to all Student files.
    - 3.1.2 The Sub-Grantee acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City of Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99). The Sub-Grantee shall comply with the requirements of said statute and regulations, and 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, the Sub-Grantee has no authority to make disclosures of any information from education records.

- **3.2 Sub-Grantee's Employees.** The Sub-Grantee 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.
- **4. Contract Time.** The Sub-Grantee shall provide Camp Services to the students as identified by the City commencing on June 21, 2021 and terminating on August 22, 2021 within available State and Federal Grant appropriations.
- **5.** Compensation. The City shall compensate the Sub-Grantee for satisfactory provision of all of the goods and services set forth in this Agreement as identified in **Attachment A** as follows in this Section 5.
  - **5.1 Fee Schedule.** The fee payable to the Sub-Grantee shall not exceed Two Hundred Seventy Three Thousand Dollars (\$273,000.00), with the basis of payment being as follows:
    - **5.1.1** Six hundred (600) students at Four Hundred Fifty-Five Dollars (\$455.00) per child, which includes costs for each students' slot, transportation, and supply per each students' slot, as is further detailed in the Camp Mataucha Cost Sheet-Summer 221, attached hereto as Attachment A
    - **5.1.2** The Sub-grantee agrees that at any time during this Agreement, the number of students may be reduced and that as a result of said reduction, the compensation to the Sub-grantee shall be reduced accordingly.
  - **5.2 Limitation of Payment.** Compensation payable to the Sub-Grantee is limited to those fees set forth in Section 5.1 above. Such compensation shall be paid by the City upon review and approval of the Sub-Grantee'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. Sub-Grantee's invoices shall describe the work, services, reports, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.
    - **5.2.1** The Sub-Grantee 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 Sub-Grantee in an amount equaling the sum or sums of money Sub-Grantee and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Sub-Grantee's and/or its affiliate's real and personal tax obligations to the City.
  - **5.3 Review of Work.** The Sub-Grantee shall permit the City to review, at any time, all work performed under the terms of this Agreement at any stage of the work. The Sub-Grantee 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 Sub-Grantee's demand for payment. The City shall not certify fees for payment to the Sub-Grantee until the City has determines that the Sub-Grantee has completed the work in accordance with the requirements of this Agreement.

**5.4 Payment for Services, Materials, Employees.** The Sub-Grantee shall be fully and solely responsible for the suitability, and compliance with the Agreement, of all labor, services, etc. furnished to the City under this Agreement. The Sub-Grantee 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 Sub-Grantee shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

# 6. This Section Intentionally Left Blank.

# 7. Indemnification

- **7.1** The Sub-Grantee 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, caused in whole or in part by any willful or negligent act or omission of the Sub-Grantee, its employees, any subcontractor, 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 Sub-Grantee or any employee of the Sub-Grantee, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 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 Sub-Grantee or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.
- **7.3** The Sub-Grantee understands and agrees that any insurance required by this Agreement, or otherwise provided by the Sub-Grantee, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Agreement.

# 8. This Section Intentionally Left Blank.

- 9. Sub-Grantee's Insurance. The Sub-Grantee shall not commence work under this Agreement until all insurance required under this Section 9 has been obtained by the Sub-Grantee and such insurance has been approved by the City. The Sub-Grantee shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.
  - **9.1** At no additional cost to the City, the Sub-Grantee 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 Sub-Grantee's obligation under this Agreement, whether such obligations are the Sub-Grantee's or subcontractor or person or entity directly or indirectly employed by said Sub-Grantee or subcontractor, or by any person or entity for whose acts said Sub-Grantee or subcontractor may be liable.
  - 9.2 The Sub-Grantee'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 insurance and the coverage and limits provided under the Sub-Grantee'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.
  - **9.3** 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 Sub-Grantee:
    - 9.3.1 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. General Liability Insurance: \$1,000,000 per Occurrence / \$2,000,000 Aggregate.
    - 9.3.2 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 or non-owned vehicle. Automobile Liability Insurance: \$1,000,000.00 Combined Single Limit (each accident)

- 9.3.3 Workers' Compensation: Sub-Grantee shall comply with all State of Connecticut statutes as it relates to workers' compensation. Workers' Compensation: Statutory Limits within the State of Connecticut. Employers' Liability:
  - EL Each Accident \$500,000.00
  - EL Disease Each Employee \$500,000.00
  - EL Disease Policy Limit \$500,000.00
- **9.3.4** Excess General Liability Insurance: Comprehensive general liability umbrella insurance coverage. Excess Liability Insurance: \$5,000.00 each occurrence; \$5,000.00 aggregate.
- **9.3.5** Professional Liability Insurance: Professional liability (also known as, errors and omissions) insurance providing coverage to the Sub-Grantee. Professional Liability Insurance: **\$1,000.000.00 limit.**
- **9.3.6** Sexual Abuse/Molestation Liability Insurance: 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. Sexual Abuse / Molestation Liability Insurance: \$1,000,000 per Occurrence / \$1,000,000 Aggregate.
- **9.4** Failure to Maintain Insurance: In the event the Sub-Grantee fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Sub-Grantee's invoices for the cost of said insurance.
- **9.5** 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.
- 9.6 Certificates of Insurance: At the time the Sub-Grantee 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 (if applicable) are listed as additional insured on a primary and non-contributory basis. All policies must include a waiver of subrogation. The Sub-Grantee 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, Waterbury, CT. 06702.
- **9.7** Upon request the Sub-Grantee shall deliver to the City a copy of the Sub-Grantee's insurance policies, endorsements, and riders.

- 10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Agreement, the Sub-Grantee 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 Sub-Grantee 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.
  - **10.1 Permits, Laws, Taxes and Regulations.** Permits and licenses necessary for the delivery and completion of the Sub-Grantee's work and services shall be secured in advance and paid by the Sub-Grantee. The Sub-Grantee shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.
  - **10.2 Taxes-Federal, State and Local.** The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Sub-Grantee for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Sub-Grantee remains liable, however, for any applicable tax obligations it incurs. Moreover, the Sub-Grantee represents that the proposal and pricing contained in this Agreement do not include the amount payable for said taxes.
  - **10.3 Labor and Wages.** The Sub-Grantee and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.
    - **10.3.1** The Sub-Grantee 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.
- 11. Discriminatory Practices. In performing this Agreement, the Sub-Grantee 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 and 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 Agreement. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

- 11.1 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.
- 11.2 Equal Opportunity. In its execution of the performance of this Agreement, the Sub-Grantee shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, sexual orientation, gender identity and expression, national origin or citizenship status, age or handicap. The Sub-Grantee agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

## 12. Termination.

- 12.1 Termination of Agreement for Cause. If, through any cause, in part or in full, not the fault of the Sub-Grantee, the Sub-Grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Sub-Grantee 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 Sub-Grantee 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 Sub-Grantee under this Agreement shall, at the option of the City, become the City's property, and the Sub-Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.
  - **12.1.1** Notwithstanding the above, the Sub-Grantee 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 Sub-Grantee, and the City may withhold any payments to the Sub-Grantee for the purpose of setoff until such time as the exact amount of damages due the City from the Sub-Grantee is determined.
- **12.2 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 Sub-Grantee. If this Agreement is terminated by the City as provided herein,

the Sub-Grantee 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 Sub-Grantee covered by this Agreement, less payments of compensation previously made.

- **12.3 Termination for Non-Appropriation or Lack of Funding**. The Sub-Grantee 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 Sub-Grantee 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.
  - **12.3.1 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 Sub-Grantee.
  - **12.3.2** Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Sub-Grantee for the agreed to level of the products, services and functions to be provided by the Sub-Grantee 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 Sub-Grantee, 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.
  - **12.3.3 No Payment for Lost Profits.** In no event shall the City be obligated to pay or otherwise compensate the Sub-Grantee for any lost or expected future profits.

# 12.4 Rights upon Cancellation or Termination.

**12.4.1 Termination for Cause.** In the event the City terminates this Agreement, for cause, the Sub-Grantee 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 Sub-Grantee shall transfer all licenses to the City which the Sub-Grantee is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Sub-Grantee for such terminated

documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Sub-Grantee 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.

- **12.4.2 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 Sub-Grantee 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 Sub-Grantee 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 Sub-Grantee 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 Sub-Grantee may negotiate a mutually acceptable payment to the Sub-Grantee 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.
- **12.4.3 Termination by the Sub-Grantee.** The Sub-Grantee may, by written notice to the City, terminate this Agreement if the City materially breaches, provided that Sub-Grantee 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 Sub-Grantee will be compensated by the City for work performed prior to such termination date and Sub-Grantee shall deliver to the City all deliverables as otherwise set forth in this Agreement.
- **13. Force Majeure.** Neither the Sub-Grantee nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond either Party's control, including without limitation:
  - 13.1 Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;
  - war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics;
  - 13.3 acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;
  - 13.4 strikes and labor disputes; and

13.5 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 or services offered 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.

- 14. Subcontracting. The Sub-Grantee shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Sub-Grantee's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Sub-Grantee 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 Sub-Grantee from its requirement that all work and services provided or required hereunder shall comply with all federal, state and local, laws, regulations and ordinances.
  - **14.1** The Sub-Grantee shall be as fully responsible to the City for the acts and omissions of the Sub-Grantee's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Sub-Grantee.
- 15. Assignability. The Sub-Grantee 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 Sub-Grantee 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.
- 16. Audit. The Sub-Grantee shall comply with all Audit requirements as set forth in the 21<sup>st</sup> Century Community Learning Center Grants. The City reserves the right to audit the Sub-Grantee's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of the 21<sup>st</sup> Century Community Learning Center Grants.. In the event the City elects to make such an audit, the Sub-Grantee 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.

# 17. This section intentionally left blank.

18. 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 Sub-Grantee.

- 19. **Independent Contractor Relationship.** The relationship between the City and the Sub-Grantee is that of client and independent contractor. No agent, employee, or servant of the Sub-Grantee shall be deemed to be an employee, agent or servant of the City. The Sub-Grantee shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Agreement. It is the express intention of the parties hereto, and the Sub-Grantee hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Sub-Grantee hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Sub-Grantee or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Sub-Grantee hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Sub-Grantee shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).
- **20. 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.
- **21. 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.
- **22. Conflicts or Disputes.** This Agreement represents the full and complete concurrence between the City and the Sub-Grantee and governs all disputes between them. This Agreement 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.
  - **22.1 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.

- **23. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.** The Sub-Grantee 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 Sub-Grantee shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.
- **24. Binding Agreement.** The City and the Sub-Grantee each bind themselves, and their successors, assigns and legal representatives and inure to the benefit of the parties hereto, to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.
- **25. Waiver.** Any waiver of the terms and conditions of this Agreement by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Agreement.
- **26.** Governing Laws. This Agreement, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.
- **27. 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 Sub-Grantee, 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:

Sub-Grantee: Greater Waterbury Young Men's Christian Association

136 West Main Street Waterbury, CT 06702 Attn: James O'Rourke

City: City of Waterbury

c/o Department of Education 236 Grand Street, 1<sup>st</sup> Floor Waterbury, CT 06702

With a copy to: City of Waterbury

Office of the Corporation Counsel 235 Grand Street, 3<sup>rd</sup> Floor

Waterbury, CT 0672

**28.** City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions. The Person/ Contractor/ Sub-Grantee (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:

- **28.1** 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.
- **28.2** 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.
- **28.3** 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 Sub-Grantee or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.
- **28.4** 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.
- **28.5** Upon a showing that a subcontractor made a kickback to the City, a prime Sub-Grantee 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.
- **28.6** 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.

- 28.7 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 owned 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 (vii) shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances for a Person
- **28.8** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections (28.1 28.7).
- **28.9** The Sub-Grantee 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.
- **28.10** The Sub-Grantee 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 and the internet City Clerk's the City on at the 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"]
- **28.11** The Sub-Grantee 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.

- **28.12** 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.
- **28.13 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.
- **28.14 Prohibition against Contingency Fees**. The Sub-Grantee 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.
- **28.15** Freedom of Information Act Notice. Pursuant to State statute, in the event the total compensation payable to the Sub-Grantee set forth in Section 5 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Sub-Grantee 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.

(The next page is the signature page.)

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

WITNESSES:	CITY OF WATERBURY
Sign: Print Name:	By: Neil M. O'Leary, Mayor
Sign: Print Name:	Date:
WITNESSES:	WATERBURY YOUNG MEN'S CHRISTIAN ASSOCIATION ("GREATER WATERBURY YMCA")
Sign: Print Name:	By: Print Name:
Sign:	Its:(Title)
Print Name:	Date:

 $F:\ \ Electronic \ Filing \ System\ FILE \ MANAGEMENT\ Transactional\ \ Contracts\ \ Education \ Contracts\ \ YMCA \ Camp \ Mataucha \ Summer \ Camp \ CRT21-205\ \ Drafts\ \ Final \ 6-3-21.doc$ 

#### ATTACHMENT A

- **1.** Scope of Services, attached hereto;
- 2. Camp Mataucha Cost Sheet Summer 2021, attached hereto;
- **3.** Federal Grant Award Notices for the 21<sup>st</sup> Century Grants, attached hereto;
- **4.** State Grant Award Notices for the Sate of Connecticut Afer School Grants, attached hereto:
- **5.** Connecticut After School Netowrk Letter of Clarification dated June 3, 2021, attached hereto
- 6. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated by reference;
- **7.** Partner's Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate, incorporated by reference;
- **8.** Certificates of Insurance, incorporated by reference;
- **9.** All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference; and
- **10.** All licenses, incorporated by reference.

## ATTACHMENT A YMCA CAMP MATAUCHA SUMMER PROGRAM SCOPE OF SERVICES

- 1. Sub-Grantee shall provide bus transportation for all students from predetermined strategic locations in Waterbury to and from Camp Mataucha.
- 2. Sub-grantee shall accept 600 students from Carrington, Driggs, Duggan, Gilmartin, Hopeville, Kingsbury, North End, Reed, Regan, Tinker, Wallace, Walsh, Washington, West Side, and Wilson schools to attend one two-week session of the Summer Day Camp Program at YMCA Camp Mataucha, 270 Smith Pond Road, Watertown, CT, between June 21, 2021 and August 22, 2021. There shall be no overlapping weeks.
- 3. Sub-grantee shall provide swimming, various camp, and age appropriate unit activities throughout each day, Monday through Friday between the hours of 9:00 a.m. and 3:00 p.m.
- 4. Students are to provide their own bag lunches, snacks, water, sunscreen, and wear weather appropriate clothing.
- 5. Current, completed health forms are required for each student with a physical examination performed within the last three years of camp attendance.

# CAMP MATAUCHA COST SHEET - SUMMER 2021

	22.25		x \$455 per student	Students	600		Total
STREET STREET STREET STREET	\$13,000	\$15	\$40	\$400	30	Session 2	Washington
21st Century After School Grant	\$12,573	\$15 515	\$40	\$400	25	Session 2	Walsh
21st Century After School Grant	007'976	\$15	\$40	\$400	40	Session 2	Regan
21st Century After-School Grant	001,85	\$15	\$40	\$400	20	Session 2	Reed - Grades 6 to 8
ZISC Century Arter-School Grant	\$9,100	\$15	\$40	\$400	20	Session 2	North End
21st Century Arter-School Grant	\$2,275	\$15	\$40	\$400	o	Session 2	Gilmartin - Grades 6 to 8
21st Century After School Grant	001,65	\$15	\$40	\$400	20	Session 2	Duggan - Grades 6 to 8
ZIST Century Arter-Scriool Grant	\$11,375	\$15	\$40	\$400	25	Session 2	Driggs
21st Century After-School Grant	\$6,825	\$15	\$40	\$400	15	Session 2	Carrington - Grades 5 to 8
							SESSION 2
CI DUE After-School Grant	\$10,920	\$15	\$40	\$400	24	Session 1	Wilson
CI DOE After-School Grant	\$19,565	\$15	\$40	\$400	43	Session 1	West Side
21st Century After-School Grant	\$13,650	\$15	\$40	\$400	30	Session 1	Washington
21st Century Arter-School Grant	\$11,375	\$15	\$40	\$400	25	Session 1	Walsh
CI DOE After-school Grant	\$13,650	\$15	\$40	\$400	30	Session 1	Wallace
CI DOE After-school Grant	\$9,555	515	\$40	\$400	21	Session 1	Tinker
ZIST Century Arter-scriptor Grant	\$18,200	\$15	\$40	\$400	40	Session 1	Regan
ZIST CENTURY AITER-SCHOOL GRANT	\$9,100	\$15	\$40	\$400	20	Session 1	Reed - Grades 6 to 8
ZIST Century Arter-School Grant	\$9,100	\$15	\$40	\$400	20	Session 1	North End
CI DOE Alter-School Grant	\$15,470	\$15	\$40	\$400	34	Session 1	Kingsbury
CI DOE After School Grant	\$1,/35	515	\$40	\$400	17	Session 1	Hopeville
ZISC CERTOR Alter-School Grant	52,275	\$15	\$40	\$400	ſ	Session 1	Gilmartin - Grades 6 to 8
ZIST CENTURY AITER-SCHOOL GLAIR	\$9,100	\$15	\$40	\$400	20	Session 1	Duggan - Grades 6 to 8
CI DOE WITEL-SCHOOL GLOUIT	\$14,105	\$15	\$40	\$400	31	Session 1	Duggan
21st Century Arter-School Grant	\$11,375	\$15	\$40	\$400	25	Session 1	Driggs
21st Century After-School Grant	\$6,825	\$15	\$40	\$400	15	Session 1	Carrington - Grades 5 to 8
Funding Source	Total Cost per Site	Supply Cost per slat	Transportation per slot	Cost per slot	# of slots *		SESSION 1

Transportation Cost = \$200/day x 20 days x 4 buses/400 slots = \$40/slot
\* each slot represents one 2-week session at Camp Mataucha (June 21 - July 2 session 1; Aug 9-Aug 20 session 2)

### STATE OF CONNECTICUT

#### DEPARTMENT OF EDUCATION

#### **GRANT AWARD NOTIFICATION**

1 Grant Recipient

4 Award Information

Waterbury School District

Grant Type: FEDERAL

**DUNS Number: 967798059** 

Statute: P.L. 107-110

CFDA#: 84.287C

SDE Project Code: SDE000000000002

Grant Number: 151-000 12060-20863-2021-84131-170003-SDE00006

2 Grant Title

5 Award Period

21st CCLC - Cohort 16

7/1/2020 - 9/30/2021

3 Education Staff

6 Authorized Funding

Program Manager:

Grant Amount: \$135,908.00

Shelby Pons

Payment & Expenditure Inquiries:

Funding Status: Final

Jeff Lindgren (860) 713-6624

#### 7 Terms and Conditions of Award

This grant is contingent upon the continuing availability of funds from the grant's funding source and the continuing eligibility of the State of Connecticut and your town/agency to receive such funds.

Fiscal and other reports relating to this grant must be submitted as required by the granting agency. Written requests for budget revisions for expenditures made between July 1, 2020 and June 30, 2021 must be received at least 60 days prior to the expiration of the grant period but no later than May 1, 2021. For grants awarded for two-year periods beginning July 1, 2020, final second-year budget revision requests covering the entire two-year period must be received at least 60 days prior to the expiration of the grant period but no later than February 1, 2022. The grantee shall provide for an audit acceptable to the granting agency in accordance with the provisions of Sections 7-394a and 7-396a of the Connecticut General Statutes. The following attachment(s) are incorporated by reference: ED114.

The grant may be terminated upon 30 days written notice by either party. In the event of such action, all remaining funds shall be returned in a timely fashion to the granting agency.

This grant has been approved.

12/15/2020

1st CCL 51,901.0 51,901.0 63,669.0 \$9,023.0 \$0.0 \$6,795.0 \$0.0 \$0.0 \$0.0 \$0.0	1980NA	
	chool District - FY 2021 - 21st CCLC - C 6) Continuation	ort 16 = Rev 0 = 21
ersonal Services > Salaries ersonal Services > Employee Benefits  urchased Property Services  urchased Property Services  ropeity  ropeity  bebt Service and Miscellaneous  Remaining \$135.9		[etc]
Security of the control of the contr	Solvoloo S. societo de l	\$51,
	Property of the control of the contr	dent Control of the C
A Company of the comp		\$63,
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		Remaining

# Budget Detail

Waterbury School District (151-000) Public School District - FY 2021 - 21st CCLC - Cohort 16 - Rev 0 - 21st CCLC · Cohort 16 - Duggan-Reed (151-000-SG00016) - - Continuation

300 - Purchased Professional and Technical Services - \$63,669.00 🔻

	Budget Detail	Narrative Description
Object:	<b>Object:</b> 300 - Purchased Professional and Technical Services	Recreation Site Administrator (Waterbury Bureau of Recreation)  Guidance/oversight shared by two sites = \$1000 (Up to 25 %
Purpose:	Purpose: 01 - Public School Activities	Match)
LEA / School:	LEA / Duggan/Reed (151-000- School: SG00016)	Science/STEM Virtual programming
Quantity:		STEM Scouts programming for students  Programming for 1/2 year with training and STEM supplies
Cost	00.699.59\$	\$150.00 per student x 30 students each (Up to 25 % Match)
Line Item	\$63,669.00	each site For 6 Programs (Up to 25 % Match)

Sessions = \$150 x at approx. \$900 Virtual Eli Whitney Museum Virtual Engineering Kits and Learning Virtual Field Trips Mystic Aquarium Estimated at approx. \$2,000 p to 25 % supplies Match) Lessons Estimated at approx. 50 students  $\times 3$  \$ 12 Per Project = \$ 1,800  $\times 2$ each site for 12 Programs (Up to 25 % Match)

Sites (Up to 25 % Match)

Virtual Science module @ approximately \$250/session X approx. 6 sessions = \$1,500 x 2 sites (Up to 25 % Match)

6 weeks x 2 hours x \$50 per hour = \$600 per site (Up to 25 %YOGA Instructor Match)

\$135,908.00	Allocation:
\$135,908.00	Total for all Objects:
\$72,239.00	Total for all other Objects:
\$63,669.00	urchased Professional and Technical Services: 🦳
s Estimate \$	Fitness Fury/or Similar Virtual Multi-fuctional Training and/or other modules Estimate \$ 1,500 x 2 sites \$ 3,000 (Up to 25 % Match)
ted @ \$19,564	Additional Summer Program Stem/Arts - TBD estimated @ \$19,564 x 2 sites = \$37,028 (Up to 25 % Match)
8 x 2 sites =	Additional Stem/Arts Virtual - TBD estimated @ \$9,458 x 2 sites = \$18,915 (Up to 25 % Match)
Estimate of p to 25 %	Match)" "YMCA Multi-functional recreation Modules/or Similar Estimate of 10 modules/school @ \$160/module x 2 = \$3,200 (Up to 25 % Match)"
o to 25 %	"YMCA Spinning Modules/or Similar Estimate of 10 Modules @ \$160 = \$1,600 x 2 sites = \$3,200 (Up to 25 %
e of 10 (Up to 25 %	YMCA "YMCA Health & Nutrition Modules/ or Similar Estimate of 8 modules @ \$200/each = \$1,600 x 2 sites = \$3,200 (Up to 25 %
ing, tours =	Museum 101 - course in artistic observation, sketching, tours \$1,000 (Up to 25 % Match)

Grant Award Letter

## STATE OF CONNECTICUT.

#### DEPARTMENT OF EDUCATION

#### GRANT AWARD NOTIFICATION

1 Grant Recipient

4 Award Information

Waterbury School District

Grant Type: FEDERAL

DUNS Number: 967798059

Statute: P.L. 107-110

CFDA#: 84.287C

SDE Project Code: SDE000000000002

Grant Number: 151-000 12060-20863-2021-84131-170003-SDE00009

2 Grant Title

5 Award Period

21st CCLC - Cohort 15

7/1/2020 - 9/30/2021

3 Education Staff

6 Authorized Funding

Program Manager:

Grant Amount: \$95,000.00

Shelby Pons

Payment & Expenditure Inquiries:

Funding Status: Final

Jeff Lindgren (860) 713-6624

#### 7 Terms and Conditions of Award

This grant is contingent upon the continuing availability of funds from the grant's funding source and the continuing eligibility of the State of Connecticut and your town/agency to receive such funds.

Fiscal and other reports relating to this grant must be submitted as required by the granting agency. Written requests for budget revisions for expenditures made between July 1, 2020 and June 30, 2021 must be received at least 60 days prior to the expiration of the grant period but no later than May 1, 2021. For grants awarded for two-year periods beginning July 1, 2020, final second-year budget revision requests covering the entire two-year period must be received at least 60 days prior to the expiration of the grant period but no later than February 1, 2022. The grantee shall provide for an audit acceptable to the granting agency in accordance with the provisions of Sections 7-394a and 7-396a of the Connecticut General Statutes. The following attachment(s) are incorporated by reference: ED114.

The grant may be terminated upon 30 days written notice by either party. In the event of such action, all remaining funds shall be returned in a timely fashion to the granting agency.

This grant has been approved.

2/8/2021

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Waterbury School District (151-000) Public School District - FY 2021 - 21st CCLC - Cohort 15 - Rev 0 - 21st CCLC - Cohort 15 - Driggs-Washington (151-000-SG00012) - - Continuation

\$34,601.00	63.00 -0.00 -0.00 -0.00		80.00		\$8,519.00		\$4,750.00	Total \$95,000.00	ion \$95,000.00	\$0.00
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100 - Personal Services > Salaries	200 - Personal Services > Employee Benefits	300 - Purchased Professional and Technical S	400 - Purchased Property Services	500 - Other Purchased Services	one anyunda ma anyunda Andana an mar to mar	Ą	800 - Debt Service and Miscellaneous		on Act of The Section 1997, and the Section	
100 - Person	200 - Person	300 - Purcha	400 - Purcha	500 - Other F	600 - Supplies	700 - Property	800 - Debt S			

# Budget Detail

Waterbury School District (151-000) Public School District - FY 2021 - 21st CCLC - Cohort 15 - Rev 0 - 21st CCLC

Description

- Cohort 15 - Driggs-Washington (151-000-SG00012) - - Continuation

300 - Purchased Professional and Technical Services - \$44,116.00 🔻

	Budget Detail	Narrative
Object: 300 Tec	Object: 300 - Purchased Professional and Technical Services	Recreation Site Administrator (Wa Guidance/oversight shared by the
Purpose: 01	Purpose: 01 - Public School Activities	Match)
LEA / Driggs/Wa School: SG00012)	LEA / Driggs/Washington (151-000-shool: SG00012)	Science/STEM Virtual programmi
Quantity:	1.00	STEM Scouts programming for st Programming for 1/2 year with
Cost:	\$44,116.00	\$150.00 per student x 30 student
Line Item	\$44,116.00	each site For 6 Programs (Up to 4

aterbury Bureau of Recreation) two sites = \$1000 (Up to 50 % rtraining and STEM supplies ts each (Up to 50 % Match) students j B

Estimated at approx. \$900 Virtual Field Trips Mystic Aquarium Estimated at approx. \$2,000 each site for 12 Programs (Up to 50 % Match) 50 % Match) uarium

Sessions = \$150 x Virtual Eli Whitney Museum Virtual Engineering Kits and Learning Lessons Estimated at approx. 50 students x 3

\$ 12 Per Project = \$ 1,800 x 2

Sites (Up to 50 % Match)

Virtual Science module @ approximately \$250/session X approx. 6 sessions = \$1,500 x 2 sites (Up to 50 % Match)

6 weeks x 2 hours x \$50 per hour = \$600 (Up to 50 % Match) YOGA Instructor

Museum 101 - course in artistic observation, sketching, tours = \$1,000 (Up to 50 % Match) Virtual Mattatuck Museum

"YMCA Health & Nutrition Modules/ or Similar Estimate of 8 modules @ \$200/each = \$1,600 × 2 sites = \$3,200 (Up to 50 % Match)"  "YMCA Spinning Modules/or Similar Estimate of 10 Modules @ \$160 = \$1,600 × 2 sites = \$3,200 (Up to 50 % Match)"  "YMCA Multi-functional recreation Modules/or Similar Estimate of 10 modules/school @ \$160/module × 2 = \$3,200 (Up to 50 % Match)"  Additional Stem/Arts Virtual - TBD estimated @ \$9,458 × 2 sites = \$18,915 (Up to 50 % Match)  Additional Summer Program Stem/Arts - TBD estimated @ \$19,564 × 2 sites = \$39,128 (Up to 50 % Match)	Virtual Multi-fuctional Training and/or other modules Estimate \$ 500 x 2 sites \$ 3,000 (Up to 50 % Match)  Tased Professional and Technical Services: \$44,116.00  Total for all other Objects: \$50,884.00  Allocation: \$95,000.00
"YMCA Health & Nutrition Modules/ or Similar Estimate of 8 modules @ \$200/each = \$1,600 x 2 sites = \$3,200 (Up to 50 % Match)" "YMCA Spinning Modules/or Similar Estimate of 10 Modules @ \$160 = \$1,600 x 2 sites = \$3,200 (Up to 50 % Match)" "YMCA Multi-functional recreation Modules/or Similar Estimate of 10 modules/school @ \$160/module x 2 = \$3,200 (Up to 50 % Match)"  Additional Stem/Arts Virtual - TBD estimated @ \$9,458 x 2 sites = \$18,915 (Up to 50 % Match)	ed @ \$19,564 Estimate \$
"YMCA Health & Nutrition Modules/ or Similar Estimate of 8 modules @ \$200/each = \$1,600 x 2 sites = \$3,200 (Up to 50 % Match)" "YMCA Spinning Modules/or Similar Estimate of 10 Modules @ \$160 = \$1,600 x 2 sites = \$3,200 (Up to 50 % Match)" "YMCA Multi-functional recreation Modules/or Similar Estimate of 10 modules/school @ \$160/module x 2 = \$3,200 (Up to 50 % Match)"	Site S
"YMCA Health & Nutrition Modules/ or Similar Estimate of 8 modules @ \$200/each = \$1,600 × 2 sites = \$3,200 (Up to 50 % Match)" "YMCA Spinning Modules/or Similar Estimate of 10 Modules @ \$160 = \$1,600 × 2 sites = \$3,200 (Up to 50 % Match)"	stimate of to 50 %
"YMCA Health & Nutrition Modules/ or Similar Estimate of 8 modules @ \$200/each = \$1,600 x 2 sites = \$3,200 (Up to 50 %	to 50 %
	of (Up to 50 %

Grant Award Letter

### STATE OF CONNECTICUT

DEPARTMENT OF EDUCATION

#### GRANT AWARD NOTIFICATION

1 Grant Recipient

4 Award Information

Waterbury School District

Grant Type: FEDERAL

TMINS Number: 967798059

Statute: P.L. 107-110

CFDA#: 84.287C

SDE Project Code: SDE0000000000002

Grant Number: 151-000 12060-20863-2021-84131-170003-SDE00012

2 Grant Title

5 Award Period

21st CCLC - Cohort 17.1

7/1/2020 - 9/30/2021

3 Education Staff

6 Authorized Funding

Program Manager:

Grant Amount: \$114,000.00

Shelby Pons

Payment & Expenditure Inquiries:

Funding Status: Final

Jeff Lindgren (860) 713-6624

#### 7 Terms and Conditions of Award

This grant is contingent upon the continuing availability of funds from the grant's funding source and the continuing eligibility of the State of Connecticut and your town/agency to receive such funds.

Fiscal and other reports relating to this grant must be submitted as required by the granting agency. Written requests for budget revisions for expenditures made between July 1, 2020 and June 30, 2021 must be received at least 60 days prior to the expiration of the grant period but no later than May 1, 2021. For grants awarded for two-year periods beginning July 1, 2020, final second-year budget revision requests covering the entire two-year period must be received at least 60 days prior to the expiration of the grant period but no later than February 1, 2022. The grantee shall provide for an audit acceptable to the granting agency in accordance with the provisions of Sections 7-394a and 7-396a of the Connecticut General Statutes. The following attachment(s) are incorporated by reference: ED114.

The grant may be terminated upon 30 days written notice by either party. In the event of such action, all remaining funds shall be returned in a timely fashion to the granting agency.

This grant has been approved.

12/15/2020

Budget		
Waterbury School District (151-000) Public School District CCLC - Cohort 17.1 - Regan (151-000-SG00017) Continu	District - FY 2021 - 21st CCLC - Cohor Continuation	ort 17.1 - Rev 0 - 21st
		Total
100 - Personal Services > Salaries		
200 - Personal Services > Employee Benefits	A Company of the Comp	\$3,116.00
services		<b>69</b>
Hot aggs and a grant of the control	Joseph Sander Sa	00000000000000000000000000000000000000
7		
sellodns - 009	Application of the control of the co	\$1,000   11,032   10,000   10,
800 - Debt Service and Miscellaneous	The second secon	\$5,700,00
	Control of the contro	Allocation \$114,000.00
		Remaining \$0.00
		٨
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# **Budget Detail**

Waterbury School District (151-000) Public School District - FY 2021 - 21st CCLC - Cohort 17,1 - Rev 0 - 21st CCLC - Cohort 17.1 - Regan (151-000-SG00017) - - Continuation

300 - Purchased Professional and Technical Services - \$58,712.00 ▼

Narrative Description	९ecreation Site Administrator (Waterbury Bureau of Recreation	Guidance/oversight = \$500
ıdget Detail	bject: 300 - Purchased Professional and   F	Technical Services

Science/STEM Virtual programming

Purpose: 01 - Public School Activities

LEA / Regan (151-000-SG00017)

1.00

Quantity:

School:

\$58,712.00

Cost:

\$58,712.00

Line Item

STEM Scouts programming for students

Programming for 1/2 year with training and STEM supplies \$150.00 per student x 30 students each

Estimated at approx. \$900 Virtual Field Trips Maritime Aquarium each site For 6 Programs

Virtual Field Trips Mystic Aquarium Estimated at approx. \$2,000 each site for 12 Programs

Sessions = \$150 x Virtual Eli Whitney Museum Virtual Engineering Kits and Learning Lessons Estimated at approx. 50 students x 3 \$ 12 Per Project = \$ 1,800

Virtual Science module @ approximately \$250/session X approx. 6 sessions = \$1,500

YOGA Instructor 6 weeks x 2 hours x \$50 per hour = \$600

Museum 101 - course in artistic observation, sketching, tours = Virtual Mattatuck Museum \$1,000

e of Estimate of	64	iled (@ \$24,740 s Estimate \$	\$58,712.00	\$55,288.00	\$114,000.00	\$114,000.00	00.03 Trems in	,	
YMCA "YMCA Health & Nutrition Modules/ or Similar Estimate of 8 modules @ \$200/each = \$1,600 " "YMCA Spinning Modules/or Similar Estimate of 10 Modules @ \$160 = \$1,600 " "YMCA Multi-functional recreation Modules/or Similar Estimate of 10 modules/school @ \$160/module = \$1,600"	Additional Stem/Arts Virtual - TBD estimated @ \$14,864	Additional Summer Program Stem/Arts - 15D estimated @ \$24,740 Fitness Fury/or Similar Virtual Multi-fuctional Training and/or other modules Estimate \$ _ ^ 7	Purchased Professional and Technical Services:	Total for all other Objects:	Total for all Objects:	Allocation:	Se West of the Control of the Contro		
\$	Ad	Ad Fit 5d	Total for 300 - Purc						

### STATE OF CONNECTICUT

#### DEPARTMENT OF EDUCATION

#### GRANT AWARD NOTIFICATION

1 Grant Recipient

4 Award Information

Waterbury School District

Grant Type: FEDERAL

DUINS Number: 967798059

Statute: P.L. 107-110

CFDA#: 84.287C

SDE Project Code: SDE000000000002

Grant Number: 151-000 12060-20863-2021-84131-170003

2 Grant Title

5 Award Period

21st CCLC - Cohort 16

7/1/2020 - 9/30/2021

3 Education Staff

6 Authorized Funding

Program Manager:

Grant Amount: \$138,099.00

Shelby Pons

Payment & Expenditure Inquiries:

Funding Status: Final

Jeff Lindgren (860) 713-6624

#### 7 Terms and Conditions of Award

This grant is contingent upon the continuing availability of funds from the grant's funding source and the continuing eligibility of the State of Connecticut and your town/agency to receive such funds.

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The grant may be terminated upon 30 days written notice by either party. In the event of such action, all remaining funds shall be returned in a timely fashion to the granting agency.

This grant has been approved.

12/15/2020

Waterbury School District (151-000) Public School District - FY 2021 - 21st CCLC - Cohort 1 - Cohort 16 - Carrington Gilmartin (151-000-SG00015) Continuation	
	16 - Rev 0 - 21st CCLC
	Total
200 - Personal Services > Employee Benefits	\$4,520.00
ervices	
A control of the cont	OO OS
Solidan Salahan Salaha	\$11,104.00
800 - Debt Service and Miscellaneous	\$6,002,000 \$6,002,000 \$6,000
	Total \$138,099.00
Anthony of the control of the contro	Allocation \$138,099.00
	maining \$0.00

Waterbury School District (151-000) Public School District - FY 2021 - 21st CCLC - Cohort 16 - Rev 0 - 21st CCLC Sessions = \$150 x Estimated at approx. \$900 Virtual Science module @ approximately \$250/session X approx. 6 sessions =  $\$1,500 \times 2$  sites (Up to 25 % Match) Virtual Eli Whitney Museum Virtual Engineering Kits and Learning Virtual Field Trips Mystic Aquarium Estimated at approx. \$2,000 6 weeks x 2 hours x \$50 per hour = \$600 per site (Up to 25 % Recreation Site Administrator (Waterbury Bureau of Recreation) Guidance/oversight shared by two sites = \$1000 (Up to 25 % Programming for 1/2 year with training and STEM supplies \$150.00 per student x 30 students each (Up to 25 % Match) Lessons Estimated at approx. 50 students x 3 Narrative Description each site for 12 Programs (Up to 25 % Match) each site For 6 Programs (Up to 25 % Match) Virtual Field Trips Maritime Aquarium STEM Scouts programming for students Science/STEM Virtual programming \$ 12 Per Project = \$ 1,800 x 2 Sites (Up to 25 % Match) Cohort 16 - Carrington Gilmartin (151-000-SG00015) - - Continuation YOGA Instructor 300 - Purchased Professional and Technical Services - \$63,669.00 🔻 Match) Match) 300 - Purchased Professional and Carrington Gilmartin (151-000-01 - Public School Activities **Technical Services Budget Detail** 1.00 \$63,669.00 \$63,669,00 SG00015) **Budget Detail** アス国ン School: Purpose: Object: Cost: Total: Quantity: Line Item

ig, tours =	of (Up to 25 %	to 25 % 1,	stimate of to 25 %	x 2 sites =	ed @ \$19,564	Estimate \$	\$63,669.00	\$74,430.00	\$138,099.00	\$138,099.00	\$0.00
Museum 101 - course in artistic observation, sketching, tours \$1,000 (Up to 25 % Match)	YMCA "YMCA Health & Nutrition Modules/ or Similar Estimate of 8 modules @ \$200/each = \$1,600 x 2 sites = \$3,200 (Up to 25 %	<pre>'YMCA Spinning Modules/or Similar Estimate of 10 Modules @ \$160 = \$1,600 x 2 sites = \$3,200 (Up to 25 % **********************************</pre>	watch) "YMCA Multi-functional recreation Modules/or Similar Estimate of 10 modules/school @ \$160/module x 2 = \$3,200 (Up to 25 % Match)"	Additional Stem/Arts Virtual - TBD estimated @ $\$9,458 \times 2$ sites $\$18,915$ (Up to $25 \%$ Match)	Additional Summer Program Stem/Arts - TBD estimated @ \$19,564 x 2 sites = \$37,028 (Up to 25 % Match)	Fitness Fury/or Similar Virtual Multi-fuctional Training and/or other modules Estimate \$ 1,500 x 2 sites \$ 3,000 (Up to 25 % Match)	urchased Professional and Technical Services:	Total for all other Objects:	Total for all Objects:	Allocation:	Remain of the second of the se
							Total for 300 - Pu				

### STATE OF CONNECTICUT

#### DEPARTMENT OF EDUCATION

#### GRANT AWARD NOTIFICATION

1 Grant Recipient

4 Award Information

Waterbury School District

Grant Type: FEDERAL

**DUNS Number: 967798059** 

Statute: P.L. 107-110

CFDA #: 84.287C

SDE Project Code: SDE0000000000002

Grant Number: 151-000 12060-20863-2021-84131-170003-SDE00011

2 Grant Title

5 Award Period

21st CCLC - Cohort 15

7/1/2020 - 9/30/2021

3 Education Staff

6 Authorized Funding

Program Manager:

Grant Amount: \$72,675.00

Shelby Pons

Payment & Expenditure Inquiries: Jeff Lindgren (860) 713-6624

Funding Status: Final

7 Terms and Conditions of Award

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The grant may be terminated upon 30 days written notice by either party. In the event of such action, all remaining funds shall be returned in a timely fashion to the granting agency.

This grant has been approved.

2/8/2021

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Waterbury School District (151-000) Public School District - FY 2021 - 21st CCLC - Cohort 15 - Rev 0 - 21st CCLC

Remaining \$0.00		
Allocation \$72,675.00	A construction of the cons	
\$3,634,00	A CONTROLLED TO THE CONTROLLED	800 - Debt Service and Miscellaneous
\$0.00		700 - Property
21,087.00	Source Coopers  The American Coopers  The Co	900 - Supplies
		500 - Other Purchased Services
OO O O O O O O O O O O O O O O O O O O	Annual Control of the	400 - Purchased Property Services
(A)	ervices	300 - Purchased Professional and Technical S
90.00 91.00	The second of th	200 - Personal Services > Employee Benefits
e,		100 - Personal Services > Salaries
Total		Object
	G00014) Continuation	waterbury School District (131-000) Fublic 3 - Cohort 15 - North End MS (151-000-SG0001

Budget Detail	
Waterbury School District (151-000) Public School District - Cohort 15 - North End MS (151-000-SG00014) Continua 300 - Purchased Professional and Technical Services - \$38,678.00 ▼	School District - FY 2021 - 21st CCLC - Cohort 15 - Rev 0 - 21st CCLC 14) Continuation ses - \$38,678.00 v
Budget Detail	Narrative Description
Object: 300 - Purchased Professional and Technical Services	Recreation Site Administrator (Waterbury Bureau of Recreation) Guidance/oversight = \$500 (Up to 50% match)
Purpose: 01 - Public School Activities LEA / North End MS (151-000-	Science/STEM Virtual programming
School: SG00014)	STEM Scouts programming for students  Programming for 1/2 year with training and STEM supplies
Cost: \$38.678.00	\$150.00 per student x 30 students each (Up to 50% match)  Virtual Field Trips Maritime Aquarium Estimated at approx. \$900
aga. Englésieusoba	each site For 6 Programs (Up to 50% match) Virtual Field Trips Mystic Aquarium Estimated at approx. \$2,000
Total:	each site for 12 Programs (Up to 50% match) Virtual Eli Whitney Museum Virtual Engineering Kits and Learning
	Lessons Estimated at approx. 50 students x 3 Sessions = \$150 x \$12 Per Project = \$1,800 (Up to 50% match)
	Virtual Science module @ approximately \$250/session X approx. 6 sessions = \$1,500 (Up to 50% match)
	YOGA Instructor 6 weeks x 2 hours x \$50 per hour = \$600 (Up to 50% match)
	Virtual Mattatuck Museum Museum 101 - course in artistic observation, sketching, tours = \$1,000 (Up to 50% match)

	ate of atch)" , r Estimate of to 50% match)"	864 (Up to 50%	nated @ \$41,839	es Estimate \$	\$38,678.00	\$33,997.00	\$72,675.00	\$72,675.00	\$0.00	
Ą'	"YMCA Health & Nutrition Modules/ or Similar Estimate of 8 modules @ \$200/each = \$1,600 (Up to 50% match)" "YMCA Spinning Modules/or Similar Estimate of 10 Modules @ \$160 = \$1,600 (Up to 50% match)" "YMCA Multi-functional recreation Modules/or Similar Estimate of 10 modules/school @ \$160/module = \$1,600 (Up to 50% match)"	Additional Stem/Arts Virtual - TBD estimated @ \$18,864 match)	Additional Summer Program Stem/Arts - TBD estimated @ \$41,839 (Up to 50% match)	Fitness Fury/or Similar Virtual Multi-fuctional Training and/or other modules Estimate \$ 1,500 (Up to 50% match)	Purchased Professional and Technical Services:	Total for all other Objects:	Total for all Objects:	Allocation:	A Commence of the Commence of	
YMCA	MY 8 10 10 10 10 10 10 10 10 10 10 10 10 10	Additio match)	Addii (Up t	Fitne V 1,50	Total for 300 - Purcha					

Budget Detail	Narrative Description
Object: 600 - Supplies	Instructional Supplies
Purpose: 01 - Public School Activities	Student supplies (iournals, paper, art supplies, books, flash drives,
LEA / North End MS (151-000- School: SG00014)	Backpacks, Math and Reading Supplimental materials, etc.) Stem Kits/supplies TBD Estimate of \$ 21,675 (Up to 50% match)
Quantity: 1.00	
Cost: \$11,087.00	Administrative Supplies - including computer, paper, printer ink,
Line Item \$11,087.00  Total:	pens, pencils, markers, pads for staff meetings/ common planning, etc. @ approx. \$500 (Up to 50% match)
	Total for 600 - Supplies: \$11,087.00
	Total for all other Objects: \$61,588.00
	Total for all Objects:  \$72,675.00
	Allocation: \$72,675.00
	Remaining:

### STATE OF CONNECTICUT

#### DEPARTMENT OF EDUCATION

#### GRANT AWARD NOTIFICATION

1 Grant Recipient

4 Award Information

Waterbury School District

Grant Type: FEDERAL

DUNS Number: 967798059

Statute: P.L. 107-110

CFDA#: 84.287C

SDE Project Code: SDE0000000000002

Grant Number: 151-000 12060-20863-2021-84131-170003-SDE00010

2 Grant Title

5 Award Period

21st CCLC - Cohort 15

7/1/2020 - 9/30/2021

3 Education Staff

6 Authorized Funding

Program Manager:

Grant Amount: \$50,000.00

**Shelby Pons** 

Payment & Expenditure Inquiries:

Funding Status: Final

Jeff Lindgren (860) 713-6624

#### Terms and Conditions of Award

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This grant has been approved.

2/8/2021

Budget	
Waterbury School District (151-000) Public School District - FY 20 - Cohort 15 - Walsh (151-000-SG00013) Continuation	21 - 21st CCLC - Cohort 15 - Rev 0 - 21st CCLC
Object	- Tota
200 - Personal Services > Employee Benefits	00.00
elvices	
400 - Purchased Property Services	Construction of the constr
Selidding - 009	\$7,462,00
800 - Debt Service and Miscellaneous	Section of the sectio
	Allocation \$50,000.00

# Budget Detail

Waterbury School District (151-000) Public School District - FY 2021 - 21st CCLC - Cohort 15 - Rev 0 - 21st CCLC . Cohort 15 - Walsh (151-000-SG00013) - - Continuation

terbury Bureau of Recreation)

Description

300 - Purchased Professional and Technical Services - \$20,762.00 ▼

	Budget Detail	Narrative D
Object: 3	Object: 300 - Purchased Professional and Technical Services	Recreation Site Administrator (Wat Guidance/oversight = \$500
Purpose: C	Purpose: 01 - Public School Activities LEA / Walsh (151-000-SG00013)	Science/STEM Virtual programmin
School:		STEM Scouts programming for stu-
Cost:	<u>\$20,762.00</u>	\$150.00 per student x 30 students Virtual Field Trips Maritime Aqua
Line Item Total:	\$20,762.00	each site For 6 Programs (Up to 50 Virtual Field Trips Mystic Aquarit each site for 12 Programs (Up to 5)

each (Up to 50% Match) arium Estimated at approx. \$900 Sessions = \$150 x Virtual Eli Whitney Museum Virtual Engineering Kits and Learning Virtual Science module @ approximately \$250/session X approx. 6 sessions = \$1,500 (Up to 50% Match) ium Estimated at approx. \$2,000 raining and STEM supplies Lessons Estimated at approx. 50 students x 3 \$ 12 Per Project = \$ 1,800 (Up to 50% Match) 50% Match) 0% Match) <u>a</u>. idents ල

sessions = \$1,500 (Up to 50% Match)

YOGA Instructor
6 weeks x 2 hours x S50 per hour = \$600 (Up to 50% Match)

Museum 101 - course in artistic observation, sketching, tours = Virtual Mattatuck Museum \$1,000 (Up to 50% Match)

transcontraction desired in the contraction of the	" nate of % Match) "	p to 50%	@ \$14,748	timate \$	\$20,762!.00	\$29,238.00	\$50,000.00	\$50,000.00	\$0.00		
OA	"YMCA Health & Nutrition Modules/ or Similar Estimate of 8200/each = \$1,600 (Up to 50% Match)"   Nodules @ \$200/each = \$1,600 (Up to 50% Match)"   Nodules @ \$160 = \$1,600 (Up to 50% Match)"   "YMCA Multi-functional recreation Modules/or Similar Estimate of 10 modules/school @ \$160/module = \$1,600 (Up to 50% Match)"	Additional Stem/Arts Virtual - TBD estimated @ \$8,864 (Up to 50% Match)	Additional Summer Program Stem/Arts - TBD estimated @ \$14,748 (Up to 50% Match)	Fitness Fury/or Similar Virtual Multi-fuctional Training and/or other modules Estimate \$ 1,500 (Up to 50% Match)	Purchased Professional and Technical Services:	Total for all other Objects:	Total for all Objects:	Allocation:	Remaining:		
YMCA		Additio Match)	Addi (Up	Fitne V V 1,50	Total for 300 - Purcha					1709	

### STATE OF CONNECTICUT

#### DEPARTMENT OF EDUCATION

#### GRANT AWARD NOTIFICATION

1 Grant Recipient

4 Award Information

Waterbury School District

Grant Type: STATE

**DUNS Number: 967798059** 

Statute: C.G.S. 10-16(x)

CFDA#:

SDE Project Code: SDE000000000002

Grant Number: 151-000 11000-17084-2021-82079-170003-SDE00006

2 Grant Title

5 Award Period

After School Grant (Continuation)

7/1/2020 - 6/30/2021

3 Education Staff

6 Authorized Funding

Program Manager:

Grant Amount: \$169,660.00

Agnes Quinones

Payment & Expenditure Inquiries:

Funding Status: Final

Jeff Lindgren (860) 713-6624

7 Terms and Conditions of Award

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12/22/2020

# Revised Plan

Waterbury School District (151-000) Public School District - FY 2021 - After School Grant (Continuation) - Rev 0 - After School Grant (Continuation) - WPS Wallace - West Side (151-000-SG00001) - - Continuation

\* Program Name:

State Department of Education After School Grant

\* Program Director:

Darren Schwartz

\* Program Director Email and Phone:

dschwartz@waterbury.k12.ct.us 203-574-8016

\* Lead Application Organization

Waterbury Public Schools

169,660.00 \* Budget Amount Requested between January and June 30, 2020

Total Days and iks of Hours of ation Operation	* Monday thru Friday
Total Days and Weeks of Hours of Operation	2
Program End Date	\$ 100 mm and an analysis of the control of the cont
Program Start Date	01/04/202
Target # P Students Served	000
Grades Partners Served	* Parks and Recreation / YMCA
Grades	* 8th -
Schools Served	* Wallace and Westside
Site	* Virtual: Wallace and Westside

# Objectives

Budget	
Waterbury School District (151-000) Public School District - FY 2021 - After Scho After School Grant (Continuation) - WPS Wallace - West Side (151-000-SG00001)	ol Grant (Continuation) - Rev 0 -
Object	Total
Tatle Programme Control of the Contr	\$3,000 000 000 000 000 000 000 000 000 00
300 - Purchased Professional and Technical Services	\$21.1.2.00 \$2.1.1.2.00 \$2.1.1.2.00 \$2.1.1.2.00 \$2.1.1.00 \$2.1.1.00 \$2.100 \$2.10
500 - Other Purchased Services	The control of the co
800 - Debt Service and Miscellaneous	\$8,483.00
	mises Ander
The control of the co	Allocation \$169,660.00
	middenid George
	F

# Budget Detail

Waterbury School District (151-000) Public School District - FY 2021 - After School Grant (Continuation) - Rev 0 - After School Grant (Continuation) - WPS Wallace - West Side (151-000-SG00001) - - Continuation

300 - Purchased Professional and Technical Services - \$57,115.00 ▼

Narrative Description	Recreation Site Administrator (Waterbury Bureau of Recreation) Guidance/oversight shared by two sites = \$1000	Science/STEM Virtual programming STEM Scouts programming for students Programming for 1/2 year with training and STEM supplies	\$150.00 per student x 30 students each Virtual Field Trips Maritime Aquarium Estimated at approx. \$900 each site For 6 Programs	Virtual Field Trips Mystic Aquarium Estimated at approx. \$2,000 each site for 12 Programs Virtual Eli Whitney Museum Virtual Engineering Kits and Learning	Lessons Estimated at approx. 50 students $\times$ 3 Sessions = \$150 x \$\\$ 12 Per Project = \$1,800 x 2	Virtual Science module @ approximately \$250/session X approx. 6 sessions = \$1,500 x 2 sites  YOGA Instructor 6 weeks > 2 hours > \$50 per hour = \$600 per site
Budget Detail	Object: 300 - Purchased Professional and Technical Services	Purpose: 01 - Public School Activities  LEA / WPS Wallace - West Side (151- School: 000-SG00001)	Quantity: 1.00 Cost: \$57.115.00	L.		

Museum 101 - course in artistic observation, sketching, tours =

Virtual Mattatuck Museum

\$1,000

YMCA

e of 00" Estimate of	3 x 2 sites =	Estimate \$	\$57,115.00	\$112,545.00	\$169,660.00	\$169,660,00	80.00		
	TBD estimated @ \$9,458 x 2	Training and/or other modules Estimate \$	echnical Services:	Total for all other Objects:	Total for all Objects:	Allocation:	Remaining		
"YMCA Health & Nutrition Modules/ or Similar Estimation B modules @ \$200/each = \$1,600 x 2 sites = \$3,2 "YMCA Spinning Modules/or Similar Estimate of 10 Modules @ \$160 = \$1,600 x 2 sites = \$3,200" "YMCA Multi-functional recreation Modules/or Simila 10 modules/school @ \$160/module x 2 = \$3,200"	Additional Stem/Arts Virtual - TBD estimated \$18,915	Fitness Fury/or Similar Virtual Multi-fuctional Trair 1,500 x 2 sites \$ 3,000	Purchased Professional and Technical Services:	Total fo	The second secon				
M	Addition \$18,915	Fitne V 1,50	Total for 300 - Purcha		Andrew State of the Control of the C				
			France of the second of the se		The second secon				
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## STATE OF CONNECTICUT

#### DEPARTMENT OF EDUCATION

#### **GRANT AWARD NOTIFICATION**

1 Grant Recipient

4 Award Information

Waterbury School District

Grant Type: STATE

DUNS Number: 967798059

Statute: C.G.S. 10-16(x)

CFDA#:

SDE Project Code: SDE000000000002

Grant Number: 151-000 11000-17084-2021-82079-170003

2 Grant Title

5 Award Period

After School Grant (Continuation)

7/1/2020 - 6/30/2021

3 Education Staff

6 Authorized Funding

Program Manager:

Grant Amount: \$169,660.00

Agnes Quinones

Payment & Expenditure Inquiries:

Funding Status: Final

Jeff Lindgren (860) 713-6624

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This grant has been approved.

12/22/2020

John Frassinelli - CSDE Management Approver

Waterbury School District (151-000) Public School School School Grant (Continuation) - WPS Kingsbury and * Program Name: State Department of Education After School Grant  * Program Director:  Darren Schwartz  * Program Director Email and Phone: dschwartz@waterbury.k12.ct.us.203-574-8016  * Lead Application Organization  Waterbury Public Schools  \$ 169,660.00 * Budget Amount Requested betw	ic School Dis	District - FY 2	District - FY 2021 - After Schoo Wilson (151-000-SG00002) C	- After School Grant (Continuation) SG00002) Continuation June 30, 2020	- Re∨ 0	a After
* Program Name:  State Department of Education After School Grant  * Program Director:  Darren Schwartz  * Program Director Email and Phone: dschwartz@waterbury.k12.ct.us.203-574-8016  * Lead Application Organization  Waterbury Public Schools  \$ 169,660.00 * Budget Amount Requested	between the property of the pr	Aanuary a	and June 30, 2020	Control of the contro		
State Department of Education After School State Department of Education After School Grant  * Program Director:  * Program Director Email and Phone:  dschwartz@waterbury.k12.ct.us 203-574-8016  * Lead Application Organization  Waterbury Public Schools  * 169,660.00 * Budget Amount Requeste	between the property of the pr	January a	and June 30, 2020	© 1 ° 2 ° 4 ° 4 ° 4 ° 4 ° 4 ° 4 ° 4 ° 4 ° 4		
* Program Director:  Darren Schwartz  * Program Director Email and Phone: dschwartz@waterbury.k12.ct.us 203-574-8016  * Lead Application Organization  Waterbury Public Schools  169,660.00 * Budget Amount Requeste	between the second seco	January Parking Parkin	and June 30, 2020	A to the second of the second		_
r Program Director Email and Phone: dschwartz@waterbury.k12.ct.us 203-574-8016 Lead Application Organization Waterbury Public Schools  169,660.00 * Budget Amount Requeste	between the second seco	Manual Ma	and June 30, 2020	A to the second of the second		-
*Lead Application Organization  Waterbury Public Schools    169,660.00 * Budget Amount Requeste		n January a	and June 30, 2020			
Site Schools Grades Partin Served Served	Partners	Target # Students Served	Program Start Date	Program End Date	Total Weeks of Operation	Days and Hours of Operation
* Virtual: * Kingsbury * 3rd - * Par Kingsbury & Wilson 5th Rec Elementary School and Wilson	Recreation YMCA	The state of the s	The state of the s	The state of the s	* 1000 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	* Monday thru Friday

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Waterbury School District (151-000) Public School District - FY 2021 - After School Grant (Continuation) - Rev 0 - After School Grant (Continuation) - WPS Kingsbury and Wilson (151-000-SG00002) - - Continuation

Object				<u></u>
111A - Non-Instructional Salaries	000000000000000000000000000000000000000			\$31,582.00
111B - Instructional Salaries	Printing Control	Control of the contro	American State Communication of the Communication o	\$37,620.00
ee Benefits				\$6,027.00
300 - Purchased Professional and Technical Services	engeneralista marken 1900 m fonder konste marken fo	Property of the control of the contr	Research Miller (1996)	\$57,115.00
400 - Purchased Property Services				80.00
500 - Other Purchased Services		And the second s	Of control of the con	\$8,483.00
				\$20,350.00
800 - Debt Service and Wiscellaneous			The Control of the Co	\$8,483.00
			<u>。</u> <u>値</u>	\$169,660.00
Approximation of the control of the		2 1 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2	Allocation	\$769,660.00
			Remaining	\$0.00

Budget Detail		
Waterbury S After School 300 - Purchas	Waterbury School District (151-000) Public School Distri After School Grant (Continuation) - WPS Kingsbury and 300 - Purchased Professional and Technical Services - \$57,115.00	Waterbury School District (151-000) Public School District - FY 2021 - After School Grant (Continuation) - Rev 0 - After School Grant (Continuation) - WPS Kingsbury and Wilson (151-000-SG00002) Continuation 300 - Purchased Professional and Technical Services - \$57,115.00 V
	Budget Detail	Narrative Description
Object:	Object: 300 - Purchased Professional and Technical Services	PROFESSIONAL SERVICES
Purpose: (	01 - Public School Activities WPS Kingsbury and Wilson (151-	Recreation Site Administrator (Waterbury Bureau of Recreation) Guidance/oversight shared by two sites = \$1000
School: Quantity:	000-SG00002) 1:00	Science/STEM Virtual programming STEM Scouts programming for students
Cost:	\$57,115.00	\$150.00 per student x 30 students each Virtual Field Trips Maritime Aquarium Estimated at approx. \$900
Line Item Total:	\$57,115.00	(/)
		Virtual Eli Whitney Museum Virtual Engineering Kits and Learning Lessons Estimated at approx. 50 students x 3 Sessions = \$150 x \$12 Per Project = \$1,800 x 2 Sites
		Virtual Science module @ approximately \$250/session X approx. 6 sessions = \$1,500 x 2 sites
		Virtual Mattatuck Museum  Nuseum 101 - course in artistic observation, sketching, tours = \$1,000
		YMCA

\$3,200" \$3,200" 00" milar Estimate of 00"	58 x 2 sites = les Estimate \$	\$57,115.00	\$112,545.00	\$169,660.00	\$169,660.00	80.00		
l,600 x 2 sites = \$3, nilar Estimate of x 2 sites = \$3,200" n Modules/or Simila odule x 2 = \$3,200"	D estimațed @ \$9,4 g and/or other modu	nnical Services:	Total for all other Objects:	Total for all Objects: ୮	Allocation:	Remaining:		
"YMCA Health & Nutrition Modules/ or Similar Estimate of 8 modules @ \$200/each = \$1,600 x 2 sites = \$3,200" "YMCA Spinning Modules/or Similar Estimate of 10 Modules @ \$160 = \$1,600 x 2 sites = \$3,200" "YMCA Multi-functional recreation Modules/or Similar Estimate of 10 modules/school @ \$160/module x 2 = \$3,200"	Additional Stem/Arts Virtual - TBD estimated @ \$9,458 x 2 sites = \$18,915 Fitness Fury/or Similar Virtual Multi-fuctional Training and/or other modules Estimate \$1,500 x 2 sites \$3,000	Purchased Professional and Technical Services:	Total for a	E THE PERSON NAMED IN COLUMN TO THE				
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		<b>Total for</b>		ar Denit March 1				
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## STATE OF CONNECTICUT

#### DEPARTMENT OF EDUCATION

#### GRANT AWARD NOTIFICATION

1 Grant Recipient

4 Award Information

Waterbury School District

Grant Type: STATE

**DUNS Number: 967798059** 

Statute: C.G.S. 10-16(x)

CFDA #:

SDE Project Code: SDE0000000000002

Grant Number: 151-000 11000-17084-2021-82079-170003-SDE00005

2 Grant Title

5 Award Period

After School Grant (Continuation)

7/1/2020 - 6/30/2021

3 Education Staff

6 Authorized Funding

Program Manager:

Grant Amount: \$169,660.00

Agnes Quinones

Funding Status: Final

Payment & Expenditure Inquirics: Jeff Lindgren (860) 713-6624

#### 7 Terms and Conditions of Award

This grant is contingent upon the continuing availability of funds from the grant's funding source and the continuing eligibility of the State of Connecticut and your town/agency to receive such funds.

Fiscal and other reports relating to this grant must be submitted as required by the granting agency. Written requests for budget revisions for expenditures made between July 1, 2020 and June 30, 2021 must be received at least 60 days prior to the expiration of the grant period but no later than May 1, 2021. For grants awarded for two-year periods beginning July 1, 2020, final second-year budget revision requests covering the entire two-year period must be received at least 60 days prior to the expiration of the grant period but no later than February 1, 2022. The grantee shall provide for an audit acceptable to the granting agency in accordance with the provisions of Sections 7-394a and 7-396a of the Connecticut General Statutes. The following attachment(s) are incorporated by reference: ED114.

The grant may be terminated upon 30 days written notice by either party. In the event of such action, all remaining funds shall be returned in a timely fashion to the granting agency.

This grant has been approved.

12/22/2020

John Frassinelli - CSDE Management Approver

# Revised Plan

Waterbury School District (151-000) Public School District - FY 2021 - After School Grant (Continuation) - Rev 0 - After School Grant (Continuation) - Duggan and Tinker at Chase Park House and Hopeville (151-000-SG00003) - - Continuation

\* Program Name:

State Department of Education After School Grant

\* Program Director:

Darren Schwartz

\* Program Director Email and Phone:

dschwartz@waterbury.k12.ct.us 203-574-8016

\* Lead Application Organization

Waterbury Public Schools

169,660.00 \* Budget Amount Requested between January and June 30, 2020

Total Days and Weeks of Hours of		Monday thru Friday
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# Objectives

\* Briefly state the objectives of the project.

Goal: for students to have the knowledge, skills, and abilities to be successful in school, work, and life

## Budget

Waterbury School District (151-000) Public School District - FY 2021 - After School Grant (Continuation) - Rev 0 -After School Grant (Continuation) - Duggan and Tinker at Chase Park House and Hopeville (151-000-SG00003) - -Continuation

) )		
\$169,660.	Miles   Mile	
\$169,660.00	11.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.	
\$8,483,00	And the second s	800 - Debt Service and Miscellaneous
\$20,351.00		600 - Supplies
\$8,483.00	The second secon	500 - Other Purchased Services
\$0.00		400 - Purchased Property Services
\$56,371.00		300 - Purchased Professional and Technical Services
\$6,027.00		200 - Personal Services > Employee Benefits
\$37,620.00	A CONTRACTOR OF THE PROPERTY O	111B - Instructional Salaries
\$32,325.00		111A - Non-Instructional Salaries
Total		

# **Budget Detail**

Waterbury School District (151-000) Public School District - FY 2021 - After School Grant (Continuation) - Rev 0 -After School Grant (Continuation) - Duggan and Tinker at Chase Park House and Hopeville (151-000-SG00003) -

300 - Purchased Professional and Technical Services - \$56,371.00 ▼

Continuation

		Natiative Description
Object:	Object: 300 - Purchased Professional and Technical Services	PROFESSIONAL SERVICES
Purpose: (	Purpose: 01 - Public School Activities	Recreation Site Administrator (Waterbury Bureau of Recreation)
LEA / [ School: h	LEA / Duggan & Tinker at Chase Park School: House & Hopeville (151-000- SG00003)	Science/STEM Virtual programming
Quantity:	00:1	STEM Scouts programming for students  Programming for 1/2 year with training and STEM supplies
Cost:	\$56,371.00	\$150.00 per student x 30 students each
Line Item	\$56,371.00	each site For 6 Programs
		Virtual Field Trips Mystic Aquarium Estimated at approx. \$2,000

Virtual Eli Whitney Museum Virtual Engineering Kits and Learning Lessons Estimated at approx. 50 students x 3 Sessions = \$150 x \$ 12 Per Project =  $$1,800 \times 2$$  Sites

each site for 12 Programs

\$900

Virtual Science module @ approximately \$250/session X approx. 6 sessions = \$1,500  $\times$  2 sites

6 weeks x 2 hours x \$50 per hour = \$600 per site YOGA Instructor

Museum 101 - course in artistic observation, sketching, tours Virtual Mattatuck Museum

		x 2 sites =	Estimate \$	\$56,371.00	\$113,289.00	\$169,660.00	\$169,660.00	00.0\$
00	YMCA "YMCA Health & Nutrition Modules/ or Similar "YMCA Health & Nutrition Modules/ or Similar 8 modules @ \$200/each = \$1,600 x 2 sites = \$3,200" "YMCA Spinning Modules/or Similar 10 Modules @ \$160 = \$1,600 x 2 sites = \$3,200" "YMCA Multi-functional recreation Modules/or Similar 10 modules/school @ \$160/module x 2 = \$3,200"	Additional Stem/Arts Virtual - TBD estimated @ \$9,086 x 2 sites \$18,171	Fitness Fury/or Similar Virtual Multi-fuctional Training and/or other modules Estimate \$ 1,500 × 2 sites \$ 3,000	Purchased Professional and Technical Services:	Total for all other Objects:	Total for all Objects:	Allocation:	The control of the co
\$1,000	YMCA "YMCA 8 mC 10 N	Addi \$18,	Fitne V 1,50	Total for 300 - Purcha		Annual Programment of the Control of		

## CONNECTICUT AFTER SCHOOL NETWORK

**A** 

June 3, 2021

U

Kara Summa Corporation Counsel City of Waterbury 235 Grand Street Waterbury, Ct 06702



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Dear Ms. Summa,

I am writing to clarify that Waterbury Public Schools my use the state After School Grant funds to send their SDE-funded after school students to the YMCA Camp Day Camp during the last two weeks of June.

Please let me know if need anything further. I can be reached at 860-794-4978 or mdc@ctafterschoolnetwork.org.

Sincerely,

Michelle Doucette Cunningham

Executive Director

Connecticut After School Network

Cc: M.

M. Pogodzienski

A. Quinones

Waterbury, Connecticut

## **COMMITTEE ON SCHOOL PERSONNEL**

Item #12.1

June 17, 2021

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

With the approval of the Committee on School Personnel, the Superintendent of Schools recommends approval of the appointment of	
as Elementary Vice Principal, Tinker School, effective immediately.	
Approved:	
Charles L. Stango	

Waterbury, Connecticut

## **COMMITTEE ON SCHOOL PERSONNEL**

Item #12.2

June 17, 2021

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

With the approval of the Committee of Schools recommends approval of the sabba	on School Personnel, the Superintendent of atical leave request of
	Approved:
	Charles L. Stango

Waterbury, Connecticut

## **COMMITTEE ON SCHOOL PERSONNEL**

Item #12.3

June 17, 2021

To the Board of Education Waterbury CT

waterbury, OT	
Ladies and Gentlemen:	
With the approval of the Committee on S	School Personnel, the Superintendent of nent of
as Supervisor of Talent Management & Profest 2021.	sional Development effective July 1,
	Approved:
	Charles L. Stango

Waterbury, Connecticut

#### SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.1

June 17, 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:

Iannantuoni, Jolee – WSMS Head Swimming Coach, effective 11/01/21. Perusse, Joseph – WHS Associate Unified Coach, effective 08/26/21. Soeprasetyo, Preston – WHS Football Coach, effective 08/17/21.

Respectfully submitted,
Dr. Verna D. Ruffin
Superintendent of Schools

Waterbury, Connecticut

#### SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.2

June 17, 2021

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following appointments:

Blaney, Sean – Extended School Year (ESY) Administrator.

Brown, Heather – Middle School Extended Academic Support (EAS) Summer Program, Site Administrator, NEMS.

Caldarone, Paul – Middle School Extended Academic Support (EAS) Summer Program, Site Administrator, WSMS.

Carpenter, Ryan – Middle School Extended Academic Support (EAS) Summer Program Coordinator.

Cremens, Lauren – EAS School Counselor, NEMS.

Dunn, Brittany – Elementary Extended Academic Support (EAS) Summer Program District Coordinator.

Egan, Jennifer – Middle School Camp Coordinator.

Foster, Shernett – EAS Site Coordinator, Reed.

Gomez, Bridget – EAS Site Coordinator, Carrington.

Irrera, Raymond – High School Summer School Coordinator.

Jannetty, Dana – CTE Curriculum Writing Summer Committee.

LaBonte, Stephanie – Middle School Extended Academic Support (EAS) Summer Program, Site Administrator, WMS.

Miller, Jamie Miller – Extended School Year (ESY) Coordinator.

Mikaiel-Chartouni, Tagrid – EAS School Counselor, Duggan.

Phostole, Sean – Extended School Year (ESY) Administrator.

Pinho, Kelly – EAS Site Coordinator, Duggan.

Rosado, Debra – EAS School Counselor, WMS.

Sullivan, Ryan – EAS Site Coordinator, Gilmartin.

Webb, George - EAS School Counselor, Reed

Wengertsman, Emily - EAS School Counselor, WSMS.

Respectfully submitted,

Waterbury, Connecticut

#### SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.3

June 17, 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:

Name	Position/Location	FT/PT	Rate of Pay	Union	<b>Effective</b>
David Schepis	Hall Monitor	PT	\$90.00/day	Non BOE	5/27/21
	Enlightenment				
Anthony Petrillo	Network Specialist	FT	\$19.48/hr	UPSEU69	6/10/21
-	Chase Building - WMS				
Joseph Finley III	Network Specialist	FT	\$19.48/hr	UPSEU69	6/10/21
•	Chase Building				

#### Waterbury, Connecticut

#### SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.4

June 17, 2021

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Maloney Summer Experience Staff List 2021:

Kindergarten: Math – Cherie Couture

Technology/Science - David Couture

Reading - Siobhan Kalnins, Marlene Madera

First Grade: Math – Katie Card

Reading – Leah Grabowski

Technology/Science - Barbara Moulthrop

Second Grade Math – Taylor Buonocore

Reading – Jennifer Hibbs

Technology/Science - Dana Cancro

Third Grade & Math – Katie Barbieri

Fourth Grade Writing/Reading – Esther D'Esposito

Science/Technology - Andrew Dunn

IT: Craig Everett

Secretaries: Shanna Zawislak, Anna Perugini

Sight Coordinator Ann Drewry (Donna Cullen will monitor the program)

Admin Sub: Stacey Gittings
Curriculum Support: Margaret Palomba

Waterbury, Connecticut

#### SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.5

June 17, 2021

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

Secretary:

The Superintendent of Schools notifies the Board of Education of the following Rotella Summer School Extended Academic Support Program 2021 Appointments, July 6-9; 12-15; 19-22; 26-29:

Administrator

Teachers:

Dana Wallace, Melissa Vargas (sub)

Julia Matthews, Mary Monroe

Monica Santovasi, Veronica Summerfield

Danielle Toussaint, Odet Simoes

Michele Parks, McKenzie Abraham

Kathryn Ijomah, Karen Woodward

Classroom Teaching Assistants:

Teacher Substitutes:

Suzanne Dionne, Sarah Jackson

Marly Parker, Karen Woodward

A/V Tech:

Bryan Michaud

Lisa Alexander

Respectfully submitted,

Dr. Verna D. Ruffin

Superintendent of Schools

Waterbury, Connecticut

#### SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.6

June 17, 2021

Gomez, Andrea

Ortiz, Alyson

Superintendent of Schools

To the Board of Education Waterbury, CT

Correa, Jennifer

LaBarba, Lou

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Middle School STEM Summer Camp appointments (eight days):

McWhirt, Scott

Gluz, Debra

Rodrigues, Benson Torres, Lianne Traver, Jessica

Respectfully submitted,

Dr. Verna D. Ruffin

Waterbury, Connecticut

#### SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.7

June 17, 2021

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following teacher Extended Academic Support (EAS) Internal WTA Hires and External Certified recommendations:

Last	First	Assigned School	EAS Grade
INTERNAL WTA		-	
Abarzua	Lauren	Carrington	K
Azar Billini	Maria	Duggan	Bilingual 2
Belica	Flora	Reed	1
Bell	Nicholas	Duggan	5
Brown	Susan	Gilmartin	2
Ciccone	Melissa	Reed	K
Corbo	Cherie	Duggan	2 ELA
Coty	Heidi	Reed	4 ELA
Davino	Melissa	Gilmartin	K
Desanto	Christine	Duggan	4
Fleming	Sonya	Carrington	1
Gannon	Danielle	Duggan	1
Gaudiosi-Anguri	Karen	Duggan	3
Hill	Elaine	Gilmartin	4
Mancini	Mark	Dugan	4
Matarazzo	Kristen	Gilmartin	3
Mayo	Colin	Carrington	STEM/Enrichment/GR3
McCasland	Maureen	Duggan	K
McCue	Erin	Reed	3
Meaney	Tricia	Gilmartin	K
Nazario	Katherine	Reed	5
O'Donnell	Jennifer	Reed	1
Osagie	NANCY	Gilmartin	3
Paglia	Marissa	Duggan	K
Poulter	Dennis	Gilmartin	5
Rivera	Mirta	Gilmartin	Bilingual 1
Rivera Arroyo	Kalyrin	Gilmartin	1
Rizzo	Lisa	Reed	3 ELA
Robinson	Debra	Gilmartin	4
Sodano	Bridgette	Gilmartin	2
Strumi	Manuela	Reed	2
Virdee	Robin	Carrington	2
Wells	Kelley	Duggan	5

Respectfully submitted,	
Dr. Verna D. Ruffin Superintendent of Schools	_

Waterbury, Connecticut

#### SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.8

June 17, 2021

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Extended Academic Support (EAS) Middle School Summer School teacher appointments:

Last	First	Assigned School	Subject
Banks	Melissa	Wallace	Interdisciplinary
Brown	Charlene	NEMS	Interdisciplinary
Caviasca	Kerry	WSMS	Interdisciplinary
Davitt-Wells	Robin	Wallace	Interdisciplinary
Garcia	Julio	WSMS	Bilingual
Gjolle	Besmira	Wallace	Interdisciplinary
Johnson	Sequoia	WSMS	Interdisciplinary
Kalach	Kevin	WSMS	Interdisciplinary
Vorio	Daniel	NEMS	ELA
Maunsell	Michael	NEMS	Math
Medina	Lori	WSMS	ELA
Notchick	Maria	NEMS	ELA
Patnaude	Nicholaus	WSMS	ELA
Pelosi	Emily	Wallace	Math
Pete	Latasha	Wallace	Math
Peters	Courtney	Wallace	ELA
Pratt	Lena	WSMS	ELA
Romano	Lisa	Wallace	ELA
Scursso	Laurie	WSMS	Math

Respectfully submitted,

Waterbury, Connecticut

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.9

June 17, 2021

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Extended Academic Support (EAS) High School Summer School teacher appointments:

Last	First	Subject
Caruso	Anthony	ELA
Deveau	Heather	ELA
Donohue	Kelly	ELA
Frank - Blanchard	Lauren	ELA
Hinton	Marci	ELA
Mancini	Dana	ELA
Feliz	Ashley	History
Garcia	Ryan	History
Lins	Alexandrea	History
Sarlo	Christopher	History
Rodriguez	Lynette	Math
Scialla	Marlena	Math
Sullivan	Carly	Math
Thomas	Richard	Math
Paradis	Sara	Phys Ed
Thibodeau	Hannah	Phys Ed
Clark	Meredith	Science
Correa	Jennifer	Science
Kumar	Usha	Science
Kearns	Maura	Spanish
Robalino	Alexandra	Spanish

Respectfully submitted,				
Dr. Verna D. Ruffin				
Superintendent of Schools				

Waterbury, Connecticut

#### SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.10

June 17, 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 Year (ESY) non-certified staff appointments:

Luz	Alicea	Natalia	Korbusieski
Miriam	Alonso	Simone	Lacy
Carmen	Andino	Amy	LaFountain
Robin	Andrikis	Anairis	Lajara
Lisa	Antidormi	Rachel	Lamb
Prosenjeet	Basu	Latanya	Levett
Judy	Biolo	Marlene	Lopez
Kelley	Canfield	Michele	Marchetti
Kristin	Canfield	Joseph	Martinez
Ann	Cianciolo	Lisa	McCombs
Lisa	Cipriano	Barbara	McDonald
Nera	Clemente	Vickie	Mullen-Gillyard
Kaitlyn	Cocchiola	Tadiya	Nestor
Sharon	Colangelo	Donna	Orsatti
Iris	Cosme	Maria D.	Padua
Denise	Del Moral	Cynthia	Painter
Mariangela	DiCesare	Oscar	Perez
Angelia	Dowdell	John	Phelan
Elizabeth	Dreher	Alexi	Pittman
Laura	Dunlap	Ligia	Ramos
Edlira	Dusha	Veronica	Rek
Jacqueline	Edwards	Maximina	Reyes
Kathleen	Falzarano	Joseph	Rinaldi
Cheryl	Farina	Paula	Rouleau
Gina	Farrington	Maria	Sanchez
Marlene	Ferrao	Yvonne	SantaMaria
Michele	Ferrucci	Maritza	Santiago
Regina	Field	Madeline	Santiago
Natalie	Fox	Monica	Schiavo

Julie	Geary	Sarah	Silver
Kendra	George	Shelley	Stamp
Melissa	Grossman	Christiana	Sylvester
Marnie	Guerrera	Amanda	Teal
Paula	Hardy	Gina	Turner
Arthur	Harrison	Emily	Van Stone
Ronda	Hendrickson	Eileen	Walaitis
Giovanna	Hudson	Jamie	Walsh
Sheri	Jameson	Sarah	Watson (Ward Watson)
Sherrie	Janatiss	Lois	Wilks-Looby
Joy	Johnson	Monica	Williams
Ferba	Johnson	Shaileen	Williams
Lori	Justice	Verretta	Williams Iverson
Karrie	Kasidas		
Cindy	Kee		

Respectfully submitted,

\_\_\_\_\_

Dr. Verna D. Ruffin

Superintendent of Schools

Waterbury, Connecticut

### SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.11

June 17, 2021

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Adult Education summer appointments effective July 1, 2021:

NAME	OI CBENIT NIB	POSITION	HRS/RATE
ADULT HIGH SCHO Linskey McDonald Mobilio Moreau Mottillo Muro Person Riemer	Tara Brian James Margaret Carissa Nancy Jocelyn Wayne	Health Instructor Substitute Social Studies Instructor Math Instructor English Instructor Career Educ. Instructor Science Instructor English Instructor	21 hrs p/wk @ \$33.00 p/hr @ \$33.00 p/hr 21 hrs p/wk @ \$33.00 p/hr
AHSCDP INDEPEND Harper Harper	DENT PROJECT James Julia	<b>S:</b> English Usage Human Biology	10 hrs p/wk @ \$33.00 p/hr 10 hrs p/wk @ \$33.00 p/hr
ADULT BASIC EDUC Baranowski Scursso Veneziano	CATION (ABE)/ Judith Lori Ellen	GENERAL EDUCATION DET  ABE Instructor  ABE Instructor  GED Instructor	VELOPMENT (GED): 21 hrs p/wk @ \$33.00 p/hr 21 hrs p/wk @ \$33.00 p/hr 21 hrs p/wk @ \$33.00 p/hr
GUIDANCE STAFF: Aucella Jordan Maschi Michie	Laurence Ellen Suzette Erika	ESL School Counselor School Counselor School Counselor ESL Guidance Secretary	21 hrs p/wk @ \$33.00 p/hr 21 hrs p/wk @ \$33.00 p/hr 21 hrs p/wk @ \$33.00 p/hr 21 hrs p/wk @ \$14.00 p/hr
ENGLISH AS A SEC Chesnas Martinez Salgado Soto Xhafi	OND LANGUA Stanley Mildred Roberto Denise Ermonela	GE (ESL):  ESL Facilitator  ESL Instructor  ESL Instructor  ESL Instructor  ESL Instructor	30 hrs p/wk @ \$33.00 p/hr 12 hrs p/wk @ \$33.00 p/hr

LITERACY, ADULT AND COMMUNITY EDUCATION SYSTEMS (LACES):				
Monaco	Roxanne	Administrator	12 hrs p/wk @ \$37.59 p/hr	
TECHNOLOGY: Blancato	Alfred	Computer Analyst	21 hrs p/wk @ \$24.00 p/hr	
Santoro	Joseph	Computer Analyst	35 hrs p/wk @ \$24.00 p/hr	
EDUCATIONAL AIDE	S:			
Nonamaker	Kim	ABE	21 hrs p/wk @ \$21.50 p/hr	
Page	Tayler	CDP	21 hrs p/wk @ \$21.50 p/hr	
Pelletier	Laurie	Bookroom Aide	21 hrs p/wk @ \$12.00 p/hr	
SantaBarbara, Sr.	Louise	Res. Room/Registration	21 hrs p/wk @ \$21.50 p/hr	
Wasilewski	Diane	GED	21 hrs p/wk @ \$21.50 p/hr	
GED EXAMINATION:				
Bacik	Madeleine	CBT Test Admin.	As needed @ \$27.36 p/hr	
Felton	Tanya	CBT Test Admin.	As needed @ \$17.57 p/hr	
Rinaldi	Nancy	CBT Test Admin.	As needed @ \$15.85 p/hr	
lasevoli	Luigi	Saturday Security	As needed @ \$20.00 p/hr	
SECURITY:				
DeBonis	Michael C	Security/Aide	30 hrs p/wk @ \$21.50 p/hr	
lasevoli	Luigi	Security	30 hrs p/wk @ \$20.00 p/hr	
	J	•		
CUSTODIAL/AIDES:				
Evon	Randy	Security/Custodial Aide	35 hrs p/wk @ \$13.00 p/hr	
laiennaro	Michael	Security/Custodial Aide	30 hrs p/wk @ \$12.00 p/hr	
lasevoli	Peter	Head Custodian	35 hrs p/wk @ \$16.50 p/hr	
McLean	William	Security/Custodial Aide	35 hrs p/wk @ \$12.00 p/hr	
	Respectfully submitted,			

Waterbury, Connecticut

#### SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.12

June 17, 2021

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the Involuntary Teacher Transfers effective 2021-2022 school year:

LAST NAME	FIRST NAME	FROM:	TO:
LASTINAIVIE	FIRST NAIVIE	Previous School Location	New School Location
Azab	Jaime	Walsh Gr 5	Walsh Gr K
	1		
Bailey	Teri	Kennedy Art	Wallace Art
Battaglia	William	Crosby Tech Ed -	WCA Tech Ed Mfg.
		Electronics/Graphics	
Belvedere	Ralph	WAMS Italian (5 Classes)	WAMS Italian (2 Classes)
			Chorus (3 Classes)
Caiazzo	Margaret	Duggan Gr K (Temporary)	Driggs Pre-K Reg. Ed
			(Permanent)
Ciccone	Melissa	Bucks Hill Reading	Bucks Hill Lit. Facilitator
Coniku	Vistela	WSMS Math Gr 6	WSMS Math Gr 7
Cordon	Amy	WAMS Gr 6 Science	WAMS Gr 7 Science
Depillo	Debra	WSMS Math Gr 8	WSMS Numeracy
•			Bucks Hill Annex Pre-K Special
Diaz	Elaine	Bucks Hill Annex Pre-K Reg. Ed	Ed
Fengler	Deanna	Sprague Pre-K Reg. Ed	Sprague Pre-K Reg. Ed
		(Temporary)	(Permanent)
Fogarty	Erin	Maloney Gr 2	Maloney Math Coach
Gjolle	Besmira	Generali/Rotella ESL	Washington ESL
Hartzell	Esther	WCA ELA HS	Crosby ELA
Hicks	Gregoria	Kennedy Special Ed - BDLC	NEMS Special Ed
Hoagland	Stephanie	Reed Special Ed MS	Reed Special Ed Elem.
Judkins	Jennifer	Hopeville Gr K	Wilson Gr 1
Keller	Mysti	NEMS Literacy Teacher	NEMS ELA Gr 7
Longo	Beth	NEMS ELA Gr 7	NEMS Literacy Teacher
Marquis	Hailey	Driggs Gr 3	Driggs Gr 4
Menzies	Jillian	Driggs Gr 4	Driggs Special Ed
Miller	Wesley	WSMS Numeracy	WSMS Math Gr 8
Morse	Joseph	WCA Math HS	WCA Math HS

Moscaritolo	Ashley	WAMS Gr 7 Science	WAMS Gr 8 Science	
Noss	Alysha	Driggs Pre-K Reg. Ed	Wilson Pre-K Reg. Ed	
		(Temporary)	(Permanent)	
O'Donnell	Caitlin	Chase Gr 3	Chase Gr 4	
Russo	Christopher	Carrington Gr 4	Carrington Gr 5	
Schultz	Olivia	Carrington Gr 5	Carrington Gr 4	
Spiegel	Felice	Wallace Computer Ed	WSMS ELS	
Tyriq	Viola	Generali Gr 2	Bunker Hill Gr 2	
Wells	Traci	Enlightenment ELA MS	Enlightenment ELA HS	
Williams	Patricia	Crosby/WCA/WAMS Literacy	Crosby/WCA/WAMS Literacy	
		Facilitator (Temporary)	Facilitator (Permanent)	
Zappone	Evette	Kennedy/Wilby Literacy	Kennedy/Wilby Literacy	
		Facilitator (Temporary)	Facilitator (Permanent)	

Respectfully submitted,
Dr. Verna D. Ruffin
Superintendent of Schools

Waterbury, Connecticut

#### SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.13

June 17, 2021

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Food Service Summer Program appointments:

<u>Name</u>	Last Name	<u>Positions</u>	Site-Location	Rate
Sherl	Knight	Site Supervisor	Bags Foundation	\$13.00
Ciara	Pedraza	Site Supervisor	Boys/Girls Club	\$13.00
Sylvia	Labron	Site Supervisor	Bucks Hill Annex	\$13.00
Rose	Sarandrea	Site Supervisor	Carrington	\$13.00
Diane	Martone	Site Supervisor	Carrington	\$13.00
Mary	Leopizzo	Site Supervisor	Carrington	\$13.00
Agnes	Colon	Site Supervisor	Crosby/Wallace	\$13.00
Kim	Plude	Site Supervisor	Crosby/Wallace	\$13.00
Mayra	Acuna	Site Supervisor	Crosby/Wallace	\$13.00
Carolyn	Thorpe	Site Supervisor	Crosby/Wallace	\$13.00
Elizabeth	Guisto	Site Supervisor	Duggan	\$13.00
Terri	Brooks	Site Supervisor	Duggan	\$13.00
Martha	Thomas	Site Supervisor	Duggan	\$13.00
Nancy	Roldan	Site Supervisor	Generali	\$13.00
Monica	Ramos	Site supervisor	Gilmartin	\$13.00
Bernadette	Donnelly	Site Supervisor	Gilmartin	\$13.00
Barbara	Slogeris	Site Supervisor	Gilmartin	\$13.00
Paula	Mucci	Site Supervisor	Lighthouse Daycare	\$13.00
Sue	Lugo	Site Supervisor	Reed	\$13.00
Nola	Santiago	Site Supervisor	Reed	\$13.00
Iris	Perez	Site Supervisor	Reed	\$13.00
Nilda	Cortes	Site Supervisor	River Baldwin	\$13.00
Elaine	Greco	Site Supervisor	Rivera Memorial	\$13.00
Elizabeth	DosSantos	Site Supervisor	Rotella Magnet School	\$13.00
Mamie	Parker	Site Supervisor	Rotella Magnet School	\$13.00
Maria	Rivera	Site Supervisor	Waterbury Pal	\$13.00
Rose	Sarandrea	Site Supervisor	WCA	\$13.00
Mary	Leopizzo	Site Supervisor	WCA	\$13.00

Terra	Saunders	Site Supervisor	West Side M.S.	\$13.00
Barbara	Kazlauskas	Site Supervisor	West Side M.S.	\$13.00
Nancy	Evon	Site Supervisor	Wilby/North End M.S.	\$13.00
Micki-Von	Ivester	Site Supervisor	Wilby/North End M.S.	\$13.00
Arellys	Cruz	Site Supervisor	Wilby/North End M.S.	\$13.00
Seritha	Anglin	Site Supervisor	WOW	\$13.00
Maria	Rego	Monitor	WAMS	\$14.50
Michelle	Musco	Monitor	WAMS	\$14.50
Amy	Daugerdas	Monitor	WAMS	\$14.50
Marilin	Smith	Prep	WAMS	\$13.50
Linda	Generali	Prep	WAMS	\$13.50
Patricia	Lowe	Prep	WAMS	\$13.50
Chasity	Hernandez	Prep	WAMS	\$13.50
Alice	Pinto	Prep	WAMS	\$13.50
Robin	Capozio	Prep	WAMS	\$13.50
Debbie	Finke	Coordinator	WAMS	\$35.00
Isabel	DeSousa	Coordinator	WAMS	\$30.00

Respectfully submitted,
Dr. Verna D. Ruffin
Superintendent of Schools

Waterbury, Connecticut

#### SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.14

June 17, 2021

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Voluntary Teacher Transfers effective 2021-2022 School Year:

LAST NAME	FIRST NAME	FROM:	TO:
		Previous School Location	New School Location
Accetura	Kailyn	Wallace Gr 6 Science	Wendell Gr 5
Defazio	Alana	Regan Gr 5	Wendell Gr 4
Healey	Tara	Wilson Gr 1	Wendell Gr 1
Knapp	Kelly	Wendell Gr 4	Wendell Gr 2
Obst	Karen	Driggs Pre-K Reg. Ed	Wendell Pre-K Reg. Ed
Steffero	Melissa	Reed Gr 3	Wendell Gr 3

Dr. Vorna D. Driffin	Respectfully submitted,
Dr. Vorno D. Duffin	
Dr. Varna D. Duffin	
	Dr. Verna D. Ruffin
	Superintendent of Schools

Waterbury, Connecticut

#### SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.15

June 17, 2021

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following retirements:

Bouchard-McCulloch, Nancy – Carrington Special Education, effective 06/16/21. Ferreira, Jose – WCA Tech Ed/Information Technology, effective 06/30/21. Muro, Nancy – WHS FCS, effective 10/01/21 (date correction). Stanco, Barbara – Rotella PreK, effective 06/16/21. Veneziano, Ellen – CHS Math, effective 06/16/21.

Respectfully submitted,
Dr. Verna D. Ruffin
Superintendent of Schools

Waterbury, Connecticut

#### SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.16

June 17, 2021

To the Board of Education Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following resignations:

Deer, Patricia – CHS School Counselor, effective 06/30/21.

Drewry, Paul – WHS Vice Principal, effective 06/30/21.

Howard, Emily – Bucks Hill Annex PreK Special Ed, effective 06/16/21.

Perkins, Melissa – WSMS Guidance Counselor, effective 08/25/21.

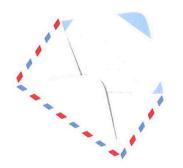
Ponte, Debra – Principal, W. Cross, effective 06/30/21.

Trocolla, Lillian – KHS Bilingual Science & Math, effective 06/16/21.

Tyson-Salinas, Reginald – WSMS Band, effective 06/16/21.

Walsh, Molly – Reed Speech Language Pathologist, effective 06/16/21.

Respectfully submitted,	
Dr. Verna D. Ruffin	
Superintendent of Schools	



## COMMUNICATIONS



For the period of June 2, 2021 through June 15, 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

May 24, 2021

Joseph Orsatti 115 Northwood Dr. Middlebury, CT 06762

Dear Mr. Orsatti:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I @ Wilby High School (Req. #2021077G) at \$15.21 per hour. Please contact Chris Harmon, School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, May 27, 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 May 27, 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 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,

Jennifer Palazzo

Human Resources Generalist

JP/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Chris Harmon, School Inspector
file

#### **Carrie Swain**

From:

Robert Goodrich <rgoodrich@racce.net>

Sent:

Thursday, June 3, 2021 5:12 PM

To:

Dr. Verna D. Ruffin

Cc:

CHARLES PAGANO; KAREN HARVEY; MICHAEL PUFFER; Carrie Swain

Subject:

**COVID Relief Funding For Waterbury Public Schools** 

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.

Superintendent Ruffin

We want to raise our concerns to you and the board of education regarding the choices that have been made for ESSER I and II funding allocations. After a thorough review of the publicly available documents on stakeholder input and the district's ESSER II application we are extremely concerned that \$28 million of the first \$52 million has been allocated for building upgrades and construction. Comparing New Haven (\$1.9 million), New Britain (\$800k), and Hartford (\$1.6 million) who have chosen to spend only \$4.3 million combined on building or property upgrades with ESSER II funds, Waterbury's choices to invest more in property than students and staff is alarming. Our expectations of you and the board of education is to course-correct yourselves and follow the guidance and requirements of both the State Department of Education and the language of the American Rescue Plan that simply states that you must engage in meaningful consultation with [all] stakeholders and work to maintain an equity-focused lens so that the most disproportionately impacted students benefit from these additional dollars (\$89 million).

We invite you or your designees and members of the board of education to attend and participate in one of the scheduled town halls on this issue. The next is June 22nd and you can confirm your attendance by registering here.

Ms. Swain: Please consider this a formal communication to the board and include it in the minutes for tonight's meeting.

Regards,

Robert M. Goodrich

/he-him-his/

Co-Founder

R.A.C.C.E.

Radical Advocates for Cross-Cultural Education

(203) 597-7456

rgoodrich@racce.net

Like us on Facebook: www.facebook.com/RACCEWtby

Twitter: @raccewtby
Website: racce.net

Donate:

**VENMO:** @RACCE

"The obligation of anyone who thinks of himself as responsible is to examine society and try to change it and to fight it – at no matter what risk. This is the only hope society has. This is the only way societies change..."

~James Baldwin~



236 Grand Street Waterbury, CT 06702 (203) 574-6761

### The City of Waterbury

#### Connecticut

Department of Human Resources
Office of the Civil Service Commission

June 8, 2021

Seimon Salam 181 Geddes Terrace Waterbury, CT 06708

Dear Mr. Salam:

We are pleased to receive your acceptance of our offer of <u>temporary and at will</u> employment for the position of Temporary Maintainer I - FEMA (Req #2021473D) for the Department of Education – Maloney Elementary School.

In this position your starting compensation will be \$15.21 per hour for a total of 40 hours per week. Please be advised that this offer is for a period of time not to exceed twelve (12) months in duration.

Your first day reporting to the Department of Education – Maloney Elementary School is June 17, 2021.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely.

Jennifer Palazzo

Human Resources Generalist

JP/sd

cc: Board of Education

Dr. Ruffin, Supt. of Schools Chris Harmon, School Inspector

file

#### **Carrie Swain**

From:

noreply@cabe.myenotice.com on behalf of tdemars@cabe.org

<noreply@cabe.myenotice.com>

Sent:

Friday, June 11, 2021 7:02 AM

To:

Carrie Swain

**Subject:** 

CABE Policy Highlights 6-11-2021

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## **CABE Policy Highlights**

Vincent A. Mustaro, Senior Staff Associate for Policy Service

June 11, 2021

Volume 20 Issue 25

For a PDF version of this Policy Highlights, Click Here

Report Identifies Commonalities of Top Professional Development: A focus on content, collaboration, feedback and reflection, as well as personalized coaching and support are the hallmarks of high-quality professional development, according to a report from the Council of the Great City Schools. The report also identified common PD challenges, including lack of deep content and effective coaching support. The report was discussed by Roger Riddell, editor of *K-12 Dive*.

The recent report details criteria for what constitutes high-quality professional development, providing 13 case study examples from 10 districts including Denver Public Schools, Chicago Public Schools and Long Beach Unified School District in California.

Based on an examination of research, the report finds four common prevailing features in high-quality professional development, regardless of whether it's focused on in-person, hybrid or virtual models: a focus on content, support for collaboration, the provision of feedback and reflection, and personalized coaching and support.

The most common professional development challenges identified in focus groups with teachers, principals, principal supervisors and other instructional support staff across a variety of districts were: lack of differentiation in opportunities, lack of deep content focus, lack of effective coaching support and a lack of alignment between course offerings.

There has been a focus on rethinking approaches to student learning, so too have educational leaders turned toward rethinking professional learning for educators. Even before the coronavirus pandemic disrupted public education, forcing a focus on ad hoc PD opportunities to close immediate knowledge gaps with virtual learning best practices, it was widely recognized that the traditional "sit and get" approach to professional development needed to change.

Ken Wallace, an Illinois superintendent stated that not paying careful attention to professional learning conditions is "one of the core mistakes that is made??? we put all of our attention into focusing on student learning and not nearly enough on the need for continual processes for real adult learning." His district built a reputation for an "all-in" approach to professional learning that prioritizes strong teacher leadership roles and coaching opportunities, in addition to forging teacher training partnerships with local higher education institutions. This has led to higher teacher retention and student performance.

The COVID-19 pandemic also highlighted the critical role of high-quality professional learning in building a successful tech initiative. A survey from the University of Virginia and the EdTech Evidence Exchange showed a disconnect between the perceptions of teachers and administrators in regard to professional development opportunities for remote learning.

There is an urgent need to update content, learning standards, and methods of assessing student learning," stated Shari Camhi, superintendent of Baldwin Union Free School District in New York. "We can no longer rely on the 'old way of doing things.' It is time to update our practice, allow for

educators to create experiences that are meaningful and relevant for our students."

The Council of the Great City Schools report identified these preconditions for building and supporting a high-quality professional learning program:

- A strong unifying vision for high-quality practices based on rigorous college- and career-readiness standards, inclusivity and high expectations for students.
- A comprehensive assessment of the professional learning needs of all teachers, instructional support staff and leaders, including the available technology and resources needed to deliver strong instruction in an in-person, virtual or hybrid environment.
- A comprehensive and multi-tiered district professional development plan based on the aforementioned instructional vision and needs assessment.
- A culture of data-driven instruction that regularly collects, analyzes and uses student progress data to inform decision-making.
- A district culture that embraces and prioritizes openness and collaboration for continuous improvement as a norm.
- A sufficient amount of time throughout the school year, negotiated with the local teacher's union, for professional development, coaching and focused collaboration of school-based personnel.
- A culture of shared accountability for student achievement across central office departments, staff and schools.
- A breaking down of silos between central office departments to encourage collaboration and strong working relationships.

Source: "What makes a high-quality professional development program?" Roger Riddell, editor, *K-12 Dive*, May 11, 2021.

**Policy Implications:** Policy #4131, "Professional Development," and its accompanying administrative regulation and appendix pertain to this issue. This is a recommended policy for inclusion in the district's policy manual.

Continuing Practices that Worked during the Pandemic: Research guru John Hattie of the University of Melbourne in an article in *Educational Leadership* stated, "Perhaps the greatest tragedy to come from Covid-

related distance learning would be *not* learning from this experience to improve our teaching when we physically return to classrooms."

Hattie points to several positive developments he hopes will continue:

- Focusing on equity ??? The pandemic dramatically highlighted gaps in technology and access, and some progress was made. As inperson schooling resumes, Hattie urges that we double down, "shifting from measuring seat time to learning engagement; prioritizing assessments that illuminate student growth and learning; supporting acceleration in learning, not remediation; and identifying safe, culturally responsive practices."
- Listening to the troops ??? What succeeded over the last 15 months ??? rapid adaptation to new technology and new instructional practices ??? did not happen because of top-down mandates but through the initiative and ingenuity of teachers and other school-based educators. In the future, Hattie hopes that district leaders will be more willing to listen to their teachers and build collaborative teams.
- Self-regulation??? Remote and hybrid instruction put a premium on teachers and students working more independently. "Teachers who talked a lot in class, asked questions that required less-than-three-word responses, and focused myopically on the facts and content had trouble engaging learners remotely," says Hattie. Students who already possessed (or picked up) the skills of independent learning thrived, as did teachers who focused on content and deep learning, taught in engaging ways, and gradually released responsibility. He urges educators to continue those practices in the new normal.
- Connections ??? Many educators used online tools to communicate
  more effectively with families and get them invested in deeper
  learning for their children. Teachers also had to get a better handle
  on how students were thinking, what they already knew, and what
  mastery of skills and content looked like. All of this should make
  teaching and learning more efficient and effective in post-Covid
  schools.

Source: "What Can We Learn from Covid-Era Instruction?" by John Hattie in *Educational Leadership*, May 2021, as summarized in *Marshall Memo 886*, May 10, 2021.

**Policy Implications:** Many policies are implicated by the above. They include, but are not limited to, the following:

#0523 ??? Equity and Diversity
#1101.1 ??? Parental Involvement
#1300.1 ??? Community Engagement
#4131 ??? Professional Development
#5123 ??? Promotion/Acceleration/Retention
#6141.1 - Independent Study
#6141.321 - Computers: Acceptable Use of the Internet
#6146 - Graduation Requirements
#6146.13 ??? Multiple Pathways
#6147 ??? Evaluating Student Performance
#6172.6 ??? Distance/Virtual Learning Learning
#6180 ??? Evaluation of the Instructional Program
#6180.1 ??? Student Achievement

Board Policy Updates on the Horizon: Monitoring changes to federal and state education statutes and regulations and court decisions is a year-long responsibility for CABE policy and legal experts. It is immediately following the regular session of the General assembly when things get even busier. CABE Policy Services will soon issue to subscribing districts the much anticipated policy updates published in the next issue of the *Policy Update Service* quarterly publication.

CABE's experienced policy and legal staff monitor legislation during the session to determine if policy changes are warranted. Following the conclusion of the legislative session, the careful process of drafting updates to model policy language becomes the priority activity. Drafts are then subject to a review process prior to publication and dissemination to boards of education.

CABE's model policy language provided to boards for consideration is informed by laws and/or best practices. CABE does not set law, but we

formulate policy language we believe most effectively allows districts to operate within the law.

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



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