

## Job Description

**Title:** Recruitment and Student Placement Coordinator  
**Reports To:** Preschool Supervisor  
**Funding:** Grant Funded (Title I)  
**Salary/Benefits:** Service Employees International Union (SEIU)

### General Statement of Duties:

Coordinates all of the Waterbury Public School Pre-school registrations.

### Specific Examples of Duties:

- Answer phones and screen visitors
- Responsible for Pre-K registrations city-wide school applications.
- Collaborate with outside agencies for registration.
- Assign students to classrooms and update lists for the School Readiness Office and Supervisor of Preschool.
- Maintain registration files, teacher and office files.
- Collects data on students for school computer system.
- Responsible for notices and advertising distribution for registration.
- Assists the transportation coordinator in setting up bus routes.
- Responsible for all student transfers and forwarding student records to appropriate departments.
- Performs other related duties as required by the immediate supervisor.

### Job Requirements/Minimum Qualifications:

- High School diploma is required
- Experience working in a diverse, urban community with 3-5 years working with the Waterbury community required.
- Must be familiar with recruitment procedures.
- Knowledge of various computer software, specifically Microsoft Word and Excel.
- Excellent communications and interpersonal skills.
- Must be proficient in the maintenance of vital clerical records; and have the ability to work effectively with staff, parents and the community.
- Bilingualism is preferred.

### Work Year/Hours of Work:

12 month position, 35 hours per week

Salary: \$25,000-\$29,000 depending on experience

Benefits: Governed by the SEIU-Clerical and Technical Union agreement.

This is a grant funded union position that exists as long as grant funds are available.

Old #2  
Specs



WATERBURY  
Public Schools  
*Today's Students. Tomorrow's Leaders*

## Recruitment and Student Placement Coordinator Early Childhood Education Program

**General Statement of Duties:** Coordinates all Waterbury Public School Pre-K registrations, including Maloney and Rotella Magnet schools.

**Specific Examples of Duties:** Responsible for Pre-K registrations city-wide, including both Maloney and Rotella Magnet school applications. Collaborates with outside agencies for registration. Assigns students to classrooms. Prepares class lists for the teachers and office files. Collects data on students for school computer system. Responsible for notices and advertising distribution for registration. Assists the transportation coordinator in setting up bus routes. Responsible for all student transfers and forwarding student records to appropriate departments. Provides testing of new students for screening and placement. Performs other related duties as required by the Supervisor of the Early Childhood Education Program.

**Qualifications:** High School diploma is required with at least 5 years working with the public. Must be familiar with testing methods and recruitment procedures. Knowledge of various computer applications including Excel. Should possess excellent communications and interpersonal skills. Must be proficient in the maintenance of vital clerical records; and have the ability to work effectively with staff, parents and the community.

**Work Year/Hours of Work:** 12 month position, 35 hours per week

**Salary:** \$25,000-\$29,000 depending on experience

**Benefits:** Governed by the SEIU-Clerical and Technical Union agreement.

This is a grant funded, non-union position that exists as long as grant funds are available.

**Job Description**

**Title:** Supervisor of Family and Community Engagement (FACE)  
**Reports To:** Chief Academic Officer  
**Funding:** Grant Funded (Title V and Priority School District)  
**Salary/Benefits:** SAW

**General Statement of Duties:**

To facilitate the Family and Community Engagement (FACE) Center as the front-line hub for families, community organizations and businesses to connect to when engaging with the Waterbury Public Schools. Consistently communicate with stakeholders. Serve as an outlet for schools and community members to connect with one another. Help promote activities, initiatives and events taking place throughout the District and the City. Facilitate employee engagement opportunities for all FACE Center teams. Implement a strategic plan to create the most efficient, hospitable and friendly environment for both staff and visitors of the FACE Center.

**Specific Examples of Duties:**

- Oversee the district’s FACE Center and Family Resource Center
- Lead the FACE Center in an organizational structure that works on solving parental concerns
- Design and work with staff to implement a “dual capacity” framework to increase the number and types of opportunities for participation in district programs designed to support family and community engagement
- Lead the BOOST programs and strategically implement programs that will improve family/community engagement
- Collaborate with the FACE center to lead the parent liaisons and the family resource centers.
- Collaborate/Lead a Steering Committee for Community Engagement, regularly solicit ideas and provide feedback to district and school communities
- Monitors program budget, including staffing hours and assures expenditures are in compliance with funding requirements and identifies resources to expand program
- Prepare and present regular reports for Elementary School Principal(s), the Superintendent of Schools and Board of Education
- Interface with principal, teachers and other staff in order to meet the needs of parents and students
- Meet with members of the media to showcase all programs
- Facilitate creation and implementation of a marketing plan that promotes FACE Center teams, programs/initiatives and events
- Lead FACE Center communications plan which includes public relations, social media and website management and newsletter development
- Oversee the district’s annual Back-to-School Celebration by organizing volunteers, logistics, vendors and budget/ purchasing procedures
- Participate in planning, delivery, outreach and evaluation processes for all Waterbury Parent Academy courses and events
- Collect data to create comprehensive report of FACE Center partnerships and activities
- Facilitate professional development and team-building opportunities for FACE Center employees

- Write and secure grants to meet the mission and vision of the FACE Center
- Evaluate assigned staff
- Perform other related duties as assigned by the Chief Academic Officer

**Job Requirements/Minimum Qualifications:**

- Bachelor's and Master's Degree from an accredited college / university required
- 092 Administrator Certificate
- 10+ years of Professional Experience as an educator and 5+ years as an administrator
- Experience in connecting schools to businesses and community organizations
- Must have proven ability to work within a team environment
- Experience working in diverse communities – This leader will be working with our network of teachers, parents and community members in a culturally responsive manner. Experience doing this work in Waterbury or a similar environment with racially, linguistically and socioeconomically diverse populations is essential.
- Strategic, long-term thinker – This leader will manage the short- and long-term strategies necessary to reach the district's priority around Family and School Engagement. This leader must be able to balance a sense of urgency on behalf of children with an understanding that this is complicated, long-term work.
- Bilingual – This skill is not required of this leader, but preferred.
- Proven database management experience
- Proficiency with Microsoft Office programs (Excel, Word, PowerPoint, etc.).
- Proven organizational, communication and interpersonal skills

This is a grant funded union position that exists as long as grant funds are available.

#4

**Crosby High School's Science, Technology, Engineering, Art, and Mathematics (STEAM) Summer Beautification Project 2017**

We are proposing a summer STEAM enrichment program that incorporates environmental science, biology, art, architecture, and technology. This summer opportunity is available to any Crosby student who wishes to apply. Participants will be chosen through a lottery system.

Students will work collaboratively to create a tranquility garden on the Crosby campus. The garden will include a labyrinth, recycled kinesthetic sculptures, and a water fountain. In the future, our goal is to create a sustainable wildlife habitat to be maintained year round by students.

**DATES**

June 26, 27, 28, 29, 30

July 5, 6, 7, 10, 11, 12, 13

**TIME**

8:00 AM – 12:30 PM

**CT CORE STANDARDS:**

**HS-LS2 Ecosystems: Interaction, Energy, and Dynamics**

**HS-LS2-7** Design, evaluate, and refine a solution for reducing the impacts of human activities on the environment and biodiversity [Clarification Statement: Examples of human activities can include urbanization, building dams, and dissemination of invasive species]

**HS-ETS1-2** Design a solution to a complex real-world problem by breaking it down into smaller, more manageable problems that can be solved through engineering

**HS-ETS1-3** Evaluate a solution to a complex real-world problem based on prioritized criteria and trade-offs that account for a range of constraints, including cost, safety, reliability, and aesthetics as well as possible social, cultural, and environmental impacts.

**STAFF**

The staff will be comprised of science, art, and technology education teachers.

The outcomes for summer enrichment include:

- Create two additional raised garden beds that will hold native plant species. Students will discuss the difference between native and invasive species and the effect they have on ecosystems in the science class. The raised beds will be constructed in the wood shop by the students. We will incorporate environmentally friendly fertilizer from a local horse farm. To water the plants students will design an irrigation system using a soaker hose instead of a sprinkler system. When plants are sprayed with a sprinkler, water is wasted. If residual water is left on plant leaves, plants are at risk of disease. A soaker hose is made of a porous material that is laid throughout the garden. When the water is turned on it slowly seeps from the hose around the base of the plants. The advantage is two-fold. It will show students how to be environmentally conscious by conserving water and protects the plants from mold and disease.
- To attract wildlife, we will design bird houses and bat boxes in the wood shop and art class, as well as, environmentally friendly sculptures. This will provide protection from predators and shelter from bad weather. When designing their creations, students will be required to research which types of structures attract each type of bird, bat, insects, etc... They will also have the opportunity to decorate their products. In addition to this, students will be provided with a variety of raw materials to design and create different types of animal feeders.
- Seating will be incorporated in this natural environment for students, faculty, and staff to peacefully relax, reflect, and create. Students will have the opportunity to design and create benches, tables, and individual seats using natural materials.
- The focal point of the garden will be a labyrinth. Students will use rock to create a pattern in the grass courtyard. They are a multidisciplinary tool that has been scientifically proven to aid in meditation and finding peace. Once created, the labyrinth will provide a multitude of benefits for our students. According to the *Flowering City Forum* study, walking the labyrinth "encourages right hemisphere activities in the brain (nonverbal, intuitive). This calm focused attention stays with children and helps them concentrate."

The long term goals and additional uses for the tranquility garden include:

- Super senior Privilege
- Staff/department meeting location
- PBIS awards ceremonies
- Special events
- STEAM lessons
- Collaboration with other departments
- Community outreach
- After school club/program meeting location

Through creating the tranquility garden, we are incorporating current environmental issues, design challenges, and spiritual/mental health. Students can apply the real world, 21<sup>st</sup> century practices to their everyday lives. This interdisciplinary summer opportunity will enhance their high school experience and aid them in their future endeavors.

**CONNECTICUT STATE DEPARTMENT OF EDUCATION  
Career and Technical Education (CTE)**

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**Carl D. Perkins ED 114 and Budget Narrative  
Secondary Education  
2017-18**

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Carl D. Perkins Career and Technical Education  
Improvement Act of 2006  
Public Law 109-270



**Due: June 30, 2017**

**Connecticut State Department of Education  
Academic Office  
450 Columbus Boulevard, Suite 603  
Hartford, CT 06103-1841**





# *WATERBURY PUBLIC SCHOOLS*

*LOUISE ALLEN BROWN, J.D., M.P.A., GRANT WRITER*

June 2, 2017

Honorable Board of Education  
City of Waterbury  
236 Grand Street  
Waterbury, CT 06702

RE: 2017-18 Carl D. Perkins Grant (CSDE)

Dear President Brown and Board of Education Commissioners:

Attached for your review and approval is the 2017-18 Carl D. Perkins Grant Application. I prepared the proposal with input from the Career and Technical Education teachers, from John Reed, Perkins Grant Administrator, and from Steven Strand, Director of Teaching and Learning.

The amount of the grant request is \$417,907—the same as this year's final Perkins allocation per the CSDE application instructions. No matching funds are required. The application consists of two parts: 1) a detailed Budget Narrative which describes the use of Perkins funds, and 2) a Continuous Improvement Plan which includes a large volume of required data, as well as information about the current year's CTE program and plans for the year ahead.

Historically, your honorable board has reviewed and approved the Perkins application prior to submission to the State Department of Education. The application deadline is June 30, 2017. I respectfully request your approval of the 2017-18 Perkins grant application. Thank you for your consideration.

Very truly yours,

A handwritten signature in cursive script that reads "Louise Allen Brown".

Louise Allen Brown  
Grant Writer

cc: Dr. Kathleen M. Ouellette  
Darren Schwartz  
Doreen Biolo  
Steven Strand  
John Reed

**CONNECTICUT STATE DEPARTMENT OF EDUCATION  
Academic Office**



**CARL D. PERKINS GRANT APPLICATION SECONDARY BASIC GRANT**

**GRANT PERIOD**

July 1, 2017 to June 30, 2018

**GRANT COVER PAGE**

**To Be Completed and Submitted with the Grant Application**

<p><b><u>Applicant</u></b> <i>(Fiscal Agent)</i> <i>(Name, Address, Telephone, Fax, E-Mail)</i></p> <p>Waterbury Public Schools 236 Grand Street Waterbury, CT 06702 Telephone: (203) 574-8004 Fax: (203) 574-8010 Email: lbrown@waterbury.k12.ct.us</p>	<p><b><u>Program Funding Dates</u></b> From July 1, 2017 to June 30, 2018</p> <p><b><u>Preliminary Funding Amount:</u></b> \$ _____</p> <p><b>Check Program Areas Funding Under this Grant Proposal:</b></p> <p><input type="checkbox"/> Agricultural Education</p> <p><input checked="" type="checkbox"/> Business and Finance Technology</p> <p><input checked="" type="checkbox"/> Cooperative Work Education</p> <p><input checked="" type="checkbox"/> Family and Consumer Sciences</p> <p><input checked="" type="checkbox"/> Marketing Education</p> <p><input checked="" type="checkbox"/> Medical Careers</p> <p><input checked="" type="checkbox"/> Technology Education</p>
<p><b><u>Contact Person</u></b> <i>(Name, Address, Telephone, Fax, E-Mail)</i></p> <p><b><u>Louise Allen Brown, Grant Writer</u></b> <b><u>Waterbury Public Schools</u></b> <b><u>236 Grand Street, Room 120</u></b> <b><u>Waterbury, CT 06702</u></b> <b><u>Telephone: (203) 346-3506</u></b> <b><u>Fax: (203) 597-3436</u></b> <b><u>Email: lbrown@waterbury.k12.ct.us</u></b></p>	<p><b><u>Check if Consortium Application</u></b> <input type="checkbox"/></p> <p><b>List Participating Districts:</b></p>

**FOR DISTRICTS: Indicate if your district has a College Career Pathways (CCP) program with a CT community college:**

**Yes, which community college?** Naugatuck Valley Community College

**No, our district does not participate in CCP.**

I, Dr. Kathleen M. Ouellette, the undersigned authorized district chief administrative official, submit this proposal on behalf of the applicant agency, attest to the appropriateness and accuracy of the information contained herein, and certify that this proposal, if funded, will comply with all relevant requirements of the state and federal laws and regulations.

In addition, funds obtained through this source will be used solely to support the purpose, goals and objectives as stated herein.

**Signature of  
Authorized Chief  
Administrative Official**

Name (typed): Dr. Kathleen M. Ouellette \_\_\_\_\_ Date \_\_\_\_\_

Agency: Waterbury Public Schools \_\_\_\_\_

**Carl D. Perkins Grant  
Secondary  
ED 114 and Budget Narrative**

Each district must complete the ED 114 utilizing the 2016-17 Perkins grant allocation, which will serve as the preliminary grant allocation until the 2017-18 allocations become final. The state will make adjustments to the 2017-18 budgets to reflect the final allocations.

Local plans will be evaluated based upon core indicator performance levels. Plans must target funds to:

- address specific strategies for improvement based on the overall, systemic goals for improvement and growth of the CTE Program; and
- assure that the program is such size, scope and quality to improve the quality of career and technical education.

If the local recipient fails to meet at least 90 percent of an agreed upon performance level for any of the indicators of performance, it will have to develop and implement a specific improvement plan for each area which indicates steps to be taken.

The State may, after an opportunity for a hearing, withhold all or part of a local recipient's funding if the local meets any one of the three criteria below:

- fails to implement the required improvement plan;
- makes no improvement within one year of implementing the improvement plan; or
- fails to meet at least 90 percent of a performance for the same performance indicator three years in a row.

The ED 114 should be entered and certified on the Connecticut State Department of Education (CSDE) Prepayment Grant System.

Each district, including each member of a consortium must submit the CIP, ED 114 and budget narrative, ***irrespective of means of transmittal or postmark date, by 4:30 p.m. on Friday, June 30, 2017.***

Proposals submitted become the property of the CSDE and a part of the public domain. **One original with original signatures, and one copy of all sections of the grant including the ED 114 and budget narrative, must be mailed to Suzanne Alicea at the address below.**

**Mailing Address**

Suzanne Alicea  
Connecticut State Department of Education  
Academic Office, Suite 603  
P.O. Box 2219  
Hartford, CT 06145-2219

## BUDGET NARRATIVE INSTRUCTIONS

In preparing the budget narrative, provide a complete description of the expenditure for each of the codes being used. Refer to the Perkins Budget Buddy 2016-17 when completing the budget narrative.

- Program improvement line items in the budget narrative must stipulate the CTE program area and the course(s) being funded.
- Each line item in the budget narrative must give a detailed description of the item(s) that will be purchased, including quantity and unit cost. The personnel costs should be shown by the number of positions, time involved and hourly rate.
- Only institutions that have submitted indirect cost proposals for 2016-17 may apply for indirect costs.
- Compute all expenditures to the **nearest dollar** by line item. **Do not include cents.**

Administrative costs include all non-instructional stipends, salaries and benefits, and all clerical support. Staff travel is considered an administrative cost if the travel is solely related to grant administration. The total combined cost for all duties and expenses that are administrative, including indirect costs, may not exceed 5%.

### KEY CHANGES TO THE CARL D. PERKINS GRANT APPLICATION FOR 2017-18

As defined by the Carl D. Perkins Act, funds must be expended only for career and technical education programs, services and activities. All aspects of use of Perkins funds must be supported by data and the district/college must have the capacity to measure improvement resulting from the use of Perkins funds. For the 2017-18 Perkins Grant, the CSDE is requiring the following:

- A portion of Perkins funds must be used to improve performance levels in any core indicator area that a CTE program has failed to meet minimum levels for the prior academic year. For example, if the district has low performance in technical skill attainment in marketing education programs, they must use the funds to improve marketing education and funds could be allocated to align the marketing curriculum to the 2015 CTE Performance Standards and Competencies;
- Secondary schools with College Career Pathways (CCP) programs must allocate a minimum of 5% to carry out the CCP Program, preferably towards professional development for high school faculty with the affiliated community college faculty;
- Programs must have a **CTE two-course** sequence, with the exception of a course that leads to a certification, in order to fund any expenditures in a career cluster, pathway or program area. Academic courses do not count as part of the two-course sequence. Single course “programs” cannot receive funding, with exception noted above. However, expenses for developing the second course may be funded for curriculum development and faculty collaboration over the course of 2017-18 but cannot include funding equipment, supplies or other related expenditures. The second course must be in place for students in the 2018-19 school year;
- CTE Advisory Boards must be active, meet at least twice a year and include business and industry partners. Evidence of advisory board activity should be provided in the 2017-18 Continuous Improvement Plan (i.e., list of members, meeting agendas, actions taken on meetings, committee involvement in program improvements and funding);
- Priority should be given to programs that lead to an industry-recognized credential, certificate or associate degree for high-skill, high-need, high-wage careers; and
- Stand-alone expenditures unrelated to the CIP and measurable improvement will not be funded.

ED 114 FISCAL YEAR 2018

BUDGET FORM

FUNDING STATUS:

GRANTEE NAME: Waterbury Public Schools		VENDOR CODE:
GRANT TITLE: CARL D. PERKINS CAREER AND TECHNICAL EDUCATIONAL IMPROVEMENT ACT OF 2006		
PROJECT TITLE: SECONDARY BASIC GRANT		
CORE-CT CLASSIFICATION: FUND: 12060	SPID: 20742	PROGRAM: 84010
BUDGET REFERENCE: 2018		CHARTFIELD1: 170002 CHARTFIELD2:
GRANT PERIOD: 7/1/2017 - 6/30/2018		AUTHORIZED AMOUNT: \$
AUTHORIZED AMOUNT by SOURCE:		
LOCAL BALANCE: \$		CARRY-OVER DUE:\$
CURRENT DUE: \$		
CODES	DESCRIPTIONS	BUDGET
111A	NON-INSTRUCTIONAL	2,380
111B	INSTRUCTIONAL	22,239
200	PERSONAL SERVICES-EMPLOYEE BENEFITS	3,147
322	IN SERVICE	
330	EMPLOYEE TRAINING AND DEVELOPMENT SERVICES	4,550
510	STUDENT TRANSPORTATION SERVICES	28,285
580	TRAVEL	3,744
600	SUPPLIES	79,387
700	PROPERTY	274,175
917	INDIRECT COSTS	
	TOTAL	\$417,907
<p>_____ ORIGINAL REQUEST DATE</p> <p>_____ STATE DEPARTMENT OF EDUCATION PROGRAM MANAGER AUTHORIZATION</p> <p>_____ DATE OF APPROVAL</p>		

## ED 114 Budget Form Object Code Descriptions and Budget Narrative

Code	Object				Amount of Code Line
<b>111A</b>	<b>Non-Instructional</b>				2,380
<p>Amounts paid to administrative employees of the grantee not involved in providing direct services to pupils/clients. Include all gross salary payments for these individuals while they are on the grantee payroll including overtime salaries or salaries paid to employees of a temporary nature.</p> <p>No more than 5% of the total grant may be used for administrative purposes including indirect costs (917). Line item 111A is considered an administrative cost, and administrative expenses in other budget code lines such as 200, 322, and 580 must be calculated into the 5% administrative cap.</p>					
	Name of Position	Description of Duties	Hourly Rate x Total Hours	What is the Measurable Improvement to be gained from this?	Total
	Clerical	Extra duty salary for performing clerical/secretarial services.	\$16.76/hr x 142 = \$2379.92	Clerical support for grant implementation to benefit CTE students in all CTE areas.	2,380

Code	Object				Amount of Code Line
<b>111B</b>	<b>Instructional</b>				22,239
<p>Salaries for employees providing direct instruction/counseling to pupils/clients. This category is used for both counselors and teachers. Include all salaries for these individuals <u>while they are on the grantee payroll</u> including overtime salaries or salaries of temporary employees. Substitute teachers or teachers hired on a temporary basis to perform work in positions of either a temporary or permanent nature are also reported here. Individuals whose services are acquired through a contract are <u>not included</u> in the category. A person for whom the grantee is paying employee benefits and who is on the grantee payroll is included in this budget code; a person who is paid a fee (such as a private consultant) with no grantee obligation for benefits is not.</p>					
	Name of Position and Career Cluster/ CTE Program Area	Description of Duties	Compensation Formula	What is the Measurable Improvement to be gained from this?	Total
	Teachers/Business and Finance, Family and Consumer Sciences, Medical Careers,	Extra Duty Compensation for Professional Development/Curriculum Review, Revision, and Development	583 hours @ \$33/hr (WTA Contractual Extra Duty Rate)	Curriculum will be updated to include and align with State CTE Performance	19,239

	Technology Education: Jeane Bissonnette Kevin Buda Wanda Casey Paula Desangis Stacy DiCristina Nancy DiPaola Diane Forte Meg Frigon Paul Gwiazdoski David Jurewica Jeff Lucian Don Mancuso Anthony Mango Robert McGrath Kirk Palladino Linda Richard Jeremy Rubock Stephanie Simms Kevin Sudell Lisa Swanson Joanne Tichon Anita Watkins Janet Wilson			Competencies in order to improve CTE Teaching and Learning.	
	CTSO Advisors (Crosby-L. Swanson; Kennedy- J. Sasso; Waterbury Career Academy- L. Richard; Wilby- J. Tichon, A. Dagostino, K. O'Brien)	Advisor to student teacher organization. Organize and conduct activities. Encourage membership and participation in State Conferences.	Up to \$500/Adv @ \$33/hr	Curriculum will be updated to include and align with State CTE Performance Competencies in order to improve CTE Teaching and Learning.	3,000

Code	Object				Amount of Code Line
<b>200</b>	<b>Personal Services - Employee Benefits</b>				<b>3,147</b>
	Amounts paid by the grantee on behalf of the employees whose salaries are reported in objects 111A and 111B. These amounts are not included in the gross salary but are in addition to that amount. Such payments are fringe benefit payments and, while not paid directly to employees, these payments are nevertheless part of the cost of personnel services. Included are the employer's cost of group insurance, social security contribution, retirement contribution, tuition reimbursement, unemployment compensation and workmen's compensation insurance. Benefits may not exceed 25% of the total salary/stipend paid.				
	Name of Position	Career Cluster/ CTE Program Area	Type of Benefits	Compensation Formula	Total
	Clerical	Business and Finance, Family and Consumer Sciences, Medical Careers, Technology Educations	Fringe Benefits	\$2380 x 12.79% (Extra Duty Fringe Rate)	304

	Teachers	Business and Finance, Family and Consumer Sciences, Medical Careers, Technology Educations	Fringe Benefits	\$19,239 x 12.79% (Extra Duty Fringe Rate)	2,460
	CTSO Advisors	Advisor to student teacher organization. Organize and conduct activities. Encourage membership and participation in State Conferences.	Fringe Benefits	\$3000 x 12.79% (Extra Duty Fringe Rate)	383

Code	Object				Amount of Code Line
<b>322</b>	<b>In-service (Instructional Program Improvement Services)</b>				0
	Payments for services performed by persons qualified to assist teachers and supervisors to enhance the quality of the teaching process. This category includes curriculum consultants, in-service training specialists, etc., who are not on the grantee payroll. <b>List each contractor separately.</b>				
	<b>Individual/Organization Providing Service</b>	<b>Who will be Receiving Training? Include # of Staff</b>	<b>Title of Event Location Date</b>	<b>What is the Measurable Improvement to be gained from this?</b>	<b>Per Person x Cost=Total</b>

Code	Object				Amount of Code Line
<b>330</b>	<b>Employee Training and Development Services</b>				4,550
	Services supporting the professional and technical development of school district personnel, including instructional, administrative, and service employees. Included are course registration fees (that are not tuition reimbursement), charges from external vendors to conduct training courses (at either school district facilities or off-site), and other expenditures associated with training or professional development by third-party vendors.				
	<b>Individual/Organization Providing Service</b>	<b>Who will be Receiving Training? Include # of Staff</b>	<b>Title of Event Location Date</b>	<b>What is the Measurable Improvement to be gained from this?</b>	<b>Per Person x Cost=Total</b>
CHS	CT State Department of Education	6 Business Teachers: Crosby- W. Casey, L. Swanson; Kennedy- J. Sasso, J. Lucien; Wilby- J. Iannicelli, A.	CBEA Conference Hartford, CT October 2017	Updated information on all Business CTE programs to be brought back to the students to better prepare them for the	6 x 100 = 600



		Dagostino		state test.	
CHS	CT State Department of Education	8 Business Teachers: Crosby- W. Casey, L. Swanson; Kennedy- J. Sasso, J. Lucien; Waterbury Career Academy- M. Cook, L. Richards; Wilby- J. Iannicelli, A. Dagostino	Career and Technical Education Conference Rocky Hill, CT November 2017	CTE Standards Update and CTE Evidence Guides. Any new legislation is shared with CTE teachers to improve CTE teaching and learning.	8 x 100 = 800
CHS	CT State Department of Education	6 Business Teachers: Crosby- W. Casey, L. Swanson; Kennedy- J. Sasso, J. Lucien; Wilby- J. Iannicelli, A. Dagostino	Teaching Financial Literacy Conference Southbury, CT April 2018	Workshops provided to teachers who teach Personal Finance and new materials/ programs are shared for CTE teachers to improve CTE teaching and learning.	6 x 100 = 600
WCA	American Association of Family and Consumer Sciences	1 WCA Teacher: Robbin Pierz	AAFCS National Conference Atlanta, GA June 2018	Leadership collaboration, mentoring, new standards review. Information used to improve CTE teaching and learning	1 x 500 = 500
WCA	Area Cooperative Educational Services (ACES)	1 WCA Information Technology Teacher: Kay Ann Hewell-Walker	Certified Education Technology Leader (CETL) Connecticut Workshops Hamden, CT Date: 2018 TBD	CETL is based on the Framework of Essential Skills of the K-12 CTO. It supports teachers' current knowledge in the skills identified in the Framework and will introduce many new ideas, resources, and thought processes that	1 x 500 = 500

				will help support our school district. It provides knowledge and skills needed to define the vision for and successfully build 21 <sup>st</sup> century learning environments.	
WCA	Cisco Academy Support Center	1 WCA Information Technology Teacher: Kay Ann Hewell-Walker	CCNA Routing and Switching- Introduction to Networks July 18-July 22, 2017 Schenectady, New York	The CCNA Routing and Switching is a certification program for entry-level network engineers that helps maximize your investment in foundational networking knowledge. The CCNA Routing and Switching validates the ability to install, configure, operate, and troubleshoot medium-size routed and switched networks. Such information will be used to improve CTE teaching and learning.	1 x 1,000 = 1,000
WCA	Capitol Region Education Council	5 Medical Careers CTE Teachers: Crosby- W. Casey; Kennedy- C. Fann-Pierce, L. Miceli; Waterbury Career Academy- L. Richard; Wilby- V. Boucher	2017 CREC-CTE Annual State Meeting Date: TBD Location: TBD	Activities will be assessed as information gained from trips will be incorporated into curriculum and test preparation for	Registration Fees est. at \$110/each. 5 x 110 = 550

				Medical Careers exam. Anticipated increase in test score from 70% to 75%.	
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Code	Object				Amount of Code Line
<b>510</b>	<b>Student Transportation Services</b>				28,285
Expenditures for transporting pupils to and from school and other activities. Included are such items as bus rentals for field trips and payments to drivers for transporting handicapped children.					
	Faculty supervisor(s) of student travel	Courses utilizing student transportation Estimated # of students	Title of Event Date Location	What is the Measurable Improvement to be gained from this activity?	Transportation Company Cost/per unit =Total
CHS	Lisa Swanson	Marketing 30 Students	DECA Fall Leadership Conference Date: TBD Location: TBD	DECA is one of ten organizations listed as Career and Technical Student Organizations by the United States Department of Education. The Marketing Career Cluster Performance Indicators are addressed at the DECA Conference and will help teachers to prepare students for the CTE Performance Test.	Durham 1 Bus x 500 = 500
CHS	Diane Forte	Business Management I 30 Students	FBLA Fall Leadership Conference Date: TBD Location: TBD	CTE Students will become familiar with the state organization, learn leadership skills by attending various workshops, and understand how their classroom objectives apply to this club.	Durham 1 Bus x 500 = 500
KHS	Jeanne Sasso	Accounting 15 Students	CPA AIM Career Conference Post 10/2017 Waterbury CT	Improvement will be measured based on the Perkins Exam in conjunction with student achievement. Distributive Education Clubs of America (DECA)	Durham 1 Bus x 325 = 325

				offers measured growth in the form of college visits, career exposure, and conferences that result in career planning and development of practical planning for future world application. These skills are transitioned into the classroom through numerous leadership opportunities and our Accounting, Business, and Marketing in which students assist in field trip planning and execution for various places and venues.	
KHS	Jeanne Sasso	Marketing/DECA 25 Students	Leadership Conference 10/2017 Southington, CT	In addition to measuring student growth by numerical evidence with the Perkins exam, students are exposed to real-world career situations that evolve into genuine opportunities for their future. Distributive Education Clubs of America (DECA) offers measured growth in the form of college visits, career exposure, and conferences that result in career planning and development of practical planning for future world application. These skills are transitioned into the classroom through numerous leadership opportunities and our Accounting, Business, and Marketing in which students assist in field trip planning and	Durham 1 Bus x 325 = 325

				execution for various places and venues.	
KHS	Jeanne Sasso	Marketing/DECA 40 Students	Sports Seminar and College Fair 11/2017 Bridgeport, CT	Improvement will be measured based on the Perkins Exam in conjunction with student achievement. In addition to measuring student growth by numerical evidence with the Perkins exam, students are exposed to real-world career situations that evolve into genuine opportunities for their future. Distributive Education Clubs of America (DECA) offers measured growth in the form of college visits, career exposure, and conferences that result in career planning and development of practical planning for future world application. These skills are transitioned into the classroom through numerous leadership opportunities and our Accounting, Business, and Marketing in which students assist in field trip planning and execution for various places and venues.	Durham 1 Bus x 325 = 325
KHS	Jeanne Sasso	Marketing/DECA 15 Students	State Careers and Development Conference Southington, CT	Improvement will be measured based on the Perkins Exam in conjunction with student achievement. In addition to measuring student growth by numerical evidence with the Perkins exam, students are exposed to real-world career situations that evolve	Durham 1 Bus x 325 = 325

				<p>into genuine opportunities for their future. Distributive Education Clubs of America (DECA) offers measured growth in the form of college visits, career exposure, and conferences that result in career planning and development of practical planning for future world application. These skills are transitioned into the classroom through numerous leadership opportunities and our Accounting, Business, and Marketing in which students assist in field trip planning and execution for various places and venues.</p>	
KHS	Jeanne Sasso	Marketing/DECA 50 Students	Business and Marketing Day Date: TBD Six Flags Jackson, NJ	<p>Improvement will be measured based on the Perkins Exam in conjunction with student achievement. In addition to measuring student growth by numerical evidence with the Perkins exam, students are exposed to real-world career situations that evolve into genuine opportunities for their future. Distributive Education Clubs of America (DECA) offers measured growth in the form of college visits, career exposure, and conferences that result in career planning and development of practical planning for future world application. These</p>	<p>Peter Pan Bus Co. 1 Bus x 2,200 = 2,200</p>

				skills are transitioned into the classroom through numerous leadership opportunities and our Accounting, Business, and Marketing in which students assist in field trip planning and execution for various places and venues.	
WCA	Robbin Pierz	Child Development I	St. Mary's Hospital Visit Fall 2017 Waterbury, CT	Visiting this location will provide students with the opportunity to learn about childbirth/ delivery options and careers, and will support instruction in related CTE standards.	Durham 1 Bus x 53.06 = 53
WCA	Robbin Pierz	Child Development I	Day Care Facility Visit Spring 2018 Waterbury, CT	Visiting this location will provide students with the opportunity to learn about childbirth/ delivery options and careers, and will support instruction in related CTE standards.	Durham 1 Bus x 53.06 = 53
WCA	Robbin Pierz	Child Development I	Children's Science Museum Spring 2018 Location: TBD	Students will understand how to entertain children in a fun learning environment, experience children in settings outside of books, and align to CTE standards.	Durham 1 Bus x 265.30 = 265
WCA	Linda Richard	Medical Careers 3 classes, 15 CNA Students/class	Clinical Hours St. Mary's Hospital, Waterbury and Abbott Terrace Health Center Dates: TBD Waterbury, CT	Visiting these locations will fulfill the CT State requirement for CNA training program.	Durham 150 Visits x 110 = 16,500
WCA	Linda Richard	Medical Careers	Clinical Hours The Village at East Farms Alzheimer's Unit Dates: TBD Waterbury, CT	Visiting these locations will fulfill the CT State requirement for CNA training program.	Durham 3 Visits x 110 = 330
WCA	Linda Richard	Medical Careers	Career Exploration Gaylord Hospital Dates: TBD Wallingford, CT	Rehab Aide/Physical Therapy students will get a comprehensive understanding of	Durham 2 Visits x 110 = 220

				available career paths.	
WCA	Kenneth Sirois	Manufacturing Lathe/Mill CNC Automation/ Robotics	Industrial Site Tour/Visitation Platt Brothers and Company October 2017 Waterbury, CT	Appropriate professional work place behavior, attire, conversation, questioning, and networking. Explore and identify the current and future of Connecticut Manufacturing.	Durham 1 x 200 = 200
WCA	Kenneth Sirois	Manufacturing Lathe/Mill CNC Automation/ Robotics	Industrial Site Tour/Visitation H & T November 2017 Waterbury, CT	Appropriate professional work place behavior, attire, conversation, questioning, and networking. Explore and identify the current and future of Connecticut manufacturing.	Durham 1 x 200 = 200
WCA	Kenneth Sirois	Manufacturing Lathe/Mill CNC Automation/ Robotics	Industrial Site Tour/Visitation The Siemon Co. December 2017 Watertown, CT	Appropriate professional work place behavior, attire, conversation, questioning, and networking. Explore and identify the current and future of Connecticut manufacturing.	Durham 1 x 200 = 200
WCA	Kenneth Sirois	Manufacturing Lathe/Mill CNC Automation/ Robotics	Industrial Site Tour/Visitation Ametek Hayden-Kerk January 2018 Waterbury, CT	Appropriate professional work place behavior, attire, conversation, questioning, and networking. Explore and identify the current and future of Connecticut manufacturing.	Durham 1 x 200 = 200
WCA	Kenneth Sirois	Manufacturing Lathe/Mill CNC Automation/ Robotics	Industrial Site Tour/Visitation Cly-Del Manufacturing February 2018 Waterbury, CT	Appropriate professional work place behavior, attire, conversation, questioning, and networking. Explore and identify the current and future of Connecticut manufacturing.	Durham 1 x 200 = 200
WCA	Kenneth Sirois	Manufacturing Lathe/Mill CNC Automation/ Robotics	Industrial Tour/Visitation Curtis Products March 2018	Appropriate professional work place behavior, attire, conversation,	Durham 1 x 200 = 200



			Waterbury, CT	questioning, and networking. Explore and identify the current and future of Connecticut manufacturing	
WCA	Kenneth Sirois	Manufacturing Lathe/Mill CNC Automation/ Robotics	Industrial Tour/Visitation Click-Bond, Inc. April 2018 Waterbury, CT	Appropriate professional work place behavior, attire, conversation, questioning, and networking. Explore and identify the current and future of Connecticut manufacturing	Durham 1 x 200 = 200
WCA	Kenneth Sirois	Manufacturing Lathe/Mill CNC Automation/ Robotics	Industrial Tour/Visitation Associated Spring May 2018 Bristol, CT	Appropriate professional work place behavior, attire, conversation, questioning, and networking. Explore and identify the current and future of Connecticut manufacturing.	Durham 1 x 200 = 200
WHS	Joyce Williams, RN	Allied Health I 8 Students	Elder Care Unit Cheshire House Nursing and Rehabilitation Spring 2017 Waterbury, CT	Measureable outcome for this transportation request is required completion of hours in a clinical setting for certification.	24 Visits x 79.59 = 1910
WHS	Joanne Tichon	Child Development 20 Students	Day Care School Visit May 2018 Country Garden Preschool, Waterbury, CT	Child Development students will get a comprehensive understanding of child growth and development. They will understand the needs, abilities, and interest of children at particular ages. This understanding will help them prepare inviting and developmentally appropriate environments for young children It will help them design educational experiences that promote children's growth in knowledge and skills. Visiting	Durham 6 Visits x 53.06 = 318

				different school environments will also help them gain knowledge as they are advanced into the working with children class next year.	
WHS	Joanne Tichon	Child Development 20 Students	Young Consumer 5/2018, Shop Rite, Waterbury, CT	<p>Shop Rite conducts a Young Consumer Program with elementary schools in Waterbury. The elementary school's culminating activity is to shop at the grocery store with a fictitious budget and to complete activities about math and nutrition concepts.</p> <p>High school students facilitate the culminating activity for the Young Consumer Program at Shop Rite. High school students run the educational stations set up around the store. They interact with elementary school students to assist them with math and nutritional knowledge presented in the program. High school students guide the elementary students to successful completion of the activity at their stations such as solving a fraction word problem or reading a nutritional label to determine the fat content of a food. Students will demonstrate their knowledge of positive interactions with elementary students.</p>	Durham 6 Trips x 53.06 = 318
WHS	Anita Watkins	Fashion Design,	New York Fashion	Students will	Unlimited

		Advanced Clothing 24 Students	Institute of Technology May 2018 New York City, NY	enhance their knowledge of careers and their pathways in the fashion industry. Students will also visit the museum and be made aware of the progression of fashion history and textile fibers. Both activities will facilitate a better understanding of these particular elements in classroom instruction and the Career and Technical Education Statewide Assessment. The 2015 CTE Performance Standards and Competencies stipulate that students be instructed and assessed in these areas.	1 x 1,900 = 1,900
	Anita Watkins	Advanced Clothing	Charity Donation Carolyn's Place December 2017 Waterbury, CT	Apparel and Textile Design: Demonstrate apparel and textile design skills. Describe the ways in which the texture and design of a fabric can affect visual appearance. Apply basic and complex color schemes and color theory to develop and enhance visual effects. Students construct baby quilts and donate to Carolyn's Place, a local non-profit community-based agency that serves young mothers and mothers-to-be. Students use foundational knowledge on the theory of the color wheel to sew the	Durham 6 Trips x 53.06 = 318

				quilts. In constructing the quilt, students demonstrate enhanced knowledge of textile design skills.	
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Code	Object				Amount of Code Line
<b>580</b>	<b>Travel</b>				<b>3,744</b>
	Expenditures for transportation, hotel and other expenses associated with staff travel.				
	<ul style="list-style-type: none"> <li>• Travel must be for instructional purposes; otherwise it is an administrative cost subject to the 5% cap.</li> <li>• Travel for CTSO advisors to National CTSO Conferences cannot utilize Perkins funds.</li> <li>• Perkins cannot pay for parking, rental cars, boat slips or docking fees.</li> <li>• Meals are not fundable expenses.</li> </ul>				
	School district/ college position (CTE teacher, CCP coordinator, etc.)	Courses to be improved by attendance	Title of Event Date Location	What is the Measurable Improvement to be gained from this?	Cost per unit- (list hotel, transportation, shuttles, etc. ) x pp =Total
WCA	6 Business Teachers: Crosby- W. Casey, L. Swanson; Kennedy- J. Sasso, J. Lucien; Wilby- J. Iannicelli, A. Dagostino	Business Management	CBEA Conference Hartford, CT October 2017	Updated Information on all Business CTE programs to be brought back to the students to better prepare them for the state test.	Mileage Reimbursement 6 Teachers x approx. 60 miles x \$.535/mile = 193
CHS	8 Business Teachers: Crosby- W. Casey, L. Swanson; Kennedy- J. Sasso, J. Lucien; Waterbury Career Academy- M. Cook, L. Richards; Wilby- J. Iannicelli, A. Dagostino	Business Management	Career and Technical Education Conference Rocky Hill, CT November 2017	CTE Standards Update and CTE Evidence Guides. Any new legislation is shared with CTE teachers to improve CTE teaching and learning.	Mileage Reimbursement 8 Teachers x approx. 54 miles x \$.535/mile = 231
CHS	6 Business Teachers: Crosby- W. Casey, L. Swanson; Kennedy- J. Sasso, J. Lucien; Wilby- J.	Business Management	Teaching Financial Literacy Conference Southbury, CT April 2018	Workshops provided to teachers who teach Personal Finance and new materials/programs are shared for CTE teachers	Mileage Reimbursement 6 Teachers x approx. 24 miles x \$.535/mile = 77

	Iannicelli, A. Dagostino				
WCA	1 Health Services Teacher: Robbin Pierz	Allied Health	AAFCS National Conference Atlanta, GA June 24-27, 2018	Leadership, collaboration, mentoring, new standards review.	Transportation and Hotel estimated for 1 Teacher @ \$800 (flight), \$800 (hotel- 4 nights x \$200/night)= 1600
WCA	1 WCA Information Technology Teacher: Kay Ann Hewell-Walker	Information Technology	Certified Education Technology Leader (CETL) Connecticut Workshops Hamden, CT Date: TBD 2018	CETL is based on the Framework of Essential Skills of the K-12 CTO. It supports teachers' current knowledge in the skills identified in the Framework and will introduce many new ideas, resources, and thought processes that will help support our school districts. It provides knowledge and skills needed to define the vision for and successfully build 21 <sup>st</sup> century learning environments.	Mileage Reimbursement 1 Teacher x approx. 50 miles x \$.535/mile = 27
WCA	1 WCA Information Technology Teacher: Kay Ann Hewell-Walker	Information Technology	CCNA Routing and Switching- Introduction to Networks July 18-22, 2017 Schenectady, New York	The CCNA Routing and Switching is a certification program for entry-level network engineers that helps maximize your investment in foundational networking knowledge. The CCNA Routing and Switching validates the ability to install, configure, operate, and troubleshoot medium-size routed and switched networks.	Transportation and Hotel for 1 Teacher @ \$1000 (hotel- 5 nights x \$200/night), and Mileage Reimbursement @ \$.535/mile x approx. 250 miles (round trip)= 1134
WCA	5 CTE Teachers: Crosby- W. Casey; Kennedy- C.	All Medical Careers Courses	2017 CREC-CTE Annual State Meeting Date: TBD Location: TBD	Activities will be assessed as information gained from trips will be incorporated into	Mileage Reimbursement 5 Teachers x est. 180 miles (round trip) x

	Fann-Pierce, L. Miceli; Waterbury Career Academy- L. Richard; Wilby-V. Boucher			curriculum and test preparation for Medical Careers exam. Anticipated increase in test score from 70% to 75%.	\$ .535/mile = 482
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Code	Object				Amount of Code Line
<b>600</b>	<b>Supplies</b>				<b>79,387</b>
	Expenditures for non-consumable items purchased for instructional use. List each item separately				
	Career Pathway/ CTE Program Area	Name of Course supplies are requested for	List each supply Item, description of supply and vendor	What is the Measurable Improvement to be gained from this?	Quantity x Cost per Unit = Total
CHS	Restaurants/ Food Marketing & Management/Family and Consumer Sciences	Foods I	Item #WA23228H Recipe for Writing Nasco (including shipping)	Item is used in the course of Curriculum Instruction. This item helps the students understand menu planning principles and the process of developing, adjusting, and modifying recipes and menus.	1 x 54.95 = 55
CHS	Restaurants/ Food Marketing & Management/Family and Consumer Sciences	Foods I	Item #WA25307H Recipe for Reading Nasco	Item is used in the course of Curriculum Instruction. This item helps the students understand menu planning principles and the process of developing, adjusting, and modifying recipes and menus.	1 x 46.95 = 47
CHS	Restaurants/Food Marketing & Management/Family and Consumer Sciences	Foods I	Item #WA22682H Cooking up a Cool Career Nasco	Item is used in the course of Curriculum Instruction. This item will help students to understand the	1 x 39.95 = 40

				career paths within the food production and food services industries.	
CHS	Restaurants/Food Marketing & Management/Family and Consumer Sciences	Foods I	Item #WA26941H Career Quizzes Nasco	Item is used in the course of Curriculum Instruction. This item will help students to understand the career paths within the food production and food services industries.	1 x 16.95 = 17
CHS	Restaurants/Food Marketing & Management/Family and Consumer Sciences	Foods I	Item #WA31954H White Table Linens Nasco	Item is used in the course of Curriculum Instruction. This item helps students understand the customer service skills necessary to meet industry standards in the food service industry.	2 x 19.05 = 38
CHS	Restaurants/Food Marketing & Management/Family and Consumer Sciences	Foods I	Item #WA31960H Napkins Nasco	Item is used in the course of Curriculum Instruction. This item helps students understand the customer service skills necessary to meet industry standards in the food service industry.	12 x 1.75 = 21
CHS	Restaurants/Food Marketing & Management/Family and Consumer Sciences	Foods I	Item #WA29673H My Plate Education Kit Nasco (including shipping)	Item is used in the course of Curriculum Instruction. This item helps the students understand the topics being covered, including utilizing USDA dietary guidelines to prepare healthy meals.	1 x 302.25 = 302
CHS	Restaurants/Food Marketing & Management/Family and Consumer	Foods I	Item #WA32304H Health-Opoly Nasco	Item is used in the course of Curriculum Instruction. This	1 x 13.95 = 14

	Sciences			item helps the students understand the topics being covered, including acquiring, handling, and using foods to meet nutrition and wellness needs of individuals and families, and selecting foods to promote a healthy lifestyle.	
CHS	Restaurants/Food Marketing & Management/Family and Consumer Sciences	Foods I	Item #WA249874H Portion Size Bingo Nasco	Item is used in the course of Curriculum Instruction. This item helps the students understand the topics being covered, including portion control, proper scaling, and measurement techniques.	1 x 39.95 = 40
CHS	Restaurants/Food Marketing & Management/Family and Consumer Sciences	Foods I	#TB16922(X)H Bingo Chips Nasco	For use with Portion Size Bingo, item is used in the course of Curriculum Instruction. This item helps the students understand the topics being covered.	2 x 4.55 = 10
CHS	Restaurants/Food Marketing & Management/Family and Consumer Sciences	Foods I	Item #WA00580H Utility Boards Nasco	Equipment is needed to teach students according to the food preparation standards which call for demonstration by the teacher and practice by students with foods. Equipment allows for better understanding of standards for superior student achievement in food dominated	5 x 20.65 = 103



				careers. Student achievement on the state and Perkins mandated CTE test will also be supported by the purchase and use of equipment.	
CHS	Restaurants/Food Marketing & Management/Family and Consumer Sciences	Foods I	Item #WA27115H Slotted Turner Nasco	Equipment is needed to teach students according to the food preparation standards which call for demonstration by the teacher and practice by students with foods. Equipment allows for better understanding of standards for superior student achievement in food dominated careers. Student achievement on the state and Perkins mandated CTE test will also be supported by the purchase and use of equipment.	6 x 4.35 = 26
CHS	Restaurants/Food Marketing & Management/Family and Consumer Sciences	Culinary Arts and Food Production	Induction Fry Pan, Warehouse Restaurant Supply	Fry pans and stock pots are necessary equipment to teach students the foods preparation standards which call for demonstration by the teacher and practice by the students. Food Production Equipment: Demonstrate selecting, using, and maintaining food production equipment. Describe and demonstrate techniques for operating tools and	4 x 34.49 = 138

				equipment following safety procedures.	
CHS	Restaurants/Food Marketing & Management/Family and Consumer Sciences	Culinary Arts and Food Production	Induction Stock Pot, Warehouse Restaurant Supply	Fry pans and stock pots are necessary equipment to teach students the foods preparation standards which call for demonstration by the teacher and practice by the students. Food Production Equipment: Demonstrate selecting, using, and maintaining food production equipment. Describe and demonstrate techniques for operating tools and equipment following safety procedures.	2 x 110.02 = 220
CHS	Restaurants/Food Marketing & Management/Family and Consumer Sciences	Culinary Arts and Food Production	Induction Stock Pot, Warehouse Restaurant Supply	Fry pans and stock pots are necessary equipment to teach students the foods preparation standards which call for demonstration by the teacher and practice by the students. Food Production Equipment: Demonstrate selecting, using, and maintaining food production equipment. Describe and demonstrate techniques for operating tools and equipment following safety procedures.	2 x 71.87 = 144
CHS	Restaurants/Food Marketing and Management/Family	Foods I	Item # WA24166H Nasco's Food Safety Toss Up	Item is used in the course of Curriculum	2 x 12 = 24

	and Consumer Sciences		Ball Nasco	Instruction. This item helps the students understand the topics being covered, including food safety and sanitation procedures.	
CHS	Restaurants/Food Marketing and Management/Family and Consumer Sciences	Advanced Foods	Item #WA28413H Chef's Torch with Fuel Level Indicator Nasco	Equipment is needed to teach students according to the food preparation standards which call for demonstration by the teacher and practice by students with foods. Equipment allows for better understanding of standards for superior student achievement in food dominated careers Student achievement on the state and Perkins mandated CTE test will also be supported by the purchase and use of equipment.	2 x 28.25 = 57
CHS	Restaurants/Food Marketing and Management/Family and Consumer Sciences	Foods I	Item #WA15447H NSF Certified Dish Size 30 Nasco	Equipment is needed to teach students according to the food preparation standards which call for demonstration by the teacher and practice by students with foods. Equipment allows for better understanding of standards for superior student achievement in food dominated careers. Student achievement on the state and Perkins	4 x 12.80 = 51

				mandated CTE test will also be supported by the purchase and use of equipment.	
CHS	Restaurants/Food Marketing and Management/Family and Consumer Sciences	Foods I	Item #C11021N A.I. Thermometer Nasco	Equipment is needed to teach students according to the food preparation standards which call for demonstration by the teacher and practice by students with foods. Equipment allows for better understanding of standards for superior student achievement in food dominated careers. Student achievement on the state and Perkins mandated CTE test will also be supported by the purchase and use of equipment.	8 x 13.50 = 108
CHS	Restaurants/Food Marketing and Management/Family and Consumer Sciences	Foods I	Item #WA32072H Mundial Commercial Knife Series 3 PC. Green Nasco (including shipping)	Equipment is needed to teach students according to the food preparation standards which call for demonstration by the teacher and practice by students with foods. Equipment allows for better understanding of standards for superior student achievement in food dominated careers. Student achievement on the state and Perkins mandated CTE test will also be supported by the purchase and use	8 x 49.20 = 394

				of equipment.	
CHS	Restaurants/Food Marketing and Management/Family and Consumer Sciences	Foods I	Item #WA28786H Good Grips Stainless Utensil Holder Nasco	Equipment is needed to teach students according to the food preparation standards which call for demonstration by the teacher and practice by students with foods. Equipment allows for better understanding of standards for superior student achievement in food dominated careers. Student achievement on the state and Perkins mandated CTE test will also be supported by the purchase and use of equipment.	4 x 20.05 = 80
CHS	Restaurants/Food Marketing and Management/Family and Consumer Sciences	Foods I	Item # WA32734H ½ oz. Squeeze Scoop Nasco	Equipment is needed to teach students according to the food preparation standards which call for demonstration by the teacher and practice by students with foods. Equipment allows for better understanding of standards for superior student achievement in food dominated careers. Student achievement on the state and Perkins mandated CTE test will also be supported by the purchase and use of equipment.	4 x 12.80 = 51
CHS	Restaurants/Food Marketing and Management/Family	Foods I	Item #CBF-1218W Winco Flex Cutting Mats 6 PK	Equipment is needed to teach students according	2 x 12.99 = 26

	and Consumer Sciences		Restaurant Supply.Com	to the food preparation standards which call for demonstration by the teacher and practice by students with foods. Equipment allows for better understanding of standards for superior student achievement in food dominated careers. Student achievement on the state and Perkins mandated CTE test will also be supported by the purchase and use of equipment.	
CHS	Restaurants/Food Marketing and Management/Family and Consumer Sciences	Foods I	Item #SCMDL2 Escali 2lb Digital Mechanical Scale Restaurant Supply.Com	Equipment is needed to teach students according to the food preparation standards which call for demonstration by the teacher and practice by students with foods. Equipment allows for better understanding of standards for superior student achievement in food dominated careers. Student achievement on the state and Perkins mandated CTE test will also be supported by the purchase and use of equipment.	4 x 37.99 = 152
CHS	Restaurants/Food Marketing and Management/Family and Consumer Sciences	Foods I	Item #MXB-400Q Winco 4qt Economy Mixing Bowl Restaurant Supply.Com	Equipment is needed to teach students according to the food preparation standards which call for	12 x 1.99 = 24

				demonstration by the teacher and practice by students with foods. Equipment allows for better understanding of standards for superior student achievement in food dominated careers. Student achievement on the state and Perkins mandated CTE test will also be supported by the purchase and use of equipment.	
CHS	Restaurants/Food Marketing and Management/Family and Consumer Sciences	Foods I	Item #SPF4 Winco 4" Full Size Hotel Pan Restaurant Supply.Com	Equipment is needed to teach students according to the food preparation standards which call for demonstration by the teacher and practice by students with foods. Equipment allows for better understanding of standards for superior student achievement in food dominated careers. Student achievement on the state and Perkins mandated CTE test will also be supported by the purchase and use of equipment.	4 x 11.99 = 48
CHS	Restaurants/Food Marketing and Management/Family and Consumer Sciences	Foods I	Item #SPCF Winco Full Size Hotel Pan Cover Restaurant Supply.Com	Equipment is needed to teach students according to the food preparation standards which call for demonstration by the teacher and practice by students with	4 x 9.99 = 40

				foods. Equipment allows for better understanding of standards for superior student achievement in food dominated careers. Student achievement on the state and Perkins mandated CTE test will also be supported by the purchase and use of equipment.	
CHS	Restaurants/Food Marketing and Management/Family and Consumer Sciences	Foods I	Item #IB-21 Winco 21 Gallon Plastic Ingredient Bin with Casters Restaurant Supply.Com (including shipping)	Equipment is needed to teach students according to the food preparation standards which call for demonstration by the teacher and practice by students with foods. Equipment allows for better understanding of standards for superior student achievement in food dominated careers. Student achievement on the state and Perkins mandated CTE test will also be supported by the purchase and use of equipment.	1 x 215.05 = 215
CHS	Restaurants/Food Marketing and Management/Family and Consumer Sciences	Foods I Lab	Item #94193 Kenmore 5.4 cu. Ft. Electric Range with Convection Oven Sears (including shipping)	Equipment is needed to teach students according to the food preparation standards which call for demonstration by this teacher and practice by students with foods. This item will replace an electric range in the lab.	1 x 674 = 674
CHS	Restaurants/Food	Foods I Lab	Item #76983	Equipment is	2 x 199 =



	Marketing and Management/Family and Consumer Sciences		Kenmore 1.6 cu. Ft. Microwave Sears	needed to teach students according to the food preparation standards which call for demonstration by the teacher and practice by students with foods.	398
CHS	Restaurants/Food Marketing and Management/Family and Consumer Sciences	Culinary Arts I and II	Item #U-12 Edlund Can Opener Warehouse Restaurant Supply Store	Equipment is needed to teach students according to the food preparation standards which call for demonstration by the teacher and practice by students with foods. Equipment allows for better understanding of standards for superior student achievement in food dominated careers. Student achievement on the state and Perkins mandated CTE test will also be supported by the purchase and use of equipment.	1 x 234 = 234
CHS	Restaurants/Food Marketing and Management/Family and Consumer Sciences	Culinary Arts I and II and ServSafe	Equipment Stand and Casters Restaurant Supply Warehouse	Equipment is needed to teach students according to the food preparation standards which call for demonstration by the teacher and practice by students with foods. Equipment allows for better understanding of standards for superior student achievement in food dominated careers. Student	1 x 429 = 429

				achievement on the state and Perkins mandated CTE test will also be supported by the purchase and use of equipment.	
CHS	Restaurants/Food Marketing and Management/Family and Consumer Sciences	Culinary Arts I and II and ServSafe	Equipment Stand and Casters Restaurant Warehouse Supply	Equipment is needed to teach students according to the food preparation standards which call for demonstration by the teacher and practice by students with foods. Equipment allows for better understanding of standards for superior student achievement in food dominated careers. Student achievement on the state and Perkins mandated CTE test will also be supported by the purchase and use of equipment.	1 x 349 = 349
CHS	Restaurants/Food Marketing and Management/Family and Consumer Sciences	Culinary Arts I and II and ServSafe	Equipment Stand and Casters Restaurant Warehouse Supply	Equipment is needed to teach students according to the food preparation standards which call for demonstration by the teacher and practice by students with foods. Equipment allows for better understanding of standards for superior student achievement in food dominated careers. Student achievement on the state and Perkins mandated CTE test will also be	1 x 727 = 727

				supported by the purchase and use of equipment.	
CHS	Transportation, Distribution, and Logistics Services/ Technology Education	Automotive Technology	Item #25-0004 Lincoln Easy Mig 140 Paxton/Patterson	Item is used in the course of Curriculum Instruction. This item provides practical hands-on learning for students in these classes, including the ability to demonstrate welding skills that are an industry standard in the automotive field.	1 x 670 = 670
CHS	Transportation, Distribution, and Logistics Services/ Technology Education	Automotive Technology	Item #24-0088 Lincoln Welding Jackets, Large, Paxton/Patterson	This will allow 100% of the students the ability to demonstrate the real world skills that are an industry standard in the automotive field.	3 x 39 = 117
CHS	Transportation, Distribution, and Logistics Services/ Technology Education	Automotive Technology	Item #24-0089 Lincoln Welding Jackets, X-Large, Paxton/Patterson	This will allow 100% of the students the ability to demonstrate the real world skills that are an industry standard in the automotive field, and will provide protection for the students.	3 x 39 = 117
CHS	Transportation, Distribution, and Logistics Services/ Technology Education	Automotive Technology	Item #24-2556 Steiner Premium Welders Glove Paxton/Patterson	This will allow 100% of the students the ability to demonstrate the real world skills that are an industry standard in the automotive field, and will provide protection for the students.	3 x 16.10 = 48
CHS	Transportation, Distribution, and Logistics Services/ Technology Education	Automotive Technology	Item #24-2064 Steiner Premium Welders Gloves Paxton/Patterson	This will allow 100% of the students the ability to demonstrate the real world skills that are an industry standard in the automotive field,	3 x 16.10 = 48

				and will provide protection for the students.	
CHS	Transportation, Distribution, and Logistics Services/ Technology Education	Automotive Technology	Item #43-0035 Rigid 14 Gallon Wet/Dry Vac Model 1400rv Paxton/Patterson	This will allow 100% of the students the ability to demonstrate the real world skills that are an industry standard in the automotive field.	1 x 215 = 215
CHS	Transportation, Distribution, and Logistics Services/ Technology Education	Automotive Technology	Item #43-0474 High Volume Adjustable Pedestal Fan, Non-Oscillating 30", Paxton/Patterson	This will allow 100% of the students the ability to demonstrate the real world skills that are an industry standard in the automotive field.	1 x 345 = 345
CHS	Transportation, Distribution, and Logistics Services/ Technology Education	Automotive Technology	Item #76-0452 Energy Audit Infrared Thermometer Item #76-0452	This will allow 100% of the students the ability to demonstrate the real world skills that are an industry standard in the automotive field.	1 x 46.75 = 47
CHS	Transportation, Distribution, and Logistics Services/ Technology Education	Automotive Technology	Item #22-2386 Ungar 1000 Watt Heat Gun Paxton/Patterson	This will allow 100% of the students the ability to demonstrate the real world skills that are an industry standard in the automotive field.	1 x 88.50 = 89
CHS	Engineering and Technology/ Technology Education	Engineering/ Electronics, Robotics	Item #2701MGKIT Magnet Wire Kit Electronix Express (including shipping)	This item is conducive to our Engineering class where the students are consistently designing and building. These tools will allow the students to engage in more advanced level activities that require higher level thinking. The students will also learn the safe and proper use of these tools and the importance of injury prevention in the work lab.	2 x 33.91 = 68
CHS	Engineering and	Engineering/	Item #060702	This item is	2 x 15.90 =

	Technology/ Technology Education	Electronics, Robotics	Solder Electronix Express	conducive to our Engineering class where the students are consistently designing and building. These tools will allow the students to engage in more advanced level activities that require higher level thinking. The students will also learn the safe and proper use of these tools and the importance of injury prevention in the work lab.	32
CHS	Engineering and Technology/ Technology Education	Engineering/ Electronics, Robotics	#3200SPB3 Solder Practice Board Item Electronix Express	This item is conducive to our Engineering class where the students are consistently designing and building. These tools will allow the students to engage in more advanced level activities that require higher level thinking. The students will also learn the safe and proper use of these tools and the importance of injury prevention in the work lab.	40 x 4.95 = 198
CHS	Engineering and Technology/ Technology Education	Engineering/ Electronics, Robotics	Item #0607WPB1 Weller Polishing Bar Electronix Express	This item is conducive to our Engineering class where the students are consistently designing and building. These tools will allow the students to engage in more advanced level activities that require higher level thinking. The students will also learn the safe and proper use of these tools and the	2 x 9 = 18

				importance of injury prevention in the work lab.	
CHS	Science, Engineering and Technology/ Technology Education	Engineering/ Electronics, Robotics	Item #060199 6 PC. Precision Screwdriver Set Electronix Express	This item is conducive to our Engineering class where the students are consistently designing and building. These tools will allow the students to engage in more advanced level activities that require higher level thinking. The students will also learn the safe and proper use of these tools and the importance of injury prevention in the work lab.	$2 \times 1.95 = 4$
CHS	Engineering and Technology/ Technology Education	Engineering/ Electronics, Robotics	Item #29DW1167 Drill Bit Set/Black Oxide Electronix Express	This item is conducive to our Engineering class where the students are consistently designing and building. These tools will allow the students to engage in more advanced level activities that require higher level thinking. The students will also learn the safe and proper use of these tools and the importance of injury prevention in the work lab.	$1 \times 24.95 = 25$
CHS	Engineering and Technology/ Technology Education	Engineering/ Electronics, Robotics	Item #17SLDSS SPST Mini Slide Switch Electronix Express	Item is used in the course of Curriculum Instruction. This item helps the students understand the topics being covered and provides practical hands-on learning for the students in these classes.	$50 \times 0.35 = 18$

CHS	Engineering and Technology/ Technology Education	Engineering/ Electronics, Robotics	Item #32EK12070 Shocker Game Electronix Express (including shipping)	Students will be able to utilize and employ the proper and appropriate tools and reference materials to develop and create hands-on manipulative projects, which incorporate new and emerging technology.	25 x 14.98 = 375
CHS	Engineering and Technology/ Technology Education	Engineering/ Electronics, Robotics	Item #32EK12039 Wake-Up Alarm Electronix Express	Students will be able to utilize and employ the proper and appropriate tools and reference materials to develop and create hands-on manipulative projects, which incorporate new and emerging technology.	40 x 8.20 = 328
CHS	Engineering and Technology/ Technology Education	Engineering/ Electronics, Robotics	Item #32VMK152 Wheel of Fortune Electronix Express	Students will be able to utilize and employ the proper and appropriate tools and reference materials to develop and create hands-on manipulative projects, which incorporate new and emerging technology.	50 x 6.75 = 338
CHS	Engineering and Technology/ Technology Education	Engineering/ Electronics, Robotics	Item #32VMK127 Running Microbug Electronix Express	Students will be able to utilize and employ the proper and appropriate tools and reference materials to develop and create hands-on manipulative projects, which incorporate new and emerging technology.	50 x 10.80 = 540
CHS	Engineering and Technology/ Technology Education	Engineering/ Electronics, Robotics	Item #32VMK124 Rolling Message Electronix Express	Students will be able to utilize and employ the proper and appropriate	25 x 14.95 = 374

				tools and reference materials to develop and create hands-on manipulative projects, which incorporate new and emerging technology.	
CHS	Engineering and Technology/ Technology Education	Engineering/ Electronics, Robotics	Item #32VK102 Flashing LED's Electronix Express	Students will be able to utilize and employ the proper and appropriate tools and reference materials to develop and create hands-on manipulative projects, which incorporate new and emerging technology.	50 x 3.75 = 188
CHS	Engineering and Technology/ Technology Education	Engineering/ Electronics, Robotics	#32PMW270032 Electronic Piano Kit Item Electronix Express	Students will be able to utilize and employ the proper and appropriate tools and reference materials to develop and create hands-on manipulative projects, which incorporate new and emerging technology.	40 x 7.95 = 318
CHS	Engineering and Technology/ Technology Education	Pre- Engineering, Electronics, Robotics	Item #08SLC27 Solar Power Training Course Electronix Express	Students will be able to utilize and employ the proper and appropriate tools and reference materials to develop and create hands-on manipulative projects, which incorporate new and emerging technology.	12 x 18 = 216
CHS	Engineering and Technology/ Technology Education	Pre- Engineering, Electronics, Robotics	Item #3200LCDTKIT LCD Trainer Kit Electronix Express (including shipping)	Students will be able to utilize and employ the proper and appropriate tools and reference materials to develop and create hands-on	25 x 64.24 = 1,606



				manipulative projects, which incorporate new and emerging technology.	
CHS	Engineering and Technology/ Technology Education	Pre-Engineering, Electronics, Robotics	Item #01MS2138 AC/DC Digital Clamp Meter Electronix Express	This item is conducive to our Engineering class where the students are consistently designing and building. These tools will allow the students to engage in more advanced level activities that require higher level thinking. The students will also learn the safe and proper use of these tools and the importance of injury prevention in the work lab.	10 x 62.95 = 630
CHS	Engineering and Technology/ Technology Education	Pre-Engineering, Electronics, Robotics	Item #01MS6530 Infrared Thermometer Electronix Express	This item is conducive to our Engineering class where the students are consistently designing and building. These tools will allow the students to engage in more advanced level activities that require higher level thinking. The students will also learn the safe and proper use of these tools and the importance of injury prevention in the work lab.	2 x 85 = 170
CHS	Engineering and Technology/ Technology Education	Pre-Engineering, Electronics, Robotics	Item #01RC10 Substitution Box, Resistance and Cap. Electronix Express	This item is conducive to our Engineering class where the students are consistently designing and building. These tools will allow the students to engage in more advanced level activities that	1 x 170 = 170

				require higher level thinking. The students will also learn the safe and proper use of these tools and the importance of injury prevention in the work lab.	
CHS	Engineering and Technology/ Technology Education	Pre-Engineering, Electronics, Robotics	Item #01BK1513 Power Supply/ Battery Eliminator Electronix Express	This item is conducive to our Engineering class where the students are consistently designing and building. These tools will allow the students to engage in more advanced level activities that require higher level thinking. The students will also learn the safe and proper use of these tools and the importance of injury prevention in the work lab.	10 x 34 = 340
CHS	Engineering and Technology/ Technology Education	Pre-Engineering, Electronics, Robotics	Item #01ADASM Analog-Digital Trainer Electronix Express	Students will be able to utilize and employ the proper and appropriate tools and reference materials to develop and create hands-on manipulative projects, which incorporate new and emerging technology.	1 x 74.95 = 75
CHS	Engineering and Technology/ Technology Education	Pre-Engineering, Electronics, Robotics	Item #2700MJW70 140 PC. Jumper Wire Kit Electronix Express	This item is conducive to our Engineering class where the students are consistently designing and building. These tools will allow the students to engage in more advanced level activities that require higher level thinking. The students will also	1 x 3.90 = 4

				learn the safe and proper use of these tools and the importance of injury prevention in the work lab.	
CHS	Engineering and Technology/ Technology Education	Pre-Engineering, Electronics, Robotics	#31W1470474341 344 Page Experiment Training Book Item Electronix Express	Item is used in the course of Curriculum Instruction. This item helps the students understand the topics being covered and provides practical hands-on learning for the students in these classes.	1 x 66 = 66
CHS	Engineering and Technology/ Technology Education	Pre-Engineering, Electronics, Robotics	Item #32ECHK2 Electronics Hobby Pak Electronix Express	This item is conducive to our Engineering class where the students are consistently designing and building. These tools will allow the students to engage in more advanced level activities that require higher level thinking. The students will also learn the safe and proper use of these tools and the importance of injury prevention in the work lab.	4 x 39.95 = 160
CHS	Transportation, Distribution, and Logistics/ Technology Education	Automotive Technology	Item #PWC14 Wire Crimp Snap-On Industrial	Item is used in the course of Curriculum Instruction. This item helps the students understand the topics being covered and provides practical hands-on learning for the students in these classes.	1 x 21.45 = 21
CHS	Transportation, Distribution, and Logistics/ Technology Education	Automotive Technology	Item #ASG187BR Instinct Trim Pad Tool Snap-On Industrial	Item is used in the course of Curriculum Instruction. This	1 x 16.38 = 16

				item helps the students understand the topics being covered and provides practical hands-on learning for the students in these classes.	
CHS	Transportation, Distribution, and Logistics/ Technology Education	Automotive Technology	Item #PHT5RD Red Telescopic Mag Pickup Tool Snap-On Industrial	Item is used in the course of Curriculum Instruction. This item helps the students understand the topics being covered and provides practical hands-on learning for the students in these classes.	1 x 7.31 = 7
CHS	Transportation, Distribution, and Logistics/ Technology Education	Automotive Technology	Item #JCW95BR ADL Creeper w/ Bucket Seat, Red Snap-On Industrial	Item is used in the course of Curriculum Instruction. This item helps the students understand the topics being covered and provides practical hands-on learning for the students in these classes.	1 x 175.47 = 175
CHS	Transportation, Distribution, and Logistics/ Technology Education	Automotive Technology	Item #UTV615 Door Panel U Blade Snap-On Industrial	Item is used in the course of Curriculum Instruction. This item helps the students understand the topics being covered and provides practical hands-on learning for the students in these classes.	1 x 11.08 = 11
CHS	Transportation, Distribution, and Logistics	Automotive Technology	Item #UTV615 Door Panel V Double Step Blade Snap-On Industrial	Item is used in the course of Curriculum Instruction. This item helps the students understand the topics being	1 x 11.08 = 11

				covered and provides practical hands-on learning for the students in these classes.	
CHS	Business Management/ Business and Finance Technology Education	Business	AES Site License Applied Education Systems (including shipping)	This item contains eLearning lessons and consistently updated curriculum including computer applications, Microsoft Office, Business Education, Google Applications, and Career Readiness, student content, and assessments. This license features access for 1 teacher and an unlimited number of students.	1 x 739 = 739
CHS	Computer Information Systems and Communication/ Business and Finance Technology Education	Computer Information Systems	Item #6218B002 Cannon CanoScan Scanner 9000F B&H Photo and Video (including shipping)	Students will develop proper input techniques such as keying, scanning, digital cameras, virtual keypad, recognition of developing technologies, the use of a multi-touch screen, mouse/pad or stylus, speech recognition, student response systems, digital inking, and any new emerging technology.	4 x 186 = 744
CHS	Computer Information Systems and Communication/ Business and Finance Technology Education	Computer Information Systems	Item #6218B002 Cannon CanoScan Scanner 9000F B&H Photo and Video (including shipping)	Students will develop proper input techniques such as keying, scanning, digital cameras, virtual keypad, recognition of developing technologies, the use of a multi-touch screen, mouse/pad or stylus, speech recognition, student response systems, digital inking, and any new emerging	4 x 186 = 744

				technology.	
KHS	Manufacturing Production Process Development/ Technology Education	Electronics	Item #6XAA5 Digital Single Output DC Power Supply Grainger (including shipping)	Item is used in the course of Curriculum Instruction. This item helps the students understand the topics being covered and provides practical hands-on learning for the students in these classes.	18 x 156.83 = 2,823
KHS	Business Management/ Business and Finance Technology Education	Marketing/ DECA	Item # LPBB DECA Career Cluster Lesson Plan Book- Business Management DECA Images	This item will help students to understand the career paths within the business management industry. This item will help to prepare students for the DECA Competition.	1 x 24.95 = 25
KHS	Business Management/ Business and Finance Technology Education	Marketing/ DECA	Item # LPBH DECA Career Cluster Lesson Plan Book- Hospitality DECA Images	This item will help students to understand the career paths within the hospitality industry. This item will help to prepare students for the DECA Competition.	1 x 24.95 = 25
KHS	Business Management/ Business and Finance Technology Education	Marketing/ DECA	Item # LPBF DECA Career Cluster Lesson Plan Book-Finance DECA Images	This item will help students to understand the career paths within the finance industry. This item will help to prepare students for the DECA Competition.	1 x 24.95 = 25
KHS	Business Management/ Business and Finance Technology Education	Marketing/ DECA	Item # LPBM DECA Career Cluster Lesson Plan Book- Marketing DECA Images	This item will help students to understand the career paths within the marketing industry. This item will help to prepare students for the DECA Competition.	1 x 24.95 = 25
KHS	Business Management/ Business and Finance Technology Education	Marketing/ DECA	Item #DSLBPB Lesson Plan Book Handbook DECA Images	This item will help the students understand the topics being covered, and will	1 x 24.95 = 25

				prepare students for the DECA Competition.	
KHS	Business Management/ Business and Finance Technology Education	Marketing/ DECA	Item #CPGB DECA Competition Preparation Guide- Business Management DECA Images	This item will help the students understand the topics being covered, and will prepare students for the DECA Competition.	1 x 5.95 = 6
KHS	Business Management/ Business and Finance Technology Education	Marketing/ DECA	Item #CPGF DECA Competition Preparation Guide- Finance DECA Images	This item will help the students understand the topics being covered, and will prepare students for the DECA Competition.	1 x 5.95 = 6
KHS	Business Management/ Business and Finance Technology Education	Marketing/ DECA	Item #CPGH DECA Competition Preparation Guide- Hospitality DECA Images	This item will help the students understand the topics being covered, and will prepare students for the DECA Competition.	1 x 5.95 = 6
KHS	Business Management/ Business and Finance Technology Education	Marketing/ DECA	Item #CPGM DECA Competition Preparation Guide- Marketing DECA Images	This item will help the students understand the topics being covered, and will prepare students for the DECA Competition.	1 x 5.95 = 6
KHS	Business Management/ Business and Finance Technology Education	Marketing/ DECA	Item #DSCBR Competition Bell Ringer Activities DECA Images	This item will help the students understand the topics being covered, and will prepare students for the DECA Competition.	1 x 29.95 = 30
KHS	Business Management/ Business and Finance Technology Education	Marketing/ DECA	Item #ISEIG Individual Series Events Instructor Guide Set DECA Images	This item will help the students understand the topics being covered, and will prepare students for the DECA Competition.	1 x 24.95 = 25
KHS	Business Management/ Business and Finance Technology Education	Marketing/ DECA	Item #Vol1 Sample Role Play, Volume I Set DECA Images (including shipping)	This item will help the students understand the topics being covered, and will	1 x 112 = 112

				prepare students for the DECA Competition.	
KHS	Audio Visual Tech and Film/Technology Education	Video Production I and II	Item #401470 Impact Three-Light Mini-Boom Kit B&H Photo and Video	This item provides practical hands-on learning for the students in these classes. Students will learn and apply various lighting techniques and proper studio lighting.	1 x 219.95 = 220
KHS	Audio Visual Tech and Film/Technology Education	Video Production I and II	Item #MKBFRA4-BH Manfrotto BeFree Compact travel Aluminum Alloy Tripod (Black) B&H Photo and Video	Students will use the tripod as a method of camera stabilization as they learn fundamental camera operations.	1 x 170 = 170
KHS	Audio Visual Tech and Film/Technology Education	Video Production I and II	Item #417N Westcott Green Screen Photo Software Bundle (Lite) B&H Photo and Video	This item provides practical hands-on learning for the students in these classes. Students will learn and apply green screen software.	1 x 49.90 = 50
KHS	Audio Visual Tech and Film/Technology Education	Video Production I and II	Item #8471B001 Canon G-E14 Battery Grip for EOS 70D and 80D B&H Photo and Video (including shipping)	Item is used in the course of Curriculum instruction. This item provides practical hands-on learning for the students in these classes.	3 x 237.95 = 714
KHS	Audio Visual Tech and Film/Technology Education	Video Production I and II	Item #GSPU-C70D Vello LCD Screen Protector Ultra for Canon 70D and 80D Camera B&H Photo and Video	Item is used in the course of Curriculum instruction, and will properly protect the camera screen.	3 x 24.95 = 75
KHS	Audio Visual Tech and Film/Technology Education	Video Production I and II	Item #1177C002 Canon Speedlite 600EX II-RT B&H Photo and Video	This item provides practical hands-on learning for the students in these classes. Students will learn and apply various lighting techniques.	1 x 479 = 479



KHS	Audio Visual Tech and Film/Technology Education	Video Production I and II	Item #2469A002 Canon RS-60E3 Remote Switch B&H Photo and Video	This item provides practical hands-on learning for the students in these classes. Students can use this item to film stop motion video images.	3 x 21 = 63
KHS	Audio Visual Tech and Film/Technology Education	Video Production I and II	Item #2428A001 Canon RF-3 Body Cap for Canon EOS Cameras B&H Photo and Video	Students will properly protect the camera lens and identify proper methods of transport and storage for appropriate production and personal equipment.	3 x 5.89 = 18
KHS	Audio Visual Tech and Film/Technology Education	Video Production I and II	Item #ISTDIGI9300 iStabilizer Standard Tripod B&H Photo and Video	This item provides practical hands-on learning for the students in these classes. Students will use the tripod as a method of camera stabilization as they learn fundamental camera operations.	3 x 59.95 = 180
KHS	Audio Visual Tech and Film/Technology Education	Video Production I and II	Item #CCL15 Tether Tools Easy Grip ST B&H Photo and Video	This item provides practical hands-on learning for the students in these classes. Students will use the tether as a method of camera stabilization as they learn fundamental camera operations.	2 x 27.99 = 56
KHS	Audio Visual Tech and Film/Technology Education	Video Production I and II	Item #MKVP06 Makaw Video Perch Camera Mount B&H Photo and Video	Students will use the perch as a method of camera stabilization as they learn fundamental camera operations.	1 x 37.97 = 38
KHS	Audio Visual Tech and Film/Technology Education	Video Production I and II	Item #GRNSCRN1 Digital Juice 5 x 7' Chroma Pop Portable Blue Green Screen Studio B&H Photo and Video	This item provides practical hands-on learning for the students in these classes. Students will be able to create green screen images anywhere.	1 x 187.49 = 187

KHS	Audio Visual Tech and Film/Technology Education	Graphic Communications I and II	Microsoft Office Home and Business 2016 for Mac B&H Photo and Video	Students will create, design, and edit graphic and print material.	1 x 229.95 = 230
KHS	Audio Visual Tech and Film/ Technology Education	Graphic Communications II	Item # DP-7100 Automatic Document Feeder BBI Technologies	Students will be able to print and assemble created print materials designed in Graphics II.	1 x 422 = 422
KHS	Audio Visual Tech and Film/ Technology Education	Graphic Communications II	Cabinet Stand BBI Technologies	Students will be able to print and assemble created print materials designed in Graphics II.	1 x 150 = 150
KHS	Audio Visual Tech and Film/ Technology Education	Graphic Communications II	Finisher/Stapler BBI Technologies	Students will be able to print and assemble created print materials designed in Graphics II.	1 x 858 = 858
KHS	Audio Visual Tech and Film/ Technology Education	Graphic Communications II	Item #AK-7100 Attachment Kit BBI Technologies	Students will be able to print and assemble created print materials designed in Graphics II.	1 x 90 = 90
KHS	Audio Visual Tech and Film/ Technology Education	Graphic Communications II	Item # PH-7A 2/3 Hole Punch BBI Technologies	Students will be able to print and assemble created print materials designed in Graphics II.	1 x 199 = 199
KHS	Audio Visual Tech and Film/ Technology Education	Graphic Communications II	Item # BF-730 Booklet Maker BBI Technologies	Students will be able to print and assemble created print materials designed in Graphics II.	1 x 700 = 700
KHS	Audio Visual Tech and Film/ Technology Education	Graphic Communications II	1 Year Service and Supply, 14,000 B/W, 5,000 Color Copies BBI Technologies	Students will be able to print and assemble created print materials designed in Graphics II.	1 x 398 = 398
KHS	Audio Visual Tech and Film/ Technology Education	Graphic Communications	Item #AK-7100 Attachment Kit BBI Technologies	Students will be able to print and assemble booklets and brochures in house for hands-on learning.	1 x 90.00 = 90
KHS	Audio Visual Tech and Film/ Technology	Graphic Communications	Item #PH-7A 2/3 Hole Punch	Students will be able to print and	1 x 199 = 199

	Education		BBI Technologies	assemble booklets and brochures in house for hands-on learning.	
KHS	Audio Visual Tech and Film/ Technology Education	Graphic Communications	Item 3BF-730 Booklet Maker BBI Technologies	Students will be able to print and assemble booklets and brochures in house for hands-on learning.	1 x 700 = 700
KHS	Audio Visual Tech and Film/ Technology Education	Graphic Communications	1 Year Service and Supply BBI Technologies	Students will be able to print and assemble booklets and brochures in house for hands-on learning.	1 x 398 = 398
KHS	Audio Visual Tech and Film/ Technology Education	Graphic Communications	Item #DP-7100 Automatic Document Feeder BBI Technologies	Students will increase their accuracy through visual feedback.	1 x 422 = 422
KHS	Audio Visual Tech and Film/ Technology Education	Graphic Communications	Cabinet Stand BBI Technologies	Students will increase their accuracy through visual feedback.	1 x 150 = 150
KHS	Audio Visual Tech and Film/ Technology Education	Graphic Communications	Finisher/Stapler BBI Technologies	Students will increase their accuracy through visual feedback.	1 x 858 = 858
KHS	Computer Information Systems and Communication/ Business and Finance Technology Education	Information Technology	Item #E6B70A (#BGJ) HP Monochrome LaserJet Pro M605dn SAI Tech Inc.	Improvement will be measured based on the Perkins Exam. In addition to being used as an impetus for the development of relevant and ongoing course work, data is collected that is both measurable and practical. Student improvement has been and will continue to be measured in the following categories: Practical use of Microsoft Word, Multimedia Application use, Creation of Spreadsheets and Relevant Database	5 x 852.16 = 4,261

				creation and study. These categories require the use of a computer and software to enable a full range of assessment and learning.	
KHS	Design/Pre-construction/Technology Education	Construction I and II	Item #42-0019 Senco Nail Gun Combo Kit Paxton Patterson	Students will be able to refine work.	1 x 340 = 340
KHS	Design/Pre-construction/Technology Education	Construction I and II	Item #49-0741 Jointer Paxton Patterson	The jointer will allow students to use more species of wood for projects.	1 x 535 = 535
KHS	Engineering and Technology/Technology Education	Mechanical CADD- 3D Printing	Item #LB-GSK Corner Gusset Kit K-Log, Inc.	Improved workspace utilization for students.	6 x 79 = 474
WCA	Manufacturing Production Process Development/Technology Education	Lathe II	SDC 450 SMART Document Camera	This item will support students through the visual display of blueprints, sketches, and textbooks.	1 x 964 = 964
WCA	Manufacturing Production Process Development/Technology Education	Lathe II	Item #85549038 Starrett 0 to 1" Range, 0.0001" Graduation, Mechanical Outside Micrometer Ratchet Stop Thimble, Accurate to 0.000005" MSC	This item will support student skills in measurement, inspection, and analysis of manufacturing products and equipment.	5 x 146 = 732
WCA	Manufacturing Production Process Development/Technology Education	Milling I	Item #86425246 Starrett 0.2" Head Diameter, 3/8" Shank, Single End, Mechanical Edge Finder, Cylindrical Contact MSC	This item will support student skills in measurement, inspection, and analysis of manufacturing products and equipment.	5 x 27.50 = 138
WCA	Manufacturing Production Process Development/Technology Education	Lathe II	Item #05895271 Vermont Gage 240 Piece, 0.011-0.25 Inch Diameter Plug and Pin Gage Set Minus 0.0002 Inch Tolerance, Class ZZ MSC	This item will support student skills in measurement, inspection, and analysis of manufacturing products and equipment.	1 x 294.86 = 295
WCA	Manufacturing	Lathe II	Item #06221485	This item will	1 x 93.84 =

	Production Process Development/ Technology Education		Brown & Sharpe 5 ¾ Inch Long x 1 Inch Wide x 0.0003 Inch Center to Center Accuracy, 0.0002 Inch Parallelism, 5 Inch Between Rolls, Sine Bar Includes Back Plate MSC	support student skills in machining parts with angled surfaces.	94
WCA	Manufacturing Production Process Development/ Technology Education	Lathe II	Item #06479059 Import 5 Inch Long x 15/16 Inch Wide x 0.0002 Inch Center to Center Accuracy, 0.0004 Inch Parallelism, 5 Inch Between Rolls, Sine Bar MSC	This item will support student skills in machining parts with parallel surfaces.	1 x 108.68 = 109
WCA	Manufacturing Production Process Development/ Technology Education	Milling II	Item # 64914229 SPI 0.25 to 30° Angle, 3 Inch Long, angle Block Set 0.0001 Inch Per Inch, 30 Arc Seconds Accuracy, 45-50 Rc Hardness, 12 Pieces MSC	This item will support student skills in machining parts with angled surfaces.	1 x 158.80 = 159
WCA	Manufacturing Production Process Development/ Technology Education	Milling II	Item #85635902 Made in USA ¾ Inch Shank Diameter, 1-1/4 Inch Pilot Diameter, Shell Mill Holder Straight Shank MSC	This tool will allow students to learn advanced Milling skills for manufacturing parts.	1 x 164.20 = 164
WCA	Manufacturing Production Process Development/ Technology Education	Milling II	Item # 48445456 Made in USA 3" Head, ¾" Shank Diameter, 1 Bit Per Cutter ½" Tool bit, Fly Cutter Straight Shank MSC	This tool will allow students to learn advanced Milling skills for manufacturing parts.	2 x 106 = 212
WCA	Manufacturing Production Process Development/ Technology Education	Milling II	Item #71837009 Made in USA Dovetail Cutter Sets Included Angle (°) 60 Minimum Cutting Diameter (Inch): 3/8	This tool will allow students to learn advanced Milling skills for manufacturing parts.	3 x 318.40 = 955

			MSC		
WCA	Manufacturing Production Process Development/ Technology Education	Milling I	Item #80040918 Made in USA 10 Tool Capacity Toolholder Size 40, Portable Plastic Tool Holder Rack and Tray 16 Inch Long x 7 Inch Wide x 5 Inch High MSC	This item will support students learning the basics of milling operations by organizing and storing tools.	1 x 47.23 = 47
WCA	Manufacturing Production Process Development/ Technology Education	Grinding	Item #93885085 Pro-Safe Clear Lenses, Anti-Fog, Scratch Resistant, Frameless Safety Glasses, Clear Frame, Clear Temples, Size Universal, UV Protection, Wrap Around MSC	Safety equipment to prevent eye injury and comply with OSHA regulations.	25 x 3.77 = 87
WCA	Manufacturing Production Process Development/ Technology Education	Milling II	Item #70399035 SPI 60° Angle, Chrome Coated Steel Center Gage 1/32 to 1/14 Inch Graduation MSC	This tool will allow students to learn advanced Milling skills by allowing them to manufacture threads.	2 x 14.99 = 30
WCA	Manufacturing Production Process Development/ Technology Education	Milling II	Item #81885840 SPI 60° Angle, Stainless Steel Center Gage 1/32 to 1/14 Inch Graduation MSC	This tool will allow students to learn advanced Milling skills by allowing them to manufacture threads.	3 x 8.24 = 25
WCA	Manufacturing Production Process Development/ Technology Education	Milling I	Item #60268281 Clear Lenses Scratch Resistant Framed Safety Glasses- Black Frame Size universal UV Protection Side Shields Adjustable Temples Over the Glasses MSC	Safety equipment to prevent eye injury and comply with OSHA regulations.	25 x 3 = 65
WCA	Manufacturing Production Process Development/ Technology Education	Lathe I	Item #06400865 Fowler 0-6 Inch Range, 0 001 Inch Graduation, 6 Piece Mechanical Outside Micrometer Set	Item is used to allow students to learn inspection skills for manufactured parts.	1 x 420.40 = 420

			MSC		
WCA	Manufacturing Production Process Development/ Technology Education	Lathe II	Item #85217552 Fowler 0 to 6 Inch Range, 6 Rod, Satin Chrome Finish, Mechanical Depth Micrometer Ratchet Stop Thimble, 4" Base Length, 0.001" Graduation, 0.176" Rod Diameter MSC	Item is used to allow students to learn inspection skills for manufactured parts.	1 x 173.46 = 173
WCA	Manufacturing Production Process Development/ Technology Education	Milling II	Item #01829324 Interstate 1/2" Diameter x 1/4" Width of Cut, 45° Included Angle, Cobalt Dovetail Cutter 3/8" Shank Diameter, 1-7/8" Shank Length, 2- 1/8" Overall Length MSC	Item is used to allow students to learn advanced cutting processes on the Milling machines.	5 x 44.65 = 223
WCA	Manufacturing Production Process Development/ Technology Education	Milling II	Item #03220480 Interstate 3/4" Large x 5/16" Small Diameter, 3/8" Width of Cut, 90° Included Angle, Cobalt Face Angle Cutter 3/8" Shank Diameter, 1-15/16" Overall Length, Weldon Flat MSC	Item is used to allow students to learn advanced cutting process on the Milling machines.	5 x 90.96 = 455
WCA	Manufacturing Production Process Development/ Technology Education	Milling I	Item #79783312 Lyndex R8 Collets MSC	Item is used to allow students to learn milling skills to manufacture metal parts.	2 x 700 = 1,400
WCA	Manufacturing Production Process Development/ Technology Education	Milling I	Item #64859861 Iscar 2.938 Inch Cutting Diameter, 30° Lead Angle, 1.25 Inch Arbor Hole Diameter, 0.138 Inch Depth of Cut, Uses 6 H600 WXC08 Insert, Right Hand Cut, Indexable Chamfer and Angle Face Mills Through Coolant, 2 Inch Overall Height	This item will support student skills in measurement, inspection, production, testing and analysis of manufacturing products and equipment.	1 x 751 = 751

			MSC		
WCA	Manufacturing Production Process Development/ Technology Education	Milling I	Item #85956878 SPI 0.06 Inch Range, 0.0005 Inch Dial Graduation, Vertical Dial Test Indicator 1-1/2 Inch White Dial, 0-15-0 Dial Reading, Includes NIST Traceability Certification MSC	This item will support student skills in measurement, inspection, production, testing and analysis of manufacturing products and equipment.	1 x 159.26 = 159
WCA	Manufacturing Production Process Development/ Technology Education	Lathe I	Item #06426514 Brown & Sharpe 0 to 1" Range, 0.0001" Graduation, Mechanical Outside Micrometer Friction Thimble MSC	This item is used to allow students to learn inspection skills for manufactured parts.	10 x 135.89 = 1,359
WCA	Manufacturing Production Process Development/ Technology Education	Lathe I	Item #06447353 GEM Instrument 8 Piece, 0 to 0.03 Inch Measuring Range, 1-3/8 Inch Dial Diameter Test Indicator Kit 1/2 Inch Contact Point Length, 0.0005 Inch Dial Graduation, Dial Test Indicator MSC	This item is used to allow students to learn inspection skills for manufactured parts.	1 x 224.23 = 224
WCA	Manufacturing Production Process Development/ Technology Education	Lathe II	Item #06638274 Vermont Gage 250 Piece 0.251-0.5 Inch Diameter Plug and Pin Gage Set Minus 0.0002 Inch Tolerance, Class ZZ MSC	Item is used to allow students to learn inspection skills for manufactured parts.	1 x 317.32 = 317
WCA	Manufacturing Production Process Development/ Technology Education	Milling I	Item #09672056 C-5 Collet Set MSC	Item is used to allow students to learn milling skills to manufacture metal parts.	1 x 900 = 900
WCA	Manufacturing Production Process Development/ Technology Education	Milling I	Item #09741950 5-C Set Collet Block MSC	Item is used to allow students to learn milling skills to manufacture metal parts.	1 x 382 = 382
WCA	Manufacturing Production Process	Manufacturing/ Engineering	Item #3203-1A Insize 0-1 MIC	This item helps the students	50 x 33.47 = 1674



	Development/ Technology Education		Towle Tool Supply, Co. Inc. (including shipping)	understand the topics being covered and provides practical hands-on learning with measurement tools and instruments, including rulers, micrometers, and vernier calipers.	
WCA	Manufacturing Production Process Development/ Technology Education	Manufacturing/ Engineering	Insize 0-1 Caliper Item #3203-1A, Towle Tool Supply, Co. Inc.	This item helps the students understand the topics being covered and provides practical hands-on learning with measurement tools and instruments, including rulers, micrometers, and vernier calipers.	50 x 33.68 = 1684
WCA	Health Information/ Medical Careers Education	Medical Assisting	Item #02-32-1254N Ishihara Test Chart Pocket Nurse (including shipping)	Measurable improvement will be knowledge gained (Standard N: Monitoring Patient Status) as evidenced by student performance on Medical Career Exam.	1 x 278 = 278
WCA	Health Information/ Medical Careers Education	Exploratory, Foundations, Medical Assistant, Rehab Aide	Item #02-33-500N Health O'Meter Pro Digital Scale Pocket Nurse	Measureable improvement will be knowledge gained (Standard N: Monitoring Patient Status) as evidenced by student performance on Medical Career Exam.	1 x 472.58 = 473
WCA	Health Information/ Medical Careers Education	Health and Wellness, Rehab Aide	Item #02-76-1211N Skin Fold Caliper Pocket Nurse	Measurable improvement will be knowledge gained (Standard N: Monitoring Patient Status) as evidenced by student performance on Medical Career	1 x 23.33 = 23

				Exam.	
WCA	Health Information/ Medical Careers Education	Exploratory, Medical Assistant, Rehab Aide, Health and Wellness	Item #02-33-8260N Body Logic Pro Analyzer Pocket Nurse	Measureable improvement will be knowledge gained (Standard N: Monitoring Patient Status) as evidenced by student performance on Medical Career Exam.	1 x 53.77 = 54
WCA	Health Information/ Medical Careers Education	Exploratory, Nurse Assistant	Item #03-62-2199N Safety Glasses Pocket Nurse	Measureable improvement will be knowledge gained (Standard H: Safe and Healthy Work Practices) as evidenced by student performance on Medical Career Exam	12 x 2.50 = 30
WCA	Health Information/ Medical Careers Education	Exploratory, Nurse Assistant	Item #04-50-7011N 24 Hour Wall Clock Pocket Nurse	Measureable improvement will be knowledge gained (Standard M: Team Communication) as evidenced by student performance on Medical Career Exam.	1 x 24.95 = 25
WCA	Health Information/ Medical Careers Education	All Courses	Item #04-50-4836N Magnetic White Board Pocket Nurse	Item is used in the course of Curriculum instruction. This item helps the students understand the topics being covered and provides practical hands-on learning for the students in these classes.	1 x 200.25 = 200
WCA	Health Information/ Medical Careers Education	Pharmacy Technician	Item #06-93-6020N TPN with Multi Vit Pocket Nurse	Measureable improvement will be knowledge gained (Standard B: Disease Processes) as evidenced by student	1 x 15 = 15

				performance on Medical Career Exam	
WCA	Health Information/ Medical Careers Education	Pharmacy Technician	Item #06-93-6025N TPN with Lipids Pocket Nurse	Measureable improvement will be knowledge gained (Standard B: Disease Processes) as evidenced by student performance on Medical Career Exam.	1 x 14.95 = 15
WCA	Health Information/ Medical Careers Education	Pharmacy Technician	Item #06-93-0012N Demo Dose Oral Meds Set #1 Pocket Nurse	Measureable improvement will be knowledge gained (Standard K: Pathophysiology) as evidenced by student performance on Medical Career Exam.	1 x 151.27 = 151
WCA	Health Information/ Medical Careers Education	Pharmacy Technician	Item #06-93-0019N Demo Dose Oral Meds Set #2 Pocket Nurse	Measureable improvement will be knowledge gained (Standard K: Pathophysiology) as evidenced by student performance on Medical Career Exam.	1 x 80.90 = 81
WCA	Health Information/ Medical Careers Education	Pharmacy Technician	Item #06-69-5712N Metal Pill Crusher Pocket Nurse	Measureable improvement will be knowledge gained (Standard H: Safe and Healthy work Practices) as evidenced by student performance on Medical Career Exam	1 x 93.50 = 94
WCA	Health Information/ Medical Careers Education	Pharmacy Technician	Item #06-69-5718N Pill Counting Tray Pocket Nurse	Measureable improvement will be knowledge gained (Standard D- Health Care Delivery System) as evidenced by student	20 x 6.50 = 130

				performance on Medical Career Exam.	
WCA	Health Information/ Medical Careers Education	Pharmacy Technician	Item #06-93-6011N TPN Compounding Kit Pocket Nurse (including shipping)	Measureable improvement will be knowledge gained (Standard B: Disease Processes) as evidenced by student performance on Medical Career Exam.	$2 \times 89.20 =$ 178
WCA	Health Information/ Medical Careers Education	CPR Certification 11 <sup>th</sup> and 12 <sup>th</sup> Grade	#15-1012-BLS BLS Instructor Package 2015 Item Laerdal	Measurable improvement will be knowledge gained (Standard N: Monitoring Patient Status) as evidenced by student performance on Medical Career Exam. Students will also obtain AHA CPR/AED Certification.	$1 \times 110 =$ 110
WCA	Health Information/Medical Careers Education	CPR Certification 11 <sup>th</sup> and 12 <sup>th</sup> Grade	#15-1010-BLS BLS Student Manuals 2015 Item Laerdal (including shipping)	Measurable improvement will be knowledge gained (Standard N: Monitoring Patient Status) as evidenced by student performance on Medical Career Exam. Students will also obtain AHA CPR/AED Certification.	$30 \times 13.61 =$ 408
WCA	Health Information/ Medical Careers Education	All Courses	Item #04-50-7270N Magnetic White Board Pocket Nurse (including shipping)	Item is used in the course of Curriculum instruction.	$1 \times 270 =$ 270
WCA	Health Information/ Medical Careers Education	All Courses	Item #04-25-8218N Large Plastic Utility Cart Pocket Nurse	Item is used in the course of Curriculum instruction.	$1 \times 210.50 =$ 211
WCA	Health Information/ Medical Careers Education	Health and Wellness, Rehab Aide	#02-58-4007N Goniometer Item Pocket Nurse	Measureable improvement will be knowledge gained (Standard N: Monitoring	$5 \times 6.06 = 30$

				Patient Status) as evidenced by student performance on Medical Career Exam.	
WCA	Health Information/ Medical Careers Education	Health and Wellness, Rehab Aide, Nurse Assistant	#02-68-6000N Retractable Tape Measurers Item Pocket Nurse	Measureable improvement will be knowledge gained (Standard N: Monitoring Patient Status) as evidenced by student performance on Medical Career Exam.	10 x 1.99 = 20
WCA	Health Information/ Medical Careers Education	Foundations of Health Science	Item #10-81-3767N Human Pregnancy Pelvis Pocket Nurse	Measureable improvement will be knowledge gained (Standard C: Body Systems- Reproductive) as evidenced by student performance on Medical Career Exam.	1 x 161.74 = 162
WCA	Health Information/ Medical Careers Education	Exploratory, Foundations of Health Science	#10-81-3767N Bio Quest Smoker's Lung Demo Kit Pocket Nurse	Measureable improvement will be knowledge gained (Standard C: Body Systems- Respiratory) as evidenced by student performance on Medical Career Exam.	1 x 197 = 197
WCA	Health Information/ Medical Careers Education	Exploratory, Foundations of Health Science	Item #10-81-7926N Blood Components Model Pocket Nurse	Measureable improvement will be knowledge gained (Standard C: Body Systems- Vascular) as evidenced by student performance on Medical Career Exam.	1 x 122.95 = 123
WCA	Health Information/ Medical Careers Education	All Health Science Courses	Item #SDC-450 SMART Document Camera Connecticut Business Systems	Item is used in the course of Curriculum instruction. This item provides practical hands-on	3 x 650 = 1,950

				learning for the students in these classes.	
WCA	Teaching/Training/ Family and Consumer Sciences	Child Development II	Item #WA29742HR Expanded RD Intern Kit Nasco	Item is used in the course of Curriculum Instruction. This item helps the students understand the topics being covered and provides practical hands-on learning for the students in these classes.	1 x 399 = 399
WHS	Design/Preconstruction/ Technology Education	Architecture	Item #850615 Contractor Grade Clamping Miter Box MidWest Technology Productions	This item will allow students to be able to identify, use, and maintain various types of layout, hand and power tools utilized in the Wood Technology field.	4 x 62 = 248
WHS	Design/Preconstruction/ Technology Education	Architecture	Item #850616 Contractor Grade Clamping Miter Box Replacement MidWest Technology Products	This item will allow students to be able to identify, use, and maintain various types of layout, hand and power tools utilized in the Wood Technology field.	10 x 15.80 = 158
WHS	Design/Preconstruction/ Technology Education	Architecture	Item #192968 Corner Clamp MidWest Technology Products	This item will allow students to be able to identify, use, and maintain various types of layout, hand and power tools utilized in the Wood Technology field.	12 x 12 = 144
WHS	Design/Preconstruction/ Technology Education	Architecture	Item #192990 4-Corner Framing Clamps MidWest Technology Products	This item will allow students to be able to identify, use, and maintain various types of layout, hand and power tools utilized in the Wood Technology field.	4 x 40.60 = 162
WHS	Design/Preconstruction/ Technology Education	Architecture	Item #305735 Craftsman Spring Clamp Set, 6 PC MidWest	This item will allow students to be able to identify, use, and maintain various	4 x 16.60 = 66

			Technology Products	types of layout, hand and power tools utilized in the Wood Technology field.	
WHS	Design/Preconstruction/Technology Education	Architecture	Item #962532 Columbian Woodcraft Vise, 4-1/2" MidWest Technology Products	This item will allow students to be able to identify, use, and maintain various types of layout, hand and power tools utilized in the Wood Technology field.	4 x 40 = 160
WHS	Design/Preconstruction/Technology Education	Architecture	Item #281151 6" Coping Saw MidWest Technology Products	This item will allow students to be able to identify, use, and maintain various types of layout, hand and power tools utilized in the Wood Technology field.	2 x 9.34 = 19
WHS	Design/Preconstruction/Technology Education	Architecture	Item #281008 Great Neck End Nipper Pliers 6"L MidWest Technology Products	This item will allow students to be able to identify, use, and maintain various types of layout, hand and power tools utilized in the Wood Technology field.	4 x 10.90 = 44
WHS	Design/Preconstruction/Technology Education	Architecture	Item #619067 The Original Long Nose Locking Pliers with Wire Cutter MidWest Technology Products	This item will allow students to be able to identify, use, and maintain various types of layout, hand and power tools utilized in the Wood Technology field.	3 x 14.10 = 42
WHS	Design/Preconstruction/Technology Education	Architecture	Item #307016 MultiMaster Snips MidWest Technology Products	This item will allow students to be able to identify, use, and maintain various types of layout, hand and power tools utilized in the Wood Technology field.	2 x 21.90 = 44
WHS	Design/Preconstruction/Technology Education	Architecture	Item #312829 Half Round Wood File MidWest Technology Products	This item will allow students to be able to identify, use, and maintain various types of layout, hand and power	2 x 17.90 = 36

				tools utilized in the Wood Technology field.	
WHS	Design/Preconstruction/ Technology Education	Architecture	Item #511202 Short Ferrule File Handle #5 MidWest Technology Products	This item will allow students to be able to identify, use, and maintain various types of layout, hand and power tools utilized in the Wood Technology field.	$2 \times 1.78 = 4$
WHS	Design/Preconstruction/ Technology Education	Architecture	Item #613389 Zona Ultra-Thin Saw Razor Saw 52 TPI MidWest Technology Products	This item will allow students to be able to identify, use, and maintain various types of layout, hand and power tools utilized in the Wood Technology field.	$4 \times 8.27 = 33$
WHS	Design/Preconstruction/ Technology Education	Architecture	Item #845020 Stanley Classic 99 Retractable Utility Knife MidWest Technology Products	This item will allow students to be able to identify, use, and maintain various types of layout, hand and power tools utilized in the Wood Technology field.	$4 \times 6.84 = 27$
WHS	Design/Preconstruction/ Technology Education	Architecture	Item #243408 DeWalt Utility Knife & Scraper Blades 75/pkg. MidWest Technology Products	This item will allow students to be able to identify, use, and maintain various types of layout, hand and power tools utilized in the Wood Technology field.	$2 \times 15.80 = 32$
WHS	Design/Preconstruction/ Technology Education	Architecture	Item #528351 Marshalltown Polyethylene Handle Steel Blade Putty MidWest Technology Products	This item will allow students to be able to identify, use, and maintain various types of layout, hand and power tools utilized in the Wood Technology field.	$4 \times 4.83 = 19$
WHS	Design/Preconstruction/ Technology Education	Architecture	Item #855082 Stanley Sliding T- Bevel MidWest Technology Products	This item will allow students to be able to identify, use, and maintain various types of layout, hand and power tools utilized in the Wood Technology	$4 \times 6.15 = 25$



				field.	
WHS	Design/Preconstruction/ Technology Education	Architecture	Item #480985 Johnson Heavy- Duty Aluminum Line Level 3"L MidWest Technology Products	This item will allow students to be able to identify, use, and maintain various types of layout, hand and power tools utilized in the Wood Technology field.	6 x 3.30 = 20
WHS	Design/Preconstruction/ Technology Education	Architecture	Item #486970 Structo-Cast Try/Miter Squares MidWest Technology Products	This item will allow students to be able to identify, use, and maintain various types of layout, hand and power tools utilized in the Wood Technology field.	2 x 6.36 = 13
WHS	Design/Preconstruction/ Technology Education	Architecture	Item #487030 Structo-Cast Rafter Angle Squares MidWest Technology Products	This item will allow students to be able to identify, use, and maintain various types of layout, hand and power tools utilized in the Wood Technology field.	2 x 10.90 = 22
WHS	Design/Preconstruction/ Technology Education	Architecture	Item #410915 High-Temp 40W Glue Gun MidWest Technology Products	This item will allow students to be able to identify, use, and maintain various types of layout, hand and power tools utilized in the Wood Technology field.	6 x 8.50 = 51
WHS	Design/Preconstruction/ Technology Education	Architecture	Item #619569 Quick-Grip One- Handed Mini Bar Clamp 12" MidWest Technology Products	This item will allow students to be able to identify, use, and maintain various types of layout, hand and power tools utilized in the Wood Technology field.	6 x 13.80 = 83
WHS	Design/Preconstruction/ Technology Education	Architecture	Item #619585 Quick-Grip One- Handed Mini Bar Clamp 6" MidWest Technology Products	This item will allow students to be able to identify, use, and maintain various types of layout, hand and power tools utilized in the Wood Technology field.	6 x 13.10 = 79
WHS	Design/Preconstruction/ Technology Education	Architecture	Item #281173	This item will allow	2 x 3.76 = 8

	Technology Education		ExtraMark Power Tape Rule Quick-Grip One-Handed Mini Bar Clamp 12" Item #619585, MidWest Technology Products	students to be able to identify, use, and maintain various types of layout, hand and power tools utilized in the Wood Technology field.	
WHS	Design/Preconstruction/Technology Education	Architecture	Item #343104 Dremel 3000 Variable Speed Rotary Tool Kit 24 PC MidWest Technology Products	This item will allow students to be able to identify, use, and maintain various types of layout, hand and power tools utilized in the Wood Technology field.	2 x 101 = 202
WHS	Design/Preconstruction/Technology Education	Architecture	Item #343441 Dremel Rotary Tool Super Accessory Kit MidWest Technology Products	This item will allow students to be able to identify, use, and maintain various types of layout, hand and power tools utilized in the Wood Technology field.	3 x 42.50 = 128
WHS	Design/Preconstruction/Technology Education	Architecture	Item #343850 Dremel Rotary Tool MultiPro Chuck MidWest Technology Products	This item will allow students to be able to identify, use, and maintain various types of layout, hand and power tools utilized in the Wood Technology field.	2 x 13.30 = 27
WHS	Design/Preconstruction/Technology Education	Architecture	Item # 482786 Magnifier Lamp MidWest Technology Products	Item is used in the course of Curriculum Instruction. This item helps the students understand the topics being covered and provides practical hands-on learning for the students in these classes.	2 x 31.40 = 63
WHS	Design/Preconstruction/Technology Education	Architecture	Item #260298 Skil 10" Bench Drill Press w Laser MidWest Technology Products	This item will allow students to be able to identify, use, and maintain various types of layout, hand and power tools utilized in the	2 x 168 = 336

				Wood Technology field.	
WHS	Design/Preconstruction/Technology Education	Architecture	Item # 242921 DeWalt ½-in. 14.4V Cordless Drill Kit MidWest Technology Products	This item will allow students to be able to identify, use, and maintain various types of layout, hand and power tools utilized in the Wood Technology field.	1 x 263.00 = 263
WHS	Design/Preconstruction/Technology Education	Architecture	Item #613752 Coping Saw Blades- Fine 20 TPI 12/pkg. MidWest Technology Products	This item will allow students to be able to identify, use, and maintain various types of layout, hand and power tools utilized in the Wood Technology field.	2 x 6.19 = 12
WHS	Design/Preconstruction/Technology Education	Architecture	Item #774025 Shop-Vac Micro Vacuum MidWest Technology Products	This item will provide practical hands-on learning for the students in these classes.	2 x 55 = 110
WHS	Design/Preconstruction/Technology Education	Architecture	Item # 847800 Stanley Contractor Grade Mini Hack Utility Hacksaw MidWest Technology Products	This item will allow students to be able to identify, use, and maintain various types of layout, hand and power tools utilized in the Wood Technology field.	2 x 8.01 = 16
WHS	Design/Preconstruction/Technology Education	Architecture	Item #261930 Vermont American High-Carbon Hacksaw Blade MidWest Technology Products	This item will allow students to be able to identify, use, and maintain various types of layout, hand and power tools utilized in the Wood Technology field.	10 x 0.72 = 7
WHS	Design/Preconstruction/Technology Education	Architecture	Item #260290 Skil 9" Band Saw with Light MidWest Technology Products	This item will allow students to be able to identify, use, and maintain various types of layout, hand and power tools utilized in the Wood Technology field.	2 x 185 = 370
WHS	Transportation, Distribution, and Logistics Services/	Automotive Technology/ Advanced	Subscription to Mitchell 1 Prodemand	This item will provide students with automotive	3 x 824 = 2,472

	Technology Education	Automotive Technology	Mitchell Repair Information Company, LLC	repair/vehicle maintenance information, automotive diagnostic data, and labor estimating solutions for every vehicle currently on the road in the United States. The subscription to this database will allow students to hone their skills as automotive diagnosticians.	
WHS	Transportation, Distribution, and Logistics Services/ Technology Education	Automotive Technology/ Advanced Automotive Technology	The Hook by Power Probe, IEH Auto Parts LLC, D.B.A. Auto Plus	This tool will assist students in learning about the mathematical relationships involved with electronic diagnosis.	1 x 400 = 400
WHS	Transportation, Distribution, and Logistics Services/ Technology Education	Automotive Technology/ Advanced Automotive Technology	PN: OTC4543A OTC, 4WD Spindle Socket Set IEH Auto Parts LLC, D.B.A. Auto Plus	This tool will teach students about the geometry involved in automotive suspension systems.	1 x 108.16 = 108
WHS	Transportation, Distribution, and Logistics Services/ Technology Education	Automotive Technology/ Advanced Automotive Technology	PN: 46800 Lisle, Inner Tie Rod Tool Kit IEH Auto Parts LLC, D.B.A. Auto Plus	This tool will teach students about the geometry involved in automotive suspension systems.	1 x 115.20 = 115
WHS	Transportation, Distribution, and Logistics Services/ Technology Education	Automotive Technology/ Advanced Automotive Technology	PN: 18-0685 OTC, Brake Fluid Tester Paxton/Patterson	This tool will assist students in learning about the chemistry of hydraulic fluids.	1 x 41 = 41
WHS	Transportation, Distribution, and Logistics Services/ Technology Education	Automotive Technology/ Advanced Automotive Technology	PN: 18-6664 Milton, Inflator Gauge Paxton/Patterson	This item will replace a no longer functional inflator gauge.	1 x 50.50 = 51
WHS	Transportation, Distribution, and Logistics Services/ Technology Education	Automotive Technology/ Advanced Automotive Technology	PN: 18-4764 Central Tool, Bounce Light Paxton/Patterson	This item will provide functional work lights for Automotive technology classes.	2 x 70 = 140
WHS	Transportation, Distribution, and Logistics Services/ Technology Education	Automotive Technology	Gates Corp. Power Clean Flush Tool Engine Cooling	This tool will enhance the students' diagnosis process.	1 x 940 = 940

			Fleetpride (including shipping)		
WHS	Audio Visual Tech and Film/ Technology Education	Video Production	Item #VP64A Shure VP64A Omnidirectional Dynamic Handheld Mic B&H Photo and Video (including shipping)	This tool will provide professional sound quality for audio.	1 x 284 = 284
WHS	Audio Visual Tech and Film/ Technology Education	Video Production	MFR# AT8314-15 Audio Technica Premium Microphone Cable 15' B&H# AUAT831415 B&H Photo and Video	Tool to teach Video Production, better quality student videos.	3 x 11.46 = 34
WHS	Audio Visual Tech and Film/ Technology Education	Video Production	MFR# 438/5 Velbon Videomate 438 Aluminum Tripod B&H# VEV438F B&H Photo and Video	Students will use the tripod as a method of camera stabilization as they learn fundamental camera operations and produce better quality student videos.	3 x 69.95 = 210
WHS	Business Management/ Business and Finance Technology Education	Business Management I and II	Total LAP (Leadership Attitude Performance) Modules and Powerpoints, Item 3 (AA-YYY-16B-DL), Digital download to lpalleria@waterbury.k12.ct.us	Comprehensive state & nationally recognized tool available to prepare students for CTE assessments. 200+ instructional modules are based on an MBA research performance indicator.	1 x 6,601 = 6,601
WHS CHS KHS	Business Management/ Business and Finance Technology Education	Sports & Entertainment Marketing	ePack: Sports & Entertainment marketing, 4 <sup>th</sup> = MindTap ISBN #978-1-133-60244-6	To comply with the Connecticut State CTE Comptencies	180 x 69.50 = 12,510
WHS CHS KHS	Business Management/ Business and Finance Technology Education	Sports & Entertainment Marketing	Instructor's Resource CD-Rom ISBN #978-1-285-05408-7 (Free w/ ePack)	To comply with the Connecticut State CTE Comptencies	6 x 0 = 0
WHS CHS KHS	Business Management/ Business and Finance Technology Education	Sports & Entertainment Marketing	Cengage Learning Testing, Powered by Cognero ISBN #978-1-305-38683-	To comply with the Connecticut State CTE Comptencies	6 x 0 = 0

			9 (Free w/ ePack)		
WHS CHS KHS	Business Management/ Business and Finance Technology Education	Sports & Entertainment Marketing	Instructor's Companion Website ISBN #978-1-285-05467- 4 (Free w/ ePack)	To comply with the Connecticut State CTE Comptencies	6 x 0 = 0
WHS CHS KHS	Business Management/ Business and Finance Technology Education	Sports & Entertainment Marketing	Annotated Instructor's Edition ISBN #978-1-133- 95323-4 (Free w/ ePack)	To comply with the Connecticut State CTE Comptencies	6 x 0 = 0

Code	Object				Amount of Code Line
<b>700</b>	<b>Property</b>				<b>274,175</b>
<p>In accordance with the Connecticut State Comptroller's definition of equipment, included in this category are all items of equipment with a value of over <u>\$1,000</u> and the useful life of more than one year. All electronic babies, computers and peripherals (regardless of unit cost) should be listed in this category. No vehicles or drive-able equipment may be purchased with Perkins funds.</p> <p><b>Appendix B: Equipment Request Form</b> must be completed for requested property <u>by Cluster</u>.</p>					
	Career Pathway/ CTE Program Area	Name of Course supplies are requested for	List each supply Item, description of supply and vendor	What is the Measurable Improvement to be gained from this?	Quantity x Cost per Unit = Total
CHS	Transportation, Distribution, and Logistics/ Technology Education	Automotive Technology	Item #KRL1022CPCM 2BK Roll CB w/2 FW DRWR ROY BLU Snap-On Industrial	Item is used in the course of Curriculum Instruction. This item helps the students understand the topics being covered and provides practical hands-on learning for the students in these classes.	1 x 4,310 = 4,310
CHS	Audio Visual Tech and Film/Technology Education	Graphic Communication and Advanced Graphic Communication	Smart 70" Interactive LCD Display SPNL- 4070 RnB Enterprises, Inc.	100% of Graphic Communication and Advanced Graphic Communication students will have a clearer, user friendly tool to use when receiving information on current projects. Students will also be displaying, demonstrating and presenting using	1 x 3,995 = 3,995

				high resolution display and more sensitive touch screen. Academic progress will be positively affected.	
CHS	Audio Visual Tech and Film/ Technology Education	Graphic Communication and Advanced Graphic Communication	Wall mount for Smart Panel, RnB Enterprises, Inc.	Item will be used to support installation of Smart Panel.	1 x 125 = 125
CHS	Audio Visual Tech and Film/ Technology Education	Graphic Communication and Advanced Graphic Communication	25ft Cable Kit for Smart Panel, RnB Enterprises, Inc.	Item will be used to support installation of Smart Panel.	1 x 125 = 125
CHS	Audio Visual Tech and Film/ Technology Education	Graphic Communication and Advanced Graphic Communication	Install of Smart Panel and Cables RnB Enterprises, Inc.	Item will be used to support installation of Smart Panel.	1 x 700 = 700
CHS	Computer Information Systems and Communication/ Business and Finance Technology Education	Computer Information Systems	Item #10F1S0G600 AIO Configuration #3 Thinkcentre M700z Presidio	Up-to-date computer technology will enable students to achieve immediate and measurable improvement mastering a new set of digital literacy skills as part of being ready for continued studies and the workforce. Young people who are able to use information technology skillfully will have more opportunities in the workforce.	30 x 861 = 25,830
CHS	Computer Information Systems and Communication/ Business and Finance Technology Education	Computer Information Systems	Item #CZ255A (#BGJ) HP Color LaserJet M651n SAI Tech Inc.	Improvement will be measured based on the Perkins Exam. In addition to being used as an impetus for the development of relevant and ongoing course work, data is collected that is both measurable and practical Student improvement has been and will continue to be measured in the following categories:	1 x 1,218 = 1,218

				<p>Practical use of Microsoft Word, Multimedia Application use, Creation of Spreadsheets and Relevant Database creation and study. These categories require the use of a computer and software to enable a full range of assessment and learning.</p>	
CHS	Engineering and Technology/ Technology Education	Mechanical CADD, Architectural CADD, Robotics	Ultimaker 3 3D Printer Dual Head 3D Printer, Technology Education Concepts, Inc.	<p>This item will allow students in the 2 CADD and 12 Robotics classes to have access to top quality, high end, and reliable 3D printers. They will be able to design and build parts and unique projects with a greater production rate. This will supplement the curriculum for graphics and video courses as well, in that students will be able to create objects for video and graphics on an interdisciplinary level.</p>	2 x 3,549 = 7,098
CHS	Transportation, Distribution, and Logistics Services/ Technology Education	Automotive Technology	Item #M452nw HP Color Laser Jet Pro Printer SAI Tech, Inc.	<p>This item will provide students the ability to demonstrate the real world skills needed to be successful in Auto Tech careers.</p>	1 x 215.08 = 215
CHS	Restaurants/Food Marketing and Management/ Family and Consumer Sciences	Culinary Arts and Food Production	Electric Convection Oven Warehouse Restaurant Supply (including shipping)	<p>Equipment is needed to teach students according to the food preparation standards which call for demonstration by the teacher and practice by students with foods. Equipment allows for better understanding of standards for</p>	1 x 7,078 = 7,078



				superior student achievement in food dominated careers. Student achievement on the state and Perkins mandated CTE test will also be supported by the purchase and use of equipment.	
CHS	Restaurants/Food Marketing and Management/Family and Consumer Sciences	Culinary Arts I and II and ServSafe	Countertop Griddle, Warehouse Restaurant Supply	Equipment is needed to teach students according to the food preparation standards which call for demonstration by the teacher and practice by students with foods. Equipment allows for better understanding of standards for superior student achievement in food dominated careers. Student achievement on the state and Perkins mandated CTE test will also be supported by the purchase and use of equipment.	1 x 2,352 = 2,352
CHS	Restaurants/Food Marketing and Management/Family and Consumer Sciences	Culinary Arts I and II and ServSafe	Induction Hotplate, Restaurant Warehouse Supply	Equipment is needed to teach students according to the food preparation standards which call for demonstration by the teacher and practice by students with foods. Equipment allows for better understanding of standards for superior student achievement in food dominated careers. Student achievement on the state and Perkins mandated CTE test will also be supported by the purchase and use of equipment.	1 x 3,700 = 3,700
CHS	Restaurants/Food Marketing and	Culinary Arts I and II and	Planetary Mixer, Restaurant	Equipment is needed to teach students	1 x 2,356.67 = 2,357

	Management/Family and Consumer Sciences	ServSafe	Warehouse Supply	according to the food preparation standards which call for demonstration by the teacher and practice by students with foods. Equipment allows for better understanding of standards for superior student achievement in food dominated careers. Student achievement on the state and Perkins mandated CTE test will also be supported by the purchase and use of equipment.	
CHS	Transportation, Distribution, and Logistics Services/ Technology Education	Automotive Technology	Item #VCTEVAP Evaporative Smoke Machine Advanced Autoparts	Used to diagnose several systems for automotive repair.	1 x 1,676 = 1,676
CHS	Transportation, Distribution, and Logistics Services/ Technology Education	Automotive Technology	Item #K2533-2 Lincoln Tig 225 Maine Oxy	This will allow 100% of the students the ability to demonstrate the real world skills that are an industry standard in the automotive field.	1 x 2,499 = 2,499
CHS	Transportation, Distribution, and Logistics Services/ Technology Education	Automotive Technology	Item #HYPO88113 Hypertherm Powermax45 Plasma Cutter Maine Oxy	This will allow 100% of the students the ability to demonstrate the real world skills that are an industry standard in the automotive field.	1 x 2,270 = 2,270
CHS	Transportation, Distribution, and Logistics Services/ Technology Education	Automotive Technology	Item #A10 Procut A10 On the Car Brake Lathe Procut International, LLC (including shipping)	Item is used in the course of Curriculum Instruction and provides practical hands-on learning for the students in these classes.	1 x 11,820 = 11,820
CHS	Transportation, Distribution, and Logistics Services/ Technology Education	Automotive Technology	Item #34788 Robinair A/C Recycler Advanced Autoparts	Provide students with a tool required to diagnose A/C Systems to earn ASE 609. Certification	1 x 3,499 = 3,499
KHS	Transportation,	Automotive	Item #A10	Item is used in the	1 x 11,820 =

	Distribution, and Logistics Services/ Technology Education	Technology	Procut A10 On the Car Brake Lathe Procut International, LLC (including shipping)	course of Curriculum Instruction and provides practical hands-on learning for the students in these classes.	11,820
KHS	Transportation, Distribution, and Logistics Services/ Technology Education	Automotive Technology	Item #K2533-2 Lincoln Tig 225 Maine Oxy	This tool will allow students to learn welding and fabrication skills.	1 x 2,499 = 2,499
KHS	Transportation, Distribution, and Logistics Services/ Technology Education	Automotive Technology	Item #HYPO88113 Hypertherm Powermax45 Plasma Cutter Maine Oxy	This tool will allow students to learn welding and fabrication skills.	1 x 2,270 = 2,270
KHS	Engineering and Technology/ Technology Education	Mechanical CADD- 3D Printing	Item #LB-LGSK Laminate Table Montana Walnut Non-adjustable K-Log, Inc. (including shipping)	Improved workspace utilization for students.	6 x 458.57 = 2,751
KHS	Computer Information Systems and Communications/ Business and Finance Technology Education	Information Technology	Item #10F1S0G600 AIO Configuration 3 Thinkcentre M700z Thinkcentre Presidio	Up-to-date computer technology will enable students to achieve immediate and measurable improvement mastering a new set of digital literacy skills as part of being ready for continued studies and the workforce. Young people who are able to use information technology skillfully will have more opportunities in the workforce.	25 x 861 = 21,525
KHS	Computer Information Systems and Communication/ Business and Finance Technology Education	Information Technology	Item #20FJS3AX00 Notebook Configuration 12 Thinkpad T560P Presidio	Improvement will be measured based on the Perkins Exam. In addition to being used as an impetus for the development of relevant and ongoing course work, data is collected that is both measurable and practical. Student improvement has	5 x 990 = 4,950

				been and will continue to be measured in the following categories: Practical use of Microsoft Word, Multimedia Application use, Creation of Spreadsheets and Relevant Database creation and study. These categories require the use of a computer and software to enable a full range of assessment and learning.	
KHS	Audio Visual Tech and Film/Technology Education	Video Production I and II	Item #0G02428 G-Technology 1 TB G-Drive Mobile USB Portable Hard Drive (5400 RPM), with Square Trade Protection Plan B&H Photo and Video	This item provides practical hands-on learning for the students in these classes. This item will allow students to store large video files.	2 x 69.95 = 140
KHS	Audio Visual Tech and Film/Technology Education	Video Production I and II	Item #SDZC43 128G-A46 San Disk 128 GB CZ43 Ultra Fit USB 3.0 B&H Photo and Video	Item is used in the course of Curriculum Instruction and will provide students the ability to transport files.	5 x 32.95 = 165
KHS	Audio Visual Tech and Film/Technology Education	Video Production I and II	Item #MD564LL/A Apple USB SuperDrive with Square Trade Protection Plan B&H Photo and Video	Item is used in the course of Curriculum Instruction, and will provide students the ability to plan and burn both CDs and DVDs	3 x 77.98 = 234
KHS	Audio Visual Tech and Film/Technology Education	Video Production I and II	Item #CR-P2P Xcellon CR-P2P Portable USB 3.0 Card Reader B&H Photo and Video	Item is used in the course of Curriculum Instruction and will provide students the ability to transport files.	3 x 9.95 = 30
KHS	Audio Visual Tech and Film/Technology Education	Graphic Communications I and II	Item #SDSDXXG-032G-ANCIN SanDisk 32GB Extreme PRO UHS-I SDHC Memory Card (V30) B&H Photo and	Students will create, design, and edit graphic and print material.	6 x 22.95 = 138

			Video		
KHS	Audio Visual Tech and Film/Technology Education	Graphic Communications I and II	Item #MD463II-A Thunderbolt to Gigabit Ethernet Adapter B&H Photo and Video	Students will create, design, and edit graphic and print material.	5 x 29 = 145
KHS	Audio Visual Tech and Film/Technology Education	Graphic Communications I and II	Item # HFY822-M-B Lacie 4TB Dx Desktop Hard Drive- Thunderbolt & USB 3.0 B&H Photo and Video	Students will create, design, and edit graphic and print material.	1 x 229 = 229
KHS	Transportation, Distribution, and Logistics Services/ Technology Education	Automotive Technology	Item #DHC2 4x4' Cutting System PlasmaCam Inc. (including shipping)	Item is used in the course of Curriculum Instruction. This item will allow Auto and Woodshop classes to create enhanced student projects and collaborate with CADD class.	1 x 8,454 = 8,454
KHS	Transportation, Distribution, and Logistics Services/ Technology Education	Automotive Technology	Item #RTA Routing Attachment for 4x4' Cutting System PlasmaCam Inc.	Item is used in the course of Curriculum Instruction. This item will allow Auto and Woodshop classes to create enhanced student projects and collaborate with CADD class.	1 x 495 = 495
KHS	Transportation, Distribution, and Logistics Services/ Technology Education	Automotive Technology	Item #H45 45 Amp High Performance Cutter for 4x4' Cutting System PlasmaCam Inc.	Item is used in the course of Curriculum Instruction. This item will allow Auto and Woodshop classes to create enhanced student projects and collaborate with CADD class.	1 x 2,270 = 2,270
KHS	Transportation, Distribution, and Logistics Services/ Technology Education	Automotive Technology	Item #DSU Advanced Design Software Upgrade for 4x4' Cutting System PlasmaCam Inc.	Item is used in the course of Curriculum Instruction. This item will allow Auto and Woodshop classes to create enhanced student projects and collaborate with CADD class.	1 x 998 = 998
KHS	Transportation, Distribution, and Logistics Services/ Technology Education	Automotive Technology	Item # HCB Basic Height Control for 4x4' Cutting System PlasmaCam Inc.	Item is used in the course of Curriculum Instruction. This item will allow Auto and Woodshop classes	1 x 998 = 998

				to create enhanced student projects and collaborate with CADD class.	
KHS	Transportation, Distribution, and Logistics Services/ Technology Education	Automotive Technology	Arctic Commander 200 AC Recover and Recycling Machine, NAPA Auto and Truck Parts	Ability to understand HVAC Systems ASE Certified 609.	1 x 3,899 = 3,899
KHS	Transportation, Distribution, and Logistics Services/ Technology Education	Automotive Technology	Procut PFM9.2 Series on the Car Brake Rotor Lathe, NAPA Auto and Truck Parts	Up to date knowledge currently used in dealers (Certification Available).	1 x 10,319 = 10,319
KHS	Audio Visual Tech and Film/ Technology Education	Graphic Communications	Item #W3U6902453 DF7110 Finisher- 4,000 Sheet BBI Technologies	Item is used in the course of Curriculum Instruction and provides practical hands-on learning for the students in these classes. This item will allow students to be able to print and assemble booklets and brochures in house for hands-on learning.	1 x 1,500 = 1,500
KHS	Audio Visual Tech and Film/ Technology Education	Video Production I and II	Item #1263C103 Canon EOS 80D DSLR Camera with 18-135mm Lens Video Creator Kit with Ruggard Outrigger 45 Backpack with Square Trade Protection Plan	Students will be able to record and photograph footage.	3 x 1,599 = 4,797
KHS	Audio Visual Tech and Film/ Technology Education	Video Production I and II	Item #Z0QM-MF8405 Apple 13.3" MacBook Pro Laptop Computer with Retina Display (Early 2015) with Apple Care Protection Plan B&H Photo and Video	Students will be able to work on industry standard, Macintosh computers. New computers will allow for more up to date lessons. Students will be able to edit footage, create videos and graphics	5 x 1,994 = 9,970
KHS	Audio Visual Tech and Film/ Technology Education	Video Production I and II	Apple Care Protection Plan B&H Photo and Video	This item will provide an extended warranty, including telephone support, web based support, and hardware repair	5 x 299 = 1,495

				coverage for Macintosh computers.	
KHS	Audio Visual Tech and Film/ Technology Education	Video Production I and II	Apple 13.3" MacBook Pro Laptop Computer with Retina Display (Early 2015) B&H Photo and Video	Students will be able to work on industry standard, Macintosh computers. New computers will allow for more up to date lessons. Students will be able to edit footage, create videos and graphics.	1 x 2,199 = 2,199
KHS	Audio Visual Tech and Film/ Technology Education	Video Production I and II	Apple Care Protection Plan B&H Photo and Video	This item will provide an extended warranty, including telephone support, web based support, and hardware repair coverage for Macintosh computers.	1 x 229 = 229
KHS	Audio Visual Tech and Film/ Technology Education	Video Production I and II	Item #71574-0581 Speck SeeThru Case for 13" MacBook Pro with Retina Display (Black) B&H Photo and Video	Students can properly store and protect laptop.	6 x 23.99 = 144
KHS	Audio Visual Tech and Film/ Technology Education	Video Production I and II	Item #HD04VA13MBPR Henge Docks Vertical Docking Station for 13" MacBook Pro with Retina Display B&H Photo and Video	Students can properly store and charge laptop.	6 x 119 = 714
KHS	Audio Visual Tech and Film/ Technology Education	Video Production I and II	Item #MLA02LL/A Apple Magic Mouse 2 B&H Photo and Video	Wireless mouse to use with Macintosh machines.	6 x 77.99 = 468
KHS	Audio Visual Tech and Film/ Technology Education	Video Production I and II	Item #MD826LL/A Apple Thunderbolt Cable (1.6'/0.5m, white) B&H Photo and Video	This item allows for fast data transfers.	6 x 29 = 174
KHS	Audio Visual Tech and Film/ Technology Education	Video Production I and II	Item #10032 Rain Design mStand Laptop Stand B&H Photo and Video	Item is used in the course of Curriculum Instruction.	6 x 42.03 = 252

KHS	Audio Visual Tech and Film/Technology Education	Video Production I and II	Item #99MO021901 Moshi ClearGuard Keyboard Protector for MacBook Air/Pro/Retina-13"/15"/17" B&H Photo and Video	To properly protect keyboard.	6 x 19.95 = 120
KHS	Audio Visual Tech and Film/Technology Education	Graphic Communications I and II	Item #Z0SC 27-inch iMAC Retina 5K B&H Photo and Video	Students will be able to create, design, and edit graphics and print material.	5 x 2,549 = 12,745
KHS	Audio Visual Tech and Film/Technology Education	Graphic Communications I and II	Apple Care Protection Plan for iMAC B&H Photo and Video	Students will create, design and edit graphic and print material.	1 x 169 = 169
KHS	Audio Visual Tech and Film/Technology Education	Graphic Communications I and II	Services and Support B&H Photo and Video	Students will create, design and edit graphic and print material.	1 x 845 = 845
KHS	Transportation, Distribution, and Logistics Services/Technology Education	Automotive Technology	Item #OTC3893 OTC Scan Tool Levine Autoparts	This tool will allow students to diagnose several systems for automotive repair.	1 x 2,300 = 2,300
KHS	Audio Visual Tech and Film/Technology Education	Graphic Communications II	Item # CS3552CI Color Printer BBI Technologies	Students will be able to print and assemble created print materials designed in Graphics II.	1 x 2,696 = 2,696
KHS	Audio Visual Tech and Film/Technology Education	Graphic Communications	Item #CS-3552CI Color Printer BBI Technologies	Students will increase their accuracy through visual feedback.	1 x 2,696 = 2,696
WCA	Manufacturing Production Process Development/Technology Education	Lathe II	Item #06460877 Starrett 81 Piece, 0.05 to 4", Grade 0, Steel Gage Block Set Rectangular MSC	This tool will allow students to learn precise measurements by calibrating micrometers.	1 x 1,980 = 1,980
WCA	Manufacturing Production Process Development/Technology Education	Milling II	Item #61522736 Accupro 0.02 to 0.393 and 0.078 to 0.787 Inch Collets, 43 Piece Rotary Tooling Assembly Support Kit MSC	Item is used to allow students to learn milling skills to manufacture metal parts.	1 x 2,254.80 = 2,255
WCA	Manufacturing Production Process	Benchwork	Kalamazoo Combination Disc	This item will support student skills in	1 x 1,035.80 = 1,036



	Development/ Technology Education		Sander MSC	finishing manufactured parts.	
WCA	Computer Information Systems and Communication/ Business and Finance Technology Education	Information Technology Essentials I and II	Item # 970A-G43 MSI 970A-G43- motherboard- ATX- Socket AM3+- AMD 970 CDW	Due to the growth of the student population, this equipment is necessary to provide a hands-on (lab) environment to train students for entry level positions in the information technology field.	20 x 121.99 = 2,440
WCA	Computer Information Systems and Communication/ Business and Finance Technology Education	Information Technology Essentials I and II	Item # GH24NSC0B- BUN LG GH24NSC0- DVD± RW (±R DL)/ DVD-RAM drive- Serial ATA CDW	Due to the growth of the student population, this equipment is necessary to provide a hands-on (lab) environment to train students for entry level positions in the information technology field.	20 x 16.99 = 340
WCA	Computer Information Systems and Communication/ Business and Finance Technology Education	Information Technology Essentials I and II	Item # WD3200LPCX WD Blue WD3200LPVX- hard drive- 320 GB- SATA 6Gb/s CDW	Due to the growth of the student population, this equipment is necessary to provide a hands-on (lab) environment to train students for entry level positions in the information technology field.	20 x 49.99 = 1,000
WCA	Computer Information Systems and Communication/ Business and Finance Technology Education	Information Technology Essentials I and II	Item #512-3P- 1301-KR EVGA e-GeForce 8400 GS Graphics Card - 512 MB RAM CDW	Due to the growth of the student population, this equipment is necessary to provide a hands-on (lab) environment to train students for entry level positions in the information technology field.	20 x 33.99 = 680
WCA	Computer Information Systems and Communication/ Business and Finance Technology Education	Information Technology Essentials I and II	Item # 920-002565 Logitech USB Corded Keyboard/Mouse Combo K120 CDW	Due to the growth of the student population, this equipment is necessary to provide a hands-on (lab) environment to train students for entry level positions in the	20 x 17.99 = 360

				information technology field.	
WCA	Computer Information Systems and Communication/ Business and Finance Technology Education	Information Technology Essentials I and II	Item # SV300S37A/120G Kingston SSDNow V300-solid state drive- 120 GB-SATA 6 GB/s CDW	Due to the growth of the student population, this equipment is necessary to provide a hands-on (lab) environment to train students for entry level positions in the information technology field.	20 x 63.99 = 1,280
WCA	Computer Information Systems and Communication/ Business and Finance Technology Education	Information Technology Essentials I and II	Item # TL-WN781ND TP-Link TL-WN781ND-network adapter CDW	Due to the growth of the student population, this equipment is necessary to provide a hands-on (lab) environment to train students for entry level positions in the information technology field.	20 x 17.99 = 360
WCA	Computer Information Systems and Communication/ Business and Finance Technology Education	Information Technology Essentials I and II	Item #VSK-4000E Antec Value Solution 4000E mid tower ATX CDW	Due to the growth of the student population, this equipment is necessary to provide a hands-on (lab) environment to train students for entry level positions in the information technology field and prepare them for postsecondary education by developing technical knowledge and skills in designing, developing, managing, and supporting hardware, software, and systems integration services.	20 x 32.99 = 660
WCA	Computer Information Systems and Communication/ Business and Finance Technology Education	Information Technology Essentials I and II	Item #ATX2PW500WH StarTech.com 500 Watt ATX12V 2.3 80 Plus Power Supply w/Active PFC-Power CDW	Due to the growth of the student population, this equipment is necessary to provide a hands-on (lab) environment to train students for entry level positions in the	20 x 65.99 = 1,320

				information technology field and prepare them for postsecondary education by developing technical knowledge and skills in designing, developing, managing, and supporting hardware, software, and systems integration services.	
WCA	Computer Information Systems and Communication/ Business and Finance Technology Education	Information Technology Essentials I and II	Item # GA-H81N Gigabyte GA-H81-D3 1.0 Motherboard Mini ATX LGA1150 Socket CDW	Due to the growth of the student population, this equipment is necessary to provide a hands-on (lab) environment to train students for entry level positions in the information technology field and prepare them for postsecondary education by developing technical knowledge and skills in designing, developing, managing, and supporting hardware, software, and systems integration services.	20 x 75.99 = 1,520
WCA	Computer Information Systems and Communication/ Business and Finance Technology Education	Information Technology Essentials I and II	Item #970A MSI 970A-G43 Motherboard-ATX-Socket AM3+- AMD 970 CDW	Due to the growth of the student population, this equipment is necessary to provide a hands-on (lab) environment to train students for entry level positions in the information technology field and prepare them for postsecondary education by developing technical knowledge and skills in designing, developing, managing, and	20 x 78.99 = 1,580

				supporting hardware, software, and systems integration services.	
WCA	Computer Information Systems and Communication/ Business and Finance Technology Education	Information Technology Essentials I and II	Item #BLS4G3D1609-DS1S00 Crucial- DDR3 4 GB DIMM 240 Pin CDW	Due to the growth of the student population, this equipment is necessary to provide a hands-on (lab) environment to train students for entry level positions in the information technology field and prepare them for postsecondary education by developing technical knowledge and skills in designing, developing, managing, and supporting hardware, software, and systems integration services.	40 x 32.99 = 1,320
WCA	Computer Information Systems and Communication/ Business and Finance Technology	Information Technology Essentials I and II	Item # BX80646I34170 Intel Core i3 4130 3.4 GHz Processor CDW	Due to the growth of the student population, this equipment is necessary to provide a hands-on (lab) environment to train students for entry level positions in the information technology field and prepare them for postsecondary education by developing technical knowledge and skills in designing, developing, managing, and supporting hardware, software, and systems integration services.	20 x 135.99 = 2,720
WCA	Computer Information Systems and Communication/ Business and Finance Technology	Information Technology Essentials I and II	Item #H170A MSI H170A LGA1151 Motherboard-ATX-Socket H-170 CDW	Due to the growth of the student population, this equipment is necessary to provide a hands-on (lab)	20 x 121.99 = 2,440

				environment to train students for entry level positions in the information technology field and prepare them for postsecondary education by developing technical knowledge and skills in designing, developing, managing, and supporting hardware, software, and systems integration services.	
WCA	Computer Information Systems and Communication/ Business and Finance Technology	Information Technology Essentials I and II	Item #GH24NSC0B LG GH24NSC0 Super Multi Internal DVD Drive- Black CDW	Due to the growth of the student population, this equipment is necessary to provide a hands-on (lab) environment to train students for entry level positions in the information technology field and prepare them for postsecondary education by developing technical knowledge and skills in designing, developing, managing, and supporting hardware, software, and systems integration services.	20 x 16.99 = 340
WCA	Computer Information Systems and Communication/ Business and Finance Technology	Information Technology Essentials I and II	Item #WD3200LPVX WD Blue WD3200LPVX Hard Drive-320 GB- SATA 6Gb/s CDW	Due to the growth of the student population, this equipment is necessary to provide a hands-on (lab) environment to train students for entry level positions in the information technology field and prepare them for postsecondary education by developing technical knowledge and skills	20 x 49.99 = 1,000

				in designing, developing, managing, and supporting hardware, software, and systems integration services.	
WCA	Computer Information Systems and Communication/ Business and Finance Technology	Information Technology Essentials I and II	Item #512-P3-1301-KR eVGA e-GeForce 8400 GS Graphics Card, 512 MB RAM CDW	Due to the growth of the student population, this equipment is necessary to provide a hands-on (lab) environment to train students for entry level positions in the information technology field and prepare them for postsecondary education by developing technical knowledge and skills in designing, developing, managing, and supporting hardware, software, and systems integration services.	20 x 33.99 = 680
WCA	Computer Information Systems and Communication/ Business and Finance Technology	Information Technology Essentials I and II	Item #920-002565 Logitech USB Corded Keyboard/ Mouse Combo CDW	Due to the growth of the student population, this equipment is necessary to provide a hands-on (lab) environment to train students for entry level positions in the information technology field and prepare them for postsecondary education by developing technical knowledge and skills in designing, developing, managing, and supporting hardware, software, and systems integration services.	20 x 17.99 = 360
WCA	Computer Information Systems and	Information Technology Essentials I and II	Item #SV300S37A Kingston SSDNow V300 Solid State	Due to the growth of the student population, this	20 x 63.99 = 1280

	Communication/ Business and Finance Technology		Drive- 120 GB SATA 6Gb/s CDW	equipment is necessary to provide a hands-on (lab) environment to train students for entry level positions in the information technology field and prepare them for postsecondary education by developing technical knowledge and skills in designing, developing, managing, and supporting hardware, software, and systems integration services.	
WCA	Computer Information Systems and Communication/ Business and Finance Technology	Information Technology Essentials I and II	Item #TL-WN781ND TP-Link TL WN781ND Network Adapter CDW	Due to the growth of the student population, this equipment is necessary to provide a hands-on (lab) environment to train students for entry level positions in the information technology field and prepare them for postsecondary education by developing technical knowledge and skills in designing, developing, managing, and supporting hardware, software, and systems integration services.	20 x 17.99 = 360
WCA	Early Childhood Development and Services/Family and Consumer Sciences	Child Development I	Item #10280301 RealCare Baby 3 Baby/w 5 year Warranty Reality Works (including shipping)	Measureable Improvement will result from enhanced student use of the infant simulators; they offer real life experiences that address child care skills, infant safety, etc... This technology has been used to enhance social, emotional,	18 x 788.13 = 14,186

				and physical needs through the use of interactive technology.	
WCA	Early Childhood Development and Services/Family and Consumer Sciences	Child Development I	Item #10160200 RealCare Baby Wristbands Reality Works	Measureable Improvement will result from enhanced student use of the infant simulators; they offer real life experiences that address child care skills, infant safety, etc... This technology has been used to enhance social, emotional, and physical needs through the use of interactive technology.	3 x 29 = 87
WCA	Early Childhood Development and Services/Family and Consumer Sciences	Child Development I	Item #10120399 RealCare Baby Starter Kit- Software XStick Curriculum Reality Works	Measureable Improvement will result from enhanced student use of the infant simulators; they offer real life experiences that address child care skills, infant safety, etc... This technology has been used to enhance social, emotional, and physical needs through the use of interactive technology.	1 x 519 = 519
WHS	Family and Community Services/ Family and Consumer Sciences	Clothing I	Item #808305 Diversified Woodcrafts Shain Solutions Art & Planning Table 42 x 60 x 30 School Specialty (including shipping)	This item will improve workspace utilization for students in these classes.	6 x 984.33 = 5,906
WHS	Transportation, Distribution, and Logistics Services/ Technology Education	Automotive Technology/ Advanced Automotive Technology	Item #7D746 Speedaire Filter/ Regulator/ Lubricator Grainger Supply	Replace no longer functional 45 year old air pressure regulator.	1 x 3,410 = 3,410
WHS	Audio Visual Tech and Film/ Technology Education	Video Production	Item #4922B002 Canon Professional Camcorder	The new camera will provide the students exposure to the complexity of the	3 x 1,299 = 3,897



			B&H Photo and Video	standard of cinematic principles. The exposure to this type of technology will give the students the opportunity to learn about the concepts and increase their knowledge and essential understandings of cinematic principles through the use of realia. The students will be able to promote deeper understanding of the use of professional equipment in the workforce by practicing and applying video production principles.	
WHS	Transportation, Distribution, and Logistics Services/ Technology Education	Automotive Technology	Item #34788 Robinair A/C Recycler Advanced Autoports	Provide students with a tool required to diagnose A/C Systems to earn ASE 609. Certification	1 x 3,499 = 3,499
WHS	Transportation, Distribution, and Logistics Services/ Technology Education	Automotive Technology	Item #HYPO88113 Hypertherm Powermax 45 Plasma Cutter Maine Oxy	This tool will allow students to learn welding and fabrication skills.	1 x 2,270 = 2,270
WHS	Transportation, Distribution, and Logistics Services/ Technology Education	Automotive Technology	Item #A10 Procut A10 On the Car Brake Lathe Procut International, LLC (including shipping)	Item is used in the course of Curriculum Instruction and provides practical hands-on learning for the students in these classes.	1 x 11,820 = 11,820
WHS	Transportation, Distribution, and Logistics Services/ Technology Education	Automotive Technology/ Advanced Auto	Item #PP923 PicoScope 4 Channel Oscilloscope Standard Kit AESWave (including shipping)	This tool will allow students to diagnose vehicle issues electronically. They will be able to measure and see electrical wave forms generated by vehicle operation. It is used in conjunction with the ThinkPad T560p laptop computer.	1 x 2,561 = 2,561

## Appendix A: Size, Scope, and Quality – Secondary

The Carl D. Perkins Career and Technical Education Act of 2006 (Perkins) provides funding for Career and Technical Education (CTE) in secondary schools. Perkins Grant funding is intended to improve or develop new CTE programs at the secondary level that are relevant and challenging. Perkins supports career and technical education that prepares students for post-secondary education resulting in an industry certification, an associate or baccalaureate degree, and leads to employment in high-skill, high-wage, high-demand careers. Carl D. Perkins Grants are not entitlements. To be eligible for funding of their CTE programs, Connecticut high schools must meet both federal and state requirements under the law.

Connecticut has defined the **size, scope and quality** of Connecticut Secondary CTE programs that must be met each year in order to be eligible for Perkins funding:

### Size

- Each comprehensive high school within a district or consortium must offer at least three of the seven recognized state CTE programs, and one area must be an assessed area:

Agriculture Education  
Cooperative Work Education  
Business and Finance Technology Education  
Family and Consumer Sciences

Marketing Education  
Medical Careers  
Technology Education

- A minimum of two (2) courses must be offered within each program area (with the exception of a course that leads to a certification) in order to be considered a Pathway.
- Each district, including charter and magnet schools, must qualify for a minimum allocation of \$15,000 or join in a consortium with another eligible district(s) to meet the minimum allocation requirement.

### Scope

- Each district high school/college must implement its existing career pathway as found in the Connecticut Career Cluster Chart and add at least one additional career pathway/program of study.
- All secondary districts must offer at least one Career and Technical Student Organization (CTSO) and show progress in establishing new CTOS in other CTE program areas.
- A consortium shall operate only **joint projects** that serve all the secondary districts or colleges participating in the consortium. Funds allocated to a consortium shall be used only for purposes and **programs that are mutually beneficial to all members** of the consortium and can be used only for programs authorized under this title. Such funds may **not** be reallocated to individual members of the consortium for the purpose of funding programs and/or activities that benefit only those individual members of the consortium. All members of the consortium must meet the eligibility requirements.
- Each secondary district must offer the minimum number of courses and assessments in at least one area.

### Quality

- Eligible programs must be taught by certified CTE teachers or interdisciplinary/team curriculum projects involving both CTE and academic staff.
- All grantees are required to continue working with the partnership/advisory committee to serve in an advisory capacity. One or more committees may be established to provide support to all seven program areas.

**Appendix B: Equipment Request Form  
Grant Period 2017-18**

1. Prepare a separate Equipment Request Form for each cluster.
2. Single component items under \$1,000 (with the exception of computers) should not be coded as equipment unless all the component items comprise a larger piece of equipment and have a useful life of one year or more. Items that do not meet the definition of equipment are to be coded as instructional supplies.

Grantee: Waterbury Public Schools	Address: 236 Grand Street, 1 <sup>st</sup> Floor Waterbury, CT 06702	Date Submitted:
Name of Person Completing Forms: Louise Allen Brown	Title: Grant Writer	Telephone: 203-346-3506

Check the Career Cluster for which Equipment is being requested. Check ONE Program Area only.

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Agriculture, Food and Natural Resources                   | <input type="checkbox"/> Engineering and Technology | <input type="checkbox"/> Information Technology                     |
| <input checked="" type="checkbox"/> Arts, Audio/Video Technology and Communication | <input type="checkbox"/> Finance                    | <input type="checkbox"/> Manufacturing                              |
| <input type="checkbox"/> Business, Management and Administration                   | <input type="checkbox"/> Health Sciences            | <input type="checkbox"/> Marketing, Sales and Service               |
| <input type="checkbox"/> Architecture and Construction                             | <input type="checkbox"/> Hospitality and Tourism    | <input type="checkbox"/> Transportation, Distribution and Logistics |
| <input type="checkbox"/> Education and Training                                    | <input type="checkbox"/> Human Services             |   |

REQUEST FOR EQUIPMENT: Enter only one type of equipment on a line.

Item No.	Description	QTY	Unit Cost	Freight/Install/ Training Charge	Total Cost	Location of Equipment
SPNL-4070	Smart 70" Interactive LCD Display	1	3,995	700	4,695	Crosby High School
	Wall mount for Smart Panel	1	125		125	Crosby High School
	25 ft. Cable Kit for Smart Panel	1	125		125	Crosby High School
W3U690 2453	DF7110 Finisher- 4,000 Sheet	1	1,500		1,500	Kennedy High School
1263C10 3	Canon EOS 80D DSLR Camera with 18-135mm Lens Video Creator Kit	3	1,599		4,797	Kennedy High School
Z0QM- MF8405	Apple 13.3" MacBook Pro Laptop Computer with Retina Display (Early 2015)	5	1,994		9,970	Kennedy High School
	Apple Care Protection Plan	5	299		1,495	Kennedy High School
	Apple 13.3" MacBook Pro Laptop Computer with Retina Display (Early 2015)	1	2,199		2,199	Kennedy High School

	Apple Care Protection Plan	1	229		229	Kennedy High School
71574-0581	Speck SeeThru Case for 13" MacBook Pro with Retina Display (Black)	6	23.99		144	Kennedy High School
HD04VA13MBPR	Henge Docks Vertical Docking Station for 13" MacBook Pro with Retina Display	6	119		714	Kennedy High School
MLA02LL/A	Apple Magic Mouse 2	6	77.99		468	Kennedy High School
MD826L/L/A	Apple Thunderbolt Cable (1.6'/0.5m, white)	6	29		174	Kennedy High School
10032	Rain Design mStand Laptop Stand	6	42.03		252	Kennedy High School
99MO021901	Moshi ClearGuard Keyboard Protector for MacBook Air/Pro/Retina- 13"/15"/17"	6	19.95		120	Kennedy High School
Z0SC	27-inch iMac Retina 5K	5	2,549		12,745	Kennedy High School
	Apple Care Protection Plan for iMac	1	169		169	Kennedy High School
	Services and Support	1	845		845	Kennedy High School
CS3552CI	Color Printer	2	2696		5,392	Kennedy High School
4922B002	Canon Professional Camcorder	3	1,299		3,897	Wilby High School
0G02428	G-Technology 1 TB G-Drive Mobile USB Portable Hard Drive (5400 RPM) with Square Trade Protection Plan	2	70		140	Kennedy High School
SDZC43128G-A46	San Disk 128 GB CZ43 Ultra Fit USB 3.0	5	33		165	Kennedy High School
MD564L/L/A	Apple USB SuperDrive with Square Trade Protection Plan	3	78		234	Kennedy High School

CR-P2P	Xcellon CR-P2P Portable USB 3.0 Card Reader	3	10		30	Kennedy High School
SDSDXX G-032- ANCIN	SanDisk 32GB Extreme PRO UHS-I SDHC Memory Card (V30)	6	23		138	Kennedy High School
MD463II- A	Thunderbolt to Gigabit Ethernet Adapter	5	29		145	Kennedy High School
HFY822- M-B	Lacie 4TB Dx Desktop Hard Drive- Thunderbolt & USB 3.0	1	229		229	Kennedy High School

TOTAL EQUIPMENT REQUEST: \$51,136 \_\_\_\_\_ TOTAL EQUIPMENT APPROVED: \$ \_\_\_\_\_

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Approved by SDE Consultant

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Date

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Original Requested Amount

\_\_\_\_\_  
Amended Requested Amount

**Appendix B: Equipment Request Form  
Grant Period 2017-18**

1. Prepare a separate Equipment Request Form for each cluster.
2. Single component items under \$1,000 (with the exception of computers) should not be coded as equipment unless all the component items comprise a larger piece of equipment and have a useful life of one year or more. Items that do not meet the definition of equipment are to be coded as instructional supplies.

Grantee: Waterbury Public Schools	Address: 236 Grand Street, 1 <sup>st</sup> Floor Waterbury, CT 06702	Date Submitted:
Name of Person Completing Forms: Louise Allen Brown	Title: Grant Writer	Telephone: 203-346-3506

Check the Career Cluster for which Equipment is being requested. Check ONE Program Area only.

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Agriculture, Food and Natural Resources        | <input type="checkbox"/> Engineering and Technology | <input type="checkbox"/> Information Technology                     |
| <input type="checkbox"/> Arts, Audio/Video Technology and Communication | <input type="checkbox"/> Finance                    | <input type="checkbox"/> Manufacturing                              |
| <input type="checkbox"/> Business, Management and Administration        | <input type="checkbox"/> Health Sciences            | <input type="checkbox"/> Marketing, Sales and Service               |
| <input type="checkbox"/> Architecture and Construction                  | <input type="checkbox"/> Hospitality and Tourism    | <input type="checkbox"/> Transportation, Distribution and Logistics |
| <input checked="" type="checkbox"/> Education and Training              | <input type="checkbox"/> Human Services             |   |

REQUEST FOR EQUIPMENT: Enter only one type of equipment on a line.

Item No.	Description	QTY	Unit Cost	Freight/Install/ Training Charge	Total Cost	Location of Equipment
1028030 1	RealCare Baby 3 Baby/w 5 year Warranty	18	749	704	14,186	Waterbury Career Academy
1016020 0	RealCare Baby Wristbands	3	29		87	Waterbury Career Academy
1012039 9	RealCare Baby Starter Kit-Software XStick Curriculum	1	519		519	Waterbury Career Academy

TOTAL EQUIPMENT REQUEST: \$14,792 TOTAL EQUIPMENT APPROVED: \$ \_\_\_\_\_

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Approved by SDE Consultant

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Date

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Original Requested Amount

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Amended Requested Amount

**Appendix B: Equipment Request Form  
Grant Period 2017-18**

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- |   |  |   |
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| <input type="checkbox"/> Education and Training                         | <input type="checkbox"/> Human Services                        |   |

REQUEST FOR EQUIPMENT: Enter only one type of equipment on a line.

Item No.	Description	QTY	Unit Cost	Freight/Install/ Training Charge	Total Cost	Location of Equipment
	Ultimaker 3 3D Printer Dual Head 3D Printer	2	3,549		7,098	Crosby High School
LB-LGSK	Laminate Table Montana Walnut Non-adjustable	6	394	387	2,751	Kennedy High School

TOTAL EQUIPMENT REQUEST: \$9,849 TOTAL EQUIPMENT APPROVED: \$ \_\_\_\_\_

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Approved by SDE Consultant

\_\_\_\_\_  
Date

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Original Requested Amount

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**Appendix B: Equipment Request Form  
Grant Period 2017-18**

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| <input type="checkbox"/> Architecture and Construction                  | <input checked="" type="checkbox"/> Hospitality and Tourism | <input type="checkbox"/> Transportation, Distribution and Logistics |
| <input type="checkbox"/> Education and Training                         | <input type="checkbox"/> Human Services                     |   |

REQUEST FOR EQUIPMENT: Enter only one type of equipment on a line.

Item No.	Description	QTY	Unit Cost	Freight/Install/ Training Charge	Total Cost	Location of Equipment
	Electric Convection Oven	1	6,628	450	7,078	Crosby High School
	Countertop Griddle	1	2,352		2,352	Crosby High School
	Induction Hotplate	1	3,700		3,700	Crosby High School
	Planetary Mixer	1	2,356.67		2,357	Crosby High School

TOTAL EQUIPMENT REQUEST: \$15,487 TOTAL EQUIPMENT APPROVED: \$ \_\_\_\_\_

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Approved by SDE Consultant

\_\_\_\_\_  
Date

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Original Requested Amount

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**Appendix B: Equipment Request Form  
Grant Period 2017-18**

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| <input type="checkbox"/> Business, Management and Administration        | <input type="checkbox"/> Health Sciences            | <input type="checkbox"/> Marketing, Sales and Service               |
| <input type="checkbox"/> Architecture and Construction                  | <input type="checkbox"/> Hospitality and Tourism    | <input type="checkbox"/> Transportation, Distribution and Logistics |
| <input type="checkbox"/> Education and Training                         | <input checked="" type="checkbox"/> Human Services  |   |

REQUEST FOR EQUIPMENT: Enter only one type of equipment on a line.

Item No.	Description	QTY	Unit Cost	Freight/Install/ Training Charge	Total Cost	Location of Equipment
818305	Diversified Woodcrafts Shain Solutions Art & Planning Table 42x60x30	6	863.73	723.60	5,906	Wilby High School

TOTAL EQUIPMENT REQUEST: \$5,906 \_\_\_\_\_ TOTAL EQUIPMENT APPROVED: \$ \_\_\_\_\_

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Approved by SDE Consultant

\_\_\_\_\_  
Date

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Original Requested Amount

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| <input type="checkbox"/> Business, Management and Administration        | <input type="checkbox"/> Health Sciences            | <input type="checkbox"/> Marketing, Sales and Service               |
| <input type="checkbox"/> Architecture and Construction                  | <input type="checkbox"/> Hospitality and Tourism    | <input type="checkbox"/> Transportation, Distribution and Logistics |
| <input type="checkbox"/> Education and Training                         | <input type="checkbox"/> Human Services             |   |

REQUEST FOR EQUIPMENT: Enter only one type of equipment on a line.

Item No.	Description	QTY	Unit Cost	Freight/Install/ Training Charge	Total Cost	Location of Equipment
10F1S0G 600	AIO Configuration #3 Thinkcentre M700z	30	861		25,830	Crosby High School
#CZ255A	HP Color LaserJet M651n	1	1,218		1,218	Crosby High School
10F1S0G 600	AIO Configuration 3 Thinkcentre M700z Thinkcentre	25	861		21,525	Kennedy High School
20FJS3A X00	Notebook Configuration 12 Thinkpad T560P	5	990		4,950	Kennedy High School
970A- G43	MSI 970-A G43 Motherboard ATX- Socket AM3+-AMD970	20	122		2,440	Waterbury Career Academy
GH24NSC 0B-BUN	LG GH24NSC0- DVD ± RW (±R DL)/ DVD-RAM drive- Serial ATA	20	17		340	Waterbury Career Academy
WD3200 LPCX	WD Blue WD3200LPVX- hard drive – 320 GB- SATA 6Gb/s	20	50		1,000	Waterbury Career Academy
512-3P- 1301-KR	EVGA e-GeForce 8400 GS Graphics Card- 512 MB RAM	20	34		680	Waterbury Career Academy
920-	Logitech USB Corded	20	18		360	Waterbury Career Academy

002565	Keyboard/Mouse Combo K120					
SV300S3 7A	Kingston SSDNow B300- Solid State Drive- 120 GB- SATA 6 GB/s	20	64		1,280	Waterbury Career Academy
TL- WN781ND	TP-Link TL- WN781ND- network adapter	20	18		360	Waterbury Career Academy
VSK- 4000E	Antec Value Solution 4000E mid tower ATX	20	33		660	Waterbury Career Academy
ATX2PW 500WH	StarTech.com 500 Watt ATX12V 2.3 80 Plus Power Supply w/ Active PFC- Power	20	66		1,320	Waterbury Career Academy
GA- H81N	Gigabyte GA-H81-D3 1.0 Motherboard Mini ATX LGA1150 Socket	20	76		1,520	Waterbury Career Academy
970A	MSI 970A-G43 Motherboard-ATX-Socket AM3± AMD 970	20	79		1,580	Waterbury Career Academy
BLS4G3D 1609- DS1S00	Crucial- DDR3 4 GB DIMM 240 Pin	40	33		1,320	Waterbury Career Academy
BX80646I 34170	Intel Core I3 4130 3.4 GHz Processor	20	136		2,720	Waterbury Career Academy
H170A	MSI H170A LGA1151 Motherboard- ATX-Socket H-170	10	122		2,440	Waterbury Career Academy
GH24NS C0B	LG GH24NSc0 Super Multi internal DVD Drive-Black	20	17		340	Waterbury Career Academy
WD3200 LPVX	WD Blue WD3200LPVX Hard Drive- 320 GB-SATA 6Gb/s	20	50		1,000	Waterbury Career Academy
512-P3- 1301-KR	eVGA e-GeForce 8400 GS Graphics Card 512 MB RAM	20	34		680	Waterbury Career Academy
920- 002565	Logitech USB Corded Keyboard/Mouse Combo	20	18		360	Waterbury Career Academy
SV300S3 7A	Kingston SSDNow B300- Solid State Drive- 120 GB- SATA 6 GB/s	20	64		1280	Waterbury Career Academy
TL- WN781ND	TP-Link TL- WN781ND- network adapter	20	18		360	Waterbury Career Academy

TOTAL EQUIPMENT REQUEST: \$75,563 \_\_\_\_\_

TOTAL EQUIPMENT APPROVED: \$ \_\_\_\_\_

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Approved by SDE Consultant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Original Requested Amount

\_\_\_\_\_  
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**Appendix B: Equipment Request Form  
Grant Period 2017-18**

1. Prepare a separate Equipment Request Form for each cluster.
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- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Agriculture, Food and Natural Resources        | <input type="checkbox"/> Engineering and Technology | <input type="checkbox"/> Information Technology                     |
| <input type="checkbox"/> Arts, Audio/Video Technology and Communication | <input type="checkbox"/> Finance                    | <input checked="" type="checkbox"/> Manufacturing                   |
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| <input type="checkbox"/> Education and Training                         | <input type="checkbox"/> Human Services             |   |

REQUEST FOR EQUIPMENT: Enter only one type of equipment on a line.

Item No.	Description	QTY	Unit Cost	Freight/Install/ Training Charge	Total Cost	Location of Equipment
6152273 6	Accupro 0.02 to 0.393 and 0.078 to 0.787 Inch Collets, 43 Piece Rotary Tooling Assembly Support Kit	1	2,255		2,255	Waterbury Career Academy
	Kalamazoo Combination Disc Sander	1	1,036		1,036	Waterbury Career Academy
0646087 7	Starrett 81 Piece, 0.05 to 4" Grade 0, Steel Gage Block Set, Rectangular	1	1,980		1,980	Waterbury Career Academy

TOTAL EQUIPMENT REQUEST: \$5,271 TOTAL EQUIPMENT APPROVED: \$ \_\_\_\_\_

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Approved by SDE Consultant

\_\_\_\_\_  
Date

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Original Requested Amount

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| <input type="checkbox"/> Arts, Audio/Video Technology and Communication | <input type="checkbox"/> Finance                    | <input type="checkbox"/> Manufacturing   |
| <input type="checkbox"/> Business, Management and Administration        | <input type="checkbox"/> Health Sciences            | <input type="checkbox"/> Marketing, Sales and Service                          |
| <input type="checkbox"/> Architecture and Construction                  | <input type="checkbox"/> Hospitality and Tourism    | <input checked="" type="checkbox"/> Transportation, Distribution and Logistics |
| <input type="checkbox"/> Education and Training                         | <input type="checkbox"/> Human Services             |  |

REQUEST FOR EQUIPMENT: Enter only one type of equipment on a line.

Item No.	Description	QTY	Unit Cost	Freight/Install/ Training Charge	Total Cost	Location of Equipment
KRL1022 CPCM	2BK Roll CB w/2 FW DRWR ROY BLU	1	4,310		4,310	Crosby High School
M452nw	HP Color Laser Jet Pro Printer	1	215		215	Crosby High School
VCTEVA P	Evaporative Smoke Machine	1	1,676		1,676	Crosby High School
34788	Robinair A/C Recycler	1	3,499		3,499	Crosby High School
K2533-2	Lincoln Tig 225	1	2,499		2,499	Crosby High School
HYPO88 113	Hypertherm Powermax45 Plasma Cutter	1	2,270		2,270	Crosby High School
A10	Procut A10 On the Car Brake Lathe	1	11,820		11,820	Crosby High School
A10	Procut A10 On the Car Brake Lathe	1	11,820		11,820	Kennedy High School
K2533-2	Lincoln Tig 225	1	2,499		2,499	Kennedy High School
HYPO88 113	Hypertherm Powermax45 Plasma Cutter	1	2,270		2,270	Kennedy High School
DHC2	4x4' Cutting System	1	7,980	474	8,454	Kennedy High School
RTA	Routing Attachment for 4x4' Cutting System	1	495		495	Kennedy High School

H45	45 Amp High Performance Cutter for 4x4' Cutting System	1	2,270		2,270	Kennedy High School
DSU	Advanced Design Software Upgrade for 4x4' Cutting System	1	998		998	Kennedy High School
HCB	Basic Height Control for 4x4' Cutting System	1	998		998	Kennedy High School
	Arctic Commander 200 AC Recover and Recycling Machine	1	3,899		3,899	Kennedy High School
	Procut PFM9.2 Series on the Car Brake Rotor Lathe	1	10,319		10,319	Kennedy High School
OTC3893	OTC Scan Tool	1	2,300		2,300	Kennedy High School
7D746	Speedaire Filter/Regulator/Lubricator	1	3,410		3,410	Wilby High School
34788	Robinair A/C Recycler	1	3,499		3,499	Wilby High School
HYPO88113	Hypertherm Powermax45 Plasma Cutter	1	2,270		2,270	Wilby High School
A10	Procut A10 On the Car Brake Lathe	1	11,820		11,820	Wilby High School
PP923	PicoScope 4 Channel Oscilloscope Standard Kit	1	2,545	16	2,561	Wilby High School

TOTAL EQUIPMENT REQUEST: \$96,171 \_\_\_\_\_ TOTAL EQUIPMENT APPROVED: \$ \_\_\_\_\_

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Approved by SDE Consultant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Original Requested Amount

\_\_\_\_\_  
Amended Requested Amount

**CONNECTICUT STATE DEPARTMENT OF EDUCATION**

**Career and Technical Education (CTE)**

**Carl D. Perkins Continuous Improvement Plan  
Completion Forms  
Secondary Education  
2017-18**



**Carl D. Perkins Career and Technical Education  
Improvement Act of 2006**

Public Law 109-270

**Due: June 30, 2017**

**RFP 116**

**Academic Office  
Connecticut State Department of Education  
450 Columbus Boulevard, Suite 603  
Hartford, CT 06103-1841**

# CONNECTICUT STATE DEPARTMENT OF EDUCATION

**Dianna R. Wentzell**

**Commissioner of Education**

The State of Connecticut Department of Education is committed to a policy of equal opportunity/affirmative action for all qualified persons. The Department of Education does not discriminate in any employment practice, education program, or educational activity on the basis of **race, color, religious creed, sex, age, national origin, ancestry, marital status, sexual orientation, gender, gender identity or expression, disability (including, but not limited to, intellectual disability, past or present history of mental disorder, physical disability or learning disability), genetic information, or any other basis prohibited by Connecticut State and/or federal nondiscrimination laws. The Department of Education does not unlawfully discriminate in employment and licensing against qualified persons with a prior criminal conviction.** Inquiries regarding the Department of Education's nondiscrimination policies should be directed to:

Levy Gillespie  
Equal Employment Opportunity Director  
Connecticut State Department of Education  
Office of Affirmative Action  
450 Columbus Boulevard, Suite 607  
Hartford, CT 06103-1841  
860-807-2071  
[Levy.Gillespie@ct.gov](mailto:Levy.Gillespie@ct.gov)



**CARL D. PERKINS BASIC GRANT APPLICATION**  
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<b>X.</b>	<b>CTE TEACHERS AND CERTIFICATION INFORMATION CHART</b>	13	✓
<b>XI.</b>	<b>CTE CONCENTRATION AND CONCENTRATORS INFORMATION CHART</b>	14	✓
<b>XII.</b>	<b>CTSO INFORMATION CHART</b>	15	✓
<b>XIII.</b>	<b>SECONDARY CORE INDICATORS AND IMPROVEMENT PLAN</b> List the actual data using the information on the <a href="#"><u>Carl D. Perkins Information page</u></a>	16	✓

## Carl D. Perkins Grant Secondary Continuous Improvement Plan

### I: GENERAL INFORMATION

Per Section 123 of the Carl D. Perkins Career and Technical Improvement Act of 2006, the state is responsible to monitor and hold accountable all grant recipients for performance on all core indicators. Section 123 requires implementation of program improvement plans which address failure of eligible agencies to meet the state adjusted performance levels of any of the core indicators of performance. To continue funding for FY 2017-18, each district is required to complete a Continuous Improvement Plan (CIP) for the improvement of career and technical education programs and the core indicators where performance levels for 2016-17 were **not** met. If the local recipient fails to meet at least 90 percent of an agreed upon performance level for any of the indicators of performance, it will have to develop and implement an improvement plan. The State may, after an opportunity for a hearing, withhold all or part of a local recipient's funding if the local meets any one of the three criteria below:

- fails to implement the required improvement plan;
- makes no improvement within one year of implementing the improvement plan; or
- fails to meet at least 90 percent of a performance for the same performance indicator three years in a row.

The Carl D. Perkins Career and Technical Education Improvement Act of 2006 is awaiting federal reauthorization. In the meantime, the federal government will continue to provide funds under a Continuing Resolution for eligible recipients that continue to meet the nine requirements of Sec. 134 (b) below:

1. Strengthen the academic and career and technical skills of students participating in CTE programs through integration of academics with CTE programs.
2. Link CTE at the secondary and the postsecondary level, including by offering the relevant elements of not less than one program of study.
3. Provide students with strong experience in and understanding of all aspects of an industry, which may include work-based learning experiences.
4. Develop, improve, or expand the use of technology in CTE, which may include training to use technology, providing students with the skills needed to enter technology fields, and encouraging schools to collaborate with technology industries to offer internships and mentoring programs.
5. Provide in-service and preservice professional development to teachers, faculty, administrators and career guidance and academic counselors who are involved in integrated CTE programs.
6. Develop and implement evaluations of the CTE programs carried out with Perkins funds, including an assessment of how the needs of special populations are being met.
7. Initiate, improve, expand and modernize quality CTE programs, including relevant technology.
8. Provide services and activities that are sufficient size, scope and quality to be effective.
9. Provide activities to prepare special populations including single parents and displaced homemakers who are enrolled in CTE programs, for high-skill, high-wage or high-demand occupations that will lead to self-sufficiency.

**Sec. 311 (a) Supplement not Supplant** - Funds made available under this Act for career and technical education activities shall supplement, and shall not supplant, non-federal funds expended to carry out career and technical education activities and tech prep program activities.

The Continuous Improvement Plan (CIP) Summary should provide details for a comprehensive plan that describes how the high school will use Perkins funds to improve career and technical education (CTE) programs. The funds must be targeted to specific, measurable goals and objectives for the systemic improvement of student achievement and improvement of CTE programs.

Summary should articulate how the funds will be used to:

- promote accountability and program improvement at all levels;
- create stronger integration of academic and career technical teaching and learning;
- increase alignment of secondary and postsecondary education;
- strengthen links to postsecondary education, business and industry;
- improve computer and technology skills across all CTE program areas;
- review CT CTE Assessments and create strategies to improve student achievement;
- promote preparation for non-traditional fields;
- make available information about postsecondary CTE programs of study;
- provide awareness of careers associated with all CTE program areas;
- use the CTE Advisory Board to guide and improve the relevance of all CTE programs; and
- ensure that all CTE programs provide students with the skills needed to succeed in high-skill, high-wage, or high-demand occupations.

Each district, including each member of a consortium must submit the CIP, ED 114 and budget narrative, ***irrespective of means of transmittal or postmark date, by 4:30 p.m. on Friday, June 30, 2017.***

Proposals submitted become the property of the Connecticut State Department of Education and a part of the public domain. **One original** and **one copy** of all sections of the grant with **original signatures**, including the ED 114 and budget narrative, must be mailed to **Suzanne Alicea** at the address below.

**Mailing Address**

Suzanne Alicea  
Connecticut State Department of Education  
Academic Office, Suite 603  
P.O. Box 2219  
Hartford, CT 06145-2219

**Carl D. Perkins Grant Secondary**

**Continuous Improvement Plan**

**II: COVER SHEET**

Grantee : Waterbury Public Schools	
Contact: Louise Allen Brown	
Address: 236 Grand Street Waterbury, CT 06702	
E-mail: lbrown@waterbury.k12.ct.us	Phone: 203-346-3506

**Continuous Improvement Team (\*identify district team leader)**

Administrators	<p><b>Crosby High School-</b> Jade L. Gopie  <b>Kennedy High School-</b> Robert Johnston  <b>Waterbury Career Academy High School-</b> Dr. Louis A. Padua  <b>Wilby High School-</b> Michele Buerkle</p>
Teachers (Include Career Cluster or CTE program area)	<p><b>Crosby High School-</b> Wanda Faucher (Allied Health), Wanda Casey (Business Dept. Chair/CTE Test Admin.), Kirk Palladino (FCS), Paul Gwiadowski (Tech Ed. Dept. Chair)  <b>Kennedy High School-</b> Pamela O'Connor (Allied Health), Jeff Lucian (Business Dept. Chair/CTE Test Admin.), Cassandra Fann-Pierce (FCS), Don Mancuso (Tech Ed. Dept. Chair)  <b>Waterbury Career Academy High School-</b> Linda Richard (Allied Health/CTE Test Admin.), Elaine Diaz (FCS), Jose Ferreira (Infor. Tech.), Kenneth Sirois (Manufacturing)  <b>Wilby High School-</b> Lynn Palleria (Business Dept. Chair), Jeremy Rubock (Tech Ed. Dept. Chair), Dawn Kalach (Administrator/CTE Test Admin.), Anita Watkins (Teacher/CTE Test Admin.)</p>
School Counselors	<p><b>Crosby High School-</b> Lynn Cocco  <b>Kennedy High School-</b> Tagrid Mikael  <b>Waterbury Career Academy High School-</b> Nyree Toucet  <b>Wilby High School-</b> David Basile</p>
Other (community, business/industry members)	<p>Darren Schwartz, Chief Academic Officer  Waterbury Public Schools  236 Grand Street  Waterbury, CT 06702  Phone: (203) 574-8016  Email: <a href="mailto:dschwartz@waterbury.k12.ct.us">dschwartz@waterbury.k12.ct.us</a></p> <p>Steven Strand, Director of Teaching and Learning  Waterbury Public Schools  236 Grand Street  Waterbury, CT 06702  Phone: (203) 573-5057  Email: <a href="mailto:sstrand@waterbury.k12.ct.us">sstrand@waterbury.k12.ct.us</a></p> <p>Paul Whyte, Instructional Leadership Director  Waterbury Public Schools  236 Grand Street  Waterbury, CT 06702  Phone: (203) 574-8023  Email: <a href="mailto:pwhyte@waterbury.k12.ct.us">pwhyte@waterbury.k12.ct.us</a></p>

Louise Allen Brown, Grant Writer  
Waterbury Public Schools  
236 Grand Street  
Waterbury, CT 06702  
Phone: (203) 346-3506  
Fax: (203) 597-3436  
Email: [lbrown@waterbury.k12.ct.us](mailto:lbrown@waterbury.k12.ct.us)

Catherine N. Awwad, Executive Director  
Northwest Regional Workforce Investment Board  
249 Thomaston Ave.  
Waterbury, CT 06702  
Phone: (203) 574-6971 ext. 426  
Fax: (203) 573-8951

Nick Chapman, Network Technician  
Waterbury Public Schools, Computer Technology Center  
236 Grand Street  
Waterbury, CT 06702  
[nchapman@waterbury.k12.ct.us](mailto:nchapman@waterbury.k12.ct.us)

## Carl D. Perkins Grant Secondary Continuous Improvement Plan

### III: PERKINS GRANT CONTINUOUS IMPROVEMENT PLAN SUMMARY

Please provide a summary in the grid on page 8 of your district's plan for career & technical education improvement in 2017-18, including the use of Perkins grant funds. Plans must target funds to:

- address specific strategies for improvement;
- address low core indicator performance levels; and
- assure that the program is such size, scope, and quality to improve the quality of career and technical education.

### IV: QUESTIONS for PLANNING

**Effective planning for program improvement and allocation of funds includes a critical review of all CTE programs and should be performed with input from all career and technical education staff from the district, consortium or college, and other key partners. Funds should be targeted to specific program improvements and are not meant to supplement all CTE program areas every year or the same programs every year.**

1. Program Improvement - Does our district have a systematic process that brings together the entire CTE department and other key partners to identify and target funds to improve quality CTE programs? If not, how will we change the process this year?

Note: Funding shall not be for a random wish list of isolated, unmeasurable expenditures or activities that are unrelated to program improvement goals.

2. Core Indicators - How will we utilize funds to improve core indicator performance levels for 2017-18?
3. Advisory Boards - How can we better engage our CTE advisory board to assist in establishment, improvement and evaluation of our CTE programs?
4. Programs of Study (POS)/ Career Pathways - What POS do we have that link CTE at the secondary and postsecondary level? What additional POS/career pathways will we add to offer students more exposure to careers and college?
5. Work-Based Learning Experiences - What opportunities do we provide to help students gain strong experience in and understanding of all aspects of an industry, which may include work-based learning experiences?
6. Assessments - How will we utilize funds to develop and implement evaluations of the CTE programs including an assessment of how the needs of special populations are being met? Are we targeting funds for teachers to evaluate CTE assessment results to be utilized for CTE program improvement?
7. Labor Needs - What activities does our district provide to prepare students who are enrolled in CTE programs, for high-skill, high-wage, or high-demand occupations? How can funds be targeted to address those needs?
8. Professional Development - Can our professional development and staff/student travel be targeted to measurable program and student improvement?

**VI: CONTINUOUS IMPROVEMENT PLAN SUMMARY –WATERBURY PUBLIC SCHOOLS**

2017/18 Program Improvement Goals	Targeted CTE Area(s) or Pathways for this goal	Improvement Goal Steps	How will funding support Improvement Goal Steps?	Measurable Improvement Outcomes
<p>Articulate a coherent curriculum management cycle that is aligned with 2015 CT CTE Performance Standards &amp; Competencies.</p>	<p>All CTE Program Areas</p>	<p>Continuously engage in a systematic standards-based (competency-based) review, development, implementation and evaluation process.</p> <ol style="list-style-type: none"> <li>a. Deconstruct course-specific competencies; identify and deconstruct high-leverage CT Core Standards.</li> <li>b. Define CTE conceptual through-lines (CTE theory of action)</li> <li>c. Develop curricula through the context of instructional learning cycles.</li> <li>d. Develop performance tools to describe, in measurable terms, student performance.</li> </ol> <p>See FLOW CHART attached.</p>	<p>Curriculum development for all CTE areas by CTE Teacher teams led by Director of Teaching and Learning and/or his designee(s).</p>	<p>Monthly work sessions</p> <ul style="list-style-type: none"> <li>▪ Standards/Curriculum Maps</li> <li>▪ Units of Study</li> <li>▪ Instructional Rubrics/sample exemplars</li> </ul>
<p>Provide staff with on-going, responsive technical assistance and coaching</p>	<p>All CTE Program Areas</p>	<ol style="list-style-type: none"> <li>a. Design protocols to ensure that lesson outcomes (and high leverage instructional strategies) explicitly focus on grade specific standards.</li> </ol>	<p>Ongoing, job-embedded professional learning associated with core competencies</p>	<ul style="list-style-type: none"> <li>▪ Professional Development artifacts (i.e. maps, course templates)</li> <li>▪ Standards-Based unit design, evaluation</li> <li>▪ Teacher Professional Growth Plans – targeting CCS</li> </ul>

		<p>b. Monitor the fidelity of implementation of high-leverage, research-based instructional strategies based on DDDM process (instructional data teams).</p> <p>c. Support understanding of, and competency in standards-based grading.</p> <p>See FLOW CHART attached.</p>		indicators/CT CTE Competencies
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## CTE Curriculum Development FLOW CHART

1. Define CTE Through-lines	2. Deconstruct the Competencies		3. Plan the Curriculum	4. Develop Curriculum
<p>Articulate Dept. vision</p> <ul style="list-style-type: none"> <li>● Define CTE EQ</li> </ul> <p>Identify CTE <u>through-lines</u> and associated core domain EQs</p> <p>Identify an overarching EQ for each discipline:</p> <ul style="list-style-type: none"> <li>● FCS</li> <li>● AH</li> <li>● Business and Finance Technology</li> <li>● Tech Ed</li> </ul> <p>Core skill domains: (from Wagner)</p> <ol style="list-style-type: none"> <li>1. Formulate good questions</li> <li>2. Communicate in groups and lead by influence</li> <li>3. Be agile and adaptable</li> <li>4. Take initiative and be entrepreneurial</li> </ol>	<p>For each discipline/course:</p> <ul style="list-style-type: none"> <li>● Define the competencies and indicators (skills/concepts)</li> <li>● Articulate/Define vocabulary</li> <li>● Brainstorm EQs that represent the competencies and indicators</li> <li>● Associate/articulate CCS within the competencies where applicable and if warranted</li> <li>● Define high-leverage CCS as designated through-line competencies</li> <li>● Identify pre-requisite skills (from the competencies) for students to acquire through middle school CTE courses</li> </ul> <p>Business:</p> <ul style="list-style-type: none"> <li>● CIS</li> <li>● Marketing</li> <li>● Personal Finance</li> <li>● Business Management</li> <li>● Accounting</li> </ul> <p>FCS:</p> <ul style="list-style-type: none"> <li>● Nutrition and Food Production</li> <li>● Culinary and Food Production</li> <li>● Textiles and Design</li> </ul>	<p>Review and refine work to create a “parent doc” of EQs / content for each discipline/ course</p>	<p>Map content</p> <ul style="list-style-type: none"> <li>● Define CTE Program of Study for middle and high school</li> <li>● Map progression of content for middle school</li> <li>● Define curr. pathways</li> <li>● Map courses for high school</li> </ul>	<p>Draft Unit 1</p> <ul style="list-style-type: none"> <li>● Templates</li> <li>● Core Resources</li> <li>● Assessment</li> </ul>

<p>5. Effective written and oral communication skills</p> <p>6. Know how to access and analyze information</p> <p>7. Be creative and imaginative</p>	<ul style="list-style-type: none"><li>● Early Childhood Education and Services</li></ul> <p>Tech Ed:</p> <ul style="list-style-type: none"><li>● Automotive</li><li>● CADD</li><li>● Video Production</li><li>● Wood</li><li>● Engineering</li></ul> <p>Allied Health:</p> <ul style="list-style-type: none"><li>● Medical Careers Education</li></ul>			
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## Continuous Improvement Plan Templates

### VII: REQUIRED USES OF FUNDS

Each local recipient receiving Carl D. Perkins funds must use the funds to improve CTE programs as described in Section 135 below:

1. Strengthen the academic and career and technical skills of students participating in CTE programs through integration of academics with CTE programs.
2. Link CTE at the secondary and the postsecondary level, including by offering the relevant elements of not less than one program of study.
3. Provide students with strong experience in and understanding of all aspects of an industry, which may include work-based learning experiences.
4. Develop, improve, or expand the use of technology in CTE, which may include training to use technology, providing students with the skills needed to enter technology fields, and encouraging schools to collaborate with technology industries to offer internships and mentoring programs.
5. Provide in-service and preservice professional development to teachers, faculty, administrators and career guidance and academic counselors who are involved in integrated CTE programs.
6. Develop and implement evaluations of the CTE programs carried out with Perkins funds, including an assessment of how the needs of special populations are being met.
7. Initiate, improve, expand and modernize quality CTE programs, including relevant technology.
8. Provide services and activities that are sufficient size, scope and quality to be effective.
9. Provide activities to prepare special populations including single parents and displaced homemakers who are enrolled in CTE programs, for high-skill, high-wage or high-demand occupations that will lead to self-sufficiency.

**For 2017-18, please provide details specifically related to how you implement requirements in your CTE programs for the following:**

**Section 135 (7)** Initiate, improve, expand and modernize quality CTE programs, including relevant technology.

The Waterbury Public Schools CTE Council will continue to convene on a regular basis in 2017/18 to revise curricula in every content area. The CTE Council is made up of Tech Ed, Business, Family Consumer Science, and Allied Health committees. The goals of curriculum revision are:

1. To design and implement an iterative, ongoing curriculum management cycle for all CTE content areas.
2. To devise responsive and enriching professional learning to coincide with the demand for high-skill, high-wage and high-demand occupations.
3. To closely align curricula with the 2015 Performance Standards and Competencies, and improve student participation and performance on State testing.
4. To better prepare students for the 21<sup>st</sup> century workplace by providing them with relevant experiences and access to contemporary technology through the context of rigorous curriculum.
5. To eliminate outdated courses and replace with more relevant and engaging classes.

Accordingly, modernizing technology, as well as building capacity in relation to digital literacy, leads to better preparing our students for the 21<sup>st</sup> century workplace. This includes providing context and programming to social, political, professional, legal and economic factors which define the digital world in which we live. Examples include improvements in our computer information systems to enable students to build a new set of digital literacy skills. New 3-D printers will allow students to design and build parts for robotics and other unique projects. New industry-standard

software will allow automotive students to diagnose problems in an accurate and rapid manner. Resources/texts for our new Sports and Entertainment class will prepare students for this engaging and expanding field.

Our “global-ready” programming focuses on:

- Integration of academic and technical learning
- Development of ethics related to employment expectations
- Focus on cultural competencies as well as social integration

## Continuous Improvement Plan Templates

### VII: REQUIRED USES OF FUNDS continued

**Section 135 (9)** Provide activities to prepare special populations\* including single parents and displaced homemakers who are enrolled in CTE programs, for high-skill, high-wage or high-demand occupations that will lead to self-sufficiency.

Address one or more of the following:

- how your programs are designed to enable the special populations to meet the core indicator performance levels;
- how funds provide activities to prepare special populations for high skill, high-wage or high-demand occupations that lead to self-deficiency. Refer to <http://www1.ctdol.state.ct.us/lmi/index.asp>; and
- how your district ensures that individuals who are members of special populations will not be discriminated against based on their status as members of the special population.

Note:

\* The term includes individuals with disabilities; individuals from economically disadvantaged families, including foster children; individuals preparing for nontraditional fields; single parents\*\*, including single pregnant women; displaced homemakers; and individuals with limited English proficiency.

\*\* single parents refer to students that are single parents

All programs are designed to promote individualized learning; built-in scaffolds are in place to help teachers differentiate the content, process, or product of essential learning experiences tied to the curriculum in order to enable the special populations to meet the core indicator performance levels. Students are able to work at their own pace, conferencing with teachers and receiving feedback on their work in order to propel them to improve their skills and gain further content knowledge.

Funds are allocated to CTE content areas and teachers in order to provide students experiences and activities that prepare special populations specifically for high skill, high-wage, or high-demand occupations in Connecticut. Our programs prepare students for some of the fastest growing jobs and careers in the state, such as nurse practitioners, web developers, personal financial advisors, computer systems analysts, home health aides, personal care aides, computer-controlled machine tool operators, mechanical engineers, nursing instructors and teachers, postsecondary (Connecticut Department of Labor). Our allied health, family consumer science, technical education and business classes all provide real-world experiences geared toward not only exposing students to these occupations, but also building their skills so they become desirable members of the workforce. Activities include:

- onsite exposure and training to local industries;
- simulated real-world experiences in the classroom;
- partnerships with local colleges and technical schools to provide students post-secondary training while in high school; and

- hosting and attending industry expositions on local business, industries, and job opportunities.

All of these experiences are geared toward “leveling the playing field”: providing knowledge and exposure to the students of special populations that they would not otherwise have and providing hands-on, real-world training and experiences that boost their skills.

All special population students in the Waterbury public schools have equal and open access to every CTE class. Administrators and school counselors do not discriminate against any group or class of students when scheduling classes. For example, our population of students from economically disadvantaged families is sufficiently high that 100 percent receive free or reduced lunch, guaranteeing open access in that category. Our CTE classes have high numbers of special education students, with 1065 enrolled in CTE courses for the current school year. Of this total, 67% are in Tech Ed classes, 14% in Business, and 19% in Family and Consumer Science.

District policy mandates open access to all courses including CTE as follows:

The Waterbury Public Schools do not discriminate in admission to, access to, treatment in, or employment in its services, programs, and activities, on the basis of race, color, or national origin, in accordance with Title VI of the Civil Rights Act of 1964 (Title VI); on the basis of sex, in accordance with Title IX of the Education Amendments of 1972 (Title IX); on the basis of disability, in accordance with Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990 (ADA); on the basis of age, in accordance with the Age Discrimination Act of 1975 (Age Discrimination Act); gender identity and expression, (PA 11- 55); or any other protected status, such as sexual orientation. The District provides equal access to the Boy Scouts and other designated youth groups.

**Continuous Improvement Plan Templates**

**VIII: CTE ADVISORY BOARD INFORMATION CHART**

Name of Advisory Committee Member (*new member as of 3/15/2017)	Organization/Agency Member Represents  *Indicate if parent or student	Career and Technical Area Represented by This Member
Steve Strand	Waterbury Public Schools: Central Office	N/A
John Reed	WPS: Central Office	N/A
Susan Damato	WPS: NEMS	CIS/Business
Wanda Casey	WPS: CHS	Business
Anita Watkins	WPS: Wilby	Family Consumer Science
Linda Richard	WPS: WCA	Allied Health
Thomas Van Stone	BOE	N/A
Juanita Hernandez	BOE	N/A
Lenora Whitaker*	WPS: Central Office	N/A
Angela Holmes*	Waterbury Hospital	Allied Health
David Krechevsky*	Waterbury Regional Chamber of Commerce	N/A
Richard DuPont*	President, Resource Development Associates	Manufacturing
Joseph Defeo*	NVCC Advanced Manufacturing Center	Manufacturing

Dates 2016-17 Advisory Committee Meetings were Held and Focus/Topics	Meeting Dates scheduled for 2017-18 <u>and</u> Focus/Topics
In 2016: 9/12, 9/19, 9/28, 10/5, 10/12, 10/19, 11/3, 11/8, 11/16 In 2017: 1/23, 1/30, 2/1, 2/8, 3/1, 3/8	Twice monthly September through May
Focus: Curriculum Development	Focus: Curriculum Development, alignment of instruction with job market needs.

In what ways does your advisory board assist in establishment, operation and evaluation of your CTE programs?

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If more than one CTE advisory board is active, then please fill out additional copies of this page.

**Continuous Improvement Plan Templates  
IX: CTE COURSE INFORMATION CHART**

- Please list all Career & Technical Education courses offered in your district by secondary school – complete a separate form for each school.
- List each Cluster and/or Area of Concentration, with all associated courses for that area listed.
- Enrollment should be a total of all students in each course and is a total of enrollment in all sections of that course. Courses should not be combined if they are separate titles, i.e., CAD1 and CAD2 should not be listed simply as “CAD”.

<b>Name of Secondary School:</b> Crosby High School		
<b>Career Cluster/Area of Concentration Alignment</b> For all CTE courses (if applicable) specify the Area of Concentration to which the course is aligned that includes the instructions of the competencies of the 2015 CT Performance Standards and Competencies	<b>Title of CTE Course</b>	<b>2016-17 Enrollment</b> What was the total enrollment for this course? (Count by <u>course</u> , i.e. total combined enrollment of all sections.)
Digital Video Production Systems	Video Production I	36
Digital Video Production Systems	Video Production II	7
	Graphic Communications	36
	Advanced Graphic Communications	8
Accounting	Accounting I	12
Accounting	Accounting II	0
Business Management	Business Law	14
	Entrepreneurship	23
Computer Information Systems	Intro to Tech I	213
	Intro to Tech II	200
	Computers II	11
Computer Aided Drafting and Design	Mechanical CADD I	8
Wood Technology	Construction I	62
Wood Technology	Construction II	19
	Advanced Construction	6
Early Childhood Education and Services	Child Development I	49
Early Childhood Education and Services	Child Development II	12
Personal Finance	Personal Finance	22
Medical Careers Education	Allied Health I	6
Certified Nurse Assisting (CNA)	Allied Health	0
Nutrition and Food Production	Foods I	25



	Advanced Foods I	33
	Advanced Foods II	10
Culinary and Food Production	Culinary I	41
Culinary and Food Production	Culinary II	4
	Culinary Arts NVCC	3
	Hospitality NVCC	8
	Servsafe	8
Pre-Engineering Technology	Principals of Engineering	16
	Electronics I	31
	Electronics II	3
	Technology of Computers I	11
	Technology of Computers II	3
	Digital Electronics	8
	Robotics	139
Automotive Technology	Auto Tech I	29
	Auto Tech II	13
	Advanced Auto Tech	2
Marketing Education	Marketing I	26
	Marketing II	0
Textiles and Design	Clothing I	31
Textiles and Design	Advanced Clothing	1
	Fashion Design	2

**Continuous Improvement Plan Templates  
IX: CTE COURSE INFORMATION CHART**

- Please list all Career & Technical Education courses offered in your district by secondary school – complete a separate form for each school.
- List each Cluster and/or Area of Concentration, with all associated courses for that area listed.
- Enrollment should be a total of all students in each course and is a total of enrollment in all sections of that course. Courses should not be combined if they are separate titles, i.e., CAD1 and CAD2 should not be listed simply as “CAD”.

<b>Name of Secondary School:</b> Kennedy High School		
<b>Career Cluster/Area of Concentration Alignment</b> For all CTE courses (if applicable) specify the Area of Concentration to which the course is aligned that includes the instructions of the competencies of the 2015 CT Performance Standards and Competencies	<b>Title of CTE Course</b>	<b>2016-2017 Enrollment</b> What was the total enrollment for this course? (Count by <u>course</u> , i.e. total combined enrollment of all sections.)
Video Production Systems	Video Production 1 Video Production 2 Electronics Graphic Communication 1 Graphic Communication 2	39 10 35 132 11
Accounting	Accounting 1	17
Business Management	Business Law Introduction to Business	21 23
Computer Aided Drafting and Design	Mechanical CAD 1 Architectural CAD 1 Architectural CAD 2	34 66 11
Wood Technology	Construction 1 Construction 2	75 17
Early Childhood Education and Services	Child Development 1 Child Development 2 Early Childhood Education 1 Early Childhood Education 2	127 23 58 6
Personal Finance	Personal Finance	47
Medical Careers Education	Allied Health 2	8
Certified Nurse Assistant (CAN)	Allied Health 1	11
Marketing Education	Marketing 1 Marketing 2	18 4
Computer Information Systems	Office-Word Multi-Media	247 273

	Spreadsheets	72
	Databases	70
Automotive Technology	Automotive Technology 1	74
	Automotive Technology 2	18
Textiles and Design	Clothing	45
	Advanced Clothing	19
	Fashion Design	1

**Continuous Improvement Plan Templates  
IX: CTE COURSE INFORMATION CHART**

- Please list all Career & Technical Education courses offered in your district by secondary school – complete a separate form for each school.
- List each Cluster and/or Area of Concentration, with all associated courses for that area listed.
- Enrollment should be a total of all students in each course and is a total of enrollment in all sections of that course. Courses should not be combined if they are separate titles, i.e., CAD1 and CAD2 should not be listed simply as “CAD”.

<b>Name of Secondary School:</b> Waterbury Career Academy		
<b>Career Cluster/Area of Concentration Alignment</b> For all CTE courses (if applicable) specify the Area of Concentration to which the course is aligned that includes the instructions of the competencies of the 2015 CT Performance Standards and Competencies	<b>Title of CTE Course</b>	<b>2016-2017 Enrollment</b> What was the total enrollment for this course? (Count by <u>course</u> , i.e. total combined enrollment of all sections.)
<b>Computer Information Systems</b>	Prog. Micro Controller	39
	Prog. Micro Controller II	44
	AP Computer Science	10
	Electronics I	29
	Electronics II	30
	IT Essentials Cisco	26
	IT Essentials Cisco II	34
<b>Business Management</b>	Microsoft Multimedia	108
	Microsoft Word	30
	Introduction to Business NVCC	25
<b>Marketing</b>	Marketing I NVCC	14
<b>Medical Careers Education</b>	Foundations of Health Science and Technology	81
	Medical Assistant	60
	Nurse Assistant	16
	Health and Wellness	37
	Pharmacy Technician	18
<b>Early Childhood Education Services</b>	Child Development I	53
	Child Development II	53
	Development Through Life	11
	Exceptional Child/Para Professional	34
	Internship	23
	Human Relations	49
<b>Computer Aided Drafting and Design</b>	NVCC-Benchwork	41
	NVCC-Grinding	41

	NVCC-Lathe I	51
	NVCC-Lathe II	35
	NVCC-Milling I	51
	Mechanical CAD	62
	NVCC-CAD I	13
	NVCC-Milling II	34
	NVCC- Sawing and Drilling	42
	NVCC-CNC I	40

**Continuous Improvement Plan Templates  
IX: CTE COURSE INFORMATION CHART**

- Please list all Career & Technical Education courses offered in your district by secondary school – complete a separate form for each school.
- List each Cluster and/or Area of Concentration, with all associated courses for that area listed.
- Enrollment should be a total of all students in each course and is a total of enrollment in all sections of that course. Courses should not be combined if they are separate titles, i.e., CAD1 and CAD2 should not be listed simply as “CAD”.

<b>Name of Secondary School:</b> Wilby High School		
<b>Career Cluster/Area of Concentration Alignment</b> For all CTE courses (if applicable) specify the Area of Concentration to which the course is aligned that includes the instructions of the competencies of the 2015 CT Performance Standards and Competencies	<b>Title of CTE Course</b>	<b>2016-17 Enrollment</b> What was the total enrollment for this course? (Count by <u>course</u> , i.e. total combined enrollment of all sections.)
Culinary and Food Production	Culinary I	37
	Culinary II (Naugatuck Community College)	24
Early Childhood Education and Services	Child Development I	43
	Child Development II	10
Nutrition and Food Production	Foods I	110
	Advanced Foods	17
	Hospitality (Naugatuck Community College)	7
Textiles and Design	Clothing I	93
	Advanced Clothing	16
	Fashion Design	8
Automotive Technology	Advanced Automotive	17
Wood Technology	Construction 2	15
Wood Technology	Advanced Construction	10
Computer Information Systems	Intro to Technology I (Fall Semester)	256
Computer Information Systems	Intro to Technology II (Spring Semester)	256
Business Management	Business Management I	43
Computer Information Systems	Keyboarding	53
Marketing Education	Marketing I	14
Personal Finance	Personal Finance	43
Certified Nurse Assisting (CNA)	Allied Health I	13
Certified Nurse Assisting (CNA)	Allied Health II	15
Pre-Engineering Technology	Engineering Design	17
Computer Aided Drafting and Design	Mechanical CAD I	13

	Electronics	17
	Graphic Technology I	30
	Graphics 2 Yearbook	24
	Yearbook Production	5
Video Production Systems	Video Production I	59
Computer Information Systems	Web Design Exploratory	20
Wood Technology	Construction Exploratory	15

**Continuous Improvement Plan Templates  
X: CTE TEACHERS AND CERTIFICATION  
INFORMATION CHART**

Please list all CTE teachers for all CTE courses offered in your school district by school. Include each CTE teacher's certification number(s) and e-mail address. Create a separate chart for each school.

<b>Name of Secondary School:</b> Crosby High School			
<b>Name of CTE Teacher</b>	<b>CT Certification Endorsement number(s)</b>	<b>CTE Courses Taught</b>	<b>Teacher E-mail</b>
Wanda Casey	010, 092	Intro to Technology	wcasey@waterbury.k12.ct.us
John Dillon	089, 090, 085	Personal Finance, Intro to Tech, Business Law	jdillon@waterbury.k12.ct.us
Diane Forte	010, 013	Intro to Tech, Entrepreneurship	dforte@waterbury.k12.ct.us
Lisa Swanson	010, 013	Marketing I, Accounting I, Intro to Tech, Keyboarding 1A	lswanson@waterbury.k12.ct.us
Diana Byrd	010	Intro to Tech I and II, International Business	dbyrd@waterbury.k12.ct.us
Catherine Ieronimo	010, 089	Intro to Tech, Computers II	cieronimo@waterbury.k12.ct.us
Wanda Faucher	103, 108, 109	Allied Health I	wfaucher@waterbury.k12.ct.us
John Alfredson	047	Video Production I and II	jalfredson@waterbury.k12.ct.us
Jeanne Bissonnette	047	Mechanical CADD I and II, Robotics	jbissonnette@waterbury.k12.ct.us
David Jurewicz	047, 092, 600	Principles of Engineering, Robotics	djurewicz@waterbury.k12.ct.us
Robert Stevens	047	Auto Tech I and II, Advanced, Robotics	rstevens@waterbury.k12.ct.us
Kevin Sudell	098	Construction I, II, II, Advanced	ksudell@waterbury.k12.ct.us
Paul Gwiazdoski	047, 092, 600	Graphic Communications and Advanced Graphic Comm.	pgwiazdoski@waterbury.k12.ct.us
Kevin Buda	047	Electronics I and II, Technology of Computers I and II, Robotics	kbuda@waterbury.k12.ct.us
Kirk Palladino	090, 098	Culinary, Hospitality, ServSafe, Advanced Culinary	kpalladino@waterbury.k12.ct.us
Michelle Lucas	045	Foods I, Advanced Foods I, Advanced Foods 2	mlucas@waterbury.k12.ct.us
Leah Smith/Pygatt	045	Early Childhood Dev., Clothing I and II	lpygatt@waterbury.k12.ct.us
Sandra Hind	045, 165	Foods I	shind@waterbury.k12.ct.us



**Continuous Improvement Plan Templates  
X: CTE TEACHERS AND CERTIFICATION  
INFORMATION CHART**

Please list all CTE teachers for all CTE courses offered in your school district by school. Include each CTE teacher's certification number(s) and e-mail address. Create a separate chart for each school.

<b>Name of Secondary School:</b> Kennedy High School			
<b>Name of CTE Teacher</b>	<b>CT Certification Endorsement number(s)</b>	<b>CTE Courses Taught</b>	<b>Teacher E-mail</b>
Linda Miceli	103	Allied Health I	lmiceli@waterbury.k12.ct.us
Pamela O'Connor	103	Allied Health II	poconnor@waterbury.k12.ct.us
Jeffrey Lucian	010	Spreadsheets, Databases	jlucian@waterbury.k12.ct.us
Richard Burns	010	Office-Word, Multi-Media, Business Law, Personal Finance	rburns@waterbury.k12.ct.us
Pedro Dos Santos	010	Office-Word, , Multi-Media, Marketing 1 & 2	pdossantos@waterbury.k12.ct.us
Robert McGrath	010	Office-Word, Multi-Media, Introduction to Business	rmcgrath@waterbury.k12.ct.us
Jeanne Sasso	010	Office-Word, Multi-Media, Accounting 1	jsasso1@waterbury.k12.ct.us
Barbara Balnis	Long-term Sub	Clothing, Advanced Clothing, Fashion Design, Child Development 1	bbalnis@waterbury.k12.ct.us
Paula DeSantis	045	Early Childhood Education 1 & 2	pdesantis@waterbury.k12.ct.us
Cassandra Fann-Pierce		Child Development 1 & 2	cfannpierce@waterbury.k12.ct.us
Don Mancuso	047	Architectural CAD 1 & 2	dmancuso@waterbury.k12.ct.us
Michael Conway	047	Electronics, Graphic Communication 1	mconway@waterbury.k12.ct.us
Kevin Danaher	047	Construction 1 & 2	kdanaher@waterbury.k12.ct.us
Dante DiMaio	047 010	Graphic Communication 1, Mechanical CAD 1	ddimaio@waterbury.k12.ct.us
Gina Pisani-Loomis	098	Graphic Communication 1 & 2, Video Production 1 & 2	gpisani-loomis@waterbury.k12.ct.us
Christopher Saraceno	098	Automotive Technology 1 & 2	csaraceno@waterbury.k12.ct.us

**Continuous Improvement Plan Templates  
X: CTE TEACHERS AND CERTIFICATION  
INFORMATION CHART**

Please list all CTE teachers for all CTE courses offered in your school district by school. Include each CTE teacher's certification number(s) and e-mail address. Create a separate chart for each school.

<b>Name of Secondary School:</b> Waterbury Career Academy			
<b>Name of CTE Teacher</b>	<b>CT Certification Endorsement number(s)</b>	<b>CTE Courses Taught</b>	<b>Teacher E-mail</b>
Lisa Durkin	103, 108, 109	Foundations of Health Science	ldurkin@waterbury.k12.ct.us
Megan Frigon	103	Nurse Assistant, Medical Assistant	mfrigon@waterbury.k12.ct.us
Chrstine Holley	103, 030	Health Exploratory, Foundations of Health Science	cholley@ waterbury.k12.ct.us
Kathleen Plunkett	103	Medical Assistant, Health and Wellness	kplunkett@ waterbury.k12.ct.us
Linda Richard	103, 108, 109	Nurse Assistant, Medical Assistant, Pharmacy Technician	lrichard@ waterbury.k12.ct.us
Elaine Diaz	113, 045	Development through Life, Human Relations, Exceptional Child/Para Pro	ediaz@ waterbury.k12.ct.us
Kaitlin Garcia	045	Child Development, Human Relations, Human Services Explorations	kgarcia@ waterbury.k12.ct.us
Robbin Pierz	045	Child Development I, Internship	rpierz@ waterbury.k12.ct.us
Michael Cook	090	Electronics I & II, IT Essentials I & II, IT Essentials Cisco	mcook@ waterbury.k12.ct.us
Jose Ferreira	047	Electronics I & II, Intro to Eng. Design, IT Essentials II, IT Essentials Cisco	jferreira@ waterbury.k12.ct.us
Alyssa Generali	010	Marketing I, Microsoft Multimedia, Microsoft Word	agenerali@ waterbury.k12.ct.us
Kay Ann Hewell-Walker	047, 165	Microsoft Word, Microsoft Multimedia, Intro to Engineering Design	khewellwalker@ waterbury.k12.ct.us
David Nicholson	032	Computer Science, Pro Mic. Cont. I & II	dnicholson@ waterbury.k12.ct.us
Mario Dias	098	Lathe II, Milling II, Sawing and Drilling, CNC I	mdias@ waterbury.k12.ct.us
Daniel Bloemker	098	Grinding, Lathe I, Milling I, Benchwork	dbloemker@ waterbury.k12.ct.us
John Edman	098	Milling II, CNC I	jedman@ waterbury.k12.ct.us
Suzanne Hoy	047, 900	CAD I, Mechanical CAD	shoy@ waterbury.k12.ct.us
Ken Sirois	047	Grinding, Lahte I, Milling I, Benchwork	ksirois@ waterbury.k12.ct.us

**Continuous Improvement Plan Templates  
X: CTE TEACHERS AND CERTIFICATION  
INFORMATION CHART**

Please list all CTE teachers for all CTE courses offered in your school district by school. Include each CTE teacher's certification number(s) and e-mail address. Create a separate chart for each school.

<b>Name of Secondary School:</b> Wilby High School			
<b>Name of CTE Teacher</b>	<b>CT Certification Endorsement number(s)</b>	<b>CTE Courses Taught</b>	<b>Teacher E-mail</b>
Nancy DiPaola	103, 104	Allied Health II	ndipaola@waterbury.k12.ct.us
Joyce Williams	072, 103	Allied Health I	jwilliams@waterbury.k12.ct.us
Anthony Dagostino	010, 92, 106	Marketing I, Personal Finance, Web Design Exploration, Yearbook Production, Graphics II	adagostino@waterbury.k12.ct.us
Gene Capuano	010	Intro to Technology I and II, Keyboarding	gcapuano@waterbury.k12.ct.us
Joyce Iannicelli	010	Intro to Technology I and II	jiannicelli@waterbury.k12.ct.us
Kendra O'Brien	010, 089	Intro to Technology I	kendra_obrien@waterbury.k12.ct.us
Lynn Palleria	002, 010, 089, 092	Business Management I, Intro to Technology I and II	lpalleria@waterbury.k12.ct.us
Anthony Mango	098	Culinary Arts I and II, Advanced Foods,	amango@waterbury.k12.ct.us
Stacy DiCristina	010, 026, 045, 165	Foods and Nutrition, Advanced Foods, Hospitality	sdicristina@waterbury.k12.ct.us
Joanne Tichon	046, 092, 097, 102	Child Development I and II, Foods I, Foods and Nutrition	jtichon@waterbury.k12.ct.us
Anita Watkins	045, 092	Clothing I and II, Advanced Clothing, Fashion Design	awatkins@waterbury.k12.ct.us
Jeremy Rubock	047, 092	Electronics, Engineering Design, Cisco Networking I and II, Cisco IT Essentials	jrubock@waterbury.k12.ct.us
Cesar Alvarez	006, 047, 068	Architectural CAD I, Mechanical CAD I, Auto Tech I, Graphic Tech I,	calvarez@waterbury.k12.ct.us
Vincent Boucher	047	Auto Tech I, Advanced Auto Tech	vboucher@waterbury.k12.ct.us
Steve Malusa	047	Construction I, Construction II Advanced Construction	smalusa@waterbury.k12.ct.us

**Continuous Improvement Plan Templates**  
**XI: CTE CONCENTRATION & CONCENTRATORS INFORMATION CHART**

Overview:

1. All secondary schools receiving Perkins funds must align CTE courses with the Connecticut State Performance Standards and Competencies, if applicable, positioning all CTE courses to provide instruction in a portion, if not all, of the competencies in a specific Area of Concentration.
2. A concentrator is any student who has received instruction in all of the competencies of one of the Connecticut-recognized Areas of Concentration as identified in the 2015 Connecticut State Performance Standards and Competencies.
3. To continue to be eligible for Perkins funds, a secondary school must have:
  - a. At least one area of concentration resulting in tested students (concentrators);
  - b. A minimum of ten (10) concentrators (unless justification for less is provided in this template); and
  - c. A plan, if not already addressed in the CIP Summary Template, for the continuous improvement of:
    - concentrator scores (skill attainment) in the Connecticut Statewide CTE Assessment; and
    - the number of concentrators to be tested in 2018

**Please complete the following concentration/concentrator template by secondary school.**

<b>Name of Secondary School:</b> Crosby							
<b>2017 Areas of Concentration</b>	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;"><b>Number of Concentrators in this area of concentration (students tested) 2017</b></td> <td> <p>If not already addressed in the CIP Summary Template, submit a brief description of your Continuous Improvement Plan, relative to Concentration/ Concentrators for one or more of the following goals:</p> <ul style="list-style-type: none"> <li>• improve concentrator scores;</li> <li>• increase percentage of concentrators who meet or exceed the federally negotiated cut score of 65 percent;</li> <li>• increase tested concentrators for 2018; or</li> <li>• add additional area(s) of concentration in 2018.</li> </ul> </td> </tr> <tr> <td style="text-align: center;">Video Production Systems</td> <td style="text-align: center;">33</td> </tr> <tr> <td></td> <td> <p>Develop CTE Council Committees to review standards and competencies.            Curriculum revision district-wide to ensure content is revised and aligned with competencies.            Greater advertising and recruitment of students to attract them to take courses in the CTE areas.</p> </td> </tr> </table>	<b>Number of Concentrators in this area of concentration (students tested) 2017</b>	<p>If not already addressed in the CIP Summary Template, submit a brief description of your Continuous Improvement Plan, relative to Concentration/ Concentrators for one or more of the following goals:</p> <ul style="list-style-type: none"> <li>• improve concentrator scores;</li> <li>• increase percentage of concentrators who meet or exceed the federally negotiated cut score of 65 percent;</li> <li>• increase tested concentrators for 2018; or</li> <li>• add additional area(s) of concentration in 2018.</li> </ul>	Video Production Systems	33		<p>Develop CTE Council Committees to review standards and competencies.            Curriculum revision district-wide to ensure content is revised and aligned with competencies.            Greater advertising and recruitment of students to attract them to take courses in the CTE areas.</p>
<b>Number of Concentrators in this area of concentration (students tested) 2017</b>	<p>If not already addressed in the CIP Summary Template, submit a brief description of your Continuous Improvement Plan, relative to Concentration/ Concentrators for one or more of the following goals:</p> <ul style="list-style-type: none"> <li>• improve concentrator scores;</li> <li>• increase percentage of concentrators who meet or exceed the federally negotiated cut score of 65 percent;</li> <li>• increase tested concentrators for 2018; or</li> <li>• add additional area(s) of concentration in 2018.</li> </ul>						
Video Production Systems	33						
	<p>Develop CTE Council Committees to review standards and competencies.            Curriculum revision district-wide to ensure content is revised and aligned with competencies.            Greater advertising and recruitment of students to attract them to take courses in the CTE areas.</p>						

Accounting	0	<p>Develop CTE Council Committees to review standards and competencies.  Curriculum revision district-wide to ensure content is revised and aligned with competencies.  Greater advertising and recruitment of students to attract them to take courses in the CTE areas. There are not enough students requesting Accounting II to offer the course and complete the concentrator area. We are looking to offer Accounting I in grades 10 &amp; 11.</p>
Business Management	0	<p>Create a new Business Management course to include all five areas under CTE. Develop CTE Council Committees to review standards and competencies.  Curriculum revision district-wide to ensure content is revised and aligned with competencies.  Greater advertising and recruitment of students to attract them to take courses in the CTE areas.</p>
Computer Aided Drafting and Design	18	<p>Develop CTE Council Committees to review standards and competencies.  Curriculum revision district-wide to ensure content is revised and aligned with competencies.  Greater advertising and recruitment of students to attract them to take courses in the CTE areas.</p>
Wood Technology	23	<p>Develop CTE Council Committees to review standards and competencies.  Curriculum revision district-wide to ensure content is revised and aligned with competencies.  Greater advertising and recruitment of students to attract them to take courses in the CTE areas.  Develop a Technology Student Association (TSA) to increase interest in Technology Education.</p>

Early Childhood Education and Services	11	Develop CTE Council Committees to review standards and competencies. Curriculum revision district-wide to ensure content is revised and aligned with competencies. Greater advertising and recruitment of students to attract them to take courses in the CTE areas.
Personal Finance	0	Develop CTE Council Committees to review standards and competencies. Curriculum revision district-wide to ensure content is revised and aligned with competencies. Greater advertising and recruitment of students to attract them to take courses in the CTE areas.
Medical Careers Education	11	Develop CTE Council Committees to review standards and competencies. Curriculum revision district-wide to ensure content is revised and aligned with competencies. Greater advertising and recruitment of students to attract them to take courses in the CTE areas.
Certified Nurse Assisting (CNA)	11	Develop CTE Council Committees to review standards and competencies. Curriculum revision district-wide to ensure content is revised and aligned with competencies. Greater advertising and recruitment of students to attract them to take courses in the CTE areas.
Nutrition and Food Production	73	Develop CTE Council Committees to review standards and competencies. Curriculum revision district-wide to ensure content is revised and aligned with competencies. Greater advertising and recruitment of students to attract them to take courses in the CTE areas.
Culinary and Food Production	22	Develop CTE Council Committees to review

		<p>standards and competencies. Curriculum revision district-wide to ensure content is revised and aligned with competencies. Greater advertising and recruitment of students to attract them to take courses in the CTE areas. Communicate articulation with NVCC.</p>
Marketing Education	0	<p>All competencies need to be taught in Marketing I in order for students to be tested. Develop CTE Council Committees to review standards and competencies. Curriculum revision district-wide to ensure content is revised and aligned with competencies. Greater advertising and recruitment of students to attract them to take courses in the CTE areas.</p>
Computer Information Systems	0	<p>New course to be called CIS to include networking, programming and web design. Develop CTE Council Committees to review standards and competencies. Curriculum revision district-wide to ensure content is revised and aligned with competencies. Greater advertising and recruitment of students to attract them to take courses in the CTE areas.</p>
Pre-Engineering Technology	12	<p>Develop CTE Council Committees to review standards and competencies. Curriculum revision district-wide to ensure content is revised and aligned with competencies. Greater advertising and recruitment of students to attract them to take courses in the CTE areas. Development of Robotics course has increased enrollment in all Tech Ed courses.</p>
Automotive Technology	0	<p>Develop CTE Council Committees to review standards and competencies. Curriculum revision district-wide to ensure</p>

		<p>content is revised and aligned with competencies. Greater advertising and recruitment of students to attract them to take courses in the CTE areas.</p>
Textiles and Design	10	<p>Develop CTE Council Committees to review standards and competencies. Curriculum revision district-wide to ensure content is revised and aligned with competencies. Greater advertising and recruitment of students to attract them to take courses in the CTE areas.</p>



**Continuous Improvement Plan Templates**  
**XI: CTE CONCENTRATION & CONCENTRATORS INFORMATION CHART**

Overview:

1. All secondary schools receiving Perkins funds must align CTE courses with the Connecticut State Performance Standards and Competencies, if applicable, positioning all CTE courses to provide instruction in a portion, if not all, of the competencies in a specific Area of Concentration.
2. A concentrator is any student who has received instruction in all of the competencies of one of the Connecticut-recognized Areas of Concentration as identified in the 2015 Connecticut State Performance Standards and Competencies.
3. To continue to be eligible for Perkins funds, a secondary school must have:
  - a. At least one area of concentration resulting in tested students (concentrators);
  - b. A minimum of ten (10) concentrators (unless justification for less is provided in this template); and
  - c. A plan, if not already addressed in the CIP Summary Template, for the continuous improvement of:
    - concentrator scores (skill attainment) in the Connecticut Statewide CTE Assessment; and
    - the number of concentrators to be tested in 2018

**Please complete the following concentration/concentrator template by secondary school.**

<b>Name of Secondary School:</b> Kennedy High School		
<b>2017 Areas of Concentration</b>	<b>Number of Concentrators in this area of concentration (students tested) 2017</b>	If not already addressed in the CIP Summary Template, submit a brief description of your Continuous Improvement Plan, relative to Concentration/ Concentrators for one or more of the following goals: <ul style="list-style-type: none"> <li>• improve concentrator scores;</li> <li>• increase percentage of concentrators who meet or exceed the federally negotiated cut score of 65 percent;</li> <li>• increase tested concentrators for 2018; or</li> <li>• Add additional area(s) of concentration in 2018.</li> </ul>
Video Production Systems	13	
Accounting	13	
Computer Aided Drafting and Design	13	
Wood Technology	10	
Early Childhood Education and Services	64	
Personal Finance	17	
Medical Careers Education	12	
Marketing Education	19	

Computer Information Systems	23	
Automotive Technology	8	
Textiles and Design	9	

**Continuous Improvement Plan Templates**  
**XI: CTE CONCENTRATION & CONCENTRATORS INFORMATION CHART**

Overview:

1. All secondary schools receiving Perkins funds must align CTE courses with the Connecticut State Performance Standards and Competencies, if applicable, positioning all CTE courses to provide instruction in a portion, if not all, of the competencies in a specific Area of Concentration.
2. A concentrator is any student who has received instruction in all of the competencies of one of the Connecticut-recognized Areas of Concentration as identified in the 2015 Connecticut State Performance Standards and Competencies.
3. To continue to be eligible for Perkins funds, a secondary school must have:
  - a. At least one area of concentration resulting in tested students (concentrators);
  - b. A minimum of ten (10) concentrators (unless justification for less is provided in this template); and
  - c. A plan, if not already addressed in the CIP Summary Template, for the continuous improvement of:
    - concentrator scores (skill attainment) in the Connecticut Statewide CTE Assessment; and
    - the number of concentrators to be tested in 2018

**Please complete the following concentration/concentrator template by secondary school.**

<b>Name of Secondary School:</b> Waterbury Career Academy		
<b>2017 Areas of Concentration</b>	<b>Number of Concentrators in this area of concentration (students tested) 2017</b>	If not already addressed in the CIP Summary Template, submit a brief description of your Continuous Improvement Plan, relative to Concentration/ Concentrators for one or more of the following goals: <ul style="list-style-type: none"> <li>• improve concentrator scores;</li> <li>• increase percentage of concentrators who meet or exceed the federally negotiated cut score of 65 percent;</li> <li>• increase tested concentrators for 2018; or</li> <li>• add additional area(s) of concentration in 2018.</li> </ul>
Medical Careers Education Computer Aided Drafting and Design Computer Information Systems Early Childhood Education and Services Pre-Engineering Technology	33 0 0 0 0	
		➤ Our goal for 2016-2017 was to increase to 60% of our concentrators meeting the federally negotiated cut score. WE EXCEEDED OUR goal with 69.7% of students tested meeting and exceeding the state cut score. These results placed WCA 4 <sup>th</sup> in the state for schools testing fewer than

		100 concentrators.
		<p><b>For 2018</b> WCA will increase the number of tested concentrators, and add additional areas of concentration in which students will be tested-</p> <ul style="list-style-type: none"> <li>➤ Waterbury Career Academy CTE instructors are continuing to work on deconstructing the CTE Competencies and Benchmarks to implement more focused and specific classroom instruction.</li> <li>➤ Our goal is to increase our # of students tested in 2018 to 144 concentrators from those enrolled in courses as listed below in the CTE areas: <ul style="list-style-type: none"> <li>• Medical Careers Education/Certified Nurse: 74</li> <li>• Computer Aided Drafting and Design/Pre-Engineering: 21</li> <li>• Computer Information Systems: 10</li> <li>• Early Childhood Education and Services: 39</li> </ul> </li> <li>➤ Our 2018 testing goal of students meeting the federally negotiated cut score will be 55%, taking into account the increase in number of students tested.</li> </ul>
<b>2018 Anticipated Areas of Concentration</b>	<b>2018 Numbers of Students to be Tested</b>	
Medical Careers Education/Certified Nurse	74	
Computer Aided Drafting and Design/Pre-Engineering	21	
Computer Information Systems	10	
Early Childhood Education and Services	39	
Business Management	0	
Marketing Education	0	

**Continuous Improvement Plan Templates**  
**XI: CTE CONCENTRATION & CONCENTRATORS INFORMATION CHART**

Overview:

1. All secondary schools receiving Perkins funds must align CTE courses with the Connecticut State Performance Standards and Competencies, if applicable, positioning all CTE courses to provide instruction in a portion, if not all, of the competencies in a specific Area of Concentration.
2. A concentrator is any student who has received instruction in all of the competencies of one of the Connecticut-recognized Areas of Concentration as identified in the 2015 Connecticut State Performance Standards and Competencies.
3. To continue to be eligible for Perkins funds, a secondary school must have:
  - a. At least one area of concentration resulting in tested students (concentrators);
  - b. A minimum of ten (10) concentrators (unless justification for less is provided in this template); and
  - c. A plan, if not already addressed in the CIP Summary Template, for the continuous improvement of:
    - concentrator scores (skill attainment) in the Connecticut Statewide CTE Assessment; and
    - the number of concentrators to be tested in 2018

**Please complete the following concentration/concentrator template by secondary school.**

<b>Name of Secondary School:</b> Wilby High School		
<b>2017 Areas of Concentration</b>	<b>Number of Concentrators in this area of concentration (students tested) 2017</b>	If not already addressed in the CIP Summary Template, submit a brief description of your Continuous Improvement Plan, relative to Concentration/ Concentrators for one or more of the following goals: <ul style="list-style-type: none"> <li>• improve concentrator scores;</li> <li>• increase percentage of concentrators who meet or exceed the federally negotiated cut score of 65 percent;</li> <li>• increase tested concentrators for 2018; or</li> <li>• add additional area(s) of concentration in 2018.</li> </ul>
Culinary and Food Production	12	
Early Childhood Education and Services	6	Some students have not been instructed on all competencies; others need modifications beyond the parameters allowed in the assessment
Nutrition and Food Production	6	Some students have not been instructed on all competencies; others need modifications

		beyond the parameters allowed in the assessment
Textiles and Design	6	Some students have not been instructed on all competencies; others need modifications beyond the parameters allowed in the assessment
Automotive Technology	11	
Video Production Systems	10	
Personal Finance	12	
Marketing	7	Remaining students need modifications beyond the parameters allowed in the assessment
Wood Technology	10	

Improve concentrator scores:

In alignment with our School Improvement Plan, students who are concentrators will be afforded the opportunity of formative assessments to check their understanding of instruction. Data derived from such assessments will be evaluated; weaknesses and strengths will be identified, and instruction will be reflective. The Career and Technical Education Performance Standards and Competencies will serve as the foundation and basis of all instruction. Monitoring of its implementation will be continuous and teachers will be expected to adhere and demonstrate the use of the state’s standards in instruction. Additionally, the Cognitive Rigor Matrix that mirrors the state’s rubric will be employed as a provision for developing a higher level of Depth of Knowledge (DOK), thus affording greater opportunity to impact learning. On-going collaboration between CTE educators as a means of fine-tuning instructional strategies and practices will be paramount in achieving student learning.

Utilizing the Professional Development on the Connecticut State Department of Education’s Standards for Instructional Data Teams protocol will be paramount to procuring and analyzing data. Every academic quarter, all CTE staff will review their teaching and their students’ learning data by utilizing these standards and making adjustments, as needed. Collaboration of personnel, headed by designated administrator, on data-driven decision making will serve to further enhance student academic achievement.

FCS staff will focus on the 2015 frameworks as the foundation for creating their yearly Student Learning Objectives (SLO’s), both in content and academics. The application of the ELA and Mathematical standards found in the CTE Performance Standards and Competencies will be the basis for the academic SLO. The score report data of the CTE assessment will serve as a baseline in evaluating growth in student learning. Therefore, the Indicators of Academic Growth and Development (IAGD) data will also originate from the CTE assessment.

**Continuous Improvement Plan Templates**  
**XII: CAREER & TECHNICAL STUDENT ORGANIZATIONS (CTSOs) INFORMATION CHART**  
**(DECA, FBLA, FCCLA, FFA, HOSA, Skills USA, TSA)**

**Overview:**

In order to receive Perkins funding, a secondary school must have a functioning chapter of at least one of the seven national CTSO's listed above. It is required that a school have national organization documentation that national and/or state dues were paid during the 2016-17 school year. A CTSO is not considered valid unless a minimum of ten (10) members are paid members of the associated national organization.

If a school is starting a new chapter of a CTSO for the 2017-18 school year, a separate commitment letter on school letterhead must be submitted with this CIP. The letter must state the name of the CTSO and advisor(s), the date by which the minimum of ten (10) national student dues will be paid and a schedule of activities for the 2017-18 school year.

**Perkins funds cannot be approved for any school that does not have at least one CTSO consisting of paid national members.**

The current Perkins legislation restricts the use of funds for CTSO's. Connecticut stipulates that funds under the category of CTSO may only be used for:

- The purchase of organizational CTE instructional or leadership materials; or
- The cost of student bus transportation for a CTSO leadership training event that is open to all students from the school, where paid membership is not a requirement for participation; or
- The payment of a stipend to each CTSO chapter advisor (not to exceed \$1,500.00 per organization);

<b>Name of Secondary School:</b>	Crosby High School		
<b>Name of CTSO</b>	Number of 2016-17 <b>paid</b> state/national student memberships	Number of 2016-17 <b>paid</b> CTSO members who attended the annual CTSO state conference.	Name(s) of Chapter Advisors
DECA	37	7	Lisa Swanson

**Continuous Improvement Plan Templates**  
**XII: CAREER & TECHNICAL STUDENT ORGANIZATIONS (CTSOs) INFORMATION CHART**  
**(DECA, FBLA, FCCLA, FFA, HOSA, Skills USA, TSA)**

**Overview:**

In order to receive Perkins funding, a secondary school must have a functioning chapter of at least one of the seven national CTSO's listed above. It is required that a school have national organization documentation that national and/or state dues were paid during the 2016-17 school year. A CTSO is not considered valid unless a minimum of ten (10) members are paid members of the associated national organization.

If a school is starting a new chapter of a CTSO for the 2017-18 school year, a separate commitment letter on school letterhead must be submitted with this CIP. The letter must state the name of the CTSO and advisor(s), the date by which the minimum of ten (10) national student dues will be paid and a schedule of activities for the 2017-18 school year.

**Perkins funds cannot be approved for any school that does not have at least one CTSO consisting of paid national members.**

The current Perkins legislation restricts the use of funds for CTSO's. Connecticut stipulates that funds under the category of CTSO may only be used for:

- The purchase of organizational CTE instructional or leadership materials; or
- The cost of student bus transportation for a CTSO leadership training event that is open to all students from the school, where paid membership is not a requirement for participation; or
- The payment of a stipend to each CTSO chapter advisor (not to exceed \$1,500.00 per organization);

<b>Name of Secondary School:</b>	Kennedy High School		
<b>Name of CTSO</b>	Number of 2016-17 <b>paid</b> state/national student memberships	Number of 2016-17 <b>paid</b> CTSO members who attended the annual CTSO state conference.	Name(s) of Chapter Advisors
DECA	41	0	Jeanne Sasso



**Continuous Improvement Plan Templates**  
**XII: CAREER & TECHNICAL STUDENT ORGANIZATIONS (CTSOs) INFORMATION CHART**  
**(DECA, FBLA, FCCLA, FFA, HOSA, Skills USA, TSA)**

**Overview:**

In order to receive Perkins funding, a secondary school must have a functioning chapter of at least one of the seven national CTSSO's listed above. It is required that a school have national organization documentation that national and/or state dues were paid during the 2015-16 school year. A CTSSO is not considered valid unless a minimum of ten (10) members are paid members of the associated national organization.

If a school is starting a new chapter of a CTSSO for the 2017-18 school year, a separate commitment letter on school letterhead must be submitted with this CIP. The letter must state the name of the CTSSO and advisor(s), the date by which the minimum of ten (10) national student dues will be paid and a schedule of activities for the 2017-18 school year.

**Perkins funds cannot be approved for any school that does not have at least one CTSSO consisting of paid national members.**

The current Perkins legislation restricts the use of funds for CTSSO's. Connecticut stipulates that funds under the category of CTSSO may only be used for:

- The purchase of organizational CTE instructional or leadership materials; or
- The cost of student bus transportation for a CTSSO leadership training event that is open to all students from the school, where paid membership is not a requirement for participation; or
- The payment of a stipend to each CTSSO chapter advisor (not to exceed \$1,500.00 per organization);

<b>Name of Secondary School:</b>	Waterbury Career Academy		
<b>Name of CTSSO</b>	Number of 2016-17 <b>paid</b> state/national student memberships	Number of 2016-17 <b>paid</b> CTSSO members who attended the annual CTSSO state conference.	Name(s) of Chapter Advisors
HOSA	14	14	Linda Richard, RN, BSN

**Continuous Improvement Plan Templates**  
**XII: CAREER & TECHNICAL STUDENT ORGANIZATIONS (CTSOs) INFORMATION CHART**  
**(DECA, FBLA, FCCLA, FFA, HOSA, Skills USA, TSA)**

**Overview:**

In order to receive Perkins funding, a secondary school must have a functioning chapter of at least one of the seven national CTSSO's listed above. It is required that a school have national organization documentation that national and/or state dues were paid during the 2015-16 school year. A CTSSO is not considered valid unless a minimum of ten (10) members are paid members of the associated national organization.

If a school is starting a new chapter of a CTSSO for the 2017-18 school year, a separate commitment letter on school letterhead must be submitted with this CIP. The letter must state the name of the CTSSO and advisor(s), the date by which the minimum of ten (10) national student dues will be paid and a schedule of activities for the 2017-18 school year.

**Perkins funds cannot be approved for any school that does not have at least one CTSSO consisting of paid national members.**

The current Perkins legislation restricts the use of funds for CTSSO's. Connecticut stipulates that funds under the category of CTSSO may only be used for:

- The purchase of organizational CTE instructional or leadership materials; or
- The cost of student bus transportation for a CTSSO leadership training event that is open to all students from the school, where paid membership is not a requirement for participation; or
- The payment of a stipend to each CTSSO chapter advisor (not to exceed \$1,500.00 per organization);

<b>Name of Secondary School:</b>	Wilby High School		
<b>Name of CTSSO</b>	Number of 2016-17 <b>paid</b> state/national student memberships	Number of 2016-17 <b>paid</b> CTSSO members who attended the annual CTSSO state conference.	Name(s) of Chapter Advisors
FCCLA	12	State conference not until later this year	Joanne Tichon, Stacy DiCristina
DECA	10		Anthony D'Agostino
FBLA	10		Kendra O'Brien

## Continuous Improvement Plan Templates

### XIII: SECONDARY CORE INDICATORS AND IMPROVEMENT PLAN

**Core Indicators:** State targets for 2015-16 for secondary schools are listed below. Utilizing the data provided by the state (located on the [Carl D. Perkins Information page](#)) enter your actual performance levels for 2014-15 and 2015-16.

District: Waterbury	Date:
Career Pathway/Area of Concentration: All	Cluster: All

Core Indicator Data	State Target 2015-16	Actual Perf. 2014-15	Actual Perf. 2015-16	Will funds need to be targeted for performance data improvement? If so, how? (Each district/community college is required to target funding to improve the core indicators where performance levels for 2015-16 or 2016-17 were <b>not met.</b> )
Academic Attainment:				
<ul style="list-style-type: none"> <li>• Reading</li> </ul>	53	N/A	N/A	<p>District and school teams collaborate to identify trending data tied to the <b>root causes</b> related to current learner-centered problems, and associated problems of (instructional planning and implementation) practice. Accordingly, instructional planning, including support systems are structured. Evidence indicators include:</p> <ol style="list-style-type: none"> <li>a. <u>Tiered systems</u> of support that provide additional instructional time and appropriate interventions for all students when they are needed, including data-driven prevention approaches, early detection, and acceleration</li> <li>b. A clear process to identify students below grade level at each school</li> <li>c. Additional support provided to students with disabilities, English Language Learners, and other students who experience learning or behavioral challenges</li> <li>d. Identification of instructional challenges and successes through monitoring and student assessment data</li> <li>e. Instructional resources provided for effective implementation</li> <li>f. Differentiated instruction aligned to students' development levels and learning needs</li> <li>g. School-based teaming systems (of support) across all grade levels and content areas</li> </ol> <p>District and school leaders consistently model high-quality instructional practices and effectively monitor practice such that teachers have confidence in leaders' instructional knowledge and feel supported</p>

<ul style="list-style-type: none"> <li>Math</li> </ul>	30	N/A	N/A	<p>District and school teams collaborate to identify trending data tied to the <b>root causes</b> related to current learner-centered problems, and associated problems of (instructional planning and implementation) practice. Accordingly, instructional planning, including support systems are structured. Evidence indicators include:</p> <ul style="list-style-type: none"> <li>a. <u>Tiered systems</u> of support that provide additional instructional time and appropriate interventions for all students when they are needed, including data-driven prevention approaches, early detection, and acceleration</li> <li>b. A clear process to identify students below grade level at each school</li> <li>c. Additional support provided to students with disabilities, English Language Learners, and other students who experience learning or behavioral challenges</li> <li>d. Identification of instructional challenges and successes through monitoring and student assessment data</li> <li>e. Instructional resources provided for effective implementation</li> <li>f. Differentiated instruction aligned to students' development levels and learning needs</li> <li>g. School-based teaming systems (of support) across all grade levels and content areas</li> </ul> <p>District and school leaders consistently model high-quality instructional practices and effectively monitor practice such that teachers have confidence in leaders' instructional knowledge and feel supported</p>
Technical Skill Attainment	45.00%	29.93%	34.88%	<p>District and school teams collaborate to identify trending data tied to the <b>root causes</b> related to current learner-centered problems, and associated problems of (instructional planning and implementation) practice. Accordingly, instructional planning, including support systems are structured. Evidence indicators include:</p> <ul style="list-style-type: none"> <li>a. <u>Tiered systems</u> of support that provide additional instructional time and appropriate interventions for all students when they are needed, including data-driven prevention approaches, early detection, and acceleration</li> <li>b. A clear process to identify students below grade level at each school</li> <li>c. Additional support provided to students with disabilities, English Language Learners, and other students who experience learning or behavioral challenges</li> <li>d. Identification of instructional challenges and successes through monitoring and student assessment data</li> </ul>

				<ul style="list-style-type: none"> <li>e. Instructional resources provided for effective implementation</li> <li>f. Differentiated instruction aligned to students' development levels and learning needs</li> <li>g. School-based teaming systems (of support) across all grade levels and content areas</li> </ul> <p>District and school leaders consistently model high-quality instructional practices and effectively monitor practice such that teachers have confidence in leaders' instructional knowledge and feel supported</p>
Graduation/Completion	95.00%	N/A	N/A	
Placement (Military, Employment, Advanced Placement)	88.00%	100%	100%	
Nontraditional Participation	40.00%	36.40%	41.30%	<p>District and school teams collaborate to identify trending data tied to the <b>root causes</b> related to current learner-centered problems, and associated problems of (instructional planning and implementation) practice. Accordingly, instructional planning, including support systems are structured. Evidence indicators include:</p> <ul style="list-style-type: none"> <li>a. <u>Tiered systems</u> of support that provide additional instructional time and appropriate interventions for all students when they are needed, including data-driven prevention approaches, early detection, and acceleration</li> <li>b. A clear process to identify students below grade level at each school</li> <li>c. Additional support provided to students with disabilities, English Language Learners, and other students who experience learning or behavioral challenges</li> <li>d. Identification of instructional challenges and successes through monitoring and student assessment data</li> <li>e. Instructional resources provided for effective implementation</li> <li>f. Differentiated instruction aligned to students' development levels and learning needs</li> <li>g. School-based teaming systems (of support) across all grade levels and content areas</li> </ul> <p>District and school leaders consistently model high-quality instructional practices and effectively monitor practice such that teachers have confidence in leaders' instructional knowledge and feel supported</p>
Nontraditional Completion	33.00%	N/A	N/A	

#6

**Memorandum**

To: Board of Education/Board of Aldermen

From: Linda Franzese, Food Service Director,

Date: June 6, 2017

Re: **Board of Education/Board of Aldermen Approval Request / Executive Summary - Contract for Café POS/Computer System between the City of Waterbury and N Harris Computer Corporation**

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The Food Service Department respectfully requests your approval of the above-referenced contract in the amount of \$166,700.00 for Café POS/Computer System between the City of Waterbury and N. Harris Computer Corporation.

This contract was initiated under the Request for Proposal process (RFP #5733). There were several bidders for this project with N. Harris Computer Corporation being the lowest responsible bidder (see attached Bid Summary as prepared by the Purchasing Department).

Under this contract, the contractor N. Harris Computer Corporation will provide software and equipment for the Cafeteria and Central Warehouse. This project consists of the implementation, training and maintenance of the Cafeteria POS, inventory, and meal tracking computer system. The work will be supervised by Linda Franzese, Food Service Director and Adam Shaban Accountant III for the Food Service Department.

There is a one year Contractor Warranty for materials, workmanship and installation.

The Contract Term is 5 years and the project is being funded by Food Service Funds Account 28001-539000

Accordingly, attached for your review and consideration are 17 copies of the proposed contract, plus the Bid Summary as prepared by the Purchasing Department, the Successful Bidder's Bid Form and Disclosure and Certification of Obligations Affidavit Regarding Outstanding Obligations Form plus a copy of the Tax Clearance issued by the Office of Tax Collections.

Please note further that one complete set of Construction Documents, including Contract, Plans and Specifications, has been placed on file with the City Clerk's Office.

Thank you.

Linda Franzese Food Service Department  
Attachment

cc: Attorney Angela Juliani, via email, w/o attachment.

**Professional Service Agreement**  
**RFP.No.5733**  
**Between**  
**The City of Waterbury, Department Food Services**  
**Education Department**  
**And**  
**N. Harris Computer Corporation**  
**For**  
**Cafeteria Point of Sale/Computer System**

This Agreement (the "Agreement"), effective on the date signed by the Mayor (the "Effective Date") is by and between The City of Waterbury Connecticut, 235 Grand Street, Waterbury , Connecticut 06702 ("City") and N. Harris Computer Corporation of 1 Antares Drive, Suite 400, Ottawa, Ontario K2E 8C4, a corporation duly registered to conduct business in Connecticut ("Harris").

WHEREAS, Harris submitted a proposal to the City responding to RFP No. 5733 for a Food Service Cafeteria Computer System; and

WHEREAS, the City selected Harris to perform services regarding RFP No. 5733 and

WHEREAS, the City desires to obtain Harris' services pursuant to the terms, conditions and provisions set forth in this Agreement (the "Project").

NOW THEREFORE, in consideration of the mutual covenants and obligations contained here and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## **1. Definitions**

**1.1** The following terms shall have the meaning set out below; all other capitalized terms not otherwise defined in this Section shall have the meaning set forth in the Agreement: **"Annual Subscription Fees"** means the annual subscription fees set out in **Schedule "A"** to this Agreement.

- i. **"Change Order"** means any written documentation between the City and Harris evidencing their Agreement change particular aspects of this Agreement.
- ii. **"Completion of Services"** means the Professional Services are complete and shall be deemed to have occurred on the date which the City commences using the Services.
- iii. **"Confidential Information"** means, with respect to a party hereto, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the

parties to be considered confidential, proprietary, or is confidential under federal or state law or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information of Harris shall include, without limitation, the Software, the Documentation, and any information with respect to the Services that Harris may provide to City from time to time, including without limitation, all information disclosed by Harris relating to the security of its facilities, computer systems and products. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information and which such independent development can be established using evidence that would be acceptable to a court of competent jurisdiction. Confidential Information of Harris shall include, without limitation, the Services, the Software, Documentation, and any information with respect to the Services that Harris may provide to City from time to time, including without limitation, the terms and conditions of this Agreement and all information disclosed by Harris relating to the security of its facilities, computer systems and products.

- iv. **Data Conversion Fees"** shall have the meaning set forth in Section 10 of this Agreement.
- v. **Data"** means all data that is provided by the City to Harris and all other content transmitted, posted, received or created through City's use of the Services or the Software.
- vi. **"Documentation"** means user guides, operating manuals, education materials, product descriptions and specifications, technical manuals, supporting materials, and other information relating to the Software or used in conjunction with the Software, whether distributed in print, magnetic, electronic, or video format, in effect as of the date the Software are provided to the City.
- vii. **"Fees"** means the Annual Subscription Fees, Professional Services Fees, Conversion Costs and other Fees as may be further described and listed in **Schedule "A"** of this Agreement.
- viii. **"Professional Service(s)"** means those implementation, training, consulting and professional service(s) provided by the Harris Professional Services team as further described in Schedule "A" and Schedule "C" to this Agreement.



- ix. **"Professional Services Fees"** means the Professional Service(s) fees set out in **Schedule "A"** to this Agreement.
- x. **"Services" and "Software Services"** each means the web-based service(s) commonly referred to as a "Software as a Service" (SaaS) solution to be provided by or on behalf of Harris under this Agreement that includes hosting, monitoring, operating and maintaining the Software as a service at a site owned or controlled by Harris and the delivery of non-exclusive access via the Internet to City to use the Software, as a service, granted to City pursuant to Section 2 hereof. The Services shall also include storing all data entered and maintained by Users through use of the Services.
- xi. **"Software"** means the software product(s) that are owned by Harris, delivered as a SaaS solution and listed in **Schedule "A"**.
- xii. **"Student Data Privacy Rider"** means the student data privacy rider attached to this Agreement as **Schedule "E"**.
- xiii. **"Support Services"** means those support services to be provided by the Harris Support team as further described in **Schedule "D"** to this Agreement
- xiv. **"Third Party Components"** means any third party telecommunications, energy/utility transportation, managed facilities and/or software applications and services that Harris or its service providers has licensed or purchased and provided access to or otherwise made available to City as part of the Services.
- xv. **"User"** means an employee or agent of City that has been authorized by the City in writing to access and use the Services.

## 2. Authorization

2.1 Subject to the terms and conditions of this Agreement , including without limitation, payment by City of the Professional Services Fees required for set-up and the Annual Subscription Fees, Harris hereby grants to City a personal, non-exclusive, non-transferable limited right during the Term (a) to allow Users to access and use the Services on an annual subscription basis and in accordance with the Documentation solely for City's internal business purposes and (b) to use, copy and modify the Documentation solely for the purpose of creating and using internal training materials relating to the Services.

## 3 Compensation/.Fees

3.1 The City shall compensate Harris for provision of all of the goods and services set forth in this Agreement, in this Section 3 and as further set forth in .the attached **Schedule A**.

3.1.1. **Fee Schedule.** The fee payable to Harris shall not exceed **One Hundred Sixty-Six Thousand Seven Hundred Dollars (\$166,700.00)** for the initial term and four

successive years, for all services set forth in this Agreement, and shall be in accordance with pricing and payment terms set forth in **Schedule A**, and as further set forth below:

- i. Year One - commencing July 1, 2017 or "Go-Live Date" and ending 365 days thereafter.
  - a) Software Products, Installation, Licensing, Maintenance, and Travel expenses, Forty-Seven Thousand Nine Hundred Forty-Four Dollars.....\$47,944.00
  
- ii. Years Two through Five  
License/Maintenance Fees \$29,689 per year  
For a total of One Hundred Eighteen Thousand Seven hundred Fifty-Six Dollars.....\$118,756.00.
  
- iii. Total Compensation.....\$166,700.00

**3.1.2. Limitation of Payment.** Compensation payable to Harris is limited to those fees set forth in Section 3.1.1 above. Such compensation shall be paid by the City upon review and approval of Harris' invoices for payment. Consultant's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

**3.2** In consideration of receiving the Services and the Professional Services, City agrees to pay to Harris the Fees and all pre-approved applicable travel and lodging expenses as described in Section 4 of this Agreement in accordance with the payment terms as defined in **Schedule "A"**. The Annual Subscription Fees, Professional Services Fees and any other fees set out in this Agreement are exclusive of taxes.

#### **4. Travel and Lodging Expenses**

**4.1** Pre-approved Travel and lodging expenses will be billed in conjunction with any Professional Services work performed at City's offices by any Harris personnel. Harris travel expenses are billed to City for each Harris employee providing Professional Services as follows, and in accordance with the Pricing Schedule and estimate set forth In **Schedule A**:

- i. Lodging and Hotel expenses: If the Harris employee must spend the evening.
- ii. Airfare expenses: If the Harris employee must travel by air to reach City's offices
- iii. Rental Car or Taxi fees: As appropriate to travel to and from City's offices.  
Personal Vehicle expenses: If a Harris employee uses his/her personal vehicle, mileage will be charged at the currently published IRS reimbursement rate.
- iv. Personal Vehicle expenses: If a Harris employee uses his/her personal vehicle, mileage will be charged at the currently published IRS reimbursement rate
- v. Per Diem expenses: Fifty-five dollars (\$55) per day will be charged to cover meals and incidentals when an employee is at or traveling to and from City's offices. If an employee must travel on Saturday, Sunday, or a holiday, or is at

City's office on a holiday, the Per Diem rate shall increase to one hundred ten dollars (\$110) per day for the corresponding days. Harris reserves the right to change the rates charged for reimbursable meals and incidentals.

Harris will use its reasonable efforts to minimize all travel and lodging expenses. Only actual pre-approved travel and lodging expenses will be billed to the City.

## 5. Term

5.1 Unless terminated earlier, in accordance with the terms hereof, this Agreement shall commence on the earlier of, July 1, 2017 or the "Go-Live Date and shall continue for a period of one (1) year from said "Go Live Date" (the "**Initial Term**"). After the Initial Term, the Agreement shall be renewed for four (4) successive one (1) year periods (each a "**Renewal Term**") unless either party provides written notice to the other party of its intention not to renew within one hundred and ninety (90) days of the end of the then current term. The Initial Term and Renewal Term(s) shall collectively be referred to as the "Term".

5.2 Go- Live Date shall be once the initial Services listed in **Schedule "A"** are installed in the Hosted environment and the installed products are formally available and ready for use by the City and can complete the transactions and functions they are intended to complete. Said date will be upon completion of installation and testing of the product by the City and Harris.

## 6. Restrictions on Use

6.1 Except as expressly provided herein, City may not give away, rent, lease or otherwise sell, re- sell, sublicense, distribute or transfer the license rights granted under this Agreement or otherwise use the Software Services except as expressly permitted by this Agreement without the prior written consent of Harris.

- i. City agrees that it will not reverse engineer, decompile, translate or otherwise attempt to derive, or permit or help others to derive the source code relating to all or any part of the Software or Software Services, or attempt to otherwise convert or alter the Software or Software Services into human readable code, except to the extent applicable law expressly prohibits the foregoing restriction.
- ii. City may duplicate Documentation, at no additional charge, for City's internal use so long as all required proprietary markings are retained on all duplicated copies.
- iii. No third party, other than duly authorized agents or employees of City authorized pursuant to Section 2 hereunder, shall have access to or use of the Software Services.
- iv. City shall not copy, frame or mirror any part or content of the Services, other than copying or framing on City's own intranets or otherwise for City's own internal business purposes.

- v. City shall not access the Services in order to (i) build a competitive product or service; (ii) copy any features, functionality or graphics of the Software; or (iii) knowingly allow access to any competitor of Harris.
- vi. The City shall not transmit, upload, post, distribute, store or otherwise publish, through use of the Services, any data, material or Information that: (i) contains a software virus, Trojan horse, worm or other harmful or deleterious computer code, files or programs that may adversely affect any hardware or software, or that intercepts or misappropriates any data or information; (ii) is threatening, defamatory, libelous, harassing, profane, is an invasion of privacy, offensive, obscene or harmful; (iii) infringes or otherwise violates any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party; (iv) violates any law, statute, ordinance or regulation; or (v) includes unsolicited bulk e-mails, advertisements or solicitations.  
City shall not knowingly transmit any data to the system used by Harris to provide the Services that contains software viruses or other harmful or deleterious computer code, files or programs
- vii. City shall not interfere with or disrupt services or networks connected to the system used to provide the Services and shall not attempt to gain unauthorized access to the Services or such services or networks connected to the system used to provide the Services.
- viii. City shall not use the Services to store or transmit any material that is infringing, libelous, an invasion of privacy, obscene, offensive, harmful, illegal or would otherwise violate or infringe the rights of any third party.
- ix. City shall not provide the results of using the Services for the purposes of monitoring its availability, performance, functionality, benchmarking or competitive analysis to any third party.
- x. In addition to its termination rights under Section 16, Harris may restrict or limit City's access to the Services if Harris reasonably determines that City has engaged in or is likely to engage in (whether knowingly or unknowingly) any prohibited conduct described herein and such conduct, in Harris' reasonable opinion poses any risk of any kind or nature to Harris or its service providers' network, business or other customers. As promptly as practicable after becoming aware of City's engagement in any such prohibited conduct, Harris will use reasonable efforts to notify City of the restriction or limitation to City's access to the Services and will promptly restore City's access after Harris has had reasonable assurance that such conduct has been permanently discontinued. In addition to and without limiting the foregoing, Harris reserves the right to refuse to post or to remove in whole or in part any information or materials provided or submitted by or on behalf of City in connection with its use of the Services that Harris determines, in its reasonable discretion, are either in violation of this Agreement or pose any risk of any kind or nature to Harris or its service provider's network, business or other customers, except

that under no circumstances will this section preclude Harris from its obligation to delete and/or destroy and any and all Student Data in its control or that of a contracted third-party service provider in accordance with the terms of the Student Data Privacy Rider.

## **7. Services Availability (SaaS)**

**7.1** Harris shall provide all facilities, equipment, and software required to make the Software Services available.

**7.2** Harris shall use commercially reasonable efforts to make the Software Services available to Users twenty four (24) hours per day, seven (7) days per week; subject to the terms further defined in **Schedule "B"**.

**7.3** Harris reserves the right to have additional User acceptance criteria that may be applied to Users prior to their ability to have access to the Software Services ("User Acceptance Criteria"). Harris shall inform City of such User Acceptance Criteria but Harris shall be free to implement and amend such User Acceptance Criteria at any time without prior written warning to the City and/or to Users; provided, if any such additional User Acceptance Criteria is of a material nature or would in any way impair or require a material modification of City's intended use of the Software Services, such additional User Acceptance Criteria shall not be binding upon City unless agreed to in writing. In the event of a conflict between the terms and conditions of the User Acceptance Criteria and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall govern.

**7.4** Harris shall provide installation, configuration, system administration and maintenance of the facilities and equipment and software required to operate and ensure availability of the Software Services. City, not Harris, shall be responsible for creating and maintaining all User account information and for performing all other application level system administration functions that are available within the Software Services.

**7.5** Harris shall comply with the terms and conditions regarding access and use of Data as set out in Section 18 of this Agreement and the Student Data Privacy Rider (in compliance with Public Act 16-189, An Act Concerning Student Data Privacy) (together the "Data Agreements").

**7.6** City acknowledges that in order to provide the Services Harris may be required to purchase access the Third Party Components. City further acknowledges that the availability of such Third Party Components is based solely on the best information available to Harris and its service providers as of the Effective Date including third party representations and government regulations and is subject to change during the Term with little or no advance notice. If any necessary Third Party Components are determined by Harris to be unavailable as a result of changes to any third party availability, governmental regulations or other condition or circumstance outside of Harris' control, then (a) Harris shall not be in breach hereof or otherwise liable for any failure or inability to provide the Services as a result of such unavailability of any Third Party Components; and (b) Harris may in its sole discretion

modify, change or replace the applicable Third Party Components and otherwise attempt to mitigate the impact of the such unavailability of Third Party Components, subject to the right to terminate set out in Section 17.

## **8. City Responsibilities**

**8.1 Cooperation by City.** City acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of City and its staff and agrees to act reasonably and co-operate fully with Harris to achieve the Completion of Services related to any Professional Services provided by Harris. To enable Harris to provide effective Support Services, the City will establish auto remote access based on remote access procedures compatible with Harris' practices.

**8.2 Project Manager.** City shall appoint a project manager who shall work closely with Harris to facilitate the successful completion of the implementation process and who shall be responsible for supervising City staff and ensure their co-operation with and participation in such process during any Professional Services engagement.

**8.3 City Equipment.** City agrees that it shall be responsible, at its sole expense, for providing all Internet access, including but not limited to obtaining, installing and maintaining all equipment, hardware, network, Internet or direct telecommunications connections and software applications (e.g. web browser) at City's facilities required for Users to access and use the Services . Harris shall not be responsible for the operation of any Internet, network or other communication services of City. City further acknowledges that access to and the operation of the Services requires City's and Users' hardware to be of sufficient quality, condition and repair, and City agrees to and/or to ensure that Users' maintain their applicable hardware in the appropriate quality, condition and repair at its sole cost and expense. These requirements may also be necessary in order to facilitate the achievement of Completion of Services related to any Professional Services supplied by Harris.

**8.4 Passwords.** City agrees to comply with all Harris security policies and procedures as provided to it and amended from time to time. City and its Users shall be responsible for keeping any and all passwords and user ID's assigned to it its Users secret and confidential. City agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using City's or its Users' passwords and user ID's, as well as any obligation that may result from such use. City agrees to notify Harris in writing to change City or User's password(s) for any reason, including without limitation if it believes that a password has been stolen or might otherwise be misused. City agrees to notify Harris immediately of any unauthorized use of any password or user ID or any other breach of security suspected by City.

**8.5 Users.** The City is responsible for: (i) the actions of Users using the Services in accordance with this Agreement; (ii) ensuring that Users agree to any further terms and conditions as may be provided by Harris from time to time for Users; and (iii) informing Harris of any information about Users' actions that may affect either the Services or third party data

contained in or used by the Services, or Harris' ability to provide the Services as contemplated by this Agreement.

**8.6 Compliance with Laws.** City represents and warrants to Harris that it and its Users will at all times be in compliance with all applicable local, state, provincial, federal and international laws including but not limited to those laws regarding restrictions on exports, defamation, libel, harm to reputation, invasion of privacy, misuse or failure to protect personal information, violation of secrecy, confidentiality, unfair competition and other situations which could generate liability.

**8.7** Harris represents and warrants to City that it and its employees will at all times comply with the laws of the United States of America and the laws of the State of Connecticut to the extent applicable to the provision of the Services, including but not limited to the Family Education Rights and Privacy Act (FERPA), those laws regarding restrictions on exports, defamation, libel, harm to reputation, invasion of privacy, misuse or failure to protect personal information, violation of secrecy, confidentiality, unfair competition and other situations which could generate liability

**8.8 Data Security.** City acknowledges and agrees that use of or connection to the Internet is inherently insecure and provides opportunity for unauthorized access by a third party to City's and its Users' (as well as Harris') computer systems, networks and any and all information stored therein. City is solely responsible for ensuring that (i) City's computer systems are secure and protected from unwanted interference (such as "hackers" and viruses), (ii) all transmissions are screened for viruses or other harmful code prior to transmission to Harris' servers; and (iii) Data is encrypted.

**8.9** Harris does not guarantee the privacy, security, authenticity, and non-corruption of any information transmitted or stored in any system connected to the internet and Harris shall not be responsible for any use by City or any user of City's internet connection in violation of any law, rule or regulation.

## **9. Delivery Schedule**

**9.1** The parties will mutually agree in writing upon a delivery schedule based on, among other things, the purchased modules, required training and availability of both City and Harris staff members.

## **10. Data Conversion Fees**

**10.1** Harris may offer data conversion services for the purpose of migrating existing City data to a format usable by the Purchased Service. The success of the data conversion effort is largely based on the format and quality of the City provided data. Unless otherwise indicated, converted data is strictly limited to non-dollar amounts and typically includes information such as names, addresses, and phone numbers. Only information explicitly listed in this Agreement will be converted. In certain instances, initial cost estimates for a data conversion may have been included in a Professional Services pricing proposal. Unless

specifically included in this Agreement as part of **Schedule "A"**, said cost estimates, and all prior data conversion cost estimates, are not binding nor are they incorporated into this Agreement. Accordingly, Harris shall notify City of the final data conversion fees and costs after the City provided sample data is examined by Harris to verify existing City data formats and data integrity; but before data conversion efforts are commenced. In such event, and upon receipt by Harris of notice in writing from City that said data conversion fees are acceptable, such data conversion fees (Data Conversion Fees) shall be in addition to all fees currently stated in this Agreement.

**10.2** Any costs associated with obtaining the data from an existing City vendor are the responsibility of the City. Sample data shall be provided in standard fixed length format, CSV format, or another mutually agreed upon format with ASCII display characters only. Data must be on a media formats readable by Harris.

**10.3** Wherever possible, the data extraction shall be done twice. The first extraction is to test and create the conversion tools. The second extraction is done when the implementation is ready to go live.

**10.4** In the event a data re-conversion is required, for whatever reason, City will be billed at the Professional Services Fee rate set out in **Schedule "A"** to this Agreement.

## **11. Forms**

**11.1** The use of Harris standard forms ensures compatibility with the Software Services. City agrees to use standard Harris forms for use with the Services. City may purchase standard forms from Harris and Harris agrees to provide said forms to City at a competitive price. City must notify Harris in writing in the event that City elects to order forms from a third-party forms provider so that Harris is able to confirm that said third-party provider forms are compatible with the Software Services. In the event that City purchases non-compatible forms and has not received written confirmation from Harris that said forms are compatible with the Services, Harris may be required to modify the Services to be compatible with the third-party provided forms. In such event, Harris may issue a Change Order to City for the purpose of completing modifications to the Services and underlying software. Said modifications shall be billed to City at the rate of one hundred-seventy five dollars (\$175) per hour; with a minimum of four (4) hours effort. Said Change Order must be executed by both parties prior to commencement of the corresponding Professional Services.

## **12. Professional Services & Support Services**

**12.1 Professional Services and Support Services.** Subject to the terms and conditions of this Agreement, Harris shall provide the Professional Services to City in accordance with **Schedules "A" and "C"** and the Support Services in accordance with **Schedule "D"**

**12.2 Manner of Performance.** Harris shall perform the Professional Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof. Harris shall determine in its sole discretion the manner and means by



which the Professional Services shall be performed, with due consideration of adequate knowledge transfer to City personnel. Harris will communicate openly with City in its methodology, manner and means.

**12.3 Conduct on City's Premises.** In the event that Harris is required to perform Professional Services on City's premises, any such Professional Services shall be performed with City's full co-operation and on the premises of City or, if agreed to by both parties, at an alternate location. Harris agrees that, while working on City's premises, each of its employees shall observe City's rules and policies provided to Harris in writing relating to conduct thereon.

### **13. Warranty and Warranty Disclaimer; Indemnification**

**13.1 Limited Warranty.** Harris warrants to City that the Services, Professional Services, the Software Services and Support Services shall be performed at a professional level consistent with industry standards and that the Software and the Services shall substantially conform to the specifications, as stated in Harris' manual and other documentation provided to City, provided that all use of the Services is for the purposes and in the environment for which they were designed and in accordance with such specifications. City's primary remedy in the event the Services do not conform to the foregoing limited warranty is for Harris to use commercially reasonable efforts to correct such non-conformance and the right of City to terminate this Agreement in accordance with Section 16(b).

**13.2 Warranty Disclaimer.** To the greatest extent permitted by law, except for the express limited warranty set out in section 13.1, the Services, the Software, the Software Services, the Professional Services and any other products or services provided under this Agreement are provided to City "as is" and there are no other warranties, representations or conditions, expressed or implied, written or oral, arising by statute, operation of law, course of dealing, usage of trade or otherwise, regarding them or any other product, service or material provided hereunder or in connection herewith.

Harris, its licensors and suppliers disclaim any implied warranties or conditions regarding the Software, the Software services, the Services, the Professional Services and any other products, services and materials provided hereunder or in connection herewith, including, but not limited to, warranties of merchantable quality, merchantability, durability and fitness for a particular purpose, title or non-infringement.

Harris does not represent or warrant that the Services or the Software shall operate error free or uninterrupted, shall meet any or all of customer's particular requirements, that all errors or defects in the Services can be found or corrected.

Without limiting the foregoing, Harris does not make any representations or warranties whatsoever with regard to products or services from third parties (including without limitation the third party components, the hardware, the operation of the internet, network or other communication services) and assumes no responsibility or liability with respect to the foregoing or the appropriateness of your data management system or the accuracy of data contained in such system.

No Agreements varying or extending any express warranties set forth in this Agreement shall be binding on either party unless in writing and signed by an authorized signing officer of Harris.

#### **14. Indemnity.**

**14.1 Harris Indemnity.** In the event there is a third party claim against City alleging that City's use of the Software or Services in accordance with this Agreement constitutes an infringement of a Canadian or United States' patent, copyright, trade-mark or trade secret or other intellectual property that is valid and enforceable in City's jurisdiction, Harris shall, at its expense, defend and indemnify City and pay any amounts finally awarded against City by a court of competent jurisdiction or agreed to in a settlement approved by Harris in advance, provided that: (i) City gives Harris prompt written notice of any such claim and full opportunity to defend the same; (ii) City has not made any admissions or entered into settlement negotiations either prior to or after providing notice to Harris of the applicable claim except with Harris's prior written consent, (iii) Harris has control of the defense of any claim or proceeding and all negotiations for its compromise or settlement; and (iv) City assists and provides information to Harris throughout the action or proceeding.

Harris' liability for any claims under this Section 13 shall be reduced to the extent such claim arises from: (i) alterations or modifications to the Software or Services by City or a third party in any manner whatsoever except with the prior written consent of Harris; (ii) combination, integration or use of the Software or Services with software, hardware or other materials not approved by Harris where such claim would not have arisen but for such combination, integration or use; (iii) use of the Software or Services other than in compliance with this Agreement; (v) compliance with the City's written instructions or specifications; or (vi) use of the Software or Services after notice from Harris that it should cease due to possible infringement.

Any breach by City of its covenants under this Section 13 shall nullify this indemnity but not the sole right of Harris to have full and complete authority of the defense to defend such claim or proceeding and of all negotiations related therewith and the settlement thereof. In the event that the City's use of the Services is finally held to be infringing or Harris deems that it may be held to be infringing, City agrees that the a remedy available to it is that Harris shall be, at Harris's election, for Harris to: (1) procure for the City the right to continue use of the Services; or (2) modify or replace the Services so that it becomes non-infringing.

The indemnity provisions of this Section 14.1 shall not apply to any Third Party Components.

**14.2 City Indemnity.** Except to the extent any loss, cost, damage or expense is due to Harris's or its agents or sub contractors' acts or omissions, City is solely responsible for its and its User's use of the Data, its use and its Users' use of the Services in any way, and all legal liability arising out of or relating thereto. Except to the extent any loss, cost, damage or expense

is due to Harris's or its agents or sub contractors' acts or omissions, City shall defend, indemnify and hold Harris and its third party service providers, if applicable, and each of their respective officers, directors, employees and agents (the "Indemnities") harmless from and against any and all losses, costs, damages and expenses (including reasonable attorney's fees) that the Indemnities may suffer in connection with any demands, claims, actions, suits or proceedings arising out of or in connection with (i) the use of the Services including but not limited to any Third Party Components by City or its Users; (ii) any breach by City or its Users of this Agreement; or (iii) City's Data, including but not limited to any third party claims that the inclusion, use, reference, incorporation of or linking to any third party materials or the City's Data violates such third party's copyright and/or other intellectual property, privacy or other rights, or that such use is illegal.

**14.3 Personal Injury and Property Damage Indemnity.** Each of the parties shall indemnify, defend, and hold harmless the other and its commissions, agents, directors, officers, officials and employees, boards and the City's Board of Education (if applicable) ("Representatives") from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of third party claims for bodily injury or damage to real or tangible property to the extent caused directly by the negligence or willful misconduct of the indemnifying party or its Representatives, provided that , provided that: (i) the party to be indemnified gives the indemnifying party prompt written notice of any such claim and full opportunity to defend the same; (ii) the party to be indemnified has not made any admissions or entered into settlement negotiations either prior to or after providing notice to the indemnifying party of the applicable claim except with the indemnifying party's prior written consent, (iii) the indemnifying party has control of the defense of any claim or proceeding and all negotiations for its compromise or settlement; and (iv) the party to be indemnified assists and provides information to the indemnifying party throughout the action or proceeding.

**14.4.** In any and all claims against the City or any of its boards, agents, employees or officers by Harris or any employee of Harris, any sub contract, agent or, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 13.4, 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 Harris or any sub-contractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

## **15. Limitations on Liability**

**15.1** To the greatest extent permitted by applicable law, except for Harris' indemnity obligation in section 14.3, CITY agrees that the entire liability of Harris and City's exclusive remedy with respect to the services, the software, the software services, the professional services and any other products, materials or services supplied by Harris in connection with this Agreement for damages for any cause and regardless of the form of action, whether in

Agreement or in tort, including fundamental breach or negligence, shall be limited to actual direct damages and shall not exceed in the aggregate the annual subscription fees paid by City to Harris under this Agreement.

**15.2** Except for Harris' indemnity obligation in section 14.3 and City's indemnity obligations in section 14, City and Harris each further agree that in no event shall the other party be liable, regardless of the form of action, whether in Agreement or in tort, including fundamental breach or negligence, for any indirect, punitive, consequential, incidental, special, or exemplary damages whatsoever, including without limitation for lost profits, loss of revenue, failure to realize anticipated savings, lost or damaged data, loss of goodwill, business opportunities or reputation, or economic loss, arising out of or in connection with this Agreement, even if it has been advised of the possibility of such potential loss or damages, or such losses or damages are foreseeable.

## **16. Harris' Insurance**

**16.1.** Harris shall not commence work under this Agreement until all insurance required under this Section 9 has been obtained by Harris and such insurance has been approved by the City. Harris shall not allow any sub-contractor to commence work until all insurance required of any such sub-contractor 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.

**16.2.** At no additional cost to the City, Harris 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 Harris's obligation under this Agreement and Harris shall require any subcontractor to comply with the requirements of this Section and deliver to Harris certificates of insurance to the City.

**16.3.** Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 24 months..

**16.4.** The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by Harris:

**16.4.1 General Liability Insurance: \$1,000,000.00** per occurrence,  
**\$2,000,000.00** aggregate and **\$2,000,000.00** Products and completed operations  
aggregate

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

**16.4.2 Automobile Liability Insurance: \$1,000,000.00** combined single limit (CSL) 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..

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

EL Each Accident **\$500,000.00**

EL Disease Each Employee **\$500,000.00**

EL Disease Policy Limit **\$500,000.00**

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

**16.4.4 Excess/Umbrella Liability Insurance: Not Applicable.**

**16.4.5 Cyber Liability Insurance: \$1,000,000.00** each Wrongful Act.  
**\$1,000,000.00** Aggregate

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

**16.6. Cancellation:** The City of Waterbury shall receive written notice of cancellation from Harris at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

**16.7. Certificates of Insurance:** Harris's Commercial General, and Automobile Liability Insurance policies shall be on a primary and non- contributory basis and provide a waiver of subrogation. The coverage and limits provided under Harris's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time Harris executes this Agreement, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages. The City's request for proposal number must be shown on the certificate of insurance. Harris must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). The Commercial General Liability policy will not be cancelled by the insurer 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. City has been provided with and the City has deemed acceptable a Blanket Form Endorsement related to any requirement for an additional insured and the City agrees that so long as the Blanket Form Endorsement is in place, that no actual requirement to be shown as an additional insured on a certificate of insurance is required.

**16.8.** No later than thirty (30) calendar days after City's request, Harris shall deliver to the City a copy of Harris' insurance certificates, endorsements and riders.

## **17. Change Order Process**

**17.1** With respect to any proposed changes to the Professional Services defined by this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change in the allocation of the resources of Harris applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require Harris to provide additional work hours, Harris may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing the Professional Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute. The following individuals are authorized to sign off on Change Orders on the City's behalf:

Name: Linda Franzese

Title: Director of Food Service

## **18. Cancellations and Termination**

**18.1** Professional Services may be cancelled as follows:

Cancellation of any on-site Professional Services by City is allowed for any reason if done in writing more than fourteen (14) days in advance of such Professional Services. In the case of cancellation of Professional Services within fourteen (14) days or less of scheduled on-site Professional Services, City will be billed for any non-recoverable costs incurred by Harris due to advance scheduling of travel. Additionally, City hereby acknowledges that cancellation of on-site services means that such on-site services will be rescheduled as Harris' then current schedule permits. Harris is not responsible for any delay in City's project resulting from City's cancellation of Professional Services. If additional services are required because the City was not adequately prepared for the on-site services, Harris will provide a Change Order to the City for the additional services.

**18.2** This Agreement may be terminated as follows:

**18.2.3 Termination for Cause by either party.** If either party is in breach of any of its obligations or any provision under this Agreement, the other party must notify the breaching party in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the breaching party must correct the default at no additional cost to the other party within thirty (30) days, or issue a written notice of its own disputing the alleged default within thirty (30) days, of the date of receipt of a Default Notice. If the breaching party fails to correct the default within such thirty (30) day period, the other party may terminate this Agreement upon written notice to the other party to that effect.

**18.2.6. Termination for Non-Appropriation or Lack of Funding.** Harris 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. Harris 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.

**i. 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 Harris.

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

**18.2.7 Termination Without Cause Either Party** Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (i) becomes insolvent; (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof; or (iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.

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

**19. Effects of Termination/ Rights Upon Cancellation of Termination.**

**19.1** In the event of termination or expiration of this Agreement:

**19.1.1 Termination for Lack of Funding or Convenience.** In the event of termination of this Agreement by the City for lack of funding or convenience, the City shall pay Harris for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date. Each of the parties shall be required to exercise commercially reasonable efforts to mitigate damages.

**19.1.2 Delivery of Documents.** In the event of termination of this Agreement, (i) Harris shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, the City, and (ii) the City shall pay Harris for all services performed prior to the effective date of the termination (except to the extent any invoice amount is disputed).

**19.1.3 Rights Cease.** All rights granted to the City in this Agreement shall immediately terminate and Harris will immediately cease to perform or provide the Services.

**19.1.4** City will pay all undisputed amounts due under this Agreement up to and through the date of termination and all costs reasonably incurred in collecting the amounts due to Harris (including court costs, attorney fees, and repossession charges to the extent not prohibited by law).

**19.1.5** City shall return to Harris or at Harris' option purge or destroy all copies of any Confidential Information of Harris in its possession or under its control (except as required under any statute or Legislation related to retention requirements), and provide a duly authorized certificate of an officer of City confirming same within thirty (30) days. Harris shall return to City or at City's option purge or destroy all copies of any Confidential Information of City, including Data, in its possession or under its control (except as required under any statute or legislation related to retention requirements), and provide a duly authorized certificate of an officer of City confirming same within thirty (30) days. This section shall survive termination of this Agreement. Except as otherwise provided in this Agreement, termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

**19.1.6** Upon termination, Harris will furnish the City with a copy of the Data in a



format to be mutually agreed upon between the parties in writing (typically a .csv file). The anticipated services to provide a copy of the Data are one to two days and will be billed at Harris' then current daily rate. Upon receipt of notice from City confirming receipt of the Data, Harris shall destroy all copies of the Data and delete all Data on the database and/or in the possession of any third-party service provider and an Officer of Harris shall certify the destruction and deletion to the City. Subject to any legal requirement that Harris must retain a copy of the Data, Harris shall protect such Data in accordance with the terms of this Agreement. . Notwithstanding the foregoing, Harris shall be permitted to delete all Data without providing notification to City and Harris shall not be required to adhere to the time frames detailed above where Harris is required by law to delete such Data. This section shall survive termination of this Agreement.

**19.1.7** Except as otherwise provided in this Agreement, termination of this Agreement shall be without prejudice to any other right or remedy to which either party may be entitled to at law or in equity.

## **20. Ownership By Harris.**

**20.1** Harris its service providers and licensors are and shall at all times remain the owner of all copyright, trademarks, trade secrets, patents and any other intellectual property rights in and to the Services, Software, Software Services, Software as a Service solution, and related Documentation, materials, logos, names and other support materials provided pursuant to the terms of this Agreement. City shall acquire no right whatsoever to all or any part of the Services, Software, Software Services or underlying software except the limited right to access and use the Software Services in accordance with the terms of this Agreement and Harris and its licensors reserve all rights not expressly granted to City . City must fully reproduce any copyright or other notice marked on any part of the documentation or other materials on all authorized copies and must not alter or remove any such copyright or other notice. City hereby grants to Harris a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services, Software, Software Services, and underlying software any suggestions, ideas, enhancement requests, recommendations or other feedback provided by City relating to the operation of the Services or Software.

**20.1.1 City Data.** As between Harris and City, all Data will remain the sole and exclusive property of City. City is solely responsible for ensuring the accuracy, quality, integrity, reliability, appropriateness and right to view and use the Data. Subject to the terms and conditions of the Agreement, during the Term, City grants to Harris a world-wide, non-exclusive, royalty-free license to access the Data for the purpose of performing the Services. Access to the Data shall only be by Harris's employees and/or subcontractors whose job function requires access. Except as specified in this Agreement, Harris shall be responsible for the acts and omissions of any subcontractors. Harris may not access the Data for any other purpose without the express written consent of City. Access to Data by any outside party shall only be in accordance with the terms of this Agreement or where required by law.

In the event that Harris will have access to "education records" for the City's students as defined under the Family Educational Rights and Privacy Act (FERPA), Harris acknowledges that for the purposes of this Agreement it will be designated as a "school official" with "legitimate educational interests" in the Client's Education records as those terms have been defined under FERPA and its implementing regulations, and Harris agrees to abide by the FERPA limitations and requirements imposed on school officials. Harris will use the Education records only for the purpose of fulfilling its duties under this Agreement, and will not share such Data with or disclose it to any third party except as provided for in this Agreement, where required by law, or authorized in writing by City.

Harris will require its third-party service provider to protect any and all Data it receives in a manner consistent with the terms of this Agreement.

### **20.1.2 Data and Privacy Policy**

The City represents and warrants to Harris that: (a) City has full right to provide the Data to Harris and its third party service providers for the sole purposes of Harris and its third party service providers performing its obligations under this Agreement; (b) Data that is either provided to or acquired by Harris for the sole purpose of Harris and its third party service providers performing its obligations under this Agreement is subject to a City's privacy policy in effect as of the Effective Date and Student Data Privacy Rider P.A. 16-189, An Act Concerning Student Data Privacy, attached hereto as Schedule; (c) all applicable students, parents or guardians who are the owners of the Data have provided to City their written consent or the City has provided notice to all applicable students, parents or guardians who are the owners of the Data or otherwise met the requirements of An Act Concerning Student Data Privacy and all other applicable laws, rules, regulations applicable to the same and has provided notice pursuant for its collection, use and storage by Harris and its third-party service providers in accordance with this Agreement and for the sole purpose of Harris and its third party service providers performing its obligations under this Agreement; (d) City and Harris shall comply with all applicable privacy legislation as of the Effective Date in the performance of its obligations hereunder in respect of any Data collected, used, transferred, created or disclosed pursuant to this Agreement; and (e) City will not provide Harris with data of any kind for which Harris either has no need or does not have the right to collect, use and store under the terms of this Agreement.

## **21. Confidential Information**

**21.1** The parties agree to keep confidential any and all Confidential Information with respect to the other party which it has received or may in the future receive in connection with this Agreement and shall only disclose such Confidential Information of the other party (i) to its agents, employees or representatives who have a need to know such information, for the purpose of performance under this Agreement and exercising the rights granted under this Agreement, and who have entered into a non-disclosure Agreement at least as protective of the other party's Confidential Information as this Agreement, or (ii) to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the receiving

party shall give the disclosing party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The parties each agree to hold the other party's Confidential Information in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party.

**21.2** In addition to any other restrictions on Harris' use of the Data, the confidentiality obligations above apply except to the extent that both parties agree that the Data may be subject to privacy laws providing for the owners of the Data to review such Data or to challenge the collection and storage of the Data. City shall indemnify and reimburse Harris in relation to all reasonable fees and other disbursements paid by Harris to comply with such requests, whether by an individual or a government body, or to challenge such requests at either Harris' or City's request. City represents and warrants to Harris that as of the Effective Date no individual, governmental body or third party has requested a review of the Data or challenged the collection and storage of the Data to be stored in the Software.

## **22 General**

**22.1 Governing Law; Venue:** This Agreement shall be governed by and construed in accordance with the laws of the state of Connecticut and the federal laws of the United States applicable therein. This Agreement expressly excludes that body of law applicable to choice of law, the Uniform Commercial Code and the United Nations Convention on Agreements for the International Sale of Goods and any legislation implementing such Convention, if otherwise applicable. City and Harris hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in Agreement, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of Harris in connection therewith or contemplated thereby.

**22.2 Mediation:** Except where this Agreement explicitly states that this Section does not apply, the parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. Such mediator shall be knowledgeable in software system Agreements. The mediation shall take place in the State of Connecticut at a time which is mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notified the other of its desire to have a dispute be placed before a mediator. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written Agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time

**22.3 Notice.** Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered either personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of Harris to:

Harris

N. HARRIS COMPUTER CORPORATION  
1 Antares Drive, Suite 400  
Ottawa, Ontario, K2E 8C4 Attention: CEO  
Telephone: 613-226-5511, extension 2149

And in the case of the City, to:

The City of Waterbury Connecticut  
62 Harper Ave  
Waterbury, CT, 06705  
Attention: Linda Franzese  
Director of Food Service  
Telephone: 203-574 8036

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

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 22.1.3.

**22.1.4 Currency:** Unless otherwise indicated, all dollar amounts referred in this Agreement are in lawful money of the United States of America.

**23. Entire Agreement:**

**23.1** This Agreement together with the Schedules and Student Data Privacy Rider attached to this Agreement constitute the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous Agreements, representations, negotiations, understandings, arrangements, and communications between the parties, both written and oral, relating to the subject matter hereof. No terms and conditions in any City orders, or in any other documentation employed by or on behalf of City in connection with this Agreement, regardless of the date of such documentation, will affect the terms of this Agreement, even if such document is accepted by the receiving party, with such provisions being deemed deleted. This Agreement may only be modified by a written

amendment signed by an authorized representative of each of the parties

**24. Waiver.**

**24.1** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

**25. Assignment:**

**25.1** Neither party may assign any of its rights or duties under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, except that Harris may assign this Agreement without consent to an affiliate or to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.

**26. Severability:**

**26.1** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable under any applicable law, then such provision shall be deemed modified to the extent necessary in order to render such provision valid and enforceable. If such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect.

**27. Allocation of Risk:**

**27.1** City acknowledges and agrees that the warranty disclaimer and limitation of liability contained in this Agreement are fundamental elements of the basis of the bargain between Harris and City and set forth an allocation of risk reflected in the fees and payments due hereunder

**28. Relationship:**

**28.1** The parties are and shall at all times remain independent Contractors in the performance of this Agreement and nothing herein shall be deemed to create a joint venture, partnership or agency relationship between the parties. Neither party will have the power to bind the other party or to Agreement in the name of or create any liability against the other party in any way for any purpose. Neither party will be responsible for the acts or defaults of the other party or of those for whom the other party is law responsible.

**29. Force Majeure:**

**29.1** No default, delay or failure to perform on the part of Harris or City (other than a failure to pay) shall be considered a breach of this Agreement where such default, delay or

failure is due to a force majeure or to circumstances beyond its control. Such circumstances will include, without limitation, strikes, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy or default of a common carrier, unavailability of Third Party Components or other disasters or events.

### **30. Survival:**

**30.1** Sections 1 (Definitions), 3 (Fees), 4 (Travel and Lodging Expenses), 6 (Restrictions on Use), 8(f) (Compliance with Laws), 8.6 (Security), 8.7, 8.8 (Data Security), 8.9, 13 (Warranty and Warranty Disclaimer), 14 (Indemnity), 15 (Limitations of Liability), 19 (Effects of Termination), 20 (Ownership) , 21 (Confidential Information), 22 (General) and any other provision of this Agreement which is required to ensure that the parties fully exercise their rights and their obligations hereunder shall survive any termination or expiration of this Agreement unless and until waived expressly in writing by the party to whom they are the benefit.

### **31. Counterparts:**

**31.1** This Agreement may be executed in counterparts (whether by facsimile signature, PDF via email, or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

**32 Equitable Relief.** Each of the parties acknowledges and agrees that it would be difficult to compute the monetary loss to the other party arising from a breach or threatened breach of this Agreement by the other party or in the case of City, the City or a User and that, accordingly, such party will be entitled to specific performance, injunctive or other equitable relief in addition to or instead of monetary damages in the event of a breach or threatened breach of this Agreement by the other party or in the case of the City, the City or a User.

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

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

- i. It shall be a material breach of this Agreement, 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.

- ii. It shall be a material breach of this Agreement, and it shall be a violation of the City's Code of Ordinances for Harris 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 Agreement or Purchase Order, or to any solicitation or proposal therefore.
- iii. It shall be a material breach of this Agreement 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 Sub- Contractor or order, by or on behalf of a Sub- Contractor, Harris or higher tier Sub- Contractor r or any Person associated therewith, under a Agreement or Purchase Order to the City.
- iv. 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.
  - Upon a showing that a sub-contractor made a kickback to the City, Harris or a higher tier Sub- Contractor sin connection with the award of a Sub- Contractor or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the Sub- Contractor s or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the Sub- Contractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties
- v. It shall be a material breach of this Agreement and it shall be a violation of the City's Code of Ordinances for Harris to be retained, or to retain a Person, to solicit or secure a Agreement with the City upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee; and Harris, before being awarded a City Agreement, shall deliver to the City, on a City authored form, a representation that Harris has not retained anyone in violation of this subsection 32.6, the failure to deliver said form being a material breach of this Agreement and a violation of the City's Code of Ordinances. Note, however, this subsection f 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.
- vi. Harris hereby expressly represents that it has complied with those sections of the City's Code of Ordinances requiring that Harris has (i) delivered to the City an affidavit, on a City authored form, stating that Harris 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 Harris 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 g shall be deemed a material breach of this Agreement and shall be a violation of the City's Code of Ordinances.

- vii. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections i-vii..
- viii. Harris 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.
- ix. Harris hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburyct.org/content/9569/9605/9613/15125.aspx> [click link titled "The City of Waterbury Code of Ordinances Current to 12/31/2015". 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"].
- x. Harris 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.
- xi. As Harris conducts business with, Agreements, 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.



- xii. 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.
- xiii. Prohibition Against Contingency Fees. Harris hereby represents that it has not retained anyone to solicit or secure a Agreement with the City upon an Agreement or understanding for a commission, percentage, brokerage or contingency fee.
- xiv. Freedom of Information Act Notice. Pursuant to State statute, in the event the total compensation payable to Harris set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all of Harris' records and files related to the performance of this Agreement and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

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

WITNESSES:

CITY OF WATERBURY

\_\_\_\_\_  
 \_\_\_\_\_

By: \_\_\_\_\_  
 Neil M. O'Leary, Mayor

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

WITNESSES:

N. HARRIS COMPUTER CORPORATION

\_\_\_\_\_  
 \_\_\_\_\_

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

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

**SCHEDULE A**  
Pricing Terms



**SCHEDULE A**  
**Pricing Terms**  
**Quoting Document**

This Quoting Document, quote number 10619, between **The City of Waterbury of 235 Grand Street, Waterbury, CT 06702** ("Purchaser") and N. Harris Computer Corporation of 2540 Warren Drive, Suite A, Rocklin, CA 95677 ("Harris") confirms the quotation of the following Software Products, Annual Support and Maintenance, Professional Services, and/or Hardware as listed below. This Quote will expire unless signed and submitted by July 10, 2017.

**ETRITION CLOUD SOLUTION(S)**

PRODUCT NAME	QTY	ANNUAL SUBSCRIPTION FEE
PLSS100:POS Site License w/1 Serv Line (Per Site) Annual Subscription Fee, per Serving Location. Includes Administration, Students, Daily Sales, Free/Reduced Application, Point of Sales, One Serving Line and Live Vault Backup	30	\$18,000.00
PLSS101:POS Serving Line (Per Serving Line) Annual Subscription Fee, per Each Additional Serving Line	30	\$5,970.00
PLSS301:Menu Planning w/Nutritional Analysis Annual Subscription Fee	1	\$0.00
EZSP100:EZSchoolPay.com & EZMealApp.com Online parent portal including ability to accept payments, email payment reminders, and online transaction history. Online Parent Free & Reduced Application Processing.	1	\$0.00

PLSS201:Central Office Inventory Annual Subscription Fee Includes: PLSS221:Central Office Purchasing PLSS401:Central Office Bidding PLSS201:Central Office Inventory	1	\$900.00
PLSS251:General Ledger Annual Subscription Fee	1	\$1,399.00
PLSS202:Site Inventory (Per add'l inventory site) Annual Subscription Fee, Per Inventory Site Location	30	\$2,250.00
PLSS312:Site Production Site production license	30	\$1,170.00
<b>TOTAL ANNUAL SUBSCRIPTION FEE FOR CLOUD SOLUTIONS</b>		<b>\$29,689.00</b>

**PROFESSIONAL SERVICE(S)**

**PROFESSIONAL SERVICES**

DESCRIPTION	QTY	PRICE	ESTIMATED PRICE
PSPM100:Project Management Remote services, per hour (estimated). Initial discovery meeting with customer Coordination of server/environment setup Coordination of data setup and configuration Coordination of data import/export tasks Coordination and scheduling of trainers Transition from go-live to support	6	\$165.00	\$990.00
PSRS100: Remote Implementation Services, hourly Remote Implementation Services, hourly rate \$165 (services are estimated - if additional time is needed, it will be invoiced in 15 minute increments at the hourly rate)	10	\$165.00	\$1,650.00
PSOS101:On-Site Services Onsite Services: Training and/or System Setup/Configuration (per day). If additional days are needed or desired they will be billed at the daily rate of \$1095 per day	7	\$1,095.00	\$7,665.00
PSTE100:Travel expense estimate Actual expenses will be invoiced once incurred	1	\$1,950.00	\$1,950.00
<b>TOTAL PROFESSIONAL SERVICE(S)</b>			<b>\$12,255.00</b>

All charges are exclusive of out of pocket expenses for Professional Services performed. Charges for actual and reasonable out-of-pocket expenses including, but not limited to, travel and lodging expenses will be billed monthly as incurred.

**HARDWARE**

DESCRIPTION	QTY	PRICE	EXTENDED PRICE
HWKP200:21 key Keypad, USB 21 Key Keypad, USB	60	\$100.00	\$6,000.00
<b>TOTAL HARDWARE</b>			<b>\$6,000.00</b>

**SUMMARY**

ESTIMATED DELIVERY CHARGE (Ground)**	\$0.00
TOTAL ANNUAL SUBSCRIPTION FEE	\$29,689.00
TOTAL PROFESSIONAL SERVICES	\$12,255.00
TOTAL HARDWARE	\$6,000.00
TAX**	\$0.00
<b>GRAND TOTAL:</b>	<b>\$47,944.00</b>

\*\*This Agreement excludes freight, state, local, and federal taxes. These are due and payable by the Purchaser where applicable.

**OPTIONAL SOFTWARE PRODUCT(S)**

CIRCLE BELOW	PRODUCT NAME	QTY	SOFTWARE LICENSE FEE	EXTENDED PRICE	ANNUAL MAINTENANCE & SUPPORT FEE
Accept or Decline	PLOAXX:Online Applications {Qty}	250	\$0.75	\$187.50	\$0.00*

**PROFESSIONAL SERVICE(S)**

**OPTIONAL ETRITION CLOUD SOLUTION(S)**

CIRCLE BELOW	PRODUCT NAME	QTY	ANNUAL SUBSCRIPTION FEE
Accept or Decline	PLSS001:EZShoolLunch EZShoolLunch Complete Digital Signage Suite (includes menu & nutrition website & mobile app) Includes 43" Television. Packages start at \$4499 per sign. This price is per school location. Annual Maintenance Fee \$299 per school site per year.	1	\$299.00
Accept or Decline	PLSS001:EZSchoolLunch.com Menu & nutrition website and mobile app. Price is per school location. First year cost is \$649 per school. Annual Maintenance Fee \$299 per school site per year.	1	\$299.00
Accept or Decline	TLTN101:Voice Notification w/Text (per student) Annual subscription fee, per enrolled student. Allows unlimited outbound voice telephone notification and text notification alerts.	1	\$1.00

**OPTIONAL HARDWARE**

CIRCLE BELOW	DESCRIPTION	QTY	PRICE	EXTENDED PRICE
Accept or Decline	HWJS647 YUNO All-in-One Touch Screen Computer Yuno PCT: Intel Baytrail J1900 1.8GHz Quad Core, 8GB, 320GB HDD, Win POSReady10, with Wi-Fi. 15 inch monitor.	1	\$1,299.00	\$1,299.00

Quote Prepared By:

**Contact:** Domenic Gigliotti  
N. Harris Computer Corporation  
**Email:** dgigliotti@harriscomputer.com

**Additional Information: None of the information provided below is intended, nor may it be interpreted, to vary or modify in any way the terms and conditions, including prices, contained elsewhere in this Quote or in the applicable Terms and Conditions established at <http://support.harriscomputer.com>.**

**PAYMENT TERMS:**

The Annual Subscription Fee and Hosting Fees will be invoiced upon Agreement signing, and each anniversary date, and shall be due and payable in a timely manner. One-half of the Professional Services Fees stated above will be invoiced upon Agreement signing and shall be due and payable in a timely manner. The remaining Professional Services Fees and any applicable travel and lodging expenses will be invoiced as incurred and shall be due and payable in a timely manner.

**ADDITIONAL PROFESSIONAL SERVICE(S) FEES:**

Additional Professional Services may be provided on-site or via the telephone. Professional

~~PROFESSIONAL SERVICES~~ via telephone is billed at the rate of one hundred-sixty-five dollars (\$165) per hour. On-site work is billed at the rate of one hundred-sixty-five dollars (\$165) per hour with a minimum of six (6) hours plus travel, lodging and per diem expense. Professional Services performed one year or more after the execution date of this Agreement shall be billed at the then current Harris Professional Services rate. Help line support and Support Services do not include training or other Professional Services.

City shall incur a seven-hundred fifty dollar (\$750) daily surcharge for any Professional Services provided on weekends or Harris recognized holidays; plus the corresponding standard Professional Services fees and any applicable travel charges per paragraph 4.

Professional Services include, but are not limited to, the following: software installation, configuration, data validation, system setup, system balancing, interface setup, interface testing, process training, application training and business requirements gathering.

**Availability and Uptime Objectives:** Availability of the Services is defined as when the Software Services are operational and accessible via a public internet connection. The Services shall be unavailable during certain scheduled downtime periods for the purpose of conducting maintenance and upgrades to the Services.

1. Uptime is defined as the time that the Services are either available or in scheduled downtime. Specific Service Level Objectives relating to Uptime are as follows :
  - a. Routine scheduled downtime shall not exceed eight (8) hours per month, / averaged over twelve (12) months. Scheduled downtimes shall occur, to the extent practicable, during the weekend hours from 10:00 p.m. Friday to 3:00 a.m. Monday Eastern Time.
  - b. Harris shall notify City a minimum of five (5) calendar days prior to any period of scheduled downtime.
  - c. Harris reserves the right to schedule downtime for emergency situations with less than five (5) advance calendar days' notice.

Harris shall make commercially reasonable efforts to achieve the service level objectives described herein.

2. Harris will not be responsible for any failure to meet the above Service Level Objectives if the failure is caused by:
  - a. City's network infrastructure (equipment, software or other technology), City's connection to the Internet or an Internet failure beyond the control of Harris;
  - b. A breach of the Agreement by City, its employees, subAgreementors or agents ("City Representatives");
  - c. The negligence or intentional acts or omissions of City Representatives or Users;
  - d. Scheduled maintenance or other mutually agreed upon downtime; or
  - e. Any other force majeure event, as set out in Section 21(I) of the Agreement.

PROFESSIONAL SERVICE(S)

**Schedule "C"  
Professional Services**

In order to achieve the Completion of Services, Harris agrees, subject to the terms and conditions of this Agreement, to perform the following Professional Services for City:

1. If applicable, oversee and implement the conversion of City's existing software application data and migration to the purchased Harris Services substantially in accordance with the below Implementation Process Timetable.
2. Install the purchased Software Services in Harris' hosted environment, perform the necessary set up and configuration operations, perform initial testing and parallel testing in accordance with below Implementation Process Timetable.
3. Provide the training substantially in accordance with the below Implementation Process Timetable.

**IMPLEMENTATION PROCESS. AND TIMETABLE  
COMPLETION OF SERVICES - GLOBAL TIMETABLE**

1. Project Commencement Date: TBD at Implementation Planning Meeting
2. Estimated Project Completion Date: TBD at Implementation Planning Meeting
3. Project Schedule: TBD at Implementation Planning Meeting

The parties shall each assign a project manager responsible for driving tasks and deliverables for their respective team.

**COMPLETION OF SERVICES – KEY PHASE TIMETABLES**

**1. Conversion Process**

Projected Commencement Date:	July 1, 2017
Projected Completion Date:	No later than August 28, 2017 BD at
Estimated Hours Required:	1-10

**2. Installation/Setup**

Projected Commencement Date:	July 1, 2017	Projected Completion Date:
No later than August 28, 2017	Implementation Planning Meeting	Estimated Hours Required: TBD at



PROFESSIONAL SERVICE(S)

3. **Training**

- a. The parties will mutually agree upon an appropriate training schedule based upon the purchased modules and the corresponding required skills and availability of City staff members. Harris recommends a class size of eight (8) students. City may be assessed an additional charge at the then current Harris rates for class sizes larger than eight (8) students where it has been determined by Harris that an additional instructor is required.
- b. City is required to make copies of the training manuals for the training classes. Photocopy, electronic duplication and distribution is subject to the confidentiality restrictions and obligations contained in this Agreement.
- c. On-line reference documentation is available and may be printed by City solely for its internal use in accordance with Section 2 of this Agreement.

PROFESSIONAL SERVICE(S)

**Schedule "D"**

**Support Services Standard Guidelines**

The purpose of this Schedule "D" is to define:

- Harris' standard Support Services coverage (i.e. the Support Services that are included with the annual recurring subscription and hosting fees listed in Schedule "A"),
- Harris' call priorities process and escalation procedures, and
- Other relevant Support information.

Harris reserves the right to make modifications to this Schedule as required; provided, however, Harris shall not reduce the scope of Support Services provided hereunder without the prior consent of the City.

The services listed below are services that are included as part of Harris Support Services:

- 800 I 888 Toll Free Telephone support
- Software for Life Philosophy:
  - Guaranteed Support on the purchased Software Services for life, and
  - Seamless and Cost effective upgrade solutions to leverage technological advances.
- Technical troubleshooting & issue resolution
- E-mail support call logging and notification
- Free 24 x 7 online access to Support information
- Standard releases and updates :
  - Defect corrections (as warranted)
  - Planned enhancements
  - State and/or Federal mandated changes (charges may apply depending on scope)
  - Payroll regulated changes
  - Release notes

**Support Hours**

- Standard Support hours are from 8:00 a.m. EST to 8:00 p.m. EST, Monday to Friday, excluding designated company holidays as defined in this Schedule.
- Support hours may vary by specific product line.
- Weekend Support is available for an additional fee (and must be scheduled in advance).

**Response Times**

Harris uses commercially reasonable efforts to ensure that incoming calls are handled in the

PROFESSIONAL SERVICE(S) received. Please note that response times are dependent on the priority of a call and calls are escalated based on the urgency of the issue reported. Response time guidelines are as follows:

- Priority 1: 1 - 4 hours
- Priority 2: 1 - 8 hours
- Priority 3: 1 - 24 hours

### **Call Priorities: Defined**

In order to address Support calls efficiently, Harris' Support Services team will work with each City to determine the severity of the incident reported and assign a priority level to each case. The priority level relates to the impact of the incident on a particular City's ability to use Harris' products and/or solutions. Cases are then escalated through various levels of expertise for resolution. When a City initially contacts our Support Services team about a problem and a trouble ticket is opened, the City must set an initial Priority Level for the corresponding issue based upon Harris' incident case criteria as follows:

**"Priority 1 - High"** means a problem has occurred where (i) the City's mission critical system(s) are down; or (ii) a substantial portion of the City's mission critical data is at a significant risk of loss or corruption; or (iii) the City has experienced a substantial loss of service; or (iv) the City's business operations have been severely disrupted ; and in each of the foregoing situations (i) through (iv), no workaround is immediately available.

Examples of a Priority 1 issue include:

- i. The System or Service is Down or inaccessible
- ii. Inability to process payroll checks
- iii. Inability to process accounts payable checks
- iv. Inability to process bills
- v. System errors without workarounds
- vi. Incorrect calculation errors impacting a majority of records
- vii. Aborted postings or error messages preventing data integration and update
- viii. Performance issues of severe nature impacting critical processes
- ix. Hand-held interface issues preventing billing

**"Priority 2 - Medium"** means a problem has occurred where major functionality is severely impaired. The City's operations can continue in a restricted fashion, although long-term productivity might be adversely affected.

Examples of a Priority 2 issue include:

- i. System errors that have workarounds
- ii. Calculation errors impacting a minority of records
- iii. Reports calculation issues

PROFESSIONAL SERVICES) related issues (related to interfaces with our software and not the printer itself)

- v. Hand-held issues not preventing billing
- vi. Performance issues not impacting critical processes
- vii. Usability issues
- viii. Workstation connectivity issues (Workstation specific)

"**Priority 3 - Low**" means a problem has occurred that has a limited adverse effect on the City's business operations or (ii) a minor condition or documentation error that has no significant effect on the City's operations; or (iii) a suggestion for new features or an enhancement regarding the Services.

Examples of a Priority 3 issue include:

- i. Report formatting issues
- ii. Training questions, how to, or implementing new processes
- iii. Aesthetic issues
- iv. Recommendations for enhancements on system changes  
Questions on documentation

### **Call Process**

All Support issues or questions must be initiated with a Support call via one of the following channels:

- Phone
- eSupport (via website),
- email, or
- fax

1. All calls must contain at a minimum: organization name, contact person, software or product name and version, module and/or menu selection, nature of issue, detailed description of the question or issue and any other information believed to be pertinent.
2. All calls are logged into Harris' support tracking database and users are provided with a call id to track their corresponding issue.
3. All calls are stored in a queue and calls are handled on a first-call first-response order.
4. As the assigned support representative investigates an issue, the user is contacted and advised on the issue status and the course of action that will be taken for resolution. If additional information is required, the user will be contacted by the assigned support representative to supply the information required.
5. All correspondence and actions associated with the call are tracked in Harris' support

PROFESSIONAL SERVICES) time, if applicable, a user may log onto Harris' support site to determine the status of their issue.

6. Once a call has been resolved, users receive an automated notification by email that the issue (and associated call) has been closed. The email notification contains the entire event history of the call from the time the call was created and leading up to the resolution of the call. Users also have the option of viewing both their open and closed calls, if available to the user, via the Harris' support website.
7. If an issue needs to be escalated to a development resource or programmer for resolution, the issue will be logged into our development tracking database and the user will be provided with a separate ID number to track the progress of the issue. At this time, the support call will be closed and replaced by the development id number. The development ID number will remain open until the issue has been completely resolved. Issues escalated to development will be scheduled for resolution based upon the nature and complexity of the issue.
8. Users may contact Support Services at their convenience for a status update on any development issues, or may log onto the Harris Support website to view your issues on-line.

### **Escalation Process**

Harris' escalation process is defined below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time a user is not completely satisfied with the resolution of their issue, they are encouraged to escalate with Harris' Support Services organization as follows:

- Level 1: Contact the Support Representative assigned to working on the issue
- Level 2: Contact the Support Supervisor
- Level 3: Contact the Director/Manager of Support"
- Level 4: Contact the Vice President of Support
- Level 5: Contact the Executive Vice President of Harris School Solutions;  
Nutrition Solutions Group

### **Holiday Schedule**

Below is a listing of Harris recognized Holidays. Please note that Support Services is closed on the designated days as outlined below.

New Year's Day  
President's Day  
Memorial Day  
Fourth of July  
Labor Day  
Columbus Day  
Thanksgiving Day

PROFESSIONAL SERVICE(S)

Day after Thanksgiving  
Christmas Day  
Day after Christmas

### **Billable Support Services**

The following is a list of services that are "out of scope" and not included in the Agreement; and are considered billable services.

- Extended telephone training
- Forms redesign or creation (includes Bill Prints, Notice Prints and Letters)
- Setup & changes to hand-held interface or creation of new interface
- Setup of new services or changes to services (PAP, ACH, etc.)
- File imports/exports - Interfaces to other applications
- Custom modifications (reports, bills, forms, reversal of customizations)
- Setting up additional companies I agencies I tokens I general ledgers
- Data conversions I global modification to setup table data
- Database maintenance, repairs & optimization
- Extended Hardware & Operating System support
- Upgrades & support of third party software
- Installations I re-installations (workstations, servers)
- Set-up or establishment of a test environment or database

### **Test Databases & Environments**

Harris may need to support a particular City by maintaining establishing an independent environment for testing purposes. This provides Citys with the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to a City's live environment. The creation of Test Databases & Environments is a billable service, quotations & incremental maintenance rates will be provided on request.

### **Connection Methods**

For certain applications, Harris may require that a communication link be established and maintained between Harris and the City site. It is the City's responsibility to ensure the connection is valid at their location so that Harris Support staff is able to connect to the site and resolve any issues. Harris' supported methods of connection are: Direct internet, Direct Connection (modem) and Terminal Services (a backup connection may be required for file transfers).

### **Hardware and "Third Party Support" - if applicable**

PROFESSIONAL SERVICE(S) for providing Support on Third Party components, plug-ins or hardware Systems.

**Schedule "E"**  
**Security**  
**And**  
**Student Data Privacy Rider**

1. Harris shall store and process Data in accordance with commercially reasonable practices, including appropriate safeguards, to secure such Data from unauthorized access, disclosure, alteration and use.
2. Harris shall ensure that its employees and subAgreementors who have potential access to Data have undergone appropriate background screening and possess the required qualifications to comply with the terms of this Agreement.
3. Response to Legal Orders, Demands or Requests for Data.
  - a. Where permitted by law Harris shall:
    - i. Promptly notify the City of any subpoenas, warrants, or other legal orders, demands or requests received by Harris seeking Data;
    - ii. Consult with the City regarding its response;
    - iii. Cooperate with the City's reasonable requests, at City's expense, in connection with efforts by the City to intervene and quash or modify the legal order, demand or request; and
    - iv. Upon the City's request, provide the City with a copy of its response.
  - b. If the City receives a subpoena, warrant, or other legal order, demand ("requests") or request seeking Data maintained by Harris, City will promptly provide a copy of the request to Harris. Harris will, where permitted by law, promptly supply City with copies of records or information required for the City to respond, and will cooperate with City's reasonable requests, and at City's expense, in connection with its response.

**Student Data Privacy Rider [update party names]**

**In compliance with P.A. 16-189, An Act Concerning Student Data Privacy**

This Student Data Privacy Rider ("Rider") is attached to and forms part of the Software As A Service Agreement entered into on \_\_\_\_\_ (the "Agreement") between the City of Waterbury (the City ") and N. Harris Computer Corporation ( Harris) r") (collectively, the "Parties") for the purpose of identifying the obligations of the Parties relative to the confidentiality of student data.

**Article I. Definitions**

For purposes of this Rider, "directory information," "de-identified student information," "personally-identifiable information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising," shall be as defined by Public Act 16-189. "Education records" shall be defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"), codified at 20 U.S.C § 1232g (as amended); and its implementing regulations, 34 CFR 99.1 - 99.67 (as



PROFESSIONAL SERVICE(S)

**Article II. Purpose of Rider**

The Parties agree that the purpose of this Student Data Privacy Rider is to detail the obligations of both Parties relative to the safety and confidentiality of student information, student records and student-generated content (collectively, "student data"), which student data may be provided to the suin connection with Contractor' provision of software to operate a point-of-sale system for the Board's meal programs.

**Article III. General Provisions**

- A. The Parties agree that this Rider controls over any inconsistent terms or conditions contained within any other Agreement entered into by the Parties concerning student data.
- B. The Contractor shall not modify any separate Privacy Policy of the Contractor or any other policy, procedure or practice of the Contractor concerning student data that is applicable to the Ciy without the written Agreement of the City.
- C. All student data provided or accessed pursuant to the Agreement is and remains under the control of the Board. All student data are not the property of, or under the control of, the Contractor.
- D. The Board may request that the Contractor delete student data in the Contractor's possession by sending such request to the Contractor by electronic mail. The Contractor will delete the requested student data within two (2) business days of receiving such a request.
- E. The Contractor shall not use student data for any purposes other than those authorized in this Rider or the Agreement, and may not use student data for any targeted advertising.
- F. If the Contractor receives a written request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein pursuant to Board Policy.

**G. Article IV. Security and Confidentiality of Student Data**

- A. The Contractor and the Board shall ensure that they each comply with the FERPA. Further, the Contractor shall take actions designed to ensure the security and confidentiality of student data, including meeting or exceeding industry standards relating to the safeguarding of confidential information...

**Article V. Prohibited Uses of Student Data**

- A. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Rider.
- B. The Contractor shall not retain, and the Board shall not otherwise make available, any student data upon completion of the contractded services unless a student, or parent or legal guardian of a student chooses to establish or maintain an electronic account with the Contractor for the purpose of storing student-generated content.

## PROFESSIONAL SERVICE(S)

- C. During the entire effective period of this Rider, the Board or the applicable student or such student's parent or legal guardian shall have control of any and all student data provided to or accessed by the Contractor. If Contractor receives a written request from a student, parent or guardian to delete student data, the Contractor agrees to notify the Board immediately, but no later than two (2) business days after receiving such a request, and shall delete any such student data within a reasonable time. The Contractor shall destroy any and all student data within a reasonable period of time if the Board requests the deletion of such student data and the Board shall indemnify the Contractor and hold Contractor harmless for all losses, costs, damages and expenses arising out of such deletion by Contractor in accordance with the Board's request.
- D. The Contractor shall not collect, store, or use student data or persistent unique identifiers for purposes other than the furtherance of school purposes, as determined by the Board.
- E. The Contractor shall not sell, rent or trade student data.

## Article VI. Data Breaches

- A. Upon discovery by the Contractor of a breach of security that results in the unauthorized release, disclosure or acquisition of student information, excluding any directory information contained in such student information, the Contractor shall conduct an investigation, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Board with a notice of the breach, including to the extent known, the name(s) of the student(s) whose student data was released, disclosed or acquired; nature and scope of the breach; and any measures taken to ensure that such a breach does not occur in the future; and shall restore the integrity of its data systems within thirty (30) days. In the case of discover of a breach of security that results in the unauthorized release, disclosure or acquisition of directory information, Contractor shall notify the Board of such breach of security, without unreasonable delay, but not more than sixty (60) days after such discovery, and may conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose directory information is involved, or (B) restore the reasonable integrity of the Contractor's data system.
- B. The Contractor agrees to cooperate with the Board with respect to investigation of the breach.
- C. If, in response to new guidance, interpretation, regulations, or clarification from the Connecticut government, outside legal counsel renders an opinion as to any law, statute, or regulation, applicable to either party's performance under this Agreement, no action, default, delay, or failure to perform on the part of either party abiding by such legal opinion in good faith shall be considered a breach of this Agreement. In the event that either party obtains such an opinion, the party receiving it shall provide it to the other within 15 days of receipt.

## Article VIII. Term

- A. The term of this Rider shall be effective upon execution by both parties and shall terminate when all of the student data collected, used, possessed or maintained by the Contractor is properly and completely deleted or destroyed or returned to the Board, or, if it is infeasible to return or completely delete or destroy the student data, protections

PROFESSIONAL SERVICES) extended to such student data in accordance with the provisions of Paragraph B within this Article.

- B. In the event that the Contractor determines that returning or completely deleting or destroying the student data is infeasible, the Contractor shall provide to the Board notification of the conditions that make return or complete deletion or destruction infeasible. The Contractor shall extend the protections of this Rider to such student data and limit further uses and disclosures of such student data to those purposes that make the return or complete deletion or destruction infeasible. The Contractor shall not use or disclose such student data and shall maintain its security pursuant to this Rider for so long as the Contractor possesses or maintains such student data.

*CITY OF WATERBURY PUBLIC SCHOOLS*

\_\_\_\_\_  
Date

*N. HARRIS COMPUTER CORPORATION*

\_\_\_\_\_  
Date

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

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

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of FLORIDA

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

County of ORANGE

ROBERT SWARTZ, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or officer** of N. HARRIS COMPUTER CORPORATION (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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

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

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 Robert Sharp	VP of Sales	none	service	
2 Christian Hoch	Director, Professional	none	service	
3 Domenic Gigliotti	Regional Sales Rep	none	service	7/26/1967
4 Jason LeBlanc	Application Consultant	none	service	

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

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

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

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

Organization Name	Address	Type of Ownership
1 NONE		
2		
3		
4		

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

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

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

	Name	Title	DOB	Stock %
1	NONE			
2				
3				
4				

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

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

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

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

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

\_\_\_\_\_  
**For Partnership/Sole Proprietor**

In presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Partnership/Business

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

By: \_\_\_\_\_  
Name of General Partner/ Sole Proprietor

\_\_\_\_\_  
Address of Business

State of FLORIDA )

) SS

County of ORANGE )

ROBERT SHARP being duly sworn,

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 201\_.

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_

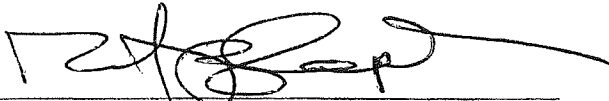
**For Corporation**

\_\_\_\_\_  
Witness

Robert Sharp  
Name of Corporate Signatory

2429 Military Rd, Ste300, Niagara Falls, NY, 14304  
Address of Business

Affix  
Corporate  
Seal

By:   
Name of Authorized Corporate Officer

Its: Vice President of Sales  
Title

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

State of FLORIDA )


) SS

County of ORANGE )

ROBERT SHARP being duly sworn,

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

Subscribed and sworn to before me this 14<sup>th</sup> day of April 2017.

My Commission Expires: 02/27/2021  (Notary Public)



Daniel Yepes  
Commission # GG077290  
Expires: Feb. 27, 2021  
Bonded thru Aaron Notary



CITY OF WATERBURY  
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2017)  
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City



(Service or Commodity Covered by Contract)

(Term of Contract)

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(Service or Commodity Covered by Contract)

(Term of Contract)

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(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY  
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2017)  
Persons or Entities Conducting Business with the City

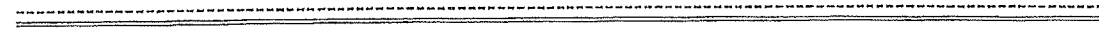
B. Purchase Order(s).

No Purchase Order(s) with the City



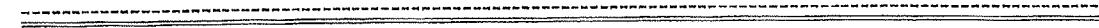
(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY  
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201\_7)  
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

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

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



(Name of Official)

(Position with City)

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

Interest Held By:

Self  Spouse  Joint  Child

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(Name of Official)

(Position with City)

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

Interest Held By:

Self  Spouse  Joint  Child


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

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

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

I have read and agree to the above certification.

N. HARRIS COMPUTER CORPORATION  
(Name of Company, if applicable)

  
Signature of Individual (or Authorized Signatory)

4/14/17  
Date

Robert Sharp, Vice President of Sales  
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail



Hand-Delivered



**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2017)**  
**Persons or Entities Conducting Business with the City**

**I. Outstanding Purchase Orders of Contracts with the City**

**A. Contracts**

No Contracts with the City



(Service or Commodity Covered by Contract)

(Term of Contract)

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(Service or Commodity Covered by Contract)

(Term of Contract)

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(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY  
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2017)  
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY  
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2017)  
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

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

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

(Name of Official)

(Position with City)

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

Interest Held By:

Self  Spouse  Joint  Child

---

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(Name of Official)

(Position with City)

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

Interest Held By:

Self  Spouse  Joint  Child


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

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

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

I have read and agree to the above certification.

N. HARRIS COMPUTER CORPORATION  
(Name of Company, if applicable)

  
Signature of Individual (or Authorized Signatory)

4/14/17  
Date

Robert Sharp, Vice President of Sales  
Print or Type Name and Title (if applicable)

DELIVERED | By Mail  Hand-Delivered



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

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

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

- declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

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

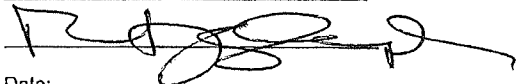
**N. Harris Computer Corporation**

2429 Military Road, Suite 300  
Niagara Falls, NY, 14304-1551

Print Name and Title of Authorized Representative:

**Robert Sharp, VP of Sales**

Signature of Authorized Representative:



Date:

4-14-17

THE CITY OF WATERBURY  
MEMORANDUM

**From:** Delinquent Tax Office

**Date:** 5/15/2017

**To:** Adam Shaban  
Department of Education  
Food Service

**Subject:** Tax Clearance

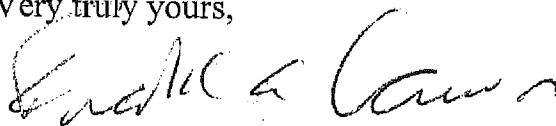
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As of this date, the records in the Tax Collector's Office indicate that the following is not delinquent.

N. Harris Computer Corporation  
Dbas Harris School Solutions  
2429 Military Rd. Suite 300  
Niagara Falls, NY 14304-1551

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,



FAC/wmf

Frank A. Caruso Jr. CCMC  
Revenue Collections Manager  
City of Waterbury

#7

## 1 — HFC OVERVIEW

Healthy Food Certification (HFC) under Section 10-215f of the Connecticut General Statutes (C.G.S.) requires each board of education or governing authority for all public schools participating in the National School Lunch Program (NSLP) to certify annually to the CSDE whether they will follow the Connecticut Nutrition Standards (CNS) for all foods sold to students separately from reimbursable meals in the U.S. Department of Agriculture's (USDA) school nutrition programs. The CNS applies to all competitive foods offered for sale to students on school premises at all times from all sources including cafeterias, school stores, vending machines, fundraisers, and any other sources of food sales to students.

- “Sale” means the exchange of foods and beverages for a determined amount of money or its equivalent, including tickets, coupons, tokens, and similar items. This includes any activities that suggest a student donation in exchange for foods.
- “School premises” include all areas of the property under the jurisdiction of the local or regional board of education, the regional vocational-technical school system or the governing authority district or school.

Public school sponsors must document their district’s annual certification using the HFC Statement (Addendum to ED-099 Agreement for Child Nutrition Programs). Beginning with school year 2017-18, sponsors must complete the annual HFC Statement using the Connecticut State Department of Education’s (CSDE) Online Application and Claiming System for Child Nutrition Programs (CNP System).

Districts that choose to comply with the CNS receive 10 cents per lunch, based on the total number of reimbursable lunches (paid, free, and reduced) served in the district in the prior school year. Information on the HFC requirements and a list of current HFC districts are available on the CSDE’s HFC webpage.

### FOOD EXEMPTIONS

Foods that do not comply with the CNS can only be sold to students on school premises if the local board of education or school governing authority votes to allow exemptions and the following criteria are met: 1) the sale is in connection with an event occurring after the end of the regular school day or on the weekend; 2) the sale is at the location of the event; and 3) the foods are not sold from a vending machine or school store.

- The “school day” is the period from midnight before to 30 minutes after the end of the official school day.
- An “event” is an occurrence that involves more than just a regularly scheduled practice, meeting or extracurricular activity, e.g., soccer games, school plays, and school debates are events but soccer practices, play rehearsals, and debate team meetings are not.

## 1 | OVERVIEW

- “Location” means where the event is being held. For example, cookies can be sold on the side of the soccer field during a soccer game, but cannot be sold in the school cafeteria while a game is played on the soccer field.

The vote on whether to allow food exemptions is part of the district’s annual HFC Statement. For more information, see the CSDE’s handout, *Exemptions for Foods and Beverages in Public Schools*.

### HFC STATEMENT

The annual HFC Statement (Addendum to ED-099 Agreement for Child Nutrition Programs) is valid for one school year (July 1 through June 30). It addresses:

- whether the district will or will not follow the CNS for all competitive foods offered for sale to students on school premises at all times from all sources; and
- if the district certifies for the healthy food option, whether the district will or will not allow exemptions for foods that do not meet the CNS, provided the sales comply with the exemption criteria. For more information, see “Food Exemptions” on page 1.

Each board of education or school governing authority for all Connecticut public school districts that participate in the NSLP must submit the annual HFC Statement to the CSDE by July 1 or the district is ineligible for participation during the upcoming school year. For more information, see the CSDE’s PowerPoint presentation, *Application Procedures for Healthy Food Certification*, and HFC Application webpage.

### BEFORE BEGINNING THE HFC MODULE

Before beginning the online HFC module in the CSDE’s CNP System, the board of education or school governing authority must have voted on HFC and an electronic copy (Word or PDF) of the meeting minutes must be available for uploading. The minutes must indicate the date of the board meeting and whether the district “will” or “will not” implement the healthy food option. If the district implements the healthy food option, the minutes must also indicate whether the district “will” or “will not” allow food exemptions. For more information, see “Food Exemptions” on page 1.

HFC districts must also have contact information available for the district’s HFC contact person, superintendent, food service director, business manager, staff person responsible for operating any school stores and culinary arts programs in the district, and the contact person for each interschool agreement with other public schools.

**PROFESSIONAL SERVICES AGREEMENT**  
**RFP No. 5722**  
**for**  
**SPEECH AND LANGUAGE THERAPY SERVICES**  
**between**  
**The City of Waterbury, Connecticut**  
**and**  
**Access Rehab Centers, LLC**

**THIS AGREEMENT**, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Access Rehab Centers, LLC, located at 22 Tompkins Street, Waterbury, Connecticut 06708, a State of Connecticut duly registered domestic limited liability company ("Access").

**WHEREAS**, Access submitted a proposal to the City responding to **RFP No. 5722** for Speech and Language Therapy Services; and

**WHEREAS**, the City selected Access to perform services regarding **RFP No. 5722**; and

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

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

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

- 1.1.** The Project consists of, and Access shall provide, up to 6,330 hours of speech and language therapy and related services to Waterbury School District Students age 3-21. Service provided to the Waterbury School District shall be for the number of hours, days, or portions thereof as the District may need during the school year and during the summer as more particularly detailed and described in **Attachment A**, hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by Access as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- i. City of Waterbury Request for Proposal Number 5722, for Speech and Language Therapy Services, consisting of 10 pages, excluding Contractor Compliance Packet and Sample City contract. (Attached hereto.)
- ii. Access' Responses to City of Waterbury Request for Proposal Number 5722, for Speech and Language Therapy Services, dated March 7, 2017, and Access' Cost Proposal for Request for Proposal # 5722. ( Attached hereto) consisting of 70 pages
- iii. Addendum Number 1 to City of Waterbury Request for Proposal Number 5722, dated February 28, 2017, consisting of 11 pages, (Attached hereto)
- iv. any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference)
- v. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate ( attached as part of Access's response)
- vi. Certificates of Insurance (Incorporated by reference)
- vii. All applicable Federal, State and local statutes, regulations charter and ordinances (Incorporated by reference)
- viii. 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 Access. 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:

- i. This Contract
- ii. Access' Response
- iii. City of Waterbury Request for Proposal Number 5722
- iv. Addendum Number 1

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

**2.1. Representations regarding Personnel.** Access represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by Access 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.** Access hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that Access and/or its employees be licensed, certified, registered, or otherwise qualified, Access and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, Access shall provide to the City a copy of Access's licenses, certifications, registrations, etc.

**3. Responsibilities of Access.** All data, information, etc. given by the City to Access and/or created by Access shall be treated by Access as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. Access agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where an Access disclosure is required to comply with statute, regulation, or court order, Access shall provide prior advance written notice to the City of the need for such disclosure. Access agrees to properly implement the services required in the manner herein provided.

**3.1. Use of City Property.** To the extent Access is required to be on City property to render its services hereunder, Access shall have access to such areas of City property as the City and Access agree are necessary for the performance of Access's services under this Contract (the "Site" or the "Premises") and at such times as the City and Access may mutually agree. Access shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Access shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Access, City may, but shall not be required to, correct same at Access's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

**3.2. Working Hours.** To the extent Access is required to be on City property to render its services hereunder, Access shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to Access, unless written permission is obtained from the City to work during other times. This condition shall not excuse Access from timely performance under the Contract. The work schedule must be agreed upon by the City and Access.

**3.3. Cleaning Up.** To the extent Access is required to be on City property to render its services hereunder, Access shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Access, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and

about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to Access.

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

**3.5. Standard of Performance.** All services, materials or equipment, provided under this contract, or intended for it, shall conform in all respects with the requirements of all this Contract, and in accordance with professional standards of said profession. The standard of care and skill for all services performed by Access shall be that standard of care and skill ordinarily used by other members of Access's profession practicing under the same or similar conditions at the same time and in the same locality. Access's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

**3.6. Access's Employees.** Access shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

**3.7. Due Diligence Obligation.** Access acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. Access hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

**3.7.1** it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of Access to complete Due Diligence prior to submission of its proposal shall be borne by Access. Furthermore Access had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

**3.7.2** its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

**3.7.3** it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the



implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by Access, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with Access.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that Access has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

**3.8. Reporting Requirement.** Access/ pathologists shall deliver periodic, timely, daily if possible, written reports to the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by Access and/or delivered by Access during the time period covered by the report, (iv) any and all additional useful and/or relevant information. Each report shall be signed by each speech pathologist.(iiv) provide progress reports as requires by the City regarding student progress.

NOTE: Access's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

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

**5. Contract Time.** Access shall commence all work and services on July 1, 2017 complete all work and services required under this Contract on June 30, 2020. ("Contract Time"):

5.1. Time is and shall be of the essence for all Project milestones and dates for providing and completing services for the Project. Access further agrees that it shall

provide services, regularly, diligently and uninterruptedly as requested by the City, within the Contract Time stated above. It is expressly understood and agreed, by and between Access and City, that the Contract Time and services to be provided is reasonable.

6. **Compensation.** The City shall compensate Access for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

6.1. **Fee Schedule.** The fee payable to Access shall not exceed **One Million Four Hundred Seventy Thousand Six Hundred Forty-Nine Dollars (\$1,470,649.00)** and shall be in accordance with Access's proposal, and as further set forth below:

- i. July1, 2017-June 30,2018  
an amount up to  
Four Hundred Seventy-Nine Thousand  
One Hundred Eighty-One Dollars.....\$479,181.00
- ii. July1, 2018-June 30,2019  
an amount up to  
Four Hundred Eighty-Nine Thousand  
Four Hundred Ninety-Nine Dollars.....\$489,499.00
- iii. July1, 2019-June 30, 2020  
an amount up to  
Five Hundred One Thousand  
Nine Hundred Sixty-Nine Dollars.....\$501,969.00
- iv. Total Compensation  
One Million Four Hundred Seventy  
Thousand Six Hundred Forty-Nine Dollars.....\$1,470,649.00

6.2. **Limitation of Payment.** Compensation payable to Access is limited to those fees set forth in Section 6.1 above. Such compensation shall be paid by the City upon review and approval of Access's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Access's invoices shall describe the work, services, reports, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

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

**6.3. Review of Work.** Access shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the services. Access 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 Access's demand for payment. The City shall not certify fees for payment to Access until the City has determines that Access has completed the work in accordance with the requirements of this Contract.

**6.4. Proposal Costs.** All costs of Access in preparing its proposal for **RFP No. 5722** shall be solely borne by Access and are not included in the compensation to be paid by the City to Access under this Contract or any other Contract.

**6.5. Payment for Services, Materials, Employees.** Access shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, reports, plans, etc. furnished to the City under this Contract. Access 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, , 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, Access shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

**7. Passing of Title.**

**7.1.** Title to each item of, reports, plans, services, etc. prepared by Access for the City hereunder shall pass to City upon City payment to Access as provided for under this Contract.

**8. Indemnification.**

**8.1.** Access shall indemnify, defend, and hold harmless the City and its boards, the City's Board of Education (if applicable), commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. 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 (other than the services itself) including the loss of use resulting there from, and **(ii)** are caused in whole or in part by any willful or negligent act or omission of Access, 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.

**8.2.** In any and all claims against the City or any of its boards, agents, employees or officers by Access or any employee of Access, any subcontractor, anyone directly or

indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Access or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

## 9. Access's Insurance.

9.1. Access shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by Access and such insurance has been approved by the City. Access shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, Access 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 Access's obligation under this Contract, whether such obligations are Access's or subcontractor or person or entity directly or indirectly employed by said Access or subcontractor, or by any person or entity for whose acts said Access or subcontractor may be liable.

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

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by Access:

**9.4.1 General Liability Insurance: \$1,000,000.00** per occurrence,  
**\$2,000,000.00** aggregate and **\$2,000,000.00** Products and completed operations  
aggregate

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

and for all damages arising out of destruction of property in any one accident or occurrence.

**9.4.2 Automobile Liability Insurance: \$1,000,000.00** combined single limit (CSL) 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..

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

EL Each Accident **\$500,000.00**

EL Disease Each Employee **\$500,000.00**

EL Disease Policy Limit **\$500,000.00**

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

**9.4.4 Excess/Umbrella Liability Insurance:** Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. **\$3,000,000.00** Each Occurrence and **\$3,000,000.00** Aggregate.

**9.4.5 Professional Liability Insurance: \$1,000,000.00** each claim. **\$1,000,000.00** Aggregate. Professional liability (also known as, errors and omissions) insurance providing coverage to Access.

**9.4.6 Abuse/Molestation Liability Insurance \$1,000,000.00** each Occurrence. **\$1,000,000.00** Aggregate. Provide coverage for allegations of abuse and/or molestation that are sexual in nature. This coverage may be included in General Liability

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

**9.6. Cancellation:** The City of Waterbury shall receive written notice of cancellation from Access at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

**9.7. Certificates of Insurance:** Access's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and its Board of Education are listed as additional insured on a primary and non-contributory basis and provide a waiver of subrogation on all lines of coverage except workers Compensation Professional Liability. The insurance afforded the additional insured

shall be primary and non-contributory insurance and the coverage and limits provided under Access's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time Access executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and its Board of Education are listed as additional insured on a primary and non-contributory basis on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability**". The City's request for proposal number must be shown on the certificate of insurance. Access must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

**10. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Contract, Access 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 Access of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

**10.1. Permits, Laws, and Regulations.** Permits and licenses necessary for the delivery and completion of Access's work and services shall be secured in advance and paid by Access. Access 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 Access for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. Access remains liable, however, for any applicable tax obligations it incurs. Moreover, Access

represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

**10.3. Labor and Wages.** Access 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** Access is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn .Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

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

**11. Discriminatory Practices.** In performing this Contract, Access shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal

laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

**11.2. Equal Opportunity.** In its execution of the performance of this Contract, Access 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. Access 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 Contract for Cause.** If, through any cause, in part or in full, not the fault of Access, Access shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if Access shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Access of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

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

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

**12.2. 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 Access. If this Contract is terminated by the City as provided herein, Access 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 Access covered by this Contract, less payments of compensation previously made.



**12.3. Termination for Non-Appropriation or Lack of Funding.** Access acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. Access therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

**12.3.1 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 Access.

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

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

**12.4. Rights Upon Cancellation of Termination.**

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

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

**12.4.4 Assumption of Subcontracts.** In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

**12.4.5 Delivery of Documents.** In the event of termination of this Contract, **(i)** Access shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City shall pay Access for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

**13. Ownership of Instruments of Professional Services.** The City acknowledges Access's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the

City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

**14. Force Majeure.** Access shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

**14.1.** Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

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

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

**15. Subcontracting.** Access shall not, without the prior written approval of the City, subcontract, in whole or in part, any of Access's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of Access 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 Access from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

**15.1.** Access shall be as fully responsible to the City for the acts and omissions of Access'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 Access.

**16. Assignability.** Access 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 Access 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.

**17. Audit.** The City reserves the right to audit Access'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, Access 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.

**18. This section left intentionally blank.**

19. **Interest of Access.** Access covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any other interest which would conflict in any manner or degree with the performance of its services hereunder. Access further covenants that in the performance of this Contract no person having any such interest shall be employed.

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

21. **Independent Contractor Relationship.** The relationship between the City and Access is that of client and independent contractor. No agent, employee, or servant of Access shall be deemed to be an employee, agent or servant of the City. Access shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and Access hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by Access 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 Access or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, Access 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 Access shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

22. **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.

23. **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.

24. **This Section Left Intentionally Blank.**

**25. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and Access and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned **RFP No. 5722** and **(ii)** Access's proposal responding to the aforementioned **RFP No. 5722**.

**25.1. 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.

**25.2. 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.

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

**27. Binding Agreement.** The City and Access 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.

**28. 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.

**29. 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.

**30. Notice.** Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or Access, 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:

Access: Access Rehab Centers, LLC  
22 Tomkins Street  
Waterbury, Connecticut 06708

City: City of Waterbury

c/o Director of Special Education and Pupil Services  
236 Grand Street  
Waterbury, CT 06702

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

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

**31.1.** 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.

**31.2.** 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.

**31.3.** 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, Access or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

**31.4.** 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.

**31.5.** Upon a showing that a subcontractor made a kickback to the City, Access 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.

**31.6.** 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 31.6, 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 31.6 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.

**31.7.** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 31.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

**31.8.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 31.1-31.7.

**31.9.** Access 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.

**31.10.** Access hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburyct.org/content/9569/9605/9613/default.aspx>[click link titled "The

City of Waterbury Code of Ordinances Current to 12/31/2015". 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"].

**31.11.** Access 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.

**31.12.** 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.

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

**31.14. Prohibition Against Contingency Fees.** Access 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.

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

[Signature page follows.]



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

WITNESSES:

CITY OF WATERBURY

\_\_\_\_\_

By: \_\_\_\_\_  
Neil M. O'Leary, Mayor

\_\_\_\_\_

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

WITNESSES:

ACCESS REHAB CENTERS, LLC

\_\_\_\_\_

By: \_\_\_\_\_  
Brian Emerick, President

\_\_\_\_\_

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

## ATTACHMENT A

1. City of Waterbury Request for Proposal Number 5722, for Speech and Language Therapy Services, consisting of 10 pages, excluding Contractor Compliance Packet and Sample City contract. (Attached hereto.)
2. Access' Responses to City of Waterbury Request for Proposal Number 5722, for Speech and Language Therapy Services, dated March 7, 2017, and Access' Cost Proposal for Request for Proposal # 5722. consisting of 70 pages ( Attached hereto)
3. Addendum Number 1 to City of Waterbury Request for Proposal Number 5722, dated February 28, 2017, consisting of 11 pages, (Attached hereto)

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## ATTACHMENT A

3. Addendum Number 1 to City of Waterbury Request for Proposal Number 5722, dated February 28, 2017, consisting of 11 pages, (Attached hereto)

**REQUEST FOR PROPOSAL**  
**BY**  
**THE CITY OF WATERBURY**  
**DEPARTMENT OF EDUCATION**  
Speech and Language Therapy Services  
BID 5722

The City of Waterbury, Department of Education (hereinafter "City"), is seeking a vendor, proposer, or contractor to provide:

Up to 10,530 hours of speech and language therapy each year to the Waterbury School District to students ages 3-21 with speech and language therapy needs and other related work under the direction of District personnel for a three year period commencing on or about July 1, 2017 through June 30, 2020.

**A. Background and Intent**

The purpose of this request for proposal is to obtain hourly cost proposals for the next three years from reliable, licensed, professional proposers to provide speech and language therapy and related services as needed by the Waterbury School District for students with disabilities at a competitive hourly rate.

**B. Qualifications**

Eligible proposers will be those consultants, businesses, and institutions that have the following qualifications:

1. Experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services in this RFP to students ages 3-21.
2. A proven track record in providing these types of or similar services for similar school districts upon request and in a timely fashion within budget to the school district's satisfaction. Please provide the names, addresses, contact person and phone number for all of the school contracts the proposer has had over the last five (5) years. The City reserves the right to contact any of these school districts for a reference.
3. Staff knowledge of federal and state laws and regulations governing the services outlined in the scope of services and expertise in all related aspects of the provision of speech and language therapy including but not limited to early interventions, therapy, evaluations, assessments, staff training and collaboration, development, revision and implementation of all relevant aspects of students' individual education plans, reports, electronic IEP and data collection systems.
4. Ability to provide experienced, Connecticut certified, licensed and qualified speech and language pathologists to the District upon request without delay to

- fill immediate and changing needs of the District in both in school and in-home settings.
5. Ability to provide speech and language pathologists who have masters degrees or doctorates in speech and language pathology from an accredited post-secondary institution, CT Health department licensure and CT State Department of Education certification as required by law.
  6. The speech and language pathologists provided have experience working with children ages 3-21 in the fields of speech and language therapy.
  7. The proposer must provide evidence of sufficient staff to meet the District's needs. The proposer must submit a list of the proposed staff's level of training in the school setting and individual experience in the provision of speech and language therapy services to students with disabilities. The Proposer will provide retention/turnover rates of staff. The Proposer must agree to allow the District to conduct personal interviews of all proposed staff and final staff selection for the proposal is subject to the District's approval.
  8. Each speech and language pathologist provided must have expertise in the principles, methods and procedures used to determine the need for student services, design and implement individualized goals and objectives, conduct evaluations and screenings, assess and report on progress, observe, design and implement treatment plans, identify appropriate accommodations, assistive and communication devices, design and implement research based early intervention and treatment plans, identify teaching strategies for students with related academic and educational needs, train and instruct staff and provide any other related service as required by the District.
  9. Each speech and language pathologist must follow City and District procedures, guidelines and other requirements as set forth by Waterbury District representatives, including qualification and exit procedures and obtain satisfactory criminal background checks, Department of Children and Families Registry checks, fingerprinting and drug screening.
  10. Each speech and language pathologist shall provide timely and complete reports as requested by Waterbury staff and provide to the District Medicaid documentation in a form and manner acceptable to the District and which is in compliance with the State of Connecticut Department of Social Services regulations and other relevant law.

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

1. The proposer agrees to provide up to 10,530 total hours of speech and language therapy and related services to students, ages 3-21, and to the Waterbury School District for the number of hours, days or portions thereof as the District may need during the school year and during the summer. All hours billed must be for work performed during school hours on days the school is in session with the exception of homebound services.
2. Therapy and related services must be provided by CT licensed, certified and qualified speech and language pathologists without delay to fill the immediate

and changing needs of the District both in school and in home settings. The District has the right to interview each pathologist proposed and to determine if the person is appropriate to work with District students. The proposer will insure that all pathologists working in the District have had satisfactory criminal background checks, drugs tests and dcf registry checks as required under law and will provide the District proof upon request.

3. The speech and language pathologists will work under the guidance or direction of District personnel and will comply with all District requests. They will be assigned student case loads and other related responsibilities. They shall participate in planning and placement team meetings for individual students and provide other services at the District's request.
4. The speech and language pathologists provided by the Proposer will collaborate, train, assist, co-teach, obtain professional development and consult with Waterbury staff when requested by the District.
5. The proposer will provide highly qualified pathologists who utilize best practices and research-based interventions within the standards of the profession or as set forth by the District.
6. The proposer will supervise its pathologists and monitor services provided and time billed by each and insure adherence to the terms of the contract. The proposer's pathologists will provide services and maintain specific records as required by the District and in compliance with all relevant federal, state, local and district laws, policies, procedures, regulations and ethical standards. The proposer shall provide reports to District administrative staff prior to public review.
7. Each speech and language pathologist shall provide timely and complete reports as requested by Waterbury staff and provide to the District Medicaid documentation in a form and manner acceptable to the District and which is in compliance with the State of Connecticut Department of Social Services regulations and other relevant law.
8. The proposer will submit prompt bills for services rendered no later than 30 days after the services were provided with supporting documentation as requested by the District. The proposer will monitor the hours of service to insure compliance with the terms and amount of the contract and will note the hours used and remaining under the contract on each bill submitted to the District.
9. The proposer will immediately provide substitutes for staff who are absent and provide in-service professional development and relevant speech and language therapy materials to Waterbury staff and parents when requested by the District.

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

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be July 1, 2017 – June 30, 2020.

#### **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 Attachment A. (Contract Compliance Packet)
3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury eProcurement website and must be received **by 2:00 PM on February 24, 2017**. Prospective proposers must limit their contact regarding this RFP to Mr. Orso or such other person otherwise designated by Mr. Orso. 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 eProcurement website **by February 28, 2017 by 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call Mr. Orso at (203) 574-6748.

#### **F. Management**

Any contract or purchase order resulting from this RFP will be managed by Waterbury Department of Education, Department of Special Education.

#### **G. Conditions**

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

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of 120 days after the closing date for the submission and may be extended beyond that time by mutual agreement.

5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent,

representative or employee of the City participated directly in the proposer's proposal preparation.

13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
14. The proposer must accept the City's standard agreement language. See Attachment B.
15. The proposer agrees to meet all of the insurance requirements set forth in the standard agreement (see Attachment B) under Section 9, Consultant's insurance on pages 8 through 10.
16. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

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

One original (clearly identified as such) and four (4) paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:00 AM on March 7, 2017.**

Mr. Rocco Orso  
Director of Purchasing  
City of Waterbury  
235 Grand Street  
Waterbury, CT 06702

**Proposals** submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Mr. Orso, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other

information required in Attachment C, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. Proposer Information: Please provide the following information:
  - a. Firm Name
  - b. Permanent main office address
  - c. Date firm organized.
  - d. Legal Form of ownership. If a corporation, indicate where incorporated.
  - e. How many years have you been engaged in services you provide under your present name?
  - f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.
  
2. Experience, Expertise and Capabilities
  - a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
  - b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:
    - Organization name and the name, title, address and telephone number of a responsible contact person.
    - Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
    - For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.
  - c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
  - d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

- a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
- b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.
- c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

4. Cost Schedule. Proposals shall include a single **hourly rate, for each year for three years** for services performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section H.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

Since the City may desire to consider the proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal shall be sealed in a separate envelope marked "Confidential: Cost Proposal".

*Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.*

5. Information Regarding: Failure to Complete Work, Default and Litigation.

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
- b. Have you ever defaulted on a contract? If so, where and why?
- c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
- d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
- f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
- g. Have you ever exceeded the amount of the contract you were awarded? If so, provide the details of what happened.

h. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

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

## I. Evaluation of Proposals; Selection Process

### 1. Evaluation Criteria

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

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.
- b. Proposed cost schedule.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section H.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

### 2. Selection Process

The City of Waterbury may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the

selection process, which invitations for interviews may involve a short-listing of the proposals received.

#### **J. Rights Reserved To The City**

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

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

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

#### **L. State Set-Aside Requirements**

NOT APPLICABLE

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

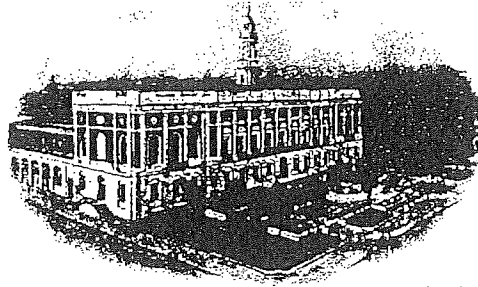
State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the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

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities.

Forms can be found at

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

**ROCCO ORSO**  
PURCHASING DIRECTOR



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT  
**ADDENDUM #1**

**February 28, 2017**

**Bid: 5722**

**Project: RFP Speech and Language Therapy Services**

**Please see attached addendum regarding this project.**

**Thanks**  
**Kevin McCaffery**  
**Buyer – City of Waterbury**



## Subject: 5722 RFP Speech and Language Therapy Services

### Questions and Responses

Question: What is the total annual expenditure of the current contract for the 15/16 SY and 16/17 YTD?

Response: Access Rehab Centers LLC, 22 Tompkins St., Waterbury, CT 06708: for 15/16, \$556,320; for 16/17, anticipated \$575,320.  
EBS Healthcare Services, Inc. dba Educational Based Services, Inc. (EBS), 200 Skiles Blvd, West Chester, PA 19182: for 15/16: \$295,218; for 16/17: anticipated \$295,218.

Question: What is the anticipated/projected contract budget for the 17/18 SY?

Response: Similar to this year's budget

Question: Is the district interested in bilingual SLPs? If yes, may we submit bilingual pricing?

Response: Yes and yes.

Question: How many hours are in the standard work week for full-time positions?

Response: The hours are the school hours, average approximately up to 35 hours a week.

Question: Are you looking to contract with one or multiple vendors?

Response: It depends on the proposals received.

Question: Who are the incumbent vendors providing services?

Response: See above answer

Question: What are the incumbent vendors rates?

Response: Access Rehab: current rate per hour is \$75.70  
EBS: current rate per hour \$71.00

Question: Are you using an agency now or more than one? and are they able to meet your needs?

Response: More than one vendor and they are able to meet our needs.

Question: Do you require one (1) original sealed, "Confidential: Cost Proposal, or five (5) total sealed "Confidential: Cost Proposal"?

Response: 1 original sealed cost proposal

Question: We do not have a local office in CT, but work in many districts in the area. Do you give preference for local vendors?

Response: No

Question: What method is preferred for binding the bids? (binder, stapled, etc).

Response: No preference

Question: How many positions are you looking to fill per year? Are they assigned stable positions or are they assigned on an "as needed basis"? When will we be assigned positions for the upcoming school year?

Response: We are looking for the hours of services, not necessarily FTE positions. We try to keep positions stable but assignments are as needed. We will be assigning positions for the summer of 2017 for the summer program prior to the start of the school year.

Question: Are resumes and certifications of potential therapists required in our bid submission?

Response: See RFP requirements.

Question: We participated in this bid in 2014 and did not win. Could please provide any feedback as to why we did not win?

Response: The people reviewing the proposals determine who is the vendor(s) best suited to the District's needs. This question does not relate to the current RFP.

Question: Hello, Has your district been introduced to online therapy and the opportunity to offer an alternative to providing effective, efficient and dependable service? Will your district consider online therapy as a delivery method to support your Speech, OT and PT needs?

Response: No

Question: Can you please provide the current incumbent Vendor along with their hourly rates for SLP services?

Response: See above answers

Question: What was the expenditure for the 2015-2016 and YTD 2016-2017 School years?

Response: See above answers

Question: Who are the current vendors and what are their rates?

Response: See above answer

Question: Do you allow the use of Clinical Fellows?

Response: If they meet the licensing and certification requirements required by the State of CT for work in schools.

Question: Historically, how much of the services were school based vs. home-bound?

Response: Mostly school based

Question: Historically, how much of the services were group vs. individual?

Response: Group is more common than individual.

Question: Will the schools provide evaluation & assessment tools and therapy equipment?

Response: Yes

Question: Will the therapists be assigned to multiple schools or assigned to a specific location?

Response: It depends on the needs of the District

Question: Hello, I posted a question earlier this week to learn if you will consider online delivery for Speech, OT or PT services. Will I receive an email response or will the answers be posted somewhere that I will need to reference? When do you respond to questions?

Response: We are not interested in online delivery for speech.

Question: 1) How many positions or therapy hours do you anticipate will need to be filled under this contract, for SLP services for the 'up to 10,530 hours each year'?

Response: We will probably use all of the hours set forth in the RFP. Probably about 10 FTE positions but can use part time SLPs for some hours depending on the needs of the District.

Question: 2) What was the typical duration of contracted services in the last school year?

Response: The duration of an assignment was at least a few months with most lasting a good portion of the school year.

Question: 3) What are the total weekly work hours for therapists in the district?

Response: The hours school is in session, approximately up to 35 hours per week but hours depend on the needs of the district.

Question: 4) What are the contracted bill rates for these services under the current contract?

Response: See above answers

Question: 5) Has the district considered teletherapy as an option under this contract? Has the district used teletherapy in the past?

Response: No

Question: 6) Will the district accept Clinical Fellows under this contract?

Response: See answer above

Question: 7) Does the district provide computers/computer access to contract therapists?

Response: Computer access but District does not provide computers.

Question: 8) Does the district provide protocols and assessments for speech and language therapy?

Response: yes

Question: 9) In section 2 part C, you request a complete listing of the staff identified in the work plan by classification, along with resumes. Are you looking for prospective SLP resumes or the Key Personnel (i.e. CEO, CFO, School Recruiters, and School Account Managers)?

Response: Please follow directions of the RFP.

Question: 10) In section B Part 2, 5 years of similar school districts names, addresses, contract person, district satisfaction and budget is requested. In section 2 part B, the last 3 years are requested. May you clarify which is required for this RFP?

Response: Both are required. The questions seek different information.

Question: 1. In Section L, "State Set-Aside Requirements," it states Not Applicable. However, the two paragraphs below describe the details the contractor must demonstrate good faith efforts to meet the 25% set-aside goals. Please clarify if vendors are required to set-aside 25% for Minority-, Women- and/or Disabled-owned businesses.

Response: No

Question: 2. Who is the current vendor providing this service?

Response: See above answer

Question: 3. How many positions are needed for the SLP services (10,530 hours per year)?

Response: It depends on the needs of the District.

Question: 4. How much did they spend last year for each service?

Response: See above answers

Question: 5. How many days are in your school year?

Response: 183 days, up to 20 days for the summer program

Question: 6. How many professional development days?

Response: Approximately 4 per year.

Question: 7. How many hours in a work day?

Response: The hours the particular school is open or approximately up to 7 hours.

Question: 8. Is travel required between schools? If so, how many schools and estimated mileage between schools?

Response: Travel could be required. We have 30 schools in the District within the City of Waterbury.

Question: Would it be acceptable to submit resumes of those potential candidates who are not currently CT licensed/certified with the understanding that they would become CT licensed/certified prior to the start of the school year?

Response: It is up to the proposer to determine what it should submit in its proposal to the RFP to meet all of its requirements.

Question: 1) I am aware that the total hours for the SLP are 10,530 for the year, but what are the weekly hours for the SLP?

Response: The hours depend on the nature of the assignment needed filled by the District.

Question: 2) When is the anticipated award date?

Response: Award will be made after review of the proposals once the RFP closes.

Question: 3) How many SLPs do you foresee needing for this assignment?

Response: It depends on the proposals received.

Question: 4) Would you consider certified therapy assistants such as SLPA and CFY?

Response: No

Question: 5) Are resumes required when we submit the proposal?

Response: Please submit information to meet RFP requirements.

Question: 6) Are Testing Materials/Equipment or Evaluation Materials/Equipment to complete the provision of services for the Speech Services provided by the school or the vendor?

Response: See above answer

Question: 7) Will your school provide laptops or computers to the therapists?

Response: No but we provide access to them.

Question:

8) Who will be the representative from the school to determine which materials/equipment are required for the Speech Therapy Services?

Response: Director of Special Education and Supervisor of Speech Pathologists or their designees.

Question: 9) Will therapists have access to internet capabilities, computers/laptops/iPads, office supplies, fax/copy machine at your school?

Response: We provided access to these items.

Question: 10) Would the district pay for mileage travelling between school campuses on the same day? If so, what will be the district IRS Standard Rate?

Response: This will have to be negotiated with the proposer.

Question: 11) What will be the student caseload for the SLP?

Response: It depends on the needs of the district.

Question: 12) Can you provide the current incumbent vendor(s) providing services? What is the incumbent vendor(s) current fee rate(s)?

Response: See above answers

Question: 13) I am aware that we have to agree to allow the District to conduct personal interviews of all proposed staff. Are phone interviews sufficient?

Response: Yes if candidate cannot travel.

Question: 1. What agencies do you currently use?

Response: See above answers

Question: What rates do those agencies charge for Speech Therapy Services?

Response: See above answers

Question: Will this be a single or multi-award?

Response: Depends on the proposals and the needs of the District.

Question: How much money in 2015 and 2016 was spent on Speech Therapy Services services?

Response: See answer above

Question: What is the current number of FTEs for OTs and PTs being utilized presently to service this contract?

Response: Not applicable to this RFP.

Question: What is the annual spend that is projected for the contract? How will it be divided per year?

Response: See above answers

Question: 1. What is the anticipated caseload per therapist per discipline?

Response: It depends on the needs of the District

Question: 2. How many providers does the district currently anticipate needing?

Response: It depends on the proposals we receive.

Question: 3. What was the annual expenditure from this contract for the last school year?

Response: See answer above.

Question: 4. How many students will be receiving services, by discipline, under this RFP?

Response: It depends on the needs of the District

Question: 5. Does the district intend to award multiple vendors?

Response: It depends on the proposals we receive.

Question: 6. What would be the payment terms of the district for this RFP?

Response: This is covered by the contract between the parties. See Attachment B.

Question: 7. What are the required documents for the providers to start working at the district? For Example: Fingerprint, State License, Criminal Background Check, TB Test, any other specific Certifications.

Response: See requirements set forth in the RFP.

Question: 8. In the event that the district will find a permanent employee of the district and our services will no longer be needed, will the district provide the awarded vendor with a 30 day termination written notice?

Response: This is covered by the contract between the parties.

Question: 9. How will awardees be notified?

Response: The purchasing department will send an award letter.

Question: 10. When is the award date?

Response: As soon as possible after the RFP closes and the proposals are reviewed.

Question: 11. How will proposals be evaluated and weighted?

Response: The people reviewing the proposals will determine how to evaluate them.

Question: 12. Have your current providers been able to meet all of your needs?

Response: Yes

Question: 13. How many contracted hours of services were utilized last year?

Response: Approximately 10,530 hours

Question: 14. Does the district provide the equipment/materials to be used for services?

Response: Yes

Question: 15. Is mileage and drive time between work sites or schools billable?



Response: This needs to be negotiated between the parties.

Question: 16. How much lead-time will selected agencies have to prepare for interviews?

Response: As much as possible.

Question: 17. Please provide a list of current vendors, respective rates, and how many providers were provided by your current vendors.

Response: See answers above

Question: 18. Are therapists required to utilize a service log to notate direct and indirect services hours?

Response: Yes

Question: 19. Is the district open to new graduates?

Response: Yes, if they are certified and licensed as required by the State of CT to work in our schools.

Question: 20. Will the district provide supervision for new graduates?

Response: No

Question: What is the current number of Full Time Equivalent's for Speech Therapists being utilized presently to service this contract?

Response: Approximately 10

Question: Please find the questions for our firm in regards to The City of Waterbury RFP: 1) How many vendors received this request for RFP?

Response: unknown

Question: 2) Would you award a MSP agreement for a firm to manage all temporary staffing if they propose a competitive pricing plan, and if that firm is capable of staffing all positions?

Response: It depends on the proposals received.

Question: 3) How many temporary staffing vendors do you currently have?

Response: see answers above

Question: 4) How many Speech and Language Therapists are you seeking in total?

Response: It depends on the needs of the District and the proposals

Question: 5) What is the current salary range for Speech and Language Therapists? How many days of vacation and sick time do they receive?

Response: Not applicable. We are looking for an hourly rate billed for work performed.

Question: 6) Have you contracted for speech and language therapy services in the past?

Response: Yes

Question: What was the rate per hour you were billed?

Response: See answers above

Question: 7) How many Full-Time Equivalent (FTE) Speech and Language Therapists were utilized in 2015 to 2016 school year?

Response: Approximately 10.

Question 8) In regards to supervision, what type of oversight is provided by the school system?

Response: We have a special education supervisor overseeing each school and a supervisor of the speech pathologists for the District.

Question: 9) How are awarded firms notified of individual needs for providers?

Response: The Supervisor of Speech Pathologists will contact the vendor with the District's needs.

Question: 10) Regarding Qualifications #7, how many providers are you looking to see for evidence of sufficient staff?

Response: We do not know how many proposers we will have to the RFP but we will look to all of them for evidence of sufficient staff.

Proposal to:

**The City of Waterbury  
Department of Education**

for

**Speech and Language  
Therapy Services**

Submitted by:

 **Access Rehab Centers**  
A Waterbury Hospital & Easterseals Partnership in Physical Rehabilitation

**22 Tompkins Street  
Waterbury, CT 06708**

**March 7, 2017**

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Attachment A - 5 Year History of School Contracts

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## Preface

Access is pleased to offer this proposal for the opportunity to continue providing Speech and Language Therapy Services to the Waterbury School Systems for years 2017-2020.

We are committed to keeping our services as cost effective to the City as possible, consistent with the services and added-value we feel we offer, and this is reflected in our cost proposal.

Once again we respectfully ask the Department of Education to consider the differentiating factors below that we feel strongly advance the choice of Access Rehab Centers for the District's OT-PT therapy provider:

- Access has provided, and will continue to provide a very experienced and dedicated onsite clinical manager for our services, who also carries a full caseload.
- Access employs a part-time Administrative Assistant solely dedicated to Waterbury School-based Services to ensure accurate and on-time billing and documentation.
- Access developed and uses a Quarterly Quality Indicator Report, which is reviewed in-person with the Department, utilizing an underlying database that allows for tracking of emerging children's needs and services required.
- We have equipped a majority our therapists with Apple ipads, additional to their laptop computers.
- We have developed specialist skills in low and mid level assistive technology, having put together low tech kits, mid/high level evaluation capability with a dedicated laptop with AT software. We have received training in assistive technology from experts in the field.

- Access has provided and will continue to provide additional In-services for teachers, paraprofessionals and behavior therapists. Past examples include: Safe Lifting Techniques, Brain Gym, Sensory Integration, Fine Motor Skills. In 2016, Access provided an Evening Workshop for parents of elementary students on fine motor and visual motor skills needed for school performance.
  - From 2013-2015 Access participated on the City Feeding/Swallowing Committee.
  - Sensory Room Expertise: Our company President and a number of our school system therapists have expertise in developing sensory rooms.
  - As a provider with home offices in Waterbury, we are invested in and committed to assisting the Waterbury School District in doing what's right for the children of our City.
-

Access Rehab Centers thanks the Waterbury School System for the opportunity to submit this proposal.

Founded in 1998, Access Rehab Centers was formed by combining the long-standing therapy programs at Waterbury Hospital and at Easterseals of Greater Waterbury. The combination of these two therapy programs produced a "hybrid" company that continues to be extremely successful. Access Rehab Centers has enjoyed dramatic growth since its inception. The company's commitment to quality has allowed for ongoing CARF accreditation, consistent growth in patient volumes, the expansion of the company into other therapy delivery models, as well as managing other hospital therapy delivery systems.

Access Rehab Centers has garnered and maintained a reputation for producing high quality programs in a cost-efficient manner. We regularly experience extremely low staff turnover as we strive to hire therapists who value doing quality therapy. Access Rehab Centers now provides staffing, management, and clinical leadership to therapy programs in several area school systems, eleven outpatient programs, inpatient services at Waterbury Hospital, Birth to Three services for the Greater Waterbury area and an extensive pediatric program which extends from the NICU unit through outpatient and school-based programs.

Our company has performed services for the Waterbury School District for many years. During this time we have developed a substantial understanding of the needs of the District and its teachers. With our home offices based in Waterbury, our management team is dedicated to being highly responsive to Waterbury Schools to maintain a successful collaborative relationship.



## Meeting All Qualifications

Access Rehab Centers fully meets and complies with the qualifications outlined in the Waterbury School District RFP Section B:

1. We have experience and expertise in providing similar services. (see Section 2b section on Relevant Experience)
2. We have a proven track record in providing these types of services to similar school districts. (See Attachment A for the school contracts we have serviced over the last 5 years.)
3. We possess the required knowledge and experience with federal and state laws and regulations governing the services outlined in the scope of services and expertise in all related aspects of the provision of speech and language therapy services.
4. We can and will provide experienced, Connecticut licensed and qualified speech and language pathology therapists to the District upon request without delay to fill immediate and changing needs of the District both in school and in home settings.
5. We can and will provide speech and language pathology therapists having undergraduate degrees and master's degrees in speech and language pathology from an accredited post-secondary institution, CT Health department certification and CT State Department of Education certification as required by law.
6. The speech and language pathology therapists we will provide have experience working with children ages 3-21 in the field of speech and language pathology therapy.
7. As evidenced by the therapist resumes in ATTACHMENT B, our proposed therapists have training and experience in the school setting and individual experience in the provision of speech and language pathology therapy services to students with disabilities.

Our retention rate for staff has continually been above 90% annually.  
Access agrees the District may conduct personal interviews of all proposed staff and that final staff selection will be subject to the District's approval.

8. Therapists Access will provide have expertise in the principles, methods and procedures used to determine the need for student services, design and implement individualized goals and objectives, conduct evaluations and screenings, assess and report on progress, observe, design and implement treatment plans, identify appropriate accommodations, assistive and communication devices, design and implement research based early intervention and treatment plans, identify teaching strategies for students with related academic and educational needs, train and instruct staff and provide any other related service as required by the District.
9. Each speech and language pathology therapist provided will follow City and District procedures, guidelines and other requirements as set forth by Waterbury District representatives, including qualification and exit procedures and obtain satisfactory criminal background checks, Department of Children and Families Registry checks, fingerprinting and drug screening.
10. Each speech and language pathology therapist will provide timely and complete reports as requested by Waterbury staff and provide to the District Medicaid documentation in a form and manner acceptable to the District and which is in compliance with the State of Connecticut Department of Social Service regulations and other relevant law.

## Scope of Services

Access Rehab Centers will provide up to 10,530 hours of speech and language pathology therapy services.

## Acceptance of RFP Terms and Conditions

In accordance with Waterbury School District requirements, Access Rehab Centers has reviewed and will be prepared to sign, prior to the execution of a contract with the City, the items and forms included in the Contract Compliance Packet (RFP item E2).

Access Rehab Centers accepts the City's standard agreement language.

Access Rehab Centers 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 the preparation of this proposal.

As requested in RFP section B, Qualifications, please find a list of school contracts Access Rehab Centers has serviced in the last 5 years as ATTACHMENT A.

**Cost Proposal**

Please see separate sealed envelope marked  
"Confidential: Cost Proposal"

## Experience/ Financial Stability

Access Rehab Centers is a legal entity, duly organized, valid and in good standing under the laws of Connecticut and is in full compliance with all federal and state obligations related to our organization.

Access Rehab Centers is accredited by the Commission on Accreditation of Rehab Facilities (CARF). This includes a self-imposed, stringent, on-site audit of all of our outpatient programs. Our inpatient and VNA staffing programs meet or exceed the standards imposed by the Joint Commission on Accreditation of Healthcare Organizations.


Access Rehab Centers has yearly full accounting audits performed through an independent certified public accounting firm.

Our staff is highly experienced in the regulatory requirements for the provision of therapy services in multiple settings including school system services.

Our firm conducts a regular "Information Outcomes Measurement System" that includes rigorous outcomes studies for all areas of practice. Individual Quality Indicator reports are generated as requested by specific service contracts. These reports are tailored to the regulatory requirements of each entity and they are provided on a regular basis.

Access Rehab Centers has provided Speech and Language Pathology Therapy Services in the Waterbury School System for the past three years, as well as Occupational and Physical Therapy Services for the last eleven.

Access Rehab Centers has grown in size and scope every year of its existence. We continue to provide staffing, management and clinical leadership to therapy programs in several area school systems, inpatient services at Waterbury Hospital, Birth to Three services for the Greater Waterbury, and an extensive pediatric program.



We continue to add or grow specialized services such as Pediatric Feeding, Women's Health and treatment of Parkinsons and Multiple Sclerosis conditions, with more expansions underway.

## References

1. Donna Popowski, Director of Student Services  
Region 15  
286 Whittemore Road  
P.O. Box 395  
Middlebury, CT 06762  
(203) 758-1729
2. Gio Koch, Recruitment and Brokering Coordinator, Special Services  
Support Team  
CREC TABS  
111 Charter Oak Ave.  
Hartford, CT 06106  
(860) 509-3686
3. Ron Zeiger, Owner  
Myofunctional & Speech Therapy  
4 Currier Court  
Cheshire, CT 06410  
(860) 952-6961
4. Rosemary Nichols, Education Service Specialist  
CREC  
111 Charter Oak Ave.  
Hartford, CT 06106  
(860) 524-4040

## Management Team

Access Rehab Centers is fully committed to supporting the Waterbury School District program. Our administrative staff is experienced in the provision of therapy services and in the recruiting, development and maintaining of strong teams of clinicians supporting multiple settings.

The administrative team will be available to be reached on a 24 hour basis, seven days a week to assist as needed. This team includes, but is not limited to:

### Brian P. Emerick, MBA, MSOT (President):

After internships in acute hospital, rehabilitation services and long-term care psyche services, Mr. Emerick worked as staff therapist in a rehabilitation hospital. From this position Mr. Emerick obtained a position with a healthcare company that specialized in contracted therapy programs to state agencies. Mr. Emerick served as a consultant and program developer in numerous states and facilities including Delaware, Oregon, Florida, Pennsylvania, Kansas, Tennessee, Indiana and Connecticut. These programs served developmentally delayed individuals ranging in age from childhood through late adulthood. Mr. Emerick has extensive experience in systems development, contractual services, and in the building of strong customer relationships. Mr. Emerick will serve as a primary administrative contact for Waterbury Schools.

### Harvey Heyman, MBA (Business Planning Manager):

Mr. Heyman receive a degree in pre-med before receiving his MBA, and has spent more than half of his 30+ years professional career in the medical/healthcare field. He served as Product Marketing Manager for a Fortune 500 medical imaging firm, was Strategic Planning Manager for a Fortune 200 company, and founded his own management consulting firm operating in the areas of customer needs and satisfaction. Mr. Heyman has experience in the area of business contract relations, and additional training and experience managing the design and implementation of



enterprise IT solutions. Additional to Mr. Emerick, Mr. Heyman will serve as a primary administrative contact for the Waterbury School District.

Lynette Wittmer, RPT: (Manager of Birth to Three Services and Lead Outpatient Pediatric Therapist)

Ms. Wittmer has extensive experience in all facets of pediatric services. She has developed the current Neonatal Intensive Care Unit therapy program for Waterbury Hospital. Ms. Wittmer has coordinated the physical therapy services for Birth to Three for the Greater Waterbury area and has many years of experience with pediatric outpatient services. Ms. Wittmer has experience working with several local area schools as well as other CT school regions.

Nancy Renner, OTR/L (Program Manager, Waterbury School Contract):

Ms. Renner is currently the on-site manager for the Waterbury School Physical and Occupational Therapy Contract, while also carrying a full caseload. Ms. Renner received her BS in Occupational Therapy from Quinnipiac University, and has worked primarily in school-based settings for 30+ years. Ms. Renner has held supervisory roles since 1991. She has overseen all aspects of Access Rehab school-based therapist services ensuring adherence to contract terms while holding monthly team meetings that provide professional development.

John J. Gevinski, M.D.: (Medical Director for Access Rehab Centers for the past 18 years)

Dr. Gevinski is a specialist in physical medicine and rehabilitation. He has extensive experience working with therapists within a multi-disciplinary model and meets weekly with Access therapists for patient case rounds. Dr. Gevinski received training in adult and pediatric physical medicine at the Rusk Institute and the NYU Medical Center. He has additional training in internal medicine at the Yale Internal Medicine Program. Dr. Gevinski is a member of the Waterbury Hospital medical staff.

Lynne Zailckas, COTA (Contract Coordinator):

Ms. Zailckas has been with Access Rehab Centers for 19 years. She has extensive experience with contracting therapy services as well as a background as a legal assistant. Ms. Zailckas is also an Occupational Therapy Assistant.

Access Rehab Centers currently provides an ongoing connection through an on-site lead Program Manager, as well as priority contact numbers for the clinical lead for pediatric services, the President, and the Business Planning Manager. Administrative staff continues to perform regular quarterly reviews and Quality Indicator Reports to ensure early detection of any problems or opportunities for improved services.

Our objective is always to have our employees function as if they were your employees. Our management process is designed to partner with you in the achieving of your facilities' goals. Our services include:

- **Staffing Resources and Management:** Access Rehab Centers' locally-based administration is available to ensure quality and consistent staffing for all services contracted. In addition, should the Waterbury School system or its affiliated programs be interested in contracting Access Rehab Centers for therapy staffing beyond the scope of this agreement, we are available to recruit additional positions as needed.
- **Clinical and Staffing Adjustments:** Should specific requirements for clinical skill sets become evident in the future Access Rehab Centers will strive to recruit or develop the necessary skills sets required.
- **Clinical Education:** Full-time Access Rehab Centers' staff members each have a \$1,500 yearly continuing education budget to be used to maintain and grow their clinical expertise. In addition, Access Rehab Centers sponsors two continuing education courses each year. Our staff are encouraged to attend the sponsored courses.
- **Clinical staff** will participate in all organization quality improvement programs as well as develop any additional quality improvement initiatives as requested by the school-based program.

Access Rehab Centers has a long history of successfully partnering with the Waterbury Public School District in the development and implementation of therapy programs. Our current program already has in place the majority of the staffing systems, IT infrastructure, staff training mechanisms and management oversight that will be needed.

### **Service Philosophy/Service Continuity:**

Therapists assigned to this contract will serve to act essentially as employees of the Waterbury School System. They will be responsive to the needs of the School System and will provide services as assigned by the School System. In the event that a therapist, for whatever reason, should become unavailable to provide services for a period of time, Access Rehab Centers will strive to find a suitable replacement for that period of time where coverage, at the discretion of the School System, may be required. All efforts and means shall be aggressively pursued to find said replacement.

### **Staffing and Initiation of Services:**

- A. Recruiting: We currently have the requisite speech and language pathology therapists needed in place in the District. Should additional staff be needed to fill this contract to meet Waterbury School system's exact needs, Access Rehab Centers would undertake major recruiting efforts to include extensive advertising, networking, meetings with current therapy providers, and additional recruiting events.
- B. Interviewing and Hiring: The interview process would strive to be a cooperative effort between the Waterbury School systems and Access Rehab Centers Administration. Candidates would be screened by Access Rehab Centers and then presented for review by School System representatives.
- C. Training of Staff: Contracted hours would begin at whatever point that the school system would deem appropriate. Staff would be made available

prior to commencing routine work to ensure they are oriented and in-serviced in the job duties as well as the facility policies and procedures. Access Rehab Centers' administrative staff would be available, at no additional cost, to assist with the planning and coordination for the initiation of services and orientation of newly hired therapists. Whenever possible, orientation and training materials would be provided to newly hired therapists well in advance so as to maximize the training experience and minimize the time required for the training process.

- D. Orientation to Caseloads: Staff will be made available and Access Rehab Centers administrative staff will assist as needed, in ensuring that the process of orientation is as complete as necessary, but as brief as possible.
- E. Initiation of Services: The therapists that will be assigned to this contract will be available to serve essentially as employees of the Waterbury School System. They will be responsive to the needs of the School System and will provide services as assigned by the School System. In the event that a therapist, for whatever reason, should become unavailable to provide services for a period of time, Access Rehab Centers will strive to find a suitable replacement for that period of time where coverage, at the discretion of the School System, may be required. All efforts and means shall be aggressively pursued to find said replacement.

**Direct Response to RFP  
Requirements**

1. Proposer Information

- a. Firm Name: Access Rehab Centers, LLC
- b. Address: 22 Tompkins Street, Waterbury, CT. 06708
- c. Date Form Organized: October, 1998
- d. Form of Ownership: LLC
- e. Years Providing Services: 19 years  
(See Management Team section for full Management Group)
- f. Access Rehab Centers Board Chair: Darlene Stromstad –  
President and CEO, Waterbury Hospital  
Board Secretary: Patricia Gentil

2a. Philosophy Statement and Business Focus

Access Rehab Centers is recognized for the high quality of care provided by therapy clinicians throughout all of the areas of service provision provided by the company. Quality of care and customer service are the foundations of Access Rehab Centers' dramatic growth as a company. Access Rehab Centers specializes in meeting the needs of facilities that require Occupational Therapy, Physical Therapy or Speech Language Pathology services. The primary focus for the company has been management of programs, school based staffing, inpatient hospital care, outpatient adult and pediatric services, and Birth to Three services. Future growth for the company will be focused on two primary markets: school-based contracting services and program management for large healthcare facilities.

2b. Summary of Relevant Experience

A summary of all projects that Access Rehab Centers has completed in the last 3 years includes:

School-based:

1. **CREC**, ATTN: Alisa Collins, 111 Charter Oak, Hartford, CT 06106.
  - Service provided: Speech @ E.C. Vinal Tech and Goodwin Tech.
  - Contract periods include:
    - a. 7/1/2013 – 6/30/2014 School Year. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of the contract = up to \$82,900.00.
    - b. 7/1/2014 – 6/30/2015 School Year. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of the contract = up to \$72,000.00.
    - c. 7/1/2015 - 6/30/2016 School Year. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of the contract = maximum amount \$67,352.00.
    - d. 7/1/2016 – 6/30/2017 School Year. Contract is in place and is currently active. Services were started on time and in budget. Gross amount of the contract = maximum amount \$67,352.00.
2. **Naugatuck Public School**, ATT: Tom Pompei, Athletic Director, 543 Rubber Ave., Naugatuck, CT 06770.

- Service provided: Athletic Trainer.
- Contract periods include:
  - a. 8/1/2013 – 6/30/2015. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of the contract/billing = \$65,000.
  - b. 8/1/2015 – 6/30/2017. Contract is in place and is currently active. Services were started on time and will be within budget. Gross amount of contract/total amount of billing for this period will be = \$70,000.

**3. Waterbury Public Schools, 236 Grand Steet-2<sup>nd</sup> floor, Waterbury, CT 06706.**

- a. Services provided: PT/OT.
- Contract was in place and has since expired. Services were started on time and in budget.
- Contract was for 8/29/2011 – 6/30/2014 which includes three, one year schedules. Those schedules are: Year One (8/29/11 – 6/30/12) Gross amount of contract = \$839,270.00, Year Two (7/1/12 – 6/30/13) Gross amount of contract = \$863,650.00, Year Three (7/1/13 – 6/30/14) Gross amount of contract = \$888,720.00. Total three years = \$2,591,640.00.
- b. Services provided: PT/OT/Speech.
- Contract is for 7/1/2014 – 6/30/2017 and is currently in place and active. -- Services started on time and are anticipated to be in budget.  
Contract for 7/1/2014 – 6/30/2017 broken down as follows: Year one (7/1/2014 – 6/30/2015) Gross amount of contract = \$1,379,975, Year two (7/1/2015 – 6/30/2016) Gross amount of contract = \$1,398,120. Year three (7/1/2016 – 6/30/2017) Gross amount of contract = \$1,445,870. Total three years = \$4,223,965.00.

**4. Westover School, ATTN: Tiz Mulligan, Athletic Director, P.O. Box 847, Middlebury, CT 06762. Service provided: Athletic Trainer.**

- Contract periods include:
  - a. 8/1/2013 – 6/30/2015. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of billing = \$38,062.50.

- b. 8/1/2015 – 6/30/2017. Contract is currently in place and is active. Services were started on time and will be within budget. Total amount of billing year to date 1/31/17 = \$30,116.50.

**Early Intervention Based:**

- Easter Seals Rehab Center of Greater Waterbury, 22 Tompkins St., Waterbury, CT 06708  
Services Provided: Birth to Three Based Physical and Occupational Therapy, Speech and Language Pathology Services  
Service Dates: 10/1998 – Present  
Agreement in Place Currently: Yes  
Started on time and in budget as per agreement requirements: Yes
  
- Creative Interventions, 15 School St., East Granby, CT 06026  
Services Provided: Birth to Three Based Physical Therapy  
Service Dates: 7/2013 - current  
Agreement in Place Currently: Yes  
Started on time and in budget as per agreement requirements: Yes

**Hospital-based:**

- Waterbury Hospital, 64 Robbins St., Waterbury, CT 06708  
Services Provided: Inpatient Hospital Physical and Occupational Therapy and Speech and Language Pathology Services  
Service Dates: 10/1998 - current  
Agreement in Place Currently: Yes  
Started on time and in budget as per agreement requirements: Yes

**Homecare-Based:**

- Naugatuck VNA, 600 Rubber Ave., Naugatuck, CT 06770  
Services Provided: Home Care Physical and Occupational Therapy and Speech and Language Pathology Services  
Service Dates: 10/2011 – 8/2014  
Agreement in Place Currently: No



Started on time and in budget as per agreement requirements: Yes

- All About You Home Care, CHCS LLC, 21 Church Street, Naugatuck, CT 06770  
Services Provided: Home Care Occupational Therapy  
Service Dates: 11/2011 - current  
Agreement in Place Currently: Yes  
Started on time and in budget as per agreement requirements: Yes
  
- All Pointe Home Care, 675 West Johnson Ave., Cheshire, CT 06410  
Services Provided: Homecare Physical and Occupational Therapy  
Service Dates: 6/2015-current  
Agreement in Place Currently: Yes  
Started on time and in budget as per agreement requirements: Yes
  
- Interim HealthCare Home Health Agency, 278 State Street, North Haven, CT 06473  
Services Provided: Home Care Physical and Occupational Therapy and Speech and Language Pathology Services  
Service Dates: 4/2011 – 2/2016  
Agreement in Place Currently: No  
Started on time and in budget as per agreement requirements: Yes
  
- VNA Health at Home, 27 Siemon Company Drive, Suite 101, Watertown, CT 067955  
Services Provided: Home Care Physical and Occupational Therapy  
Service Dates: 4/2016 – current  
Agreement in Place Currently: Yes  
Started on time and in budget as per agreement requirements: Yes

### Management Contracts

- Griffin Hospital, P.O. Box 393, Derby, CT 06484  
Services Provided: Inpatient Physical, Occupational and Speech Therapy Management

Service Dates: 6/2008 – 4/2016

Agreement in Place Currently: No

Started on time and in budget as per agreement requirements: Yes

- Easter Seals Rehab Center, 22 Tompkins St., Waterbury, CT 06708

Services Provided: Outpatient Physical, Occupational and Speech Therapy Management

Service Dates: 7/2013 – current

Agreement in Place Currently: Yes

Started on time and in budget as per agreement requirements: Yes

**2c. Personnel Listing**

Please see **ATTACHMENT B** for Personnel Listing and Resumes.

**2d. Conflicts of Interest**

Access Rehab Centers does provide outpatient pediatric services to patients throughout the Greater Waterbury area. Access Rehab Centers accepts almost all insurances and, as such, provides a relatively unique resource to the children of Waterbury. It is important that Access Rehab Centers continue to provide this outpatient support. Previous agreements with school systems, including the Waterbury School system, have allowed this provision to be met by the assurance that no therapist working for Access Rehab Centers would provide outpatient services to a child to whom they provide services in the school system. It is our belief that this arrangement meets the intent of the conflict of interest clause.

**3a. Organizational Qualifications**

**Company:**

Access Rehab Centers has provided therapy staffing to schools for many years. We have extensive experience in pediatric service provision throughout the entire spectrum of services including; neonatal services, Birth to Three services, specialty clinics that provide pediatric feeding groups, pediatric aquatics, general outpatient pediatric services, and school-based services. We also have on staff a certified assistive technology specialist.

Please see ATTACHMENT D for a complete Organizational Chart.

**Personnel:**

All staff provided under this contract will have an undergraduate degree and master's degree in Speech and Language Pathology from an accredited post-secondary institution, CT Health Department certification and CT State Department of Education certification. Preference will be given to those having Spanish bilingualism.

Each Speech and Language Pathology Therapist provided will have expertise in the principles, methods and procedures used to determine need for student services, design and implement individualized goals and objectives, conduct evaluations and screenings, assess and report on progress, observe, design and implement treatment plans, identify appropriate accommodations and assistive devices, design and implement research based early intervention and treatment plans, identify teaching strategies for students with related academic and educational needs, train and instruct staff and provide any other related service as required by the District.

All therapists that would be assigned would have at minimum, the prerequisite one year minimum experience and will have worked previously in a pediatric or school setting. With Waterbury School system's full prior agreement only, highly qualified Clinical Fellows will also be considered under certain conditions, working under the supervision of Access licensed therapists.

**Retention/turnover rate:**

The retention rate of all Physical Occupational and Speech therapists at Access Rehab Centers has always been above 90% annually.

**3b. Work Plan/Service Delivery Model**

Therapists assigned to this contract will work under the direct guidance or direction of district personnel. They will provide services to assigned case

loads and perform other responsibilities including but not limited to participation in PPT meetings and other activities to meet district requests or responsibilities. They will collaborate, train, assist and consult with Waterbury staff as requested.

Therapists assigned to this contract will maintain appropriate records of work including but not limited to attendance, therapy, progress, IEP's, reports, evaluations, data and daily time records. They will provide the Waterbury School District any documentation requested in an acceptable form and manner and in compliance with all relevant Federal laws including those laws relating to student records and confidentiality and special education, relevant Connecticut laws and regulations and City of Waterbury laws, procedures and directives.

#### **Service Delivery Model:**

Billable services will be provided utilizing the follow models:

- Direct service delivery is hands-on time spent with the children. This includes individual as well as group therapy. Whenever possible, this would take place within the student's normal routine.
- Consultative service delivery includes an education professional seeking out a therapist with concerns or questions usually on a one-to-one basis. The therapist acts as a resource to be accessed by the teacher or the education team. This can include modeling behaviors, providing information for the development of IEPs, or information on specific therapeutic techniques/principles/methods of interaction.
- Indirect service delivery includes therapists providing recommendations as well as educating other professionals via in-services, reports, small group meetings, and meetings on a one to one basis.

\* PPTs and reports could be considered to be indirect or consultative depending on the subject being discussed.

- Program management by a lead clinician.

3c. Services Expected of the City

The services that would be required from the Waterbury School System / City would include:

- Access to adequate space for the performance of any necessary evaluations, treatments, fabrication of adaptive equipment, and documentation.
- Access to relevant records or information necessary to provide the optimal level of services.
- Access to the students as agreed in the students IEP.

4. Cost Schedule

Please see 3-year Cost Schedule in a separate sealed envelope.

5. Information Regarding failure to Complete Work, Default and Litigation

- a. To date, Access Rehab Centers has never failed to complete work awarded to it as part of an RFP awarded contract.
- b. Access Rehab has never defaulted on a contract.
- c. There is no pending litigation involving Access Rehab Centers.
- d. We have never had a contract terminated for cause.
- e. We have never been named in a lawsuit related to errors and omissions.
- f. We have never filed for protection under Federal Bankruptcy laws.
- g. We have never exceeded the amount of a contract we were awarded.
- h. There are no other factors or information that would affect Access Rehab's ability to provide the services sought by the City in its RFP.

6. Access Rehab Centers does not take exception to any requirement in the RFP.

7. Additional Information: We authorize the City to request of us directly or of any persons, firms or corporations to furnish any information requested by the City in verification of the recitals included in this RFP response.

Attachment A

## ATTACHMENT A

### SCHOOL CONTRACTS SERVICED OVER LAST 5 YEARS

1. **CREC**, ATTN: Alisa Collins, 111 Charter Oak, Hartford, CT 06106.
  - Service provided: Speech @ E.C. Vinal Tech and Goodwin Tech.
  - Contract periods include:
    - a. 7/1/2011 – 6/30/2012. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of the contract = up to \$60,000.00.
    - b. 11/26/2012 – 6/30/2013. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of billing = \$39,663.00.
    - c. 7/1/2013 – 6/30/2014 School Year. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of the contract = up to \$82,900.00.
    - d. 7/1/2014 – 6/30/2015 School Year. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of the contract = up to \$72,000.00.
    - e. 7/1/2015 - 6/30/2016 School Year. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of the contract = maximum amount \$67,352.00.
    - f. 7/1/2016 – 6/30/2017 School Year. Contract is in place and is currently active. Services were started on time and in budget. Gross amount of the contract = maximum amount \$67,352.00.
2. **CREC TABS Division** Hartford, ATTN: Margaret MacDonald, 111 Charter Oak, Hartford, CT 06106.
  - Service provided: Speech @ University of Hartford Magnet School, Reggio Magnet School of the Arts, Vernon Elementary School, and Simsbury High School.
  - Contract periods includes:
    - a. 4/5/2011 – 6/30/2011. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of billing = \$10,804.00



- b. 9/1/2011 – 12/31/2011. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of billing = \$6,726.00.
  - c. 9/10/2012 – 6/30/2013. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of billing = \$23,429.00.
  - d. 11/26/2012 – 6/30/2013. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of billing = \$34,677.50.
3. **CREC**, ATTN: Janet Scialdone, 111 Charter Oak, Hartford, CT.
- Service provided: Speech at Torrington School System.
  - Contract period was 5/21/2012 – 6/13/2012.
  - Contract was in place and has since expired. Services were started on time and in budget. Contract amount = up to \$3,360.00.
4. **Naugatuck Public School**, ATT: Tom Pompei, Athletic Director, 543 Rubber Ave., Naugatuck, CT 06770.
- Service provided: Athletic Trainer.
  - Contract periods include:
    - a. 8/1/2011 – 6/30/2013. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of the contract/billing = \$60,000.
    - b. 8/1/2013 – 6/30/2015. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of the contract/billing = \$65,000.
    - c. 8/1/2015 – 6/30/2017. Contract is in place and is currently active. Services were started on time and will be within budget. Gross amount of contract/total amount of billing for this period will be = \$70,000.
5. **Pomperaug Regional School District 15**, ATTN: Donna Popowski, 286 Wittemore Rd., P.O. Box 395, Middlebury, CT 06762-0395.
- Service provided: Speech.

- Contract period was 8/31/12 – 10/1/12. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of billing = \$9,912.00.

- Service provided: OT.

- Contract period was 3/31/12 – 4/30/2012. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of billing = \$5,053.75.

**6. Waterbury Public Schools, 236 Grand Steet-2<sup>nd</sup> floor, Waterbury, CT 06706.**

a. Services provided: PT/OT.

- Contract was in place and has since expired. Services were started on time and in budget.

- Contract was for 8/29/2011 – 6/30/2014 which includes three, one year schedules. Those schedules are: Year One (8/29/11 – 6/30/12) Gross amount of contract = \$839,270.00, Year Two (7/1/12 – 6/30/13) Gross amount of contract = \$863,650.00, Year Three (7/1/13 – 6/30/14) Gross amount of contract = \$888,720.00. Total three years = \$2,591,640.00.

b. Services provided: PT/OT/Speech.

- Contract is for 7/1/2014 – 6/30/2017 and is currently in place and active. -- Services started on time and are anticipated to be in budget.

Contract for 7/1/2014 – 6/30/2017 broken down as follows: Year one (7/1/2014 – 6/30/2015) Gross amount of contract = \$1,379,975, Year two (7/1/2015 – 6/30/2016) Gross amount of contract = \$1,398,120. Year three (7/1/2016 – 6/30/2017) Gross amount of contract = \$1,445,870. Total three years = \$4,223,965.00.

**7. Watertown Public School, 779 Buckingham Street, Oakville, CT 06779.**

- Services provided include: OT, PT, and Speech.

- Contract period was 2011 – 2012 school year and is no longer in place. Services were started on time and in budget. Gross amount of billing = \$6,522.00.

**8. Westover School, ATTN: Tiz Mulligan, Athletic Director, P.O. Box 847, Middlebury, CT 06762. Service provided: Athletic Trainer.**

- Contract periods include:
  - a. 8/1/2011 – 6/30/2013. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of billing = \$34,587.
  - b. 8/1/2013 – 6/30/2015. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of billing = \$38,062.50.
  - c. 8/1/2015 – 6/30/2017. Contract is currently in place and is active. Services were started on time and will be within budget. Total amount of billing year to date 1/31/17 = \$30,116.50.
- 9. **Wolcott Public School**, ATTN: Robin Marino, 1488 Woodtick Rd., Wolcott, CT 06716. Service provided: Speech.
  - Contract period was 3/1/2012 – 10/16/2012 and has since expired. Services were started on time and in budget. Gross amount of billing = \$33,017.50.

Attachment B

## Therapist Resumes

### Speech Language Pathology

Rachel Spitz-Deutsch

Elisabeth Doyle

Malka Elefant

Rachel Kalish

Aviva Karr

Beverly Polgroszek

Judy Rosenfeld

Claire Scully

Patricia Vaichus

Shani Weinreb

Rachel Spitz-Deutsch  
40 Hewlett St.  
Waterbury, CT 06710  
347 -668 -9342

\*\*\*\*\*  
Aim: Looking for a position offering future career growth

**EDUCATION:**

Masters in Speech Language Pathology – June 2002

Touro Speech-Language Masters Program

Overall GPA – 3.9

Bachelor's Degree- June 2000

Touro College Avenue J Campus.

Graduated Magna Cum Laude, Majoring in Speech/Language.

Overall GPA – 3.8; Dean's List

**SPEECH THERAPY EXPERIENCE: Speech-language pathologist, SLP-CCC, Access Rehab Centers, Waterbury, CT, September 2014 -present**

- Provide therapy to school aged children, including elementary, middle, and high school for the Waterbury Public Schools.
- Caseload includes clients with receptive and expressive language disorders, learning disabilities, PDD spectrum, stuttering, and written expression difficulties.

**SPEECH THERAPY EXPERIENCE: Speech-language pathologist, SLP-CCC, Advance Therapy Associates, Waterbury, CT, January 2009-June 2014**

- Provided therapy to school aged children, including elementary, middle, and high school for the Waterbury Public Schools.
- Caseload included clients with receptive and expressive language disorders, learning disabilities, PDD spectrum, stuttering, and written expression difficulties.

**Speech-language pathologist, SLP-CCC, Hebrew Academy for Special Children, Camp, Parkville, NY, July – August 2005-2006, 2006-2007, 2010-2016**

- Provided therapy to wide variety of clientele including children and young adults
- Caseload included clients with various syndromes, PDD, CP, and language delay

**Speech-language pathologist supervisor, CCC-SLP, Nova Southeastern University, University of Cincinnati, Jerusalem, Israel, December 2004 – present**

- Supervising and providing guidance to graduate students in areas such as adult dementia, child language, PPD and Down Syndrome classroom
- Job includes demonstrating therapy to a variety of disabled clients, providing material and ideas to graduate level students.

**Early Intervention Speech-language pathologist, Citi-pro Group, Brooklyn, NY, Summer 2003**

- Provided early intervention therapy to toddlers ranging from 1 year to 3 years of age
- Caseload included language impaired, PDD spectrum, and delayed speech and language in a variety of homecare settings.

**Speech-language pathologist, CFY position, MSY Therapy, Brooklyn, NY, Sept 2002-June 2003**

- Provided therapy to children ranging from preschool through second grade
- Caseload included a variety of speech/language issues, including articulation, language, selective mutism, and dysfluency.

**Speech pathologist Intern, American Institute for Stuttering, New York City, July 2002**

- Intensive fluency program for teenagers under Catherine Montgomery, CCC-SLP, Stuttering specialist, using the integrated approach of both fluency shaping and stuttering modification techniques.
- Caseload included 8 clients ranging from 13-19, diagnosed as moderate-severe stutterers.

**Speech pathologist Intern, Omni Rehabilitation Center, Brooklyn, NY, Jan 2002- June 2002**

- Provided therapy to a range of clientele, spanning from elderly to young children
- Cases include elderly stroke patients with aphasia, developmentally disabled adults, language delayed adults, adolescents with learning disabilities, children with processing

and language disorders, children who stutter, children with articulation and phonological disorders.

- Administered evaluations weekly.

**Bilingual TSHH, *Yeled V'Yalda*, Brooklyn, NY, Jan 2002 - Present**

- Bilingual Hebrew homecare services provided to CPSE cases.

**Speech pathologist Intern, *Herbert G. Birch Early Childhood Center*, Brooklyn, NY, September 2001-December 2001.**

- Majority of caseload was early intervention and CPSE, provided services and progress notes on patients.
- Caseload included apraxic toddlers, an autistic/PDD classroom, feeding therapy, language therapy, and articulation therapy.
- Participant in weekly meetings.

**Other Work Experience:**

**Winter 1998-Summer 2000 full-time, Fall 2000-Winter 2002 part-time**

**Yeshivah of Flatbush Middle School, Administrative Assistant**

- Managed the school's computer system using private school system, Microsoft Excel and Microsoft Word.
- Secretary to the principal, reception duties
- Aided extracurricular Humanities director

**Fall 1998**

**S&M Realty Processing Corp., secretary**

References furnished upon request.

# Elisabeth Doyle

## OBJECTIVE

To obtain a position as a Speech Pathologist

## EXPERIENCE

Aug 2015-Present      Access Rehabilitation      Waterbury Public Schools  
*Certified /Licensed Speech Language Pathologist CCC-SLP*

Working as a certified and licensed SLP in a public educational system designed to provide intensive and comprehensive educational services to students with learning, speech, language, fluency, and autism spectrum and related disorders. Responsibilities include; working collaboratively with classroom teachers while providing speech and language services to students ranging from kindergarten through high school with a variety of disabilities (e.g., autism) with a solid understanding of the IEP process, particularly in the area of writing and implementing appropriate, measurable goals and objectives. Direct instruction across all domains occurs intensively, an emphasis is placed on the development of language and communication, relatedness, cognitive flexibility and social cognition across all curriculum areas in the context of functional real-life activities.

Jan 2014- Aug 2015      Alliance Rehabilitation      Various locations, CT  
*Speech Language Pathologist MS CCC-SLP*

Working as a certified and licensed SLP in a skilled nursing facility providing skilled speech and language treatment to patients that have cognitive impairments and swallowing disorders. Responsibilities include patient evaluations and effective administration of treatment programs, developing and implementing clinical and educational components of the Speech-Language Pathology Program, actively participating on the interdisciplinary rehabilitation team and contributing to facility marketing activities.

Sept 2013-Sept 2015      Keep Me Home      Various Locations, CT  
Family Care  
*Speech Language Pathologist MS CCC-SLP*

Working as a per diem speech-language pathologist in the home providing one-on-one interaction in the most natural and comfortable environment for the patient. Therapy activities are tailored to address "real life" functional needs. In the home setting, an individualized plan of care is developed to match the specific environmental, therapeutic, and social needs. The therapeutic interactions with patients and families are on a personal level, natural daily opportunities, and interdisciplinary service delivery.



April 2014 –June 2015

EBS Therapy

Various Locations, CT

Working per diem provided in home, home bound speech and language services to children in various school districts.

July 2013-Jan 2014

All Star Therapy

Meriden, CT

*Certified /Licensed Speech Language Pathologist CCC-SLP*

Working as a certified and licensed SLP in a private educational program designed to provide intensive and comprehensive educational services to students with autism spectrum and related disorders. Responsibilities include; working collaboratively with classroom teachers while providing speech and language services to students ranging from kindergarten through high school with a variety of disabilities (e.g., autism) with a solid understanding of the IEP process, particularly in the area of writing and implementing appropriate, measurable goals and objectives. In addition, data-based instructional curriculum as part of a transdisciplinary teaching program is designed for each individual student utilizing research-based interventions including, but not limited to, ABA. Direct instruction across all domains occurs intensively, an emphasis is placed on the development of language and communication, relatedness, cognitive flexibility and social cognition across all curriculum areas in the context of functional real-life activities. Given the needs of our students, a 1:1 ratio of staff to students is provided at the outset, moving to small group and finally classroom instruction is offered when appropriate. Inclusion is supported, use of district curriculum materials modified to the student's level and participation in the student's home school district are encouraged when students possess the necessary skills. Participation in services to support transitions and follow up is provided to districts.

April 2013- July 2013

Alliance Rehabilitation

Various locations, CT

*Speech Language Pathologist MS CCC-SLP*

Working as a certified and licensed SLP in a skilled nursing facility providing skilled speech and language treatment to patients that have cognitive impairments and swallowing disorders. Responsibilities include patient evaluations and effective administration of treatment programs, developing and implementing clinical and educational components of the Speech-Language Pathology Program, actively participating on the interdisciplinary rehabilitation team and contributing to facility marketing activities.

May 2012-April 2013

Alliance Rehabilitation

Various locations, CT

*Speech Language Pathologist CFY*

Working under the supervision of a certified and licensed SLP in a skilled nursing facility as part of the requirements to complete my CFY. Providing skilled speech and language treatment to patients that have cognitive impairments and swallowing disorders. Responsibilities include patient evaluations and effective administration of treatment programs, developing and implementing clinical and educational components of the Speech-Language Pathology Program, actively participating on the interdisciplinary rehabilitation team and contributing to facility marketing activities

Jan 2012- Apr 2012      Naugatuck School System      Naugatuck, CT

*Speech Language Pathologist Intern*

Worked under the supervision of a licensed Speech Pathologist providing Speech and Language Therapy to Elementary School children, administering evaluation and diagnostic measures to correctly determine eligibility of services, and creating Individual Education Plans based on evaluations as part of the requirements for completion of degree.

Nov 2011- May 2012      Connecticut Behavioral Health      Cheshire, CT

*Behavioral Consultant*

In-Home Services provided to families with the guidance and support necessary to help their home function more productively. Extensive training in Applied Behavior Analysis (ABA) was obtained. ABA techniques are the foundation for the individualized programs that are created for the clients. A functional behavioral plan is created to provide proactive, preventative strategies (i.e., environmental modifications) for the family to implement as well as reactive strategies to assist the family with managing the problem behavior when it arises. Caseloads may include behavioral services for children, adolescents, and adults with Autism Spectrum Disorders, Developmental Delays, Medical Disorders, and Psychiatric/Behavioral issues working closely with the Department of Developmental Services, The Department of Children and Families, and a number of school districts throughout the state.

August 2011-Dec 2011      Bishop Wicke      Shelton, CT

*Speech Language Pathologist Intern*

Worked under the supervision of a certified and licensed SLP in a skilled nursing facility as part of the requirements to complete my Masters Degree in Speech Language Pathology. Providing skilled speech and language treatment to patients that have cognitive impairments and swallowing disorders.

March 2011-March 2012      Wheeler Clinic      Plainville, CT

*Direct Care Counselor-Per Diem*

Congregate care in a group home of boys 7-14 years old. Responsibilities of the job include having the knowledge of various behaviors and applying behavior strategies for the individual to remain safe in the home and in the community while maintaining the overall safety of the staff, other children, and public. A strong background in behavior management and understanding the developmental background of the children is a must.

Mar 2011- Dec 2011      Rehabilitation Associates of CT      Fairfield, CT

*Early Interventionist-Per Diem*

Responsible for providing services to children in their home or childcare setting. Services are deemed and provided as a result of eligibility assessments which are bound an Individualized Family Service Plan (IFSP). As the service coordinator, I also help to create and develop the IFSP with the parents and other team members, and make sure that the IFSP is being carried out to the maximum potential. Service Coordination requires a rigorous training which was required and completed upon hiring. The typical caseload consists of children between the ages of birth-3, with a specific diagnosed developmental

disability, language delayed children, and children who are educationally classified as autistic. Currently in the approval process for the Early Intervention Specialist Credential which will allow for participation in the eligibility evaluation(s).

Jan 08- Mar 2011      Easter Seal Birth to Three      Waterbury, CT  
*Early Interventionist-Full Time*

Responsible for providing services to children in their home or childcare setting. Services are deemed and provided as a result of eligibility assessments which are bound an Individualized Family Service Plan (IFSP). As the service coordinator, I also help to create and develop the IFSP with the parents and other team members, and make sure that the IFSP is being carried out to the maximum potential. Service Coordination requires a rigorous training which was required and completed upon hiring. The typical caseload consists of children between the ages of birth-3, with a specific diagnosed developmental disability, language delayed children, and children who are educationally classified as autistic.

Jan 07-July 07      Pinellas County Schools      Pinellas, FL  
*Speech Language Pathologist-Full Time*

Provided whole and small group therapy to pre-school and elementary aged school children in two different sites. Administered and implemented diagnostic measures required to determine eligibility of services. Part of the IEP Team responsible for creating and implementing the Individual Education Plan for each child. Caseload included Autistic, Speech Impaired, Language Impaired, Hearing Impaired, and Developmentally Delayed Children.

Aug 2005- Jan 2007      Bing El School/Lowry El School      Tampa, FL  
*Kindergarten Teacher-Full Time*

Responsible for creating and implementing lesson plans to correlate with The Sunshine State Standards while providing a differentiated curriculum for individualized needs.

July 2004-Aug 2005      Bing Elementary School      Tampa, FL  
*Speech Language Pathologist Assistant-Full Time*

Worked under the supervision of a licensed Speech Pathologist providing Speech and Language Therapy to Pre-School and Elementary School children, administering evaluation and diagnostic measures to correctly determine eligibility of services, and creating Individual Education Plans based on evaluations.

mjEDUCATION

April 2012      NOVA Southeastern University  
Masters of Science      Speech Language Pathology

Davie, FL

May 2004 Southern Connecticut State University  
BA Communications with a Specialty in Disorders

New Haven, CT

June 2002 Naugatuck Valley Community College  
AS Early Childhood Education  
Graduated as a member of The National Dean's List  
Officer in the Early Childhood Education Club

Waterbury, CT

#### TECHNICAL SKILLS

Proficient in Microsoft Office and Internet Explorer applications

Knowledge in ABA and Data Collection

PROMPT Trained

PMT Trained

Safety Care Trained

References Available Upon Request

[erupenski@yahoo.com](mailto:erupenski@yahoo.com)

28 Mountain View Dr Wolcott, Ct 06716  
203.232.2843

# Malka Elefant

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## Education

2/04-5/06 Nova Southeastern University  
**Masters of Science, Speech-Language Pathology**  
▪ Achieved GPA of 4.0

9/02-3/04 Thomas Edison State College  
**Bachelor of Arts, Liberal Art**  
▪ Graduated magna cum laude

## Professional experience

9/14-2/17 Access Rehab Centers Middlebury, CT  
**Speech-Language Pathologist**  
▪ Continued to work in Waterbury Public Schools in the Middle School and High School settings.

10/08-6/14 Advance Therapy Associates Waterbury, CT  
**Speech-Language Pathologist**  
▪ Worked in Waterbury Public Schools in both Middle and High School settings.  
▪ Worked with teenagers with fluency, articulation, oral and written language, and pragmatic language issues as well as children with autism and intellectual disabilities  
▪ Provided evaluations and treatment for language, articulation, phonology, voice, fluency, pragmatic, oral motor, and hearing disorders  
▪ Collaborated with special education team to help formulate IEPs and programs individualized to each student's needs  
▪ Co-taught with special education and regular education teachers to provide language services within the student's curriculum.

9/06-6/08 Petachia Institutions Jerusalem, Israel  
**Speech-Language Pathologist**  
▪ Administered speech-language evaluation and therapy in special education preschool  
▪ Worked with children with speech, language, and aural delays as well as children with autism and intellectual disabilities  
▪ Provided treatment for language, articulation, phonology, voice, fluency, pragmatic, oral motor, and hearing disorders  
▪ Collaborated with special education team to help mainstream children with language and learning delays

5/02-3/04 Meshi Special Education Kindergarten Jerusalem, Israel

**Speech-Language Pathologist Aid**

- Designed and/or programmed high and low tech alternative communication devices under supervision of staff speech-language pathologists
- Provided treatment aimed at functional communication to children with cerebral palsy under supervision of staff speech-language pathologists
- Collaborated with other professionals to implement mutual goals

9/01-4/02 Magen David Yeshiva Brooklyn, New York

**Assistant Teacher**

- Worked as an assistant teacher for fourth grade boys and girls in an intergraded classroom setting

**References**

Maria Burns  
203 574 8120  
[mburns@waterbury.k12.ct.us](mailto:mburns@waterbury.k12.ct.us)

Building Principal  
West Side Middle School

Donajean Belcher  
203 527 9437  
[dbelcher@waterbury.k12.ct.us](mailto:dbelcher@waterbury.k12.ct.us)

Speech Language Pathologist

Candice Kostka  
203 574 8120  
[ckostka@waterbury.k12.ct.us](mailto:ckostka@waterbury.k12.ct.us)

Vice Principal  
Speech Language Pathologist  
West Side Middle School

# Rachel Kalish

52 Blue Ridge Dr. Ext. Waterbury, CT 06704

Phone: 203-591-8926/ [rochelkalish@gmail.com](mailto:rochelkalish@gmail.com)

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## Objective

Seeking the position of speech and language pathologist in a school setting

## Education

- **Master of Science-Communication Disorders (Speech and Language Pathology)**  
2000-2004 Southern Connecticut State University, New Haven, CT
- **Bachelor of Arts- Humanities (Dean's List)**  
1996-1998 Thomas Edison State College, Edison, New Jersey

## Work Experience

- **September 2014- Present Access Rehab Centers**  
School based speech and language pathologist  
Provided speech and language services to students in grades pre-k through 12. Therapy included evaluation and treatment of various forms of communication disorders.
- **September 2006- June 2014 Newtown Board of Education**  
School based speech and language pathologist  
Provided speech and language therapy and evaluations to medically fragile students in a self-contained, special education classroom. Therapy included various forms of Augmentative and Alternative Communication systems (AAC), as well as feeding and oral motor intervention.
- **July 2012-August 2012 Camp Mishkan , Narrowsburg, NY**  
Summer-school based speech and language pathologist  
Provided speech and language services in a summer-school/camp to students with various communication disorders, including autism, Down's Syndrome etc.
- **August 2005- June 2006 Plymouth Board of Education**  
Provided evaluation and remediation of various forms of communication disorders, including autism, at the elementary and middle school levels. Assisted in life-skills program for autistic students.

- August 2004-June 2005 Seymour Board of Education  
School based speech and language pathologist  
Provided evaluation and remediation of various forms of communication disorders, at the elementary school level.

References available upon request



## Aviva Karr

54 Euclid Ave.  
Waterbury, CT 06710

M.S., CCC-SLP  
Licensed and ASHA certified

(646) 265- 9171  
[avivamichelle@gmail.com](mailto:avivamichelle@gmail.com)

**Objective:** To use my professional training and experience to service individuals with speech and language impairments.

**Education:** **Adelphi University**  
Master of Science Degree: September 2006-August 2008  
Major: Communication Disorders

**Queens College**  
Bachelor of Arts Degree: September 2003-December 2005  
Major: Speech Pathology  
Minor: Business and Liberal Arts (BALA)  
Honor: Cum Laude

### Work Experience:

**Access Rehab Centers:** Waterbury Schools Contract  
2016-2017 School Year  
Bucks Hill Preschool @ The Annex  
Maloney Magnet School  
Westside Middle School  
Yeshiva Elementary School  
Rainbow Academy

2015-2016 School Year  
Bucks Hill Preschool @ The Annex

2014-2015 School Year  
Bunker Hill Elementary School

**Advance Therapy Associates:** Waterbury Schools Contract  
2013-2014 School Year  
Bunker Hill Elementary (Jan. 2013-Apr. 2013)  
Bucks Hill Preschool @ The Annex (Nov. 2013-Dec. 2013) - temporary maternity leave position  
Wilby High School (Oct. 2013-Nov. 2013) - temporary maternity leave position

**NYC Department of Education:**  
September 2009 - June 2013  
The Howard Beach School PS/MS146, Howard Beach, N.Y.

**Clinical Fellowship: Forest Elementary School PS071,** Ridgewood, N.Y. (Oct. 2008-June 2009)

- Conducted individual and group lessons in a school setting for students mandated to receive speech and language therapy in grades K-4.
- Participated in IEP meetings.

- Formulated and amended IEPs.
- Attended professional development workshops.
- Consulted with supervisors, classroom teachers and parents regarding student progress.
- Recorded data through daily session notes.

**Student Teaching: Susan B. Anthony IS238**, Hollis, N.Y. (Spring 2008)

- Created, planned, and implemented lessons to instruct 6<sup>th</sup> -8<sup>th</sup> graders receiving speech as a related service.
- Reviewed and composed sections of children's IEP's.
- Attended IEP meetings.
- Advised continuance or discharge of children from Speech and Language services.
- Recommended speech goals for children for summer and upcoming school year.

**Externship: All Childrens Therapy**, Woodmere, N.Y. (Fall 2007)

- Constructed, prepared, and instructed lessons for children receiving speech and language services.
- Recorded ongoing session notes.
- Interacted with teachers, parents, and fellow colleagues regarding plans and progress.

**Student Therapist: Adelphi University Hy Weinberg Center**, Garden City, N.Y. (Spring 2007)

- Conducted individual therapy for two preschool children with articulation and language needs.
- Planned, organized, and implemented lessons for a language stimulation group of six preschoolers.

**All Children's Therapy**, Woodmere, N.Y (February 2006- January 2007)

- Managed office for Speech, Occupational, Physical, and Play Therapy agency.
- Interacted with clients, parents, district personnel, and therapists on a day-day basis.
- Scheduled client sessions and professional meetings.
- Organized client files, managed billing, and created organized databases for agency.

**Ohel/Bais Ezra**, Far Rockaway, NY (February 2005- December 2005)

- Worked with developmentally disabled teenagers to improve independence with activities of daily living (ADL).
- Participated in regular training seminars.
- Kept weekly detailed progress notes for regular meetings with case supervisor to develop appropriate goals for clients.

References are available upon request.

Beverly B. Polgroszek M.S. CCC/SLP  
*Speech-Language Pathologist*  
42 Parish Drive  
Kensington, CT 06037

(866) 828-3553

August 22, 2016

Seeking a position as part of a team using personal expertise as a speech language pathologist in a facility that services primarily preschool through school age children.

#### Work Experience

##### Speech-language pathologist

##### Wolcott Public School District Wolcott, CT

September 1977 to June 1982

September 1984 to June 1986

September 1990 to June 2016 (retired from public school teaching position as of 6/2016)

##### Waterbury Public School District Waterbury, CT

September 1989 to June 1990

- Conduct in depth evaluations of speech and language for students preschool through grade 12.
- Plan and implement therapy for a variety of speech and language disorders for preschool through school age population.
- Develop IEPs, participate in Planning and Placement Team meetings, implement RTI interventions for at-risk students
- Screen preschool children for language/speech deficits as part of child-find
- Appointed Lead clinician for the Wolcott Speech-Language Department
- Supervised Clinical Fellowship year clinicians
- Supervised Speech Language Pathologist Assistant.
- Collaborate with classroom teachers, related service specialists, audiologists
- Maintain contact with parents and other outside service providers
- Participated in school-wide activities (including but not limited to), classroom based field trips, EIT team member, member of the School Climate Committee, Graduation Dance Committee, assisted with after school based activities/tutoring, member of PTO.

#### Education

##### Education Training

Central Connecticut State University  
1968-1972

##### BA English

Southern Connecticut State University  
1974-1977

**MS Speech-Language Pathology**

Maintained minimum of 10 CEUs annually for State of Connecticut Licensure and for American Speech-Language-Hearing-Association (ASHA) Certificate of Clinical Competency (CCC)

**Additional Information**

Licensed Speech Language Pathologist in Connecticut  
Current Teaching Certification in Connecticut (valid through 2020)  
Maintained CCC's for ASHA certification (CCC/SLP)  
Member of Connecticut Speech-Language Hearing Association (CSHA)  
Volunteered with Literacy Volunteers of Central Connecticut 2005 through 2010

Beverly B. Polgroszek M.S. CCC/SLP  
Speech-Language Pathologist

Judy Rosenfeld  
92 Blue Ridge Drive  
Waterbury, CT 06704  
(917) 297-7918  
lazjudy@gmail.com

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**CERTIFICATION/LICENSE:**

- American Speech and Hearing Association Certificate of Clinical Competence in Speech Language Pathology
  - Connecticut Certified Speech Language Pathologist
  - New York State Certified Speech Language Pathologist
  - New York State Teacher of Speech and Hearing Handicapped
  - New York City Teacher of Speech Improvement
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**EDUCATION:**

Brooklyn College, Brooklyn, NY  
*MS, Speech Language Pathology, 2004*  
Brooklyn College, Brooklyn, NY  
*BA, Communicative Disorders and Sciences, 2002*

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**WORK EXPERIENCE:**

Access Rehab Centers-Waterbury Public Schools Sept 2014- Present

Advance Therapy Associates-Waterbury Public Schools Jan 2013-June 2014

Speech-Language Pathologist

- Provide individual and group speech and language evaluations and therapy for preschool, elementary and high school students
- Plan and conduct weekly individual, group, and collaborative therapy sessions targeting children with speech and language difficulties, including articulatory-phonological disorders, word retrieval deficits, comprehension deficits, auditory short-term memory deficits, and organization and formulation of language
- Establish intervention objectives and contribute to annual/triennial review for IEP's with team members
- Screen at-risk, non-mandated students and recommend appropriate intervention plans

New York City Department of Education

Speech-Language Pathologist- Sept 2006-October 2011

- Provide individual and group speech and language evaluations and therapy for a caseload of 25-35 CPSE (ages 3-5), Preschool and Elementary students
- Plan and conduct weekly individual, group, and collaborative therapy sessions targeting children with speech and language difficulties
- Establish intervention objectives and contribute to annual/triennial review for IEP's with team members
- Screen at-risk, non-mandated children and recommend appropriate intervention plans

Chaim Berlin School, Brooklyn, NY

Speech-Language Pathologist -Sept 2004-June 2006

- Evaluate and treat preschool and elementary school-aged children with language, articulation and fluency disorders

Canarsie Childhood Center, Brooklyn, NY

Speech-Language Pathologist-Summers 2004-2006 and 2009

- Treatment and evaluations for EI and CPSE-age children with speech and language deficits

CLAIRE SAMPIERI SCULLY  
30 Bethmour Road  
Bethany, CT 06524-3336  
[Chiarasam@comcast.net](mailto:Chiarasam@comcast.net) (203) 393-1203

**Objective:** Speech and Language Pathologist

**Speech Pathology Experience:**

Speech and Language Pathologist, Access Rehab Centers August, 2015-present  
Evaluations, IEP planning, speech and language services for students at North End Middle School in Waterbury, CT.

Speech and Language Pathologist, Region #16 August, 2013 – June, 2015

Speech and language services for students in Preschool through Grade 5, including evaluations, case management, and IEP development.  
*Exemplary rating at End-of-Year Summative Review given by Region 16 Director of Pupil Personnel.*

Speech and Language Pathologist, EBS Healthcare, Inc. March- June, 2013  
Evaluations, IEP planning, speech and language services for students at North End Middle School in Waterbury, CT.

Speech and Language Pathologist, Rehabilitation Associates, Inc. 1992-2004  
Evaluated and remediated communication disorders for all ages in various settings, including schools, Birth to Three, and outpatient clinics.  
In schools: responsible for diagnostic evaluations, IEP planning, speech and language services for students in Pre-K through Grade 6. Implemented programming across various models of intervention, including one-on-one, small group, and classroom-based.  
In outpatient clinic: Evaluated and provided speech and language therapy to children ages 2 through adult. Coordinated care with school speech pathologists.  
Supervisor of graduate students and clinical fellows. 1997-2003

**Education:**

Southern Connecticut State University 1992  
M.S. in Communication Disorders Dean's List  
Fairfield University 1989  
B.S. in Biology; Minor in Psychology Dean's List

**Certification:**

Provisional Educator Certificate 2014  
Department of Public Health, SLP License 1992 - present  
Certificate of Clinical Competence, Speech Language Pathology 1993 - present  
Clinical Fellowship Year, Speech Language Pathology 1992

Patricia Ann Vaichus  
61 Norton Heights  
Wolcott, CT 06716  
203-879-4402 / 203-558-0520

#### Career Objectives

To diagnose and remediate speech and language skills of elementary school-aged children, in an effort to improve their communication skills. To enhance my skill sets and potential for my employer through additional experience and continuing education.

#### Education

**Southern Connecticut State University.** Awarded the Master of Science Degree in Speech-Language Pathology in May, 1985.

**University of Connecticut.** Awarded the Bachelor of Arts in Speech Pathology and Audiology in May, 1982.

#### Employment

##### Access Rehab Centers:

- Speech-Language Pathologist in the Waterbury School System from August, 2014 to the present - part time.
- Speech-Language Pathologist in the Middlebury Access Rehab Clinic from April, 2015 to the present.

**Advance Therapy Associates:** Speech-Language Pathologist for the Waterbury Public School System from March, 2009, to June, 2014.

**Wolcott Board of Education:** Speech-Language Pathologist  
September, 1986 to September, 1987- full time  
November, 1990 to December, 1990- full time substitute  
December, 2006 to March, 2007- part-time substitute

**Waterbury Board of Education:** Speech-Language Pathologist  
April, 1985 to June, 1986- full time

#### Clinical Experience / Responsibilities

- Experience treating children with articulation disorders, phonological disorders, language disorders, fluency disorders, hearing-impairments, autism spectrum disorders, and vocal nodules.
- Worked in an Essential Skills Classroom, servicing non-verbal and bilingual students with autism spectrum disorders, intellectual disabilities, cerebral palsy, and Down Syndrome.
- Experience with PECS (Picture Exchange Communication System), pre-PECS, functional sign language, Talk-One devices, and the iPad.
- Used TIENET to write evaluations, progress reports, and Individual Education Plans (IEP) for Planning and Placement Team (PPT) meetings.

#### Certification

- Licensed Speech-Language Pathologist by the State of Connecticut Department of Health Services.
- Awarded the Certificate of Clinical Competence in July, 1986 by the American Speech-Language-Hearing Association. (Presently not an ASHA member)
- Connecticut State Board of Education Provisional Certificate (1985-1995).

Available to work on a part-time basis.

References- Available upon request.



## Shani Weinreb M.A. CCC-SLP

80 Euclid Ave  
Waterbury, CT 06710  
203-757-9433 Cell 203-885-8709  
sweinrebslp@gmail.com

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### OBJECTIVE

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To obtain a position as a Speech-Language Pathologist

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### EXPERIENCE

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#### Access Rehab Centers

September  
2014-present

T

SLP in Wilby High School Waterbury, CT  
Working with Students with various disabilities- ADD, SLI, Emotionally Disturbed,  
Autism, and Learning Disabled.  
Academic levels ranging from Pre-K through high school  
Conducted evaluations, wrote IEP's, and attended PPT's

#### Advance Therapy Associates

November 2008-August  
2014

SLP in Wilby High School Waterbury, CT

#### Access Rehab Centers

worked as SLP in Watertown Public school's extended school year program

June-August 2008

#### Frenchtown Elementary School

September 2007- June  
2008

- \* Full-time position as Speech Language Pathologist
- \* Worked with autistic students in Specialized Resource Program
- \* Worked with regular and special education students
- \* Conducted evaluations, wrote IEP goals, and attended PPT's.

#### Myofunctional and Speech Therapy Inc

December 2006-  
August 2007

- \* Worked as CFY SLP in Waterbury and Southington Public schools
- \* Worked with students ranging from preschool through middle school
- \* Worked with regular education, special education, and autistic children

#### Seymour Public Schools

June-August 2006

- \* worked as SLP in Seymour's extended school year program at Chatfield Elementary School
- \* Treated students ranging from preschool through high school

#### Waterbury Hospital

July-August 2005

- \* Adult Placement- Supervisor David Zirlen M.S. CCC-SLP
- \* Swallowing evaluations-FEES
- \* Evaluated and treated patients with voice therapy.

#### BLOCK Institute

January-May 2005

- Student teaching Supervisor Patricia Pike M.S. CCC-SLP
  - Treated preschool children with a variety of disorders, including Autism, Cerebral Palsy, Down syndrome, and language delays.
- Masores Bais Yaakov September 2004-December 2004

- Oral Interpreter for 7<sup>th</sup> grade student with cochlear implant
- Helped student understand what was being said by the teacher
- Assisted student with note taking, quizzes, and exams

The Auditory Oral School of NY  
2004

September 2003-August

Assistant teacher in a preschool for hearing impaired children emphasizing the oral approach to language.

Masters of Art's in Speech-Language Pathology  
Jamaica, NY

September 2006

Bachelors of Art's with major in Speech-Language Pathology  
2004

January

REFERENCE

Myofunctional Speech and Therapy Inc.

Honey Ziger

203-272-8215

Attachment C

CORPORATE RESOLUTION

I, Patricia Gentil, hereby certify that I am the duly elected and acting Secretary of Access Rehab Centers, LLC, a corporation organized and existing under the laws of the State of CT, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 7<sup>th</sup> day of December, 2012.

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

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Access Rehab Centers corporation this 7<sup>th</sup> day of December, 2012

Patricia Gentil  
Secretary

Attachment D



# Access Rehab Centers

A Waterbury Hospital & Easter Seals Partnership in Physical Rehabilitation

Waterbury Hospital  
65% Ownership

ACCESS REHAB  
CENTERS, LLC

Easter Seals  
35% Ownership

Board of Directors

President

HR Manager

Billing Manager

Administrative Assistant

Marketing Representative

Business Planning Manager

Controller

HR Generalist

HR Support /Assistant

Billing Staff

Assistant Clinical Dir. OP Services - East Main

Contract Coordinator

Scanners

Accounting Clerk

Junior Accountant

Admin-istrator Meriden Contract

Clinical Director OP Services - SD Grandview

Assistant Clinical Dir. OP Services - East Main

SD Southbury / Naugatuck

SD Middlebury / HBO

SD Oxford

SD Lakewood / Wolcott

SD Tompkins

Clinical Lead Waterbury Schools

SD Inpatient & Outpt W/H

Assistant SD

Assistant SD

Assistant SD

Assistant SD

Assistant SD

Assistant SD

Assistant SD

Clinical Lead Pediatrics Birth-3

Clinical Lead OT

Clinical Lead Speech

Clinical Staff

Clinical Staff

Assistant SD

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Attachment E

Client#: 94796

ACCESREH

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/17/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Starkweather & Shepley (Mk) Insurance Brokerage, Inc. PO Box 549 Providence, RI 02901-0549
INSURED: Access Rehab Centers, LLC 22 Tompkins Street Waterbury, CT 06708
CONTACT NAME: Jason D. Kelly
PHONE (A/C, No, Ext): 860 583-0943
FAX (A/C, No): 860-585-0038
E-MAIL ADDRESS: jkelly@starshep.com
INSURER(S) AFFORDING COVERAGE: INSURER A: Selective Insurance NAIC #: 11867
INSURER B: Coverys NAIC #: 10638
INSURER C: Lloyd's of London NAIC #: 15792

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, Professional Liability, and A&M - Abuse Liab.

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

RE: RFP Speech 5722 and RFP PT/OT 5720.

Professional Liability Coverage - THIS IS A CLAIMS MADE POLICY with a retroactive date of: 10/18/1998.

The City of Waterbury and Board of Education are listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear. Coverage afforded under the policies (See Attached Descriptions)

CERTIFICATE HOLDER: City of Waterbury & Board of Education 235 Grand Street Attn: Office of Corporation Counsel Waterbury, CT 06702
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

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DESCRIPTIONS (Continued from Page 1)

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.

A Hachment F

ATTACHMENT C

ROCCO ORSO  
DIRECTOR OF PURCHASING  
236 GRAND STREET  
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

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

1 Addendum 1 - 2/28/17 4 \_\_\_\_\_  
2 \_\_\_\_\_ 5 \_\_\_\_\_  
3 \_\_\_\_\_ 6 \_\_\_\_\_

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

06-1527429  
Social Security Number  
or Federal Identification Number

ACCESS REHAB CENTERS LLC  
Signature of Individual or Corporate Name

[Signature]  
Corporate Officer  
(if applicable)

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

Name BRIAN EMERICK  
By: PRESIDENT  
(Title)  
Business Address: 22 TOMPKINS ST  
(City, State, Zip Code)  
WATERBURY, CT  
06708  
Phone: 203-419-0381 EXT. 222

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

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

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

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

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

**Certification**

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

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

ACCESS REHAB CENTERS  
22 TOMPKINS ST.  
WATERBURY, CT 06708

Print Name and Title of Authorized Representative:

BRIAN EMERICK, PRESIDENT

Signature of Authorized Representative:

Date: 2/27/11

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

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

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of CONNECTICUT

FEIN:  
SS.: 06-1527429

County of NEW HAVEN

BRIAN EMERICK, being first duly sworn, deposes and says that:

1. I am the owner, partner, officer, representative, agent or PRESIDENT of ACCESS REHAB CENTERS (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

Organization Name	Address	Type of Ownership
1 NONE		
2		
3		
4		

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

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

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

Name	Title	DOB	Stock %
1 WATERBURY HOSPITAL			65%
2 EASTERSEALS OF GREATER WATERBURY			35%
3			
4			

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

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1 WATERBURY HOSPITAL				
2 EASTERSEALS OF GREATER WATERBURY				
3				
4				

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

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

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

\_\_\_\_\_  
For Partnership/Sole Proprietor

In presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Partnership/Business

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

By: \_\_\_\_\_  
Name of General Partner/ Sole Proprietor

\_\_\_\_\_  
Address of Business

State of \_\_\_\_\_ )

) SS

County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn,

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

My Commission Expires: \_\_\_\_\_ (Notary Public)

For Corporation

Harvey Hegme  
Witness

BRIAN EMERICK  
Name of Corporate Signatory

22 TOMPKINS ST WATERBURY, CT  
Address of Business 06708

Affix  
Corporate  
Seal

By: [Signature]  
Name of Authorized Corporate Officer

Its: PRESIDENT  
Title



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

State of CT )

) SS

County of New Haven )

Brian Emerick being duly sworn,  
deposes and says that he/she is Brian Emerick of Access Rehab  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 24<sup>th</sup> day of February 2017

My Commission Expires: \_\_\_\_\_

Donna J. Guerrero  
DONNA J GUERRERA  
NOTARY PUBLIC  
CONNECTICUT

(Notary Public)

My Commission Expires March 31, 2017

CITY OF WATERBURY  
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2016)  
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

ACCESS REHAB CENTERS  
22 TOMPKINS STREET  
WATERBURY, CT 06708

No Contracts with the City

SLP/OT/PT Services (Speech Therapy, Occupational Therapy and Physical Therapy - School System)  
(Service or Commodity Covered by Contract)

Contract 7/1/14 - 6/30/17 RFP 4986

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY  
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2010)  
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

ACCESS REHAB CENTERS  
22 TOMPKINS STREET  
WATERBURY, CT 06708

No Purchase Order(s) with the City



---

---

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

---

---

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

---

---

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY  
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2016)  
Persons or Entities Conducting Business with the City

ACCESS REHAB CENTERS  
22 TOMPKINS STREET  
WATERBURY, CT 06708

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

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



[Empty box for Name of Official]

(Name of Official)

[Empty box for Position with City]

(Position with City)

[Empty box for Nature of Business Interest]

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

Interest Held By:

Self  Spouse  Joint  Child

[Empty box for Name of Official]

(Name of Official)

[Empty box for Position with City]

(Position with City)

[Empty box for Nature of Business Interest]

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

Interest Held By:

Self  Spouse  Joint  Child

ACCESS REHAB CENTERS  
22 TOMPKINS STREET  
WATERBURY, CT 06708

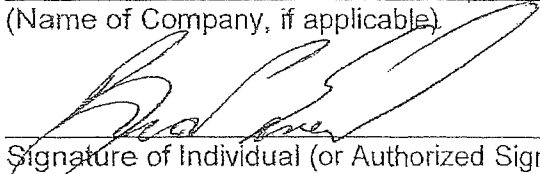
1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

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

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

I have read and agree to the above certification.

Access Rehab Centers, LLC  
(Name of Company, if applicable)

  
Signature of Individual (or Authorized Signatory)

2/27/17  
Date

President  
Print or Type Name and Title (if applicable)

DELIVERED | By Mail  Hand-Delivered

ATTACHMENT A

BID 5722

Access Rehab Centers proposes the following hourly rates for its services:

<u>Service</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Speech & Language Pathology	\$75.70	\$77.33	\$79.30
Hours	10,530	10,530	10,530
<b>TOTAL COST</b>	<b>\$797,121</b>	<b>\$814,285</b>	<b>\$835,029</b>

The salary rate includes:

- A Senior Clinician currently serving as onsite Access lead.
- All payroll taxes and benefits, including health insurance.
- Liability insurance and supplies required by the contract.
- Administrative overhead to cover the cost of managing service provision as well as of maintaining adequate staffing.
- Laptops/ipads/and additional supporting assistive technology used by clinicians.

**Summer Staffing Rates:** The payment rate for summer staffing will be the same as for the year previously completed.

**PROFESSIONAL SERVICES AGREEMENT**  
**RFP No. 5722**  
**for**  
**SPEECH AND LANGUAGE THERAPY SERVICES**  
**between**  
**The City of Waterbury, Connecticut**  
**and**  
**Educational Based Services (EBS)**

**THIS AGREEMENT**, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and EBS – Educational Based Services, located at 200 Skiles Boulevard, West Chester, Pennsylvania 19382, a State of Pennsylvania duly registered foreign corporation, duly registered to do business at Connecticut ("EBS").

**WHEREAS**, EBS submitted a proposal to the City responding to **RFP No. 5722** for Speech and Language Therapy Services; and

**WHEREAS**, the City selected EBS to perform services regarding **RFP No. 5722**; and

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

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

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

**1.1.** The Project consists of, and EBS shall provide, up to 4200 hours of speech and language therapy and related services to Waterbury School District Students age 3-21. Service provided to the Waterbury School District shall be for the number of hours, days, or portions thereof as the District may need during the school year and during the summer as more particularly detailed and described in **Attachment A**, hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by EBS as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- i. City of Waterbury Request for Proposal Number 5722, for Speech and Language Therapy Services, consisting of 10 pages, excluding Contractor Compliance Packet and Sample City contract. (Attached hereto.)
- ii. EBS' Responses to City of Waterbury Request for Proposal Number 5722, for Speech and Language Therapy Services, dated March 2, 2017, and EBS' Compensation and Cost Schedule for Request for Proposal Number 5722, consisting of 70 pages. ( Attached hereto)
- iii. Addendum Number 1 to City of Waterbury Request for Proposal Number 5722, dated February 28, 2017, consisting of 11 pages, (Attached hereto)
- iv. any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference)
- v. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate ( attached as part of EBS's response)
- vi. Certificates of Insurance (Incorporated by reference)
- vii. All applicable Federal, State and local statutes, regulations charter and ordinances (Incorporated by reference)
- viii. 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 EBS. 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:

- i. This Contract
- ii. EBS' Response
- iii. City of Waterbury Request for Proposal Number 5722
- iv. Addendum Number 1

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

**2.1. Representations regarding Personnel.** EBS represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by EBS 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.** EBS hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that EBS and/or its employees be licensed, certified, registered, or otherwise qualified, EBS and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, EBS shall provide to the City a copy of EBS's licenses, certifications, registrations, etc.

**3. Responsibilities of EBS.** All data, information, etc. given by the City to EBS and/or created by EBS shall be treated by EBS as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. EBS agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where an EBS disclosure is required to comply with statute, regulation, or court order, EBS shall provide prior advance written notice to the City of the need for such disclosure. EBS agrees to properly implement the services required in the manner herein provided.

**3.1. Use of City Property.** To the extent EBS is required to be on City property to render its services hereunder, EBS shall have EBS to such areas of City property as the City and EBS agree are necessary for the performance of EBS's services under this Contract (the "Site" or the "Premises") and at such times as the City and EBS may mutually agree. EBS shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. EBS shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of EBS, City may, but shall not be required to, correct same at EBS's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

**3.2. Working Hours.** To the extent EBS is required to be on City property to render its services hereunder, EBS shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to EBS, unless written permission is obtained from the City to work during other times. This condition shall not excuse EBS from timely performance under the Contract. The work schedule must be agreed upon by the City and EBS.

**3.3. Cleaning Up.** To the extent EBS is required to be on City property to render its services hereunder, EBS shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by EBS, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to EBS.

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

**3.5. Standard of Performance.** All services, materials or equipment, provided under this contract, or intended for it, shall conform in all respects with the requirements of this Contract, and in accordance with professional standards of said profession. The standard of care and skill for all services performed by EBS shall be that standard of care and skill ordinarily used by other members of EBS's profession practicing under the same or similar conditions at the same time and in the same locality. EBS's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

**3.6. EBS's Employees.** EBS shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

**3.7. Due Diligence Obligation.** EBS acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. EBS hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

**3.7.1** it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of EBS to complete Due Diligence prior to submission of its proposal shall be borne by EBS. Furthermore EBS had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

**3.7.2** its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

**3.7.3** it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

**3.7.4** it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or

costs are disclosed by EBS, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with EBS.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that EBS has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

**3.8. Reporting Requirement.** EBS pathologists shall deliver periodic, timely, daily if possible, written reports to the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by EBS and/or delivered by EBS during the time period covered by the report, (iv) any and all additional useful and/or relevant information. Each report shall be signed by each speech pathologist. (v) provide progress reports as requires by the City regarding student progress.

NOTE: EBS's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

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

**5. Contract Time.** EBS shall commence all work and services on July 1, 2017 complete all work and services required under this Contract on June 30, 2020. ("Contract Time"):

**5.1.** Time is and shall be of the essence for all Project milestones and dates for providing and completing services for the Project. EBS further agrees that it shall provide services, regularly, diligently and uninterruptedly as requested by the City, within the Contract Time stated above. It is expressly understood and agreed, by and between EBS and City, that the Contract Time and services to be provided is reasonable.

**6. Compensation.** The City shall compensate EBS for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

**6.1. Fee Schedule.** The fee payable to EBS shall not exceed **Nine Hundred Nineteen Thousand Eight Hundred Dollars (\$919,800.00)** and shall be in accordance with EBS's proposal, and as further set forth below:

- i. July1, 2017-June 30,2018  
an amount up to  
Three Hundred Six Thousand Six Hundred  
Dollars.....\$306,600.00
  
- ii. July1, 2018-June 30,2019  
an amount up to  
Three Hundred Six Thousand Six Hundred  
Dollars.....\$306,600.00
  
- iii. July1, 2019-June 30, 2020  
an amount up to  
Three Hundred Six Thousand Six Hundred  
Dollars.....\$306,600.00
  
- iv. Total Compensation  
an amount up to  
Nine hundred Nineteen Thousand Eight  
Hundred Dollars.....\$919,800.00

**6.2. Limitation of Payment.** Compensation payable to EBS is limited to those fees set forth in Section 6.1 above. Such compensation shall be paid by the City upon review and approval of EBS's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. EBS's invoices shall describe the work, services, reports, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

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

**6.3. Review of Work.** EBS shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the services. EBS 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 EBS's demand for payment. The City shall not certify fees for payment to EBS until the City has determined that EBS has completed the work in accordance with the requirements of this Contract.

**6.4. Proposal Costs.** All costs of EBS in preparing its proposal for **RFP No. 5722** shall be solely borne by EBS and are not included in the compensation to be paid by the City to EBS under this Contract or any other Contract.

**6.5. Payment for Services, Materials, Employees.** EBS shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, reports, plans, etc. furnished to the City under this Contract. EBS 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, , 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, EBS shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

**7. Passing of Title.**

**7.1.** Title to each item of, reports, plans, services, etc. prepared by EBS for the City hereunder shall pass to City upon City payment to EBS as provided for under this Contract.

**8. Indemnification.**

**8.1.** EBS shall indemnify, defend, and hold harmless the City and its boards, the City's Board of Education (if applicable), commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. 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 (other than the services itself) including the loss of use resulting there from, and **(ii)** are caused in whole or in part by any willful or negligent act or omission of EBS, 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.

**8.2.** In any and all claims against the City or any of its boards, agents, employees or officers by EBS or any employee of EBS, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for EBS or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

9. **EBS's Insurance.**

9.1. EBS shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by EBS and such insurance has been approved by the City. EBS shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, EBS 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 EBS's obligation under this Contract, whether such obligations are EBS's or subcontractor or person or entity directly or indirectly employed by said EBS or subcontractor, or by any person or entity for whose acts said EBS or subcontractor may be liable.

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

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by EBS:

**9.4.1 General Liability Insurance: \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate and \$2,000,000.00 Products and completed operations aggregate**

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

**9.4.2 Automobile Liability Insurance: \$1,000,000.00 combined single limit (CSL) 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..

**9.4.3 Workers' Compensation:** Statutory Limits within the State of Connecticut: Employers' Liability:  
EL Each Accident **\$500,000.00**  
EL Disease Each Employee **\$500,000.00**  
EL Disease Policy Limit **\$500,000.00**

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

**9.4.4 Excess/Umbrella Liability Insurance:** Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. **\$3,000,000.00** Each Occurrence and **\$3,000,000.00** Aggregate.

**9.4.5 Professional Liability Insurance:** **\$1,000,000.00** each claim. **\$1,000,000.00** Aggregate. Professional liability (also known as, errors and omissions) insurance providing coverage to EBS.

**9.4.6 Abuse/Molestation Liability Insurance** **\$1,000,000.00** each Occurrence. **\$1,000,000.00** Aggregate. Provide coverage for allegations of abuse and/or molestation that are sexual in nature. This coverage may be included in General Liability

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

**9.6. Cancellation:** **The City of Waterbury shall receive written notice of cancellation from EBS at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.**

**9.7. Certificates of Insurance:** EBS's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and its Board of Education are listed as additional insured on a primary and non-contributory basis and provide a waiver of subrogation on all lines of coverage except workers Compensation Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under EBS's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time EBS executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of

Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **“The City of Waterbury and its Board of Education are listed as additional insured on a primary and non-contributory basis on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability”**. The City's request for proposal number must be shown on the certificate of insurance. EBS must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

**10. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Contract, EBS 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 EBS of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

**10.1. Permits, Laws, and Regulations.** Permits and licenses necessary for the delivery and completion of EBS's work and services shall be secured in advance and paid by EBS. EBS 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 EBS for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. EBS remains liable, however, for any applicable tax obligations it incurs. Moreover, EBS represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.



**10.3. Labor and Wages.** EBS 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** EBS is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn .Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

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

**11. Discriminatory Practices.** In performing this Contract, EBS shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

**11.2. Equal Opportunity.** In its execution of the performance of this Contract, EBS 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. EBS 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 Contract for Cause.** If, through any cause, in part or in full, not the fault of EBS, EBS shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if EBS shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to EBS of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

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

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

**12.2. 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 EBS. If this Contract is terminated by the City as provided herein, EBS 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 EBS covered by this Contract, less payments of compensation previously made.

**12.3. Termination for Non-Appropriation or Lack of Funding.** EBS acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. EBS therefore agrees that the City shall have

the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

**12.3.1 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 EBS.

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

**123.3.3 No Payment for Lost Profits.** In no event shall the City be obligated to pay or otherwise compensate EBS 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 Contract for cause, EBS 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, EBS shall transfer all licenses to the City which EBS is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate EBS for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. EBS 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 of this Contract by the City for lack of funding or convenience, the City shall pay EBS for all documents, data, studies, reports, specifications,

deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and EBS 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). EBS 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 EBS may negotiate a mutually acceptable payment to EBS for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

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

**12.4.4 Assumption of Subcontracts.** In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

**12.4.5 Delivery of Documents.** In the event of termination of this Contract, **(i)** EBS shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City shall pay EBS for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

**13. Ownership of Instruments of Professional Services.** The City acknowledges EBS's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

**14. Force Majeure.** EBS shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

**14.1.** Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

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

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

**15. Subcontracting.** EBS shall not, without the prior written approval of the City, subcontract, in whole or in part, any of EBS's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of EBS 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 EBS from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

**15.1.** EBS shall be as fully responsible to the City for the acts and omissions of EBS'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 EBS.

**16. Assignability.** EBS 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 EBS 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.

**17. Audit.** The City reserves the right to audit EBS'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, EBS 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.

**18. This section left intentionally blank.**

**19. Interest of EBS.** EBS covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any other interest which would conflict in any manner or degree with the performance of its services hereunder. EBS further covenants that in the performance of this Contract no person having any such interest shall be employed.

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

**21. Independent Contractor Relationship.** The relationship between the City and EBS is that of client and independent contractor. No agent, employee, or servant of EBS shall be deemed to be an employee, agent or servant of the City. EBS shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and EBS hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by EBS 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 EBS or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, EBS 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 EBS shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

**22. 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.

**23. 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.

**24. This Section Left Intentionally Blank.**

**25. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and EBS and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve

such conflicts or disputes, the historical documents are (i) the City's aforementioned RFP No. 5722 and (ii) EBS's proposal responding to the aforementioned RFP No. 5722.

**25.1. 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.

**25.2. 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.

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

**27. Binding Agreement.** The City and EBS 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.

**28. 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.

**29. Governing Laws.** This Contract, its terms and conditions and any claims arising therefrom shall be governed by the laws of the State of Connecticut.

**30. Notice.** Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or EBS, 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:

EBS: EBS Rehab Centers, LLC  
200 Skiles Boulevard  
West Chester, Pennsylvania 19382

City: City of Waterbury  
c/o Director of Special Education and Pupil Services  
236 Grand Street  
Waterbury, CT 06702

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

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

**31.1.** 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.

**31.2.** 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.

**31.3.** 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, EBS or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

**31.4.** 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.

**31.5.** Upon a showing that a subcontractor made a kickback to the City, EBS 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.



**31.6.** 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 31.6, 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 31.6 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.

**31.7.** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 31.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

**31.8.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 31.1-31.7.

**31.9.** EBS 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.

**31.10.** EBS hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburyct.org/content/9569/9605/9613/default.aspx> [click link titled "The City of Waterbury Code of Ordinances Current to 12/31/2015". 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"]].

**31.11.** EBS 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.

**31.12.** 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.

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

**31.14. Prohibition Against Contingency Fees.** EBS 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.

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

[Signature page follows.]

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

**WITNESSES:**

**CITY OF WATERBURY**

\_\_\_\_\_

By: \_\_\_\_\_  
Neil M. O'Leary, Mayor

\_\_\_\_\_

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

**WITNESSES:**

**EDUCATIONAL BASED SERVICES  
(EBS)**

\_\_\_\_\_

By: \_\_\_\_\_  
John Gumpert, President

\_\_\_\_\_

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

## ATTACHMENT A

1. City of Waterbury Request for Proposal Number 5722, for Speech and Language Therapy Services, consisting of 10 pages, excluding Contractor Compliance Packet and Sample City contract. (Attached hereto.)
2. EBS' Responses to City of Waterbury Request for Proposal Number 5722, for Speech and Language Therapy Services, dated March 2, 2017, consisting of 70 pages, (Attached hereto)
3. Addendum Number 1 to City of Waterbury Request for Proposal Number 5722, dated February 28, 2017, consisting of 11 pages, (Attached hereto)

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**REQUEST FOR PROPOSAL**  
**BY**  
**THE CITY OF WATERBURY**  
**DEPARTMENT OF EDUCATION**  
Speech and Language Therapy Services  
BID 5722

The City of Waterbury, Department of Education (hereinafter "City"), is seeking a vendor, proposer, or contractor to provide:

Up to 10,530 hours of speech and language therapy each year to the Waterbury School District to students ages 3-21 with speech and language therapy needs and other related work under the direction of District personnel for a three year period commencing on or about July 1, 2017 through June 30, 2020.

**A. Background and Intent**

The purpose of this request for proposal is to obtain hourly cost proposals for the next three years from reliable, licensed, professional proposers to provide speech and language therapy and related services as needed by the Waterbury School District for students with disabilities at a competitive hourly rate.

**B. Qualifications**

Eligible proposers will be those consultants, businesses, and institutions that have the following qualifications:

1. Experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services in this RFP to students ages 3-21.
2. A proven track record in providing these types of or similar services for similar school districts upon request and in a timely fashion within budget to the school district's satisfaction. Please provide the names, addresses, contact person and phone number for all of the school contracts the proposer has had over the last five (5) years. The City reserves the right to contact any of these school districts for a reference.
3. Staff knowledge of federal and state laws and regulations governing the services outlined in the scope of services and expertise in all related aspects of the provision of speech and language therapy including but not limited to early interventions, therapy, evaluations, assessments, staff training and collaboration, development, revision and implementation of all relevant aspects of students' individual education plans, reports, electronic IEP and data collection systems.
4. Ability to provide experienced, Connecticut certified, licensed and qualified speech and language pathologists to the District upon request without delay to



fill immediate and changing needs of the District in both in school and in-home settings.

5. Ability to provide speech and language pathologists who have masters degrees or doctorates in speech and language pathology from an accredited post-secondary institution, CT Health department licensure and CT State Department of Education certification as required by law.
6. The speech and language pathologists provided have experience working with children ages 3-21 in the fields of speech and language therapy.
7. The proposer must provide evidence of sufficient staff to meet the District's needs. The proposer must submit a list of the proposed staff's level of training in the school setting and individual experience in the provision of speech and language therapy services to students with disabilities. The Proposer will provide retention/turnover rates of staff. The Proposer must agree to allow the District to conduct personal interviews of all proposed staff and final staff selection for the proposal is subject to the District's approval.
8. Each speech and language pathologist provided must have expertise in the principles, methods and procedures used to determine the need for student services, design and implement individualized goals and objectives, conduct evaluations and screenings, assess and report on progress, observe, design and implement treatment plans, identify appropriate accommodations, assistive and communication devices, design and implement research based early intervention and treatment plans, identify teaching strategies for students with related academic and educational needs, train and instruct staff and provide any other related service as required by the District.
9. Each speech and language pathologist must follow City and District procedures, guidelines and other requirements as set forth by Waterbury District representatives, including qualification and exit procedures and obtain satisfactory criminal background checks, Department of Children and Families Registry checks, fingerprinting and drug screening.
10. Each speech and language pathologist shall provide timely and complete reports as requested by Waterbury staff and provide to the District Medicaid documentation in a form and manner acceptable to the District and which is in compliance with the State of Connecticut Department of Social Services regulations and other relevant law.

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

1. The proposer agrees to provide up to 10,530 total hours of speech and language therapy and related services to students, ages 3-21, and to the Waterbury School District for the number of hours, days or portions thereof as the District may need during the school year and during the summer. All hours billed must be for work performed during school hours on days the school is in session with the exception of homebound services.
2. Therapy and related services must be provided by CT licensed, certified and qualified speech and language pathologists without delay to fill the immediate

and changing needs of the District both in school and in home settings. The District has the right to interview each pathologist proposed and to determine if the person is appropriate to work with District students. The proposer will insure that all pathologists working in the District have had satisfactory criminal background checks, drugs tests and dcf registry checks as required under law and will provide the District proof upon request.

3. The speech and language pathologists will work under the guidance or direction of District personnel and will comply with all District requests. They will be assigned student case loads and other related responsibilities. They shall participate in planning and placement team meetings for individual students and provide other services at the District's request.
4. The speech and language pathologists provided by the Proposer will collaborate, train, assist, co-teach, obtain professional development and consult with Waterbury staff when requested by the District.
5. The proposer will provide highly qualified pathologists who utilize best practices and research-based interventions within the standards of the profession or as set forth by the District.
6. The proposer will supervise its pathologists and monitor services provided and time billed by each and insure adherence to the terms of the contract. The proposer's pathologists will provide services and maintain specific records as required by the District and in compliance with all relevant federal, state, local and district laws, policies, procedures, regulations and ethical standards. The proposer shall provide reports to District administrative staff prior to public review.
7. Each speech and language pathologist shall provide timely and complete reports as requested by Waterbury staff and provide to the District Medicaid documentation in a form and manner acceptable to the District and which is in compliance with the State of Connecticut Department of Social Services regulations and other relevant law.
8. The proposer will submit prompt bills for services rendered no later than 30 days after the services were provided with supporting documentation as requested by the District. The proposer will monitor the hours of service to insure compliance with the terms and amount of the contract and will note the hours used and remaining under the contract on each bill submitted to the District.
9. The proposer will immediately provide substitutes for staff who are absent and provide in-service professional development and relevant speech and language therapy materials to Waterbury staff and parents when requested by the District.

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

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be July 1, 2017 – June 30, 2020

#### **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 Attachment A. (Contract Compliance Packet)
3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury eProcurement website and must be received **by 2:00 PM on February 24, 2017**. Prospective proposers must limit their contact regarding this RFP to Mr. Orso or such other person otherwise designated by Mr. Orso. 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 eProcurement website **by February 28, 2017 by 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call Mr. Orso at (203) 574-6748.

#### **F. Management**

Any contract or purchase order resulting from this RFP will be managed by Waterbury Department of Education, Department of Special Education.

#### **G. Conditions**

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

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of 120 days after the closing date for the submission and may be extended beyond that time by mutual agreement.

5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent,

representative or employee of the City participated directly in the proposer's proposal preparation.

13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
14. The proposer must accept the City's standard agreement language. See Attachment B.
15. The proposer agrees to meet all of the insurance requirements set forth in the standard agreement (see Attachment B) under Section 9, Consultant's insurance on pages 8 through 10.
16. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

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

One original (clearly identified as such) and four (4) paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:00 AM on March 7, 2017.**

Mr. Rocco Orso  
Director of Purchasing  
City of Waterbury  
235 Grand Street  
Waterbury, CT 06702

**Proposals** submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Mr. Orso, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other

information required in Attachment C, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. Proposer Information: Please provide the following information:
  - a. Firm Name
  - b. Permanent main office address
  - c. Date firm organized.
  - d. Legal Form of ownership. If a corporation, indicate where incorporated.
  - e. How many years have you been engaged in services you provide under your present name?
  - f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.
  
2. Experience, Expertise and Capabilities
  - a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
  - b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:
    - Organization name and the name, title, address and telephone number of a responsible contact person.
    - Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
    - For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.
  - c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
  - d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

- a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
- b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.
- c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

4. Cost Schedule. Proposals shall include a single **hourly rate, for each year for three years** for services performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section H.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

Since the City may desire to consider the proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal shall be sealed in a separate envelope marked "Confidential: Cost Proposal".

*Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.*

5. Information Regarding: Failure to Complete Work, Default and Litigation.

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
- b. Have you ever defaulted on a contract? If so, where and why?
- c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
- d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
- f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
- g. Have you ever exceeded the amount of the contract you were awarded? If so, provide the details of what happened.

- h. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?
- 6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.
- 7. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

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

### **1. Evaluation Criteria**

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

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.
- b. Proposed cost schedule.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section H.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

### **2. Selection Process**

The City of Waterbury may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the



selection process, which invitations for interviews may involve a short-listing of the proposals received.

#### **J. Rights Reserved To The City**

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

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

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

#### **L. State Set-Aside Requirements**

NOT APPLICABLE

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

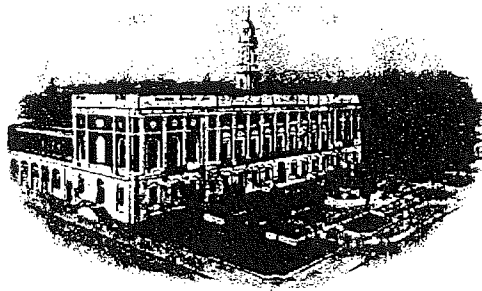
State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the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

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities.

Forms can be found at

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

**ROCCO ORSO**  
PURCHASING DIRECTOR



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT  
**ADDENDUM #1**

**February 28, 2017**

**Bid: 5722**

**Project: RFP Speech and Language Therapy Services**

**Please see attached addendum regarding this project.**

**Thanks**  
**Kevin McCaffery**  
**Buyer – City of Waterbury**

## Subject: 5722 RFP Speech and Language Therapy Services

### Questions and Responses

Question: What is the total annual expenditure of the current contract for the 15/16 SY and 16/17 YTD?

Response: Access Rehab Centers LLC, 22 Tompkins St., Waterbury, CT 06708: for 15/16, \$556,320; for 16/17, anticipated \$575,320.  
EBS Healthcare Services, Inc. dba Educational Based Services, Inc. (EBS), 200 Skiles Blvd, West Chester, PA 19182: for 15/16: \$295,218; for 16/17: anticipated \$295,218.

Question: What is the anticipated/projected contract budget for the 17/18 SY?

Response: Similar to this year's budget

Question: Is the district interested in bilingual SLPs? If yes, may we submit bilingual pricing?

Response: Yes and yes.

Question: How many hours are in the standard work week for full-time positions?

Response: The hours are the school hours, average approximately up to 35 hours a week.

Question: Are you looking to contract with one or multiple vendors?

Response: It depends on the proposals received.

Question: Who are the incumbent vendors providing services?

Response: See above answer

Question: What are the incumbent vendors rates?

Response: Access Rehab: current rate per hour is \$75.70  
EBS: current rate per hour \$71.00

Question: Are you using an agency now or more than one? and are they able to meet your needs?

Response: More than one vendor and they are able to meet our needs.

Question: Do you require one (1) original sealed, "Confidential: Cost Proposal, or five (5) total sealed "Confidential: Cost Proposal"?

**Response:** 1 original sealed cost proposal

**Question:** We do not have a local office in CT, but work in many districts in the area. Do you give preference for local vendors?

**Response:** No

**Question:** What method is preferred for binding the bids? (binder, stapled, etc).

**Response:** No preference

**Question:** How many positions are you looking to fill per year? Are they assigned stable positions or are they assigned on an "as needed basis"? When will we be assigned positions for the upcoming school year?

**Response:** We are looking for the hours of services, not necessarily FTE positions. We try to keep positions stable but assignments are as needed. We will be assigning positions for the summer of 2017 for the summer program prior to the start of the school year.

**Question:** Are resumes and certifications of potential therapists required in our bid submission?

**Response:** See RFP requirements.

**Question:** We participated in this bid in 2014 and did not win. Could please provide any feedback as to why we did not win?

**Response:** The people reviewing the proposals determine who is the vendor(s) best suited to the District's needs. This question does not relate to the current RFP.

**Question:** Hello, Has your district been introduced to online therapy and the opportunity to offer an alternative to providing effective, efficient and dependable service? Will your district consider online therapy as a delivery method to support your Speech, OT and PT needs?

**Response:** No

**Question:** Can you please provide the current incumbent Vendor along with their hourly rates for SLP services?

**Response:** See above answers

**Question:** What was the expenditure for the 2015-2016 and YTD 2016-2017 School years?

**Response:** See above answers

**Question:** Who are the current vendors and what are their rates?

Response: See above answer

Question: Do you allow the use of Clinical Fellows?

Response: If they meet the licensing and certification requirements required by the State of CT for work in schools.

Question: Historically, how much of the services were school based vs. home-bound?

Response: Mostly school based

Question: Historically, how much of the services were group vs. individual?

Response: Group is more common than individual.

Question: Will the schools provide evaluation & assessment tools and therapy equipment?

Response: Yes

Question: Will the therapists be assigned to multiple schools or assigned to a specific location?

Response: It depends on the needs of the District

Question: Hello, I posted a question earlier this week to learn if you will consider online delivery for Speech, OT or PT services. Will I receive an email response or will the answers be posted somewhere that I will need to reference? When do you respond to questions?

Response: We are not interested in online delivery for speech.

Question: 1) How many positions or therapy hours do you anticipate will need to be filled under this contract, for SLP services for the 'up to 10,530 hours each year'?

Response: We will probably use all of the hours set forth in the RFP. Probably about 10 FTE positions but can use part time SLPs for some hours depending on the needs of the District.

Question: 2) What was the typical duration of contracted services in the last school year?

Response: The duration of an assignment was at least a few months with most lasting a good portion of the school year.

Question: 3) What are the total weekly work hours for therapists in the district?

**Response:** The hours school is in session, approximately up to 35 hours per week but hours depend on the needs of the district.

**Question:** 4) What are the contracted bill rates for these services under the current contract?

**Response:** See above answers

**Question:** 5) Has the district considered teletherapy as an option under this contract? Has the district used teletherapy in the past?

**Response:** No

**Question:** 6) Will the district accept Clinical Fellows under this contract?

**Response:** See answer above

**Question:** 7) Does the district provide computers/computer access to contract therapists?

**Response:** Computer access but District does not provide computers.

**Question:** 8) Does the district provide protocols and assessments for speech and language therapy?

**Response:** yes

**Question:** 9) In section 2 part C, you request a complete listing of the staff identified in the work plan by classification, along with resumes. Are you looking for prospective SLP resumes or the Key Personnel (i.e. CEO, CFO, School Recruiters, and School Account Managers)?

**Response:** Please follow directions of the RFP.

**Question:** 10) In section B Part 2, 5 years of similar school districts names, addresses, contract person, district satisfaction and budget is requested. In section 2 part B, the last 3 years are requested. May you clarify which is required for this RFP?

**Response:** Both are required. The questions seek different information.

**Question:** 1. In Section L, "State Set-Aside Requirements," it states Not Applicable. However, the two paragraphs below describe the details the contractor must demonstrate good faith efforts to meet the 25% set-aside goals. Please clarify if vendors are required to set-aside 25% for Minority-, Women- and/or Disabled-owned businesses.

**Response:** No

**Question:** 2. Who is the current vendor providing this service?

**Response:** See above answer

Question: 3. How many positions are needed for the SLP services (10,530 hours per year)?

Response: It depends on the needs of the District.

Question: 4. How much did they spend last year for each service?

Response: See above answers

Question: 5. How many days are in your school year?

Response: 183 days, up to 20 days for the summer program

Question: 6. How many professional development days?

Response: Approximately 4 per year.

Question: 7. How many hours in a work day?

Response: The hours the particular school is open or approximately up to 7 hours.

Question: 8. Is travel required between schools? If so, how many schools and estimated mileage between schools?

Response: Travel could be required. We have 30 schools in the District within the City of Waterbury.

Question: Would it be acceptable to submit resumes of those potential candidates who are not currently CT licensed/certified with the understanding that they would become CT licensed/certified prior to the start of the school year?

Response: It is up to the proposer to determine what it should submit in its proposal to the RFP to meet all of its requirements.

Question: 1) I am aware that the total hours for the SLP are 10,530 for the year, but what are the weekly hours for the SLP?

Response: The hours depend on the nature of the assignment needed filled by the District.

Question: 2) When is the anticipated award date?

Response: Award will be made after review of the proposals once the RFP closes.

Question: 3) How many SLPs do you foresee needing for this assignment?

Response: It depends on the proposals received.

Question: 4) Would you consider certified therapy assistants such as SLPA and CFY?

Response: No

Question: 5) Are resumes required when we submit the proposal?

Response: Please submit information to meet RFP requirements.

Question: 6) Are Testing Materials/Equipment or Evaluation Materials/Equipment to complete the provision of services for the Speech Services provided by the school or the vendor?

Response: See above answer

Question: 7) Will your school provide laptops or computers to the therapists?

Response: No but we provide access to them.

Question:

8) Who will be the representative from the school to determine which materials/equipment are required for the Speech Therapy Services?

Response: Director of Special Education and Supervisor of Speech Pathologists or their designees.

Question: 9) Will therapists have access to internet capabilities, computers/laptops/iPads, office supplies, fax/copy machine at your school?

Response: We provided access to these items.

Question: 10) Would the district pay for mileage travelling between school campuses on the same day? If so, what will be the district IRS Standard Rate?

Response: This will have to be negotiated with the proposer.

Question: 11) What will be the student caseload for the SLP?

Response: It depends on the needs of the district.

Question: 12) Can you provide the current incumbent vendor(s) providing services? What is the incumbent vendor(s) current fee rate(s)?

Response: See above answers



Question: 13) I am aware that we have to agree to allow the District to conduct personal interviews of all proposed staff. Are phone interviews sufficient?

Response: Yes if candidate cannot travel.

Question: 1. What agencies do you currently use?

Response: See above answers

Question: What rates do those agencies charge for Speech Therapy Services?

Response: See above answers

Question: Will this be a single or multi-award?

Response: Depends on the proposals and the needs of the District.

Question: How much money in 2015 and 2016 was spent on Speech Therapy Services services?

Response: See answer above

Question: What is the current number of FTEs for OTs and PTs being utilized presently to service this contract?

Response: Not applicable to this RFP.

Question: What is the annual spend that is projected for the contract? How will it be divided per year?

Response: See above answers

Question: 1. What is the anticipated caseload per therapist per discipline?

Response: It depends on the needs of the District

Question: 2. How many providers does the district currently anticipate needing?

Response: It depends on the proposals we receive.

Question: 3. What was the annual expenditure from this contract for the last school year?

Response: See answer above.

Question: 4. How many students will be receiving services, by discipline, under this RFP?

Response: It depends on the needs of the District

Question: 5. Does the district intend to award multiple vendors?

Response: It depends on the proposals we receive.

Question: 6. What would be the payment terms of the district for this RFP?

Response: This is covered by the contract between the parties. See Attachment B.

Question: 7. What are the required documents for the providers to start working at the district? For Example: Fingerprint, State License, Criminal Background Check, TB Test, any other specific Certifications.

Response: See requirements set forth in the RFP.

Question: 8. In the event that the district will find a permanent employee of the district and our services will no longer be needed, will the district provide the awarded vendor with a 30 day termination written notice?

Response: This is covered by the contract between the parties.

Question: 9. How will awardees be notified?

Response: The purchasing department will send an award letter.

Question: 10. When is the award date?

Response: As soon as possible after the RFP closes and the proposals are reviewed.

Question: 11. How will proposals be evaluated and weighted?

Response: The people reviewing the proposals will determine how to evaluate them.

Question: 12. Have your current providers been able to meet all of your needs?

Response: Yes

Question: 13. How many contracted hours of services were utilized last year?

Response: Approximately 10,530 hours

Question: 14. Does the district provide the equipment/materials to be used for services?

Response: Yes

Question: 15. Is mileage and drive time between work sites or schools billable?

**Response:** This needs to be negotiated between the parties.

**Question:** 16. How much lead-time will selected agencies have to prepare for interviews?

**Response:** As much as possible.

**Question:** 17. Please provide a list of current vendors, respective rates, and how many providers were provided by your current vendors.

**Response:** See answers above

**Question:** 18. Are therapists required to utilize a service log to notate direct and indirect services hours?

**Response:** Yes

**Question:** 19. Is the district open to new graduates?

**Response:** Yes, if they are certified and licensed as required by the State of CT to work in our schools.

**Question:** 20. Will the district provide supervision for new graduates?

**Response:** No

**Question:** What is the current number of Full Time Equivalent's for Speech Therapists being utilized presently to service this contract?

**Response:** Approximately 10

**Question:** Please find the questions for our firm in regards to The City of Waterbury RFP: 1) How many vendors received this request for RFP?

**Response:** unknown

**Question:** 2) Would you award a MSP agreement for a firm to manage all temporary staffing if they propose a competitive pricing plan, and if that firm is capable of staffing all positions?

**Response:** It depends on the proposals received.

**Question:** 3) How many temporary staffing vendors do you currently have?

**Response:** see answers above

Question: 4) How many Speech and Language Therapists are you seeking in total?

Response: It depends on the needs of the District and the proposals

Question: 5) What is the current salary range for Speech and Language Therapists? How many days of vacation and sick time do they receive?

Response: Not applicable. We are looking for an hourly rate billed for work performed.

Question: 6) Have you contracted for speech and language therapy services in the past?

Response: Yes

Question: What was the rate per hour you were billed?

Response: See answers above

Question: 7) How many Full-Time Equivalent (FTE) Speech and Language Therapists were utilized in 2015 to 2016 school year?

Response: Approximately 10.

Question 8) In regards to supervision, what type of oversight is provided by the school system?

Response: We have a special education supervisor overseeing each school and a supervisor of the speech pathologists for the District.

Question: 9) How are awarded firms notified of individual needs for providers?

Response: The Supervisor of Speech Pathologists will contact the vendor with the District's needs.

Question: 10) Regarding Qualifications #7, how many providers are you looking to see for evidence of sufficient staff?

Response: We do not know how many proposers we will have to the RFP but we will look to all of them for evidence of sufficient staff.



**2017**  
**PROPOSAL**

**The City of Waterbury  
Department of Education**

Bid #5722  
Speech and Language Therapy Services

Local Address  
1266 East Main Street, Suite 700R  
Stamford, CT 06902



## THE GLOBAL LEADER IN SCHOOL-BASED SERVICES

CONSULTING • PROGRAM MANAGEMENT • CUSTOMIZED TRAININGS & CEU EVENTS • DIRECT SERVICE

**Mr. Rocco Orso**  
**Director of Purchasing**  
**City of Waterbury**  
**235 Grand Street**  
**Waterbury, CT 06702**

Thank you for considering our proposal for services. **EBS (Educational Based Services)** is the nation's largest school-based management, training and consulting company specializing in the 3- to 21-year-old populations. We look forward to growing our partnership with the City of Waterbury and Waterbury Public Schools to work toward your special education initiatives. We are confident that you will be pleased with the caliber of our professionals, the quality of services they provide, and the extensive resources and support EBS can offer Waterbury Public Schools.

### **EBS Assurances:**

- EBS will provide the most highly trained and best supported speech language pathologists.
- EBS will provide consultation, quality assurance and program analysis **at no cost to the district.**
- EBS will provide in-services and continuing education for therapists and school personnel that are relevant to and in alignment with Waterbury's special education initiatives **at no cost to the district.**
- EBS will have regional managers available 24 hours per day for assistance and support **at no cost to the district.**
- EBS has an exclusive partnership with Caselite Management System, and will provide an orientation program before the school year begins to ensure all therapists are properly trained.
- As an exclusive partner with Caselite, EBS can individualize the software at the request of Waterbury. EBS will also provide additional evidence based software and tools that can be accessed by Waterbury.

Standing behind EBS is a proven record with three decades of success in delivering direct services and assisting schools with program implementation and improvement. Today, EBS professionals work with over 2.1 million children per year in school-based settings. Our educational management capability is unsurpassed in the field and proven to save districts both time and money.



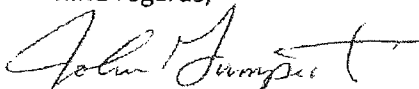
## THE GLOBAL LEADER IN SCHOOL-BASED SERVICES

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Although EBS is a national company, we have a local presence in New Haven and Fairfield County. EBS is dedicated to the local educational community, and has an expansive nationwide network of top experts and resources. Our mission is to give back to our partnering districts in the form of management, mentoring, consulting, training and support. We are committed to providing the best services and support in the most cost effective way. We aim to become an extension of your department and help you reach your district's initiatives.

We look forward to the continuation of a mutually rewarding and long term relationship with Waterbury.

Kind regards,



John Gumpert



## THE GLOBAL LEADER IN SCHOOL-BASED SERVICES

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## Proposer Information

- a. Firm Name: EBS (Educational Based Services)
- b. Permanent main office address: 200 Skiles Blvd, West Chester, PA. 19382. EBS has several regional offices along with our national headquarters.
- c. Date firm organized: Firm organized in 1982, Incorporated in 1993.
- d. Legal form of ownership: Corporation – Incorporated in Pennsylvania in 1993.
- e. EBS (Educational Based Services) has been providing, therapy, consulting and management services for over 32 years.
- f. **Rob Doerr, Program Director** - Rob has worked with EBS for 20 years and has been in the field of special education for over 22 years. Rob is the Director and Supervisor of all operations of EBS at our National Headquarters.

**Melanie Hudson, National SLP Director** - Melanie Hudson will oversee EBS regional managers and lead therapists working with Waterbury Public Schools. She has a Master's Degree from George Washington University and has worked in the school based setting as a speech-language pathologist and an administrator for her entire career. Melanie has over 30 years of experience working in the field of Special Education and she currently sits on Division 11 of the American Speech-Language- Hearing Association (ASHA) working with the governing body that sets the standards and requirements for Clinical Fellowship Supervision. Melanie received ASHA Honors and became an ASHA Fellow for her contribution in the area of Supervision and Mentorship. Melanie will be available to Waterbury as needed, and will provide mentorship, support and training to all EBS therapists in the district.

**Meredith Finnie, Local SLP Supervisor** – Since 2004, Meredith has been a member ASHA and the Connecticut & Massachusetts Speech-Language Hearing Associations. Her involvement with ASHA consists of being an active member with Division 1, 11, and 16. Her involvement with MSHA includes volunteering with the state conventions (introducing presenters), serving on the Executive Council as the Chair of School Affairs, VP of Education and Planning, Secretary/Treasurer and currently President. She has been a co-presenter for MSHA's annual Student event for the past 5 years and this year we completed it for ASHA CEUs. Meredith is in Waterbury Public Schools on a regular basis providing training and mentorship to our therapists.

## **Philosophy Statement and Business Focus**

EBS (Educational Based Services) is the nation's largest school-based consulting, management, and training practice specializing in services for the 3- to 21-year-old population. Our organization was established and continues to be managed by special education professionals. Over the past 30 years, EBS has become the national leader in therapy and educational services for school-age students. EBS has a proven record of success providing high-quality therapists, educators and other professionals in the school-based setting. With abundant support and resources, we are able to align our efforts with our partnering districts' initiatives.

EBS is the nation's leader in school-based services which provides a strong foundation for our unparalleled regional and local support team. We are deeply connected to the special education community. Our commitment to special education continuously brings professionals in the field to our door, wanting to be part of this team. EBS has the resources to provide high quality school based speech language pathologists for all of the vacant positions in Waterbury. We are familiar with many of the local initiatives and challenges and can guarantee a smooth transition and full coverage at all times. Continuity of staff is exceedingly important and this is an area EBS excels in.

Over the years EBS has built a world class team of top professionals representing every member of the student services team. EBS professionals are nationally recognized and have served as special education directors, coordinators, school administrators, team leads, and direct service providers. These individuals work with school systems across the country and have the advantage of working in a variety of programs. This collective knowledge is shared amongst our professionals and empowers our team to implement and refine best practices.

We will take the time to understand the initiatives and objectives of Waterbury and will align our resources to match your specific needs. In addition to providing highly-qualified professionals, we have a team of top experts that can provide training and support across all aspects of school-based services. Some of the other common issues that EBS is helping schools with include but are not limited to: Working with Augmentative Communication Devices (AAC), Providing therapy using the Inclusion model, Response to Intervention (RTI), Data-based decision making, self-regulation, environmental accessibility, caseload vs. workload, Autism Spectrum Disorder, and service delivery in the least restrictive environment (LRE).

EBS recognizes that each school system is unique and that a "cookie cutter" approach to service delivery is not practical. We always work to understand the challenges our partner schools are faced with, initiatives they are driving toward, and any constraints they may be operating within. We work with schools on the full range of challenges, from complete program implementation and systemic issues to minor adjustments that improve services in a specific program area. Effecting change is challenging even amidst

an abundance of ideas for improvement. EBS can utilize our national reach to identify what programs and solutions are working in hundreds of districts nationwide, and build off of these successes to meet Waterbury initiatives.

EBS has access to knowledge and research in every area of the field, giving us the ability to bring theory and research into everyday evidence-based best practices in the classroom. EBS professionals are trained and qualified to provide specially designed therapy methods and instruction to meet the unique needs of students with disabilities. They are knowledgeable about the general education curriculum, providing services in the least restrictive environment (LRE), promoting carryover and success in the classroom, and working with the mindset of graduating students from caseload as efficiently as possible.

In addition to our vast national infrastructure of support, EBS has several divisions that are drawn from to support your district: **EBS United**- Global leader in supporting and servicing multicultural and bilingual programs, **EBS Schools**- Providing the highest quality services and training to school districts for 30 years, **EBS University**- Continuing Education Programs – works directly with schools to provide training programs and CEU events tailored to the their specific needs, **EBS Learning**- Program and Product Development- New, innovative and practical applications/techniques to improve and simplify service delivery. Our management team is fully committed to the success of your program and there is no better partner to help meet the special education needs of Waterbury. EBS will become an extension of your special education department in alignment with your goals and initiatives at all times.

As the largest provider of school-age services in the country, we are able to match each professional with an appropriate position to which they are committed. Every position filled by an EBS employee matches the skill-sets of the individual, thus providing the maximum chance for success. Additionally, the management support team will help any employee work through difficult transitions, caseloads, or other challenges that may arise. For these reasons we can ensure that your pupil services needs are met for the duration of the contract.

EBS will stay in contact with Waterbury on a regular basis, and can be available to the district at any time. EBS has school based consultants and special education coordinators available 24 hours per day, seven days per week for reliable communication. Our consultants, regional directors and coordinators are available to meet with Waterbury at the convenience of the district.

**EBS can offer more while working within a lower budget.** We can provide a full assessment of services in your district to help your district manage the budget and reach initiatives. This assessment is at **NO COST** to your district. We also have a vast repertoire of resources available at **NO COST** to Waterbury:

- Program evaluation and implementation, including comprehensive caseload analysis to ensure appropriate service delivery, efficient graduation from services and workload vs. caseload evaluation
- District initiative-specific trainings (for therapy staff as well as teaching and administrative staff)
- CEUs (ASHA Approved)
- Quality assurance reviews of all staff by experienced Quality Assurance Team
- Mobile and web-based applications to improve decision-making, therapy delivery, RTI and collaboration of special education staff, regular education staff, and parents

Our partner schools quickly learn that EBS operates differently than other companies. All schools are struggling to do more with less. EBS partner schools experience first-hand the EBS desire to do much more than just provide highly qualified therapy professionals. They see the willingness of the EBS team to help them with their programs and provide not only training, but follow through with that training to ensure district initiatives are being met. They witness the quality of our professionals, the extremely high caliber of our leadership and the multiple layers of support.

## References/Relevant Experience

EBS has been providing school based special education services for over 30 years to school districts nationwide. In that time we have developed extremely strong partnerships with hundreds of school districts by aligning our services with the goals of the district with which we are working. In many of these relationships, EBS has become the sole provider of special education services to the respective district with extremely successful results. We encourage Waterbury Public Schools to call the references listed below to better understand the benefits of working with a primary provider vs. multiple companies. The more EBS is engaged with Waterbury, the more we will be able to put back into the district in the form of management, value added services, professional development, support and training.

EBS works with school districts of every size and scope across the country. Our total solutions approach to implementation and management provides a unique and tailored program for every school district we partner with. EBS works with hundreds of school districts both large and small and listing the details of each would become quite lengthy. The following is information on a few of the school districts in urban areas that EBS partners with and provides similar services to. For additional information please do not hesitate to contact our National Office.

### **Waterbury Public Schools**

Ms. Roberta Abell, Speech Language Supervisor  
37 Leavenworth Street  
Waterbury, CT 06702  
(203) 574-8091  
[rabell@waterbury.k12.ct.us](mailto:rabell@waterbury.k12.ct.us)

EBS has been partnered with Waterbury Public Schools for almost two years. In that time we have provided Speech Language Pathology services to the district for both school based and homebound children.

Dates of Service: 2013-Present  
Services Completed on Time  
Amount of Current Contract: \$295,218 (Through June 2017)

### **Bridgeport Public Schools**

Ms. Teresa Cruz, Director of Speech Language Services  
948 Main Street  
Bridgeport, CT. 06604  
(203) 400-1184  
[tcruz@bridgeportedu.net](mailto:tcruz@bridgeportedu.net)

EBS has been partnered with Bridgeport Public Schools for over ten years in various capacities. EBS has provided the district with SLPs and OTs over the time we have been working together. EBS also provides ASHA approved CEU event to the district.

Dates of Service: 2002-Present (Annual Renewals)  
Services Completed on Time  
Amount of Current Contract: \$285,000

**Stamford Public Schools**

Ms. Marla Bergman, SLP Coordinator  
888 Washington Street  
Stamford, CT. 06423  
(203) 977-4061  
[mbergman@stamfordct.gov](mailto:mbergman@stamfordct.gov)

EBS has partnered with Stamford Public Schools for over ten years. In that time we have provided speech language pathologists and occupational therapists to the district.

Dates of Service: 2010-Present (Annual Renewals)  
Services Completed on Time  
Amount of Current Contract: \$189,000

**New Haven Public School District**

Dr. Glynis King-Harrell, Coordinator of Special Education  
54 Meadow Street  
New Haven, CT. 06519  
(203) 691-3957  
[glynis.harrell@new-haven.k12.ct.us](mailto:glynis.harrell@new-haven.k12.ct.us)

EBS has partnered with New Haven Public Schools for over ten years. In that time we have provided speech language pathologists and occupational therapists to the district.

Dates of Service: 2001-Present (Annual Renewals)  
Services Completed on Time  
Amount of Current Contract: \$85,000

**Miami Dade County School District**

Ms. Kathryn Cadieux, ESE Director  
1500 Biscayne Blvd.  
Miami, FL 31322  
(305) 995-1290  
[KCadieux@dadeschools.net](mailto:KCadieux@dadeschools.net)

EBS is the sole provider of SLP services to Miami Dade County Public Schools and we have been providing these services to the district for over ten years. Along with providing all of the district's contracted SLP personnel, EBS also conducts complementary CEU and Professional Development events for the district on an annual basis.

Dates of Service: 2000-Present (Annual Renewals)

Services Completed on Time

Amount of Current Contract: \$1,500,000

**Dallas Independent School District**

Ms. Terazita Stutts, Program Specialist

312 S. Ervay Street

Dallas, TX. 75117

(972) 581-4711

(972) 581-4507 (Fax)

[tstutts@dallasisd.org](mailto:tstutts@dallasisd.org)

EBS has worked with Dallas ISD for over ten years and provides over 25 therapists to the district. Throughout our relationship, EBS has been able to consistently fill the SLP needs in Dallas ISD. Along with providing professionals for therapy support, EBS also conducts and sponsors annual CEU and professional development events for the district.

Dates of Service: 1998-Present (Annual Renewals)

Services Completed on Time

Amount of Current Contract: \$2,200,000

**Houston Independent School District**

Ms. Cheval Bryant, SLP Coordinator

4400 West 18th Street

Houston, TX. 77092

713-434-4717 X 340

[CBRYANT5@houstonisd.org](mailto:CBRYANT5@houstonisd.org)

EBS has partnered with Houston ISD for over fifteen years and currently provides over 30 speech language pathologists and occupational therapists to the district.

Dates of Service: 2001-Present (Annual Renewals)

Services Completed on Time

Amount of Current Contract: \$2,000,000

**Bethel School District**

Dr. Sonia Hemmerling, Director of Special Education  
516 176th St East  
Spanaway, WA. 98387  
(253) 683-6939  
[sryskamp@bethelsd.org](mailto:sryskamp@bethelsd.org)

EBS provides all special education services to Bethel School District. We aligned our resources with the district to help the district move to the 3:1 model of therapy. EBS has become a total management partner with Bethel School District, and is now working with the district hand in hand to assist other school districts in the Seattle area move to the 3:1 model of therapy.

Dates of Service: 2008-Present (Annual Renewals)  
Services Completed on Time  
Amount of Current Contract: \$1,200,000

**Metropolitan Nashville Public School District**

Ms. Colleen Thomas, Director of Special Education  
2601 Bransford Avenue  
Nashville, TN. 37204  
615-298-8067 x2201  
[colleen.thomas@mnps.org](mailto:colleen.thomas@mnps.org)

EBS has been a partner with MNPS providing Speech-language Pathologists for the past seven years. EBS also provides Occupational and Physical Therapy service to the district. EBS has been able to consistently fill requests for therapy support and presently serves as the sole contract provider for these services. EBS has also provided MNPS with professional development opportunities on an annual basis.

Dates of Service: 2005-Present (Annual Renewals)  
Services Completed on Time  
Amount of Current Contract: \$2,300,000

**Boston Public Schools**

Ms. Thelma Pierce, Assistant Director of Special Ed.  
443 Warren Street  
Dorchester, MA. 02121  
(617) 635-8125  
[tpierce@boston.k12.ma.us](mailto:tpierce@boston.k12.ma.us)

EBS has partnered with Boston Public Schools for over 15 years and is the districts primary provider of SLP and OT services. EBS also provides CEU events for the district at no cost.



Dates of Service: 1998-Present (Annual Renewals)  
Services Completed on Time  
Amount of Current Contract: \$1,600,000

## **Personnel Listing**

1. Susan Ridarelli	SLP
2. Necha Weinreb	SLP
3. Baila B. Munk	SLP
4. Chana Wakszul	SLP
5. Courtney Sullivan	SLP
6. Jacqueline Myers	SLP
7. Holly Bunin	SLP
8. Sarah Lebovics	SLP
9. Shefali Patel	SLP
10. Melanie SanMiguel	SLP
11. Margaret Sember	SLP
12. Amanda Basting	SLP

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All EBS SLPs will be properly licensed and certified in Connecticut before starting any assignment with Waterbury Public Schools.

## **Conflict of Interest**

EBS has no current or former business, financial, personal or other types of relationships which may pose a conflict of interest.

# Susan L. Ridarelli

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## Summary of qualifications

**Present- Waterbury Public Schools (EBS – Educational Based Services)**

**2013 High Roads Schools of Connecticut**

### **Speech/Language Pathologist**

State of Connecticut Dept. of Health Certification

Eligible for and in the process of receiving the Connecticut Dept of Education Certification for Speech Language Pathologists (061)

ASHA Certificate of Clinical Competence in Speech/Language Pathology  
Trained in PROMPT, PECS, and Sara Rosenfeld-Johnson's Oral-Motor therapy.

Experienced with AAC devices, low tech and high tech.

Supervisory experience

Excellent computer skills for progress reports, Triennial reports, data collection and management, tracking student's progress, service hours, annual reports, and creating and/or using on line materials. Skilled with iPad and the use of apps for therapy and creating activities with apps for individualizing therapy for students.

## Education

1977-1978      Western Michigan University      Kalamazoo, Michigan

### **Master of Arts**

▪ Major in Speech/Language Pathology

1973-1977      University of Michigan      Ann Arbor, Michigan

### **Bachelor of Arts**

▪ Major in Speech/Language Pathology, minor in Psychology

## Professional experience

**2012 to Present- Coordinator of Speech Services, High Road Schools of Connecticut**

In my current position, I am responsible for improving and expanding speech/language services for High Road Schools of CT. I have implemented new data collection methods, improved IEPs by using SMART goals and objectives, provided training to staff and families in programming and using AAC devices, including iPad, iPod Touch. I am responsible for supervising Speech Assistants through direct and indirect methods, including observation, meetings, progress reviews and providing support and direction in the methods, form, and pace of the therapy and selection of materials. My job required me to work with the directors and staff of eight schools, including providing support to certified SLPs and Special Education staff.

I also work directly with students with a wide range of communication skills, from non-verbal students using AAC devices, to higher functioning students whose primary needs are in social skills and pragmatic skills. In addition, I work with a broad range of language disorders, articulation/phonological processing disorders including Apraxia, Autism/Asperger's Syndrome, Down's Syndrome, and Language/Learning disabilities, Multiple Disabilities, Neurological Impairments, and many other learning differences. I also work with students with hearing impairment with bi-lateral hearing aids and an FM system. I also have experience with teaching social skills, employing a wide variety of materials, activities, and addressing a wide range of topics and skills.

**1979- March 2012      The Foundation School      Orange, CT**  
**Speech/Language Pathologist**

- I worked with students with a wide range of communication and learning needs. This includes students with severe language disabilities, students affected by ASD, Multiple Disabilities, Apraxia; Neurological disorders Downs Syndrome, Fragile-X Syndrome, Language/Learning Disabilities, Traumatic Brain Injury, Reye's Syndrome and many other types of disabilities
- I completed in-depth speech/language testing using standardized tests and informal assessments to determine the student's strengths and needs and designed specific, measurable goals and objectives targeting their needs while building on their strengths. I implemented the goals and objectives in small-group and individual therapy sessions and as part of a team to maximize each student's learning. Social skills training was included on all students' IEPs and was addressed in group and individual sessions and across the school setting. Experience with Michele Garcia Winner's Social Thinking curriculum, and a variety of other social skills programs and methods. Kept detailed data on goals and objectives for accurate monitoring of progress and used the data to write quarterly progress reports and updates between quarters at the parent's and school systems' request.
- Supervised several CFY candidates for their ASHA Certificate of Clinical Competence, the Connecticut Dept. of Health Certificate, and the Connecticut Dept. of Education Certificate to the successful completion of all requirements.
- Participated in daily staff meetings about individual students' progress and lead meetings about students on my case management list. Attended PPT meetings with parents and school system personnel to discuss progress, plan for Triennial assessments, and discuss testing results. Worked closely with parents to foster generalizing speech and language skills to the home and community.
- Recommended AT evaluations for non-verbal or minimally verbal students, participated in the evaluations by providing information about the students' communication skills and needs, and ability to access low or high tech devices. Designed vocabulary and page sets for individual students using Dynavox M3, V, Palm Chat devices. Also experienced with PFC devices- Springboard Lite and Vantage Lite, Amdi Go Talk and Amdi 12B, and Sattillo Alt Chat. I am able to use the device software to individualize for specific students. Experienced in use of

the Proloquo2Go program on the iPad and the iTouch, and a wide variety of apps to use in therapy sessions. Also used computer software to design materials for therapy sessions and various software programs in therapy.

- \* Supervised several CFY candidates for their ASHA Certificate of Clinical Competence, the Connecticut Dept. of Health Certificate, and the Connecticut Dept. of Education Certificate to the successful of all requirements.

**References**

References Available on Request

**Objective**

I wish to continue working as a Speech/Language Pathologist, to learn new skills for fostering improved communication and maximizing students' potential and achievement, and to be part of a team bringing best learning techniques and materials to students in effective yet fun and exciting ways.

## **Necha Weinreb**

41 Yates Avenue  
Waterbury CT 06710

### **Education**

Nova Southeastern University, Fort Lauderdale FL

Master of Arts, Speech-Language and Communication Disorders, Graduation: June 2015. GPA: 3.6

Touro College, Brooklyn NY Bachelors of Arts, Speech-Language and Communication Disorders, June 2011. GPA: 3.57

Bnos Chava Teachers Seminary, Jerusalem IS Prerequisite course work and Judaic Studies, June 2009.

### **Clinical Practicum Externship Experience**

EBS – Educational Based Services, Waterbury Public Schools Present

Maple Hill, Hop Brook Elementary Schools, Central Avenue Preschool, Naugatuck CT

Clinical Student: January 2015- April 2015

Supervisors: Tiffany Valby M.S. CCC-SLP, Asha certified

Samantha White-Leach M.S. CCC-SLP, Asha certified

- Performed formal and informal evaluations in the areas of speech and language in a public school setting for preschool- grade 4 children. Included where many children on the autism spectrum.
- Created, planned and implemented lesson plans, and recorded progress.
- Provided individual and group treatment focusing on articulation, language, and social communication.
- Utilized and created therapy materials to accommodate each student's needs and facilitate success in accomplishing their goals.

Abbot Terrace Health Center, Waterbury CT

Clinical Student: September 2014- December 2014

Supervisor: Bethney Bandola M.S. CCC-SLP, Asha Certified

- Performed formal and informal speech and language evaluations and provided treatment accordingly to a variety of adult patients within a skilled nursing facility
- Complete diagnostic bedside evaluations, and followed with recommendations for diet changes.
- Write SOAP notes

Swift Middle School- Watertown CT

Clinical Student: September 2014- May 2014

Supervisor: Beth Wolf, M.S. CCC-SLP, Asha certified

- Developed treatment and behavioral objectives for children with communication disorders and developmental delays.

- Provided speech/language therapy and diagnostic evaluations for children ages 10-14 with mild to profound communication disorders.
- Collected data on client progress

### **Work Experience**

Yeshiva K'tana of Waterbury, Waterbury CT, September 2011-June-2014

- Teacher for children age 2
- Implemented lesson plans and used creative techniques to teach Jewish holidays, community helpers, and colors.
- Supervised children during social time such as lunch and recess
- Interfaced with parents

**BAILA BRICKMAN MUNK**  
*57 Randolph Avenue, Waterbury, CT*

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**CAREER INTENT:**

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Speech-Language Pathologist (Clinical Fellowship Year) - available August 2014

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**EDUCATION:**

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UNIVERSITY OF CINCINNATI, Cincinnati, OH August 2014  
*Will graduate with Master of Arts – Speech Language Pathology*

TOURO COLLEGE, Brooklyn, NY August 2012  
*Bachelor of Science – Speech and Hearing Science*

BNOS CHAVA TEACHER'S SEMINARY, Jerusalem, Israel 2009-2010  
*Completed college-level courses in Judaic studies*

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**SUMMARY OF QUALIFICATIONS:**

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- ◆ Strong knowledge of field of Speech-Language Pathology with experience working with children and adults.
  - ◆ Experienced in evaluating and treating Patients with various communication disorders with etiologies of stroke, Alzheimer's, schizophrenia and dementia.
  - ◆ Trained in identifying speech-language issues as well as their causes and recommending treatment and prevention methods.
  - ◆ Proven ability to coordinate with teachers, administrative faculty members and other therapists in administering services.
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**LICENSES AND CERTIFICATION:**

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- ◆ Passed the Praxis II Examination in Speech Language Pathology March 2014
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**CLINICAL EXPERIENCE:**

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EBS – Educational Based Services – Waterbury Public Schools, Waterbury, Connecticut Present

YAD SARA ADULT REHABILITATION CENTER, Jerusalem, Israel Summer 2014

*Speech Internship*

- ◆ Assessed current levels of functioning, implemented treatment, and monitored progress in adult and geriatric clients with aphasia, apraxia, dysarthria, voice disorders, brain injury, dysfluency, cognitive deficits, and swallowing disorders
- ◆ Became familiar with various neurological and degenerative diseases and disorders
- ◆ Programmed Augmentative and Alternative Communication (AAC) devices for patients and educated them on their use
- ◆ Participated in goal creation, treatment planning, and daily progress notes

SULAM SPECIAL EDUCATION PRESCHOOL, Jerusalem, Israel Fall-Spring 2014

*Speech Internship*

- ◆ Assessed current levels of functioning, implemented treatment, and monitored progress in special needs pre-school aged children with articulation, language, fluency, and social communication difficulties
- ◆ Collaborated with teachers to address their student's speech and language goals in the classroom
- ◆ Administered various standardized tests and participated in goal creation and treatment planning
- ◆ Completed daily progress notes, assessment reports and summary of treatment reports *EBS 16*



- ◆ Became familiar with the policies and procedures of a preschool setting

SHIRAT MIRIAM PRESCHOOL, Jerusalem, Israel

Summer 2013

*Speech Internship*

- ◆ Assessed current levels of functioning, implemented treatment, and monitored progress in children ages 2-6 with articulation, language, and fluency difficulties
- ◆ Provided training to teachers on how to address their student's speech and language goals in the classroom
- ◆ Administered various standardized tests and participated in goal creation and treatment planning
- ◆ Completed daily progress notes, assessment reports and summary of treatment reports
- ◆ Became familiar with the policies and procedures of a preschool setting

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***WORK EXPERIENCE:***

TORAH ACADEMY FOR GIRLS PRESCHOOL, Far Rockaway, NY

2010-2012

*Teacher's Assistant*

- ◆ Preschool Assistant for 3-5 year old girls in a private school setting
- ◆ Responsibilities included being on premises 7 hours each day and assisting teacher as needed
- ◆ Substitute teacher when necessary
- ◆ Became familiar with the policies and procedures of a preschool setting

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***REFERENCES:***

Faige Biron, M.A., CCC-SLP  
Coordinator, TTI-University of Cincinnati  
Israel Master's Program  
(952)-960-4649/fbiron@bezeqint.net

Raizy Kessler, M.S., CCC-SLP, Reg. ASHA  
Yad Sara Rehabilitation Center- Supervisor  
(011)9722-502-5071/raizykess@gmail.com

Chana Rifkie Feigenbaum, M.S., CCC-SLP, Reg. ASHA  
Shirat Miriam Preschool- TTI Supervisor  
(732)-730-7574

## Chana Wakszul MA, CCC - SLP

Presented by EBS

### Professional Summary:

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I am a Speech Language Pathologist who has worked extensively with preschool, elementary and middle school students with a variety of Speech and Language impairments. I am skilled in conducting speech and language assessments, with expertise in creating evidence based goals and implementing these goals through therapy sessions, staff communications and parental counseling. I am an organized problem solver who has the ability to adapt to ever-changing caseloads and increased workload demands.

### Professional Experience:

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E.B.S Healthcare – Bridgeport, CT                      *Speech Language Pathologist*                      *Nov 15 – March 16*  
District based Speech Pathologist for elementary and middle school including Special Education and Speech Only clients in an urban general education environment. Responsibilities included evaluation/treatment and documentation of students with speech and language impairments.

Hillside B.O.E – Hillside, NJ                      *Speech Language Pathologist*                      *Sept. 11 – June 15*  
District based Speech Pathologist for students in K-8<sup>th</sup> grade including Special Education and Speech Only clients. Aside from assessment and treatment of speech and language delays, responsibilities include serving as case manager of all Speech only files, in service educator training, and the implementation of PECS and ABA structured learning. Areas addressed were a variety of impairments including but not limited to articulation and fluency disorders, language delays, selective mutism, autism, and cognitive impairments.

E.B.S Healthcare - Passaic, NJ                      *Clinical Fellowship*                      *Sept. 10 - June 11*  
School based program for children ages 3-12 with a variety of impairments, such as PDD, autism, stuttering, articulation disorders, language impairments, and social difficulties. Responsibilities include assessment and treatment of speech and language delays, writing IEPs and collaboration with teachers and parents.

### Education:

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University of Cincinnati:                      *M.A. Speech Language Pathology*                      *June 07 - June 09*

Touro College:                      *B.S. Speech Language Pathology*                      *Sept. 04 - June 07*

### Certifications & Licenses:

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Member of American Speech-language-Hearing-Association (ASHA)

- New York
- New Jersey
- Connecticut

**Courtney Sullivan**

Presented by EBS

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<b>Certification</b>	<i>New York State initial certification in TSSLD, pending</i>	
<b>Education</b>		
<b>State University of New York at New Paltz</b>		New Paltz, New York
<i>Master of Science in Speech Pathology</i>		expected May 2016
Cumulative GPA: 3.67		
<b>Adelphi University</b>		Garden City, New York
<i>Bachelor of Arts in Communication Sciences and Disorders</i>		May 2014
Cumulative GPA: 3.739/ Major GPA: 3.610, <b>Magna Cum Laude</b>		
<b>Honors</b>		
<i>Commissioner's Honor Roll</i>	Spring 2011-2014, NE-10 Athletic Conference	
<i>Kappa Delta Pi, national honor socitey</i>	September 2013-May 2014	
<i>NFCA All-American Scholar-Athlete</i>	Spring 2014	
<b>Clinical Experience</b>		
<i>Functional Pathways</i>	Knoxville, Tennessee, May 2016-Present	
<b>CFY Speech-Language Pathologist</b>		
<ul style="list-style-type: none"><li>• Provided diagnostic and therapeutic services to adults with dysphagia, speech, voice, language, and cognitive deficits</li><li>• Created functional therapy activities that are engaging and effective such as creating and using memory books and low-tech AAC systems</li><li>• Completed daily notes, documentation and reports with use of Rehab Optima and AOD</li></ul>		
<i>Duzine Elementary School</i>	New Paltz, New York, expected Feb 2016- May 2016	
<b>Graduate Student Clinician</b>		
<ul style="list-style-type: none"><li>• Provided diagnostic and therapeutic services to K-2<sup>nd</sup> grade age children with speech and language delays</li><li>• Created functional therapy activities that were engaging and effective such articulation coloring books</li><li>• Completed documentation and reports with use of IEP Direct</li><li>• Participated in IEP and RIT team meetings</li></ul>		
<i>Livingston Hills Nursing and Rehabilitation Center</i>	Livingston New York, Sept 2015-Dec 2015	
<b>Graduate Student Clinician</b>		
<ul style="list-style-type: none"><li>• Provided diagnostic and therapeutic services to adults with dysphagia, language, and cognitive deficits</li><li>• Created functional therapy activities that are engaging and effective such as creating and using memory books</li><li>• Completed daily notes, documentation and reports with use of Casamba and Chemlab</li></ul>		
<i>Early Education Center</i>	Highland, New York, July 2015-August 2015	
<b>Graduate Student Clinician</b>		
<ul style="list-style-type: none"><li>• Provided diagnostic and therapeutic services to preschool age children with speech and language delays</li><li>• Created functional therapy activities that were engaging and effective such as crafts promoting requesting</li><li>• Completed daily notes, documentation and reports with use of IEP Direct and Kinney</li></ul>		
<i>SUNY New Paltz</i>	Sept 2014-May 2015	
<b>Graduate Student Clinician</b>		
<ul style="list-style-type: none"><li>• Provided diagnostic and therapeutic services to adolescents and adults</li><li>• Created functional therapy activities that were engaging and effective such as baseball analogy rating scales while performing articulation therapy</li><li>• Conducted weekly aphasia group therapy with geriatric population</li><li>• Completed evaluation reports, SOAP notes, treatment plans, discharge summaries</li></ul>		
<i>Adelphi University</i>		Fall 2013

### **Undergraduate Student Clinician**

- Provided diagnostic and therapeutic services to children with speech and language delays
- Created functional therapy activities that were engaging and effective
- Completed evaluation reports, SOAP notes, treatment plans, discharge summaries

### **Extracurricular**

#### **Activities**

Adelphi University Softball Team,  
New York State Speech Language-Hearing Association  
Student Athlete Advisory Committee

2010-2014  
Fall 2012-Spring 2014  
Fall 2012-Spring 2014

#### **Work Experience**

*Frozen Ropes softball/baseball facility*  
**Softball Instructor**

Albany, New York May 2012-August 2014

- Provided instruction and feedback to softball players of all ages as well as attentive customer service

# Jacqueline Myers

Presented by EBS

## EDUCATION

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### Southern Connecticut State University

New Haven, CT

Master of Science, Speech-Language Pathology, August 2016

### University of Connecticut

Storrs, CT

Bachelor of Arts, Human Development & Family Studies, December 2012

Bachelor of Arts, Psychology, December 2012

## CLINICAL EXPERIENCE

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### Ensign Therapy, Rock Canyon Respiratory & Rehab and Riverwalk Post-Acute & Rehab

Pueblo, CO

October 2016 – January 2017

- Performed screenings and full assessments of swallow, communication, and cognitive disorders for medically complex and neuro-rehabilitative patients and made recommendations and referrals as indicated
- Developed individualized plans of care and provided inpatient treatment in short-term care, long-term care, respiratory unit and secured memory unit in order to optimize patient communication, safety and quality of life
- Collaborated with medical and rehabilitative team, case managers, family members regarding patient status
- Justified skilled treatment to insurance providers and documented on patient progress and readiness for discharge
- Determined and implemented appropriate augmentative and alternative communication strategies for nonverbal patients

### Yale New Haven Hospital, St Raphael's Campus

New Haven, CT

April 2016 – July 2016

- Completed patient chart reviews, selected appropriate measures and performed initial bedside evaluations
- Developed and implemented a plan of care reflecting individualized patient problems and interventions to achieve desired outcomes, involving the patient, family and interdisciplinary healthcare team in this process
- Documented and evaluated effectiveness of the plan of care, patient's response to care and revised the plan of care as needed
- Facilitated speaking valve usage for individuals with tracheostomy
- Interpreted dysphagia instrumental assessments: Modified Barium Swallows (MBS) and Fiberoptic Endoscopic Evaluation of Swallowing (FEES)

### Weston Public Schools

Weston, CT

January 2016 – March 2016

- Administered standardized test batteries for 3<sup>rd</sup> – 8<sup>th</sup> grade students
- Developed speech and language goals for Individualized Education Programs (IEPs)
- Implemented speech and language goals in push-in and pull-out, individual and group settings
- Maintained client data and monitored daily and weekly progress
- Attended staffings, eligibility and PPT meetings
- Participated in and presented speech and language evaluation and progress reports for annual and triennial reviews
- Collaborated with other professionals to meet the needs of students in the classroom
- Performed daily FM system checks and troubleshooting for students with hearing aids
- Caseload consisted of children with autism spectrum disorders, fluency disorders, articulation disorders, swallowing disorders, hearing impairments, craniofacial abnormalities, traumatic brain injury, cerebral palsy, and other language learning disorders

**Center for Communication Disorders at Southern Connecticut State University**

**New Haven, CT**

*January 2015 – December 2015*

- Worked collaboratively with a student partner to plan, conduct, and report diagnostic evaluations for individuals ranging in age from three years to adult
  - Administered a variety of formal and informal assessment measures
  - Gathered and analyzed language samples to facilitate whole-language assessments
- Implemented one hour weekly speech and language intervention for individuals ages 5 years – adult with the following communication disorders:
  - Aphasia
  - Cognitive communication (TBI)
  - Apraxia of speech
  - Receptive and expressive language
  - Autism Spectrum Disorders
  - Emergent language and literacy
  - Down Syndrome
  - Fluency
  - Articulation
- Facilitated cognitive and speech-language group therapy for adult stroke and traumatic brain injury patients
- Developed appropriate semester goals and treatment plans
- Measured client performance and weekly progress
- Counseled and instructed clients and family in treatment plan and home programs for carryover of skills

**ACADEMIC EXPERIENCE and HONORS**

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- National Student Speech Language Hearing Association
  - Member since 2013
  - Officer: Secretary: 2014-2015 academic year
  - Attended American Speech-Language Hearing Association (ASHA) conference in Fall of 2015
- Awarded the Carol Satosky Druckman Memorial Endowed Scholarship, May 2014
- New England Scholar, March 2009
- University of Connecticut Dean's List, Fall and Spring 2008 – 2012

**OTHER PROFESSIONAL EXPERIENCE**

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**Fairfield University Early Learning Center, Long-term Substitute Toddler Teacher**

**Fairfield, CT**

*April 2013 – June 2013*

- Planned and implemented a child-oriented, developmentally appropriate curriculum
- Promoted the social, emotional, physical and cognitive development of eight toddlers
- Communicated with parents through daily written and verbal feedback

**Autism Project at the Kennedy Center, Child Support Associate**

**Trumbull, CT**

*September 2012 – April 2013*

- Led recreational and social activity programs for clients ages 4–21 with Autism Spectrum Disorders

**Lighthouse Program at the Kennedy Center, Child Support Associate**

**Bridgeport, CT**

*September 2012 – April 2013*

- Provided direct supervision and support for students with special needs, grades K–8 in an after school program

**Jumpstart at the University of Connecticut, Corps Member**

**Storrs, CT**

*August 2009 – May 2010*

- Dedicated 300+ hours of service in a Head Start preschool
- Implemented Jumpstart curriculum focused on enhancing interpersonal and literacy skills

**SKILLS & COMPETENCIES**

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- Fluent in Portuguese
- Adult and Pediatric First Aid, CPR & AED certified
- Computer Proficiencies: Microsoft Office: Outlook, Word, Excel, PowerPoint; Internet Explorer

## Holly J. Bunin

**New York University** - Steinhardt School of Education, New York, NY  
Masters of Arts in Speech-Language Pathology and Audiology: January 2004  
Cumulative GPA: 3.9

\*Excellence & Departmental Honors Award

\*NYC Department of Education Scholarship Program

**State University of New York Buffalo** - Buffalo, NY

Bachelor of Arts in Communication: May 2001

\*Deans List

\*Academic Excellence Scholarship

### Related Experience:

#### EBS – Educational Based Services

December 2013 – Present

School Based SLP in Connecticut

#### Early Intervention Agencies

June 2009- November 2013

(**Achieve Beyond**, Melville, New York, **Marion K. Salomon & Associates, Inc.** Plainview, New York and **New York Therapy Placement Services, Inc.**, Port Jefferson Station, New York)

- Worked with infants and toddlers with a variety of articulation and speech and language disorders in their home
- Engaged children in fun and creative activities that target their specific goals while keeping them interested and motivated
- Worked closely with parents to teach and implement strategies and techniques to encourage language development for their child
- Wrote session notes and progress reports indicating a summary of therapeutic interventions and outcomes, parent training techniques, progress made and remaining goals to be met and or modified

**New York City Department of Education**, New York, NY

#### **Teacher of Speech and Language Improvement**

January 2004-June 2008

- Provided speech and language services to school aged children for remediation of phonological processes, phonemic awareness difficulties, receptive and expressive delays, oral motor weakness, and fluency and voice disorders
- Formulated and implemented various lesson plans based on students individual needs, evaluated school age children to assess progress made and determine appropriate future goals
- Administered formal and informal assessment, wrote progress reports and goals, screened children and made appropriate referrals
- Organized and participated in Individual Education Plan (IEP) meetings with students' education team, worked directly with team members and classroom teachers, and discussed therapy progress with families
- Participated in Professional Pupil Team (PPT) meeting for school aged children

**Early Intervention Agencies, New York, NY**  
2008

February 2004-February

(Cody Gifford Variety House, YAI New York for Early Learning, Hand and Hand Development)

- Provided early intervention therapy services to infants and toddlers ages 0-3 with expressive, receptive, oral motor, articulation and attention delays
- Worked closely with parents of the child to provide carry-over activities to work on outside of therapy sessions
- Participated in meetings with all the child's service providers to discuss the progress made and remaining goals to be met and or modified
- Wrote session notes and progress reports summarizing methods of intervention and outcomes, parent training strategies, progress made and goals to be met and or modified

**Board of Education-Region 9 Office, New York, NY**

**Speech Language Evaluator**

Summer 2004

- Selected and performed appropriate diagnostic evaluations to determine if speech-language services were warranted
- Wrote formal goals to help address individual needs of the child

**Daughters of Jacob Nursing and Rehabilitation Center, Bronx, NY**

**Student Clinician**

Fall 2003

- Conducted formal and informal diagnostic evaluations and therapeutic services to acute and long-term patients with communicative disorders including: articulation, voice and swallowing abnormalities
- Provided clinical bedside speech, language and audiological screenings to newly admitted and re-admitted patients
- Performed oral motor/feeding therapy as well as bedside dysphasia evaluations
- Assisted with evaluations and treatment for tracheotomy and ventilator dependent patients for speaking valve use

**Kennedy Child Study Center, New York, NY**

**Student Clinician**

Summer 2003

- Planned and implemented lesson plans and therapeutic strategies to special needs children with varied communication disorders, ages 2-5
- Administered standardized testing tools to children with speech and language deficits
- Performed oral motor assessment on children with diverse speech delays
- Performed audiological screenings on children attending onsite clinic to assess any hearing difficulty

**AFFILIATIONS** Certified member of The American Speech-Language Hearing Association (ASHA)  
Teacher of Speech and Hearing Handicapped (TSHH), New York City Department of Education  
Certification, State of Connecticut Department of Health Certified.

**INTERESTS/HOBBIES** Arts and craft activities, aerobics, and reading



Sarah Lebovics  
Presented By EBS

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### **OBJECTIVE**

To obtain a position as a speech-language pathologist in an educational setting.

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### **EDUCATION**

*Master of Arts* in Speech Language Pathology, June 2010  
University of Cincinnati, Cincinnati, Ohio

*Bachelor of Science* in Liberal Arts, August 2008  
Touro College, Brooklyn, New York

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### **LICENSES AND CERTIFICATION**

- License: Connecticut Board of Speech Language Pathology and Audiology
  - Certificate of Clinical Competence (CCC): American Speech- Language-Hearing Association
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### **Professional Experience** **Speech Language Pathologist**

#### **Charles F. Hayden Day School at Boys and Girls Village**

**Milford, Connecticut**

**March 2016-June 2016**

- Evaluated and treated children with emotional, behavioral and academic concerns, ages 8-13.
- Developed IEP goals and treatment plans and provided speech and language therapy in articulation, cognition, and social areas of communication
- Collaborated with teachers and staff members in PPT meetings and on a daily basis.
- Recorded treatment progress in an appropriate and timely fashion using CareLogic
- Experience using IEP Direct, a web-based Special Education software utilized to upload IEP information

#### **Hopeville Elementary School    Waterbury, Connecticut    December 2015-February 2016**

- Evaluated and treated children, grades Pre-k-5 for speech and language disorders
- Developed IEP goals and treatment plans and provided speech and language therapy in articulation, cognition, and social areas of communication
- Provided therapy in individual and group settings
- Worked with Bilingual students.

#### **Tinker Elementary School    Waterbury, Connecticut    September 2015-January 2016**

- Assessed and treated elementary school students for speech and language disorders

- Developed treatment plans and provided speech and language therapy in articulation, cognitive, and social areas of communication
- Provided therapy in individual, small group and large group settings
- Collaborated with teachers and staff members in PPT meetings and on a daily basis.
- Experience using TIENET, a software package utilized to manage and monitor a child's IEP information.

**Torrington Preschools                      Torrington, Connecticut                      February 2015-June 2015**

- Evaluated and treated preschool children for speech and language disorders, including disabled children as well as normally developing children, ages ranging from 3-5 years
- Developed IEP goals and treatment plans and provided speech and language therapy in articulation, cognition, and social areas of communication
- Provided therapy individually, in small groups and in the classroom
- Collaborated with teachers, parents and staff members in PPT meetings and on a daily basis.
- Recorded treatment progress in an appropriate and timely fashion
- Experience using SEAS, a web-based Special Education software utilized to upload IEP information
- Experience using DSCtop, a school-based Medicaid claiming software

**Regional School District 6                      Litchfield, Connecticut                      November 2014-December 2014**

- Assessed and treated junior high/high school students for speech and language disorders
- Developed treatment plans and provided speech and language therapy in articulation, cognitive, and social areas of communication
- Collaborated with teachers, parents and staff in PPT meetings and on a daily basis
- Recorded treatment and progress in an appropriate and timely manner
- Experience using IEP Direct- a web-based Special Education administrative software utilized to add IEP information
- Experience using CompuClaim- a school-based Medicaid claiming software

**Goshen Center School                      Goshen, Connecticut                      November 2014-December 2014**

- Assessed and treated elementary school-aged children for speech and language disorders
- Developed IEP goals and treatment plans and provided speech and language therapy in articulation, cognition, and social areas of communication
- Provided therapy in individual and group settings
- Collaborated with teachers, parents and staff members to facilitate optimal treatment outcomes

**Gan Bait Yaakov Preschool                      Jerusalem, Israel                      December 2013-June 2014**

- Assessed and treated children for speech and language disorders, ages ranging from 3-5
- Developed treatment plans and provided speech and language therapy in articulation, cognitive, and social areas of communication
- Counseled teachers and parents

**Seeach Sod Bait Metzudot                      Jerusalem, Israel                      August 2012-July 2013**

- Assessed and treated severely disabled children ages ranging from 8-21
- Provided speech and language therapy, using augmentative-alternative communication as well as sign language and gestures, in both group and individual settings
- Collaborated with teachers, staff members and caregivers to facilitate optimal treatment outcomes

**Seeach Sod Ma'oz Yerushalayim      Jerusalem, Israel      December 2010-July 2011**

- Assessed and treated children with down syndrome and autism, ages 4-12, for speech and language disorders using standardized and non-standardized measures
- Developed treatment plans and provided therapy in cognitive, AAC, feeding, articulation, social and language areas of communication, in both group and individual settings
- Counseled teachers and parents

## **CLINICAL EXPERIENCE**

**Seeach Sod Special Education Center      Jerusalem, Israel      January 2010-March 2010**

- Assessed and treated children with Down's syndrome for speech and language disorders, ages ranging from 6-11
- Provided therapy in cognitive, social, articulation, and language areas of communication
- Collaborated with teachers, therapists and caregivers to facilitate optimal treatment outcomes

**Bet Bayir Nursing Facility and Day Care Center      Jerusalem, Israel      September 2009-January 2010**

- Assessed and treated adults with dementia for speech and language disorders
- Developed treatment plans and provided therapy in cognitive, social, articulation, language, swallowing and augmentative-alternative areas of communication
- Counseled staff members and caregivers

**Petachya Preschool      Jerusalem, Israel      January 2009-July 2009**

- Assessed and treated children with language delays ages 4-6 using standardized and non-standardized measures
- Developed treatment plans and provided therapy in fluency, articulation, apraxia, cognitive, social, and language areas of communication
- Collaborated with teachers, therapists and caregivers to facilitate optimal treatment outcomes

## **ORGANIZATIONS**

National Student Speech-Language-Hearing Association member 2009-2010

**SHEFALI PATEL**

Presented by EBS

CT License: 003255

ASHA: 12068791

NPI: 1487923942

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**PROFILE**

- Trained in PROMPT in February 2008.
- Vital Stim Therapist.
- Certified in NICU interventions and The Listening Program.
- ASHA ACE awardee and CT Public Health Department Certification, Professional Educator License.

**PROFESSIONAL EXPERIENCE**

Current- Swallowing and Communication clinician for Preferred Therapy Services and Tender Touch

Aug 2012-Present

- Clinician immersed herself in establishing Ganga Learning and Rehab LLC. The role requires several hats ranging from website development, marketing and relationship development, insurance credentialing and billing, community education via events and talks, caseload management both pediatric and geriatric independently.
- Please review on [www.speechct.com](http://www.speechct.com)

Nov 2010-Aug 2012

- Per Diem assignments with Meadow Ridge and Norwalk Hospital.
- Provided interventions for cognitive, language and swallowing/complex feeding needs of pediatric and geriatric populations.

Sep. '10 – Oct. '10 **Speech and Language Pathologist, Ridgefield Public Schools, Ridgefield, CT**

- Serviced two elementary schools, covering a speech clinician out on a maternity leave. On the last day, Mr. Solomon the principal offered to give me a letter of recommendation, without me asking for one!

Apr. '10 – Aug 10 **Speech and Language Pathologist, Care One, Westport, CT and NEHC**

- Designed dining care fact sheet.
- Educated the dining staff in modifying sandwiches for individual patient needs.
- In serviced staff on Xerostomia and Free Water.

Sep. '09 – Jan. '10 **Speech and Language Pathologist, Bridgeport Public Schools, Bridgeport, CT**

- Serviced Winthrop and Curiale (K-8) schools.
- Designed language labs with special educators and co- taught with them, thus extending services to students who did not have speech in their IEPs. Language labs were built in a triad module fashion, addressing needs in the areas of reading prerequisites, language processing and oral language skills.

Mar. '02 – Jan. '08 **Speech and Language Pathologist (Tenured), Darien Public Schools, Darien, CT**

- Co-teacher in middle school for social studies, (eight grades, for 3years) Science (seventh grade for a year) and Developmental Reading.
- Developed multiple informal screening tools, checklists and grading rubrics for educators, paraprofessionals, and students.
- Proficient in use of assistive software.
- Initiated Peace Day celebration at Middlesex and a spokesperson at Asia Day.
- Provided a workshop for Yogic Breathing (Pranayam) to teachers of Middlesex. to assist in stress elimination.
- Created a web page for students and parents of Middlesex, providing information on Speech and Language impairments and their management strategies.
- Serviced high school.

- Summer '07, '08 **Speech and Language Pathologist, Westport Public Schools, Westport, CT**
- Serviced preschool through high school students in ESY program.
- Summer '04, '05 **Improving Study Skills and Enhancing Cognitive Skills, Darien, CT**
- Designed and taught a twenty four day summer class with lessons and activities for students of grade 6-11 targeting study strategies, behavioral skills, and cognitive skills. Students debated, appeared for interviews, and completed organization and decision making projects while effectively managing time and stress as a part of this course.
- Jan. '01 – Apr. '05 **Speech and Language Pathologist, Sun Dance, Darien, Stamford and Westport, CT**
- Providing therapy to patients with swallowing disorders.
  - Assisted other SLPs in conducting modified Barium swallow studies.
  - Intervention services to consumers recovering from TBI, CVA and Oral Cancers.
  -
- Jan. '99 – May '99 **Clinical Audiologist, Ali Yavar Jung National Institute for Hearing Handicapped (AYJNIHH), Mumbai, India**
- Trained student clinicians in testing children with communication disorders, analyzing electroacoustic characteristics of hearing aids and hearing aid fitting.
  - Conducted an independent project on attenuation effects of ear protective devices during hearing aid trials of patients with asymmetrical hearing loss.
- Nov. '95 – Dec. '98 **Audiologist and Speech Therapist, ENT Day Care Center, Mumbai, India**
- Assessed adults with hearing loss and fitted them with hearing aids.
  - Assisted the ENT surgeon in intervention of patient's of Vertigo.
  - Serviced neonates fitted with hearing aids, providing auditory training and language stimulation to them and coaching caregivers in language development techniques.
  - Surveyed the food habits of students of Karnatik vocal music as a part of large-scale project on prevention of voice disorders.
- Sep. '97 – Feb. '98 **Audiologist, Education Audiology and Research Center, Mumbai, India**
- Assessed children (ages 6 months onwards) with hearing impairment and fitted them with auditory amplification. Designed appropriate ear molds of children attending the clinic.

#### EDUCATION

- Aug. '99 – Dec. '00 **Master of Arts, Speech and Language Pathology**  
State University of New York, Plattsburgh, NY  
*Research study:* The effects of induced hydration on the vocal fold characteristics following intense voice usage by professional voice users.
- Jul. '92 – Aug. '97 **Bachelor of Science (B.Sc.) and Master of Science (M.Sc.), Audiology & Speech Rehabilitation**  
University of Mumbai, India  
*Thesis:* A study of attitudes of parents of children with cleft of lip & palate.

#### PUBLICATIONS

- Publications in ADVANCE for Speech and Language Pathologists and Audiologists

#### PARENTING

- I took several per diem and temp assignments during my time off, as I raised my children; Arjun, born in 2006 and Arushi, born in 2008. Hence not all my work profile is consecutive and temporary assignments were of short intervals.

### Objective

- To obtain a position as a Speech Language Pathologist

### Education

- **BHS: University of Missouri-Columbia**
  - Aug 2002-2006
  - Major: Communication Science & Disorders
  - Minor: Spanish
- **MHS: University of Missouri-Columbia**
  - August 2006-May 2008
  - Program: Speech-Language Pathology

### Additional Credentials

- CCC-SLP: valid through 12/31/2014
- Connecticut Initial Teacher Certificate: valid through 7/22/2016
- State of CT SLP license: valid through 3/31/2014
- State of MO SLP license: valid through 1/31/2015

### Work Experience

- **EBS Healthcare: Bridgeport, CT Public Schools**
  - August 2010-present
  - Developed and implemented IEPs for students in grades Pre-k through 12<sup>th</sup> grade
  - Evaluated students in grades Pre-k through 12<sup>th</sup> grade in the areas of speech and language
  - Provided speech and language services for students grades Pre-k through 12<sup>th</sup> grade with the following educational disabilities: Speech or Language Impaired, Specific Learning Disability, Multiple Disabilities, Intellectual Disability, Other Health Impaired
  - Assisted with restructuring the delivery of speech and language services for students in Pre-k in community based daycares
  - Mentored graduate student speech-language clinicians
- **The Belle Center**
  - Developed and implemented treatment plans for children age 1-16
  - Serviced children age 1-16 in early childhood centers/daycares, children's homes, and a middle school
  - Evaluated children age 1-16 in the areas of speech, language, and feeding
  - Provided speech and language services for children age 1-16 with the following diagnoses: Autism, PDD NOS, Apraxia of Speech, Rubinstein-Taybi Syndrome, Velo-Cardio-Facial Syndrome, CMV, Cerebral Palsy, Down Syndrome, Speech Sound System Disorder, Language Delay, Speech Delay, Developmental Delay

### References

- Teresa Cherry-Cruz, Director of Speech-Language and Hearing Services for Bridgeport Public Schools: #203-275-1328
- Jodi Wossener, Vice President of Children's Services for St. Louis Arc: #314-569-2211
- Dr. Judith Goodman, Department Chair Communication Science & Disorders: #882-8407

## Margaret D. Sember

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**Objective** Speech Language Pathologist in a school setting

- Work experience**
- Sept. 2009- June 2013- East Haven Public Schools
  - Nov. 2007- June 2009 –Seymour Public Schools
  - Waterbury Public Schools Maternity Leaves Coverage
  - Sept. 2004-Jan. 2005 NAPS program Newtown Public Schools
  - Sept 1977- June 2004 Waterbury Public Schools
  - July 1976-July 1977 UCP Bridgeport CT

- Responsibilities**
- Administered, analyzed and reported on individualized evaluations of students ages 3-21 in the public school setting
  - Develop and implement IEP based on individual needs of student using a variety of delivery models including home based, 1x1, small group and co taught class lessons
  - Participation in school wide screening including hearing and articulation
  - Performed observation of and provided recommendation of activities for students experiencing academic, behavioral and social difficulties as part of the SRBI process
  - Provided trial therapy with home carryover for students with articulation errors to provide early intervention data
  - Provided regular classroom sessions in kindergartens to develop phonemic awareness and enhance language learning
  - Consult with classroom teachers, Pupil Services staff and families on strategies to improve communication, behavior and organizational skills in class and home
  - Developed and operated a before school homework club in an urban elementary school with the assistance of two paraprofessionals
  - Monitored use of FM equipment of students with hearing impairment along with teacher of the hearing impaired and audiologist
  - Collaborated to provided picture, symbol and written schedules and communication boards and devices for students with ASD, ADD, Apraxia and motor difficulties
  - Completed forms and reports for Medicaid services as needed

**Education**

- Ongoing continuing education activities including attendance at workshops, online classes, webinars, self-study with programs developed by professional organizations such as ASHA
- MS 1978 from Southern CT State College
- BA 1976 from Southern CT State College

**Accreditations**

- Prompt training November 2008
- Certificate of Clinical Competences
- State of Connecticut Health License
- State of CT Education Certification

**References**

- Available upon request



# AMANDA BASTING

## CAREER PROFILE

A skilled and professional speech-language pathologist. Experience with assessment, evaluation, and treatment of a wide range of communication disorders, as well as collaboration with other professionals. Acquisition of Certification of Clinical Competence by the American Speech Language Hearing Association upon the completion of a 9-month clinical fellowship in Speech-Language Pathology. Seeking a position in a well-established organization to utilize acquired skills and knowledge.

## PROFESSIONAL STRENGTHS

- Ability to work independently and collaboratively
- Excellent written and verbal interpersonal communication skills
- Working knowledge of speech, language, and cognitive communication disorders as well as dysphagia
- Individual-centered approach to therapy

## PROFESSIONAL WORK EXPERIENCE

**Speech-Language Pathologist, AllStar Therapy, LLC** June 2012 — Present  
*Shelton, CT*

- Provide speech, language, cognitive-linguistic evaluation and treatment
- Manage a full caseload at two skilled nursing facilities comprised of both sub-acute rehab and long-term care patients with a variety of diagnoses, including dementia, Parkinson's disease, oral/pharyngeal/esophageal dysphagia, spinal muscular atrophy, receptive and expressive aphasia, dysarthria, apraxia of speech, cognitive-linguistic impairment
- Perform bedside swallow evaluations and facilitate dysphagia treatment; assess and determine patient need for FEES (Fiberoptic Endoscopic Evaluation of the Swallow) or MBS (Modified Barium Swallow)
- Observe FEES completed at bedside and consult with FEES specialists to determine safest, least restrictive diet and recommendations for appropriate compensatory strategies
- Participate in continuing education courses/conferences focusing on various topics (e.g. esophageal dysphagia and cognitive communication disorders)

**Student Manager, Ithaca College Office for Students with Disabilities** November 2006 — August 2011  
*Ithaca, NY*

- Assist with creation and implementation of office policies and provisions for students with disabilities across campus
- Create in-service presentations across campus to raise awareness of various topics associated with disabilities (e.g. universal design)
- Serve as proctor, reader, scribe for students with disabilities
- Assist students with time management and organizational skills
- Assist with scheduling and coordination of testing placements for those students requiring extra time for exams

## CLINICAL EXPERIENCE

**Speech-Language Pathology Student Clinician, Sir Alexander Ewing Speech and Hearing Clinic** Spring 2010, Summer 2011  
*Ithaca, NY*

- Adult populations: accent modification, voice, AAC
- Preschool population: phonological process disorder

**Speech-Language Pathology Student Clinician, Lifespan Therapies** Spring 2011  
*King Ferry, NY*

- Provide early intervention to children in Cayuga County
- Provide speech and language services to children in various schools of Cayuga County

**Speech-Language Pathology Student Clinician, Center for Life Skills** Fall 2010  
*Ithaca, NY*

- Provide the expertise to guide participants through a wide variety of activities designed to improve quality of life for individuals who have experienced a stroke or other neurological disorder in collaboration with occupational therapy, physical therapy, and recreational therapy students
- Provide cognitive communication therapy for two individuals with right-CVA

**Speech-Language Pathology Student Clinician, Head Start**  
*Trumansburg, NY*

Fall 2009

Developed and enhanced critical linguistic elements including semantic development, morphological-syntactic development, phonological awareness, cognitive skills, discourse skills, and social play.

#### EDUCATION

**Master of Science in Teaching Students with Speech and Language Disabilities**

December 2011

3.85 GPA, Ithaca College, Ithaca, NY

**Bachelor of Science in Speech Language Pathology and Audiology, Deaf Studies Minor**

May 2010

3.89 GPA, Ithaca College, Ithaca, NY

#### LEADERSHIP AND HONORS

Recipient of Graduate Assistantship (*August 2010 – December 2011*)

- o Teaching Assistant for the following courses:
  - Speech and Language Disabilities in Educational Settings
  - Normal Language and Literacy Development
  - Medical Topics in Speech Language Pathology

NSSLHA (National Student Speech, Language, Hearing Association) Vice President (*May 2009 – May 2010*)

Recipient of Baker Jones Award for Most Outstanding Clinician (*May 2010*)

Presented independent study on child discourse development at the American Association for Behavioral and Social Sciences National Conference in Las Vegas, NV (*February 2010*)

## Statement of Qualifications and Work Plan

### Therapeutic Services (Speech Language Pathology)

EBS therapists are highly qualified and knowledgeable about educationally relevant school-based services. They are skilled in working with students in accordance with their Individualized Education Program (IEP), being part of and/or developing IEPs, performing appropriate diagnostic and evaluative testing, report writing, data collection and progress monitoring. EBS therapists collaborate with the entire IEP team to ensure appropriate decision-making and service delivery. EBS therapists are active members in IEP and PPT meetings. EBS provides training and resources for therapists who work in specialized settings to ensure effective treatment.

#### Speech-Language Pathology:

EBS Speech-language pathologists are highly-qualified to serve students from diverse linguistic and cultural backgrounds. Services include: prevention and pre-referral, screening, assessment/evaluation, consultation, diagnosis, treatment, intervention, management, counseling, collaboration, and timely documentation. They address typical and atypical communication in speech sound production and articulation, resonance, voice, fluency, language (comprehension and expression—including literacy, prelinguistic communication, pragmatics (social skills), phonology, morphology, syntax and semantics), and executive functioning and cognition, including: attention, memory, sequencing and problem solving.

### **Staff**

EBS national and regional directors are among the top therapists in their fields. Many have led school districts of their own as well as participated in key roles with ASHA (American Speech and Hearing Association) the governing body that sets the national standard for best practices. EBS maintains an extensive clinical support team consisting of former special education directors, therapists, teachers, and university professors that effectively become an extension of your team.

EBS staff is trained and knowledgeable in the educational versus medical model of therapy. In addition, EBS leadership and support team are experts in providing training and resources to districts around the nation on this very topic. We have a comprehensive software solution to managing and analyzing caseload versus workload, which also allows EBS to foresee any potential challenges and provide support before the challenges become problems.

## Supervision of Personnel

1. EBS has a Leadership and Support Team of experienced professionals with specific training in support and mentorship of employees working in a school-based setting. Each EBS Leadership and Support Team member has specialized areas of expertise, and these professionals are utilized to support employees as needed for specific training or specific needs of the district. The team meets with employees at regular intervals throughout the year, and members will meet with the district when necessary. The district can utilize these EBS Leadership and Support Team members to ask questions, to make on-site visits, to provide and/or receive feedback, to coordinate trainings as necessary, and to check in with districts and employees to ensure high quality provision of services.

The clinical support team will provide an orientation to all of the therapists assigned to Waterbury before the beginning of the school year to include any special training deemed necessary by the district. EBS Leadership and Support Team will conduct structure quality assurance visits as needed or requested and will provide feedback to the district regarding strategies to enhance therapy programs. Quality Assurance visits will include discussion on any or all of the following topics:

- Scheduling/paperwork guidance
- Problem-solving for unique situations
- Therapy and evaluation guidance
- Caseload Analysis
  - Ensure appropriate frequency and intensity of services
  - Identify and reduce caseload size when appropriate
- Documentation Review
  - Ensure development of quality IEPs
  - Confirm attendance records and Medicaid documentation are maintained
  - Verify therapy logs and data collection and analysis

These visits also allow the team to conduct needs assessment for any potential professional development that EBS can provide to the therapists, including those working for EBS and those working for Waterbury.

## **EBS Supervisors Assigned to Waterbury Public Schools**

**Meredith Finnie, Local SLP Supervisor** – Since 2004, Meredith has been a member ASHA and the Connecticut & Massachusetts Speech-Language Hearing Associations. Her involvement with ASHA consists of being an active member with Division 1, 11, and 16. Her involvement with MSHA includes volunteering with the state conventions (introducing presenters), serving on the Executive Council as the Chair of School Affairs, VP of Education and Planning, Secretary/Treasurer and currently President. She has been a co-presenter for MSHA's annual Student event for the past 5 years and this year we completed it for ASHA CEUs. Meredith is in Waterbury Public Schools on a regular basis providing training and mentorship to our therapists.

**Jill Parmenter, M.H.S., CCC-SLP** is a speech-language pathologist with 16 years of experience providing therapy, primarily in the school setting. She has worked with students in Pre-Kindergarten through 12th grade with a particular focus on working with secondary students, students with autism, and on writing and implementing goals to collaborate with teachers for all curriculum subject areas. She has also been a Regional Director for EBS and has worked with EBS for 15 years. Jill has presented at school districts across the country, as well as at state and national conventions and university programs, on a variety of topics such as Supervision and Mentorship, Response to Intervention (RTI), Connecting Therapy with Curriculum Standards, Documentation and Data Collection, and Collaboration and Inclusive Practices. She is a member of several ASHA Special Interest Groups (SIG 1, 11, 16), has previously served as the Associate Editor for the ASHA Special Interest Group 11: *Perspectives on Administration and Supervision* publication, and was a member and frequent presenter for the ASHA Special Interest Group 16 Professional Performance Review Process for the School-Based SLP Committee. Jill is also a published author with articles published in the ASHA SIG 16 *Perspectives on School-Based Issues* and in the ASHA SIG 11 *Perspectives on Administration and Supervision*. Currently, Jill is the Quality Assurance Director for EBS, and she is also the ASHA Continuing Education Administrator for EBS.

**Melanie W. Hudson, M.A., CCC-SLP, ASHA Fellow** has over 30 years of experience as a speech-language pathologist in public schools and has also worked in private practice and university settings. She currently serves as the Vice Chair of the ASHA Speech-Language Pathology Advisory Council, and as a member of the ASHA Board of Ethics. She served on ASHA's Board of Special Interest Group Coordinators as the Coordinator for Special Interest Group 11, Administration and Supervision, and on ASHA's ad hoc committee on Supervision in 2013. She is co-editor and chapter author for the 4<sup>th</sup> edition of "Professional Issues in Speech-Language Pathology and Audiology," (Lubinski & Hudson; Delmar, Cengage Learning, 2013). She is a former President of the Georgia Speech-Language and Hearing Association, and received their Honors of the Association Award in 2014. She also serves on the Georgia Board of Examiners for Speech-Language Pathology and Audiology. She presents on topics related to school-based services, autism spectrum disorders, clinical education (supervision/mentoring), and professional

ethics. She is a Director at EBS and serves as a mentor and supervisor in Connecticut and New York. She also provides direct services to the districts as needed.

**Jose Galarza, M.A., CCC-SLP** is a bilingual speech-language pathologist currently working as the Program Director for Multicultural and Bilingual Programs for EBS Healthcare. Jose received his BA in Communication and Spanish from DePaul University and his MA in Speech and Language Pathology from Northern Illinois University. His clinical focus has primarily been assessing and treating bilingual children from preschool age through eighth grade. Jose also supervises trips abroad through the EBS United division for therapists who wish to enhance their bilingual skills while working in tandem with therapists from other countries. He is an active member of the American Speech Language Hearing Association as well as ASHA Special Interest Group 14. He makes presentations to school districts throughout the United States on bilingual and multicultural issues facing SLPs in public school and early intervention settings. He has also presented at the state, national and international level. In addition, Jose mentors and supervises speech-language pathologists and clinical fellows on a daily basis, and he provides direct services in school districts as needed.

2. EBS has a proven track record of assisting school districts across the country with their special education needs, initiatives and objectives. EBS has unrivaled access to knowledge and research in every area of the field, giving us the ability to bring theory and research into everyday evidence-based best practices in the classroom. EBS therapists are trained and qualified to provide specially designed therapy methods and instruction to meet the unique needs of students with disabilities. They are knowledgeable about the general education curriculum and Common Core State Standards as well as providing services in the least restrictive environment (LRE), promoting carryover and success in the classroom, and the availability of resources appropriate to the students through the school district board of education.

Nationally, we are engaged with hundreds of school districts ranging from remote, rural school districts to many major urban school districts. These engagements range from the use of one EBS therapist to 90+ EBS therapists within a given school system. Some examples of our partner school districts in urban areas similar to Waterbury include: Bridgeport, CT; New Haven, CT; Jacksonville, FL; Miami, FL; New York, NY; Nashville, TN; Atlanta, GA; Philadelphia, PA; Seattle, WA; Chicago, IL; Dallas, TX; Houston, TX; Los Angeles, CA; San Diego, CA; Tucson, AZ; Las Vegas, NV; and Indianapolis, IN. We have been able to meet the needs of the districts we partner with by providing special education professionals that are highly-qualified and have the appropriate skill sets to address the different challenges that are present in urban school settings.

In each of these engagements our partner schools quickly learn that EBS operates differently than other companies. All schools are struggling to do more with less. EBS partner schools experience first-hand the EBS desire to do much more than just provide highly qualified therapists. They see the willingness of the EBS team to help them with

their programs and provide not only training, but follow through with that training to ensure district initiatives are being met. They witness the quality of our professionals, the extremely high caliber of our leadership and the multiple layers of support to assist where needed.

The EBS team works every day to refine best practices to improve service delivery to schools and will work for your district within your existing environment to assist your unique programs.

EBS will continually seek ways in which we can assist and partner more closely with Waterbury Public Schools. EBS will contribute to this partnership by providing no cost training, management and consulting to assist Waterbury in meeting special education initiatives and objectives. We look forward to the opportunity to sit down with your Special Education management team and further discuss ways we can be of service.

\*Please see references listed elsewhere in this proposal.

3. EBS is able to attract and retain the best school based clinicians because of our reputation and support programs. We also provide orientation and training before beginning the school year. These programs are specifically aligned with Waterbury Public Schools rules and regulations. In addition, all EBS therapists will be educated and trained in the United States, and will have the appropriate licensure and certification for the state of Connecticut. All EBS employees will also have knowledge and experience with federal and state laws and regulations governing the services of school based speech language pathology, occupational therapy and physical therapy.

EBS therapists will perform all services required by Waterbury Public Schools. These services include student assessment, program development, treatment, and ongoing parent/staff consultation and collaboration. Our therapists will provide services in compliance with IDEA and Waterbury requirements. Each EBS employee will have the appropriate Connecticut license and/or certification, and will be well-acquainted with the laws and professional code of conduct related to his or her field of expertise.

Continuity of care is essential. EBS therapists understand the importance of regular and consistent service. They are expected to anticipate and prepare for changes in the school calendar and daily schedule in order to minimize disruption in therapy. Caseloads are handled in an organized and efficient manner. Student progress is closely monitored, documentation of service delivery is clear and precise, records are kept secure, and pupil confidentiality is maintained.

EBS employees follow the policies and procedures set forth by the school district to ensure that student goals and objectives are addressed accordingly. Our experienced clinical support teams are available to teach advanced strategies to providers that will subsequently be able to further enhance curriculum integration into various service

delivery models. Our employees adhere to the requirements established by Waterbury Public Schools in monitoring student progress, consulting and collaborating with parents and teachers, setting goals for achievement and using a timetable for improving achievement. Our reports are consistent with the timetable and format used by Waterbury Public Schools.

EBS personnel are well-trained professionals with proper accreditation and licensure. They are typically graduates from the top colleges and universities in the United States and are well-versed in the latest therapy and teaching techniques; they are experts in school-based treatment; and they participate in ongoing continuing education. EBS therapists endure a thorough prescreening process including extensive internal interviews and reference and background checks to ensure high quality. EBS works with the district to match these high-quality therapists into roles that best fit their skill set and the district's needs, resulting in better continuity of care overall.

Our consistent commitment to all our clients' programs and integration of standards has resulted in outstanding success and our employees have been continually invited back. Our Connecticut therapists have worked with school-age children with a variety of disabilities ranging from moderate to severe, including autism, behavioral disorders, speech impairment, and sign language.

As the largest provider of educational-based therapists in the country, we are able to match each therapist with an appropriate position to which they are committed. Every position filled by an EBS employee matches the skill-sets of the individual, thus providing the maximum chance for success. Additionally the management support team can help a therapist when they have a particularly difficult caseload or when working with disabilities that they have less experience with. For these reasons we can ensure that your therapy needs are met for the duration of the contract.

4. EBS is the largest provider of school based special education professionals in the country. It is through our extensive national team that we are able to provide experienced, Connecticut licensed and qualified therapists upon request by Waterbury and without delay. EBS has a network of over 200,000 therapists from across the country. Our Human Resource Specialists are able to quickly access these individuals through our networking system. Every day EBS has a team of over 100 HR Specialists using the latest techniques to screen and hire talented candidates. EBS National and Regional Coordinators perform university outreach programs, attend local and national conferences and network to find qualified candidates for Waterbury Public Schools. EBS also has university professors working throughout the country. These respected professionals understand what a vital role EBS plays in the special education community, and they help in the hiring of highly qualified therapists. The main focus of EBS is to give back to the special education community that we have worked with for so long, and we sponsor as well as attend a number of the regional and national special education conventions including ASHA and state conferences.



5. EBS will offer services for speech-language pathologists to Waterbury Public Schools. All EBS professionals will hold undergraduate and master's degrees in their field from an accredited, post-secondary institution as well as active professional certifications from CT Health Department and the CT State Department of Education according to Connecticut law. EBS has a licensing and credentials department that works with each employee to ensure that they meet all licensure requirements for their profession. Every EBS therapist will be properly licensed before beginning an assignment with Waterbury Public Schools. EBS will provide copies of resume, license, Connecticut State Certifications, Fingerprinting and Criminal Background Check and TB Clearance to Waterbury via fax or email before acceptance of placement.

6. EBS professionals understand the difference between the medical model of service delivery and services based on educational need (i.e. educational vs. medical model of delivery). We are a school-based company that can ensure your students receive excellent care in a cost-effective manner. Our speech-language pathologists, occupational therapists and physical therapists are proud of their professional and compassionate delivery of services. They see themselves as your employees and act accordingly. They are expected to comply with administrative rules and handle any conflict in a diplomatic and professional manner.

Our therapists are also mindful of efforts to maintain least restrictive environment for each student. They understand that service delivery does not necessarily require removing the student from the classroom. Therapy or teaching may be integrated into classroom instruction or may be consultative. When the nature of a student's condition requires only temporary therapeutic services when a student is learning a new skill or is transitioning into a different learning environment—direct services may be indicated for only a brief period (e.g., once a week for a two-month duration). Once the classroom teacher is adequately employing the recommended strategies for the student, direct services may be withdrawn. EBS therapists can also participate in the RtI process, thus helping to prevent unnecessary referrals for special education services by analyzing and addressing barriers and facilitators to performance within the context of the educational environment.

Our employees work hard to establish supportive and trusting relationships with your instructional and administrative personnel. As participants on a multidisciplinary team, they screen and/or evaluate students to help determine eligibility for services. They contribute to the development of each student's Individualized Education Plan (IEP) and direct their efforts toward the development of skills that promote academic, functional and vocational learning. Interventions are designed to directly advance the educational objectives specified within the IEP.

EBS recognizes that therapy eligibility requires that the child's language or articulation interferes with his/her ability to benefit from his education program. As a member of the multidisciplinary team, our therapists help determine eligibility. Speech-language

pathology and other related services are recommended only when the services are necessary for the student to benefit from his/her IEP. Services are considered appropriate when they facilitate the attainment of the goals and objectives identified in the student's IEP.

Though the EBS therapist will make appropriate recommendations to the multidisciplinary team, the decision as to whether a student requires related services is reached collaboratively by the entire team. Eligibility for various services is determined within the following guidelines:

With recommendations from the EBS therapist, the multidisciplinary team will discuss and identify how the student's individual strengths and weaknesses relate to his or her learning. Our personnel are well aware that services must be educationally related and do not presume that a student with an identified language impairment is automatically eligible for school-based therapy. When a student's needs can be adequately addressed through regular school activities, direct therapy will not be recommended.

Certain students may require therapeutic intervention for the duration of the IEP year. Others may require only temporary therapeutic services, such as when learning a new skill or transitioning into a different learning environment. Once the classroom teacher is adequately employing the recommended strategies for the student, direct services may be withdrawn. Regardless of whether the student receives short-term or long-term therapy, or whether the therapy is in a pull-out or push-in model, EBS therapists collaborate and consult with classroom staff to further benefit the student. Progress occurs more quickly when therapy is integrated into the other areas of the student's school day because it allows for the generalization of skills across various environments. In addition, our therapists recognize the need for efficiency and cost effectiveness. They coordinate with teachers and other therapists to minimize overlap. Every effort is made to avoid duplication in services.

As stated before, the team must determine whether speech-language pathology and/or other related services are necessary for the student to achieve an educational benefit from his/her program. Once eligibility is determined, the team develops clear measurable goals to ensure the student's needs are addressed. Aside from recommending goals/objectives, the therapist assists in developing a therapeutic plan with information on the type of related service, techniques to be used, length and frequency of service, whether the therapy is to be individually administered or done in small groups, and the method of measurement used to determine if the child has reached the goals set forth. Therapists will also participate in the development of specially designed instruction (SDI's) that will include therapeutic methods and strategies to address the student's unique learning needs and promote generalization of skills across environments.

7. Attached please see the resumes of EBS proposed staff. Some of these professionals are already certified and working in Connecticut, and others are relocating to the Waterbury area. EBS has the ability to provide sufficient levels of staff to meet the needs of Waterbury Public Schools. All professionals will be certified in the state before the beginning of the 2017-18 school year. Generally, EBS experiences a retention rate of approximately 87% year over year. Waterbury Public Schools will have the opportunity to conduct personal interviews of all proposed staff and will have final say in the selection of candidates.

8. Every EBS SLP working with in your district will have school based experience and will be familiar with the educational model of therapy. Our human resources and therapy support teams evaluate their knowledge of school based services by examining previous coursework and previous work experiences. The therapists provided to your district will all have experience in the principles, methods and procedures used to determine the need for Special Education services and will have experience writing Individualized Education Plans (IEPs). This includes knowledge of various standardized assessment tools used for a school-based setting and informal evaluation methods to complete authentic assessments of students to determine eligibility for services. In addition, they will each have knowledge and experience with Response to Intervention (RTI) to ensure students are appropriately identified and referred for Special Education evaluations.

Our EBS SLPs will also be able to design and implement individualized goals and objectives, conduct evaluations and screenings, assess and report on progress, observe, design and implement treatment plans, identify appropriate accommodations, assistive and communication devices, design and implement research based early intervention and treatment plans, identify teaching strategies for students with related academic and educational needs, train and instruct staff and provide any other related services required by Waterbury Public Schools. Our therapists have been trained on the use of curriculum standards to collaborate more effectively with other team members and to write IEP goals that are educationally relevant. In addition, EBS provides extensive training on data collection and progress monitoring. Therapy treatment plans are designed to allow students to access their curriculum and to facilitate carryover of skills into the classrooms. Our EBS therapists will work with the IEP team members to determine where services are delivered to ensure the least restrictive environment (LRE) for service delivery. Their goal is to move students as quickly as possible toward a greater level of independence and participation in the classroom by supporting them with appropriate therapy services, modifications, and accommodations. EBS therapists are trained in various service delivery models, including several different models of inclusion/push in therapy in the classrooms. Caseloads are evaluated at regular intervals by both the therapists and the EBS Support Team members so that each therapist remains mindful of students who may be able to move to less direct service time or even be exited from services. As a recognized provider of Continuing Education services, EBS is also able to provide additional specialized training to both EBS therapists and other members of the Waterbury Public Schools team as needed.

9. EBS is a current provider of special education services to Waterbury Public Schools. EBS personnel will continue to follow City and District procedures, guidelines and other requirements as set forth by Waterbury District representatives, including qualification and exit procedures. EBS employees will all obtain satisfactory criminal background checks, fingerprinting and drug screening.

10. EBS personnel adhere to all policies and procedures of Waterbury Public Schools. Each SLP, OT and PT shall provide timely and complete reports as requested by Waterbury staff and provide to the District Medicaid documentation in a form and manner acceptable to the District and which is in compliance with the State of Connecticut Department of Social Service regulations and other relevant law.

### **Scope of Services**

1. EBS agrees and is able to provide up to 10,530 hours of speech language therapy to the students of Waterbury Public Schools. Please see the resumes that are included with this proposal for current available candidates to fill the open positions for the 2017-18 school year and summer. EBS understands that all hours billed must be for work performed during school hours on days the school is in session with the exception of homebound services.

2. EBS understands and agrees that all therapy and related services will be provided by CT licensed and qualified speech pathologists, occupational therapists and physical therapists. All EBS special education professionals will be CT licensed and certified before the beginning of the 2017-18 school year. EBS has the ability to provide qualified candidates to Waterbury Public Schools without delay to fill the immediate and changing needs of the District both in school and homebound settings. EBS will provide the District the opportunity to interview each pathologist or therapist proposed to determine if the person is appropriate to work with District students. EBS also does an extensive internal interview process to determine each candidate's skillset and their ability to perform school based therapy. This screening will occur before the candidate is submitted for review by the District. EBS will also insure that all pathologists and therapists working in the District will have satisfactory criminal background checks, drug tests, and dcf registry checks as required under law and will provide the District proof upon request.

3. The EBS speech pathologists will work under the guidance or direction of District personnel. EBS therapists will also have EBS mentorship and support available when needed. All EBS therapists will comply completely with all District requests. EBS therapists will perform the same job functions as Waterbury employees. They will be assigned student caseloads and other related responsibilities and be expected to act in the same manner as District employees. They will also participate in planning and

placement team meetings for individual students and provide any other services upon the request of the District.

4. The EBS speech pathologists will collaborate, train, assist, co-teach, obtain professional development and consult with Waterbury staff. EBS also has the ability to provide ASHA approved CEU events for all therapists in the district. This can be done at no cost to the District and will count towards continuing education credits for certification purposes.

5. EBS will provide highly qualified therapists and pathologists who will utilize best practices and research based interventions within the standards of the profession or as set forth by the District. EBS is able to attract and retain the best school based clinicians because of our reputation and support programs. We also provide orientation and training before beginning the school year. These programs are specifically aligned with Waterbury Public Schools rules and regulations. In addition, all EBS therapists will be educated and trained in the United States, and will have the appropriate licensure and certification for the state of Connecticut. All EBS employees will also have knowledge and experience with federal and state laws and regulations governing the services of school based speech language pathology.

6. EBS will supervise its pathologists and therapists and monitor services provided and time billed by each and adherence to the terms and conditions of the contract. All EBS employees will also have knowledge and experience with federal, state, local, and district laws, policies, procedures, regulations and ethical standards. EBS therapists will provide reports to District administrative staff prior to public review.

7. Each EBS speech pathologist will provide timely and complete reports as requested by Waterbury staff and provide to the District Medicaid documentation in a form and manner acceptable to the District and which is in compliance with the State of Connecticut Department of Social Service regulations and other relevant law. Our supervisors in the district will ensure that all reports are timely, accurate and complete before they are submitted to the District.

8. EBS will submit prompt bills for services rendered no later than 30 days after the services were provided with supporting documentation as request by the District. All EBS therapists will fill out weekly timesheets that must be approved the District. Once approved, the timesheets will sent to EBS and a monthly invoice will be created. The invoice will be sent to the District on a monthly basis with all timesheets attached to document hours worked. EBS supervisors will monitor the hours of service to insure compliance with the terms and amount of the contract and will note the hours used and remaining under the contract. All of this information will be noted on each invoice submitted to the District.

9. EBS is a corporation established and managed by special education professionals. EBS prides itself on its support and customer service, ultimately becoming a partner to the district and an extension of the Special Education Department. In our partnership, Waterbury will be assigned a relationship manager (coordinator) from EBS who works directly with the school district on a daily basis. In the case of Waterbury Public Schools, this manager is Ms. Susan Dagdigian. Susan will coordinate and streamline the process of bringing new therapists in and working with those currently in the district. She will be the main contact person for Waterbury, and will be available 24 hours a day, seven days per week. Susan will work with Waterbury to assess the current special education needs of the district, manage the interview process between each candidate and Waterbury, as well as coordinate start dates and any other start up information.

As the largest national provider of special education professionals, EBS maintains a consistent pool of candidates that will be ready to begin work at Waterbury with very short notice. In addition, our state and regional managers will all be Connecticut licensed SLPs that can be called upon to provide therapy in emergency situations to avoid service delays. If there are gaps in service or unexpected leaves of absence, EBS managers and supervisors will be ready to step in and fill the role to avoid any breaks in service. Susan will be in regular contact with representatives from Waterbury and will keep them apprised of any gaps in service, and how any missed services will be completed.

**Additional Information: Default, Litigation, Etc.**

- a. EBS has never failed to complete any work awarded to the organization
- b. EBS has never defaulted on a contract.
- c. EBS is not subject to any pending litigation which could affect our organization's ability to perform this agreement.
- d. EBS has never had a contract terminated for cause.
- e. EBS has not been named in any lawsuit related to errors and omissions within the past five years.
- f. EBS has never filed for protection under the Federal bankruptcy laws at any time during its existence.
- g. EBS has never exceeded the amount of the contract the organization was awarded except in cases where addenda were issued which increased the overall amount of the annual contract. EBS has never gone over budget on any contract awarded to the organization.
- h. There are no other factors or information that could affect EBS's ability to provide the services being sought about which Waterbury should be aware.

**Exceptions and Alternatives**

No Exceptions or Alternatives

**Additional Data**



## ***Additional Services and Materials***

### **Customer Support Services**

#### **Monthly Reporting Tools**

EBS supervisors are proactive in driving quality assurance in our partnering districts. Through our mentorship and support program, supervisors will maintain ongoing communication, onsite observations, caseload analysis and caseload reporting to identify potential areas of needed support before they become a problem. EBS has developed multiple tools and software programs to ensure accountability for direct and indirect services in a variety of ways. We have built systems for scheduling, tracking attendance and minutes met as well as logging pertinent notes. These systems are created specifically for our partnering districts. With our exclusive partnership with Caselite Management System we also have the capability to customize the program to align to your districts specific requirements. EBS has also developed a Four-Week Orientation and Self-Study Program for our therapists. Examples of other tools and programs that EBS has developed that can be customized specifically to your districts' needs include:

- EBS Employee Support Site Visit Form
- EBS Caseload Analysis Chart
- Quarterly Caseload Report
- Quality Assurance Report
- Checkout Lists

EBS understands the importance of consistent, high-quality services. We have various ways to ensure not only that therapy time is accounted for, but that the therapy is of high-quality, educationally relevant, and evidence-based. Our ongoing mentorship and support program provides our special education professionals access to national network of experts, customized trainings, and evidence-based resources. Our therapists can obtain additional information about specific diagnostic categories depending on their caseload. EBS supervisors can then support them in integrating this information into both assessment and intervention of students. EBS experts can address topics from Rtl, Autism, Language Difference vs. Language Disorder, etc. Our expertise and resources help our special education professionals stay abreast of any new research or evidence-based intervention techniques.

\* All of the forms referenced above can be supplied to Waterbury upon request.



## Caselite Management System

Caselite is a web-based total management solution for transparency and delivery of services including customizable reporting and direct service time. This software will enable Waterbury to collect data on all pertinent aspects of your special education program, ultimately saving the district time and money.

With the **Caselite District Dashboard**, Waterbury will have the ability to view the daily time demands on each special education professional, and view real-time district-wide metrics like:

- Workload vs. Caseload
- Headcount
- Average Group Size
- Impairment Distribution
- Grade Distribution
- Time in Direct Services vs. Other Activities

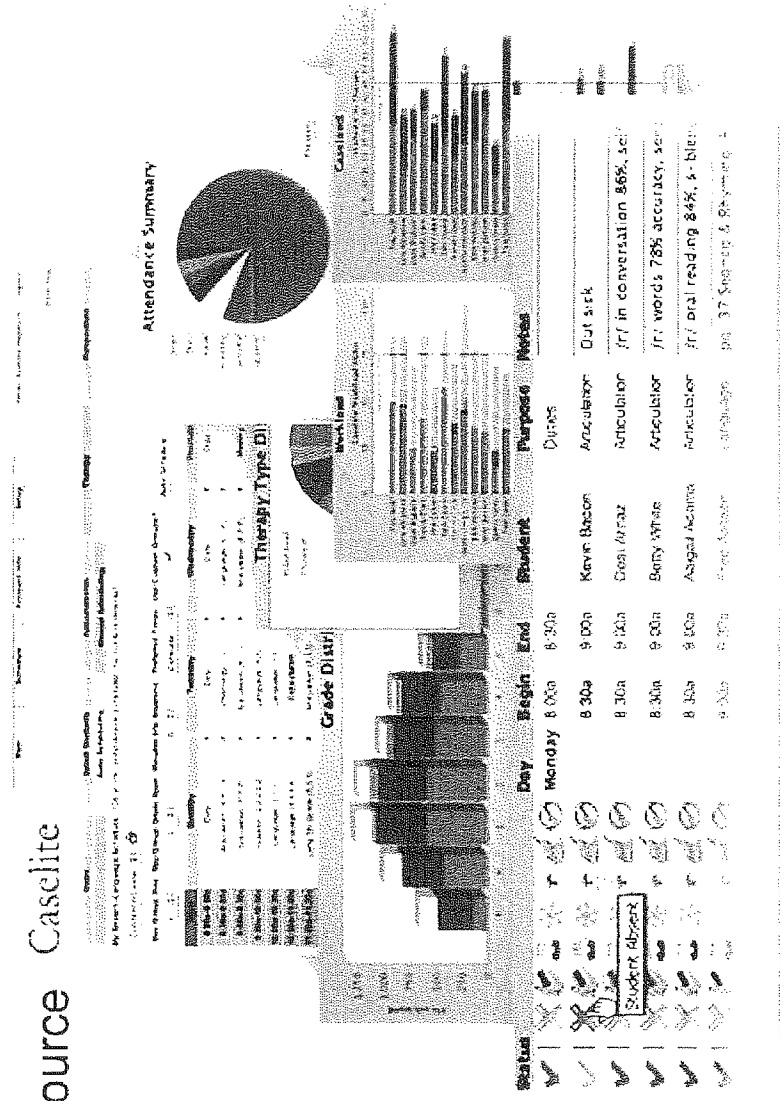
Schedules are jam-packed with valuable information about students, interventions, and employee workload. Caselite extracts this information from employee schedules in real-time, and pulls it into the district dashboard. EBS can customize a dashboard for Waterbury utilizing whatever metrics requested. Caselite helps establish a consistent and proven process for districts. What's more, Caselite's exclusive **Workload Analysis Tools** allow districts to compare employee workload and headcount side-by-side, and see who is above the district-wide average bar. This will allow Waterbury's special education department to balance resources based on time demands.

EBS has the ability to fully customize Caselite Software to tailor it to the needs and required metrics of Waterbury. Monthly reports can be generated using the metrics put in place and can be updated or changed as needed.

# EBS Management System

Caselite is a total management solution for transparency and delivery of services including customizable reporting and direct service time :

- Special Education / Resource Caselite
- Speech & Language
- Physical Therapy
- Occupational Therapy
- Gifted & Talented
- Psychology
- Social Work
- Adapted PE



• Vision / Orientation & Mobility

• English Language Learners (ELL)

Caselite

# Record Keeping Reports

Attendance records become actionable reports – viewable by District Administrators

Records [Add New Record] [View This Week By Student]

Based on Schedule: Choose a Schedule > [Delete All] [Done]

Show: Whole Week, Monday, Tuesday, Wednesday, Thursday, Friday

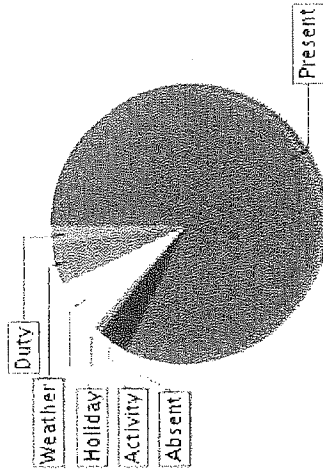
Mark All: Present, Absent, Educational Activity, Holiday, Incentive, Weather, Personal Leave, Unrelated Duty, Other

Status	Day	Begin	End	Student	Purpose	Notes	Actions
<input checked="" type="checkbox"/>	Monday	8:00a	8:30a		Bus Duty		Edit

Paul Robeson - Student Detail

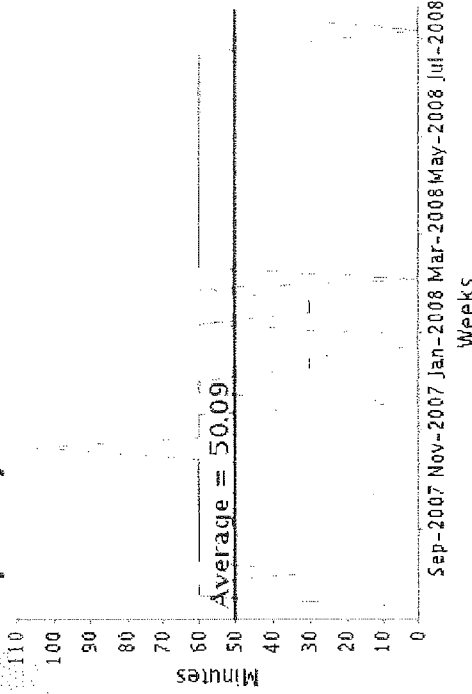
7/16/2007 to 7/14/2008 [Refresh]

## Attendance Summary



Reports have adjustable dates

## Frequency of Service Over Time



Present Absent Activity Holiday Weather Duty

Date	Begin	End	Status	Minutes Present	Minutes Missed	Purpose	Notes
2008-07-14	8:30a	10:00a	Present	30	0	Articulation	Initial session
2008-07-09	9:00a	9:30a	Absent	0	30	Articulation	Out sick

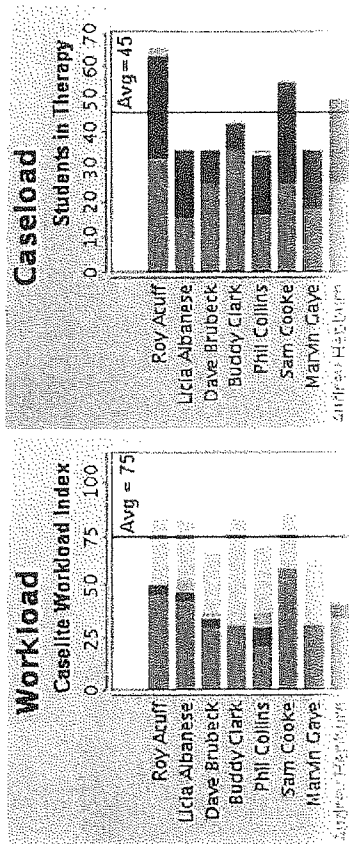
View records for the district, a practitioner, or a student

Caselite



# District Benefits: Better Decisions

Should the squeaky wheel always get the grease?



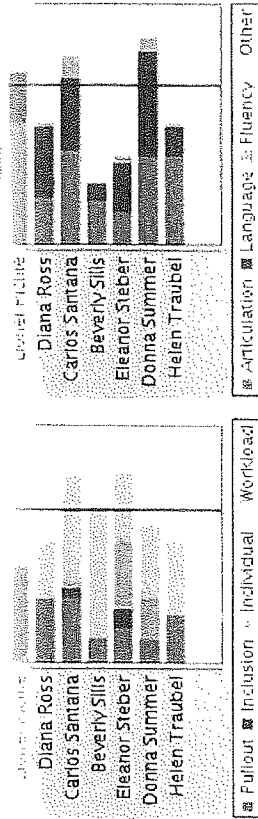
You may be surprised how sometimes things aren't always as they seem...



Tom has 2x the students, but Eleanor has more work!

Caselite's exclusive Workload Analysis tools help district leaders...

- Compare workload and caseload side-by-side.
- See who is above the district-wide average bar.
- Contrast headcount with time commitments.
- Identify which wheels truly need the grease.



Caselite

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

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

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

- declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

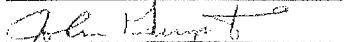
Full Legal Name and address of Recipient, Vendor, or Contractor:

EBS - Educational Based Services  
200 Skiles Boulevard  
West Chester, PA 19382

Print Name and Title of Authorized Representative:

John Gumpert, Special Education Coordinator

Signature of Authorized Representative:



Date: 3/2/2017

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

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

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Pennsylvania

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

County of Chester

John Gumpert, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** of EBS - Educational Based Services (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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

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

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

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

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

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 Susan Esdarelli	SLP	EBS	SLP	3/19/55
2 Ethana WAKSZUL	SLP	EBS	SLP	7/4/86
3 Necha Lehman	SLP	EBS	SLP	2/13/90
4 Brila munk	SLP	EBS	SLP	10/10/91

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

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

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



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

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

	Name	Title	DOB	Stock %
1	MARK STUBBS	President	12/12/1961	100
2				
3				
4				

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

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

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

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

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

\_\_\_\_\_  
For Partnership/Sole Proprietor

In presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Partnership/Business



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

State of Pennsylvania )  
 ) SS  
County of Chester )

\_\_\_\_\_ being duly sworn,  
deposes and says that he/she is Special Ed. Worker of EBS and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 2<sup>nd</sup> day of MARCH 2017.

JESSE J MELLIN  
(Notary Public)

My Commission Expires: 9/18/2019



COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
JESSE J. MELLIN, NOTARY PUBLIC  
CITY OF WEST CHESTER, CHESTER COUNTY  
MY COMMISSION EXPIRES SEPTEMBER 18, 2019

CITY OF WATERBURY  
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2017)  
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

*Provision of Speech Language Pathologists*  
(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

**CITY OF WATERBURY  
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2017)  
Persons or Entities Conducting Business with the City**

**B. Purchase Order(s).**

**No Purchase Order(s) with the City**



[Empty rectangular box]

(Service or Commodity Covered by Purchase Order)

[Empty rectangular box]

(Date of Purchase Order)

[Empty rectangular box]

(Service or Commodity Covered by Purchase Order)

[Empty rectangular box]

(Date of Purchase Order)

[Empty rectangular box]

(Service or Commodity Covered by Purchase Order)

[Empty rectangular box]

(Date of Purchase Order)

**CITY OF WATERBURY  
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2017)  
Persons or Entities Conducting Business with the City**

**II. Financial Interest Disclosure**

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

**No Officials, Employees or Board and Commission Members with Financial Interest**

[Empty box for Name of Official]

(Name of Official)

[Empty box for Position with City]

(Position with City)

[Empty box for Nature of Business Interest]

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

Interest Held By:

Self  Spouse  Joint  Child

[Empty box for Name of Official]

(Name of Official)

[Empty box for Position with City]

(Position with City)

[Empty box for Nature of Business Interest]

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

Interest Held By:

Self  Spouse  Joint  Child

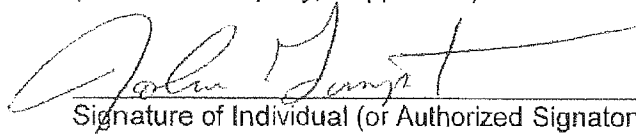
1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

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

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

I have read and agree to the above certification.

EBS - Educational Based Services  
(Name of Company, if applicable)

  
Signature of Individual (or Authorized Signatory)

3/2/2017  
Date

John Gumpert, Special Education Coordinator  
Print or Type Name and Title (if applicable)

DELIVERED | By Mail  Hand-Delivered

ATTACHMENT C

ROCCO ORSO  
DIRECTOR OF PURCHASING  
236 GRAND STREET  
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

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

1 2/28/17 4 \_\_\_\_\_  
2 \_\_\_\_\_ 5 \_\_\_\_\_  
3 \_\_\_\_\_ 6 \_\_\_\_\_

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

23-2720862  
Social Security Number  
or Federal Identification Number

Signature of Individual or Corporate Name  
John Gumpert  
Corporate Officer  
(if applicable)

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

Name John Gumpert  
By: Special Education Coordinator  
(Title)  
Business Address: 200 Skiles Boulevard, West Chester, PA 19382  
(City, State, Zip Code)

Phone: (800) 578-7906 x 214

Date: 3/2/2017

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.



CORPORATE RESOLUTION

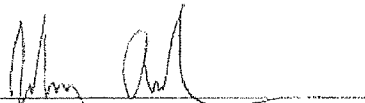
I, John Anderson, hereby certify that I am the duly elected and acting Secretary of EBS - Educational Based Services, a corporation organized and existing under the laws of the State of Pennsylvania, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 2<sup>nd</sup> day of MARCH, 2017.

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

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said EBS - Educational Based Services corporation this 2<sup>nd</sup> day of MARCH, 2017.

  
Secretary

## ATTACHMENT A

### Compensation and Cost Schedule

EBS typically works with school districts on a per hour basis. The hourly rate is an all-inclusive, and only applies to the hours that the therapist is working. Time off, holidays, sick time and lunch are not billable and EBS will not invoice Waterbury for these time periods.

EBS is company owned and operated by special education professionals. Our goal is to provide the highest qualified and best supported SLPs in the most cost-effective way. We understand the budgetary constraints put on schools, and we do our best to keep our rates as low as possible.

The following hourly rates are inclusive of all personnel and non-personnel expenses. These prices encompass the entire Scope of Services in this RFP.

#### 2017-18

Speech Language Pathologist	\$73.00 per hour
-----------------------------	------------------

#### 2018-19

Speech Language Pathologist	\$73.00 per hour
-----------------------------	------------------

#### 2019-2020

Speech Language Pathologist	\$73.00 per hour
-----------------------------	------------------

**PROFESSIONAL SERVICES AGREEMENT**  
**RFP No. 5720**  
**for**  
**OCCUPATIONAL AND PHYSICAL THERAPY SERVICES**  
**between**  
**The City of Waterbury, Connecticut**  
**and**  
**Access Rehab Centers, LLC**

**THIS AGREEMENT**, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Access Rehab Centers, LLC, located at 22 Tompkins Street, Waterbury, Connecticut 06708, a State of Connecticut duly registered domestic limited liability company ("Access").

**WHEREAS**, Access submitted a proposal to the City responding to **RFP No. 5720** for Occupational and Physical Therapy Services; and

**WHEREAS**, the City selected Access to perform services regarding **RFP No. 5720**; and

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

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

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

**1.1.** The Project consists of, and Access shall provide, up to 11,500 hours of Occupational and/ or Physical Therapy to students age 3-21 each year, and other related services. Service provided to the Waterbury School District shall be for the number of hours, days, or portions thereof as the District may need during the school year and during the summer as more particularly detailed and described in **Attachment A**, attached hereto and hereby made material provisions of this Contract. **Attachment A** shall consist of the following, are acknowledged by Access as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- i. City of Waterbury Request for Proposal Number 5720, for Speech and Language Therapy Services, consisting of 11 pages, excluding Contractor Compliance Packet and Sample City contract. (Attached hereto.)
- ii. Access' Responses to City of Waterbury Request for Proposal Number 5720, for Occupational and Physical Therapy Services, dated March 7, 2017, and Access' Cost Proposal for Request for Proposal Number 5720, consisting of 80 pages. ( Attached hereto)
- iii. Addendum Number 1 to City of Waterbury Request for Proposal Number 5720, dated February 28, 2017, consisting of 17 pages, (Attached hereto)
- iv. any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference)
- v. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate ( attached as part of Access's response)
- vi. Certificates of Insurance (Incorporated by reference)
- vii. All applicable Federal, State and local statutes, regulations charter and ordinances (Incorporated by reference)
- viii. 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 Access. 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:

- i. This Contract
- ii. Access' Response
- iii. Addendum Number 1

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

2.1. **Representations regarding Personnel.** Access represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by Access 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.** Access hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that Access and/or its employees be licensed, certified, registered, or otherwise qualified, Access and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, Access shall provide to the City a copy of Access's licenses, certifications, registrations, etc.

**3. Responsibilities of Access.** All data, information, etc. given by the City to Access and/or created by Access shall be treated by Access as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. Access agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where an Access disclosure is required to comply with statute, regulation, or court order, Access shall provide prior advance written notice to the City of the need for such disclosure. Access agrees to properly implement the services required in the manner herein provided.

**3.1. Use of City Property.** To the extent Access is required to be on City property to render its services hereunder, Access shall have access to such areas of City property as the City and Access agree are necessary for the performance of Access's services under this Contract (the "Site" or the "Premises") and at such times as the City and Access may mutually agree. Access shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Access shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Access, City may, but shall not be required to, correct same at Access's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

**3.2. Working Hours.** To the extent Access is required to be on City property to render its services hereunder, Access shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to Access, unless written permission is obtained from the City to work during other times. This condition shall not excuse Access from timely performance under the Contract. The work schedule must be agreed upon by the City and Access.

**3.3. Cleaning Up.** To the extent Access is required to be on City property to render its services hereunder, Access shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Access, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to Access.

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

**3.5. Standard of Performance.** All services, materials or equipment, provided under this contract, or intended for it, shall conform in all respects with the requirements of all this Contract, and in accordance with professional standards of said profession. The standard of care and skill for all services performed by Access shall be that standard of care and skill ordinarily used by other members of Access's profession practicing under the same or similar conditions at the same time and in the same locality. Access's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice

**3.6. Access's Employees.** Access shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

**3.7. Due Diligence Obligation.** Access acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. Access hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

**3.7.1** it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of Access to complete Due Diligence prior to submission of its proposal shall be borne by Access. Furthermore Access had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

**3.7.2** its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

**3.7.3** it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by Access, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with Access.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that Access has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8. Access therapists shall deliver periodic, timely, daily if possible, written reports to the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by Access and/or delivered by Access during the time period covered by the report, (iv) any and all additional useful and/or relevant information. Each report shall be signed by each speech pathologist. (v) provide progress reports as requires by the City regarding student progress.

NOTE: Access's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

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

5. **Contract Time.** Access shall commence all work and services on July 1, 2017 complete all work and services required under this Contract on June 30, 2020. ("Contract Time"):

5.1. Time is and shall be of the essence for all Project milestones and dates for providing and completing services for the Project. Access further agrees that it shall provide services, regularly, diligently and uninterruptedly as requested by the City, within the Contract Time stated above. It is expressly understood and agreed, by and

between Access and City, that the Contract Time and services to be provided is reasonable.

6. **Compensation.** The City shall compensate Access for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

6.1. **Fee Schedule.** The fee payable to Access shall not exceed **Two Million Six Hundred Seventy-One Thousand Seven Hundred Forty-Five Dollars (\$2,671,745.00)** and shall be in accordance with Access's proposal, and as further set forth below:

- i. July1, 2017-June 30, 2018  
Eight Hundred Seventy Thousand  
Five Hundred Fifty Dollars.....\$870,550.00
- ii. July1, 2018-June 30, 2019  
Eight Hundred Eighty-Nine Thousand  
Two Hundred Ninety-Five Dollars.....\$889,295.00
- iii. July1, 2019-June 30, 2020  
Nine Hundred Eleven Thousand Nine Hundred  
Fifty Dollars.....\$911,950.00
- iv. Total Compensation  
Two Million Six Hundred Seventy-One  
Thousand Seven Hundred Forty-Five Dollars.....\$2,671,745.00

6.2. **Limitation of Payment.** Compensation payable to Access is limited to those fees set forth in Section 6.1 above. Such compensation shall be paid by the City upon review and approval of Access's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Access'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.

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

6.3. **Review of Work.** Access shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the services. Access 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 Access's demand for payment. The City shall not certify fees for payment to Access until the City has determines that Access has completed the work in accordance with the requirements of this Contract.

**6.4. Proposal Costs.** All costs of Access in preparing its proposal for **RFP No. 5720** shall be solely borne by Access and are not included in the compensation to be paid by the City to Access under this Contract or any other Contract.

**6.5. Payment for Services, Materials, Employees.** Access shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, etc. furnished to the City under this Contract. Access 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, , 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, Access shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

## **7. Passing of Title.**

**7.1.** Title to each item of, reports, plans, services, etc. prepared by Access for the City hereunder shall pass to City upon City payment to Access as provided for under this Contract.

## **8. Indemnification.**

**8.1.** Access shall indemnify, defend, and hold harmless the City and its boards, the City's Board of Education (if applicable), commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. 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 (other than the services itself) including the loss of use resulting there from, and **(ii)** are caused in whole or in part by any willful or negligent act or omission of Access, 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.

**8.2.** In any and all claims against the City or any of its boards, agents, employees or officers by Access or any employee of Access, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or

benefits payable by or for Access or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

9. **Access's Insurance.**

9.1. Access shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by Access and such insurance has been approved by the City. Access shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, Access 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 Access's obligation under this Contract, whether such obligations are Access's or subcontractor or person or entity directly or indirectly employed by said Access or subcontractor, or by any person or entity for whose acts said Access or subcontractor may be liable.

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

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by Access:

**9.4.1 General Liability Insurance: \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate and \$2,000,000.00 Products and completed operations aggregate**

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

**9.4.2 Automobile Liability Insurance:** \$1,000,000.00 combined single limit (CSL) 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..

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

EL Each Accident \$500,000.00

EL Disease Each Employee \$500,000.00

EL Disease Policy Limit \$500,000.00

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

**9.4.4 Excess/Umbrella Liability Insurance:** Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. \$3,000,000.00 Each Occurrence and \$3,000,000.00 Aggregate.

**9.4.5 Professional Liability Insurance:** \$1,000,000.00 each claim. \$1,000,000.00 Aggregate.

Professional liability (also known as, errors and omissions) insurance providing coverage to Access.

**9.4.6 Abuse/Molestation Liability Insurance** \$1,000,000.00 each Occurrence. \$1,000,000.00 Aggregate. Provide coverage for allegations of abuse and/or molestation that are sexual in nature. This coverage may be included in General Liability

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

**9.6. Cancellation:** The City of Waterbury shall receive written notice of cancellation from Access at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

**9.7. Certificates of Insurance:** Access's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and its Board of Education are listed as additional insured on a primary and non-contributory basis and provide a waiver of subrogation on all lines of coverage except workers Compensation Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided

under Access's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time Access executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as additional insured on a primary and non-contributory basis on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability"**. The City's request for proposal number must be shown on the certificate of insurance. Access must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

**10. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Contract, Access 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 Access of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

**10.1. Permits, Laws, and Regulations.** Permits and licenses necessary for the delivery and completion of Access's work and services shall be secured in advance and paid by Access. Access 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 Access for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. Access remains liable, however, for any applicable tax obligations it incurs. Moreover, Access

represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

**10.3. Labor and Wages.** Access 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** Access is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn .Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

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

**11. Discriminatory Practices.** In performing this Contract, Access shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal

laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

**11.2. Equal Opportunity.** In its execution of the performance of this Contract, Access 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. Access 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 Contract for Cause.** If, through any cause, in part or in full, not the fault of Access, Access shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if Access shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Access of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

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

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

**12.2. 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 Access. If this Contract is terminated by the City as provided herein, Access 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 Access covered by this Contract, less payments of compensation previously made.

**12.3. Termination for Non-Appropriation or Lack of Funding.** Access acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. Access therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

**12.3.1 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 Access.

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

**12.3.3 No Payment for Lost Profits.** In no event shall the City be obligated to pay or otherwise compensate Access 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 Contract for cause, Access 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, Access shall transfer all licenses to the City which Access is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate Access for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. Access 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 of this Contract by the City for lack of funding or convenience, the City shall pay Access for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and Access 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). Access 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 Access may negotiate a mutually acceptable payment to Access for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

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

**12.4.4 Assumption of Subcontracts.** In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

**12.4.5 Delivery of Documents.** In the event of termination of this Contract, (i) Access shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay Access for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

**13. Ownership of Instruments of Professional Services.** The City acknowledges Access's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that



Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

**14. Force Majeure.** Access shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

**14.1.** Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

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

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

**15. Subcontracting.** Access shall not, without the prior written approval of the City, subcontract, in whole or in part, any of Access's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of Access 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 Access from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

**15.1.** Access shall be as fully responsible to the City for the acts and omissions of Access'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 Access.

**16. Assignability.** Access 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 Access 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.

**17. Audit.** The City reserves the right to audit Access'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, Access 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.

**18. This section left intentionally blank.**

19. **Interest of Access.** Access covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any other interest which would conflict in any manner or degree with the performance of its services hereunder. Access further covenants that in the performance of this Contract no person having any such interest shall be employed.

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

21. **Independent Contractor Relationship.** The relationship between the City and Access is that of client and independent contractor. No agent, employee, or servant of Access shall be deemed to be an employee, agent or servant of the City. Access shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and Access hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by Access 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 Access or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, Access 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 Access shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

22. **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.

23. **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.

24. **This Section Left Intentionally Blank.**

**25. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and Access and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned **RFP No. 5720** and **(ii)** Access's proposal responding to the aforementioned **RFP No. 5720**.

**25.1. 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.

**25.2. 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.

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

**27. Binding Agreement.** The City and Access 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.

**28. 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.

**29. 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.

**30. Notice.** Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or Access, 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:

Access:                      Access Rehab Centers, LLC  
   22 Tomkins Street  
   Waterbury, Connecticut 06708

City: City of Waterbury  
c/o Director of Special Education and Pupil Services  
236 Grand Street  
Waterbury, CT 06702

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

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

**31.1.** 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.

**31.2.** 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.

**31.3.** 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, Access or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

**31.4.** 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.

**31.5.** Upon a showing that a subcontractor made a kickback to the City, Access 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.

31.6. 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 31.6, 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 31.6 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.

31.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 31.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

31.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 31.1-31.7.

31.9. Access 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.

31.10. Access hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:

<http://www.waterburyct.org/content/9569/9605/9613/default.aspx>[click link titled "The City of Waterbury Code of Ordinances Current to 12/31/2015". 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"]].

**31.11.** Access 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.

**31.12.** 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.

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

**31.14. Prohibition Against Contingency Fees.** Access 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.

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

**(Signature page follows)**

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

WITNESSES:

CITY OF WATERBURY

\_\_\_\_\_

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

Neil M. O'Leary, Mayor

\_\_\_\_\_

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

WITNESSES:

ACCESS REHAB CENTERS, LLC

\_\_\_\_\_

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

Brian Emerick, President

\_\_\_\_\_

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

## ATTACHMENT A

1. City of Waterbury Request for Proposal Number 5720, for Occupational and Physical Therapy Services, consisting of 11 pages, excluding Contractor Compliance Packet and Sample City contract. (Attached hereto.)
2. Access' Reponses to City of Waterbury Request for Proposal Number 5720, for Occupational and Physical Therapy Services, dated March 7, 2017, and Access' Cost Proposal for Request for Proposal Number 5720, consisting of 80 pages. ( Attached hereto)
3. Addendum Number 1 to City of Waterbury Request for Proposal Number 5720, dated February 28, 2017, consisting of 17 pages, (Attached hereto)



## ATTACHMENT A

1. City of Waterbury Request for Proposal Number 5720, for Speech and Language Therapy Services, consisting of 11 pages, excluding Contractor Compliance Packet and Sample City contract. (Attached hereto.)

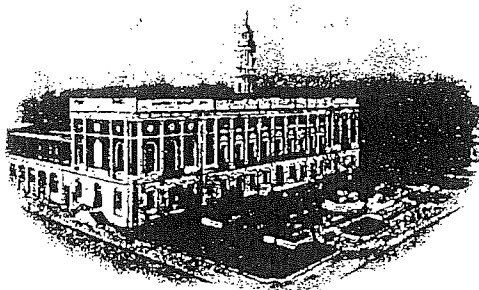
## ATTACHMENT A

2. Access' Reponses to City of Waterbury Request for Proposal Number 5720, for Occupational and Physical Therapy Services, dated March 7, 2017, and Access' Cost Proposal for Request for Proposal Number 5720, consisting of 80 pages. ( Attached hereto)

## ATTACHMENT A

3. Addendum Number 1 to City of Waterbury Request for Proposal Number 5720, dated February 28, 2017, consisting of 17 pages, (Attached hereto)

**ROCCO ORSO**  
PURCHASING DIRECTOR



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

**ADDENDUM #1**

**February 28, 2017**

**Bid: 5720**

**Project: RFP for Occupational & Physical Therapy Services**

**Please see attached addendum regarding this project.**

**Thanks**

**Kevin McCaffery**

**Buyer – City of Waterbury**

## RFP for Occupational & Physical Therapy Services

### Questions and Responses

Question:

What is the total annual expenditure of the current contract for the 15/16 SY and 16/17 YTD?

Response: 15/16: \$841,800; 16/17: Anticipated \$870,550

Question:

What is the anticipated/projected contract budget for the 17/18SY?

Response: Similar to this year

Question:

What is the number of available FTE positions?

Response: The RFP requests hours of service, not positions. The number of FTEs depends on the District's needs

Question:

Are you looking to contract with multiple vendors or a single vendor?

Response: It depends on the proposals received.

Question:

Who are the incumbent vendors providing services?

Response:

Access Rehab Centers LLC, 22 Tompkins St., Waterbury, CT 06708

Question:

What are the incumbent vendors rates?

Response: \$75.70 per hour

Question:

Do you provide the equipment and MATERIALS to be used for evaluations and therapy ?

Response:

Not materials for evaluations but we do have equipment. Current vendor also supplies equipment.

Question:

Are resumes and certifications of potential candidates required for bid submission?

Response: See RFP requirements

Question:

Do you have a preference for binding the bids? Binder? Stapled?

Response: No preference

Question:

Is a Certificate of Insurance required for bid submission?

Response:

The proposer must have insurance as set forth in the Professional Services Agreement. It is up to Proposer what information to submit in its proposal.

Question:

We do not have a local office in CT, but work with many districts in the area. Do you give preference to local vendors?

Response: No

Question:

We participated in this bid in 2014 and did not win. Could please provide any feedback as to why we did not win?

Response: The people reviewing the proposals determine who is the vendor(s) best suited to the District's needs. This question does not relate to the current RFP.

Question:

Do you currently contract for OT/PT services? If so, what are the current bill rates & vendors?

Response:

Yes, see above answers

Question:

What was the expenditure for the 2015-2016 and YTD 2016-2017 School years?

Response: See answers above.

Question:

Can you please provide the current incumbent Vendor along with their hourly rates for OT/PT services?

**Response:** See above ~~answers~~.

**Question:**  
Will COTAs and PTAs be needed for this contract?

**Response:**  
Not necessarily but current vendor does use one COTA.

**Question:**  
1. Who are the current vendors and what are their rates?

**Response:** See above answers

**Question:**  
2. Do you allow the use of COTAs?

**Response:**  
Yes in a limited fashion. See above answer.

**Question:**  
3. Historically, how much of the services were school based vs. home-bound?

**Response:** Mostly school based

**Question:**  
4. Historically, how much of the services were group vs. individual?

**Response:** Mostly individual

**Question:**  
5. Will the schools provide evaluation & assessment tools and therapy equipment?

**Response:** See answers above

**Question:**  
6. Will the therapists be assigned to multiple schools or assigned to a specific location?

**Response:** It depends on the needs of the District

**Question:** Attention: Purchasing  
1) How many positions or therapy hours do you anticipate will need to be filled under this contract, for PT & OT for the 'up to 11,500 hours each year'?

Response: All of the hours will need to be filled. Of the hours, most are OT. Current vendor uses Full time and part-time individuals to cover hours.

Question:

2)What was the typical duration of contracted services in the last school year?

Response: We used services all year, including in the summer. Where the services are used and for whom varies depending on the needs of the District.

Question:

3)What are the total weekly work hours for therapists in the district?

Response:

The work hours are the hours our schools are open, an average of up to 35 hours per week.

Question:

4) What are the contracted bill rates for these services under the current contract? Do they typical increase each year over the 3-year contract period?

Response: See above answers. Bill rates may or may not change, depending on the proposal.

Question:

5)Does the district provide computers/computer access to contract therapists?

Response:

We provide access, not individual computers.

Question:

5)Does the district provide protocols and assessments for PT and OT's?

Response: No

Question:

9)In section 2 part C, you request a complete listing of the staff identified in the work plan by classification, along with resumes. Are you looking for prospective PT/OT resumes or the Key Personnel (i.e. CEO, CFO, School Recruiters, and School Account Managers)?

Response: Please follow requirements of RFP.

Question:



10) In section B, Part 2- 5 years of similar school districts names, addresses, contract person, district satisfaction and budget is requested. In section 2 part B, the last 3 years are requested. May you clarify which is required for this RFP?

**Response:** Both are required as they request different information.

**Question:**

11) Are you also looking for OTA's and PTA's?

**Response:** Our current vendor used one COTA.

**Question**

1. In Section L, "State Set-Aside Requirements," it states Not Applicable. However, the two paragraphs below describe the details the contractor must demonstrate good faith efforts to meet the 25% set-aside goals. Please clarify if vendors are required to set-aside 25% for Minority-, Women- and/or Disabled-owned businesses.

**Response:** No

**Question:**

2. Who is the current vendor providing the OT and PT services?

**Response:** See above.

**Question:**

3. How many positions are needed for the OT and PT services (11,500 hours per year)?

**Response:** It depends on the District's needs.

**Question:**

4. How much did they spend last year for each service?

**Response:** See above answers

**Question:**

5. How many days are in your school year?

**Response:** 183

**Question:**

6. How many professional development days?

**Response:** approximately 4 per school year.

Question:

7. How many hours in a work day?

Response: up to 7 hours depending on school hours.

Question:

8. Is travel required between schools? If so, how many schools and estimated mileage between schools?

Response: Yes, We have 30 schools in the district.

Question:

I am aware that the total hours for the OT and PT are 11,500, but what are the weekly hours for the PT and OT?

Response: The hours are determined by District needs.

Question:

How many working days will the OT and PT work during the school year (For Example: 180 days or less)?

Response: Unknown, depending on the needs of the District. We have 183 school days and up to 20 days in the summer.

Question:

1) I am aware that we must accept the City's Standard agreement language. Are we allowed to include our sample agreement or contract addendum in our proposal?

Response: It is up to the proposer what it wants to include in its response to the RFP.

Question:

2) When is the anticipated award date?

Response: Award will be made after review of the proposals once the RFP. Contract will be in place by 7/1/17.

Question:

3) How many OTs and PTs do you foresee needing for this assignment?

Response:

It depends on the needs of the District and the proposals submitted.

Question:

4) Would you consider certified therapy assistants such as COTA and PTA?

Response: Possibly one COTA

Question:

5) Are resumes required when we submit the proposal?

Response: See the RFP for what is required to submit.

Question:

Are Testing Materials/Equipment or Evaluation Materials/Equipment to complete the provision of services for the Occupational and Physical Therapy Services provided by the school or the vendor?

Response: See above answers.

Question:

Will your school provide laptops or computers to the therapists?

Response: We will not provide computers but will provide access.

Question:

Who will be the representative from the school to determine which materials/equipment are required for the Occupational and Physical Therapy Services?

Response: The Director of Special Education and the Supervisor in charge of OT and PT or their designees.

Question:

Will therapists have access to internet capabilities, computers/laptops/iPads, office supplies, fax/copy machine at your school?

Response: See above answers

Question:

Does the district intend to award to a single or multiple vendors?

Response: It depends on the proposals and the needs of the District.

Question:

I am aware that we have to agree to allow the District to conduct personal interviews of all proposed staff. Are phone interviews sufficient?

Response: Yes, if unable to travel.

Question:

Would the district pay for mileage travelling between school campuses on the same day? If so, what will be the district IRS Standard Rate?

Response: This will have to be negotiated between the parties.

Question:

What will be the student caseload for the OT and PT?

Response: It depends on the needs of the District.

Question:

What would be the payment terms of Waterbury School District (Net 30)?

Response: This would be covered by the contract between the parties.

Question:

Will Waterbury School District consider a Price Range depending on the candidates' level of experience?

Response: It is up to the proposer as to how it wishes to submit its hourly price.

Question:

In the event that Waterbury School District will find a permanent employee of the district and our services will no longer be needed, will the school provide the awarded vendor with a 30 days out termination written notice?

Response: This would be covered by the contract between the parties.

Question:

Can you provide the current incumbent vendor(s) providing services? What is the incumbent vendor(s) current fee rate(s)?

Response: See answers above

Question:

Are you requiring vendors to submit a proposal response for both service categories or can we just submit for a single category?

Response: The proposer can determine how it wants to respond to Occupational Therapy and Physical Therapy but both are included in one RFP so that one proposal is sufficient.

Question:

We are located in the state of Florida and we do not have an office in the State of Connecticut. Is it your preference for a company to have an office in the State of CT?

Response: No

Question:

I am aware that we must submit 1 original and 4 paper copies of our proposal of the OT/PT, SLP, and Psychology bids. However, can we put everything in one box with three separate packages inside or must we submit three separate packages?

Response: As long as the original is clearly marked with the cost proposal they can be packed in any way.

Question:

Would it be acceptable to submit resumes of those potential candidates who are not currently CT licensed/certified with the understanding that they would become CT licensed/certified prior to the start of the school year?

Response: The proposer needs to determine what to submit to comply with the RFP requirements.

Question:

1. What agencies do you currently use?

Response:

See above answers

Question:

2. What rates do those agencies charge?

Response:

See above answers

Question:

3. Will this be a single or multi-award?

Response:

**It depends on the proposals and the needs of the District**

**Question:**

**5. How much money in 2015 and 2016 was spent on OT and PT services?**

**Response: See answers above**

**Question:**

**6. What is the current number of FTEs for OTs and PTs being utilized presently to service this contract?**

**Response: For OTs, approximately 6 FTEs, 1 COTA; For PT, approximately 3 FTEs.**

**Question:**

**7. What is the annual spend that is projected for the contract? How will it be divided per year?**

**Response: See above answers. It is divided based on the Ot and PT needs of the District**

**Question:**

**1. What is the anticipated caseload per therapist per discipline?**

**Response: They vary depending on the needs of the district**

**Question:**

**2. How many providers does the district currently anticipate needing?**

**Response: It depends on the proposals received.**

**Question:**

**3. What was the annual expenditure from this contract for the last school year?**

**Response: See answers above**

**Question:**

**4. How many students will be receiving services, by discipline, under this RFP?**

**Response: It depends on the needs of the district**

**Question:**

5. Does the district intend to award multiple vendors?

Response: It depends on the proposals received.

Question:

6. What would be the payment terms of the district for this RFP?

Response: Payments terms are part of the contract.

Question:

7. What are the required documents for the providers to start working at the district? For Example: Fingerprint, State License, Criminal Background Check, TB Test, any other specific Certifications.

Response: See RFP for the requirements.

Question:

8. In the event that the district will find a permanent employee of the district and our services will no longer be needed, will the district provide the awarded vendor with a 30 day termination written notice?

Response: This would be covered by the contract.

Question:

9. How will awardees be notified?

Response: Purchasing Department sends an award letter.

Question:

10. When is the award date?

Response: Award will be made after review of the proposals once the RFP closes.

Question:

11. How will proposals be evaluated and weighted?

Response: The people reviewing the proposals will determine how to evaluate them.

Question;

12. Have your current providers been able to meet all of your needs?

Response: yes

Question:

13. How many contracted hours of services were utilized last year?

Response: All of them, 11,500.

Question:

14. Does the district provide the equipment/materials to be used for services?

Response: See above answers

Question:

15. Is mileage and drive time between work sites or schools billable?

Response: This needs to be negotiated between the parties.

Question:

16. How much lead-time will selected agencies have to prepare for interviews?

Response: As much as possible

Question:

17. Please provide a list of current vendors, respective rates, and how many providers were provided by your current vendors.

Response: See above

Question:

18. Are therapists required to utilize a service log to notate direct and indirect services hours?

Response: Yes

Question:

19. Is the district open to new graduates? 20. Will the district provide supervision for new graduates?

Response: Only if they are certified and licensed as required by the State of Connecticut to work in schools. No supervision will be provided.

Question:



1. Can you split out the number of hours for PT and OT per month.
2. Do you allow COTA's and PTA's to service students in your school system.

Response: OT hours are approximately double those of PT. We have one COTA through our current vendor and no PTAs.

Question:

Can you please clarify what you mean by "Proposals submitted must be bound, paginated, indexed and numbered consecutively" - for "indexed" do you mean that we must have clear page tabs indicating each section of the proposal?

Response: The proposal needs to be organized so that we can follow it along with the RFP requirements

Question:

- 1) How many vendors received this request for RFP?

Response: unknown

Question:

- 2) How many vendors do you plan to award preferred supplier status?

Response: It depends on the proposals.

Question:

- 3) Would you award a MSP agreement for a firm to manage all temporary staffing if they propose a competitive pricing plan, and if that firm is capable of staffing all positions?

Response: It depends on the proposals

Question:

- 4) How many temporary staffing vendors do you currently have?

Response: One for OT and PT.

Question:

- 5) How many occupational therapists and physical therapists are you requesting for this contract?

Response: We are requesting service hours that can be filled with different numbers of people depending on availability and the needs of the District.

Question:

6) What is the current salary range for staff occupational therapists and physical therapists? How many days of vacation and sick time do they receive?

**Response:** We do not employ them. The RFP requests an hourly rate for work performed.

**Question:**

7) Have you contracted for occupational therapy and/or physical therapy services in the past? What was the rate per hour you were billed?

**Response:** See answers above.

**Question:**

8) For each position of Occupational Therapist and Physical Therapist, how many Full-Time Equivalent (FTE) were utilized in 2015 to 2016 school year?

**Response:** See answer above

**Question:**

9) In regards to supervision, what type of oversight is provided by the school system?

**Response:** We have the Director of Special Education and a Supervisor of Special Education or their designees who would supervise.

**Question:**

10) How are awarded firms notified of individual needs for providers?

**Response:** purchasing sends out an award letter

**Question:** 1. Given the size and scale of Waterbury public schools, service locations influence efficiency. Can the requested 11,500 hours of Occupational and Physical therapy be broken down per discipline and per location?

**Response:** The District needs change frequently. See answer above.

**Question:**

2. Under your current RFP contract: a) How many Occupational and physical therapists are staffing the current hours? b) How many of those staff are full time versus per diem? c) Is it also possible to break down the current hours by discipline and location?

**Response:** See answers above

Question:

3. How long has your current related service provider been with Waterbury schools?

Response: They have worked for Waterbury schools off and on for years. They have a three year contract which expires at the end of June.

Question:

4. In the RFP 5720 the relevant population is identified as students 3-21 in school and home environments. In our current district contracts we cover multiple models of service: direct, indirect, section 504, SRBI as well as whole classroom strategies. a) Does Waterbury schools utilize a similar model? b) Are there trends and totals for each mode of service based on this current school year?

Response: We have different models of service and the use of them changes.

Question:

5. Communication and collaboration are such an important component of school based therapy. Are there administrative contacts at each building level, or is there a more centralized model of oversight/management for school based procedures?

Response: There are contacts at the schools and at Central office.

Question:

6. What is the current number of students per day a related service provider is seeing on average?

Response: The numbers change and daily schedules are different.

Question:

7. Does your current provider use an electronic documentation/billing system?

Response: Yes

Question:

8. Are there any specialty programs currently being provided in addition to the core physical and occupational therapy mandates?

Response: Unsure what this question is asking. The vendor provides to the District whatever it needs related to OT and PT.

Question:

What are the current rates for OT and PT services?

Response: See above answers

**Question:**

For the personnel section to complete, do you require us to provide names of therapists and resumes or just of our staff working on this contract?

**Response:** Please comply with the requirements of the RFP.

**Question:** Besides attachment C, do the other attachments need to be signed and included now or after contract is awarded?

**Response:** Attachment A documents are signed as well.

Proposal to:

**The City of Waterbury  
Department of Education**

for

**Occupational and Physical Therapy  
Services**

Submitted by:

 **Access Rehab Centers**  
A Waterbury Hospital & Easterns Partnership in Physical Rehabilitation

**22 Tompkins Street  
Waterbury, CT 06708  
March 7, 2017**

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Attachment A - 5 Year History of School Contracts

Attachment B - Personnel Listing and Resumes

Attachment C - Corporate Resolution

Attachment D - Organizational Chart

Attachment E - Certificate of Liability Insurance

Attachment F - Completed City of Waterbury Disclosure Forms

## Preface

Access is pleased to offer this proposal for the opportunity to continue providing OT-PT services to the Waterbury School Systems for years 2017-2020.

We are committed to keeping our services as cost effective to the City as possible, consistent with the services and added-value we feel we offer, and this is reflected in our cost proposal.

Once again we respectfully ask the Department of Education to consider the differentiating factors below that we feel strongly advance the choice of Access Rehab Centers for the District's OT-PT therapy provider:

- Access has provided, and will continue to provide a very experienced and dedicated onsite clinical manager for our services, who also carries a full caseload.
- Access has a cohesive, low-turnover team: The majority of our OT-PT therapists have worked together for at least 9 years. Together with our on-site program manager the group acts as a team, providing more consistency and responsiveness than could be offered by a group of newly recruited individuals.
- Access employs a part-time Administrative Assistant solely dedicated to Waterbury School-based Services to ensure accurate and on-time billing and documentation.
- Access developed and uses a Quarterly Quality Indicator Report, which is reviewed in-person with the Department, utilizing an underlying database that allows for tracking of emerging children's needs and services required.
- We have equipped a majority our therapists with Apple ipads, additional to their laptop computers.

- We have developed specialist skills in low and mid level assistive technology, having put together low tech kits, mid/high level evaluation capability with a dedicated laptop with AT software. We have received training in assistive technology from experts in the field.
- Exemplifying our commitment to the District, in 2016 Access sponsored an all-day Assistive Technology Workshop provided by NEAT, attended by some 50 school teachers and therapists.
- Access has provided and will continue to provide additional In-services for teachers, paraprofessionals and behavior therapists. Past examples include: Safe Lifting Techniques, Brain Gym, Sensory Integration, Fine Motor Skills. In 2016, Access provided an Evening Workshop for parents of elementary students on fine motor and visual motor skills needed for school performance.
- From 2013-2015 Access participated on the City Feeding/Swallowing Committee.
- Sensory Room Expertise: Our company President and a number of our school system therapists have expertise in developing sensory rooms.
- Access PT/OT school therapists have attended multiple Continuing Education courses and Professional Staff Development Sessions in the last 3 years. And at monthly school-based team meetings, those who attended a course have to present a summary to all other Access therapists.
  - *Courses attended over the past 3 years include: (number of therapists attending shown in parentheses)*
    - 14th Annual Therapies in the Schools (1)
    - ACES - AT and Universal Design of Instruction for Learning (10)
    - ADHD in Adults (1)
    - AEIOU Systematic Approach to Pediatric Feeding (1)
    - APTA course to be certified as a Clinical Instructor for DPT students (1)
    - Attention Deficit/Hyperactivity Disorder in Children and the Use of Stability Balls as a Therapeutic Intervention (1)
    - Balance Impairment and Fall Risk (1)
    - Bal-A-Vis-X (11)
    - Become Familiar with Software Solo (11)



- Best Use of the Ipad & Apps in a School-Based Occupational Therapy Program (1)
- Brain Gym and Educational Kinesiology (1)
- Brief Overview of Sensory Integration (6)
- Building Self Regulation in Children with Autism, ADHD, or sensory disorders (1)
- Button Boards (7)
- Cerebral Palsy Across the Lifespan (1)
- Clicker 6 (Crick Software) (8)
- Considerations for the Adolescent Athlete (1)
- CPR Certification, American Heart Association (16)
- CPR Certification, American Red Cross (3)
- Creative Treatment Ideas for School Therapists (11)
- Current Trends in Pediatric Orthotic Management (1)
- DCF Reporter Training (26)
- Developmental Coordination Disorder (1)
- Developmental Milestones (6)
- Dyslexia (13)
- Dyslexia: Dysgraphia & Dyscalculia (1)
- Early Intervention Groups at Kindergarten Level (8)
- Effective Strategies for Decreasing Challenging Behavior in Individuals with Autism Spectrum Disorders (1)
- Evidence-Based Physical Therapy Management of the Child with Down Syndrome (1)
- Feeding/Swallowing (10)
- Fibromyalgia (1)
- Fill Your Toolbox: Pediatric Tests and Measures (1)
- GeriATHletics: How PTs are uniquely positioned to support aging athletes (1)
- Getting Children Ready to Learn: Pediatric Ergonomics and Safety (1)
- GMFCS - Gross Motor Function Classifications System (8)
- Hanger Orthotic Management of the Pediatric Patient (1)
- Impact of Developmental Coordination Disorder on Classroom Learning (1)
- Impact of Developmental Coordination Disorder on Classroom Learning (1)
- Integrating NDY, SI and Motor Learning Perspectives in Pediatrics (1)
- Interpreting Challenging Behavior in Individuals with Autism Spectrum Disorders (1)
- Intro to Movement System Impairment Syndrome + Movement Impairment Syndrome Part I (1)
- Introduction to Cascade Dafo and Fast Fit Orthoses (1)
- Introduction to Clicker 6 and Clicker Apps at NEAT Center (1)
- Introduction to Pain (1)
- Ipad Apps for School Based OT's (10)
- Kinesio University Fundamentals and Advanced KT1 and KT2 (1)
- MACS Manual Ability Classification System (8)
- Making Therapy Fun: Motivation, Participation, and Caregiver Interaction (1)
- Motor Impairments in Children with Autism Spectrum Disorders (1)
- Music and the Brain (1)

- NEAT Workshop: Introduction to Assistive Technology (1)
- NEAT Workshop: Introduction to AT (21)
- NEAT Workshop: Top Tech Tools for Struggling Students: A Fast & Fierce Analysis (21)
- Neck and Shoulder Pain (1)
- Non-Impact Aerobics to Lower Stress and Have Fun! (11)
- Now You See Me: Visual Rehabilitation in Pediatrics (12)
- NU Motion/Mobility (1)
- OT and RTI (1)
- Overview of Complimentary Interventions for Autism, Asperger's, Sensory and ADHD in Children (10)
- Pediatric Dynamic Bracing (1)
- Pediatric Yoga (12)
- Physical Therapy in Children with Intellectual Disabilities (1)
- Physical Therapy in Children with Muscular Dystrophy—Evidence-Based Care (1)
- Play With Your Food: Overcoming Food Selectivity & Nutritional Challenges in Children With Autism (1)
- Positioning for Function: the Pelvis (1)
- Practical Screening Strategies to promote independence for students in the school environment (15)
- Practical Sensory Motor Strategies to help PT/OT (1)
- Practical Strategies & Interventions for OT's (1)
- Practical Strategies to Accelerate Student Progress for OT's in Schools (1)
- PTSD, Trauma & Anxiety Disorders (1)
- Reasoning with Unreasonable People: Focus on Disorders of Emotional Regulation (1)
- Scoliosis Management in Pediatrics (1)
- Self Regulation in Children: Keeping the Body, Mind & Emotions on Task in Children With Autism, ADHD, or Sensory Disorders (1)
- Shoulder, Knee and Hip Care: “What Therapists Need to Know” (1)
- Simulating Blindness with a Functional Task (11)
- Smart but Scattered: Executive Dysfunction (1)
- Spinal, Pelvic and Scapular Stabilization (1)
- Strategies to Accelerate Student Progress for Occupational Therapists (3)
- Stress Reduction Strategies (12)
- Symposium: Orthotic Management of your Pediatric Patient (1)
- The Child with Neurological Impairment (1)
- The SOFFI Method-Supporting Oral Feeding in Fragile Infants (1)
- Theraband (9)
- Toe Walking (1)
- Transitions - OT/PT Role (11)
- Traumatic Brain Injury: Impairment and Interventions (1)
- Understanding Diabetes (1)
- Walk-Aide and G-Walk (13)
- What's New in Pediatrics? Best Practices in Treatment of the Child with Cerebral Palsy and other Neurological Disorders (1)

- Yoga for Therapeutic Rehabilitation (1)
  - Young Children with Autism: Where to Start? (1)
  
  - As a provider with home offices in Waterbury, we are invested in and committed to assisting the Waterbury School District in doing what's right for the children of our City.
-

## Introduction

Access Rehab Centers thanks the Waterbury School System for the opportunity to submit this proposal.

Founded in 1998, Access Rehab Centers was formed by combining the long-standing therapy programs at Waterbury Hospital and at Easterseals of Greater Waterbury. The combination of these two therapy programs produced a "hybrid" company that continues to be extremely successful. Access Rehab Centers has enjoyed dramatic growth since its inception. The company's commitment to quality has allowed for ongoing CARF accreditation, consistent growth in patient volumes, the expansion of the company into other therapy delivery models, as well as managing other hospital therapy delivery systems.

Access Rehab Centers has garnered and maintained a reputation for producing high quality programs in a cost-efficient manner. We regularly experience extremely low staff turnover as we strive to hire therapists who value doing quality therapy. Access Rehab Centers now provides staffing, management, and clinical leadership to therapy programs in several area school systems, eleven outpatient programs, inpatient services at Waterbury Hospital, Birth to Three services for the Greater Waterbury area and an extensive pediatric program which extends from the NICU unit through outpatient and school-based programs.

Our company has performed services for the Waterbury School District for many years. During this time we have developed a substantial understanding of the needs of the District and its teachers. With our home offices based in Waterbury, our management team is dedicated to being highly responsive to Waterbury Schools to maintain a successful collaborative relationship.

## Meeting All Qualifications

Access Rehab Centers fully meets and complies with the qualifications outlined in the Waterbury School District RFP Section B:

1. We have experience and expertise in providing similar services. (see Section 2b section on Relevant Experience)
2. We have a proven track record in providing these types of services to similar school districts. (See Attachment A for the school contracts we have serviced over the last 5 years.)
3. We possess the required knowledge and experience with federal and state laws and regulations governing the services outlined in the scope of services and expertise in all related aspects of the provision of occupational therapy and physical therapy services.
4. We can and will provide experienced, Connecticut licensed and qualified occupational therapists and physical therapists to the District upon request without delay to fill immediate and changing needs of the District both in school and in home settings.
5. We can and will provide occupational therapists and physical therapists having undergraduate degrees and master's degrees in occupational therapy and physical therapy from an accredited post-secondary institution, CT Health department certification and CT State Department of Education certification as required by law.
6. The occupational therapists and physical therapists we will provide have experience working with children ages 3-21 in the fields of occupational and physical therapy.
7. As evidenced by the therapist resumes in ATTACHMENT B, our proposed therapists have training and experience in the school setting and individual experience in the provision of occupational therapy and physical therapy services to students with disabilities.

Our retention rate for staff has continually been above 90% annually.  
Access agrees the District may conduct personal interviews of all proposed staff and that final staff selection will be subject to the District's approval.

8. Therapists Access will provide have expertise in the principles, methods and procedures used to determine the need for student services, design and implement individualized goals and objectives, conduct evaluations and screenings, assess and report on progress, observe, design and implement treatment plans, identify appropriate accommodations and assistive and communication devices, design and implement research based early intervention and treatment plans, identify teaching strategies for students with related academic and educational needs, train and instruct staff and provide any other related service as required by the District.
9. Each occupational therapist and physical therapist provided will follow City and District procedures, guidelines and other requirements as set forth by Waterbury District representatives, including qualification and exit procedures and obtain satisfactory criminal background checks, Department of Children and Families Registry checks, fingerprinting and drug screening.
10. Each occupational therapist and physical therapist will provide timely and complete reports as requested by Waterbury staff and provide to the District Medicaid documentation in a form and manner acceptable to the District and which is in compliance with the State of Connecticut Department of Social Service regulations and other relevant law.

## Scope of Services

Access Rehab Centers will provide up to 11,500 hours of physical therapy and occupational therapy services.

## Acceptance of RFP Terms and Conditions

In accordance with Waterbury School District requirements, Access Rehab Centers has reviewed and will be prepared to sign, prior to the execution of a contract with the City, the items and forms included in the Contract Compliance Packet (RFP item E2).

Access Rehab Centers accepts the City's standard agreement language.

Access Rehab Centers 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 the preparation of this proposal.

As requested in RFP section B, Qualifications, please find a list of school contracts Access Rehab Centers has serviced in the last 5 years as ATTACHMENT A.

**Cost Proposal**

Please see separate sealed envelope marked  
"Confidential: Cost Proposal"



## Experience / Financial Stability

Access Rehab Centers is a legal entity, duly organized, valid and in good standing under the laws of Connecticut and is in full compliance with all federal and state obligations related to our organization.

Access Rehab Centers is accredited by the Commission on Accreditation of Rehab Facilities (CARF). This includes a self-imposed, stringent, on-site audit of all of our outpatient programs. Our inpatient and VNA staffing programs meet or exceed the standards imposed by the Joint Commission on Accreditation of Healthcare Organizations.

Access Rehab Centers has yearly full accounting audits performed through an independent certified public accounting firm.

Our staff is highly experienced in the regulatory requirements for the provision of therapy services in multiple settings including school system services.

Our firm conducts a regular "Information Outcomes Measurement System" that includes rigorous outcomes studies for all areas of practice. Individual Quality Indicator reports are generated as requested by specific service contracts. These reports are tailored to the regulatory requirements of each entity and they are provided on a regular basis.

Access Rehab Centers has provided Physical and Occupational Therapy Services in the Waterbury School System for the past eleven years, as well as Speech services for the last three.

Access Rehab Centers has grown in size and scope every year of its existence. We continue to provide staffing, management and clinical leadership to therapy programs in several area school systems, inpatient services at Waterbury Hospital, Birth to Three services for the Greater Waterbury, and an extensive pediatric program.

We continue to add or grow specialized services such as Pediatric Feeding, Women's Health and treatment of Parkinsons and Multiple Sclerosis conditions, with more expansions underway.

## References

1. Donna Popowski, Director of Student Services  
Region 15  
286 Whittemore Road  
P.O. Box 395  
Middlebury, CT 06762  
(203) 758-1729
2. Gio Koch, Recruitment and Brokering Coordinator, Special Services  
Support Team  
CREC TABS  
111 Charter Oak Ave.  
Hartford, CT 06106  
(860) 509- 3686
3. Ron Zeiger, Owner  
Myofunctional & Speech Therapy  
4 Currier Court  
Cheshire, CT 06410  
(860) 952-6961
4. Rosemary Nichols, Education Service Specialist  
CREC  
111 Charter Oak Ave.  
Hartford, CT 06106  
(860) 524-4040

## Management Team

Access Rehab Centers is fully committed to supporting the Waterbury School District program. Our administrative staff is experienced in the provision of therapy services and in the recruiting, development and maintaining of strong teams of clinicians supporting multiple settings.

The administrative team will be available to be reached on a 24 hour basis, seven days a week to assist as needed. This team includes, but is not limited to:

### Brian P. Emerick, MBA, MSOT (President):

After internships in acute hospital, rehabilitation services and long-term care psyche services, Mr. Emerick worked as staff therapist in a rehabilitation hospital. From this position Mr. Emerick obtained a position with a healthcare company that specialized in contracted therapy programs to state agencies. Mr. Emerick served as a consultant and program developer in numerous states and facilities including Delaware, Oregon, Florida, Pennsylvania, Kansas, Tennessee, Indiana and Connecticut. These programs served developmentally delayed individuals ranging in age from childhood through late adulthood. Mr. Emerick has extensive experience in systems development, contractual services, and in the building of strong customer relationships. Mr. Emerick will serve as a primary administrative contact for Waterbury Schools.

### Harvey Heyman, MBA (Business Planning Manager):

Mr. Heyman receive a degree in pre-med before receiving his MBA, and has spent more than half of his 30+ years professional career in the medical/healthcare field. He served as Product Marketing Manager for a Fortune 500 medical imaging firm, was Strategic Planning Manager for a Fortune 200 company, and founded his own management consulting firm operating in the areas of customer needs and satisfaction. Mr. Heyman has experience in the area of business contract relations, and additional training and experience managing the design and implementation of

enterprise IT solutions. Additional to Mr. Emerick, Mr. Heyman will serve as a primary administrative contact for the Waterbury School District.

Lynette Wittmer, RPT: (Manager of Birth to Three Services and Lead Outpatient Pediatric Therapist)

Ms. Wittmer has extensive experience in all facets of pediatric services. She has developed the current Neonatal Intensive Care Unit therapy program for Waterbury Hospital. Ms. Wittmer has coordinated the physical therapy services for Birth to Three for the Greater Waterbury area and has many years of experience with pediatric outpatient services. Ms. Wittmer has experience working with several local area schools as well as other CT school regions.

Nancy Renner, OTR/L (Program Manager, Waterbury School Contract):

Ms. Renner is currently the on-site manager for the Waterbury School Physical and Occupational Therapy Contract, while also carrying a full caseload. Ms. Renner received her BS in Occupational Therapy from Quinnipiac University, and has worked primarily in school-based settings for 30+ years. Ms. Renner has held supervisory roles since 1991. She has overseen all aspects of Access Rehab school-based therapist services ensuring adherence to contract terms while holding monthly team meetings that provide professional development.

John J. Gevinski, M.D.: (Medical Director for Access Rehab Centers for the past 18 years)

Dr. Gevinski is a specialist in physical medicine and rehabilitation. He has extensive experience working with therapists within a multi-disciplinary model and meets weekly with Access therapists for patient case rounds. Dr. Gevinski received training in adult and pediatric physical medicine at the Rusk Institute and the NYU Medical Center. He has additional training in internal medicine at the Yale Internal Medicine Program. Dr. Gevinski is a member of the Waterbury Hospital medical staff.

Lynne Zailckas, COTA (Contract Coordinator):

Ms. Zailckas has been with Access Rehab Centers for 19 years. She has extensive experience with contracting therapy services as well as a background as a legal assistant. Ms. Zailckas is also an Occupational Therapy Assistant.

## Contract Management

Access Rehab Centers currently provides an ongoing connection through an on-site lead Program Manager for Physical and Occupational Therapy, as well as priority contact numbers for the clinical lead for pediatric services, the President, and the Business Planning Manager. Administrative staff continues to perform regular quarterly reviews and Quality Indicator Reports to ensure early detection of any problems or opportunities for improved services.

Our objective is always to have our employees function as if they were your employees. Our management process is designed to partner with you in the achieving of your facilities' goals. Our services include:

- **Staffing Resources and Management:** Access Rehab Centers' locally-based administration is available to ensure quality and consistent staffing for all services contracted. In addition, should the Waterbury School system or its affiliated programs be interested in contracting Access Rehab Centers for therapy staffing beyond the scope of this agreement, we are available to recruit additional positions as needed.
- **Clinical and Staffing Adjustments:** Should specific requirements for clinical skill sets become evident in the future Access Rehab Centers will strive to recruit or develop the necessary skills sets required.
- **Clinical Education:** Full-time Access Rehab Centers' staff members each have a \$1,500 yearly continuing education budget to be used to maintain and grow their clinical expertise. In addition, Access Rehab Centers sponsors two continuing education courses each year. Our staff are encouraged to attend the sponsored courses.
- **Clinical staff** will participate in all organization quality improvement programs as well as develop any additional quality improvement initiatives as requested by the school-based program.

Access Rehab Centers has a long history of successfully partnering with the Waterbury Public School District in the development and implementation of therapy programs. Our current program already has in place the majority of the staffing systems, IT infrastructure, staff training mechanisms and management oversight that will be needed.

### **Service Philosophy/Service Continuity:**

Therapists assigned to this contract will serve to act essentially as employees of the Waterbury School System. They will be responsive to the needs of the School System and will provide services as assigned by the School System. In the event that a therapist, for whatever reason, should become unavailable to provide services for a period of time, Access Rehab Centers will strive to find a suitable replacement for that period of time where coverage, at the discretion of the School System, may be required. All efforts and means shall be aggressively pursued to find said replacement.

### **Staffing and Initiation of Services:**

- A. Recruiting: We currently have the requisite occupational and physical therapists needed in place in the District. Should additional staff be needed to fill this contract to meet Waterbury School system's exact needs, Access Rehab Centers would undertake major recruiting efforts to include extensive advertising, networking, meetings with current therapy providers, and additional recruiting events.
- B. Interviewing and Hiring: The interview process would strive to be a cooperative effort between the Waterbury School systems and Access Rehab Centers Administration. Candidates would be screened by Access Rehab Centers and then presented for review by School System representatives.
- C. Training of Staff: Contracted hours would begin at whatever point that the school system would deem appropriate. Staff would be made available



prior to commencing routine work to ensure they are oriented and in-serviced in the job duties as well as the facility policies and procedures. Access Rehab Centers' administrative staff would be available, at no additional cost, to assist with the planning and coordination for the initiation of services and orientation of newly hired therapists. Whenever possible, orientation and training materials would be provided to newly hired therapists well in advance so as to maximize the training experience and minimize the time required for the training process.

- D. Orientation to Caseloads: Staff will be made available and Access Rehab Centers administrative staff will assist as needed, in ensuring that the process of orientation is as complete as necessary, but as brief as possible.
- E. Initiation of Services: The therapists that will be assigned to this contract will be available to serve essentially as employees of the Waterbury School System. They will be responsive to the needs of the School System and will provide services as assigned by the School System. In the event that a therapist, for whatever reason, should become unavailable to provide services for a period of time, Access Rehab Centers will strive to find a suitable replacement for that period of time where coverage, at the discretion of the School System, may be required. All efforts and means shall be aggressively pursued to find said replacement.

Direct Response to RFP  
Requirements

1. Proposer Information

- a. Firm Name: Access Rehab Centers, LLC
- b. Address: 22 Tompkins Street, Waterbury, CT. 06708
- c. Date Form Organized: October, 1998
- d. Form of Ownership: LLC
- e. Years Providing Services: 19 years  
(See Management Team section for full Management Group)
- f. Access Rehab Centers Board Chair: Darlene Stromstad –  
President and CEO, Waterbury Hospital  
Board Secretary: Patricia Gentil

2a. Philosophy Statement and Business Focus

Access Rehab Centers is recognized for the high quality of care provided by therapy clinicians throughout all of the areas of service provision provided by the company. Quality of care and customer service are the foundations of Access Rehab Centers' dramatic growth as a company. Access Rehab Centers specializes in meeting the needs of facilities that require Occupational Therapy, Physical Therapy or Speech Language Pathology services. The primary focus for the company has been management of programs, school based staffing, inpatient hospital care, outpatient adult and pediatric services, and Birth to Three services. Future growth for the company will be focused on two primary markets: school-based contracting services and program management for large healthcare facilities.

2b. Summary of Relevant Experience

A summary of all projects that Access Rehab Centers has completed in the last 3 years includes:

School-based:

1. **CREC**, ATTN: Alisa Collins, 111 Charter Oak, Hartford, CT 06106.
  - Service provided: Speech @ E.C. Vinal Tech and Goodwin Tech.
  - Contract periods include:
    - a. 7/1/2013 – 6/30/2014 School Year. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of the contract = up to \$82,900.00.
    - b. 7/1/2014 – 6/30/2015 School Year. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of the contract = up to \$72,000.00.
    - c. 7/1/2015 - 6/30/2016 School Year. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of the contract = maximum amount \$67,352.00.
    - d. 7/1/2016 – 6/30/2017 School Year. Contract is in place and is currently active. Services were started on time and in budget. Gross amount of the contract = maximum amount \$67,352.00.
2. **Naugatuck Public School**, ATT: Tom Pompei, Athletic Director, 543 Rubber Ave., Naugatuck, CT 06770.

- Service provided: Athletic Trainer.
- Contract periods include:
  - a. 8/1/2013 – 6/30/2015. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of the contract/billing = \$65,000.
  - b. 8/1/2015 – 6/30/2017. Contract is in place and is currently active. Services were started on time and will be within budget. Gross amount of contract/total amount of billing for this period will be = \$70,000.

**3. Waterbury Public Schools, 236 Grand Steet-2<sup>nd</sup> floor, Waterbury, CT 06706.**

- a. Services provided: PT/OT.
- Contract was in place and has since expired. Services were started on time and in budget.
- Contract was for 8/29/2011 – 6/30/2014 which includes three, one year schedules. Those schedules are: Year One (8/29/11 – 6/30/12) Gross amount of contract = \$839,270.00, Year Two (7/1/12 – 6/30/13) Gross amount of contract = \$863,650.00, Year Three (7/1/13 – 6/30/14) Gross amount of contract = \$888,720.00. Total three years = \$2,591,640.00.
- b. Services provided: PT/OT/Speech.
- Contract is for 7/1/2014 – 6/30/2017 and is currently in place and active. -- Services started on time and are anticipated to be in budget.  
Contract for 7/1/2014 – 6/30/2017 broken down as follows: Year one (7/1/2014 – 6/30/2015) Gross amount of contract = \$1,379,975, Year two (7/1/2015 – 6/30/2016) Gross amount of contract = \$1,398,120. Year three (7/1/2016 – 6/30/2017) Gross amount of contract = \$1,445,870. Total three years = \$4,223,965.00.

**4. Westover School, ATTN: Tiz Mulligan, Athletic Director, P.O. Box 847, Middlebury, CT 06762. Service provided: Athletic Trainer.**

- Contract periods include:
  - a. 8/1/2013 – 6/30/2015. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of billing = \$38,062.50.

- b. 8/1/2015 – 6/30/2017. Contract is currently in place and is active. Services were started on time and will be within budget. Total amount of billing year to date 1/31/17 = \$30,116.50.

**Early Intervention Based:**

- Easter Seals Rehab Center of Greater Waterbury, 22 Tompkins St., Waterbury, CT 06708  
Services Provided: Birth to Three Based Physical and Occupational Therapy, Speech and Language Pathology Services  
Service Dates: 10/1998 – Present  
Agreement in Place Currently: Yes  
Started on time and in budget as per agreement requirements: Yes
  
- Creative Interventions, 15 School St., East Granby, CT 06026  
Services Provided: Birth to Three Based Physical Therapy  
Service Dates: 7/2013 - current  
Agreement in Place Currently: Yes  
Started on time and in budget as per agreement requirements: Yes

**Hospital-based:**

- Waterbury Hospital, 64 Robbins St., Waterbury, CT 06708  
Services Provided: Inpatient Hospital Physical and Occupational Therapy and Speech and Language Pathology Services  
Service Dates: 10/1998 - current  
Agreement in Place Currently: Yes  
Started on time and in budget as per agreement requirements: Yes

**Homecare-Based:**

- Naugatuck VNA, 600 Rubber Ave., Naugatuck, CT 06770  
Services Provided: Home Care Physical and Occupational Therapy and Speech and Language Pathology Services  
Service Dates: 10/2011 – 8/2014  
Agreement in Place Currently: No

Started on time and in budget as per agreement requirements: Yes

- All About You Home Care, CHCS LLC, 21 Church Street, Naugatuck, CT 06770  
Services Provided: Home Care Occupational Therapy  
Service Dates: 11/2011 - current  
Agreement in Place Currently: Yes  
Started on time and in budget as per agreement requirements: Yes
  
- All Pointe Home Care, 675 West Johnson Ave., Cheshire, CT 06410  
Services Provided: Homecare Physical and Occupational Therapy  
Service Dates: 6/2015-current  
Agreement in Place Currently: Yes  
Started on time and in budget as per agreement requirements: Yes
  
- Interim HealthCare Home Health Agency, 278 State Street, North Haven, CT 06473  
Services Provided: Home Care Physical and Occupational Therapy and Speech and Language Pathology Services  
Service Dates: 4/2011 – 2/2016  
Agreement in Place Currently: No  
Started on time and in budget as per agreement requirements: Yes
  
- VNA Health at Home, 27 Siemon Company Drive, Suite 101, Watertown, CT 067955  
Services Provided: Home Care Physical and Occupational Therapy  
Service Dates: 4/2016 – current  
Agreement in Place Currently: Yes  
Started on time and in budget as per agreement requirements: Yes

#### Management Contracts

- Griffin Hospital, P.O. Box 393, Derby, CT 06484  
Services Provided: Inpatient Physical, Occupational and Speech Therapy Management

Service Dates: 6/2008 – 4/2016

Agreement in Place Currently: No

Started on time and in budget as per agreement requirements: Yes

- Easter Seals Rehab Center, 22 Tompkins St., Waterbury, CT 06708  
Services Provided: Outpatient Physical, Occupational and Speech  
Therapy Management

Service Dates: 7/2013 – current

Agreement in Place Currently: Yes

Started on time and in budget as per agreement requirements: Yes

2c. Personnel Listing

Please see **ATTACHMENT B** for Personnel Listing and Resumes.

2d. Conflicts of Interest

Access Rehab Centers does provide outpatient pediatric services to patients throughout the Greater Waterbury area. Access Rehab Centers accepts almost all insurances and, as such, provides a relatively unique resource to the children of Waterbury. It is important that Access Rehab Centers continue to provide this outpatient support. Previous agreements with school systems, including the Waterbury School system, have allowed this provision to be met by the assurance that no therapist working for Access Rehab Centers would provide outpatient services to a child to whom they provide services in the school system. It is our belief that this arrangement meets the intent of the conflict of interest clause.

3a. Organizational Qualifications

**Company:**

Access Rehab Centers has provided therapy staffing to schools for many years. We have extensive experience in pediatric service provision throughout the entire spectrum of services including; neonatal services, Birth to Three services, specialty clinics that provide pediatric feeding groups, pediatric aquatics, general outpatient pediatric services, and school-based services. We also have on staff a certified assistive technology specialist.

Please see ATTACHMENT D for a complete Organizational Chart.

**Personnel:**

All staff provided under this contract will have an undergraduate degree and master's degree in Occupational or Physical Therapy from an accredited post-secondary institution, CT Health Department certification and CT State Department of Education certification. Preference will be given to those having Spanish bilingualism.

Each Occupational or Physical Therapist provided will have expertise in the principles, methods and procedures used to determine need for student services, design and implement individualized goals and objectives, conduct evaluations and screenings, assess and report on progress, observe, design and implement treatment plans, identify appropriate accommodations and assistive devices, design and implement research based early intervention and treatment plans, identify teaching strategies for students with related academic and educational needs, train and instruct staff and provide any other related service as required by the District.

All therapists that would be assigned would have at minimum, the prerequisite one year minimum experience and will have worked previously in a pediatric or school setting. With Waterbury School system's full prior agreement only, highly qualified Clinical Fellows will also be considered under certain conditions, working under the supervision of Access licensed therapists.

**Retention/turnover rate:**

The retention rate of all Physical Occupational and Speech therapists at Access Rehab Centers has always been above 90% annually.

**3b. Work Plan/Service Delivery Model**

Therapists assigned to this contract will work under the direct guidance or direction of district personnel. They will provide services to assigned case loads and perform other responsibilities including but not limited to

participation in PPT meetings and other activities to meet district requests or responsibilities. They will collaborate, train, assist and consult with Waterbury staff as requested.

Therapists assigned to this contract will maintain appropriate records of work including but not limited to attendance, therapy, progress, IEP's, reports, evaluations, data and daily time records. They will provide the Waterbury School District any documentation requested in an acceptable form and manner and in compliance with all relevant Federal laws including those laws relating to student records and confidentiality and special education, relevant Connecticut laws and regulations and City of Waterbury laws, procedures and directives.

**Service Delivery Model:**

Billable services will be provided utilizing the follow models:

- Direct service delivery is hands-on time spent with the children. This includes individual as well as group therapy. Whenever possible, this would take place within the student's normal routine.
- Consultative service delivery includes an education professional seeking out a therapist with concerns or questions usually on a one-to-one basis. The therapist acts as a resource to be accessed by the teacher or the education team. This can include modeling behaviors, providing information for the development of IEPs, or information on specific therapeutic techniques/principles/methods of interaction.
- Indirect service delivery includes therapists providing recommendations as well as educating other professionals via in-services, reports, small group meetings, and meetings on a one to one basis.

\* PPTs and reports could be considered to be indirect or consultative depending on the subject being discussed.



- Program management by a lead clinician.

3c. Services Expected of the City

The services that would be required from the Waterbury School System / City would include:

- Access to adequate space for the performance of any necessary evaluations, treatments, fabrication of adaptive equipment, and documentation.
- Access to relevant records or information necessary to provide the optimal level of services.
- Access to the students as agreed in the students IEP.

4. Cost Schedule

Please see 3-year Cost Schedule in a separate sealed envelope.

5. Information Regarding failure to Complete Work, Default and Litigation

- To date, Access Rehab Centers has never failed to complete work awarded to it as part of an RFP awarded contract.
- Access Rehab has never defaulted on a contract.
- There is no pending litigation involving Access Rehab Centers.
- We have never had a contract terminated for cause.
- We have never been named in a lawsuit related to errors and omissions.
- We have never filed for protection under Federal Bankruptcy laws.
- We have never exceeded the amount of a contract we were awarded.
- There are no other factors or information that would affect Access Rehab's ability to provide the services sought by the City in its RFP.

6. Access Rehab Centers does not take exception to any requirement in the RFP.

7. Additional Information: We authorize the City to request of us directly or of any persons, firms or corporations to furnish any information requested by the City in verification of the recitals included in this RFP response.

A Hachment A

## ATTACHMENT A

### SCHOOL CONTRACTS SERVICED OVER LAST 5 YEARS

1. CREC, ATTN: Alisa Collins, 111 Charter Oak, Hartford, CT 06106.
  - Service provided: Speech @ E.C. Vinal Tech and Goodwin Tech.
  - Contract periods include:
    - a. 7/1/2011 – 6/30/2012. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of the contract = up to \$60,000.00.
    - b. 11/26/2012 – 6/30/2013. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of billing = \$39,663.00.
    - c. 7/1/2013 – 6/30/2014 School Year. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of the contract = up to \$82,900.00.
    - d. 7/1/2014 – 6/30/2015 School Year. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of the contract = up to \$72,000.00.
    - e. 7/1/2015 - 6/30/2016 School Year. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of the contract = maximum amount \$67,352.00.
    - f. 7/1/2016 – 6/30/2017 School Year. Contract is in place and is currently active. Services were started on time and in budget. Gross amount of the contract = maximum amount \$67,352.00.
2. CREC TABS Division Hartford, ATTN: Margaret MacDonald, 111 Charter Oak, Hartford, CT 06106.
  - Service provided: Speech @ University of Hartford Magnet School, Reggio Magnet School of the Arts, Vernon Elementary School, and Simsbury High School.
  - Contract periods includes:
    - a. 4/5/2011 – 6/30/2011. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of billing = \$10,804.00

- b. 9/1/2011 – 12/31/2011. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of billing = \$6,726.00.
  - c. 9/10/2012 – 6/30/2013. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of billing = \$23,429.00.
  - d. 11/26/2012 – 6/30/2013. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of billing = \$34,677.50.
3. **CREC**, ATTN: Janet Scialdone, 111 Charter Oak, Hartford, CT.
- Service provided: Speech at Torrington School System.
  - Contract period was 5/21/2012 – 6/13/2012.
  - Contract was in place and has since expired. Services were started on time and in budget. Contract amount = up to \$3,360.00.
4. **Naugatuck Public School**, ATT: Tom Pompei, Athletic Director, 543 Rubber Ave., Naugatuck, CT 06770.
- Service provided: Athletic Trainer.
  - Contract periods include:
    - a. 8/1/2011 – 6/30/2013. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of the contract/billing = \$60,000.
    - b. 8/1/2013 – 6/30/2015. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of the contract/billing = \$65,000.
    - c. 8/1/2015 – 6/30/2017. Contract is in place and is currently active. Services were started on time and will be within budget. Gross amount of contract/total amount of billing for this period will be = \$70,000.
5. **Pomperaug Regional School District 15**, ATTN: Donna Popowski, 286 Wittemore Rd., P.O. Box 395, Middlebury, CT 06762-0395.
- Service provided: Speech.

- Contract period was 8/31/12 – 10/1/12. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of billing = \$9,912.00.

- Service provided: OT.

- Contract period was 3/31/12 – 4/30/2012. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of billing = \$5,053.75.

**6. Waterbury Public Schools, 236 Grand Steet-2<sup>nd</sup> floor, Waterbury, CT 06706.**

a. Services provided: PT/OT.

- Contract was in place and has since expired. Services were started on time and in budget.

- Contract was for 8/29/2011 – 6/30/2014 which includes three, one year schedules. Those schedules are: Year One (8/29/11 – 6/30/12) Gross amount of contract = \$839,270.00, Year Two (7/1/12 – 6/30/13) Gross amount of contract = \$863,650.00, Year Three (7/1/13 – 6/30/14) Gross amount of contract = \$888,720.00. Total three years = \$2,591,640.00.

b. Services provided: PT/OT/Speech.

- Contract is for 7/1/2014 – 6/30/2017 and is currently in place and active. -- Services started on time and are anticipated to be in budget.

Contract for 7/1/2014 – 6/30/2017 broken down as follows: Year one (7/1/2014 – 6/30/2015) Gross amount of contract = \$1,379,975, Year two (7/1/2015 – 6/30/2016) Gross amount of contract = \$1,398,120. Year three (7/1/2016 – 6/30/2017) Gross amount of contract = \$1,445,870. Total three years = \$4,223,965.00.

**7. Watertown Public School, 779 Buckingham Street, Oakville, CT 06779.**

- Services provided include: OT, PT, and Speech.

- Contract period was 2011 – 2012 school year and is no longer in place. Services were started on time and in budget. Gross amount of billing = \$6,522.00.

**8. Westover School, ATTN: Tiz Mulligan, Athletic Director, P.O. Box 847, Middlebury, CT 06762. Service provided: Athletic Trainer.**

- Contract periods include:
  - a. 8/1/2011 – 6/30/2013. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of billing = \$34,587.
  - b. 8/1/2013 – 6/30/2015. Contract was in place and has since expired. Services were started on time and in budget. Gross amount of billing = \$38,062.50.
  - c. 8/1/2015 – 6/30/2017. Contract is currently in place and is active. Services were started on time and will be within budget. Total amount of billing year to date 1/31/17 = \$30,116.50.
- 9. **Wolcott Public School**, ATTN: Robin Marino, 1488 Woodtick Rd., Wolcott, CT 06716. Service provided: Speech.
  - Contract period was 3/1/2012 – 10/16/2012 and has since expired. Services were started on time and in budget. Gross amount of billing = \$33,017.50.

A Hachment B



## Therapist Resumes

### **Occupational Therapy**

Melanie Aftkowski

Kristin Antonucci

Penelope Barsch

Rivka Barth

Geri Campbell

Shannon DePodesta

Elizabeth Jaffin

Danielle Lucarelli

Nancy Renner

Denise Schielke

Chana Schuck

### **Physical Therapy**

Sheri Camputaro

Janet Gagas

Christie Koukopoulos

Susan Masayda

Anneliese Sensini

Melanie Aftowski  
812 Savage Street  
Southington, CT 06489  
Home: (860) 276-9603 Cell: (203) 808-8605  
[meltowski@gmail.com](mailto:meltowski@gmail.com)

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## PROFESSIONAL SUMMARY- Registered Pediatric Occupational Therapist

Pediatric occupational therapist with 15 years of pediatric experience and 13 years in a school based setting. Skilled in providing quality occupational therapy services to children with special needs ages birth to 21 in school, home, and out-patient settings. Possess skills in evaluation, treatment planning/implementation, caregiver/staff education, and implementation of therapeutic techniques/strategies including sensory diets, fine/visual motor programs, and assistive technology/adaptive equipment. Participated in ongoing collaborative teaming and professional development opportunities Strengths lie in ability to be flexible, manage large caseload effectively, and develop excellent rapport with patients, families, and other team members.

## PROFESSIONAL CERTIFICATION/LICENSE-

Licensed Occupational Therapist, State of CT- license: #002687                      current through 7/31/17  
NBCOT- Registered Occupational Therapist- certification #1055464              current through 3/31/18  
CPR Certified    updated 8/15

## PROFESSIONAL EXPERIENCE

Access Rehab Centers, Middlebury, CT    8/05-present  
Pediatric Occupational Therapist-Waterbury School Contract

- Provided OT services primarily to children in pre-school through 5<sup>th</sup> grade with a variety of diagnoses including ADHD, Down syndrome, cerebral palsy, learning disability, visual impairment, hearing impairment, emotional disturbance, autism, and sensory processing disorder.
- Performed screenings and initial/re-evaluations to determine students' functional level of performance in the school setting
- Established appropriate goals/objectives, planned interventions, and treated all students individually or in small groups
- Worked collaboratively and consulted with teachers, staff, and other team members including parents for carryover of therapeutic techniques/strategies, sensory diets, assistive technology/adaptive equipment, and fine motor programs
- Maintained detailed documentation of student attendance, progress towards established goals/objectives, and consultation time
- Completed paperwork for annual reviews, evaluations/re-evaluations, screens, and Medicaid on Tienet and attended and reported at PPT's/504 meetings
- Developed a goal/objective bank for our team of therapists
- In-serviced the therapy team on various topics such as IPAD apps for school based therapy.

-Worked in outpatient pediatric clinic evaluating, establishing plan of care, and providing treatment to children 6 months to 12 years.

Area Cooperative Educational Services, North Haven, CT  
School Based Occupational Therapist

1/03-8/05

- Worked in Waterbury Public Schools servicing children in pre-school through high school with a large variety of diagnoses/disabilities
- Experience using assistive technology devices to facilitate student learning and access to the environment

Therapy Unlimited, Oakville, CT  
Pediatric Occupational Therapist

8/01-1/03

- Worked in schools, homecare, birth-to-three program, and sensory integration clinic
- Developed home programs/sensory diets and provided parent education
- Worked as a service coordinator for birth-to-three clients

## EDUCATION

**Bachelor of Science in Occupational Therapy** with a minor in psychology  
American International College, Springfield, Massachusetts  
Graduated *magna cum laude* with a GPA of 3.829

2001

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# Kristin A. Antonucci, OTR/L

110 Woodbury Road, Watertown, CT, 06795 (917) 532-4883 [kristin.antonucci@yahoo.com](mailto:kristin.antonucci@yahoo.com)

## Education

December 2000

University of Florida, Gainesville, FL

*Master of Health Science*

- Post-Baccalaureate Program in Occupational Therapy
- Article Publication: *American Journal of Physical Medicine and Rehabilitation*, March 2002. First authorship.

May 1998

James Madison University, Harrisonburg, VA

*B.S., Health Sciences*

- Summa Cum Laude

## Work Experience

August 2015-present

ACCESS Rehab Centers, Waterbury, CT

*Occupational Therapist, Waterbury School System*

September 2011- present

VNA Healthcare, Waterbury, CT

*Occupational Therapist*

- Evaluation and provision of home-based therapy to homebound adult population with variety of diagnoses. Includes home safety assessment.

May 2010-2012

Advance Therapy Associates, Inc., Middlebury, CT

*Occupational Therapist*

- Evaluation and treatment of pediatric patients with a variety of diagnoses including autism, developmental delay, cerebral palsy, and sensory processing disorders to improve functioning in age-appropriate ADL.

July 2007- May 2010; September 2010-present(per diem)

Saint Mary's Hospital, Waterbury, CT

*Staff Occupational Therapist*

- Evaluation and treatment of patients in outpatient setting.
- Diagnoses including UE and hand orthopedic injuries and conditions, postoperative cases, acute and chronic neurological conditions.

September 2004- July 2007

New York Presbyterian Hospital, Weill Cornell Medical Center, New York, New York

*Staff Occupational Therapist, Interim Senior Occupational Therapist*

- Screening, evaluation and treatment of patients on inpatient rehabilitation, acute medical, and acute neurological/neurosurgery units.
- Interim Senior Therapist duties in dysphagia management and supervision of Level and I and II students.

March 2001-September 2004

NYU Hospital for Joint Diseases, New York, NY

*Staff Occupational Therapist*

- Screening, evaluation, and treatment of patients on inpatient orthopedic and brain injury/neurorehabilitation units.

## Professional Certifications and Skills

- NBCOT- initial licensed 4/01, member #1049388.
- Connecticut Dept. of Public Health, certified Occupational Therapist.
- Health Provider CPR/AED certified; American Heart Association.

52 Church Street FL 1  
Wallingford CT 06492  
203-605-9424  
[pbarschi@juno.com](mailto:pbarschi@juno.com)

## PENELOPE BARSCH

### OBJECTIVE

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To be employed as a COTA in a pediatric or school setting

### SUMMARY OF QUALIFICATIONS

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Employed as a school based therapist assistant in Connecticut since 1988

- \* Responsible for caseload of up to 40 students, including treatment, consultation, development of annual goals and objectives and completing reevaluations
- \* Students diagnosis includes Autism, Cerebral Palsy, Visual Impairment, Learning Disabled and Behavior Disorders

### WORK EXPERIENCE

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**November 2005-present**

**ACCESS REHAB** Middlebury Connecticut  
COTA in Waterbury School system

- \* Provide occupational therapy services to students from preschool through high School under the indirect supervision of an OTR

**August 1998-October 2005**

**AREA COOPERATIVE EDUCATIONAL SERVICES** Hamden, Connecticut

- \* Unit liaison 1996-2005
- \* Provided occupational therapy services to students in Waterbury and New Haven public schools as well as ACES Village Road and ACCESS Over 21 Programs
- \* Coordination of OT/PT services for Waterbury ESY program
- \* ACES Executive Director Employee Award

## EDUCATION

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1996-1988 Manchester Community College    Manchester, Connecticut  
*Associate in Science Degree*

Current Certification with NBOCT # 086808  
Current State of Connecticut license #000180

## EXTRA CURRICULAR ACTIVITIES

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Published photographer  
Guardian/Advocate for two gentlemen with developmental disabilities  
Hiking

## REFERENCES

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Mrs. Nancy Renner  
3 Nicholas Circle  
Wolcott, CT 06716  
203- 232-0004  
Occupational Therapist Lead Clinician ACCESS REHAB Waterbury School Contract

Ms. Ruby Benarroch  
2 Treat Street Unit 11 A  
West Haven Connecticut 06516  
203-931-7874  
Physical Therapist ACES

Janet Gagas  
78 Green Hill Rd.  
Middlebury, CT 06762  
203-910-8874  
Physical Therapist ACCESS REHAB

# RIVKA BARTH, OTR/L

89 Crescent Street  
Waterbury, CT 06710  
Home: (203) 755-0582  
Email: [rivkybarth@juno.com](mailto:rivkybarth@juno.com)

## Objective

Seeking a position as a school based occupational therapist, to utilize my acquired knowledge and clinical skills in the delivery of quality health care services.

## Education

5/02-12/04	SUNY Downstate Medical Center Masters in Occupational Therapy	Brooklyn, NY
8/00-1/02	Touro College Bachelors in Psychology	Brooklyn, NY

## Clinical Experience-Level I

2/04-4/04	<i>Pediatrics</i> - Createabilities Occupational Therapy, PLLC	New York, NY
10/03-11/03	<i>Physical rehabilitation</i> - Coler Goldwater Specialty Hospital	New York, NY
2/03-4/03	<i>Psychosocial rehabilitation</i> - St. John's Episcopal Hospital	Far Rockaway, NY

## Clinical Experience-Level II

9/04-12/04	<i>Pediatrics</i> - Department of Education: P.S. 257	Brooklyn, NY
	▪ Experience with a variety of diagnoses, including: asthma, ADHD, cerebral palsy, diabetes, Down syndrome, mental retardation, muscular dystrophy, learning disability and sensory integration disorder.	
6/04-8/04	<i>Physical Disabilities</i> - Susan Smith McKinney Nursing and Rehabilitation Center	Brooklyn, NY
	▪ Experience with a number of medical conditions, including: amputations, cancer, cardiovascular disease, cerebrovascular accident, dementia, fractures, and obesity.	

## Work Experience

9/05- Present	Occupational therapist (School Based)- Access Rehab	Waterbury, CT
5/05- 7/05	Occupational therapist- Yeled V'Yalda Early Childhood Center	Brooklyn, NY
9/00-6/01	Assistant teacher- Chaim Berlin Elementary School	Brooklyn, NY

## Volunteer Experience

7/04-12/04	Fund raiser for Girls Town- charity for orphans	Jerusalem, Israel
4/02-4/04	Bridges for Children- after school program	Flushing, NY
9/02-4/04	Tomche Shabbos- food packages for the needy	Flushing, NY
1/01-3/01	Omni Rehabilitation Center- OT department	Brooklyn, NY
10/01-12/01	Prospect Park Nursing Home- OT department	Brooklyn, NY

Awards

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12/04 Publication In *OT Practice*  
1/02 Magna Cum Laude- Touro College  
9/00 Touro College Merit Scholarship

Certifications

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5/05 CPR  
5/04 HIPAA certification  
6/00 Teacher's certification

References

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Nancy Renner, OTR/L (203)232-0004  
Joyce Sabari, OTR/L (718)270-7731



Geraldine (Gerri) A. Campbell, BS-MT, M.S., OTR/L  
102 Richardson Drive  
Middlebury, CT 06762  
(203) 982-0691

**Education:** Master's of Science in Occupational Therapy  
Mercy College, Dobbs Ferry, New York  
Academic Requirements complete 12-5-98 (with honors)  
Board Certification notification May 1999 #1033436

Bachelor's of Science  
Mercy College, Dobbs Ferry, New York  
February, 1999

Bachelor's Degree in Music/Music Therapy  
University of Wisconsin-Oshkosh, January 1977  
Currently Board Certification #14191

**Occupational Therapy License:**

State of Connecticut, Department of Public Health  
Occupational Therapy License No. 002390 Current through 7-31-2017

**Fieldwork:** *September 1, 1998 through November, 1998*  
Bridgeport Health Care Center, 600 Bond St., Bridgeport, CT 06610  
Adult Rehabilitation/full-time 12 weeks

*May, 1998 through August, 1998*  
Feroletto Children's Developmental Center/Saint Vincent's Special Needs  
Services, Trumbull Corporate Park, 95 Merritt Boulevard, Trumbull, CT  
0-3 program, day school 5-21/full-time 12 weeks

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**Work Experience:**

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*August, 2009 to present: Constellation Health Services – Full-time, School Based  
Practice, Pre-K through 5<sup>th</sup> (plus middle school in Greenwich), evaluations,  
consultation, direct service, out of district evaluations*  
14 Westport Avenue, Norwalk, CT 203-845-8000

- *August 2009-2010 Greenwich Public Schools*
- *August 2010-2011 Greenwich Public Schools*
- *August 2011-2012 Oxford Public Schools*
- *August 2012-2013 Oxford Public Schools*
- *August 2013-2014 Darien Public Schools*
- *August 2014-2015 Darien Public Schools*
- *August 2015 to Present Darien Public Schools*

• *Easton Extended School Year 2013-present*

August 1, 2008 through July 2009: High Country Early Intervention

3105, Suite B, Clearwater Drive, Prescott, AZ (928) 776-9285  
 Full-time Occupational Therapist and Music Therapist  
 Birth – Three services as well as Developmentally Disabled Children 3-21  
 OT Evaluation, Treatment, Supervision (C.O.T.A.)

June, 2007 through July 2008: Children's Therapy Services

Cindy Jackson, M.S., PT (203) 271-3288  
 46 Roxbury Court, Cheshire, CT 06410-1511  
 Full-Time Occupational Therapist  
 Contracted Services: Watertown School District (K through 12), Birth-to-Three Services

April, 2003 – July, 2008: Abbott Terrace Health Care (Athena)

Todd Paladino, Rehab. Director (203)755-4870  
 44 Abbott Terrace, Waterbury, CT 06702  
 Per-diem – Occupational Therapist – Sub-Acute Rehabilitation

September, 2001 – June, 2007: School District 15/Southbury-Middlebury, CT

Full-time Occupational Therapist/(203) 758-1144  
 Student Caseload- preschool programs, K-3, Middle and High Schools  
 Student Services (203) 758-8258

April, 2002 – April 2003: Carolton Chronic & Convalescent Hospital, Inc.

Mill Plain Road, Fairfield, CT 06430  
 (203) 255-3573  
 Per-diem – Occupational Therapist (sub-acute rehabilitation)

August, 2000 – September, 2001: Pediatric Occupational Therapy Services, Inc.

Tara Glennon, MS, OTR/L Executive Director/(203) 255-3669  
 1300 Post Road Suite 203, Fairfield, CT 06430  
 Full-time Occupational Therapist  
 Child caseload: clinic, Coleytown Elementary School, Westport (K-5),  
 Wilton-Middlebrook Middle School (6-8)

September 1999 – July 2000: Feroletto Children's Development Center/Saint

Vincent's Special Needs Services, Corporate Park, 95 Merritt Boulevard,  
 Trumbull, CT (203) 375-6400  
 Part-time Music Therapist/day school 5-21 years or age

December 1996 – September 2000: Connecticut Valley Hospital, Middletown, CT

P.O. 351, Silver Street, Middletown, CT 06457 (860) 262-5000.  
 Rehabilitation Therapist II (Music Therapy), Addiction Services Division

Evaluations, therapy groups, leisure education program, case management/placement


1983 – December 1996: Fairfield Hills Hospital, Newtown, CT 06470

Rehabilitation Therapist II (Music Therapy)  
Drug Rehabilitation/Alcohol Rehabilitation Programs  
Music Therapy Internship Program, Director, Senior Staff-  
Program Development

*References:*

Tara Lenese, M.S., Special Education, District Pre-K/Early Learning Program  
Ox Ridge Elementary School, 395 Mansfield Avenue, Darien, CT 06820  
[tlenese@darienps.org](mailto:tlenese@darienps.org)

Kristin Downer, M.S., OTR/L, Supervisor/Constellation HS/Darien School District  
[kdowner@darienps.org](mailto:kdowner@darienps.org)

 Joanne Drouillard, M.S., OTR/L, Director of School-Based Practice/Constellation HS  
(203)845-8000 [jdrouillard@constellationhs.com](mailto:jdrouillard@constellationhs.com) or Kristin Downer

Barbara J. Hill, MHA, OTR/L, Pre-Executive Director, High Country Early Intervention,  
3105 Clearwater Drive, Suite B, Prescott, AZ (864) 608-5437 (no longer resides in  
Arizona however the cell phone provided has been accurate)

Linda Bosse, MT-BC, Previous Director of Rehabilitation Therapy Services, Connecticut  
Valley Hospital, Middletown, CT (direct supervisor from 11-83 through 9-2000)  
(203) 723-2298

Additional references can be provided if needed.

# Shannon DePodesta

I am Registered Occupational Therapist with experience in multiple environments

Plantsville, CT 06479

shannon.depodesta@gmail.com - home 860/628-7427 cell 203/232-8702

Upon entering Quinnipiac College, I had goals to work with pediatrics. Throughout my career, I have incorporated my skills and experiences with birth to three, school based services including Home Care based pediatrics, short and long term rehabilitation services with multiple populations and diagnosis. As a clinician, I continued to support providing opportunities for students to observe myself in the field in all populations. Clinically, I have supervised level I and level II in the following: pediatric, SNF, and home care settings. After relocating, I utilized my global medical knowledge and skills with in sub-acute facilities, hospitals & home care with a multi-disciplinary approach creating my unique approach to establish plan of cares and treat individually and effectively. As a clinician today and the changing healthcare system, I exhibit the knowledge of both medical and equipment that can maximize function for my clients. Utilization of community resources, I have been able to provide DME, splinting, motorized wheel chairs and positioning equipment as indicated to maximize joint integrity and pain management. With each new challenge, I stepped into other populations, I broaden my prospective in Occupational Therapy enhancing my knowledge and ability treat each client holistically. However, my life blessed me with twin daughters. Clinically each day my goal is to provide my clients the opportunity for best function in their environment. This has allowed to branch into variety of challenges throughout my career.

Authorized to work in the US for any employer

## WORK EXPERIENCE

### Occupational Therapist

Hartford HealthCare Rehabilitation Network - New Britain, CT - August 2006 to Present

OT for Southington Care and Jerome Home

#### Responsibilities

Treatment, evaluations, team collaboration on discharge planning, equipment education

#### Accomplishments

The pace of SCC is fast. They are the leading rehab center in the area. This maximizes the variety of patients I treat and provide intervention facilitating a safe discharge home into the community with HomeCare. With my knowledge of home care, I am able to assist and answer questions in advance for patients prior to discharge.

#### Skills Used

Rehab Optima with billing/ Charting

WheelChair assessments, cognitive assessment, feeding assessments & equipment assessment for self care, range of motion, coordination, transfers, independent skills for function at home and pain management as indicated.

### School Based Occupational Therapist

Access Rehabilitation Services - Middlebury, CT

Responsible for caseload for Skilled Occupational Therapy Services provided for children mainstreamed Pre-K thru Middle school aged children including Essential Skills Class Rooms. Providing consultation to the classroom teacher and Para- Professionals to complete functional fine motor and visual motor skills for best success in the class and independence in the school including self help as indicated per their IEP goals.

Completing screens, weekly intervention for direct and indirect service and evaluations as required for school district.

Participation with Planning and Placement Meetings for individual student and 504 plans for teams.

Completion of goals, screens and evaluations per requests for each students individual needs.

### **Occupational Therapist**

Hartford Hospital @ Jerome Home in New Britain - New Britain, CT - December 2014 to July 2016

#### Responsibilities:

treatments, evaluations, participation with weekly planning for patient specific with the team and family for d/c planning, durable medical equipment education, orthotic fitting and training, staff training with transfers and positioning, and COTA supervision, communication with Director of Nursing, Charge Nurses and Staff weekly for coordination of services

#### Accomplishments

participation with EMR addition to daily intervention and importance to weekly skill with daily reporting; participated without patient clients

#### Skills Used

documentation, consultations, transfers, communication with staff and supervision with COTA as indicated with completion of OTR/L responsibilities

### **Occupational Therapist for Pediatrics**

Dynamic Therapy Services LLC. - Waterbury, CT - March 2016 to June 2016

#### Responsibilities

Evaluation, treatment, schedule, communication with Doctor, parents, teacher, be the role of Occupational Therapy for a children.

#### Accomplishments

Establishing intervention of skilled OT services within this venue for children of medical need to increase fine motor, sensory modulation, gross motor skills for play ground participation, visual perceptual with hand writing skills and self help skills.

#### Skills Used

Approach of using multi sensory approach during treatment for impact for intervention

### **Occupational Therapist**

All Star Rehab - Plainville, CT - August 2008 to January 2015

#### Responsibilities

Per diem therapist

### **Occupational Therapist**

Foremost Rehab - Cheshire, CT - April 2004 to August 2009

Job shared part time therapist : OTR/L per job description

### **Occupational Therapist**

Preferred Therapy Solutions - East Hartford, CT - April 2004 to August 2009

Per job description  
Per diem therapist  
Supervised COTA weekly

### **Occupational Therapist**

Eden Park The Pines - Bristol, CT - October 2002 to January 2004

#### Responsibilities

OT supervisor , treat, evaluate, team meetings , scheduling , PPS assessments

#### Accomplishments

Clinical supervisor of level 2 Quinnipiac Student ,

### **Occupational Therapist**

Roncali Health Care - Waterbury, CT - October 2001 to October 2002

### **Occupational Therapist**

Norwalk Rehabilitation Services - Norwalk, CT - April 1998 to September 2001

I was a lead OT in a pre-school special education program with full case. I provided supervision to two Full time COTA's. I attend multiple sensory processing classes, handwriting without tears, and modification to tools with in the classroom facilitating function. Provided supervision to level II fieldwork student at Quinnipiac College & Supervision to Certified Occupational Therapist Assistant.

### **Occupational Therapist**

Mariner Health Care - Niantic, CT - December 1996 to June 1998

#### Responsibilities

OT EVAL, Treatments, team meeting, biweekly MD rounds, co-treating rehab,

## EDUCATION

### **BS Science in Occupational Therapy**

Quinnipiac University - Hamden, CT

1992 to 1997

## SKILLS

Completed SENSORY PROCESSING PRAXIS TEST (SIPT) 2001 All-scripts for home care based multi based intervention for assessments ,treatments & evaluations , rehab optima for billing/ charting

## CERTIFICATIONS/LICENSES

### **CPR**

February 2014 to 2016

Pediatric & adult CPR

## RESUME

**Elizabeth Jaffin, MS, OTR/L**

110 Peter Road  
Woodbury, CT 06798  
(203) 856-0630

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### Professional Summary

I have been working with pediatric populations, primarily in public school settings, since 1985. My experience includes providing occupational therapy services to children with a variety of medical and educational diagnoses and working as part of an educational team as well as with families.

### Qualifications

- Extensive experience in providing occupational therapy services to public school students aged 3-21 with a variety of diagnoses including autism, vision impairment, cerebral palsy, ADHD, mental retardation and learning disabilities.
- Experienced in providing educationally relevant assessments to students aged 3 – 21.
- Have provided assessment and therapy services through 0-3 programs, integrated preschool, and for elementary through high school-aged students.
- Have worked in individual/small group settings as well as through consultation and inclusion models.
- Experienced in using a variety of treatment strategies including sensory integration, neuro-developmental treatment, feeding, assistive technology and functional activity-based therapy.
- Experienced in using IEPDirect and Tienet
- Experienced in writing measurable goals/objectives and in data collection.
- Able to work well with other team members and families.
- Have provided in-services for peers and parent groups.
- Have kept current through continuing education.

### Education

Diploma of the College of Occupational Therapists

Dorset House School of Occupational Therapy, Oxford, England

Bachelor of Science in Occupational Therapy

Master of Science in Developmental Disabilities: OT/PT in the Schools

New York Medical College; Westchester Institute of Human Development

## Work Experience; Public Schools

- 2014 – Present      Access Rehabilitation Associates
- Waterbury Public Schools Contract
- 2014 – Present      ACCESS School and Gertrude Fielding Learning Center
- 1995 - 2011      Ridgefield Public Schools
- 2009 – 2010      Region 14 Public School
- Per diem services
- 1991 - 1995      Ridgefield Public Schools
- Per diem services
- Norwalk Public Schools
- Per diem services
- 1989 - 1991      Greenwich Public Schools
- 1986 - 1989      Cooperative Educational Services, Fairfield, CT;
- Contract services to the Greenwich Public Schools
- 1985 - 1986      Easter Seals Rehabilitation Center, Stamford, CT;
- Contract services to the Stamford Public Schools

## Other Pediatric Work Experience

- 2011 - present      Education Connection Birth to Three Program
- General and autism specific programs
  - Assessment
  - Family-based, transdisciplinary services
- 2015 – 2016      Little Britches Therapeutic Riding Program
- 2011 - 2012      Child and Family Network Birth to Three Program
- Assessment
  - Family-based, transdisciplinary services
- 1994 - 1995      Rehabilitation Associates of Fairfield;
- Assessment team for 0-3 children
  - Home-based services for 0-3 children
- 1986 - 1992      Greenwich Association of Retarded Citizens (ARC);
- Home-based and center-based 0-3 services

## Other Work Experience

- 1986 – 2006      Worked for a number of homecare agencies, including the Ridgefield VNA
- Provided home care services, primarily for adults

References available on request



**Danielle Lucarelli**

250 Christian Street

Oxford, CT 06478

203-206-4721

[Dandgluc@aol.com](mailto:Dandgluc@aol.com)

**Enthusiastic occupational therapist with over 23 years of clinical experience**

**Objective:** To obtain a challenging position in the field of occupational therapy in a progressive health care company that would enable me to use my experience with both adults and children.

**WORK EXPERIENCE:**

10/2016 – present    **Little Britches Therapeutic Horseback Riding**

- Facilitate and assist with exercise programs for children and adults while maintaining balance/posture on horseback

01/2007 – present    **Access Rehab Centers**

- Assistant Supervisor to OT department for public school contract (10/2016 to present)
- Effectively communicate with team members regarding students progress, as well as offer recommendations for school success
- Accurately assess and formulate treatment plans in a school setting
- Accurately assess and formulate treatment plans in an out-patient setting
- Manage Level I and II OT student fieldwork programs as well as supervise both Level I and Level II students
- Work cooperatively with peers to contribute to overall productivity
- Eagerly volunteer for other job related duties

09/2006 – 10/2007    **Connecticut VNA**

- Staff Occupational Therapist
- Provide occupational therapy services in the home setting to children and adults
  - Communicate with doctors, nurses and families to provide comprehensive treatment

12/1996 – 09/2006 Easter Seals Rehabilitation Center of CT

- Staff Occupational Therapist
- Fieldwork Coordinator
- Provide occupational therapy services in an out-patient setting to children and adults
- Provide occupational therapy services to children in the Birth to Three Program
- Provide occupational therapy to children in the school system

**Education:** University of New Hampshire, Durham, New Hampshire

Bachelor of Science, Occupational Therapy

**References Furnished Upon Request**

Nancy B Renner, OTR/L  
3 Nicholas Circle  
Wolcott, CT 06716  
203 879 3695 home  
203 232 0004 cell  
Rennerb2@sbcglobal.net

### EDUCATION

Quinnipiac University  
Attended: 9/74-5/78  
Honors: Dean's List: 1977-1978  
Degree: Bachelor of Science in Occupational Therapy

### CERTIFICATION and LICENSE

June 1978-National Certification in Occupational Therapy  
July 1978-CT State License

### EXPERIENCE

#### July 2005 to present:

ACCESS REHAB CENTER staff providing services within the Waterbury School System contract

Contract Lead Therapist: January 2012-present: currently supervising 26 therapists-OT/PT/SP, managing the program, providing direct services to approximately 45 students.

Contract program assistant manager: 4/08-12/2011 providing services to students-caseload approx. 50 students, present in-services to school, providing leadership/mentoring for 1 COTA and 7 OT's.

OT coordinator November 2005- 12/2011

#### August 2000 to July 2005:

Meriden Easter Seals staff providing services within Wallingford school system. Providing services to students PPT'd or 504'd for services as well as planning/presenting weekly classroom lessons. Work within integrated preschool to grade 5, including special education classes as well as regular education classes. Exceptionalities include autism, learning disabled, cerebral palsy, intellectually disabled, blind, neurologically impaired, spinal bifida. Supervise OT students from Quinnipiac University and University of Hartford.

#### October 2004 to October 2005

Per Diem services for Key Services, Farmington CT-providing service in pediatric group home-treatment and staff in-services

#### August 2001 to July 2005

Per Diem therapy services for OT Associates/Summit Enterprises, Prospect CT-providing services in group homes and private home visits -pediatric/adult population

#### September 1991 to June 2000:

Wolcott school system therapist. Lead OT 1991-2000 supervising 2-3 part-time therapists, student therapists from Quinnipiac University, University of Hartford (level I and II fieldwork) IDEA. 504 building coordinator at an elementary school, member of

Special Ed Advisory Committee, initiated town-wide curriculum change for handwriting program, provided in-services for staff development-"Fat Pencils I and II", sensory motor integration, assistive technology, parent workshop-Oral motor skills. Member of assistive technology team, preschool assessment team, integrated handicapped classroom collaborative team (elementary and middle school) and elementary school teams. Presenter at CT Early Childhood Education Council Conference 1995 and 1996. Handwriting workshops provided to private nursery schools, in Town 1998 and school system teachers 1998-2000. Therapy services provided to students pre-school through high school -including exceptionalities of autism, multi-handicapped, learning disability, intellectually disabled, medically fragile, cerebral palsy, neurologically impaired.

September 1982-January 1987:

Area Cooperative Education Services (ACES) Hamden CT Supervisory therapist 1984-1986 providing services within ACES schools, public schools- initiating transdisciplinary program, supervision of staff therapists, COTA's, student therapists

November 1978 to May 1982

The Rehabilitation Center Bridgeport CT-staff therapist-establishment of OT program within the public-school system, initiating evaluative pre-vocational program at Goodwill Industries, arthritis splinting, evaluation and treatment of children and adults in acute and rehabilitative settings. Supervision of student therapists and volunteers. Member of transdisciplinary team, funded by federal grant: MARCH-Mainstreaming and Rehabilitating Children with Handicaps

**COMMUNITY and COMMUNITY HONORS**

Boy Scout Troop 230 Scouting Coordinator: 1992-2000

Chairperson Cub Scout Pack 230: 1988-1991; Cub Scout Den/Patrol leader 1991-1995

Wakelee School PTA executive board member 1994-1998

Wolcott High School Parent Action Council executive board member 1996- 2006

Wolcott High School Parent Music Association executive board member 1999 to 2005

All Saints' Church-Altar Guild 1991 to present

Sunday School teacher 1993 -2000

Sunday School Superintendent: 2001-2003

Marilyn Altmeyer Community Service Scholarship Chair-2003 to

present

Farmingbury Woman's Club (community service club) -2006 to present

Roseann Barrett Award for life time volunteer work -2011

Weekly Reader Elementary School Exemplary Program Award 1998

Who's Who in Human Service Professional 1988-1989, 1992-1993

Who's Who in Medicine and Health Care 1999-2000

Boy Scouts of America Mattatuck Akele Award 1988-1989

Contributing author for program manual for MARCH program 1981-1982

DENISE SCHIELKE  
 157 MAPLE TREE HILL RD.  
 OXFORD, CT 06478  
 (203) 262-8828  
[KSCHIELKE@SBCGLOBAL.NET](mailto:KSCHIELKE@SBCGLOBAL.NET)

OBJECTIVE: OCCUPATIONAL THERAPY POSITION IN WATERBURY PUBLIC SCHOOLS

EDUCATION:

- KEUKA COLLEGE KEUKA PARK, NEW YORK 1998-2000  
 BACHELOR OF SCIENCE DEGREE IN OCCUPATIONAL THERAPY
- NVCTC WATERBURY, CT 1998-1998  
 ASSOCIATE DEGREE IN LIBERAL ARTS AND SCIENCE
- W.F. KAYNOR TECHNICAL SCHOOL WATERBURY, CT 1989-1998  
 HIGH SCHOOL DIPLOMA & HAIRDRESSING/COSMETOLOGY LICENSE

EXPERIENCE:

- ACCESS REHAB CENTERS PEDIATRIC SCHOOL BASED OT, MIDDLEBURY, CT NOV. 2004 TO PRESENT
  - WATERBURY PUBLIC SCHOOLS; IMPLEMENTING IEP'S, EVALUATIONS, TREATMENT, D/C PLANNING, & PPT MEETINGS
  - BIRTH TO THREE FOR EASTER SEALS; SERVICE COORDINATOR. IMPLEMENTING INDIVIDUALIZED FAMILY SERVICE PLANNING /IFSP
  - PEDIATRIC OUTPATIENT CLINIC, VNA HOMECARE
  - TYPICAL DIAGNOSES INCLUDE: PDD/AUTISM, CEREBRAL PALSY, DOWN'S SYNDROME, TORTICOLLIS, AND GLOBAL DEVELOPMENTAL DELAYS
- REGIONAL SCHOOL DISTRICT 14 PEDIATRIC SCHOOL BASED OT, WOODBURY, CT 2008-2013
  - ESY SUMMER PROGRAM
- CHILDREN'S THERAPY SERVICES PEDIATRIC SCHOOL BASED OT, CHESHIRE, CT 2012-2013
  - SERVICE THROUGH REGIONAL SCHOOL DISTRICT 15, SOUTHURY, CT
- ST. VINCENT'S PEDIATRIC OT SPECIAL NEEDS SERVICES, TRUMBULL, CT FEB. 2002 TO NOV. 2004
  - MULTIPLE HANDICAPPED PEDIATRIC POPULATION AGES 6-21, EVALS, GOAL WRITING, ANNUAL REPORTS, FOLLOWING IEP'S, & PPT MEETINGS
  - NDT TECHNIQUES, STATIC SPLINTING, WHEELCHAIR MODIFICATIONS, ORAL MOTOR AND FEEDING ADAPTATIONS, ADL TRAINING WITH ADAPTIVE EQUIPMENT, MANUAL THERAPY, CRANIOSACRAL AND MYOFASCIAL TECHNIQUES, SENSORY INTEGRATION TECHNIQUES

PROFESSIONAL AFFILIATIONS: MEMBER OF THE AMERICAN OCCUPATIONAL THERAPY ASSOCIATION, PHI THETA KAPPA  
 MEMBER NVCTC, DEAN'S LIST, KEUKA COLLEGE

# Chana Schuck, MS - OTR/L

143 Euclid Avenue  
Waterbury, CT 06710  
203-591-8938

E-mail: ymschuck@sbcglobal.net

## OBJECTIVE

A position in the field of occupational therapy where I can use my clinical experience, education, and interpersonal skills in an environment conducive to the development of knowledge and proficiency.

## EDUCATION

*Sacred Heart University*, Fairfield, CT  
Master of Science, **Occupational Therapy**, August 2002  
GPA: 3.8

*Touro College*, Brooklyn, NY  
Bachelor of Arts, **Psychology**, August 2000  
GPA: 3.8  
Dean's List: Fall 1996 – Spring 2000

## CERTIFICATIONS

NBCOT certification and Connecticut State license  
Water Safety Instructor, Life Guarding, and First Aid

## WORK EXPERIENCE

Access Rehab Centers/Waterbury Public School Contract, Waterbury, CT  
**Occupational Therapist**, March 2006 – Present

- ◆ Evaluated and provided intervention for school age children in the public school setting.
- ◆ Collaborated with team members at students PPT meetings.

Abbott Terrace Health Center, Waterbury, CT  
**Occupational Therapist**, February 2004 – March 2006  
River Glen Health Care Center, Southbury, CT  
**Occupational Therapist**, October 2002 – February 2004

- ◆ Evaluated and provided intervention for geriatric patients in a SNF setting.
- ◆ Collaborated treatment sessions with physical and speech therapies.
- ◆ Reported at weekly Medicare team meetings.
- ◆ Conducted in-services for the nursing staff about wheelchair parts and proper usage, range of motion, and safe transfers.
- ◆ Navigated through the custom wheelchair process to provide residents with an appropriate positioning device.

Children's Therapy Center, Watertown, CT  
**Occupational Therapist**, October 2004 – June 2005

- ◆ Designed and provided interventions to school aged children with sensory deficits in a sensory based clinic setting.

Yeshiva Rabbi Chaim Berlin, Brooklyn, NY

Teacher, September 1999 – June 2000

- ◆ Taught a first grade curriculum in an all boys' school.

P'TACH, Brooklyn, NY

Assistant Teacher, September 1997 – June 1998

- ◆ Educated children ages nine to thirteen in a self contained, special education classroom.

## FIELD EXPERIENCE

Living In Safe Alternatives, Inc., Wolcott, CT

Level II, May 2002 – August 2002

- ◆ Prepared and presented groups focusing on life skills to adolescent girls.
- ◆ Assessed and provided intervention for adolescent girls.
- ◆ Reported at weekly team meetings.
- ◆ Interacted with senior citizens at a weekly leisure group.

Access Rehabilitation Centers, Waterbury, CT

Level II, October 2001 – December 2001

- ◆ Aided and observed occupational, physical, and speech therapy sessions.
- ◆ Evaluated and provided intervention for adult and pediatric patients in an outpatient setting.
- ◆ Provided intervention for infants and toddlers in the Birth-3 program.
- ◆ Reported during team meetings.
- ◆ Designed two brochures about pediatric occupational therapy and sensory integration.

## RESEARCH

Exercise and imagery in the elderly, Graduate Thesis Paper

Principal Investigator

- ◆ Researched, designed, and implemented an exercise group for senior citizens.
- ◆ Prepared materials for a problem-solving group.

## SKILLS

Basic understanding of oral and written Hebrew

Proficient in Microsoft Windows, Word, and Office

Good educator, able to explain things very clearly

## ACTIVITIES

Member of AOTA and CONNOTA, 2000 – 2005

## REFERENCES

Available upon request

SHERI A. CAMPUTARO, PT  
118 South Airline Rd.  
Wallingford, CT 06492  
HOME: (203) 265-2921  
CELL: (203)751-2979  
E-MAIL: [sheric71@comcast.net](mailto:sheric71@comcast.net)

**CAREER OBJECTIVE:** To continue my career in physical therapy, with the focus in the pediatrics area.

**EXPERIENCE:**

**JANUARY 25, 2016 – PRESENT: CREC IPM, Hartford, CT.**

Per diem work as part of the Wallingford Public Schools Contract. Responsible for providing school based PT services to children with a variety of disabilities who attend elementary school. Collaboration between members of the educational team, conducting evaluations and travel between the schools are part of job responsibilities.

**FEBRUARY 13, 2007- PRESENT: Access Rehab Centers, Middlebury, CT.**

Full time, then per diem work as part of the Waterbury Public Schools contract. Responsible for providing school based PT services for children with a variety of disabilities from age 3 to 21. Collaboration between members of the educational team and travel between the schools are both part of job responsibilities. Also some per diem hours in a pediatric outpatient clinic, working with children from birth to 21 with a variety of diagnoses.

**AUGUST 2005 – 2008: CREC Soundbridge, Whethersfield, CT.**

Per diem work for this birth to three provider. Responsible for providing PT services to two children with hearing and balance impairments in the Fairfield county area.

**AUGUST, 2004 – FEB 2, 2007: WESTPORT BOARD OF EDUCATION, WESTPORT, CT.**

Full time physical therapist on staff for the Westport Public Schools. Responsible for providing quality physical therapy services to children from elementary to high school age within the school setting. Traveling between schools is necessary. Interdisciplinary teams are an integral part of all of the programs, so communication with other educators is essential.

**AUGUST 2003 – AUGUST 2004: GIANT STEPS OF CT, FAIRFIELD, CT.**

Staff physical therapist 3 to 4 days per week in a privately funded special education school. Children range in age from 6 to 18 with a



variety of disabilities such as traumatic brain injury, autism, mitochondrial disorder, seizure disorder, intellectual deficiency, and a variety of other syndromes. Interdisciplinary teams are part of the responsibilities in the job.

**DEC. 1996 – AUGUST, 2003: REHABILITATION ASSOCIATES, INC.  
FAIRFIELD, CT.**

Full time pediatric therapist. Responsible for providing physical therapy services by agency contract in the Westport public school system at the elementary and preschool levels. Children have a variety of disabilities such as Cerebral Palsy, Autism, Down's syndrome, developmental delay, hypotonia, or mental retardation of varying degrees. Also have provided physical therapy services in the Birth to Three system under Rehabilitation Associates for the past 5 years of employment time.

**DEC. 1993 – DEC. 1996: GRIFFIN HOSPITAL, DERBY, CT.**

Full time staff therapist, community hospital setting. Acute care and outpatient rotations—adult and pediatric clients.

**EDUCATION:**

**MAY 1993:** Received a *Bachelor of Science degree in physical therapy* from Quinnipiac College, now Quinnipiac University. Clinical internships include Newington Children's Hospital, where I worked with children and teenagers with a variety of diagnoses.

**CONTINUING EDUCATION:**

Courses attended include Therapy in the schools conference, vestibular rehabilitation, NDT techniques, transitions from birth to three to adulthood, positioning, mobility, myofascial release for the pediatric population, feeding disorders and oral motor techniques, orthotic options including the walk aide, and manual therapy. Also several departmental inservices focusing on issues in pediatrics, both medically and educationally based.

**OTHER:**

CPR certified.

Janet M. Gagas, PT  
78 Green Hill Road  
Middlebury, CT 06762  
203-910-8874  
[JanetGagasPT@gmail.com](mailto:JanetGagasPT@gmail.com)

**Objective:** To work in a pediatric environment treating children with special needs to promote their overall development of gross motor skills and to work with team members to provide quality care.

**Education:**

University of Connecticut  
Bachelor of Science in Allied Health with a Major in Physical Therapy

**Courses taken include:**

Yoga for Therapeutic Rehabilitation, Pediatric dynamic bracing, Kinesiotaping, Practical sensory motor strategies to help PT/OT, Brain Gym and Educational Kinesiology, Teaching Students who are Visually Impaired with Multiple Disabilities, (including deaf-blindness), Sensory Integration and Self Regulation in Early Intervention and Preschool, 14th Annual Therapies in the School, Current Trends in Pediatric Orthotic Management, The Child with Neurological Impairment: A Collaborative Approach to Therapeutic Intervention, Yoga for the Special Needs Child, Myofacial Release and Cranio-Sacral Therapy

**Employment:**

**Self-Employed** since 1991

Provided Private Physical Therapy services to children with various diagnoses. Have assisted families in their transitions into the school system and monitoring the child's program for best utilization of services. Hired by Public School System to be a consultant to determine litigated services.

**Access Rehab Centers** March 2008- present

Worked in Birth to Three for 2 years providing care to children within their homes, instructing the family on motor development and carry-over of skills.

Transitioned to Waterbury School System Contract in September 2010 to work with a variety of students age 3 to 21.

In December 2011 became the Physical Therapist at the Preschool Center, this new responsibility included attending Birth to Three transition meetings to determine eligibility.

In Spring 2012, was promoted to Lead Physical Therapist for the Waterbury Schools. This consists of assisting our manager as needed, overseeing 4 Physical Therapists, completing weekly/monthly data compilations for the Physical Therapists, created new Evaluation and Screening form, oversee the entire Adaptive Equipment placement/inventory. Certified as a Clinical Instructor through the APTA, taking the responsibility of being a CI for a DPT student for 8 weeks.

In the school setting responsibilities include: monthly notes, annual and re/evaluations, Medicaid notes, creating school based goals/objectives. Work closely with related service providers, behavioral therapists, vendors, parents and clinical based therapists. Work closely with Special Education Supervisors to order Adaptive Equipment that is used in the school.

**Integrated Therapies** September 2009- July 2010

Worked in New Milford Public Schools providing services to Elementary School age children. Provided continuity of care with the families, outside providers and vendors for Adaptive Equipment.

**Therapy Unlimited** 1991- 2008

Worked in Danbury Public School System for 2 years also performed therapy in a clinical setting and treated children in the Birth to Three System. Supervised Doctorate students for their affiliations. Conducted workshops to teachers throughout the NorthWest Region, professional colleagues and private preschools regarding Sensory Integration and Its Effect on Academics.

**Connecticut Therapy 1990-1991**

Worked in Waterbury Public Schools providing services to Elementary School age children.

**Physical Therapy Services 1989-1990**

**Charlotte Hungerford Hospital 1987-1989**

**Personal:**

Married and have 5 children ranging in age from 14-23.

Enjoy staying active with my family with sports (basketball, tennis and swimming), leisure activities of reading and volunteer work.

CT License #3819

**References:**

Available upon request

CHRISTIE KOUKOPOULOS, PT  
190 Great Hollow Road  
Woodbury, CT 06798  
(203) 263-7149  
koukopoulos@yahoo.com

SUMMARY:

Current Connecticut Physical Therapy License. Sixteen years of professional experience in the field of physical therapy, primarily with the pediatric population. Fourteen years in the public school setting, experienced with 4 to 21 years of age in this setting. Additional experience in outpatient therapy setting birth to adulthood, Connecticut's Birth to Three system, VNA services, and home-bound school services. Responsibilities include evaluation and treatment, parent education, professional development, formation and implementation of IEPs and IFSPs, collaboration and teaming with members of the staff.

EDUCATION:

SOUTHERN CONNECTICUT STATE UNIVERSITY	Hamden, CT
<i>Assistive Technology Concentration Course Work</i>	July 2012
UNIVERSITY OF CONNECTICUT	Storrs, CT
<i>Bachelor of Science in Physical Therapy</i>	June 1997
CENTRAL CONNECTICUT STATE UNIVERSITY	New Britain, CT
<i>Bachelor of Science in Physical Education</i>	December 1990

WORK EXPERIENCE:

ACCESS REHABILITATION CENTERS, Waterbury, CT  
Physical Therapist for Connecticut Birth to Three, Waterbury Public School System, and Homebound May 2004 - Present

- Evaluate and treat children with a wide variety of diagnoses.
- Consult and partner with birth to three staff and parents.
- Develop and implement IEPs and IFSPs.
- Act as a service coordinator.
- Document treatment plans and progress notes.

REGION 14 PUBLIC SCHOOL SYSTEM Woodbury/Bethlehem, CT  
Pediatric School-Based Physical Therapist September 1999-Present

- Evaluate and treat students ages 4 to 21 with autism spectrum disorders, developmental delays, cerebral palsy, muscular disease, apraxia, intellectual disabilities, musculo-skeletal impairments, post-surgical, Downs syndrome, visual impairments, and other neurological impairments in a public school setting.
- Write triennial and annual reviews.
- Report progress notes quarterly on IEP Direct.
- Develop and implement IEPs on IEP Direct.
- Create task analyses and lesson plans for staff and family to facilitate continuity for the carrying out of physical therapy programming.
- Design protocols to be carried out by staff to ensure safety of students and staff members.
- Participate in weekly team meetings with interdisciplinary school staff and parents.
- Consult with school staff and parents as needed.
- Participate in home visits to implement programming.
- Act as a liaison between school, parents, and physician.
- Develop data collection systems and follow through with the analysis.
- Carry out and implement behavior plans.
- Monitor equipment needs, ordering, and budgeting.
- Prepare and present in-services for staff on a variety of topics.

WORK EXPERIENCE:

BETHEL PUBLIC SCHOOL SYSTEM

Bethel, CT

Pediatric School-Based Physical Therapist

October 2000-2010

- Evaluated and treated students ages 5-21 with various disabilities.
- Wrote evaluations and progress notes for students .
- Developed and implemented IEPs on IEP Direct.
- Ordered and monitored equipment as needed.
- Devised and implemented treatment plans.
- Carried out and followed through with behavior plans.
- Educated staff and parents as needed.
- Participated in team meetings.
- Provided homebound services to students as needed.
- Provided programming for staff and parents to establish consistency for carrying out physical therapy treatments.

EASTER SEALS REHABILITATION CENTERS

Waterbury, CT

Physical Therapist

July 1997-October 2000

- Evaluated and treated children with developmental delay, neurological impairments, and muscular diseases.
- Developed and implemented treatment plans, home exercise programs, and family/caregiver education.
- Assessed children in Foster Care Clinic and the Neonatal Intensive Care Unit.
- Provided outpatient therapy to children and adults.
- Participated in weekly rehabilitation team meetings to coordinate service delivery.

CONTINUING EDUCATION:

Regularly attend various school-based and non school-based workshops and conferences.

CERTIFICATIONS:

*ACSM Certified Health/Fitness Instructor, Certified Mayatek Electric Muscle Stimulation Technician, Certified Train-the-Trainer CPI Instructor.*

REFERENCES:

Available upon request.

# Susan Masayda, PT

131 Hard Rock Road  
Watertown, CT 06795

(860)274-0860  
[msmasayda@optonline.net](mailto:msmasayda@optonline.net)

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## Career Objective:

Seeking a part-time physical therapist position within a pediatric setting.

## Education

Hunter College, New York, NY	1986
Bachelor of Science, Physical Therapy	
Dutchess Community College, Poughkeepsie, NY	1981 - 1984

## Work Experience

Access Rehab Centers, Middlebury, CT	May 2016-present
-Waterbury school contract, staff physical therapist	
VNA HealthCare Inc., Waterbury, CT	1994 - 1995
-Physical Therapist Homecare	
Danbury Orthopedics, Danbury, CT	1988 - 1993
-Outpatient orthopedic, staff physical therapist	
Saint Francis Hospital Physical Therapy, Poughkeepsie, NY	1986 - 1988
- Acute care and rehabilitation, staff physical therapist	

## Continuing Education

Completed the 20 hour/year continuing education requirement for the State of CT since 2004 with a variety of at home and seminar based programs. Including but not limited to:

Impact of Developmental Coordination Disorder on Classroom Learning	Feb 15, 2016
NEAT Workshop: Introduction to Assistive Technology	Nov 8, 2016
Spinal, Pelvic and Scapular Stabilization	Apr 3, 2016
Cerebral Palsy Across the Lifespan	Oct 29, 2015
Introduction to Pain	Oct 1, 2015

## Experience

Home educated my oldest three children K through 12. Currently, I am continuing to home educate my youngest four children. 1998 - present

Established Respect Life Ministry at St. Mary Magdalen Church, Oakville, CT  
Conducts presentations to educate parishioners, youth groups and faith formation classes.  
Organizes events for fundraising. 2002 - present

Concert assistant for Litchfield County Children's Choir  
Plans and organizes concert receptions. Prepares concert attire. 2011 - 2013

## Licenses

Connecticut Physical Therapist # 3868 Current through October 2017

Anneliese Sensini, PT  
131 South Main St  
Wallingford CT 06492  
H 203-294-0734  
C 203-631-5793  
asensini323@gmail.com

**Education:**

- BS in Physical Therapy from The Medical College of Ohio in consortium with Bowling Green State University, Bowling Green OH 43403. Graduated summa cum laude, December 1995.
- High school diploma from Bowling Green High School, Bowling Green OH 43402 - college-prep

**Work Experience:**

- February 2012 - present: Access Rehab Centers, Inc, 1625 Straits Turnpike, Middlebury CT. Waterbury Public Schools contract, Pre-K through High school
- October 2007 - January 2012: Easter Seals, Meriden CT. 10/2007 - 9/2008 outpatient orthopedic, neuro; (September 2008 - present Birth to Three, pediatrics.)
- March 2003 - October 2007: ProCare Physical Therapy, Wallingford/Meriden CT. Out-patient orthopedic. Experience with cervical and lumbar pain/injuries; shoulder pain/post-op; knee pain/post-op; as well as various other orthopedic injuries.
- November 1996 - February 2000: Gaylord Hospital, Wallingford CT. Acute in-patient rehab, primarily in the neuro-orthopedic and med-rehab units, as well as CVA. Specialized in SCI, MS, GBS, THR, TKR, amputation, pulmonary and cancer. Worked closely with the clinician for Wheelchair Clinic, Barb Crane. Primary PT for MS Clinic. Clinician for 4 PT students. Aquatic experience. Actively involved with recreation department and "community re-entry" program.
- December 1995 - November 1996: The Center for Optimum Care-New Haven, Ella Grasso Blvd, New Haven CT. Long-term and sub-acute rehab in a SNF setting.

**Other Experiences:**

- February 2000 - January 2003: Lived in Milan, Italy with my family. I am competent in Italian.
- Vice President of Education for the CT Chapter of the National Spinal Cord Injury Association.
- Actively involved in rejuvenating the "Stop Trauma" program of trauma-preventive behaviors for school children.
- PT representative for the MS Conference Committee at Gaylord Hospital, 1998-1999.

References furnished upon request

Attachment C



CORPORATE RESOLUTION

I, Patricia Gentil, hereby certify that I am the duly elected and acting Secretary of Access Rehab Centers, LLC, a corporation organized and existing under the laws of the State of CT, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 7<sup>th</sup> day of December, 2012.

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

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Access Rehab Centers corporation this 7<sup>th</sup> day of December, 2012

Patricia Gentil  
Secretary

Attachment D



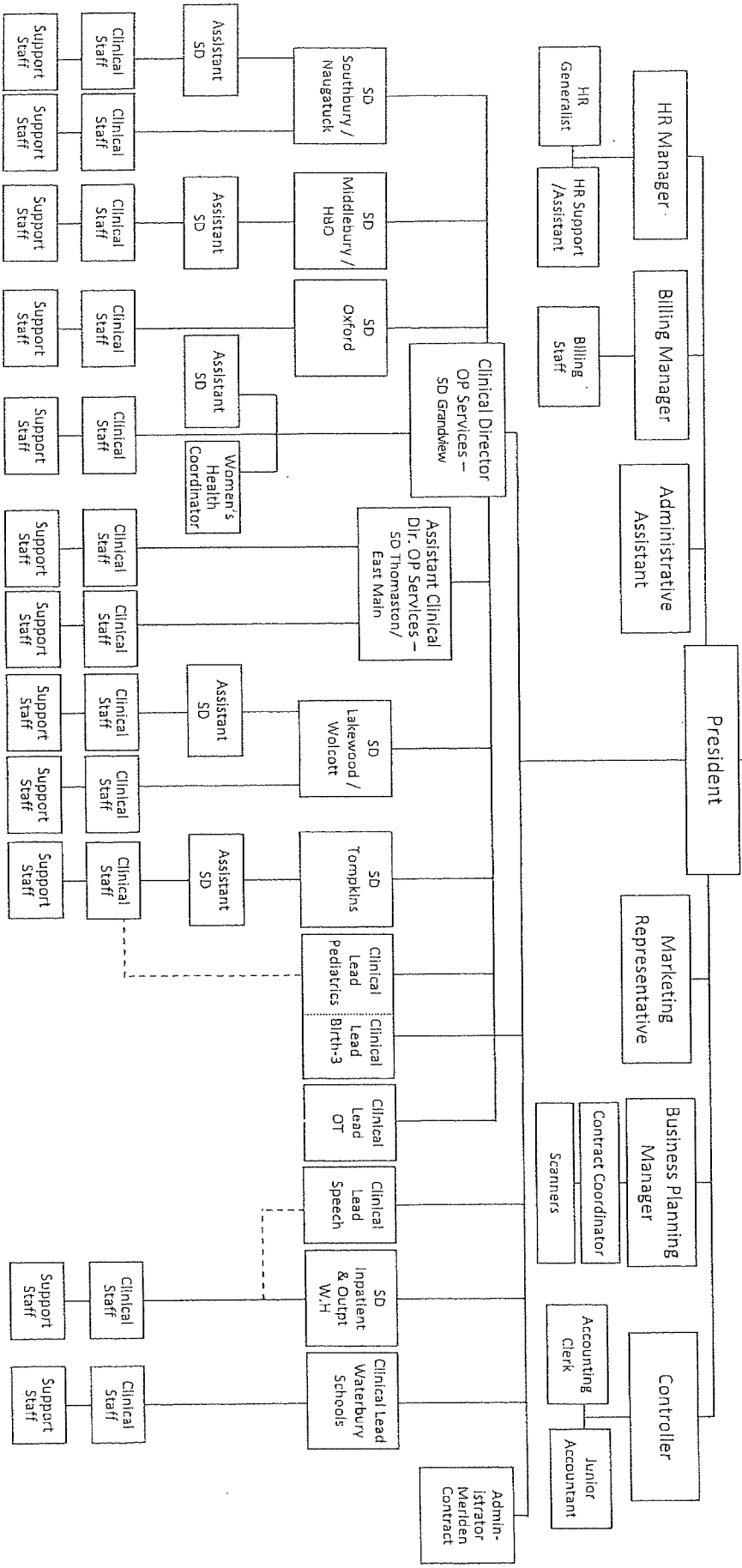
# Access Rehab Centers

A Waterbury Hospital & Easter Seals Partnership in Physical Rehabilitation

Waterbury Hospital  
65% Ownership

ACCESS REHAB  
CENTERS, LLC

Easter Seals  
35% Ownership



Attachment E

Client#: 94796

ACCESREH

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/17/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Starkweather & Shepley (MK) Insurance Brokerage, Inc. PO Box 549 Providence, RI 02901-0549	CONTACT NAME: Jason D. Kelly	
	PHONE (A/C, No, Ext): 860 583-0943 FAX (A/C, No): 860-585-0038 E-MAIL ADDRESS: jkelly@starshep.com	
INSURED Access Rehab Centers, LLC 22 Tompkins Street Waterbury, CT 06708	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Selective Insurance	11867
	INSURER B: Coverys	10638
	INSURER C: Lloyd's of London	15792
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	S2231274	10/18/2016	10/18/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	S2231274	10/18/2016	10/18/2017	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	S2231274	10/18/2016	10/18/2017	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y/N N/A	WC9034242	10/18/2016	10/18/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
B	Professional Liability		002CT000009781	10/18/2016	10/18/2017	\$2,000,000 Per Claim \$5,000,000 Aggregate
C	A&M - Abuse Liab	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	AC1604275	12/10/2016	12/10/2017	\$1,000,000 Per & Agg

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

RE: RFP Speech 5722 and RFP PT/OT 5720.

Professional Liability Coverage - THIS IS A CLAIMS MADE POLICY with a retroactive date of: 10/18/1998.

The City of Waterbury and Board of Education are listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear. Coverage afforded under the policies (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Waterbury & Board of Education 235 Grand Street Attn: Office of Corporation Counsel Waterbury, CT 06702	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Mal B Col</i>

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DESCRIPTIONS (Continued from Page 1)

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.

Attachment F

ATTACHMENT C

ROCCO ORSO  
DIRECTOR OF PURCHASING  
236 GRAND STREET  
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

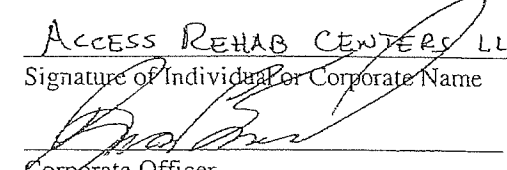
The undersigned acknowledges receipt of addenda numbered: (insert date)

1 Addendum 1 2/28/17 4 \_\_\_\_\_  
2 \_\_\_\_\_ 5 \_\_\_\_\_  
3 \_\_\_\_\_ 6 \_\_\_\_\_

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

06-1527428  
Social Security Number  
or Federal Identification Number

ACCESS REHAB CENTERS LLC  
Signature of Individual or Corporate Name  
  
Corporate Officer  
(if applicable)

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

Name BRIAN EMERICK  
By: PRESIDENT  
(Title)  
Business Address: 22 TOMPHINS ST  
(City, State, Zip Code)  
WATERBURY, CT  
06708  
Phone: 203-414-0381 EXT. 222

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

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.



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

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

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

- declared Ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

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

ACCESS REHAB CENTERS  
27 TOMPKINS ST.  
WATERBURY, CT 06708

Print Name and Title of Authorized Representative:

BRIAN EMERICK, PRESIDENT

Signature of Authorized Representative:

  
Date: 2/27/11

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

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

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of CONNECTICUT

FEIN:

SS.: 06-1527429

County of NEW HAVEN

BRIAN EMERICK, being first duly sworn, deposes and says that:

1. I am the owner, partner, officer, representative, agent or PRESIDENT of ACCESS REHAB CENTERS (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

Organization Name	Address	Type of Ownership
1 NONE		
2		
3		
4		

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

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

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

Name	Title	DOB	Stock %
1 WATERBURY HOSPITAL			65%
2 EASTERSEALS OF GREATER WATERBURY			35%
3			
4			

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

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1 WATERBURY HOSPITAL				
2 EASTERSEALS OF GREATER WATERBURY				
3				
4				

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

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

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

\_\_\_\_\_  
For Partnership/Sole Proprietor

In presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Partnership/Business

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

By: \_\_\_\_\_  
Name of General Partner/ Sole Proprietor

\_\_\_\_\_  
Address of Business

State of \_\_\_\_\_ )

) SS

County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn,

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_.

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_

For Corporation

Harvey Hegme  
Witness

BRIAN EMERICK  
Name of Corporate Signatory

22 TOMPKINS ST WATERBURY CT  
Address of Business 06708

Affix  
Corporate  
Seal

By: [Signature]  
Name of Authorized Corporate Officer

Its: PRESIDENT  
Title

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

State of CT )  
 ) SS

County of New Haven )

Brian Emerick being duly sworn,  
deposes and says that he/she is Brian Emerick of Access Rehab Centers and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 24<sup>th</sup> day of February, 2017

Donna J. Guerrero  
(Notary Public)

My Commission Expires: DONNA J GUERRERA  
NOTARY PUBLIC  
CONNECTICUT  
My Commission Expires March 31, 2017

CITY OF WATERBURY  
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2016)  
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

ACCESS REHAB CENTERS  
22 TOMPKINS STREET  
WATERBURY, CT 06708

No Contracts with the City

SLP/OT/PT Services (Speech Therapy, Occupational Therapy and Physical Therapy - School System)  
(Service or Commodity Covered by Contract)

Contract 7/1/14 - 6/30/17 RFP 4986  
(Term of Contract)

\_\_\_\_\_  
\_\_\_\_\_  
(Service or Commodity Covered by Contract)

\_\_\_\_\_  
(Term of Contract)

\_\_\_\_\_  
\_\_\_\_\_  
(Service or Commodity Covered by Contract)

\_\_\_\_\_  
(Term of Contract)

CITY OF WATERBURY  
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2010)  
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

ACCESS REHAB CENTERS  
22 TOMPKINS STREET  
WATERBURY, CT 06708

No Purchase Order(s) with the City



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(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

---

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(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

---

---

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)



CITY OF WATERBURY  
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201<sup>6</sup>)  
Persons or Entities Conducting Business with the City

ACCESS REHAB CENTERS  
22 TOMPKINS STREET  
WATERBURY, CT 06708

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

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



[Empty box for Name of Official]

(Name of Official)

[Empty box for Position with City]

(Position with City)

[Empty box for Nature of Business Interest]

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

Interest Held By:

Self

Spouse

Joint

Child

[Empty box for Name of Official]

(Name of Official)

[Empty box for Position with City]

(Position with City)

[Empty box for Nature of Business Interest]

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

Interest Held By:

Self

Spouse

Joint

Child

ACCESS REHAB CENTERS  
22 TOMPKINS STREET  
WATERBURY, CT 06708

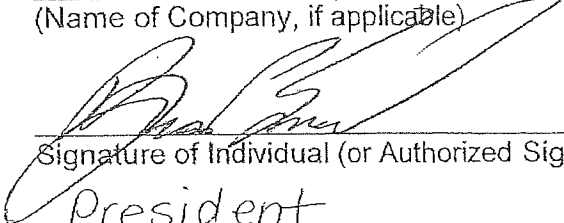
1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

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

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

I have read and agree to the above certification.

Access Rehab Centers, LLC  
(Name of Company, if applicable)

  
Signature of Individual (or Authorized Signatory)  
President  
Print or Type Name and Title (if applicable)

2/27/17  
Date

DELIVERED | By Mail  Hand-Delivered

**Cost Proposal**

**ATTACHMENT A  
BID 5720**

Access Rehab Centers proposes the following hourly rates for its services:

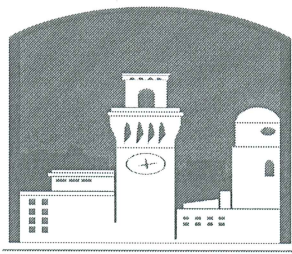
<u>Service</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Occupational & Physical Therapy	\$75.70	\$77.33	\$79.30
Hours	11,500	11,500	11,500
<b>TOTAL COST</b>	<b>\$870,550</b>	<b>\$889,295</b>	<b>\$911,950</b>

The salary rate includes:

- A Senior Clinician currently serving as onsite Access lead.
- All payroll taxes and benefits, including health insurance.
- Liability insurance and supplies required by the contract.
- Administrative overhead to cover the cost of managing service provision as well as of maintaining adequate staffing.
- Laptops/ipads/and additional supporting assistive technology used by clinicians.

**Summer Staffing Rates:** The payment rate for summer staffing will be the same as for the year previously completed.

#11



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# WATERBURY

## Public Schools

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*Today's Students. Tomorrow's Leaders*

**Melissa Baldwin**

Special Education Department  
236 Grand St. 2<sup>nd</sup> floor  
Waterbury, CT 06702  
203-574-8017  
mbaldwin@waterbury.k12.ct.us

June 8, 2017

The Honorable Board of Aldermen  
City of Waterbury  
City Hall  
Waterbury, CT 06702

And

Honorable Commissioners  
Waterbury Board of Education  
236 Grand St.  
Waterbury, CT 06702

Re: Approval of Amendment 2 to Agreement between City of  
Waterbury and American School for the Deaf.

Dear Honorable Board of Aldermen and Board of Education:

I respectfully request your review and approval of the above-referenced Amendment 2 to Agreement between the City of Waterbury and American School for the Deaf. The Amendment enlarges the amount by Twenty-Four Thousand, Nine Hundred and Seventy and Twenty-Five Cents (\$24,970.25) of the agreement with American School for the Deaf as a result of an increase in the number of students with disabilities being placed there by the Waterbury Public Schools.

The contract services to be provided by American School for the Deaf will be in accordance with each individual student's educational needs.

American School for the Deaf operates a school for students with disabilities and specialized educational needs. The contract was not subject to the solicitation process as it is exempt under Section 38.029 (D) of the City of Waterbury, Centralized Procurement System. Section 38.029 (D) states, in pertinent part: "procurement of services...that are necessary for instruction and related services to be provided to individual students with disabilities in accordance with the requirements of the Individuals with Disabilities Education Act ("I.D.E.A.") and their respective regulations ..." are exempt from the competitive bidding process.

Under the I.D.E.A., the Waterbury School District is required to provide services for each student with disabilities according to their Individual Education Plans (I.E.P.s). The Waterbury School District has contracted with American School for the Deaf for similar services in the past and has been satisfied with the services provided.

The contract compensation for the three years is for an amount not to exceed \$758,469.38.

I appreciate your consideration in this important matter.

Sincerely,



Melissa Baldwin

Enc.

**AMENDMENT 2  
TO  
AGREEMENT  
BETWEEN  
CITY OF WATERBURY  
and  
AMERICAN SCHOOL FOR THE DEAF**

**THIS AMENDMENT 2**, effective on the date signed by the Mayor (the “effective date”) is by and between the City of Waterbury c/o the Board of Education, acting herein by Neil M. O’Leary, Mayor of the City of Waterbury, Chase Building, 236 Grand Street, Waterbury, Connecticut, 06702, duly authorized, hereinafter referred to as the “City” or the “Board” and American School For The Deaf, a Connecticut corporation doing business at 139 North Main Street, West Hartford, Connecticut 06107-1269, hereinafter referred to as the “Contractor”.

**WHEREAS**, the parties entered into an Agreement to provide education to children with disabilities, which was effective on March 23, 2015; and

**WHEREAS**, the parties thereafter amended said Agreement by Amendment 1 effective November 23, 2016, to provide, among other provisions, the payment for additional services and to exercise the option to extend the term of the Agreement from July 1, 2016 to June 30, 2017.

**WHEREAS**, the parties wish to further amend the March 23, 2015 Agreement, as amended by Amendment 1, by executing this Amendment 2 to provide for payment for additional services.

**NOW THEREFORE**, it is mutually agreed as follows:

**1. Payment.**

1.1 Paragraph 4 of the March 23, 2015 Agreement, as amended by Amendment 1, shall be further amended by this Amendment 2 to include the additional payment of Twenty Four Thousand, Nine Hundred and Seventy and Twenty Five Cents (\$24,970.25) as further set forth below;

1.2 The City shall pay the Contractor an amount not to exceed Seven Hundred Fifty-Eight Thousand Four Hundred and Sixty-Nine Dollars and Thirty –Eight (\$758,469.38) for the entire three year term of this Agreement, for contract years beginning July 1, 2014 and ending on June 30, 2017, for services properly rendered, hereinafter referred to as “Total Payment”.

The Total Payment shall be comprised of the payment in the amount of Six Hundred Twenty-Three Thousand Four Hundred Twelve Dollars (\$623,412.00), as set forth in the November 23, 2016 Agreement, and the increase of One Hundred Ten Thousand Eight Dollars and Thirteen Cents (\$110,087.13) as set forth in Amendment 1, and the increase of Twenty Four Thousand, Nine Hundred Seventy and Twenty Five Cents (\$24,970.25) of as set forth in this Amendment 2.

2. All other terms, conditions, and provisions of the, March 23, 2015 Agreement, as amended, shall remain in full force and effect and binding on the parties hereto.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first written below.

**WITNESSES:**

**CITY OF WATERBURY,**

\_\_\_\_\_

by: \_\_\_\_\_

Neil M. O’Leary  
Mayor, City of Waterbury

\_\_\_\_\_  
Print Name

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

**WITNESSES:**

**AMERICAN SCHOOL FOR THE DEAF**

\_\_\_\_\_

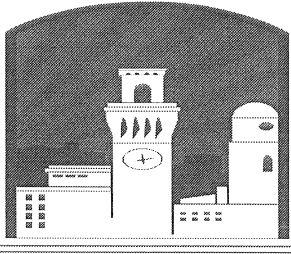
by: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name

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

#12



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**W A T E R B U R Y**  
**P u b l i c S c h o o l s**

---

*Today's Students. Tomorrow's Leaders*

**Melissa Baldwin**

Special Education Department  
236 Grand St. 2<sup>nd</sup> floor  
Waterbury, CT 06702  
203-574-8017  
mbaldwin@waterbury.k12.ct.us

June 8, 2017

The Honorable Board of Aldermen  
City of Waterbury  
City Hall  
Waterbury, CT 06702

And

Honorable Commissioners  
Waterbury Board of Education  
236 Grand St.  
Waterbury, CT 06702

Re: Approval of Amendment 2 to Agreement between City of Waterbury and Specialized Education of Connecticut d/b/a High Roads School.

Dear Honorable Board of Aldermen and Board of Education:

I respectfully request your review and approval of the above-referenced Amendment 2 to Agreement between the City of Waterbury and Specialized Education of Connecticut d/b/a High Roads School. The Amendment enlarges the amount by One Hundred Thirty-One Thousand, Five Hundred Fifty-Two and Five Cents (\$131,552.05) of the agreement with Specialized Education of Connecticut d/b/a High Roads School as a result of an increase in the number of students with disabilities being placed there by the Waterbury Public Schools.



The contract services to be provided by Specialized Education of Connecticut d/b/a High Roads School will be in accordance with each individual student's educational needs.

Specialized Education of Connecticut d/b/a High Roads School operates a school for students with disabilities and specialized educational needs. The contract was not subject to the solicitation process as it is exempt under Section 38.029 (D) of the City of Waterbury, Centralized Procurement System. Section 38.029 (D) states, in pertinent part: "procurement of services...that are necessary for instruction and related services to be provided to individual students with disabilities in accordance with the requirements of the Individuals with Disabilities Education Act ("I.D.E.A.") and their respective regulations ..." are exempt from the competitive bidding process.

Under the I.D.E.A., the Waterbury School District is required to provide services for each student with disabilities according to their Individual Education Plans (I.E.P.s). The Waterbury School District has contracted with Specialized Education of Connecticut d/b/a High Roads School for similar services in the past and has been satisfied with the services provided.

The contract compensation for the three years is for an amount not to exceed \$2,344,815.43. I appreciate your consideration in this important matter.

Sincerely,



Melissa Baldwin

Enc.

**AMENDMENT 2  
TO  
AGREEMENT  
BETWEEN  
CITY OF WATERBURY  
And  
SPECIALIZED EDUCATION OF CONNECTICUT, INC., DBA HIGH ROADS**

**THIS AMENDMENT 2**, effective on the date signed by the Mayor (the “effective date”) is by and between the City of Waterbury c/o the Board of Education, acting herein by Neil M. O’Leary, Mayor of the City of Waterbury, Chase Building, 236 Grand Street, Waterbury, Connecticut, 06702, duly authorized, hereinafter referred to as the “City” or the “Board” and Specialized Education Of Connecticut, Inc. Dba “High Roads School Of Waterbury” And “High Roads School Of Wallingford”, a Connecticut corporation doing business at 385 Oxford Valley Road, Suite 408, Yardley, Pa 19067, hereinafter referred to as the “Contractor”.

**WHEREAS**, the parties entered into an Agreement to provide education to children with disabilities, which was effective on January 28, 2015; and

**WHEREAS**, the parties thereafter amended said Agreement by Amendment 1 effective November 29, 2016, to provide, among other provisions, the payment for additional services and to exercise the option to extend the term of the Agreement from July 1, 2016 to June 30, 2017.

**WHEREAS**, the parties wish to further amend said January 28, 2015 Agreement to provide for additional payment for the additional services to be provided consistent with the January 28, 2015 Agreement.

**NOW THEREFORE**, it is mutually agreed as follows:

**1. Payment.**

1.1 Paragraph 4 of the January 28, 2015 Agreement, as amended by Amendment 1, shall be further amended by this Amendment 2 to include the additional payment of One Hundred Thirty-One Thousand Five Hundred Fifty-Two Dollars and Five Cents (\$131,552.05) as further set forth below;

1.2 The City shall pay the Contractor an amount not to exceed Two Million Seven Hundred Thirty-Nine Thousand Two Hundred Seventy-Six Dollars and Ninety-One Cents (\$2,739,276.91) for the entire three year term of this Agreement, for the three contract years beginning July 1, 2014 and ending on June 30, 2017, for services properly rendered, hereinafter referred to as “Total Payment”.

The Total Payment is comprised of the payment in the amount of Two Million Three Hundred Forty-Four Thousand Eight Hundred Fourteen Dollars and Forty-Three Cents (\$2,344,814.43) as set forth in the January 28,2015 Agreement, and the amount of Two Hundred Sixty-Two Thousand Nine Hundred Ten Dollars and Forty-Three Cents (\$262,910.43 )as set forth in Amendment 1, and the amount of One Hundred Thirty-One Thousand Five Hundred Fifty-Two Dollars and Five Cents (\$131,552.05) as set forth in this Amendment 2.

2. All other terms, conditions, and provisions of the January 28, 2015 Agreement as amended by Amendment 1 and Amendment 2 shall remain in full force and effect and binding on the parties hereto.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first written below.

**WITNESSES:**

**CITY OF WATERBURY,**

\_\_\_\_\_

by: \_\_\_\_\_

Neil M. O’Leary  
Mayor, City of Waterbury

\_\_\_\_\_  
Print Name

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

**WITNESSES:**

**SPECIALIZED EDUCATION OF  
CONNECTICUT, INC. DBA HIGH ROADS**

\_\_\_\_\_

by: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name

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

**CONSTRUCTION CONTRACT**  
**for**  
**Waterbury Public Schools Site Improvements**  
**ITB No. 5726**  
**between**  
**City of Waterbury**  
**and**  
**John L. Simpson Company, Incorporated**

**THIS CONTRACT**, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and John L. Simpson Company, Incorporated, located at 43 Huntington Road, Bridgeport, Connecticut 06608, a State of Connecticut duly registered domestic corporation (the "Contractor").

**WHEREAS**, the Contractor submitted a bid to the City in response to Invitation to Bid ("ITB") Number 5726 for Crosby High School Main Office Renovation; and,

**WHEREAS**, the City accepted the Contractor's bid for ITB Number 5726; and

**WHEREAS**, the City desires to obtain the Contractor's services for Crosby High School Main Office Renovation pursuant to the terms set forth in this Contract (the "Project").

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

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

**1.1.** The Project consists of the renovations to Crosby High School's Main Office, including, selective demolition of existing interior partitions, construction of new interior partitions, doors, ceilings, security/reception desk and associated power & data wiring for the constructed as more particularly detailed and described and set forth in **Attachment A** 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. City of Waterbury Invitation to Bid Number 5726, consisting of 264 pages (Excluding Sample City of Waterbury contract and Contract Compliance Packet). (Attached hereto.)
2. Project plans, specifications, drawings, supplemental conditions, consisting of drawings prepared by Architect Friar Associates Inc., entitled Crosby High School Main Office Renovation dated December 21, 2016, issued for bid February 27, 2017 (R1.1-R1.3A, A1.1-A12.1A, E1.1B-E3.1 and M1.1B-M2.2) consisting of 33 pages. (Attached hereto.)
3. Contractor's Response/Bid Form to City of Waterbury Invitation to Bid Number 5726, dated March 27, 2017, consisting of 19 pages. (Attached hereto.)
4. Addendum Number 1 to City of Waterbury Invitation to Bid Number 5726, dated March 13, 2017, consisting of 11 pages. (Attached hereto.)
5. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract. (incorporated by reference.)
6. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate.
7. Performance Bond and Payment Bond. (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.)
10. All permits and licenses. (incorporated by reference.)

**1.2.** The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the 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. Contract Amendment(s) and Change Orders
2. Contract
3. Contractor's Response/Bid Form
4. Federal, State, and local laws, regulations, charter and ordinances
5. Technical Specifications
6. Drawings

**2. Representations Regarding Qualification and Accreditation.** The Contractor represents that its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon Contractor's representations.

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

relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

**2.2. Representations regarding Qualifications.** The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified, the Consultant and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Consultant shall provide to the City a copy of the Consultant's licenses, certifications, registrations, etc.

**3. Responsibilities of the Contractor.** The Contractor agrees to properly implement the services required in the manner herein provided. The Contractor shall, in addition to any other responsibilities set forth in this Contract and the Schedules and Attachments hereto, perform the following coincident with the performance of this Contract:

**3.1. Due Diligence Obligation.** The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's bid document, including, but not limited to the plans, specifications, drawings and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the bid process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services and functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services and functions are included in this Contract and thereby warrants that:

**3.1.1** it conducted or had opportunity to conduct all due diligence prior to the submission of its bid and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its bid proposal shall be borne by the Contractor. Furthermore, the Contractor had the opportunity during the bid process to ask questions it saw fit and to review the responses from the City;

**3.1.2** its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

**3.1.3** it is solely responsible for resolving any issues resulting from its failure to conduct due diligence and it shall assume any and all resulting costs it incurs during the Project;

**3.1.4** it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its bid. In the event the Contractor failed to disclose any such new cost prior to the submittal of its bid, the

Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

**3.1.5** it has familiarized itself with the nature and extent of the Contract Documents, Project, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Project;

**3.1.6** it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents and other documents for **ITB Number 5726** (collectively "Bid Documents");

**3.1.7.** it agrees that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Project;

**3.1.8.** it has 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.** All work hours are to be coordinated with the Owners/City's Representative. 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 9:00 p.m. Monday through Friday and 9:00 a.m. to 3:00 p.m. on Saturday and Sunday unless more exactly specified elsewhere in this Contract. This provision shall not excuse the Contractor from timely performance under the Contract.

3.4.1 Work times shall be coordinated with the School Inspector and Crosby High School's Principal.

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

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

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

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

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



replace or otherwise remove any Contractor employee expressly named, identified or required in this Contract.

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

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

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

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

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

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

**4. Responsibilities of the City and City Reservation of Rights.** Upon the City's receipt of Contractor's written request for specific information, the City will provide the Contractor with existing documents, data and other materials the City agrees are necessary and appropriate to the services to be performed by the Contractor hereunder and the City will endeavor to secure,

where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

**4.1.** The City may, in its sole discretion, designate person(s) to act as the City's Project Engineer(s) and/or Manager(s) and the City may, in its sole discretion, define such person(s) authority and responsibilities.

**4.2.** The City reserves the right to **(i)** perform work related or unrelated to the Project with the City's own forces adjoining, adjacent to, or in the vicinity of, the Project site and/or **(ii)** let separate contracts related or unrelated to the Project for work and services adjoining, adjacent to, or in the vicinity of, the Project site. In such event, the Contractor shall afford all such parties reasonable opportunity for storage of materials and equipment and for the uninterrupted provision and delivery of such parties' work and/or services. The Contractor shall cooperate with such parties and in the case of a dispute, the decision of the City shall be complied with by all.

**5. Contract Time.** The Contractor shall Substantially Complete all work and services required under this Contract by October 13, 2017 and shall reach Final Completion by October 31, 2017, but in no way shall the time for Final Completion be after October 31, 2017. ("Contract Time").

**5.1. Time is and shall be of the essence** for all Project Milestones, Substantial Completion Date and the Final Completion Date for the Project. 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 Contract Time is reasonable for the completion of the Project.

**5.2.** Within one (1) week of the City's issuance of its written notice to proceed, and prior to the commencement of any work on the Project site, the Contractor shall submit for the City's written approval a 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.

**5.3.** The Contractor shall pay to the City the sum of **Five Hundred Dollars (\$500.00) per calendar day** for each and every calendar day for which the Contractor has failed to complete the work beyond the time for Substantial Completion and/or Final Completion as set forth in this Paragraph 5. The preceding sum is hereby agreed upon not as a penalty, but as liquidated damages that the City shall suffer due to such default. The City shall have the right to deduct the amount of any such damages from any monies due the Contractor under this Contract.

**6. Compensation.** The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6. No claims for additional compensation will be considered for conditions made known to the Contractor prior to

bidding. No claims for additional compensation will be considered on account of failure of the Contractor to completely inform itself as required herein above.

**6.1. Fee Schedule.** Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **One Hundred Twenty-five Thousand Five Hundred Thirty-seven Dollars and 00/100 Cents (\$125,537.00)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Bid set forth in **Attachment A's** "Contractor's Bid, dated March 27, 2017.", as further summarized below:

- i. One Hundred Fourteen Thousand Nine Hundred Forty-Three Dollars (i.e. base bid payment) .....**\$114,943.00**
- ii. Eleven Thousand Four Hundred Ninety-four Dollars (i.e. contingencies\*, if any) ..... **\$11,494.00**
- iii. Deduction of Nine Hundred Dollars (i.e. alternate 3)..... **<\$900.00>**
- iv. **Total Compensation.....\$125,537.00**

6.1.1 \*Contingency. The Contingency in the amount of Eleven Thousand Four Hundred Ninety-four Dollars and 00/100 Cents (\$11,494.00) shall be utilized at the sole discretion of the City for additional work and services not set forth in this contract. The basis for allowance of the contingency shall be, but not limited to, the Unit Prices as set forth in the Bid Response, when applicable, as submitted by the Contractor as set forth in **Attachment A**.

**6.2. Retainage.** At the City's sole discretion, it hereby reserves the right to withhold as retainage Five (5%) percent of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contract are fully completed and accepted in writing by the City. The retainage does not include additional sums that the City may withhold due to the Contractor's failure to comply with provisions of this Contract.

**6.3. Limitation of Payment.** Compensation to the Contractor is limited to those fees set forth in Section 6.1. of this Contract and is further limited to work (i) performed in fact, (ii) conforming with this Contract, and (iii) accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of the Contractor's invoices for payment and review of the Contractor's work.

**6.3.1 Funding.** In the event this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc, all City payment(s) shall fully comply with all relevant Federal and State statutes and regulations. In the event this Contract is 100% funded by Federal and/or State monies, grants, loans, etc., the aggregate sum of all City payments shall not exceed the aggregate sum of such funding.

**6.3.2** The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor, in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or become delinquent or in arrears on, regarding the Vendor's and/or its affiliates real and personal property taxes and other payment obligations to the City.

**6.4. Bid Costs.** All costs of the Contractor in preparing its bid for **ITB Number 5726** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

**6.5. Payment for Services, Materials, Appliances, Employees.** The Contractor shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final City payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all of the foregoing payment obligations have been fully completed.

**6.6. Liens.** Neither the City's final payment nor any part of the retained percentage, if any, shall become due until the Contractor, if required by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

**6.7. Contractor's Certificate of Completion.** Upon the Contractor's **(i)** completion of all Project milestones, and **(ii)** Substantial Completion of the Project, and **(iii)** Final Completion of the Project, the Contractor shall, in each instance, file with the City a written, notarized affidavit setting forth the amount of Project work performed. The City reserves the right to verify or challenge by any reasonable means the accuracy of said affidavit.

**6.8. Final Payment.** All prior estimates and City payments, including those relating to extra or additional work, retainage(s), and holdback(s), shall be subject to correction by this final payment which is throughout this Contract called "Final Payment". No payment, final or partial, shall act as a release to the Contractor or its surety from any Contractor obligation(s) under this Contract.

**6.9. Clean Water Fund Project Requirements.** In the event this Contract is funded in whole or in part, is reliant upon, or falls within the jurisdiction of the Clean Water Fund and its statutes, regulations and rules, the Contractor shall:

**6.9.1** submit Applications for Payment in accordance with the following:

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

**6.9.2** Progress and Final Payments

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

**7. Warranty of the Contractor.** The Contractor warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this Contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this Contract within the greater of **(i) 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, the City's 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 performance of the services, 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 (other than the services itself) including the loss of use resulting therefrom, and **(ii)** are caused in whole or in part by any willful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

**9.2.** In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission.

**9.3.** In any and all claims against the City or any of its boards, agents, employees or officers by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraphs 9.1 and 9.2, 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.

**9.4.** 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.

**10. Contract Bonds.** The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a penal sum equaling the Section 6 "Total Compensation" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of **(i)** the warranty period set forth in Section 7 of this Contract, or **(ii)** 365 calendar days after the Final Completion Date referenced elsewhere in this Contract.

**11. Contractor's Insurance.**

**11.1.** The Contractor shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

**11.2.** At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

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

**11.4.** The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

**11.4.1 General Liability Insurance: \$1,000,000.00** per Occurrence, **\$2,000,000.00** Aggregate and **\$2,000,000.00** Products and completed operations aggregate

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

**11.4.2 Automobile Liability Insurance: \$1,000,000.00** combined single limit (CSL) 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 and non-owned autos.

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

EL Each Accident **\$500,000.00**

EL Disease Each Employee **\$500,000.00**

EL Disease Policy Limit **\$500,000.00**

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

**11.4.4 Excess/Umbrella Liability Insurance:** Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. **\$1,000,000.00** each occurrence and **\$1,000,000.00** Aggregate.

**11.4.5 Contractors Pollution Liability Insurance: \$1,000,000.00** each claim, **\$2,000,000.00** Aggregate coverage.

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

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

**11.6. Cancellation:** The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

**11.7. Certificates of Insurance:** The Contractor's General, Automobile, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City



and the Waterbury Board of Education, their public officials, employees, and any other person acting under, through or for them are listed as an additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and The Board of Education is listed as Additional Insureds on a primary and non-contributory basis on all policies except Workers Compensation. All policies shall include a Waiver of Subrogation."** The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

**12.1. Taxes-Federal, State and Local.** The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the

Contractor represents that the bid and pricing contained in this Contract do not include the amount payable for said taxes.

**12.2. Labor and Wages-Federal and State.** The Contractor and its subcontractors shall conform to Federal and State of Connecticut labor laws, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

**12.2.1** The Contractor is aware of, and shall comply with, the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages for work on public facilities. The provisions of the Act are hereby incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn.Gen.Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

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

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

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

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

**i.** "Small contractor" means any contractor, subcontractor, manufacturer, service company or nonprofit corporation (A) that maintains its principal place of business in the state, (B) that had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year prior to such application, and (C) that is independent. "Small contractor" does not include any person who is affiliated with another person if both persons considered together have a gross revenue exceeding fifteen million dollars.

**ii.** "Minority business enterprise" means any small contractor (A) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (i) exercise operational authority over the daily affairs of the enterprise, (ii) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (iii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (iv) are members of a minority, as such term is defined in subsection (a) of section 32-9n, or are individuals with a disability, or (B) which is a nonprofit corporation in which fifty-one per cent or more of the persons who (i) exercise operational authority over the enterprise, (ii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (iii) have the power to direct the management and policies of the enterprise, and (iv) are members of a minority, as defined in this subsection, or are individuals with a disability.

**iii.** "Municipal public works contract" means that portion of an agreement entered into on or after October 1, 2015, between any individual, firm or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, as amended by this act, financed by state funding in an amount equal to fifty thousand dollars or less.

**12.4.2** The Contractor and subcontractor shall comply with the specific requirements of the State of Connecticut Set Aside Program, CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5, if the municipal public works contract awarded to the Contractor is funded in whole or in part by state funds.

**12.4.3** The Contractor shall be subject to the following set-aside requirements if the municipal public works contract, is funded in whole or in part by the State of Connecticut, and is in excess of FIFTY THOUSAND DOLLARS (\$50,000.00), for the construction, rehabilitation, conversion, extension, demolition, or repairing of a public building or highway, or other changes or improvements in real property.

**12.4.4** Set-Aside requirements – Any contractor awarded a municipal public works contract, on the basis of competitive bidding procedures, shall comply with the

following Set –Aside requirements:

- i. set aside at least twenty-five per cent (25%) of the total value of the state's financial assistance for such contract for award to subcontractors who are small contractors, and
- ii. of that portion to be set aside in accordance with Subparagraph i. of this subdivision, reserve a portion equivalent to twenty-five per cent (25%) of the total value of the contract or portion thereof to be set aside for awards to subcontractors who are minority business enterprises.

**12.4.5** Failure of the Contractor or subcontractor to comply with the State of Connecticut Set-Aside requirements shall be a material breach of this Contract.

**13. Discriminatory Practices.** In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, 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.** Contractor shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

**17.1.** Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies; and

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

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

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

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

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

made necessary by failure to observe the above requirements shall be borne by the Contractor or subcontractor responsible for such failure or neglect.

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

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

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

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

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

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

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

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

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

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

**27.1. Requests for Change Orders.** The City reserves the right on its own volition, or based upon a proposal for a Change Order submitted in written form with a thorough explanation by the Contractor, to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and the functions and services to be performed by the Contractor under this Contract. Such changes must be authorized by the City. The City will not approve of any change orders,

deletions, additions, or additional work items to the Scope of Services or any change in the terms and conditions of this Contract except by means of a City authorized amended Scope of Services, applicable and restricted to those items set forth in §1, above, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

## **27.2. Procedures.**

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

**i.** Within thirty (30) calendar days after receipt of a request by the City for any such change or such other period of time as the Parties may mutually agree to in writing, the Contractor shall submit to the City a proposal describing any changes in Contract Milestones or Contract completion dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.

**ii.** To the extent that additional cost or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request.

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

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

**27.3. City Discretion.** The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: **(i)** If it conforms to provisions of applicable laws, and **(ii)** if it is consistent with this Contract, and **(iii)** if the time of performance of this Contract will not be unreasonably delayed, **(iv)** the Final Completion date is not changed, **(v)** if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and **(vi)** if the Change



Order requires an increase in the price of the Contract, the City (1) has sufficient funds, and (2) if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.

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

**28. Conflicts or Disputes.** This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: (i) the City's **ITB Number 5726** and (ii) the Contractor's Bid response to **ITB Number 5726**, dated March 27, 2017. Said historical documents are attached hereto as part of **Attachment A**.

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

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

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

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

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

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

**33. Notice.** Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City or the Contractor, and delivered in hand or sent by mail, postage

prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: John L. Simpson Company, incorporated  
43 Huntington Road  
Bridgeport, CT 06608  
Attention: Timothy D. Keegan, President

City: City of Waterbury, Department of Education  
c/o Mr. Robert Brenker, Interim Chief Operating Officer  
and Chief of Staff  
Chase Municipal Building  
235 Grand Street  
Waterbury, CT 06702

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

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

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

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

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

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

**34.5.** Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

**34.6.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 34.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 34.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

**34.7.** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

**34.8.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 34.1-34.7.

**34.9.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

**34.10** The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburyct.org/content/9569/9605/9613/15125.aspx> [click link titled "The City of Waterbury Code of Ordinances Rev.1/1/14". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"]].

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

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

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

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

**34.15. FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 of this

Contract is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

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

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

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

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

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

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

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

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

**35.8** Final Completion: The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.

**35.9** Notice to Proceed: A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.

**35.10** Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.

- 35.11** Project Engineer or Manager: An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.
- 35.12** Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.
- 35.13** Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.
- 35.14** Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.
- 35.15** Substantial Completion: The time at which, in the opinion of the Engineer, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project mean Substantial Completion thereof.
- 35.16** Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.
- 35.17** Supplementary General Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.
- 35.18** Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.
- 35.19** Using Agency: City of Waterbury Education Department

[Signature page follows.]

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

**WITNESSES:**

**CITY OF WATERBURY**

\_\_\_\_\_  
Sign

By: \_\_\_\_\_  
Neil M. O’Leary, Mayor

\_\_\_\_\_  
Print

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

**WITNESSES:**

**JOHN L. SIMPSON COMPANY, INC.**

\_\_\_\_\_  
Sign

By: \_\_\_\_\_  
Timothy D. Keegan, President

\_\_\_\_\_  
Print

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

## **ATTACHMENT A**

1. City of Waterbury Invitation to Bid Number 5726, consisting of 264 pages (Excluding Sample City of Waterbury contract and Contract Compliance Packet). (Attached hereto.)
2. Project plans, specifications, drawings, supplemental conditions, consisting of drawings prepared by Architect Friar Associates Inc., entitled Crosby High School Main Office Renovation dated December 21, 2016, issued for bid February 27, 2017 (R1.1-R1.3A, A1.1-A12.1A, E1.1B-E3.1 and M1.1B-M2.2) consisting of 33 pages. (Attached hereto.)
3. Contractor's Response/Bid Form to City of Waterbury Invitation to Bid Number 5726, dated March 27, 2017, consisting of 19 pages. (Attached hereto.)
4. Addendum Number 1 to City of Waterbury Invitation to Bid Number 5726, dated March 13, 2017, consisting of 11 pages. (Attached hereto.)



**ATTACHMENT A -1**

City of Waterbury Invitation to Bid Number 5726, consisting of 264 pages (excluding Sample City of Waterbury Contract and Contract Compliance Packet). (Attached hereto.)

**Crosby High School  
Main Office - Renovation**

300 Pierpont Road  
Waterbury, Connecticut

**Project Specifications**  
September 30, 2016

**Issued For Bid February 27, 2017**

**Bid #5726**

**Architect**  
Friar Associates inc.  
281 Farmington Ave.  
Farmington, CT 06032

**Mechanical and Electrical Engineer**  
Friar Associates II, LLC  
281 Farmington Ave.  
Farmington, CT 06032

**THE CITY OF WATERBURY**  
**CROSBY HIGH SCHOOL – MAIN OFFICE RENOVATION**  
**INVITATION TO BID #5726**

Sealed Bids for **CROSBY HIGH SCHOOL – MAIN OFFICE RENOVATION** will be received by the City of Waterbury at the office of the Director of Purchasing, Room 103, City Hall Building, 235 Grand Street, Waterbury, CT 06702 until **10:30 a.m.** on **March 20, 2017** and at that time and place will be publicly opened and read aloud. No bids will be received after **10:30 a.m.** on the day the bids are to be opened.

The Work consist(s) of: Minor renovations and additional office space for the Crosby High School Main Office area. Work includes metal stud & gypsum partitions, aluminum & hollow metal door/window frames, acoustic ceiling, carpet, VCT, paint, misc electrical & mechanical.

Bids must be enclosed in an opaque sealed envelope and plainly marked with the name of the Project Title “**CROSBY HIGH SCHOOL – MAIN OFFICE RENOVATION**” and shall contain the name and address of the Bidder on the envelope.

Each Bid shall be submitted in accordance with the Instructions to Bidders and be accompanied by a Bid Security in the amount of **ten (10) percent** of the Total Bid Price.

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

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

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

**A mandatory pre-bid conference will be held at Crosby High School, Main Office, 300 Pierpont Rd, Waterbury, CT 06705 at 2:30 p.m. on March 6, 2017. Attendance at the pre-bid conference by a representative of each Bidder is mandatory.**

**This contract is subject to state set-aside and contract compliance requirements.**

**State funding for this contract is anticipated to be 100%.**

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

**END OF SECTION**

**THE CITY OF WATERBURY**  
**CROSBY HIGH SCHOOL – MAIN OFFICE RENOVATION**  
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**SECTION 00500 – TECHNICAL SPECIFICATIONS**

**Project Specifications by Friar Associates dated September 30, 2016**

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**THE CITY OF WATERBURY**  
**CROSBY HIGH SCHOOL – MAIN OFFICE RENOVATION**  
**SECTION 00100**

**INSTRUCTIONS TO BIDDERS**

ARTICLE 1. QUALIFICATIONS OF BIDDERS

- 1.1 In evaluating Bids, the City of Waterbury (“the CITY”) will consider the qualifications of only those Bidders whose Bids, among other factors, are in compliance with the requirements set forth elsewhere in the Bid Documents.

ARTICLE 2. COPIES OF BID DOCUMENTS

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

ARTICLE 3. EXAMINATION OF BID DOCUMENTS AND SITE

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

ARTICLE 4. INTERPRETATIONS

- 4.1 All questions about the meaning or intent of the Bid Documents must be submitted to the CITY's eProcurement website **by March 10, 2017, 2 p.m.**
- 4.2 The CITY will issue written clarifications or interpretations by Addenda online at the CITY's eProcurement website not later than **March 14, 2017, 2 p.m.**

Only information issued by such City written Addenda will be binding. Oral and other clarifications or interpretations will not be binding and will be without legal effect.

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

ARTICLE 5. PRE-BID CONFERENCE

- 5.1 **A mandatory pre-bid conference will be held at the time and place indicated in the Invitation to Bid to discuss the requirements of the Bid Documents. Attendance at the pre-bid conference is mandatory by a representative of each perspective Bidder.**

#### ARTICLE 6. BID FORM

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

#### ARTICLE 7. RECEIPT OF BIDS

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

#### ARTICLE 8. MODIFICATION AND WITHDRAWAL OF BIDS

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



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

#### ARTICLE 9. LOWEST RESPONSIBLE BIDDER

- 9.1 A contract may be awarded to the Lowest Responsible Bidder. The term "Lowest Responsible Bidder" as used herein shall mean the Bidder whose Total Bid Price is the lowest of those Bidders possessing, without limitation, the skill, ability, expertise, experience, qualifications and integrity necessary for the faithful performance of the Work, as determined by the CITY.
- 9.2 After review of these and other factors, including without limitation, responsiveness, qualifications and price, the CITY reserves the right to reject any and all Bids, to decline to make an award, to waive any and all informalities if it is in the CITY's best interest to do so. The CITY reserves the right to disregard all nonconforming, nonresponsive, conditional Bids, and Bids taking exception(s) to the Bid Documents.
- 9.3 A Bid which includes, for any Item(s), a Bid Price that is abnormally low or high may be rejected in its entirety.
- 9.4 The CITY reserves the right to reject the Bid of any Bidder that the CITY considers not to possess the qualities set forth in Article 11.1 herein.
- 9.5 **PRE-CONTRACT AWARD REQUIREMENTS:** After submitting a bid proposal, and prior to award of a contract, the selected Contractor(s) will be required to attend a pre-construction/scope review meeting. At this meeting, the scope of work and requirements of the documents will be reviewed to confirm the lowest, qualified, responsible bidder. When advised by the Owner and prior to the award of a contract, each trade contractor shall submit to the Owner a list of the proposed subcontractors which the trade contractor intends on using for the project.

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

- 10.1 If a purchase order(s) is to be issued, it will be issued within ninety (90) calendar days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.
- 10.2 If a contract is to be awarded, the CITY will give the Lowest Responsible Bidder a Notice of Award within ninety (90) calendar days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.
- 10.3 Subsequent to a Notice of Award, if any, to the Lowest Responsible Bidder (hereinafter "Contractor"), multiple unsigned copies of a contract and all other applicable contract documents will be made available to the Lowest Responsible Bidder for its execution. Within five (5) calendar days, excluding Saturdays, Sundays and legal holidays, thereafter, Contractor shall sign and return all copies of the contract and all other applicable contract documents, including without limitation, all required bonds and certificates of insurance to the CITY. Thereafter, upon all required reviews, approvals, and the CITY's signature, the CITY will deliver one fully signed copy of the contract to Contractor. The CITY shall incur

no obligations, contractual or otherwise, unless and until the CITY signs a contract, delivers a signed copy of the contract to the Contractor, and the CITY delivers to the Contractor the CITY's written notice to proceed.

#### ARTICLE 11. ACCESS TO SITE

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

#### ARTICLE 12. SALES TAX

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

#### ARTICLE 13. INSURANCE

- 13.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 13 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.
- 13.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.
- 13.3. 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.
- 13.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

**13.4.1 General Liability Insurance: \$1,000,000.00** per occurrence, **\$2,000,000.00** aggregate and **\$2,000,000.00** Products and completed operations aggregate

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

**13.4.2 Automobile Liability Insurance: \$1,000,000.00** combined single limit (CSL)

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

**13.4.3 Workers' Compensation:** Statutory Limits within the State of Connecticut:

Employers' Liability:

EL Each Accident **\$500,000.00**

EL Disease Each Employee **\$500,000.00**

EL Disease Policy Limit **\$500,000.00**

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

**13.4.4 Excess/Umbrella Liability Insurance:** Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. **\$1,000,000.00** each occurrence and **\$1,000,000.00** Aggregate.

**13.4.5 Builder's Risk Insurance: Not Applicable -**

**13.4.6 Contractors Pollution Liability Insurance:** **\$1,000,000.00** each claim, **\$2,000,000.00** aggregate coverage.

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

**13.5. 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.

**13.6. 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.**

**13.7. Certificates of Insurance:** The Contractor's General, Automobile, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and the Waterbury Board of Education, their public officials, employees, and any other person acting under, through or for them are listed as an as an additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation. All policies shall include a Waiver of Subrogation."**The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days

has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

#### ARTICLE 14. PURCHASE ORDER/CONTRACT TIME

14.1 BIDDER agrees and covenants that the Contract Time shall commence upon delivery of the CITY's written notice to proceed, which shall occur after contract execution by both parties.

#### ARTICLE 15. BID DOCUMENTS.

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

#### ARTICLE 16. Federal, State and Local Employment Requirements.

16.1 Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis-Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

16.2 The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

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

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities.

Forms can be found at

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

**END OF SECTION**

**THE CITY OF WATERBURY**  
**CROSBY HIGH SCHOOL – MAIN OFFICE RENOVATION**  
**SECTION 00300**

**ADDENDUM ACKNOWLEDGEMENT FORM**

NOTE: The Bidder is to complete, sign and date this form. The completed form shall be submitted with the BID FORM in accordance with ARTICLE 6 of the INSTRUCTIONS TO BIDDERS.

The undersigned, as Bidder's Authorized Representative, acknowledges receipt of the following Addenda and that the modifications to the Bid Documents noted therein have been considered and all costs related thereto are included in the Bid Prices:

Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____

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**Business Name of Bidder:** \_\_\_\_\_  
(Print or Type)

**By Bidder's Authorized Representative:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Date: \_\_\_\_\_  
(Print or Type)

**END OF SECTION**

**THE CITY OF WATERBURY**  
**CROSBY HIGH SCHOOL – MAIN OFFICE RENOVATION**  
**SECTION 00400**

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

Mr. Rocco Orso  
Director of Purchasing  
City of Waterbury  
235 Grand Street  
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with the Invitation to Bid, the Undersigned:

\_\_\_\_\_  
(Print or Type Business Name of Bidder)

having carefully examined all the Bid Documents, together with all Addenda, as acknowledged on the Addendum Acknowledgment Form, and having informed itself fully in regard to all conditions pertaining to the providing of the specified Bid Items and the place where the Work, Services and/or Items are to be delivered, constructed, installed and/or performed; and that with this representation, the undersigned makes this Bid.

Further, the undersigned proposes to provide the specified Bid Items, to perform all Services and/or to furnish all equipment, labor and materials, etc. and to complete the Work in its entirety in the manner and under the conditions required by the Bid Documents at the prices listed as follows:

**[Bid Items set out on following page]**

**BID ITEMS**

BID ITEM	AMOUNT BID IN WORDS	AMOUNT BID IN NUMBERS
1.0	Base Bid _____ _____ _____ Lump Sum	\$ _____ .00
2.0	Allowance for Changes; 10% of Bid Item 1.0 _____ _____ ALLOWANCE	\$ _____ .00
<b><u>TOTAL BID PRICE ITEMS 1.0 – 2.0 (in words)</u></b> _____ _____		\$ _____ .00

**MANDATORY ALTERNATES**

The Undersigned further proposes and agrees that should the following alternate or alternates be accepted and included in this Contract, the amount of base bid, as heretofore stated, shall be increased by stated alternate amount. All materials and workmanship shall be in strict accordance with original specifications and drawings.

The Contract requirements shall be an integral part of the alternates. The base bid shall include all work shown on the drawings and specifications irrespective of any items included in the alternative. The alternate is subject to acceptance or rejection by the Owner without affecting the price of the base bid. Contractors shall perform all work required to complete execution of the accepted alternate. The amount of the alternate price shall include the cost of any and all modifications made necessary by the Owner's acceptance and all Contractor's expenses including overhead and profit. The bidding Trade Contractor shall state the amount of the alternate listed below. No response to the alternates will be interpreted as no change in cost.

**Base Bid Alternates**

Base Bid Alternate No.	Description	Amount
1	Alternate 1 Base Bid Area: Eliminate All Signage for Base Bid Area.	Add/Deduct \$
2	Alternate 2 Base Bid Area: Eliminate Specification Section 064116 and All Casework for Base Bid Area.	Add/Deduct \$
3	Alternate 3 Base Bid Area: Provide Hollow Metal in lieu of Aluminum for Doors/Frames/Windows for Base Bid Area.	Add/Deduct \$
<b>Identify either “add” or “deduct” by crossing out word that does not apply.</b>		

**Alternate**

<b>Alternate No.</b>	<b>Description</b>	<b>Total</b>
1A	Alternate Work Area: All work listed under as shown on the plans	Add/Deduct \$ _____
<b>Identify either "add" or "deduct" by crossing out word that does not apply.</b>		

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL BID PRICE.

The undersigned also agrees that the quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work.

The undersigned hereby certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

\_\_\_\_\_  
Social Security Number  
or Federal Identification Number

\_\_\_\_\_  
Signature of Individual or  
Corporate Name:

\_\_\_\_\_  
Corporate Officer  
(if applicable)

Notice of acceptance should be mailed, telegraphed or delivered to the (undersigned Bidder at the following address):

\_\_\_\_\_  
(Name)

By: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State, Zip Code)

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

Note: If the Bidder is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.



The following documents are attached to and made a condition of the Bid:

- a. Instructions to Bidders – Section 00100
- b. Addendum Acknowledgement – Section 00300
- c. Bid Form – Section 00400
- d. Technical Specifications – Section 00500

**END OF SECTION**

**ATTACHMENT C – SPECIAL PROCEDURES**

**INDEX TO THE SUPPLEMENTARY CONDITIONS OF THE CONTRACT**

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4.	ESTIMATED QUANTITIES.....	_____
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21.	NOT USED.....	_____
22.	NOT USED.....	_____
23.	CHRO.....	_____

1. PLANS AND SPECIFICATIONS AT THE SITE

If required by the Owners Representative, the Contractor shall maintain at the Project site two (2) copies of all Plans, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, Schedules and Instructions, in good order. One copy is to be marked to record all changes made during construction. These shall be available at all

times to the Project Engineer and the City or their authorized representatives. At the conclusion of construction, the Contractor is to turn one (1) corrected set over to the Project Engineer.

2. SHOP DRAWINGS, CATALOG CUTS AND SAMPLES

A. Submit in accordance with Division 1

3. CONSTRUCTION PROGRESS SCHEDULE

A. Within one (1) week after the Notice to Proceed, and prior to commencement of any work on site, the Contractor shall submit for the approval of the City three (3) copies of a Construction Progress Schedule which shall be developed by the Contractor through cooperation of the Project Engineer or authorized personnel. At the same time, the Contractor shall submit the Schedule of Values, Sedimentation and Erosion Control measures, Water Control Plan and Environmental Protection Plan.

B. The Progress Schedule shall indicate the proposed scheduling of the items of work listed in the various divisions of the work in the specifications. The schedule shall also indicate all subcontractors to be utilized on the Contract and the portions of the Contract that they will be performing. The Contractor shall evaluate the status of the Project at least monthly, comparing it to the original schedule which shall be revised as required.

4. ESTIMATED QUANTITIES

The Estimated Quantities for the Project have been furnished on the Bid Form. Within the limits of available funds, the Contractor will be required to complete the work specified herein at the unit prices provided in the Bid Form whether it involves quantities greater or lesser than the estimate. The Contractor will be compensated only for work actually performed.

5. SCHEDULE OF VALUES; APPLICATION FOR PAYMENT

A. Within one (1) week after the Notice to Proceed, as a basis for estimating partial payments, the Contractor shall submit for the approval of the City a certified Schedule of Values, broken down into quantities and unit costs for the various parts of the work, divided as may be directed and aggregating the total sum of the Contract; and if required, he shall submit evidence supporting this schedule.

B. The Contractor's requisition for payment shall be subdivided into items to correspond with the approved schedule and shall be in such numbers of copies as may be designated by the City.

6. PARTIAL PAYMENTS

A. The City will review the Contractor's monthly requisitions for Partial Payments to

arrive at what is, in its opinion, a fair and just estimate of the materials suitably stored on the site and the amount of work performed on the Contract. At its discretion, the City may allow to be included in the monthly requisitions materials stored off the site. In the event the City allows the Contractor to include in its requisitions payments for materials stored off the site, the Contractor shall also submit any additional bonds and/or insurance certificates relating to off-site stored material, and follow such other procedures as may be required by the City.

- B. In making such Partial Payments for the Project, retainage shall be held in accordance with Clean Water Funding Regulations (if applicable).

## 7. CONSTRUCTION EQUIPMENT

- A. The Contractor shall furnish and maintain, at its own cost and risk, all tools, apparatus and appliances, hoists and/or cranes and power for same, scaffolding, runways, ladders, temporary supports and bracing and all other similar work or material necessary to insure speed, convenience and safety in the execution of its Contract. All such items shall be subject to approval of the City, upon Engineer's recommendation, as to general stability, type and location, but the responsibility for proper design, strength and safety shall remain with the Contractor. All such items shall comply with OSHA regulations and all other applicable codes, statutes, rules and regulations.
- B. The Contractor shall provide all drains, drainage, ditches and pumping apparatus (including power and attendance for same) that may be necessary to keep all excavations and subgrade work free from water.

## 8. INSPECTION AND TESTS

- A. All material and workmanship (if not otherwise designated by the Specifications) shall be subject to inspection, examination and testing by the City and/or Project Engineer at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction is carried on. All tests shall be made at the Contractor's expense. Notice of the time of all tests to be made at the site shall be given to all interested parties.
- B. Without additional charge, the Contractor shall promptly furnish all reasonable facilities, labor and materials necessary to make tests safe and convenient. Special, full size and performance tests shall be as described in the Specifications.
- C. If, at any time before final acceptance of the entire Project, the City and/or Project Engineer considers it necessary or advisable to examine any portion of the Project already completed by removing or testing out the same, the Contractor shall upon request furnish promptly all necessary facilities, labor and materials. If such work is found to be defective in any material respect because of a fault of the Contractor or any of its subcontractors, or if any work shall have been covered over without the approval or consent of the City (whether or not it is found to be defective), the Contractor shall be liable for testing costs and all costs of correction, including labor,

material, services of required consultants, additional supervision and administrative costs.

9. UTILITIES

- A. The accuracy and completeness of the utility information shown on the Plans is not guaranteed. The Contractor shall make its own investigation of the extent and location of utilities and of the possibility of relocation work by the utility companies, and shall plan its operations accordingly. No claim for any delays, damage or extra work occasioned thereby will be allowed.
- B. The Contractor shall allow others access to the Project for the purpose of placing, relocating or maintaining utilities, and he shall cooperate in every way in the performance of this Project.
- C. The Contractor shall notify the utility owners well in advance of the time the Contractor proposes to perform any work which would endanger utility installations, and the Contractor shall cooperate with the utility owners in relocating and/or protecting such installations during construction operations.
- D. No payment will be made to the Contractor for locating, protecting and making arrangements for relocating public utilities or for any delays caused thereby. The Contractor shall include all costs of this Project in other scheduled items of the Contract.
- E. The Contractor shall contact "Call Before You Dig" at least two days prior to commencing any excavation on the site (toll free in Connecticut at 1-800-922-4455).

10. SEDIMENTATION AND EROSION CONTROL– if required

All watercourses shall be protected from sedimentation, both during and after construction. The Contractor shall control erosion and sedimentation problems in accordance with Connecticut Guidelines for Soil Erosion and Sediment Control prepared by the Connecticut Council on Soil and Water Conservation, dated 2002, as amended. The Contractor shall submit the Sedimentation and Erosion Control measures for the approval of the Engineer within one (1) week after the Notice to Proceed.

11. DEWATERING AND WATER CONTROL– if required

The Contractor shall be responsible for all dewatering required to complete the Contract including, but not limited to, pumping, well points, trenches, excavations, water control structures and cofferdams, which may be required to properly complete this Project. Particular attention is called for regarding fluctuation in water levels due to precipitation. No extra compensation will be allowed, due to water level fluctuation. The Contractor shall submit the Water Control Plan for the approval of the Engineer within one (1) week after the Notice to Proceed. (See the appropriate section in the Technical Specifications for further information.)

12. DUST AND SPILLAGE CONTROL

- A. The Contractor shall take appropriate measures to control the generation of dust from its activities. Water shall be provided and applied as required or as ordered by the Project Engineer for allaying dust conditions.
- B. All vehicles utilized by the Contractor for delivery or removal of materials shall have appropriate covers to prevent spillage of material during transit.

13. WINTER EROSION CONTROL MEASURES– if required

Seeding and plantings shall be performed March 15 to June 15 or August 15 to October 15. The Contractor shall submit a winter erosion control plan to the Project Engineer for approval prior to the start of construction. This plan shall indicate, in sufficient detail, the methods and materials which shall be used during the winter months to prevent erosion, scour and general deterioration of the Project and adjacent flora and fauna.

14. PROTECTION OF ENVIRONMENTAL RESOURCES– if required

The environmental resources within the Project boundaries and those affected outside the limits of permanent work under this Contract shall be protected during the entire period of this Contract. The Contractor shall confine its activities to areas defined by the Plans and Specifications. Environmental protection shall be as stated in the following subparagraphs:

- A. Prior to the beginning of any construction, the Contractor shall identify all land resources to be preserved within the Contractor's Work area. The Contractor shall not remove, cut, deface, injure or destroy land resources including trees, shrubs, vines, grasses, top soil and land forms without special written permission from the property owner. No ropes, cables or guys shall be fastened or attached to any trees for anchorage unless specifically authorized. Where such special emergency use is permitted, the Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs.
- B. Prior to any construction, the Contractor shall mark the areas that are not required to accomplish all work to be performed under the Contract. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible. The Contractor shall convey to its personnel the purpose of marking and/or protection of all necessary objects.
- C. Trees, shrubs, vines, grasses, land forms and other landscape features indicated and defined on the Plans to be preserved shall be clearly identified by marking, fencing or wrapping with boards, or any other approved techniques.
- D. Earthwork brought to final grade shall be finished as indicated and specified. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earthwork shall be planned and conducted to minimize the

duration of exposure of unprotected soils. Except in instances where the constructed feature obscures borrow areas, quarries and waste material areas, these areas shall not initially be cleared in total. Clearing of such areas shall progress in reasonably sized increments as needed to use the areas developed as approved by the City and/or Engineer.

- E. Runoff from the construction site shall be controlled by the construction of diversion ditches, benches and berms to retard and divert runoff to protected drainage courses, and any measures required by area wide plans approved under Paragraph 208 of the Clean Water Act.
- F. The Contractor shall construct or install all temporary erosion control features as indicated in the Plans. Temporary erosion control measures such as berms, dikes, drains, grassing and mulching shall be maintained until construction of the Project is completed.
- G. The Contractor's field offices, staging areas, stockpile storage and temporary buildings shall be placed in areas designated on the submitted Plan. Temporary movement or relocation of the Contractor's facilities shall be made only on approval by the City and/or Engineer.
- H. Borrow areas shall be managed to minimize erosion and to prevent sediment from entering nearby watercourses.
- I. Spoil areas shall be managed and controlled to limit spoil areas and to prevent erosion of soil or sediment from entering nearby watercourses. Spoil areas shall be developed in accordance with the grading plan indicated on the Plans.

15. ENVIRONMENTAL PROTECTION PLAN – if required

Within one (1) week after the Notice to Proceed, and prior to commencement of any work on site, the Contractor shall submit an Environmental Protection Plan for the approval of the City in accordance with the provisions herein specified. The plan shall include but not be limited to the following:

- A. A list of Federal, State and Local laws and regulations concerning environmental protection, pollution control and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws and regulations.
- B. Methods for protection of features to be preserved within authorized work areas. The Contractor shall prepare a listing of methods to protect resources needing protection, i.e., trees, shrubs, vines, grasses and groundcover, landscape features, air and water quality, fish and wildlife, soil, historical, archeological and cultural resources.
- C. Procedures to be implemented by the Contractor to provide the required environmental protection and to comply with applicable laws and regulations. The Contractor shall set out the procedures to be followed to correct pollution of the environment due to accident, natural causes or failure to follow the procedures set out



in accordance with the Environmental Protection Plan.

- D. The location of the nearest suitable solid waste disposal area and a permit allowing the Contractor to use those facilities.
- E. Drawing showing locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials.
- F. Environmental monitoring plans for the job site, including land, water, air and noise monitoring as necessary, and if required by the Project Engineer.
- G. Traffic control plan when necessary.
- H. Methods of protecting surface and ground water during construction activities.
- I. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. The plan should include measures for making the limits of use areas.

16. TEMPORARY UTILITIES

- A. Existing building power may be utilized for small tools, temporary lighting, etc.. Tools requiring power requirements greater than normal (220, 3 Phase, etc..) is the responsibility of the Contractor.

17. TOILET ACCOMMODATIONS AND DRINKING WATER

The Contractor shall provide necessary sanitary toilet accommodations and drinking water for the workers. Separate facilities shall be provided for female workers.

18. TEMPORARY TELEPHONES

No use of Owner's/Building's phone system shall be permitted.

19. NOT USED

20. PROGRESS MEETINGS

Progress meetings will be held weekly at locations, dates and times selected by the OWNER for the purpose of reviewing, scheduling and coordinating the Project's progress as well as other matters.

21. NOT USED

22. NOT USED

23. CHRO

Within 10 days of Notice of Intent to Award. Prior to execution of a contract, the successful bidder will be required to document the good faith efforts to provide opportunities for SBE and MBE contractors to participate in the bidding process and to submit the Bidder Contract Compliance Monitoring Report. The contractor who is selected to perform this State project 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 and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at [http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806).

Project: Crosby High School Main Office Renovation

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**Minimum Rates and Classifications  
for Building Construction**

ID# : B 23183

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

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

Project Number:

Project Town: Waterbury

State#:

FAP#:

Project: Crosby High School Main Office Renovation

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<b>CLASSIFICATION</b>	<b>Hourly Rate</b>	<b>Benefits</b>
1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings	38.25	27.96
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1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
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1c) Asbestos Worker/Heat and Frost Insulator	37.15	27.56

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**As of: Wednesday, February 22, 2017**

Project: Crosby High School Main Office Renovation

2) Boilermaker	38.34	26.01
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3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	33.48	30.61 + a
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3b) Tile Setter	34.90	24.69
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3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
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3d) Tile, Marble & Terrazzo Finishers	26.70	21.02
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3e) Plasterer	33.48	30.61
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**As of: Wednesday, February 22, 2017**

Project: Crosby High School Main Office Renovation

-----LABORERS-----

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4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers.	28.55	18.90
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4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	28.80	18.90
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4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	29.05	18.90
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4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew whose primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	28.80	18.90
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4d) Group 5: Air track operator, sand blaster and hydraulic drills.	29.30	18.90
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**As of: Wednesday, February 22, 2017**

Project: Crosby High School Main Office Renovation

4e) Group 6: Blasters, nuclear and toxic waste removal. 31.55 18.90

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4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped). 29.55 18.90

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4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew. 28.38 18.90

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4h) Group 9: Top men on open air caisson, cylindrical work and boring crew. 27.86 18.90

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4i) Group 10: Traffic Control Signalman 16.00 18.90

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5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers. 32.00 24.42

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**As of: Wednesday, February 22, 2017**

Project: Crosby High School Main Office Renovation

5a) Millwrights	32.47	24.84
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6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	38.02	23.75+3% of gross wage
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7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	49.00	29.985+a+b
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-----LINE CONSTRUCTION-----

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Groundman	25.93	6.5% + 8.53
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Linemen/Cable Splicer	47.14	6.5% + 20.98
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**As of: Wednesday, February 22, 2017**

Project: Crosby High School Main Office Renovation

8) Glazier (Trade License required: FG-1,2)	35.58	20.15 + a
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9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	35.22	31.99 + a
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----OPERATORS----

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Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over), work boat 26 ft. and over and Tunnel Boring Machines. (Trade License Required)	38.55	23.55 + a
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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)	38.23	23.55 + a
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Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	37.49	23.55 + a
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**As of: Wednesday, February 22, 2017**



Project: Crosby High School Main Office Renovation

Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	37.10	23.55 + a
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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	36.51	23.55 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	36.51	23.55 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	36.20	23.55 + a
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Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).	35.86	23.55 + a
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Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	35.46	23.55 + a
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**As of: Wednesday, February 22, 2017**

Project: Crosby High School Main Office Renovation

Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	35.03	23.55 + a
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Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	32.99	23.55 + a
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Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	32.99	23.55 + a
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Group 12: Wellpoint operator.	32.93	23.55 + a
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Group 13: Compressor battery operator.	32.35	23.55 + a
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Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	31.21	23.55 + a
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**As of: Wednesday, February 22, 2017**

Project: Crosby High School Main Office Renovation

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	30.80	23.55 + a
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Group 16: Maintenance Engineer/Oiler.	30.15	23.55 + a
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Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	34.46	23.55 + a
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Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	32.04	23.55 + a
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-----PAINTERS (Including Drywall Finishing)-----

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10a) Brush and Roller	32.02	20.15
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**As of: Wednesday, February 22, 2017**

Project: Crosby High School Main Office Renovation

10b) Taping Only/Drywall Finishing 32.77 20.15

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10c) Paperhanger and Red Label 32.52 20.15

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10e) Blast and Spray 35.02 20.15

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11) Plumber (excluding HVAC pipe installation) (Trade License required:  
P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) 40.62 29.71

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12) Well Digger, Pile Testing Machine 33.01 19.40 + a

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Roofer: Cole Tar Pitch 40.00 15.75 + a

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**As of: Wednesday, February 22, 2017**

Project: Crosby High School Main Office Renovation

Roofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	38.50	15.75 + a
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15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	36.00	34.51
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16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	40.62	29.71
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-----TRUCK DRIVERS-----

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17a) 2 Axle	28.83	21.39 + a
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17b) 3 Axle, 2 Axle Ready Mix	28.93	21.39 + a
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**As of: Wednesday, February 22, 2017**

Project: Crosby High School Main Office Renovation

17c) 3 Axle Ready Mix	28.98	21.39 + a
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17d) 4 Axle, Heavy Duty Trailer up to 40 tons	29.03	21.39 + a
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17e) 4 Axle Ready Mix	29.08	21.39 + a
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17f) Heavy Duty Trailer (40 Tons and Over)	29.28	21.39 + a
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17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	29.08	21.39 + a
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18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	42.62	20.77 + a
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**As of: Wednesday, February 22, 2017**

Project: Crosby High School Main Office Renovation

19) Theatrical Stage Journeyman	25.76	7.34
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***As of:* Wednesday, February 22, 2017**

Project: Crosby High School Main Office Renovation

*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 \$3.00 premium in addition to the hourly wage rate and benefit contributions:***

***1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)***

***2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson***

***3) Cranes (under 100 ton rated capacity)***

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

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

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

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

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

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

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

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

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

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

*The annual adjustments will be posted on the Department of Labor's Web page: [www.ct.gov/dol](http://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.*

**As of: Wednesday, February 22, 2017**



Project: Crosby High School Main Office Renovation

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

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

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

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

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

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

**As of: Wednesday, February 22, 2017**



Opportunity ★ Guidance ★ Support



# **THIS IS A PUBLIC WORKS PROJECT**

**Covered by the**

# **PREVAILING WAGE LAW**

**CT General Statutes Section 31-53**

**If you have QUESTIONS regarding your wages  
CALL (860) 263-6790**

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

**Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions.** (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

# **Informational Bulletin**

## **THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE**

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is [http://www.osha.gov/fso/ote/training/edcenters/fact\\_sheet.html](http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html);
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

**THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.**

November 29, 2006

**Notice**  
**To All Mason Contractors and Interested Parties**  
**Regarding Construction Pursuant to Section 31-53 of the**  
**Connecticut General Statutes (Prevailing Wage)**

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

**Forklift Operator:**

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.
- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

***Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.***

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

## STATUTE 31-55a

### - SPECIAL NOTICE -

**To: All State and Political Subdivisions, Their Agents, and Contractors**

**Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.**

*Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.*

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement 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 Web Site. The annual adjustments will be posted on the Department of Labor Web page: [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us). 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.

**Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.**



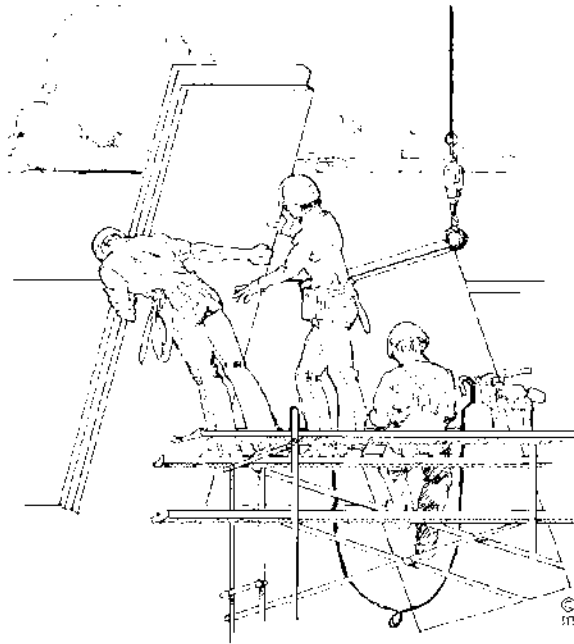
~NOTICE~

TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached “Contracting Agency Certification Form” to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

 Inquiries can be directed to (860)263-6543.



CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION  
CONTRACT COMPLIANCE UNIT

*CONTRACTING AGENCY CERTIFICATION FORM*

I, \_\_\_\_\_, acting in my official capacity as \_\_\_\_\_,  
authorized representative title

for \_\_\_\_\_, located at \_\_\_\_\_,  
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with  
\_\_\_\_\_, located at \_\_\_\_\_,  
project name and number address

shall be \$\_\_\_\_\_, which includes all work, regardless of whether such project  
consists of one or more contracts.

*CONTRACTOR INFORMATION*

Name: \_\_\_\_\_

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

Authorized Representative: \_\_\_\_\_

Approximate Starting Date: \_\_\_\_\_

Approximate Completion Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Return To: Connecticut Department of Labor  
Wage & Workplace Standards Division  
Contract Compliance Unit  
200 Folly Brook Blvd.  
Wethersfield, CT 06109

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

CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION

**CONTRACTORS WAGE CERTIFICATION FORM**  
**Construction Manager at Risk/General Contractor/Prime Contractor**

I, \_\_\_\_\_ of \_\_\_\_\_  
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the \_\_\_\_\_  
Company Name  
\_\_\_\_\_  
Street  
\_\_\_\_\_  
City

and all of its subcontractors will pay all workers on the  
\_\_\_\_\_  
Project Name and Number  
\_\_\_\_\_  
Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

\_\_\_\_\_  
Signed

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Return to:  
Connecticut Department of Labor  
Wage & Workplace Standards Division  
200 Folly Brook Blvd.  
Wethersfield, CT 06109

Rate Schedule Issued (Date): \_\_\_\_\_

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

<b>PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS</b> <b>WEEKLY PAYROLL</b>											Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109								
In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.											WORKER'S COMPENSATION INSURANCE CARRIER  POLICY #  EFFECTIVE DATE: EXPIRATION DATE:								
CONTRACTOR NAME AND ADDRESS:											SUBCONTRACTOR NAME & ADDRESS								
PAYROLL NUMBER	Week-Ending Date	PROJECT NAME & ADDRESS																	
PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE						Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
				S	M	T	W	TH	F	S				Total O/T Hours	TOTAL FRINGE BENEFIT PLAN CASH	FICA	FEDERAL WITH-HOLDING		
			Trade License Type & Number - OSHA 10 Certification Number	HOURS WORKED EACH DAY															
											\$ Base Rate	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$							
											\$ Base Rate	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$							
											\$ Base Rate	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$							
											\$ Base Rate	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$							

**\*FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker’s compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care \_\_\_\_\_ 4) Disability \_\_\_\_\_
- 2) Pension or retirement \_\_\_\_\_ 5) Vacation, holiday \_\_\_\_\_
- 3) Life Insurance \_\_\_\_\_ 6) Other (please specify) \_\_\_\_\_

**CERTIFIED STATEMENT OF COMPLIANCE**

For the week ending date of \_\_\_\_\_,

I, \_\_\_\_\_ of \_\_\_\_\_, (hereafter known as Employer) in my capacity as \_\_\_\_\_ (title) do hereby certify and state:

**Section A:**

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such person is covered by a worker’s compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

\_\_\_\_\_  
 (Signature) (Title) Submitted on (Date)

**\*\*\*THIS IS A PUBLIC DOCUMENT\*\*\*  
\*\*\*DO NOT INCLUDE SOCIAL SECURITY NUMBERS\*\*\***

**Weekly Payroll Certification For  
Public Works Projects (Continued)**

**PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS**

Week-Ending Date:

Contractor or Subcontractor Business Name:

**WEEKLY PAYROLL**

PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION  Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE							Total ST Hours  Total O/T Hours	BASE HOURLY RATE  TOTAL FRINGE BENEFIT PLAN CASH	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
				S	M	T	W	TH	F	S					FICA	WITH- HOLDING	WITH- HOLDING	OTHER		
				HOURS WORKED EACH DAY																
											\$	1. \$								
											Base Rate	2. \$								
												3. \$								
											\$	4. \$								
											Cash Fringe	5. \$								
												6. \$								

\*IF REQUIRED

# SAMPLE

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.										<b>PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS</b>										Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109				
WEEKLY PAYROLL																								
CONTRACTOR NAME AND ADDRESS: Landon Corporation, 15 Connecticut Avenue, Northford, CT 06472										SUBCONTRACTOR NAME & ADDRESS: XYZ Corporation 2 Main Street Yantic, CT 06389					WORKER'S COMPENSATION INSURANCE CARRIER: Travelers Insurance Company POLICY # #BAC8888928 EFFECTIVE DATE: 1/1/09 EXPIRATION DATE: 12/31/09									
PAYROLL NUMBER	Week-Ending Date	PROJECT NAME & ADDRESS DOT 105-296, Route 82								Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY					
														FICA	FEDERAL WITH-HOLDING	STATE WITH-HOLDING	LIST OTHER							
PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE							Total O/T Hours	TOTAL FRINGE BENEFIT PLAN CASH	Per Hour	THIS WEEK	FICA	FEDERAL WITH-HOLDING	STATE WITH-HOLDING	LIST OTHER	THIS PREVAILING RATE JOB	CHECK # AND NET PAY				
				S	M	T	W	TH	F	S											HOURS WORKED EACH DAY			
				Trade License Type & Number - OSHA 10 Certification Number	20	21	22	23	24	25	26													
Robert Craft 81 Maple Street Willimantic, CT 06226		M/C	Electrical Lineman E-1 1234567 Owner OSHA 123456		8	8	8	8	8			S-TIME 40	\$ 30.75 Base Rate	1. \$ 5.80 2. \$ 3. \$ 2.01	\$1,582.80				P-xxxx	\$1,582.80	#123  \$ xxx.xx			
Ronald Jones 212 Elm Street Norwich, CT 06360	65%	M/B	Electrical Apprentice  OSHA 234567		8	8	8	8	8			S-TIME 40	\$ 19.99 Base Rate	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$	\$1,464.80	xx.xx	xxx.xx	xx.xx	G-xxx	\$1,464.80	#124  \$xxx.xx			
Franklin T. Smith 234 Washington Rd. New London, CT 06320 SECTION B		M/H	Project Manager			8						S-TIME 8	\$ Base Rate	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$	\$1,500.00	xx.xx	xx.xx	xx.xx	M-xx.x		#125  xxx.xx			
												S-TIME	\$ Base Rate	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$										
												O-TIME	\$ Cash Fringe	4. \$ 5. \$ 6. \$										

OSHA 10 ~ATTACH CARD TO 1ST CERTIFIED PAYROLL

**\*FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

**SAMPLE**

Please specify the type of benefits provided:

- 1) Medical or hospital care Blue Cross 4) Disability \_\_\_\_\_
- 2) Pension or retirement \_\_\_\_\_ 5) Vacation, holiday \_\_\_\_\_
- 3) Life Insurance Utopia 6) Other (please specify) \_\_\_\_\_

**CERTIFIED STATEMENT OF COMPLIANCE**

For the week ending date of 9/26/09,

I, Robert Craft of XYZ Corporation, (hereafter known as

Employer) in my capacity as Owner (title) do hereby certify and state:

**Section A:**

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such employee of the Employer is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA-The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such employee's name first appears.

Robert Craft owner 10/2/09  
 (Signature) (Title) Submitted on (Date)

**Section B: Applies to CONNDOT Projects ONLY**

That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.

Robert Craft owner 10/2/09  
 (Signature) (Title) Submitted on (Date)

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CP1 as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

**\*\*\*THIS IS A PUBLIC DOCUMENT\*\*\*  
 \*\*\*DO NOT INCLUDE SOCIAL SECURITY NUMBERS\*\*\***



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

⇒ Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

**Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons  
(Building Construction) and  
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)**

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

**Elevator Constructors: Mechanics**

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

**Glaziers**

- a. Paid Holidays: Labor Day and Christmas Day.

**Power Equipment Operators  
(Heavy and Highway Construction & Building Construction)**

- a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

**Ironworkers**

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

**Laborers (Tunnel Construction)**

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

**Roofers**

- a. Paid Holidays: July 4<sup>th</sup>, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

**Sprinkler Fitters**

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

**Truck Drivers**

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

## CHAPTER 34: CITY POLICY

Section

### *General Provisions*

34.01 Lost articles; state law adopted

#### *Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects*

- 34.10 Title
- 34.15 Purpose
- 34.16 Findings
- 34.17 Definitions
- 34.18 Hiring goal and implementation
- 34.19 Referral mechanism
- 34.20 Monitoring
- 34.21 Good faith efforts
- 34.22 Contract requirements for covered services

#### ***Cross-reference:***

*Centralized procurement system, see Ch. 38*

*Interlocal agreements, see Ch. 40*

#### ***Statutory reference:***

*Advertising; sale of perishable goods, see Conn. Gen. Stat. § 50-11*

*Disposition after expiration of time for making claim, see Conn. Gen. Stat. § 50-14*

*Duties of finder, see Conn. Gen. Stat. § 50-10*

*Lost and unclaimed property, see Conn. Gen. Stat. Ch. 859*

*Procedure if unclaimed, see Conn. Gen. Stat. § 50-13*

*Restoration to owner if claimed, see Conn. Gen. Stat. § 50-12*

### **GENERAL PROVISIONS**

#### **§ 34.01 LOST ARTICLES; STATE LAW ADOPTED.**

The provisions of Conn. Gen. Stat. §§ 50-10 through 50-14 are adopted as permitted by Conn. Gen. Stat. § 50-9 and shall apply within the city to the finding of any article of the value of \$1 or more. (1967 Code, § 13-11)

***Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects***

**§ 34.10 TITLE.**

The City of Waterbury Code of Ordinances §§ 34.10 through 34.22 entitled “Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects” shall also be known and may be cited as the “Good Jobs Ordinance” for the City.

(Ord. passed 5-13-2015)

**§ 34.15 PURPOSE.**

The purpose of this subchapter is to increase the benefit to the City of Waterbury and its residents from the city’s investment of public funds in certain publicly-funded construction projects to allow the city to recognize, as a benefit of such investment, a reduction in the amount of poverty and unemployment that would otherwise exist amongst its residents and also to help reduce the economic burden that would otherwise be placed on the city in having to provide alternative assistance to those residents who, but for their being hired pursuant to the provisions of this ordinance, would remain unemployed.

(Ord. passed 2-21-2012)

**§ 34.16 FINDINGS.**

The City of Waterbury finds that a substantial number of city residents are not being employed by contractors performing work on publicly-funded construction projects in the City of Waterbury and that the residents, therefor, are not receiving the maximum possible benefit from the City of Waterbury’s investment of public funds in the projects. The city further finds that:

(A) Recent research of hiring patterns on construction projects reveals a pattern of low hiring of residents in favor of nonresidents whose hiring is draining significant resources from the city.

(1) Only 14% of work hours performed on the construction of the \$138,000,000 waste water treatment plant in 1998 - 1999 were performed by residents;

(2) Only 10% of laborers hours on city street paving in 1999 were performed by residents;

(3) With an average wage of \$21 per hour on tax-funded city construction work as exemplified by the waste water treatment plant construction project, more than \$13,000,000 in wages was lost by city residents on that project. Due to typical turnover of those funds among businesses

in the community, \$13,000,000 - \$26,000,000 of additional economic activity from the multiplier effect was lost to city businesses;

(4) As a result of the high percentage of noncity residents on construction projects, fewer Waterbury residents are able to be home owners, thus reducing property taxes to the city. For each resident who loses the opportunity to be a home owner, the city loses an estimated \$2,000 in revenue per year.

(5) The migration of benefits caused by the high percentage of noncity residents on construction projects increases the burden on health care providers to provide uncompensated care to Waterbury residents without health insurance. Over the course of the waste water treatment plant project alone, for example, \$5,000,000 in health and pension benefits were lost to city residents. If this subchapter were minimally met, it would double the wages and benefits going to city residents; and

(6) The extra cost to tax payers of the under-usage of apprentices on the project compared to what is permissible under state law is estimated at close to \$1,000,000.

(B) Waterbury residents face higher rates of unemployment than other towns and cities in the region and state.

(1) The unemployment rate among construction workers who are residents of the city is 50% higher than the statewide unemployment rate among construction workers, and more than double the unemployment rate among construction workers in similarly-sized cities. For example, the Connecticut Department of Labor reports that in September 1999, 324 city residents applied for construction jobs at unemployment offices out of a total construction workforce of 3,600 (9%). Statewide, 3,908 applicants applied out of a total construction labor force of 63,800 (6%). In Danbury, 166 city residents applied out of a total construction workforce of 4,100 (4%).

(2) Since 1984 the city's unemployment rate has been consistently higher than the rate of unemployment in the Naugatuck Valley region and the state. Unemployment is especially severe in some neighborhoods, which faced up to 19% unemployment, compared to the city's 8% unemployment in the 1990 Census.

(C) Poverty is much greater and incomes are much lower in Waterbury than elsewhere in the region and state.

(1) According to the 1990 Census, 12.1% of the city's residents lived below the poverty level, compared to 2.7% in the rest of the region and 6.8% statewide.

(2) Median 1990 household income was \$30,533 in Waterbury compared to \$41,721 for the state, and compared to \$45,000 - \$67,500 for towns in the rest of the Naugatuck Valley region. Estimates updating this data to 1997 show little change. Residents on average earn \$10,000 less per capita than the statewide average of \$28,000.

(3) Poverty is even more pronounced in some neighborhoods with up to 30% of their residents in poverty.

(4) The average wage for residents coming off of welfare in the city is one of the lowest in the State of Connecticut at \$5.93 per hour.

(5) Over one-third of female headed households are under poverty.

(6) City children are among the poorest in the State of Connecticut, 61% of students city-wide are eligible for reduced price meals versus 25% statewide.

(Ord. passed 2-21-2012)

### **§ 34.17 DEFINITIONS.**

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**ADMINISTRATOR.** The person(s), city department or agency designated by the Mayor of the city with the responsibility of overseeing the implementation and enforcement of this subchapter.

**APPRENTICE.** Definition as set forth in Conn. Gen. Stat. § 31-22m and any subsequent amendments approved by the Connecticut General Assembly is incorporated by reference herein.

**BASIC SKILLED WORKER.** A person who is currently enrolled in or having completed a training program administered by or on behalf of a legally organized labor union or a state-approved standardized craft training program. Specifically excluded from this definition is an APPRENTICE as defined by Conn. Gen. Stat. § 31-22m.

**CITY.** The City of Waterbury, Connecticut.

**CITY FUNDS.** Funds originating within the city pursuant to the city's taxing powers or authority to raise money through the sale of public bonds, permit tax abatements and enter into tax fixing agreements and tax increment financing agreements.

**CONSTRUCTION.** The process of building, altering, repairing, improving or demolishing any public infrastructure facility, including any public structure, public building or other public improvements of any kind to city property or other property or space in which the city has an interest. It does not include the routine operation, routine repair or routine maintenance of any existing public infrastructure facility, including structures, buildings or real property.

**CONSTRUCTION PROJECT.** Any project for which the primary purpose involves construction, as defined above, deconstruction, the remediation of any hazardous materials as defined in the Connecticut General Statutes, the rehabilitation or renovation of any structure or the creation, extension, reconstruction, reconditioning or rebuilding of any portion of a municipal infrastructure or public utility system.

**CONTRACTOR.** Any person hired by the city, directly or indirectly through an owner, to perform construction work on covered projects.

**COVERED PROJECT.** Any construction project taking place in the city with a value of \$500,000 or greater, funded in whole or in part by city funds or funds administered by the city in accordance with federal or state grant or loan programs or any other federal or state programs. This definition of **COVERED PROJECT** shall include funds derived from the aforementioned federal or state grant, loan or other programs only to the extent permitted by federal and state law. The value of the projects shall equal the total consideration to be paid to all contractors stated in each contract pursuant to which contractors are performing construction work on covered projects.

**FIRST-SOURCE REFERRAL PROGRAM.** A program whose purpose includes but is not limited to, job training and the referral of qualified residents to contractors. The **FIRST-SOURCE REFERRAL PROGRAM** shall use the Good Jobs umbrella coalition of community groups and churches as a priority source for recruitment.

**GOOD JOBS ADMINISTRATION BUDGET.** The amount of funding required to oversee the implementation and enforcement of this subchapter in a given fiscal year.

**HIRING GOAL.** The 30% of the total worker hours on each covered project shall be performed by residents. At least 25% of construction trade jobs shall go to apprentices and/or basic skilled workers. At least 70% of all "new hires" (those workers hired by a contractor on a project, other

than existing employees and those referred by union hiring halls with prior seniority in the case of a union job) shall be "economically disadvantaged" individuals, defined as those earning less than 150% of the poverty line at the time of application. A minimum of 5% of the construction workforce labor hours will be local resident, minority artisans. A minimum of 5% of the construction workforce labor hours will be women. A minimum of 10% of the total work hours shall be allocated for minorities. Contractors are expected to employ a workforce that represents the population of the city.

***LIAISON COMMITTEE.*** The committee established by the Board of Aldermen to monitor compliance with the provisions of this subchapter, and make recommendations to the Administrator and the Board of Aldermen regarding administration of this subchapter. The committee shall convene at a minimum of once every quarter in a space open to the public. The committee shall be comprised of two representatives of the Board of Aldermen one to be appointed by the President of the Board of Aldermen and one to be appointed by the Minority Leader on the Board of Aldermen, one representative from the Board of Education to be appointed by the President of the Board of Education, one representative of the Workforce Development Board, and five representatives who are appointed by the Board of Aldermen to represent: one contractor, one union, one civil rights group, one community and one Human Rights Commission. The committee members shall serve for a term of two years, and this nomination and selection process shall be used to fill any vacancy.

***NEW HIRE.*** Those workers hired by a contractor on a project, other than existing employees, and those referred by union hiring halls with prior seniority in the case of a union job.

***OWNER.*** The person who enters into a contract with a contractor for work on a covered project other than the city.

***PERSON.*** An individual or a company, partnership, foreign or domestic corporation, partnership, limited liability company or other business entity.

***RESIDENT.*** Any person whose domicile is the City of Waterbury, Connecticut.

***ROUTINE MAINTENANCE.*** Simple, small-scale activities (usually requiring only minimal skills or training) planned and performed at regular intervals and being necessary to (1) extend the life of, or to delay or prevent the premature failure of, any plant or system or of any structure or structural system, building component or equipment; or (2) protect against normal wear and tear; or (3) maintain a suitable aesthetic appearance. Examples of ROUTINE MAINTENANCE may include, but are not limited to, lawn or grass cutting, hedge trimming, painting, caulking, sealing, plumbing or electrical repairs, carpet cleaning or other cleaning performed at regular intervals.



***SUBCONTRACTOR.*** Any person hired by a contractor to perform construction work on covered projects.

(Ord. passed 2-21-2012; Ord. passed 8-19-2013; Ord. passed 5-13-2015)

**§ 34.18 HIRING GOAL AND IMPLEMENTATION.**

(A) All contractors and subcontractors performing work on covered projects shall make good faith efforts to satisfy the hiring goal.

(B) Any contractors or subcontractors that fail to meet the hiring goal shall be required to demonstrate to the Administrator's satisfaction that the contractor or subcontractor made good faith efforts to meet the hiring goal.

(C) (1) The Mayor of the city shall appoint an Administrator annually no later than June 30th to serve as the Administrator for the city's fiscal year following such appointment or within 30 days of a vacancy that might arise during any fiscal year. The foregoing notwithstanding, an incumbent Administrator shall serve until their successor has been appointed and qualified. If, in the event of a vacancy, the Mayor fails to appoint a replacement Administrator within the first 30 days following the effective date of that vacancy, then the Board of Aldermen shall have the power to fill the vacancy provided that the Board does so:

(a) Within 30 days from the date upon which the power to make the appointment vested in the Board; or

(b) Prior to May 31st if the power to make the appointment vests in the Board on or after May 1st.

(2) Should the Board fail to make the appointment during any 30 day period it has to do so, or prior to May 31st if the power to make the appointment vests in the Board on or after May 1st, then the power of appointment shall revert to the Mayor. Thereafter, throughout the remainder of the then current fiscal year, the power to make the appointment shall alternate between the Mayor and the Board, at 30 day intervals, until an appointment is made or until June 1st at which point in time the power to make the appointment shall vest in the Mayor.

(D) The Mayor shall annually, prior to the adoption of the city's budget for the then next fiscal year and after consultation with the Administrator and all relevant city department heads, establish a Good Jobs Administration Budget for the then next fiscal year and the Mayor shall include a line item in his

annual budget submission to the Board of Aldermen sufficient to fund the Good Jobs Administration Budget. If, during the fiscal year in which the Mayor submits a given Good Jobs Administration Budget as part of his budget submission, the city has received as liquidated damages, pursuant to its contracts for covered projects, an amount greater than or equal to the Good Jobs Administration Budget as then submitted by the Mayor, the city shall be required to fund the Good Jobs Administration Budget as submitted by the Mayor and approved by the Board of Aldermen. To the extent possible, the cost required to oversee the implementation and enforcement of this subchapter for each project shall be funded and paid for through each project.

(Ord. passed 2-21-2012; Ord. passed 5-13-2015)

#### **§ 34.19 REFERRAL MECHANISM.**

(A) No less than four (4) weeks prior to the commencement of construction on covered projects, the contractor shall meet with the Administrator and provide the number of job positions to be created by the project by trade and the qualifications by job title. The Administrator shall make reasonable efforts to ensure that adequate job training is available to the extent necessary to achieve the hiring goal and that screening and referral mechanisms are in place so that contractors can access qualified residents. Additionally, the Administrator shall designate a first-source referral program for the city.

(B) In the event a contractor or subcontractor cannot satisfy the hiring goal through its own employees and union hiring halls, the contractor or subcontractor shall next utilize the first source referral program in order to satisfy the hiring goal. The contractor or subcontractor must wait five business days after a request has been submitted before advertising the position elsewhere.

(C) Qualifications required shall be only those relevant to the job. In satisfying the hiring goal, the contractor and any subcontractor shall employ all qualified persons referred by the first source referral program. The contractor and any subcontractor must utilize the first source referral program whenever its hiring needs increase and they are unable to comply with the hiring goals.

(Ord. passed 2-21-2012; Ord. passed 5-13-2015)

#### **§ 34.20 MONITORING.**

(A) The owner for a covered project shall require all construction contracts to comply with all provisions of this subchapter, and a copy of this subchapter shall be included with all contracts with contractors and subcontractors performing construction work on covered projects. This subchapter must be a contractual obligation in all contracts.

(B) All contractors and subcontractors performing construction work on covered projects shall submit to the Administrator weekly certified payroll records within five working days of the end of each payroll period. The records must show the person-hours on a craft-by-craft basis and identify the address, social security number, hiring date, ethnicity, gender and trade (journey person or apprentice) of all employees on the project. All reports must have an original signature and be signed by an authorized officer or employee of the company. Failure to comply with the provisions of this division (B) shall be deemed by the Administrator to be a violation of this subchapter and shall be subject to, and invoiced, liquidated damages on a weekly basis. Any willful misrepresentation contained in the information requested pursuant to this division (B) shall be deemed by the Administrator to be a violation of this subchapter and shall be subject to, and invoiced, liquidated damages on a weekly basis. The Administrator shall notify the City of Waterbury Department of Finance upon any violation of this subchapter. 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.

(C) Unless prohibited by federal, state or local law, all records in the city's possession shall be available for public inspection.

(D) The Administrator shall review all information provided pursuant to division (B) hereof and submit monthly reports to the Liaison Committee and to the Board of Aldermen summarizing the information.

(Ord. passed 2-21-2012; Ord. passed 5-13-2015)

### **§ 34.21 GOOD FAITH EFFORTS.**

(A) Contractors shall be deemed to have made good faith efforts if they demonstrate to the satisfaction of the Administrator that they have done all of the following:

(1) Utilize the first source referral program to help satisfy the hiring goal;

(2) Notify the public in the city of the employment opportunities available on covered projects. The notification shall comprise a notice in a newspaper of general circulation in the city of employment opportunities, written notice to construction unions, community organizations and city high schools concerning same, and any other notice required by the Administrator. Contractors shall maintain records of responses to the notices received thereby. All notices must state that all qualified applicants will receive consideration without regard to race, color, religion, sex or national origin. The notice required by this division shall include a statement that the notice is provided pursuant to this subchapter;

(3) Maintain a file on the job site of the names and addresses of each worker referred by the first source referral program. The file shall indicate what action was taken with respect to each referred person, and if the person was not hired, the reasons therefore; provided, however, that this subchapter shall not be construed as requiring contractors to hire any persons who do not satisfy applicable job qualifications;

(4) Participate in State of Connecticut-approved local employment training programs in the city's area, or develop on-the-job training opportunities and participate and assist in any association or employer-group training program relevant to the contractor's employment needs;

(5) Regularly review and evaluate their personnel and promotional opportunities, encourage city residents to seek opportunities and establish a program to monitor compliance with this subchapter; and

(6) Utilize other means of obtaining employees who are residents of the city that are reasonably calculated to assist with achieving the hiring goals.

(B) Contractors shall provide the city with any documentation requested by the Administrator in order to establish compliance with this subchapter.

(Ord. passed 2-21-2012)

### **§ 34.22 CONTRACT REQUIREMENTS FOR COVERED SERVICES.**

(A) This city shall include provisions in Chapter 38, entitled "Centralized Procurement System," of the Code of Waterbury mandating that each contract for a covered project, as that term is defined herein, awarded pursuant to Chapter 38 include provisions addressing compliance with the provisions of this subchapter by the contractor or contractors thereunder and by any subcontractor or subcontractors performing work related to any such contract.

(B) Whenever provisions are included in a contract for a covered project pursuant to division (A) of this section, they shall include provisions establishing liquidated damages for the failure of any contractor or subcontractor to comply with the provisions of this subchapter on a weekly basis. The liquidated damages shall be based on an estimate of the cost the city would incur in having to provide alternative employment opportunities, or alternative economic assistance, to those residents who would have benefited by the city's investment in the covered project if they had been hired by the contractor or subcontractor had they complied with the provisions of this subchapter.

(C) Whenever provisions regarding liquidated damages are included in a contract for a covered project pursuant to division (B) of this section, that contract shall, if applicable, also include provisions addressing the following matters:

(1) Weekly compliance reviews by the Administrator for the purpose of assessing compliance with the provisions of this subchapter, or the lack thereof;

(2) Requiring a separate certification of compliance by the Administrator prior to the payment of any funds by the city under any such contract;

(3) The weekly assessment and invoicing of liquidated damages per noncompliant contractor or subcontractor while said contract is executory;

(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.

(Ord. passed 2-21-2012; Ord. passed 5-13-2015)

**THE CITY OF WATERBURY**  
**CROSBY HIGH SCHOOL – MAIN OFFICE RENOVATION**  
**SECTION 00500**  
**TECHNICAL SPECIFICATIONS**

## SECTION 011000 - SUMMARY

## 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:

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Coordination with occupants.
5. Work restrictions.
6. Specification and drawing conventions.

- B. Related Section:

1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

## 1.3 PROJECT INFORMATION

- A. Project Identification: Crosby High School – Main Office Renovations.

1. Project Location: 300 Pierpont Road, Waterbury, CT 06705.

- B. Owner: The City of Waterbury.

1. Owner's Representative: Shannon Sullivan, School Inspector Waterbury Public Schools, 236 Grand St, Waterbury, CT 06702.

- C. Architect: Friar Associates inc., 281 Farmington Avenue, Farmington, CT 06032.

## 1.4 WORK COVERED BY CONTRACT DOCUMENTS

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

Renovations to Crosby High School. Selective demolition of existing interior partitions. Construction of new interior partitions, doors, and ceilings. Installation of plumbing for new toilet rooms. Renovations and upgrades to M/E/P systems.

- B. Type of Contract

1. Project will be constructed under a single prime contract.

### 1.5 ACCESS TO SITE

- A. General: 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.
- B. Use of Site: Limit use of Project site to areas within the Contract limits 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 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.
- C. 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.

### 1.6 COORDINATION WITH OCCUPANTS

- A. 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.

### 1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours 8:00 a.m. to 5:00 p.m., Monday through Friday, except as 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 Owner not less than seven days in advance of proposed utility interruptions.
  - 2. Obtain 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 Owner not less than three days in advance of proposed disruptive operations.



- E. Nonsmoking Building: Smoking is not permitted on the Owner's property.
- F. Controlled Substances: Use of tobacco products and other controlled substances on the Project site is not permitted.
- G. Employee Identification: Provide identification tags for Contractor personnel working on the Project site. Require personnel to utilize identification tags at all times.
- H. Employee Screening: Comply with Owner's requirements regarding drug and background screening of Contractor personnel working on the Project site.
  - 1. Maintain list of approved screened personnel with Owner's Representative.

#### 1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
  - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

#### 1.9 MISCELLANEOUS PROVISIONS

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

## SECTION 012300 - ALTERNATES

## 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 alternates.

## 1.3 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 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 alternate into the Work. No other adjustments are made to the Contract Sum.

## 1.4 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.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

## 3.1 SCHEDULE OF ALTERNATES

- A. Alternate No. 1
  - 1. Base Bid: Provide all signage as shown within the Construction Documents.
  - 2. Alternate: Eliminate all signage indicated within the Base Bid Area.

B. Alternate No. 2

1. Base Bid: Provide all casework as shown and described within the Construction Documents.
2. Alternate: Eliminate Specification Section 064116 and all casework indicated within the Base Bid Area.

C. Alternate No. 3

1. Base Bid: Provide all aluminum storefront framing as shown and described within the Construction Documents.
2. Alternate: Provide hollow metal window systems in lieu of aluminum storefront framing.

D. Alternate No. 1A

1. Alternate: Provide cost for all work shown within the "Alternate Work Area" as indicated within the construction documents.

END OF SECTION 012300

## SECTION 012600 - CONTRACT MODIFICATION 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 handling and processing Contract modifications.
- B. Related Sections:
  - 1. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

## 1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

## 1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within 10 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
    - e. Quotation Form: Use forms acceptable to Architect.

- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  4. Include costs of labor and supervision directly attributable to the change.
  5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
  7. Proposal Request Form: Use form acceptable to Architect.

#### 1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

#### 1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

## SECTION 012900 - PAYMENT 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. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections:
  - 1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 2. Division 01 Section "Submittal Procedures" for administrative requirements governing the preparation and submittal of the submittal schedule.

## 1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

## 1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Correlate line items in the schedule of values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with continuation sheets.
    - b. Submittal schedule.
    - c. Items required to be indicated as separate activities in Contractor's construction schedule.
  - 2. Submit the schedule of values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
  - 3. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values correlated with each element.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the schedule of values:

- a. Project name and location.
  - b. Name of Architect.
  - c. Architect's project number.
  - d. Contractor's name and address.
  - e. Date of submittal.
2. Arrange schedule of values consistent with format of AIA Document G703.
  3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
    - a. Change Orders (numbers) that affect value.
    - b. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
      - 1) Labor.
      - 2) Materials.
      - 3) Equipment.
  4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of Contract Sum.
  5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  6. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
    - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
  7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
  8. Purchase Contracts: Provide a separate line item in the schedule of values for each purchase contract. Show line-item value of purchase contract. Indicate owner payments or deposits, if any, and balance to be paid by Contractor.
  9. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
    - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
  10. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### 1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
  4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
  2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
  3. Provide summary documentation for stored materials indicating the following:
    - a. Materials previously stored and included in previous Applications for Payment.
    - b. Work completed for this Application utilizing previously stored materials.
    - c. Additional materials stored with this Application.
    - d. Total materials remaining stored, including materials with this Application.
- F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
  2. Schedule of values.
  3. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
  4. Submittal schedule (preliminary if not final).
  5. Copies of building permits.
  6. Report of preconstruction conference.
  7. Certificates of insurance and insurance policies.
  8. Performance and payment bonds.



- H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. AIA Document G707, "Consent of Surety to Final Payment."
  4. Evidence that claims have been settled.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

## SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

## 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 provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General project coordination procedures.
  - 2. Administrative and supervisory personnel.
  - 3. Coordination drawings.
  - 4. Requests for Information (RFIs).
  - 5. Project meetings.
- B. Related Sections:
  - 1. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 2. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

## 1.3 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.

## 1.4 COORDINATION

- 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. 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.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities 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.
  9. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

#### 1.5 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings in accordance with requirements in individual Sections, where installation is not completely shown 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. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    - c. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
    - d. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
    - e. Indicate required installation sequences.
    - f. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Coordination Drawing Organization: Organize coordination drawings as follows:

1. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
2. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire protection, fire alarm, and electrical equipment.
3. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
4. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
5. Mechanical and Plumbing Work: Show the following:
  - a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
  - b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
  - c. Fire-rated enclosures around ductwork.
6. Electrical Work: Show the following:
  - a. Runs of vertical and horizontal conduit 1-1/4 inch diameter and larger.
  - b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire alarm locations.
  - c. Panel board, switch board, switchgear, transformer, busway, generator, and motor control center locations.
  - d. Location of pull boxes and junction boxes, dimensioned from column center lines.
7. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are the Contractor's responsibility. If the Architect determines that the coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, the Architect will so inform the Contractor, who shall make changes as directed and resubmit.
8. Coordination Drawing Prints: Prepare coordination drawing prints in accordance with requirements of Division 01 Section "Submittal Procedures."

#### 1.6 KEY PERSONNEL

- A. 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 telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
  1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

#### 1.7 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
  1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.

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.
  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 solution(s) 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: Software-generated form with substantially the same content as indicated above, acceptable to Architect.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow 10 working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for coordination information already indicated in the Contract Documents.
    - d. Requests for adjustments in the Contract Time or the Contract Sum.
    - e. Requests for interpretation of Architect's actions on submittals.
    - f. 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 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 Division 01 Section "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within five days if Contractor disagrees with response.

- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:
1. Project name.
  2. Name and address of Contractor.
  3. Name and address of Architect.
  4. RFI number including RFIs that were dropped and not submitted.
  5. RFI description.
  6. Date the RFI was submitted.
  7. Date Architect'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.

## 1.8 PROJECT MEETINGS

- A. General: 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.
  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 and Architect, within three days of the meeting.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
1. Conduct the conference to review responsibilities and personnel assignments.
  2. Attendees: Authorized representatives of Owner, 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.
  3. Agenda: Discuss items of significance that could affect progress, including the following:
    - 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. Procedures for processing field decisions and Change Orders.
    - g. Procedures for RFIs.
    - h. Procedures for testing and inspecting.
    - i. Procedures for processing Applications for Payment.
    - j. Distribution of the Contract Documents.
    - k. Submittal procedures.
    - l. Preparation of record documents.
    - m. Use of the premises and existing building.
    - n. Work restrictions.
    - o. Working hours.
    - p. Owner's occupancy requirements.
    - q. Responsibility for temporary facilities and controls.

- r. Procedures for disruptions and shutdowns.
  - s. Construction waste management and recycling.
  - t. Parking availability.
  - u. Office, work, and storage areas.
  - v. First aid.
  - w. Progress cleaning.
4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
  2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. Related RFIs.
    - b. Related Change Orders.
    - c. Submittals.
    - d. Possible conflicts.
    - e. Compatibility problems.
    - f. Time schedules.
    - g. Manufacturer's written recommendations.
    - h. Compatibility of materials.
    - i. Acceptability of substrates.
    - j. Temporary facilities and controls.
    - k. Space and access limitations.
    - l. Regulations of authorities having jurisdiction.
    - m. Testing and inspecting requirements.
    - n. Installation procedures.
    - o. Coordination with other work.
    - p. Required performance results.
    - q. Protection of adjacent work.
    - r. Protection of construction and personnel.
  3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
  4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
  5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Project Closeout Conference: Schedule and conduct a Project closeout conference, at a time convenient to Owner and Architect, but no later than 30 days days prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Project closeout.
  2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
    - a. Preparation of record documents.
    - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
    - c. Submittal of written warranties.
    - d. Requirements for preparing operations and maintenance data.
    - e. Requirements for demonstration and training.
    - f. Preparation of Contractor's punch list.
    - g. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
    - h. Submittal procedures.
    - i. Responsibility for removing temporary facilities and controls.
  4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- E. Progress Meetings: Conduct progress meetings at weekly intervals.
1. Coordinate dates of meetings with preparation of payment requests.
  2. Attendees: In addition to representatives of Owner 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) Sequence of operations.
      - 2) Status of submittals.
      - 3) Temporary facilities and controls.
      - 4) Progress cleaning.
      - 5) Quality and work standards.
      - 6) Status of correction of deficient items.
      - 7) Field observations.
      - 8) Status of RFIs.
      - 9) Status of proposal requests.
      - 10) Pending changes.
      - 11) Status of Change Orders.
      - 12) Pending claims and disputes.
      - 13) 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

## SECTION 013300 - SUBMITTAL 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 requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections:
  - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the schedule of values.
  - 2. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 3. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
  - 4. Division 01 Section "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

## 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect'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 responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as informational submittals.
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

## 1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule 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 modifications to submittals noted by the Architect and additional time for handling and reviewing submittals required by those corrections.

1. Initial Submittal: Submit concurrently with start-up 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.
2. 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 final release or approval.
  - g. Scheduled dates for purchasing.
  - h. Scheduled dates for installation.
  - i. Activity or event number.

#### 1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.
- 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 different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserves 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 Architect'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 10 working days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect 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 10 working 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 15 working days for initial review of each submittal.

- D. Identification and Information: Place a permanent label or title block on each paper copy submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
  2. Include the following information for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name of Contractor.
    - d. Name of subcontractor.
    - e. Name of supplier.
    - f. Name of manufacturer.
    - g. Submittal number or other unique identifier, including revision identifier.
      - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
    - h. Number and title of appropriate Specification Section.
    - i. Drawing number and detail references, as appropriate.
    - j. Location(s) where product is to be installed, as appropriate.
- E. Identification and Information: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file with links enabling navigation to each item.
  2. Name file with submittal number or other unique identifier, including revision identifier.
    - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
  3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
  4. Include the following information on an inserted cover sheet:
    - a. Project name.
    - b. Date.
    - c. Name and address of Architect.
    - d. Name of Contractor.
    - e. Name of firm or entity that prepared submittal.
    - f. Name of subcontractor.
    - g. Name of supplier.
    - h. Name of manufacturer.
    - i. Number and title of appropriate Specification Section.
    - j. Drawing number and detail references, as appropriate.
    - k. Location(s) where product is to be installed, as appropriate.
    - l. Related physical samples submitted directly.
    - m. Other necessary identification.
  5. Include the following information as keywords in the electronic file metadata:
    - a. Project name.
    - b. Number and title of appropriate Specification Section.

- c. Manufacturer name.
  - d. Product name.
- F. Options: Identify options requiring selection by the Architect.
- G. Deviations: Identify deviations from the Contract Documents on submittals.
- H. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
  - 1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
- I. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will discard submittals received from sources other than Contractor.
  - 1. Transmittal Form: Provide locations on form for the following information:
    - a. Project name.
    - b. Date.
    - c. Destination (To:).
    - d. Source (From:).
    - e. Names of subcontractor, manufacturer, and supplier.
    - f. Category and type of submittal.
    - g. Specification Section number and title.
    - h. Indication of full or partial submittal.
    - i. Drawing number and detail references, as appropriate.
    - j. Transmittal number, numbered consecutively.
    - k. Submittal and transmittal distribution record.
    - l. Remarks.
    - m. Signature of transmitter.
  - 2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- J. 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 action stamp.
- K. 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.
- L. Use for Construction: Use only final submittals that are marked with approval notation from Architect's action stamp.

## PART 2 - PRODUCTS

## 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Action Submittals: Submit three paper copies of each submittal, unless otherwise indicated. Architect will return two copies.
  2. Informational Submittals: Submit two paper copies of each submittal, unless otherwise indicated. Architect will not return copies.
  3. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
  4. Certificates and Certifications Submittals: Provide 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.
    - a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
    - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
  5. Test and Inspection Reports Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."
- B. 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 not suitable 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.
  4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  5. Submit Product Data before or concurrent with Samples.
  6. Submit Product Data in the following format:
    - a. Three paper copies of Product Data, unless otherwise indicated. Architect will return two copies.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

- a. Identification of products.
  - b. Schedules.
  - c. Compliance with specified standards.
  - d. Notation of coordination requirements.
  - e. Notation of dimensions established by field measurement.
  - f. Relationship and attachment to adjoining construction clearly indicated.
2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 42 inches (750 by 1067 mm).
  3. Submit Shop Drawings in the following format:
    - a. Three opaque copies of each submittal. Architect will retain two copies; remainder will be returned.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
  3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
- E. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- F. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- G. 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 American Welding Society (AWS) forms. Include names of firms and personnel certified.

- H. 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.
- I. 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.
- J. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- K. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- L. 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.
- M. Product Test Reports: Submit written reports indicating 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.
- N. 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.
- O. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S REVIEW

- A. Action 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.
- B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 01 Section "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, 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.

### 3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.



- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- E. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- F. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

## SECTION 014000 - QUALITY REQUIREMENTS

## 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 quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner or authorities having jurisdiction are not limited by provisions of this Section.

## 1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Preconstruction Testing: Tests and inspections performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.
- I. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

#### 1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

#### 1.5 ACTION SUBMITTALS

- A. Shop Drawings: For integrated exterior mockups, provide plans, sections, and elevations, indicating materials and size of mockup construction.
  - 1. Indicate manufacturer and model number of individual components.
  - 2. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- C. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  - 1. Specification Section number and title.
  - 2. Entity responsible for performing tests and inspections.
  - 3. Description of test and inspection.
  - 4. Identification of applicable standards.

5. Identification of test and inspection methods.
6. Number of tests and inspections required.
7. Time schedule or time span for tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

#### 1.7 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.
- B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
  1. Project quality-control manager may also serve as Project superintendent.
- C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- D. Testing and Inspection: Include in quality-control plan a comprehensive schedule of Work requiring testing or inspection, including the following:
  1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
  2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

#### 1.8 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
  1. Date of issue.
  2. Project title and number.
  3. Name, address, and telephone number of testing agency.
  4. Dates and locations of samples and tests or inspections.
  5. Names of individuals making tests and inspections.
  6. Description of the Work and test and inspection method.

7. Identification of product and Specification Section.
  8. Complete test or inspection data.
  9. Test and inspection results and an interpretation of test results.
  10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  12. Name and signature of laboratory inspector.
  13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of technical representative making report.
  2. Statement on condition of substrates and their acceptability for installation of product.
  3. Statement that products at Project site comply with requirements.
  4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  6. Statement whether conditions, products, and installation will affect warranty.
  7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of factory-authorized service representative making report.
  2. Statement that equipment complies with requirements.
  3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  4. Statement whether conditions, products, and installation will affect warranty.
  5. Other required items indicated in individual Specification Sections.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.
- 1.9 QUALITY ASSURANCE
- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

- D. **Installer Qualifications:** A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. **Professional Engineer Qualifications:** A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. **Testing Agency Qualifications:** An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
1. **NRTL:** A nationally recognized testing laboratory according to 29 CFR 1910.7.
  2. **NVLAP:** A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- G. **Manufacturer's Technical Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- H. **Factory-Authorized Service Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. **Preconstruction Testing:** Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
1. **Contractor responsibilities include the following:**
    - a. Provide test specimens representative of proposed products and construction.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
    - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
    - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
    - f. When testing is complete, remove test specimens, assemblies, mockups; do not reuse products on Project.
  2. **Testing Agency Responsibilities:** Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

#### 1.10 QUALITY CONTROL

- A. **Owner Responsibilities:** Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform any duties of Contractor.

- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field curing of test samples.
  5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of the Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses. .
1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

#### 1.11 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:
1. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  2. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
  3. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
  4. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  5. Retesting and reinspecting corrected work.

#### PART 2 - PRODUCTS (Not Used)

#### PART 3 - EXECUTION

##### 3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.



2. Description of the Work tested or inspected.
  3. Date test or inspection results were transmitted to Architect.
  4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

### 3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

## SECTION 014200 - REFERENCES

## 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 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

## 1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

#### 1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

## SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections:
  - 1. Division 01 Section "Summary" for work restrictions and limitations on utility interruptions.

## 1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.

## 1.4 INFORMATIONAL SUBMITTALS

- A. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage, including delivery, handling, and storage provisions for materials subject to water absorption or water damage, discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water damaged Work.
  - 1. 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.
- B. Dust-Control and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust-control and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:
  - 1. Locations of dust-control partitions at each phase of the work.
  - 2. HVAC system isolation schematic drawing.
  - 3. Location of proposed air filtration system discharge.
  - 4. Other dust-control measures.
  - 5. Waste management plan.

## 1.5 QUALITY ASSURANCE

- A. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- B. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

## 1.6 PROJECT CONDITIONS

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

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Dust Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60 inches (914 by 1624 mm).
- B. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

### 2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Personnel will be permitted to use permanent facilities, under conditions acceptable to Owner.

### 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: Use of permanent HVAC system.
  - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  - 2. 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 Division 01 Section "Closeout Procedures".
- C. Air Filtration Units: HEPA primary and secondary filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

## PART 3 - EXECUTION

### 3.1 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. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
  - 1. Prior to commencing work, isolate the HVAC system in area where work is to be performed in accordance with approved coordination drawings.
    - a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
    - b. Maintain negative air pressure within work area using HEPA-equipped air filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.
  - 2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust containment devices.
  - 3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.
- C. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
  - 1. Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.
- D. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
  - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
  - 2. Install lighting for Project identification sign.

### 3.2 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
  - 1. Personnel will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
  - 1. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
    - a. Provide temporary, directional signs for construction personnel and visitors.
  - 2. Maintain and touchup signs so they are legible at all times.
- C. Waste Disposal Facilities: Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."

- D. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
  - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

### 3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
  - 1. Comply with work restrictions specified in Division 01 Section "Summary."
- B. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- C. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- D. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.
  - 1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant plywood on construction operations side.
  - 2. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
  - 3. Insulate partitions to control noise transmission to occupied areas.
  - 4. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.
  - 5. Protect air-handling equipment.
  - 6. Provide walk-off mats at each entrance through temporary partition.

### 3.4 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.
- 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.
  - 2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 015000



## SECTION 016000 - PRODUCT REQUIREMENTS

## 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 selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Sections:
  - 1. Division 01 Section "References" for applicable industry standards for products specified.

## 1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

## 1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
  - 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify

Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

- a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
- b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

#### 1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

#### 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

- B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

- C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

#### 1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  2. Refer to Divisions 02 through 49. Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  4. Where products are accompanied by the term "as selected," Architect will make selection.
  5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
  6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:
1. Manufacturers:
    - a. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.

### 2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.

2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

## SECTION 017300 - EXECUTION

## 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 general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Installation of the Work.
  - 2. Cutting and patching.
  - 3. Progress cleaning.
  - 4. Starting and adjusting.
  - 5. Protection of installed construction.
  - 6. Correction of the Work.
- B. Related Sections:
  - 1. Division 02 Section "Selective Structure Demolition" for demolition and removal of selected portions of the building.

## 1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

## 1.4 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  - 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from the Architect before proceeding. Shore, brace, and support structural element during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
  - 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:
    - a. Primary operational systems and equipment.
    - b. Fire separation assemblies.

- c. Air or smoke barriers.
  - d. Fire-suppression systems.
  - e. Mechanical systems piping and ducts.
  - f. Control systems.
  - g. Communication systems.
  - h. Conveying systems.
  - i. Electrical wiring systems.
  - j. Operating systems of special construction.
3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
- a. Water, moisture, or vapor barriers.
  - b. Membranes and flashings.
  - c. Exterior curtain-wall construction.
  - d. Equipment supports.
  - e. Piping, ductwork, vessels, and equipment.
  - f. Noise- and vibration-control elements and systems.
4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

## 1.5 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- 1. For projects requiring compliance with sustainable design and construction practices and procedures, utilize products for patching that comply with requirements of Division 01 Section "Sustainable Design Requirements."
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Architect for the visual and functional performance of in-place materials.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
  1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
  2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to Architect according to requirements in Division 01 Section "Project Management and Coordination."
- D. Surface and Substrate Preparation: Comply with manufacturer's recommendations for preparation of substrates to receive subsequent work.

### 3.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
    - 1. Make vertical work plumb and make horizontal work level.
    - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
    - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
    - 4. Maintain minimum headroom clearance of 96 inches (2440 mm) in occupied spaces and 90 inches (2300 mm) in unoccupied spaces.
  - B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
  - C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
  - D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
  - E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
  - F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
  - G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
    - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
    - 2. Allow for building movement, including thermal expansion and contraction.
    - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
  - H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
  - I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.
- 3.4 CUTTING AND PATCHING
- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
    - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
  - B. Temporary Support: Provide temporary support of work to be cut.



- C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- D. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements of Division 01 Section "Summary."
- E. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
- F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
  - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  - 6. Proceed with patching after construction operations requiring cutting are complete.
- G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
  - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
  5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

### 3.5 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
  3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Utilize containers intended for holding waste materials of type to be stored.
  4. Coordinate progress cleaning for joint-use areas where more than one installer has worked.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
  2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Division 01 Section "Construction Waste Management and Disposal."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### 3.6 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with requirements in Division 01 Section "General Commissioning Requirements."
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in Division 01 Section "Quality Requirements."

### 3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

### 3.8 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

## SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

## 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 the following:
  - 1. Disposing of nonhazardous demolition and construction waste.

## 1.3 DEFINITIONS

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

## 1.4 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

## 1.5 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan according to ASTM E 1609 and requirements of this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of demolition and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.

- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
  - 1. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
  - 2. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
  - 1. Comply with Division 01 Section "Temporary Facilities and Controls" for operation, termination, and removal requirements.
- B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
  - 1. Distribute waste management plan to everyone concerned within three days of submittal return.
  - 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
  - 2. Comply with Division 01 Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

### 3.2 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
  - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Transport waste materials off 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.
- B. Related Sections:
  - 1. Division 01 Section "Execution" for progress cleaning of Project site.
  - 2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 3. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
  - 4. Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
  - 5. Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

## 1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 2. Advise Owner of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
  - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
  - 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  - 8. Complete startup testing of systems.

9. Submit test/adjust/balance records.
10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
11. Advise Owner of changeover in heat and other utilities.
12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
13. Complete final cleaning requirements, including touchup painting.
14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

#### 1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
1. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  2. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  3. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

#### 1.5 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, starting with exterior areas first and 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 Contractor.
    - d. Page number.

#### 1.6 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- 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 the Project Manual.
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 (215-by-280-mm) 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.
  4. Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document.
- D. 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 meet Green Seal 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 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 neither planted nor 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. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
  - j. Remove labels that are not permanent.
  - k. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
    - 1) Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates.
  - l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  - m. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
  - 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 upon inspection.
    - 1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report upon completion of cleaning.
  - p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
  - q. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste disposal requirements in Division 01 Section "Construction Waste Management and Disposal."

END OF SECTION 017700

## SECTION 017823 - OPERATION AND MAINTENANCE DATA

## 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 preparing operation and maintenance manuals, including the following:
  - 1. Operation and maintenance documentation directory.
  - 2. Emergency manuals.
  - 3. Operation manuals for systems, subsystems, and equipment.
  - 4. Product maintenance manuals.
  - 5. Systems and equipment maintenance manuals.
- B. Related Sections:
  - 1. Division 01 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
  - 2. Divisions 02 through 49 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

## 1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

## 1.4 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual specification sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
  - 1. Where applicable, clarify and update reviewed manual content to correspond to modifications and field conditions.
- B. Format: Submit operations and maintenance manuals in the following format:
  - 1. One paper copy. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will return one copy.

- C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Architect will comment on whether general scope and content of manual are acceptable.
- D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least five days before commencing demonstration and training. Architect will return copy with comments.
  - 1. Correct or modify each manual to comply with Architect's comments. Submit copies of each corrected manual on the day of demonstration and training.
    - a. Provide one printed hard copy and one electronic PDF copy to the Owner.

## PART 2 - PRODUCTS

### 2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Organization: Include a section in the directory for each of the following:
  - 1. List of documents.
  - 2. List of systems.
  - 3. List of equipment.
  - 4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

### 2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
  - 1. Title page.
  - 2. Table of contents.
  - 3. Manual contents.
- B. Title Page: Include the following information:
  - 1. Subject matter included in manual.
  - 2. Name and address of Project.

3. Date of submittal.
  4. Name and contact information for Contractor.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
    - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
    - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
  2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
  3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
  4. Supplementary Text: Prepared on 8-1/2-by-11-inch (215-by-280-mm) white bond paper.
  5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
    - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

### 2.3 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
1. Type of emergency.
  2. Emergency instructions.
  3. Emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:

1. Fire.
  2. Flood.
  3. Gas leak.
  4. Water leak.
  5. Power failure.
  6. Water outage.
  7. System, subsystem, or equipment failure.
  8. Chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
1. Instructions on stopping.
  2. Shutdown instructions for each type of emergency.
  3. Operating instructions for conditions outside normal operating limits.
  4. Required sequences for electric or electronic systems.
  5. Special operating instructions and procedures.

## 2.4 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
  2. Operating standards.
  3. Operating procedures.
  4. Operating logs.
  5. Wiring diagrams.
  6. Control diagrams.
  7. Piped system diagrams.
  8. Precautions against improper use.
  9. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
1. Product name and model number. Use designations for products indicated on Contract Documents.
  2. Manufacturer's name.
  3. Equipment identification with serial number of each component.
  4. Equipment function.
  5. Operating characteristics.
  6. Limiting conditions.
  7. Performance curves.
  8. Engineering data and tests.
  9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include the following, as applicable:
1. Startup procedures.
  2. Equipment or system break-in procedures.

3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

## 2.5 PRODUCT MAINTENANCE MANUALS

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- C. Product Information: Include the following, as applicable:
1. Product name and model number.
  2. Manufacturer's name.
  3. Color, pattern, and texture.
  4. Material and chemical composition.
  5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
1. Inspection procedures.
  2. Types of cleaning agents to be used and methods of cleaning.
  3. List of cleaning agents and methods of cleaning detrimental to product.
  4. Schedule for routine cleaning and maintenance.
  5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

## 2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
1. Standard maintenance instructions and bulletins.
  2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
  3. Identification and nomenclature of parts and components.
  4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
1. Test and inspection instructions.
  2. Troubleshooting guide.
  3. Precautions against improper maintenance.
  4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  5. Aligning, adjusting, and checking instructions.
  6. Demonstration and training video recording, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
  2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

## PART 3 - EXECUTION

### 3.1 MANUAL PREPARATION

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.

- B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
  - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
  - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
  - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
  - 1. Do not use original project record documents as part of operation and maintenance manuals.
  - 2. Comply with requirements of newly prepared record Drawings in Division 01 Section "Project Record Documents."
- G. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823



## SECTION 017839 - PROJECT RECORD DOCUMENTS

## 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 project record documents, including the following:
  - 1. Record Drawings.
  - 2. Record Specifications.
  - 3. Record Product Data.
- B. Related Sections:
  - 1. Division 01 Section "Closeout Procedures" for general closeout procedures.
  - 2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 3. Divisions 02 through 49 Sections for specific requirements for project record documents of the Work in those Sections.

## 1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit copies of record Drawings as follows:
    - a. Initial Submittal: Submit one paper copy set of marked-up record prints. Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
    - b. Final Submittal: Submit one paper copy and one digital PDF set of marked-up record prints. Print each Drawing, whether or not changes and additional information were recorded.
      - 1) In addition, provide one printed hard copy and one electronic PDF copy to the Owner.
- B. Record Specifications: Submit one paper copy and one digital PDF copy of Project's Specifications, including addenda and contract modifications.
  - 1. In addition, provide one printed hard copy and one electronic PDF copy to the Owner.
- C. Record Product Data: Submit one paper copy of each submittal.
  - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

- D. Reports: Submit written report weekly indicating items incorporated in Project record documents concurrent with progress of the Work, including modifications, concealed conditions, field changes, product selections, and other notations incorporated.

## PART 2 - PRODUCTS

### 2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings.
1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an acceptable drawing technique.
    - c. Record data as soon as possible after obtaining it.
    - d. Record and check the markup before enclosing concealed installations.
    - e. Cross-reference record prints to corresponding archive photographic documentation.
  2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Depths of foundations below first floor.
    - d. Locations and depths of underground utilities.
    - e. Revisions to routing of piping and conduits.
    - f. Revisions to electrical circuitry.
    - g. Actual equipment locations.
    - h. Duct size and routing.
    - i. Locations of concealed internal utilities.
    - j. Changes made by Change Order or Construction Change Directive.
    - k. Changes made following Architect's written orders.
    - l. Details not on the original Contract Drawings.
    - m. Field records for variable and concealed conditions.
    - n. Record information on the Work that is shown only schematically.
  3. Mark the Contract Drawings and Shop Drawings completely and accurately. Utilize personnel proficient at recording graphic information in production of marked-up record prints.
  4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
  5. Mark important additional information that was either shown schematically or omitted from original Drawings.
  6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.

1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
  2. Consult Architect for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared record Drawings into record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.
- C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  2. Format: Paper copy.
  3. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Architect.
    - e. Name of Contractor.

## 2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
  4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
  5. Note related Change Orders, record Product Data, and record Drawings where applicable.
- B. Format: Submit record Specifications as paper copy.

## 2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- B. Format: Submit record Product Data as paper copy.
1. Include record Product Data directory organized by specification section number and title, electronically linked to each item of record Product Data.

## PART 3 - EXECUTION

## 3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and modifications to project record documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 017839

## SECTION 017900 - DEMONSTRATION AND TRAINING

## 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 instructing Owner's personnel, including the following:
  - 1. Demonstration of operation of systems, subsystems, and equipment.
  - 2. Training in operation and maintenance of systems, subsystems, and equipment.
  - 3. Demonstration and training video recordings.
- B. Related Sections include the following:
  - 1. Division 01 Section "Project Management and Coordination" for requirements for preconstruction conferences.
  - 2. Divisions 02 through 33 Sections for specific requirements for demonstration and training for products in those Sections.

## 1.3 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
  - 1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.
- B. Qualification Data: For instructors and videographer.
- C. Attendance Record: For each training module, submit list of participants and length of instruction time.
- D. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

## 1.4 CLOSEOUT SUBMITTALS

- A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.

1. Identification: On each copy, provide an applied label with the following information:
  - a. Name of Project.
  - b. Name and address of videographer.
  - c. Name of Architect.
  - d. Name of Contractor.
  - e. Date of video recording.
2. Transcript: Prepared and bound in format matching operation and maintenance manuals. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as the corresponding video recording. Include name of Project and date of video recording on each page.
3. At completion of training, submit complete training manual(s) for Owner's use prepared and bound in format matching operation and maintenance manuals.

#### 1.5 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 014000 "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. Videographer Qualifications: A professional videographer who is experienced photographing demonstration and training events similar to those required.
- D. Preconstruction Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:
  1. Inspect and discuss locations and other facilities required for instruction.
  2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
  3. Review required content of instruction.
  4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

#### 1.6 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

## PART 2 - PRODUCTS

## 2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
  - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
    - a. System, subsystem, and equipment descriptions.
    - b. Performance and design criteria if Contractor is delegated design responsibility.
    - c. Operating standards.
    - d. Regulatory requirements.
    - e. Equipment function.
    - f. Operating characteristics.
    - g. Limiting conditions.
    - h. Performance curves.
  - 2. Documentation: Review the following items in detail:
    - a. Emergency manuals.
    - b. Operations manuals.
    - c. Maintenance manuals.
    - d. Project record documents.
    - e. Identification systems.
    - f. Warranties and bonds.
    - g. Maintenance service agreements and similar continuing commitments.
  - 3. Emergencies: Include the following, as applicable:
    - a. Instructions on meaning of warnings, trouble indications, and error messages.
    - b. Instructions on stopping.
    - c. Shutdown instructions for each type of emergency.
    - d. Operating instructions for conditions outside of normal operating limits.
    - e. Sequences for electric or electronic systems.
    - f. Special operating instructions and procedures.
  - 4. Operations: Include the following, as applicable:
    - a. Startup procedures.
    - b. Equipment or system break-in procedures.
    - c. Routine and normal operating instructions.
    - d. Regulation and control procedures.
    - e. Control sequences.
    - f. Safety procedures.
    - g. Instructions on stopping.
    - h. Normal shutdown instructions.
    - i. Operating procedures for emergencies.
    - j. Operating procedures for system, subsystem, or equipment failure.
    - k. Seasonal and weekend operating instructions.

- l. Required sequences for electric or electronic systems.
  - m. Special operating instructions and procedures.
5. Adjustments: Include the following:
    - a. Alignments.
    - b. Checking adjustments.
    - c. Noise and vibration adjustments.
    - d. Economy and efficiency adjustments.
  6. Troubleshooting: Include the following:
    - a. Diagnostic instructions.
    - b. Test and inspection procedures.
  7. Maintenance: Include the following:
    - a. Inspection procedures.
    - b. Types of cleaning agents to be used and methods of cleaning.
    - c. List of cleaning agents and methods of cleaning detrimental to product.
    - d. Procedures for routine cleaning
    - e. Procedures for preventive maintenance.
    - f. Procedures for routine maintenance.
    - g. Instruction on use of special tools.
  8. Repairs: Include the following:
    - a. Diagnosis instructions.
    - b. Repair instructions.
    - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
    - d. Instructions for identifying parts and components.
    - e. Review of spare parts needed for operation and maintenance.

### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 017823 "Operation and Maintenance Data."
- B. Set up instructional equipment at instruction location.

#### 3.2 INSTRUCTION

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
  1. Architect will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
  2. Owner will furnish an instructor to describe Owner's operational philosophy.
  3. Owner will furnish Contractor with names and positions of participants.



- B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
  - 1. Schedule training with Owner, through Architect, with at least seven days' advance notice.
- C. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
- D. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a demonstration performance-based test.
- E. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

### 3.3 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

- A. General: Engage a qualified commercial videographer to record demonstration and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
  - 1. At beginning of each training module, record each chart containing learning objective and lesson outline.
- B. Video: Provide minimum 640 x 480 video resolution converted to format file type acceptable to Owner, on electronic media.
  - 1. Electronic Media: Read-only format compact disc acceptable to Owner, with commercial-grade graphic label.
  - 2. File Hierarchy: Organize folder structure and file locations according to project manual table of contents. Provide complete screen-based menu.
  - 3. File Names: Utilize file names based upon name of equipment generally described in video segment, as identified in Project specifications.
  - 4. Contractor and Installer Contact File: Using appropriate software, create a file for inclusion on the Equipment Demonstration and Training DVD that describes the following for each Contractor involved on the Project, arranged according to Project table of contents:
    - a. Name of Contractor/Installer.
    - b. Business address.
    - c. Business phone number.
    - d. Point of contact.
    - e. E-mail address.
- C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to adequately cover area of demonstration and training. Display continuous running time.
  - 1. Film training session(s) in segments not to exceed 15 minutes.
    - a. Produce segments to present a single significant piece of equipment per segment.
    - b. Organize segments with multiple pieces of equipment to follow order of Project Manual table of contents.
    - c. Where a training session on a particular piece of equipment exceeds 15 minutes, stop filming and pause training session. Begin training session again upon commencement of new filming segment.

- D. Light Levels: Verify light levels are adequate to properly light equipment. Verify equipment markings are clearly visible prior to recording.
  - 1. Furnish additional portable lighting as required.
- E. Narration: Describe scenes on video recording by audio narration by microphone while video recording is recorded. Include description of items being viewed.
- F. Transcript: Provide a transcript of the narration. Display images and running time captured from videotape opposite the corresponding narration segment.
- G. Preproduced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

END OF SECTION 017900

## SECTION 024119 - SELECTIVE STRUCTURE DEMOLITION

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section Includes:

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

- B. Related Requirements:

- 1. Division 01 Section "Summary" for restrictions on the use of the premises, Owner-occupancy requirements, and phasing requirements.

## 1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
- C. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

## 1.4 MATERIALS OWNERSHIP

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

## 1.5 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project 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.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For refrigerant recovery technician.
- B. 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.
- C. Schedule of Selective Demolition Activities: Indicate the following:
  1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's and other tenants' 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.
- D. Inventory: Submit a list of items to be removed and salvaged and deliver to Owner prior to start of demolition.
- E. Pre-demolition Photographs or Video: Submit before Work begins.
- F. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.
- G. Warranties: Documentation indicated that existing warranties are still in effect after completion of selective demolition.

#### 1.7 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.
- B. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

#### 1.8 QUALITY ASSURANCE

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

#### 1.9 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: Hazardous materials are 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. 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.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - 1. Maintain fire-protection facilities in service during selective demolition operations.

#### 1.10 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties. Notify warrantor before proceeding.
- B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

### 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 ANSI/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 record documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in record documents.

- C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.
  - 1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
  - 2. Steel Tendons: Locate tensioned steel tendons and include recommendations for de-tensioning.
- F. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.
  - 1. Comply with requirements specified in Division 01 Section "Photographic Documentation."
  - 2. Inventory and record the condition of items to be removed and salvaged. Provide photographs of conditions that might be misconstrued as damage caused by salvage operations.
  - 3. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

### 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.
  - 1. Comply with requirements for existing services/systems interruptions specified in Division 01 Section "Summary."
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated 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 indicated 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 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.
    - 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.
- C. Refrigerant: Remove refrigerant from mechanical equipment to be selectively demolished according to 40 CFR 82 and regulations of authorities having jurisdiction.

### 3.3 PREPARATION

- A. 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.
- 1. Comply with requirements for access and protection specified in Division 01 Section "Temporary Facilities and Controls."
- B. Temporary Facilities: 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 Division 01 Section "Temporary Facilities and Controls."
- C. Temporary Shoring: 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.

### 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, to minimize disturbance of adjacent surfaces. 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 fire watch and portable fire-suppression devices during flame-cutting operations.
5. Maintain adequate ventilation when using cutting torches.
6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
9. Dispose of demolished items and materials promptly. Comply with requirements in Division 01 Section "Construction Waste Management and Disposal."

B. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

- C. 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 cleaned and reinstalled in their original locations after selective demolition operations are complete.

### 3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least **3/4 inch (19 mm)** at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.
- B. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, then remove concrete between saw cuts.
- C. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.
- D. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.
- E. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings." Do not use methods requiring solvent-based adhesive strippers.

### 3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.



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 Division 01 Section "Construction Waste Management and Disposal."

B. Burning: Burning of demolished materials will not be permitted.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

### 3.7 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.

B. END OF SECTION 024119

## SECTION 033053 - MISCELLANEOUS CAST-IN-PLACE CONCRETE

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section includes cast-in-place concrete, including reinforcement, concrete materials, mixture design, placement procedures, and finishes.

## 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Other Action Submittal:
  - 1. Design Mixtures: For each concrete mixture.

## 1.4 QUALITY ASSURANCE

- A. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
- B. Comply with the following sections of **ACI 301 (ACI 301M)**, unless modified by requirements in the Contract Documents:
  - 1. "General Requirements."
  - 2. "Formwork and Formwork Accessories."
  - 3. "Reinforcement and Reinforcement Supports."
  - 4. "Concrete Mixtures."
  - 5. "Handling, Placing, and Constructing."
- C. Comply with ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

## PART 2 - PRODUCTS

## 2.1 FORMWORK

- A. Furnish formwork and formwork accessories according to **ACI 301 (ACI 301M)**.

## 2.2 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.

## 2.3 CONCRETE MATERIALS

- A. Normal-Weight Aggregate: ASTM C 33, graded, 1-1/2-inch (38-mm) nominal maximum aggregate size.
- B. Water: ASTM C 94/C 94M.
- C. Synthetic Fiber: Fibrillated polypropylene fibers engineered and designed for use in concrete, complying with ASTM C 1116/C 1116M, Type III, 1/2 to 1-1/2 inches (13 to 38 mm) long.

## 2.4 ADMIXTURES

- A. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

## 2.5 RELATED MATERIALS

- A. Vapor Retarder: Polyethylene sheet, ASTM D 4397, not less than 10 mils (0.25 mm) thick; or plastic sheet, ASTM E 1745, Class C.

## 2.6 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 3, burlap cloth or cotton mats.
- B. Water: Potable.

## 2.7 CONCRETE MIXTURES

- A. Comply with ACI 301 (ACI 301M) requirements for concrete mixtures.
- B. Normal-Weight Concrete: Prepare design mixes, proportioned according to ACI 301 (ACI 301M), as follows:
  1. Minimum Compressive Strength: 3500 psi (24.1 MPa) at 28 days.
  2. Maximum Water-Cementitious Materials Ratio: 0.50.
  3. Slump Limit: 4 inches (100 mm), plus or minus 1 inch (25 mm).
  4. Air Content: Maintain within range permitted by ACI 301 (ACI 301M). Do not allow air content of trowel-finished floor slabs to exceed 3 percent.

## 2.8 CONCRETE MIXING

- A. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.

1. For mixer capacity of 1 cu. yd. (0.76 cu. m) or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
2. For mixer capacity larger than 1 cu. yd. (0.76 cu. m), increase mixing time by 15 seconds for each additional 1 cu. yd. (0.76 cu. m).
3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mix type, mix time, quantity, and amount of water added. Record approximate location of final deposit in structure.

## PART 3 - EXECUTION

### 3.1 FORMWORK

- A. Design, construct, erect, brace, and maintain formwork according to ACI 301 (ACI 301M).

### 3.2 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

### 3.3 VAPOR RETARDERS

- A. Install, protect, and repair vapor retarders according to ASTM E 1643; place sheets in position with longest dimension parallel with direction of pour.
  1. Lap joints 6 inches (150 mm) and seal with manufacturer's recommended adhesive or joint tape.

### 3.4 STEEL REINFORCEMENT

- A. Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
  1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

### 3.5 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Locate and install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.

### 3.6 CONCRETE PLACEMENT

- A. Comply with ACI 301 (ACI 301M) for placing concrete.
- B. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301 (ACI 301M).
- C. Do not add water to concrete during delivery, at Project site, or during placement.

### 3.7 FINISHING FORMED SURFACES

- A. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

### 3.8 FINISHING UNFORMED SURFACES

- A. General: Comply with ACI 302.1R for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Screed surfaces with a straightedge and strike off. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane before excess moisture or bleedwater appears on surface.
  - 1. Do not further disturb surfaces before starting finishing operations.
- C. Trowel Finish: Apply a hard trowel finish to surfaces indicated and to floor and slab surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin film-finish coating system.

### 3.9 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and with **ACI 301 (ACI 301M)** for hot-weather protection during curing.
- B. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- C. Curing Methods: Cure formed and unformed concrete for at least seven days by one or a combination of the following methods:
  - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
    - a. Water.
    - b. Continuous water-fog spray.
    - c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with **12-inch (300-mm)** lap over adjacent absorptive covers.

### 3.10 REPAIRS

- A. Remove and replace concrete that does not comply with requirements in this Section.

END OF SECTION 033053

## SECTION 042000 - UNIT MASONRY

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section Includes:
  - 1. Concrete masonry units.
  - 2. Mortar and grout.
  - 3. Steel reinforcing bars.
  - 4. Masonry joint reinforcement.
  - 5. Ties and anchors.
  - 6. Miscellaneous masonry accessories.

## 1.3 DEFINITIONS

- A. CMU(s): Concrete masonry unit(s).
- B. Reinforced Masonry: Masonry containing reinforcing steel in grouted cells.

## 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For the following:
  - 1. Masonry Units: Show sizes, profiles, coursing, and locations of special shapes.
  - 2. Reinforcing Steel: Detail bending and placement of unit masonry reinforcing bars. Comply with ACI 315, "Details and Detailing of Concrete Reinforcement."

## 1.5 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For each type and size of the following:
  - 1. Masonry units.
    - a. Include data on material properties material test reports substantiating compliance with requirements.
  - 2. Cementitious materials. Include brand, type, and name of manufacturer.
  - 3. Preblended, dry mortar mixes. Include description of type and proportions of ingredients.

4. Grout mixes. Include description of type and proportions of ingredients.
5. Reinforcing bars.
6. Joint reinforcement.
7. Anchors, ties, and metal accessories.

B. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.

1. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C 109/C 109M for compressive strength, ASTM C 1506 for water retention, and ASTM C 91 for air content.
2. Include test reports, according to ASTM C 1019, for grout mixes required to comply with compressive strength requirement.

#### 1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified according to ASTM C 1093 for testing indicated.
- B. Source Limitations for Masonry Units: Obtain exposed masonry units of a uniform texture and color, or a uniform blend within the ranges accepted for these characteristics, from single source from single manufacturer for each product required.
- C. Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color for exposed masonry, from single manufacturer for each cementitious component and from single source or producer for each aggregate.
- D. Masonry Standard: Comply with ACI 530.1/ASCE 6/TMS 602 unless modified by requirements in the Contract Documents.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store masonry units on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied. If units become wet, do not install until they are dry.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- C. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.
- D. Deliver preblended, dry mortar mix in moisture-resistant containers designed for use with dispensing silos. Store preblended, dry mortar mix in delivery containers on elevated platforms, under cover, and in a dry location or in covered weatherproof dispensing silos.
- E. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

#### 1.8 PROJECT CONDITIONS

- A. Protection of Masonry: During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress.

1. Extend cover a minimum of **24 inches (600 mm)** down both sides of walls and hold cover securely in place.
  2. Where one wythe of multiwythe masonry walls is completed in advance of other wythes, secure cover a minimum of **24 inches (600 mm)** down face next to unconstructed wythe and hold cover in place.
- B. Do not apply uniform floor or roof loads for at least 12 hours and concentrated loads for at least three days after building masonry walls or columns.
- C. Stain Prevention: Prevent grout, mortar, and soil from staining the face of masonry to be left exposed or painted. Immediately remove grout, mortar, and soil that come in contact with such masonry.
1. Protect base of walls from rain-splashed mud and from mortar splatter by spreading coverings on ground and over wall surface.
  2. Protect sills, ledges, and projections from mortar droppings.
  3. Protect surfaces of window and door frames, as well as similar products with painted and integral finishes, from mortar droppings.
  4. Turn scaffold boards near the wall on edge at the end of each day to prevent rain from splashing mortar and dirt onto completed masonry.
- D. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.
1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is **40 deg F (4 deg C)** and higher and will remain so until masonry has dried, but not less than seven days after completing cleaning.
- E. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

## PART 2 - PRODUCTS

### 2.1 MASONRY UNITS, GENERAL

- A. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated in the standard. Do not use units where such defects will be exposed in the completed Work.
- B. Fire-Resistance Ratings: Where indicated, provide units that comply with requirements for fire-resistance ratings indicated as determined by testing according to ASTM E 119, by equivalent masonry thickness, or by other means, as acceptable to authorities having jurisdiction.

### 2.2 CONCRETE MASONRY UNITS

- A. Shapes: Provide shapes indicated and as follows, with exposed surfaces matching exposed faces of adjacent units unless otherwise indicated.
1. Provide special shapes for lintels, corners, jambs, sashes, movement joints, headers, bonding, and other special conditions.
  2. Provide bullnose units for outside corners unless otherwise indicated.
- B. CMUs: ASTM C 90.



1. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of **2800 psi (19.3 MPa)**.
2. Density Classification: Lightweight.
3. Size (Width): Manufactured to dimensions 3/8 inch less than nominal dimensions.
4. Exposed Faces: Provide color and texture matching the range represented by Architect's sample.

### 2.3 MASONRY LINTELS

- A. Masonry Lintels: Prefabricated or built-in-place masonry lintels made from bond beam CMUs with reinforcing bars placed as indicated and filled with coarse grout. Cure precast lintels before handling and installing. Temporarily support built-in-place lintels until cured.

### 2.4 MORTAR AND GROUT MATERIALS

- A. Portland Cement: ASTM C 150, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Portland Cement-Lime Mix: Packaged blend of portland cement and hydrated lime containing no other ingredients.
- D. Masonry Cement: ASTM C 91.
  1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Capital Materials Corporation; Flamingo Color Masonry Cement.
    - b. Lafarge North America Inc.; Lafarge Masonry Cement.
    - c. Lehigh Cement Company; Lehigh Masonry Cement.
- E. Mortar Cement: ASTM C 1329.
  1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Lafarge North America Inc.; Lafarge Mortar Cement.
- F. Aggregate for Mortar: ASTM C 144.
  1. For mortar that is exposed to view, use washed aggregate consisting of natural sand or crushed stone.
  2. For joints less than **1/4 inch (6 mm)** thick, use aggregate graded with 100 percent passing the **No. 16 (1.18-mm)** sieve.
- G. Aggregate for Grout: ASTM C 404.
- H. Water: Potable.

## 2.5 REINFORCEMENT

- A. Uncoated Steel Reinforcing Bars: ASTM A 615/A 615M or ASTM A 996/A 996M, Grade 60 (Grade 420).
- B. Masonry Joint Reinforcement, General: ASTM A 951/A 951M.
  - 1. Interior Walls: Hot-dip galvanized, carbon steel.
  - 2. Wire Size for Side Rods: 0.148-inch (3.77-mm) diameter.
  - 3. Wire Size for Cross Rods: 0.148-inch (3.77-mm) diameter.
  - 4. Spacing of Cross Rods, Tabs, and Cross Ties: Not more than 16 inches (407 mm) o.c.
  - 5. Provide in lengths of not less than 10 feet (3 m), with prefabricated corner and tee units.
- C. Masonry Joint Reinforcement for Single-Wythe Masonry: Either ladder or truss type with single pair of side rods.

## 2.6 TIES AND ANCHORS

- A. Materials: Provide ties and anchors specified in this article that are made from materials that comply with the following unless otherwise indicated.
  - 1. Steel Sheet, Galvanized after Fabrication: ASTM A 1008/A 1008M, Commercial Steel, with ASTM A 153/A 153M, Class B coating.
- B. Corrugated Metal Ties: Metal strips not less than 7/8 inch (22 mm) wide with corrugations having a wavelength of 7.6 to 12.7 mm and an amplitude of 0.06 to 0.10 inch (1.5 to 2.5 mm) made from 0.030-inch-(0.76-mm-)thick, steel sheet, galvanized after fabrication.

## 2.7 MASONRY CLEANERS

- A. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Diedrich Technologies, Inc.
    - b. EaCo Chem, Inc.
    - c. ProSoCo, Inc.

## 2.8 MORTAR AND GROUT MIXES

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures, unless otherwise indicated.
  - 1. Do not use calcium chloride in mortar or grout.
  - 2. Use portland cement-lime, masonry cement, or mortar cement mortar unless otherwise indicated.
  - 3. For reinforced masonry, use portland cement-lime, masonry cement, or mortar cement mortar.
  - 4. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.

- B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.
- C. Mortar for Unit Masonry: Comply with ASTM C 270, Proportion Specification. Provide the following types of mortar for applications stated unless another type is indicated.
  - 1. For reinforced masonry, use Type S.
  - 2. For interior partitions, use Type N.
- D. Grout for Unit Masonry: Comply with ASTM C 476.
  - 1. Use grout of type indicated or, if not otherwise indicated, of type (fine or coarse) that will comply with Table 1.15.1 in ACI 530.1/ASCE 6/TMS 602 for dimensions of grout spaces and pour height.
  - 2. Proportion grout in accordance with ASTM C 476, Table 1 or paragraph 4.2.2 for specified 28-day compressive strength indicated, but not less than 2000 psi (14 MPa).
  - 3. Provide grout with a slump of 8 to 11 inches (203 to 279 mm) as measured according to ASTM C 143/C 143M.
- E. Epoxy Pointing Mortar: Mix epoxy pointing mortar to comply with mortar manufacturer's written instructions.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
  - 1. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of work.
  - 2. Verify that foundations are within tolerances specified.
  - 3. Verify that reinforcing dowels are properly placed.
- B. Before installation, examine rough-in and built-in construction for piping systems to verify actual locations of piping connections.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 INSTALLATION, GENERAL

- A. Thickness: Build cavity and composite walls and other masonry construction to full thickness shown. Build single-wythe walls to actual widths of masonry units, using units of widths indicated.
- B. Build chases and recesses to accommodate items specified in this and other Sections.
- C. Leave openings for equipment to be installed before completing masonry. After installing equipment, complete masonry to match the construction immediately adjacent to opening.
- D. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges.

Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.

- E. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures.
  - 1. Mix units from several pallets or cubes as they are placed.
- F. Matching Existing Masonry: Match coursing, bonding, color, and texture of existing masonry.

### 3.3 TOLERANCES

#### A. Dimensions and Locations of Elements:

- 1. For dimensions in cross section or elevation do not vary by more than plus **1/2 inch (12 mm)** or minus **1/4 inch (6 mm)**.
- 2. For location of elements in plan do not vary from that indicated by more than plus or minus **1/2 inch (12 mm)**.
- 3. For location of elements in elevation do not vary from that indicated by more than plus or minus **1/4 inch (6 mm)** in a story height or **1/2 inch (12 mm)** total.

#### B. Lines and Levels:

- 1. For bed joints and top surfaces of bearing walls do not vary from level by more than **1/4 inch in 10 feet (6 mm in 3 m)**, or **1/2 inch (12 mm)** maximum.
- 2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than **1/8 inch in 10 feet (3 mm in 3 m)**, **1/4 inch in 20 feet (6 mm in 6 m)**, or **1/2 inch (12 mm)** maximum.
- 3. For vertical lines and surfaces do not vary from plumb by more than **1/4 inch in 10 feet (6 mm in 3 m)**, **3/8 inch in 20 feet (9 mm in 6 m)**, or **1/2 inch (12 mm)** maximum.
- 4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than **1/8 inch in 10 feet (3 mm in 3 m)**, **1/4 inch in 20 feet (6 mm in 6 m)**, or **1/2 inch (12 mm)** maximum.
- 5. For lines and surfaces do not vary from straight by more than **1/4 inch in 10 feet (6 mm in 3 m)**, **3/8 inch in 20 feet (9 mm in 6 m)**, or **1/2 inch (12 mm)** maximum.
- 6. For vertical alignment of exposed head joints, do not vary from plumb by more than **1/4 inch in 10 feet (6 mm in 3 m)**, or **1/2 inch (12 mm)** maximum.
- 7. For faces of adjacent exposed masonry units, do not vary from flush alignment by more than **1/16 inch (1.5 mm)** except due to warpage of masonry units within tolerances specified for warpage of units.

#### C. Joints:

- 1. For bed joints, do not vary from thickness indicated by more than plus or minus **1/8 inch (3 mm)**, with a maximum thickness limited to **1/2 inch (12 mm)**.
- 2. For exposed bed joints, do not vary from bed-joint thickness of adjacent courses by more than **1/8 inch (3 mm)**.
- 3. For head and collar joints, do not vary from thickness indicated by more than plus **3/8 inch (9 mm)** or minus **1/4 inch (6 mm)**.
- 4. For exposed head joints, do not vary from thickness indicated by more than plus or minus **1/8 inch (3 mm)**. Do not vary from adjacent bed-joint and head-joint thicknesses by more than **1/8 inch (3 mm)**.
- 5. For exposed bed joints and head joints of stacked bond, do not vary from a straight line by more than **1/16 inch (1.5 mm)** from one masonry unit to the next.

### 3.4 LAYING MASONRY WALLS

- A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.
- B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in bond pattern to match adjacent existing masonry construction; do not use units with less than nominal **4-inch (100-mm)** horizontal face dimensions at corners or jambs.
- C. Lay concealed masonry with all units in a wythe in running bond or bonded by lapping not less than **4-inches (100-mm)**. Bond and interlock each course of each wythe at corners. Do not use units with less than nominal **4-inch (100-mm)** horizontal face dimensions at corners or jambs.
- D. Stopping and Resuming Work: Stop work by racking back units in each course from those in course below; do not tooth. When resuming work, clean masonry surfaces that are to receive mortar, remove loose masonry units and mortar, and wet brick if required before laying fresh masonry.
- E. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.
- F. Fill space between steel frames and masonry solidly with mortar unless otherwise indicated.
- G. Where built-in items are to be embedded in cores of hollow masonry units, place a layer of metal lath, wire mesh, or plastic mesh in the joint below and rod mortar or grout into core.
- H. Fill cores in hollow CMUs with grout **24 inches (600 mm)** under bearing plates, beams, lintels, posts, and similar items unless otherwise indicated.
- I. Build non-load-bearing interior partitions full height of story to underside of solid floor or roof structure above unless otherwise indicated.
  - 1. Install compressible filler in joint between top of partition and underside of structure above.
  - 2. Wedge non-load-bearing partitions against structure above with small pieces of tile, slate, or metal. Fill joint with mortar after dead-load deflection of structure above approaches final position.
  - 3. At fire-rated partitions, treat joint between top of partition and underside of structure above to comply with Section 078446 "Fire-Resistive Joint Systems."

### 3.5 MORTAR BEDDING AND JOINTING

- A. Lay hollow CMUs as follows:
  - 1. With face shells fully bedded in mortar and with head joints of depth equal to bed joints.
  - 2. With webs fully bedded in mortar in all courses of piers, columns, and pilasters.
  - 3. With webs fully bedded in mortar in grouted masonry, including starting course on footings.
  - 4. With entire units, including areas under cells, fully bedded in mortar at starting course on footings where cells are not grouted.
- B. Lay solid masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.
- C. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.

- D. Cut joints flush for masonry walls to receive plaster or other direct-applied finishes (other than paint) unless otherwise indicated.

### 3.6 MASONRY JOINT REINFORCEMENT

- A. General: Install entire length of longitudinal side rods in mortar with a minimum cover of **5/8 inch (16 mm)** on exterior side of walls, **1/2 inch (13 mm)** elsewhere. Lap reinforcement a minimum of **6 inches (150 mm)**.
  - 1. Space reinforcement not more than **16 inches (406 mm)** o.c.
  - 2. Space reinforcement not more than **8 inches (203 mm)** o.c. in foundation walls and parapet walls.
  - 3. Provide reinforcement not more than **8 inches (203 mm)** above and below wall openings and extending **12 inches (305 mm)** beyond openings.
- B. Interrupt joint reinforcement at control and expansion joints unless otherwise indicated.
- C. Provide continuity at wall intersections by using prefabricated T-shaped units.
- D. Provide continuity at corners by using prefabricated L-shaped units.
- E. Cut and bend reinforcing units as directed by manufacturer for continuity at corners, returns, offsets, column fireproofing, pipe enclosures, and other special conditions.

### 3.7 CONTROL AND EXPANSION JOINTS

- A. General: Install control and expansion joint materials in unit masonry as masonry progresses. Do not allow materials to span control and expansion joints without provision to allow for in-plane wall or partition movement.
- B. Form control joints in concrete masonry as follows:
  - 1. Install temporary foam-plastic filler in head joints and remove filler when unit masonry is complete for application of sealant.

### 3.8 LINTELS

- A. Provide masonry lintels where shown and where openings of more than **12 inches (305 mm)** for brick-size units and **24 inches (610 mm)** for block-size units are shown without structural steel or other supporting lintels.
- B. Provide minimum bearing of **8 inches (200 mm)** at each jamb unless otherwise indicated.

### 3.9 REINFORCED UNIT MASONRY INSTALLATION

- A. Temporary Formwork and Shores: Construct formwork and shores as needed to support reinforced masonry elements during construction.
  - 1. Construct formwork to provide shape, line, and dimensions of completed masonry as indicated. Make forms sufficiently tight to prevent leakage of mortar and grout. Brace, tie, and support forms to maintain position and shape during construction and curing of reinforced masonry.
  - 2. Do not remove forms and shores until reinforced masonry members have hardened sufficiently to carry their own weight and other loads that may be placed on them during construction.

- B. Placing Reinforcement: Comply with requirements in ACI 530.1/ASCE 6/TMS 602.
- C. Grouting: Do not place grout until entire height of masonry to be grouted has attained enough strength to resist grout pressure.
  - 1. Comply with requirements in ACI 530.1/ASCE 6/TMS 602 for cleanouts and for grout placement, including minimum grout space and maximum pour height.
  - 2. Limit height of vertical grout pours to not more than **60 inches (1520 mm)**.

### 3.10 REPAIRING, POINTING, AND CLEANING

- A. Remove and replace masonry units that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Install new units to match adjoining units; install in fresh mortar, pointed to eliminate evidence of replacement.
- B. Pointing: During the tooling of joints, enlarge voids and holes, except weep holes, and completely fill with mortar. Point up joints, including corners, openings, and adjacent construction, to provide a neat, uniform appearance. Prepare joints for sealant application, where indicated.
- C. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.
- D. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:
  - 1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
  - 2. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before proceeding with cleaning of masonry.
  - 3. Protect adjacent stone and nonmasonry surfaces from contact with cleaner by covering them with liquid strippable masking agent or polyethylene film and waterproof masking tape.
  - 4. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing surfaces thoroughly with clear water.
  - 5. Clean masonry with a proprietary acidic cleaner applied according to manufacturer's written instructions.
  - 6. Clean concrete masonry by cleaning method indicated in NCMA TEK 8-2A applicable to type of stain on exposed surfaces.

### 3.11 MASONRY WASTE DISPOSAL

- A. Salvageable Materials: Unless otherwise indicated, excess masonry materials are Contractor's property. At completion of unit masonry work, remove from Project site.
- B. Waste Disposal as Fill Material: Dispose of clean masonry waste, including excess or soil-contaminated sand, waste mortar, and broken masonry units, by crushing and mixing with fill material as fill is placed.
  - 1. Crush masonry waste to less than **4 inches (100 mm)** in each dimension.
  - 2. Mix masonry waste with at least two parts of specified fill material for each part of masonry waste. Fill material is specified in Section 312000 "Earth Moving."
  - 3. Do not dispose of masonry waste as fill within **18 inches (450 mm)** of finished grade.
- C. Excess Masonry Waste: Remove excess clean masonry waste that cannot be used as fill, as described above, and other masonry waste, and legally dispose of off Owner's property.

END OF SECTION 042000



## SECTION 061000 - ROUGH CARPENTRY

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section Includes:
  - 1. Wood blocking and nailers.
- B. Related Requirements:
  - 1. Section 061600 "Sheathing."

## 1.3 DEFINITIONS

- A. Dimension Lumber: Lumber of **2 inches nominal (38 mm actual)** or greater but less than **5 inches nominal (114 mm actual)** in least dimension.
- B. Lumber grading agencies, and the abbreviations used to reference them, include the following:
  - 1. NeLMA: Northeastern Lumber Manufacturers' Association.
  - 2. NLGA: National Lumber Grades Authority.
  - 3. SPIB: The Southern Pine Inspection Bureau.
  - 4. WCLIB: West Coast Lumber Inspection Bureau.
  - 5. WWPA: Western Wood Products Association.

## 1.4 QUALITY ASSURANCE

- A. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

## 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

## PART 2 - PRODUCTS

## 2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
1. Factory mark each piece of lumber with grade stamp of grading agency.
  2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
  3. Provide dressed lumber, S4S, unless otherwise indicated.
- B. Maximum Moisture Content of Lumber: 19 percent unless otherwise indicated.

## 2.2 FIRE-RETARDANT-TREATED MATERIALS

- A. General: Where fire-retardant-treated materials are indicated, use materials complying with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.
- B. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than **10.5 feet (3.2 m)** beyond the centerline of the burners at any time during the test.
1. Use treatment that does not promote corrosion of metal fasteners.
  2. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D 3201 at 92 percent relative humidity. Use where exterior type is not indicated.
  3. Design Value Adjustment Factors: Treated lumber shall be tested according ASTM D 5664 and design value adjustment factors shall be calculated according to ASTM D 6841.
- C. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent.
- D. Identify fire-retardant-treated wood with appropriate classification marking of qualified testing agency.
1. For exposed lumber indicated to receive a stained or natural finish, mark end or back of each piece.
- E. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not bleed through, contain colorants, or otherwise adversely affect finishes.
- F. Application: Treat all rough carpentry unless otherwise indicated. Insert other items that require treatment but are not likely to be indicated on Drawings.

## 2.3 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
1. Blocking.

2. Nailers.
- B. For concealed boards, provide lumber with 19 percent maximum moisture content and any of the following species and grades:
    1. Mixed southern pine; No. 2 grade; SPIB.
    2. Hem-fir or hem-fir (north); Construction or No. 2 Common grade; NLGA, WCLIB, or WWPA.
    3. Spruce-pine-fir (south) or spruce-pine-fir; Construction or No. 2 Common grade; NeLMA, NLGA, WCLIB, or WWPA.
    4. Eastern softwoods; No. 2 Common grade; NeLMA.
    5. Northern species; No. 2 Common grade; NLGA.
    6. Western woods; Construction or No. 2 Common grade; WCLIB or WWPA.
  - C. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.
  - D. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

## 2.4 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
  1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Wood Screws: ASME B18.6.1.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
  1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than **16 inches (406 mm)** o.c.
- B. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- C. Comply with AWWA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
  1. Use inorganic boron for items that are continuously protected from liquid water.
  2. Use copper naphthenate for items not continuously protected from liquid water.

- D. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
  - 1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
  - 2. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.
- E. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

### 3.2 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
- B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes sufficiently wet that moisture content exceeds that specified, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061000

## SECTION 064116 - PLASTIC-LAMINATE-FACED ARCHITECTURAL CABINETS

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section Includes:

- 1. Plastic-laminate-faced architectural cabinets.
- 2. Wood furring, blocking, shims, and hanging strips for installing plastic-laminate-faced architectural cabinets unless concealed within other construction before cabinet installation.

- B. Related Requirements:

- 1. Section 061000 "Rough Carpentry" for wood furring, blocking, shims, and hanging strips required for installing cabinets and concealed within other construction before cabinet installation.

## 1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

## 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product, including, panel products, high-pressure decorative laminate, adhesive for bonding plastic laminate, fire-retardant-treated materials, and cabinet hardware and accessories.

- 1. Include data for fire-retardant treatment from chemical-treatment manufacturer and certification by treating plant that treated materials comply with requirements.

- B. Shop Drawings: Show location of each item, dimensioned plans and elevations, large-scale details, attachment devices, and other components.

- 1. Show details full size.
- 2. Show locations and sizes of furring, blocking, and hanging strips, including concealed blocking and reinforcement specified in other Sections.
- 3. Show locations and sizes of cutouts and holes for electrical switches and outlets and other items installed in architectural plastic-laminate cabinets.
- 4. Apply WI Certified Compliance Program label to Shop Drawings.

- C. Samples for Initial Selection:

- 1. Plastic laminates.
- 2. PVC edge material.
- 3. Thermoset decorative panels.

### 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and fabricator.
- B. Product Certificates: The following:
  - 1. Composite wood and agrifiber products.
  - 2. Thermoset decorative panels.
  - 3. High-pressure decorative laminate.

### 1.6 QUALITY ASSURANCE

- A. Fabricator Qualifications: Shop that employs skilled workers who custom fabricate products similar to those required for this Project and whose products have a record of successful in-service performance. Shop is a certified participant in AWI's Quality Certification Program.
- B. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant-treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.
- C. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
  - 1. Build mockups of typical plastic-laminate cabinets as shown on Drawings.
  - 2. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Do not deliver cabinets until painting and similar operations that could damage woodwork have been completed in installation areas. If cabinets must be stored in other than installation areas, store only in areas where environmental conditions comply with requirements specified in "Field Conditions" Article.

### 1.8 FIELD CONDITIONS

- A. Environmental Limitations: Do not deliver or install cabinets until building is enclosed, wet work is complete, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.
- B. Environmental Limitations: Do not deliver or install cabinets until building is enclosed, wet work is complete, and HVAC system is operating and maintaining temperature between 60 and 90 deg F (16 and 32 deg C) and relative humidity between 43 and 70 percent during the remainder of the construction period.
- C. Field Measurements: Where cabinets are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
  - 1. Locate concealed framing, blocking, and reinforcements that support cabinets by field measurements before being enclosed, and indicate measurements on Shop Drawings.

- D. Established Dimensions: Where cabinets are indicated to fit to other construction, establish dimensions for areas where cabinets are to fit. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.

## 1.9 COORDINATION

- A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that cabinets can be supported and installed as indicated.
- B. Hardware Coordination: Distribute copies of approved hardware schedule specified in Section 087111 "Door Hardware (Descriptive Specification)" to fabricator of architectural woodwork; coordinate Shop Drawings and fabrication with hardware requirements.

## PART 2 - PRODUCTS

### 2.1 PLASTIC-LAMINATE-FACED ARCHITECTURAL CABINETS

- A. Quality Standard: Unless otherwise indicated, comply with the "Architectural Woodwork Standards" for grades of architectural plastic-laminate cabinets indicated for construction, finishes, installation, and other requirements.
  - 1. Provide labels and certificates from AWI certification program indicating that woodwork complies with requirements of grades specified.
- B. Grade: Custom.
- C. Type of Construction: Face frame.
- D. Cabinet, Door, and Drawer Front Interface Style: Flush overlay.
- E. High-Pressure Decorative Laminate: NEMA LD 3, grades as indicated or if not indicated, as required by woodwork quality standard.
  - 1. **Manufacturers:** Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. See Finish Schedule.
- F. Laminate Cladding for Exposed Surfaces:
  - 1. Horizontal Surfaces: Grade HGS.
  - 2. Vertical Surfaces: Grade VGS.
  - 3. Edges: PVC edge banding, **0.12 inch (3 mm)** thick, matching laminate in color, pattern, and finish.
  - 4. Pattern Direction: Horizontally for drawer fronts, doors, and fixed panels.
- G. Materials for Semiexposed Surfaces:
  - 1. Surfaces Other Than Drawer Bodies: High-pressure decorative laminate, NEMA LD 3, Grade VGS.
    - a. Edges of Plastic-Laminate Shelves: PVC edge banding, **0.12 inch (3 mm)** thick, matching laminate in color, pattern, and finish.
    - b. For semiexposed backs of panels with exposed plastic-laminate surfaces, provide surface of high-pressure decorative laminate, NEMA LD 3, Grade VGS.

2. Drawer Sides and Backs: Thermoset decorative panels with PVC or polyester edge banding.
  3. Drawer Bottoms: Thermoset decorative panels.
- H. Drawer Construction: Fabricate with exposed fronts fastened to subfront with mounting screws from interior of body.
1. Join subfronts, backs, and sides with glued dovetail joints.
- I. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:
1. As selected by Architect from laminate manufacturer's full range in the following categories:
    - a. Solid colors, matte finish.
    - b. Solid colors with core same color as surface, matte finish.
    - c. Wood grains, matte finish.
    - d. Patterns, matte finish.

## 2.2 WOOD MATERIALS

- A. Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of woodwork and quality grade specified unless otherwise indicated.
1. Wood Moisture Content: 8 to 13 percent.
- B. Composite Wood and Agrifiber Products: Provide materials that comply with requirements of referenced quality standard for each type of woodwork and quality grade specified unless otherwise indicated.
1. Medium-Density Fiberboard: ANSI A208.2, Grade 130.
  2. Thermoset Decorative Panels: Particleboard or medium-density fiberboard finished with thermally fused, melamine-impregnated decorative paper and complying with requirements of NEMA LD 3, Grade VGL, for test methods 3.3, 3.4, 3.6, 3.8, and 3.10.

## 2.3 FIRE-RETARDANT-TREATED MATERIALS

- A. Fire-Retardant-Treated Materials, General: Where fire-retardant-treated materials are indicated, use materials complying with requirements in this article that are acceptable to authorities having jurisdiction and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.
1. Use treated materials that comply with requirements of referenced woodworking standard. Do not use materials that are warped, discolored, or otherwise defective.
  2. Use fire-retardant-treatment formulations that do not bleed through or otherwise adversely affect finishes. Do not use colorants to distinguish treated materials from untreated materials.
  3. Identify fire-retardant-treated materials with appropriate classification marking of qualified testing agency in the form of removable paper label or imprint on surfaces that will be concealed from view after installation.

## 2.4 CABINET HARDWARE AND ACCESSORIES

- A. General: Provide cabinet hardware and accessory materials associated with architectural cabinets except for items specified in Section 087111 "Door Hardware (Descriptive Specification)."



- B. Wire Pulls: Back mounted, solid metal, 4 inches (100 mm) long, 5/16 inch (8 mm) in diameter.
- C. Adjustable Shelf Standards and Supports: BHMA A156.9, B04102; with shelf brackets, B04112.
- D. Drawer Slides: BHMA A156.9.
  - 1. Grade 1: Side mounted and extending under bottom edge of drawer; full-extension type; zinc-plated steel with polymer rollers.
  - 2. For drawers not more than 3 inches (75 mm) high and not more than 24 inches (600 mm) wide, provide Grade 1.
  - 3. For drawers more than 3 inches (75 mm) high but not more than 6 inches (150 mm) high and not more than 24 inches (600 mm) wide, provide Grade 1.
  - 4. For drawers more than 6 inches (150 mm) high or more than 24 inches (600 mm) wide, provide Grade 1HD-100.
- E. Door Locks: BHMA A156.11, E07121.
- F. Drawer Locks: BHMA A156.11, E07041.
- G. Door and Drawer Silencers: BHMA A156.16, L03011.
- H. Exposed Hardware Finishes: For exposed hardware, provide finish that complies with BHMA A156.18 for BHMA finish number indicated.
  - 1. Satin Stainless Steel: BHMA 630.
- I. For concealed hardware, provide manufacturer's standard finish that complies with product class requirements in BHMA A156.9.

## 2.5 MISCELLANEOUS MATERIALS

- A. Furring, Blocking, Shims, and Hanging Strips: Fire-retardant-treated softwood lumber, kiln dried to less than 15 percent moisture content.
- B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide metal expansion sleeves or expansion bolts for post-installed anchors. Use nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.
- C. Adhesive for Bonding Plastic Laminate: Contact cement.
  - 1. Adhesive for Bonding Edges: Hot-melt adhesive or adhesive specified above for faces.

## 2.6 FABRICATION

- A. Fabricate cabinets to dimensions, profiles, and details indicated.
- B. Complete fabrication, including assembly and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.
  - 1. Notify Architect seven days in advance of the dates and times woodwork fabrication will be complete.
  - 2. Trial fit assemblies at fabrication shop that cannot be shipped completely assembled. Install dowels, screws, bolted connectors, and other fastening devices that can be removed after trial

fitting. Verify that various parts fit as intended and check measurements of assemblies against field measurements before disassembling for shipment.

- C. Shop-cut openings to maximum extent possible to receive hardware, appliances, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.

### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Before installation, condition cabinets to average prevailing humidity conditions in installation areas.
- B. Before installing cabinets, examine shop-fabricated work for completion and complete work as required.

#### 3.2 INSTALLATION

- A. Grade: Install cabinets to comply with same grade as item to be installed.
- B. Assemble cabinets and complete fabrication at Project site to the extent that it was not completed in the shop.
- C. Install cabinets level, plumb, true, and straight. Shim as required with concealed shims. Install level and plumb to a tolerance of **1/8 inch in 96 inches (3 mm in 2400 mm)**.
- D. Scribe and cut cabinets to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
- E. Anchor cabinets to anchors or blocking built in or directly attached to substrates. Secure with countersunk, concealed fasteners and blind nailing. Use fine finishing nails or finishing screws for exposed fastening, countersunk and filled flush with woodwork.
  - 1. Use filler matching finish of items being installed.
- F. Cabinets: Install without distortion so doors and drawers fit openings properly and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete installation of hardware and accessory items as indicated.
  - 1. Install cabinets with no more than **1/8 inch in 96-inch (3 mm in 2400-mm)** sag, bow, or other variation from a straight line.
  - 2. Fasten wall cabinets through back, near top and bottom, and at ends not more than **16 inches (400 mm)** o.c. with No. 10 wafer-head screws sized for not less than **1-1/2-inch (38-mm)** penetration into wood framing, blocking, or hanging strips.

#### 3.3 ADJUSTING AND CLEANING

- A. Repair damaged and defective cabinets, where possible, to eliminate functional and visual defects; where not possible to repair, replace woodwork. Adjust joinery for uniform appearance.
- B. Clean, lubricate, and adjust hardware.
- C. Clean cabinets on exposed and semiexposed surfaces.

END OF SECTION 064116

## SECTION 072100 - THERMAL INSULATION

## PART 1 GENERAL

## 1.1 SECTION INCLUDES

- A. Building Insulation for Thermal and Acoustical Applications.

## 1.2 RELATED SECTIONS

- A. Section 092900 - Gypsum Board: Insulation installed in conjunction with interior wall and ceiling finish systems.

## 1.3 REFERENCES

- A. ASTM C 423 – Standard Test Method for Sound Absorption and Sound Absorption Coefficients by Reverberation Room Method
- B. ASTM C 553 - Standard Specification for Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications.
- C. ASTM C 1338 – Standard Test Method for Determining Fungi Resistance of Insulation Materials and Facings.
- D. ASTM E 90 – Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.
- E. Federal Specification HH-I-521F: Insulation Blankets, Thermal (Mineral Fiber, For Ambient Temperatures).
- F. Federal Specification HH-I-558B: Insulation, Blocks, Blankets, Felts, Sleeving (Pipe and Tube Covering), and Pipe fitting Covering, Thermal (Mineral Fiber, Industrial Type)

## 1.4 SUBMITTALS

- A. Submit under provisions of Section 013300.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
  - 1. Preparation instructions and recommendations.
  - 2. Storage and handling requirements and recommendations.
  - 3. Installation methods.
- C. Performance Data:
  - 1. Submit appropriate research reports or evaluation data for products listed in this section.
  - 2. Prior to project closeout, Contractor shall certify in accordance with section 017700 that all products installed pursuant to this section do not contain Asbestos or Polychlorinated Biphenyls (PCB).
- D. Shop Drawings: Submit manufacturers shop drawings describing the type and location of each product specified.
- E. Verification Samples: For each finish product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.

### 1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Single manufacturer with a minimum of ten years experience manufacturing or marketing products in this section shall provide all products listed.
- B. Installer Qualifications:
  - 1. Products listed in this section shall be installed by a single organization with at least two (2) years experience successfully installing insulation on projects of similar type and scope as specified in this section.
- C. Manufacturer's identification tags or marks are not acceptable on surfaces where products are considered to be finish material.
  - 1. Evidence of patching after removal of tags or marks is not acceptable.
- D. Field Inspection: Follow criteria outlined in ASTM E 2393 Standard Practice for On-Site Inspection of Installed Fire Resistive Joint Systems and Perimeter Fire Barriers.

### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver materials to the job site in original packages, containers, or bundles bearing the brand name and manufacturer's identification.
- B. Storage: Store materials in dry locations with adequate ventilation, free from water, and in such a manner to permit easy access for inspection and handling.
- C. Handling: Handle materials to avoid damage. When installing or otherwise handling these insulation products, wear a NIOSH approved dust mask or respirator, gloves and long sleeved, loose fitting clothing closed at the neck and wrists. Wear safety glasses when installing.

### 1.7 PROJECT CONDITIONS

- A. Protect adjacent work of other trades from damage. Clean substrates of substances harmful to insulation or vapor retarders, including removal of projections which might puncture vapor retarders. In cold weather, during installation of smoke sealant material, temperatures within the building shall be maintained above 55°F. Provide adequate ventilation to carry-off excess moisture.

### 1.8 WARRANTY

- A. At project closeout, provide to the owner or owners representative an executed copy of the manufacturer's warranty document outlining the terms, conditions, and exclusions of their Standard Limited Warranty against Manufacturing Defect.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Thermafiber, Inc., which is located at: 3711 Mill St. ; Wabash, IN 46992; Toll Free Tel: 888-834-2371; Tel: 260-563-2111; Fax: 260-563-8979; Email: [request info](mailto:request info); Web: [www.thermafiber.com](http://www.thermafiber.com)

### 2.2 THERMAL AND ACOUSTICAL INSULATION

- A. Interior Partition Walls and Ceilings:
  - 1. Thickness: As noted on contract drawings.
  - 2. Type: Thermafiber Sound Attenuation Fire Blanket (SAFB).
    - a. Facing: Unfaced only.
    - b. Density: 2.5 pcf (nominal) for thicknesses greater than 1”.

- c. Surface Burning Characteristics: Unfaced- Flame Spread 0 and Smoke Developed 0.
- d. Minimum Recycle Content: 70% (Pre-Consumer).

### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

#### 3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

#### 3.3 SAFING INSULATION

- A. Install safing insulation in accordance with manufacturer's instructions.
- B. Install safing insulation of proper size in safe off area between curtain wall insulation and floor slab as prescribed by the listed and tested assembly.
- C. Safing insulation direction and compression as well as the absence of safing Z-clips are prescribed by the listed and tested assembly.
- D. Install Safing insulation of proper density and size into construction joints (head-of-wall, floor-to-floor, floor-to-wall, etc.) as prescribed by the listed and tested assembly.
- E. Install Safing insulation of proper density and size into poke-throughs and penetrations as prescribed by the listed and tested assembly.

#### 3.4 PROTECTION

- A. Protect installed products until completion and project closeout.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

#### 3.5 CLEAN-UP

- A. Prior to project closeout, remove all related rubbish, excess material, scaffolding, tools and equipment from the site. Dispose of waste material in a manner approved by applicable jurisdictions.

END OF SECTION

## SECTION 079200 - JOINT SEALANTS

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section Includes:
  - 1. Silicone joint sealants.
- B. Related Sections:
  - 1. Division 09 Section "Gypsum Board" for sealing perimeter joints.

## 1.3 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.
- D. Warranties: Sample of special warranties.

## 1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.

## 1.5 WARRANTY

- A. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
  - 1. Movement of the structure caused by structural settlement or errors attributable to design or construction resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
  - 2. Disintegration of joint substrates from natural causes exceeding design specifications.

3. Mechanical damage caused by individuals, tools, or other outside agents.
4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

## PART 2 - PRODUCTS

### 2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
  1. Suitability for Immersion in Liquids. Where sealants are indicated for Use I for joints that will be continuously immersed in liquids, provide products that have undergone testing according to ASTM C 1247. Liquid used for testing sealants is deionized water, unless otherwise indicated.
- C. Stain-Test-Response Characteristics: Where sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.
- D. Suitability for Contact with Food: Where sealants are indicated for joints that will come in repeated contact with food, provide products that comply with 21 CFR 177.2600.
- E. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

### 2.2 SILICONE JOINT SEALANTS

- A. Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 100/50, for Use NT.
  1. Products: Subject to compliance with requirements,:
    - a. Dow Corning Corporation;
    - b. GE Advanced Materials - Silicones; SilPruf LM SCS2700.
    - c. May National Associates, Inc.; Bondaflex Sil 290.
    - d. Pecora Corporation; 301 NS.
    - e. Sika Corporation, Construction Products Division; SikaSil-C990.
    - f. Tremco Incorporated; Spectrem 1.

### 2.3 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

## PART 3 - EXECUTION



### 3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
  - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
  - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
    - a. Concrete.
    - b. Masonry.
    - c. Unglazed surfaces of ceramic tile.
    - d. Exterior insulation and finish systems.
  - 3. Remove laitance and form-release agents from concrete.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

### 3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
  - 1. Place sealants so they directly contact and fully wet joint substrates.
  - 2. Completely fill recesses in each joint configuration.
  - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

- E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
1. Remove excess sealant from surfaces adjacent to joints.
  2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
  3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
  4. Provide flush joint profile where indicated per Figure 8B in ASTM C 1193.
  5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 8C in ASTM C 1193.

### 3.4 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

### 3.5 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

### 3.6 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces.
1. Joint Locations:
    - a. Perimeter joints of exterior openings where indicated.
    - b. Perimeter joints between interior wall surfaces and frames of interior doors and windows.
  2. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

END OF SECTION 079200

## SECTION 079219 - ACOUSTICAL JOINT SEALANTS

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section includes acoustical joint sealants.
- B. Related Requirements:
  - 1. Section 079200 "Joint Sealants" for elastomeric, latex, and butyl-rubber-based joint sealants for nonacoustical applications.

## 1.3 ACTION SUBMITTALS

- A. Product Data: For each acoustical joint sealant.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

## 1.4 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: For each kind of acoustical joint sealant, for tests performed by manufacturer and witnessed by a qualified testing agency.
- B. Sample Warranties: For special warranties.

## 1.5 WARRANTY

- A. Special Installer's Warranty: Installer agrees to repair or replace acoustical joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer agrees to furnish acoustical joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: five years from date of Substantial Completion.

## PART 2 - PRODUCTS

## 2.1 PERFORMANCE REQUIREMENTS

- A. Provide acoustical joint-sealant products that effectively reduce airborne sound transmission through perimeter joints and openings in building construction, as demonstrated by testing representative assemblies according to ASTM E 90.
- B. VOC Content of Interior Sealants: Sealants and sealant primers shall comply with the following:
  - 1. Acoustical sealants and sealant primers shall have a VOC content of 250 g/L or less.

## 2.2 ACOUSTICAL JOINT SEALANTS

- A. Acoustical Sealant for Exposed and Concealed Joints: Manufacturer's standard nonsag, paintable, nonstaining latex acoustical sealant complying with ASTM C 834.
  - 1. **Products:** Subject to compliance with requirements, provide one of the following:
    - a. Green Glue; Green Glue Noiseproofing Sealant
    - b. Pecora Corporation; AC-20 FTR Acoustical and Insulation Sealant
    - c. United States Gypsum Co.; SHEETROCK Acoustical Sealant
  - 2. Colors of Exposed Acoustical Joint Sealants: As selected by Architect from manufacturer's full range of colors.

## 2.3 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by acoustical-joint-sealant manufacturer where required for adhesion of sealant to joint substrates.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

## PART 3 - EXECUTION

## 3.1 EXAMINATION

- A. Examine joints indicated to receive acoustical joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

## 3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing acoustical joint sealants to comply with joint-sealant manufacturer's written instructions.

- B. Joint Priming: Prime joint substrates where recommended by acoustical-joint-sealant manufacturer. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

### 3.3 INSTALLATION OF ACOUSTICAL JOINT SEALANTS

- A. Comply with acoustical joint-sealant manufacturer's written installation instructions unless more stringent requirements apply.
- B. STC-Rated Assemblies: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical joint sealant. Install acoustical joint sealants at both faces of partitions, at perimeters, and through penetrations. Comply with ASTM C 919, ASTM C 1193, and manufacturer's written recommendations for closing off sound-flanking paths around or through assemblies, including sealing partitions to underside of floor slabs above acoustical ceilings.
- C. Acoustical Ceiling Areas: Apply acoustical joint sealant at perimeter edge moldings of acoustical ceiling areas in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.

### 3.4 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of acoustical joint sealants and of products in which joints occur.

### 3.5 PROTECTION

- A. Protect acoustical joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated acoustical joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 079219

## SECTION 081113 - HOLLOW METAL DOORS AND FRAMES

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section includes hollow-metal work.

## 1.3 DEFINITIONS

- A. Minimum Thickness: Minimum thickness of base metal without coatings according to NAAMM-HMMA 803 or SDI A250.8.

## 1.4 COORDINATION

- A. Coordinate anchorage installation for hollow-metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.

## 1.5 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

## 1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Include the following:
  - 1. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
  - 2. Locations of reinforcement and preparations for hardware.
  - 3. Details of each different wall opening condition.
  - 4. Details of anchorages, joints, field splices, and connections.
  - 5. Details of accessories.
  - 6. Details of conduit and preparations for power, signal, and control systems.
- C. Schedule: Provide a schedule of hollow-metal work prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with final Door Hardware Schedule.

## 1.7 INFORMATIONAL SUBMITTALS

- A. Oversize Construction Certification: For assemblies required to be fire rated and exceeding limitations of labeled assemblies.

#### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver hollow-metal work palletized, packaged, or crated to provide protection during transit and Project-site storage. Do not use nonvented plastic.
  - 1. Provide additional protection to prevent damage to factory-finished units.
- B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.
- C. Store hollow-metal work vertically under cover at Project site with head up. Place on minimum 4-inch- (102-mm-) high wood blocking. Provide minimum 1/4-inch (6-mm) space between each stacked door to permit air circulation.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Amweld International, LLC.
  - 2. Commercial Door & Hardware Inc.
  - 3. Steelcraft; an Ingersoll-Rand company.
- B. Source Limitations: Obtain hollow-metal work from single source from single manufacturer.

#### 2.2 INTERIOR DOORS AND FRAMES

- A. Construct interior doors and frames to comply with the standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.
- B. Hollow-Metal Doors and Frames: NAAMM-HMMA 860. At locations indicated in the Door and Frame Schedule.
  - 1. Physical Performance: Level A according to SDI A250.4.
  - 2. Frames:
    - a. Materials: Uncoated steel sheet, minimum thickness of 0.053 inch (1.3 mm).
    - b. Construction: Fully welded.
  - 3. Exposed Finish: Prime.

#### 2.3 FRAME ANCHORS

- A. Floor Anchors: Formed from same material as frames, not less than 16 gauge thick, and as follows:

1. Monolithic Concrete Slabs: Clip-type anchors, with two holes to receive fasteners.

B. Jamb Anchors:

1. Masonry Type: Adjustable strap-and-stirrup or T-shaped anchors to suit frame size, not less than 0.042 inch thick, with corrugated or perforated straps not less than 2 inches wide by 10 inches long; or wire anchors not less than 0.177 inch thick.
2. Stud-Wall Type: Designed to engage stud, welded to back of frames; not less than 0.042 inch (1.0 mm) thick.

## 2.4 MATERIALS

- A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.
- B. Hot-Rolled Steel Sheet: ASTM A 1011/A 1011M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.
- C. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B.
- D. Frame Anchors: ASTM A 879/A 879M, Commercial Steel (CS), 04Z (12G) coating designation; mill phosphatized.
  1. For anchors built into exterior walls, steel sheet complying with ASTM A 1008/A 1008M or ASTM A 1011/A 1011M, hot-dip galvanized according to ASTM A 153/A 153M, Class B.
- E. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A 153/A 153M.
- F. Glazing: Comply with requirements in Section 088000 "Glazing."

## 2.5 FABRICATION

- A. Fabricate hollow-metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for metal thickness. Where practical, fit and assemble units in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.
- B. Hollow-Metal Frames: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.
  1. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
  2. Jamb Anchors: Provide number and spacing of anchors as follows:
    - a. Masonry Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches o.c. and as follows:
      - 1) Two anchors per jamb up to 60 inches high.
      - 2) Three anchors per jamb from 60 to 90 inches high.
      - 3) Four anchors per jamb from 90 to 120 inches high.
    - b. Stud-Wall Type: Locate anchors not more than 18 inches (457 mm) from top and bottom of frame. Space anchors not more than 32 inches (813 mm) o.c. and as follows:



- 1) Three anchors per jamb up to 60 inches (1524 mm) high.
  - 2) Four anchors per jamb from 60 to 90 inches (1524 to 2286 mm) high.
  - 3) Five anchors per jamb from 90 to 96 inches (2286 to 2438 mm) high.
  - 4) Five anchors per jamb plus one additional anchor per jamb for each 24 inches (610 mm) or fraction thereof above 96 inches (2438 mm) high.
- c. Postinstalled Expansion Type: Locate anchors not more than 6" from top and bottom of frame. Space anchors not more than 26 inches o.c.
3. Head Anchors: Two anchors per head for frames more than 42 inches (1067 mm) wide and mounted in metal-stud partitions.
- C. Fabricate concealed stiffeners and edge channels from either cold- or hot-rolled steel sheet.
- D. Hardware Preparation: Factory prepare hollow-metal work to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to SDI A250.6, the Door Hardware Schedule, and templates.
1. Reinforce doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.
  2. Comply with applicable requirements in SDI A250.6 and BHMA A156.115 for preparation of hollow-metal work for hardware.

## 2.6 STEEL FINISHES

- A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.
1. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with SDI A250.10; recommended by primer manufacturer for substrate; compatible with substrate and field-applied coatings despite prolonged exposure.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for embedded and built-in anchors to verify actual locations before frame installation.
- C. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Remove welded-in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces.
- B. Drill and tap doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.

### 3.3 INSTALLATION

- A. General: Install hollow-metal work plumb, rigid, properly aligned, and securely fastened in place. Comply with Drawings and manufacturer's written instructions.
- B. Hollow-Metal Frames: Install hollow-metal frames of size and profile indicated. Comply with SDI A250.11 or NAAMM-HMMA 840 as required by standards specified.
  - 1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.
    - a. Where frames are fabricated in sections because of shipping or handling limitations, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces.
    - b. Remove temporary braces necessary for installation only after frames have been properly set and secured.
    - c. Check plumb, square, and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.
    - d. Field apply bituminous coating to backs of frames that will be filled with grout containing antifreezing agents.
  - 2. In-Place Metal or Wood-Stud Partitions: Secure slip-on drywall frames in place according to manufacturer's written instructions.
  - 3. Installation Tolerances: Adjust hollow-metal door frames for squareness, alignment, twist, and plumb to the following tolerances:
    - a. Squareness: Plus or minus **1/16 inch (1.6 mm)**, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
    - b. Alignment: Plus or minus **1/16 inch (1.6 mm)**, measured at jambs on a horizontal line parallel to plane of wall.
    - c. Twist: Plus or minus **1/16 inch (1.6 mm)**, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
    - d. Plumbness: Plus or minus **1/16 inch (1.6 mm)**, measured at jambs at floor.
- C. Glazing: Comply with installation requirements in Section 088000 "Glazing" and with hollow-metal manufacturer's written instructions.
  - 1. Secure stops with countersunk flat- or oval-head machine screws spaced uniformly not more than **9 inches (230 mm)** o.c. and not more than **2 inches (51 mm)** o.c. from each corner.

### 3.4 ADJUSTING AND CLEANING

- A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow-metal work that is warped, bowed, or otherwise unacceptable.
- B. Remove grout and other bonding material from hollow-metal work immediately after installation.
- C. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.
- D. Metallic-Coated Surface Touchup: Clean abraded areas and repair with galvanizing repair paint according to manufacturer's written instructions.

END OF SECTION 081113

## SECTION 081416 - FLUSH WOOD DOORS

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section Includes:

1. Solid-core doors with wood-veneer faces.
2. Factory finishing flush wood doors.
3. Factory fitting flush wood doors to frames and factory machining for hardware.

- B. Related Requirements:

1. Section 017419 "Construction Waste Management and Disposal".
2. Section 088000 "Glazing" for glass view panels in flush wood doors.

## 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of door. Include details of core and edge construction, louvers, and trim for openings.

- B. Shop Drawings: Indicate location, size, and hand of each door; elevation of each kind of door; construction details not covered in Product Data; and the following:

1. Dimensions and locations of blocking.
2. Dimensions and locations of mortises and holes for hardware.
3. Dimensions and locations of cutouts.
4. Undercuts.
5. Requirements for veneer matching.
6. Doors to be factory finished and finish requirements.
7. Fire-protection ratings for fire-rated doors.

- C. Samples for Initial Selection: For factory-finished doors.

- D. Samples for Verification:

1. Factory finishes applied to actual door face materials, approximately 8 by 10 inches (200 by 250 mm), for each material and finish. For each wood species and transparent finish, provide set of three Samples showing typical range of color and grain to be expected in finished Work.
2. Louver blade and frame sections, 6 inches (150 mm) long, for each material and finish specified.

## 1.4 INFORMATIONAL SUBMITTALS

- A. Sample Warranty: For special warranty.

- B. Quality Standard Compliance Certificates: AWI Quality Certification Program certificates.

#### 1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer that is certified for chain of custody by an FSC-accredited certification body and is a certified participant in AWI's Quality Certification Program.
- B. Vendor Qualifications: A vendor that is certified for chain of custody by an FSC-accredited certification body.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Comply with requirements of referenced standard and manufacturer's written instructions.
- B. Package doors individually in cardboard cartons and wrap bundles of doors in plastic sheeting.
- C. Mark each door on top and bottom rail with opening number used on Shop Drawings.

#### 1.7 FIELD CONDITIONS

- A. Environmental Limitations: Do not deliver or install doors until spaces are enclosed and weathertight, wet work in spaces is complete and dry, and HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during remainder of construction period.

#### 1.8 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace doors that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Warping (bow, cup, or twist) more than 1/4 inch (6.4 mm) in a 42-by-84-inch (1067-by-2134-mm) section.
    - b. Telegraphing of core construction in face veneers exceeding 0.01 inch in a 3-inch (0.25 mm in a 76.2-mm) span.
  - 2. Warranty shall also include installation and finishing that may be required due to repair or replacement of defective doors.
  - 3. Warranty Period for Solid-Core Interior Doors: Life of installation.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Algoma Hardwoods, Inc.
  - 2. Ampco.

3. Chappell Door Co.
4. Eggers Industries.
5. General Veneer Manufacturing Co.
6. Graham Wood Doors; an Assa Abloy Group company.
7. Haley Brothers, Inc.
8. Ipik Door Company.
9. Lambton Doors.
10. Marlite.
11. Marshfield Door Systems, Inc.
12. Mohawk Doors; a Masonite company.
13. Oshkosh Door Company.
14. Poncraft Door Company.
15. VT Industries, Inc.

B. Source Limitations: Obtain flush wood doors from single manufacturer.

## 2.2 FLUSH WOOD DOORS, GENERAL

- A. Quality Standard: In addition to requirements specified, comply with AWI's, AWMAC's, and WI's "Architectural Woodwork Standards."
1. Provide AWI Quality Certification Labels indicating that doors comply with requirements of grades specified.
  2. Contract Documents contain selections chosen from options in quality standard and additional requirements beyond those of quality standard. Comply with those selections and requirements in addition to quality standard.
- B. Low-Emitting Materials: Fabricate doors with adhesives and composite wood products that do not contain urea formaldehyde.
- C. WDMA I.S.1-A Performance Grade: Heavy Duty.
- D. Fire-Rated Wood Doors: Doors complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252.
1. Oversize Fire-Rated Door Assemblies: For units exceeding sizes of tested assemblies, provide certification by a qualified testing agency that doors comply with standard construction requirements for tested and labeled fire-rated door assemblies except for size.
  2. Temperature-Rise Limit: At vertical exit enclosures and exit passageways, provide doors that have a maximum transmitted temperature end point of not more than **450 deg F (250 deg C)** above ambient after 30 minutes of standard fire-test exposure.
  3. Cores: Provide core specified or mineral core as needed to provide fire-protection rating indicated.
  4. Edge Construction: Provide edge construction with intumescent seals concealed by outer stile. Comply with specified requirements for exposed edges.
  5. Pairs: Provide fire-retardant stiles that are listed and labeled for applications indicated without formed-steel edges and astragals. Provide stiles with concealed intumescent seals. Comply with specified requirements for exposed edges.
- E. Smoke- and Draft-Control Door Assemblies: Listed and labeled for smoke and draft control, based on testing according to UL 1784.
- F. Mineral-Core Doors:

1. Core: Noncombustible mineral product complying with requirements of referenced quality standard and testing and inspecting agency for fire-protection rating indicated.
2. Blocking: Provide composite blocking with improved screw-holding capability approved for use in doors of fire-protection ratings indicated as follows:
  - a. 5-inch (125-mm) top-rail blocking.
  - b. 5-inch (125-mm) bottom-rail blocking, in doors indicated to have protection plates.
  - c. 5-inch (125-mm) midrail blocking, in doors indicated to have armor plates.
  - d. 5-inch (125-mm) midrail blocking, in doors indicated to have exit devices.
3. Edge Construction: At hinge stiles, provide laminated-edge construction with improved screw-holding capability and split resistance. Comply with specified requirements for exposed edges.
  - a. Screw-Holding Capability: 475 lbf (2110 N) per WDMA T.M.-10.

### 2.3 VENEER-FACED DOORS FOR TRANSPARENT FINISH

#### A. Interior Solid-Core Doors:

1. Grade: Premium, with Grade A faces.
2. Species: Select white maple.
3. Cut: Plain sliced (flat sliced).
4. Match between Veneer Leaves: Book match.
5. Assembly of Veneer Leaves on Door Faces: Balance match.
6. Pair and Set Match: Provide for doors hung in same opening or separated only by mullions.
7. Room Match: Match door faces within each separate room or area of building. Corridor-door faces do not need to match where they are separated by 10 feet (3 m) or more.
8. Room Match: Provide door faces of compatible color and grain within each separate room or area of building.
9. Exposed Vertical and Top Edges: Same species as faces - edge Type A.
10. Core: Either glued wood stave or structural composite lumber.
11. Construction: Five or seven plies. Stiles and rails are bonded to core, then entire unit is abrasive planed before veneering. Faces are bonded to core using a hot press.
12. WDMA I.S.1-A Performance Grade: Heavy Duty.

### 2.4 LIGHT FRAMES AND LOUVERS

#### A. Wood Beads for Light Openings in Wood Doors: Provide manufacturer's standard wood beads unless otherwise indicated.

1. Wood Species: Same species as door faces.
2. Profile: Flush rectangular beads.
3. At wood-core doors with 20-minute fire-protection ratings, provide wood beads and metal glazing clips approved for such use.

#### B. Wood-Veneered Beads for Light Openings in Fire-Rated Doors: Manufacturer's standard wood-veneered noncombustible beads matching veneer species of door faces and approved for use in doors of fire-protection rating indicated. Include concealed metal glazing clips where required for opening size and fire-protection rating indicated.

### 2.5 FABRICATION

- A. Factory fit doors to suit frame-opening sizes indicated. Comply with clearance requirements of referenced quality standard for fitting unless otherwise indicated.
  - 1. Comply with NFPA 80 requirements for fire-rated doors.
- B. Factory machine doors for hardware that is not surface applied. Locate hardware to comply with DHI-WDHS-3. Comply with final hardware schedules, door frame Shop Drawings, BHMA-156.115-W, and hardware templates.
  - 1. Coordinate with hardware mortises in metal frames to verify dimensions and alignment before factory machining.
  - 2. Metal Astragals: Factory machine astragals and formed-steel edges for hardware for pairs of fire-rated doors.
- C. Openings: Factory cut and trim openings through doors.
  - 1. Light Openings: Trim openings with moldings of material and profile indicated.
  - 2. Glazing: Factory install glazing in doors indicated to be factory finished. Comply with applicable requirements in Section 088000 "Glazing."
  - 3. Louvers: Factory install louvers in prepared openings.

## 2.6 FACTORY FINISHING

- A. General: Comply with referenced quality standard for factory finishing. Complete fabrication, including fitting doors for openings and machining for hardware that is not surface applied, before finishing.
  - 1. Finish faces, all four edges, edges of cutouts, and mortises. Stains and fillers may be omitted on bottom edges, edges of cutouts, and mortises.
- B. Factory finish doors.
- C. Transparent Finish:
  - 1. Grade: Premium.
  - 2. Finish: AWT's, AWMAC's, and WT's "Architectural Woodwork Standards" System 11, catalyzed polyurethane.
  - 3. Staining: As selected by Architect from manufacturer's full range.
  - 4. Effect: Semifilled finish, produced by applying an additional finish coat to partially fill the wood pores.
  - 5. Sheen: Satin.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine doors and installed door frames, with Installer present, before hanging doors.
  - 1. Verify that installed frames comply with indicated requirements for type, size, location, and swing characteristics and have been installed with level heads and plumb jambs.
  - 2. Reject doors with defects.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.



### 3.2 INSTALLATION

- A. Hardware: For installation, see Section 087100 "Door Hardware."
- B. Installation Instructions: Install doors to comply with manufacturer's written instructions and referenced quality standard, and as indicated.
  - 1. Install fire-rated doors according to NFPA 80.
  - 2. Install smoke- and draft-control doors according to NFPA 105.
- C. Job-Fitted Doors: Align and fit doors in frames with uniform clearances and bevels as indicated below; do not trim stiles and rails in excess of limits set by manufacturer or permitted for fire-rated doors. Machine doors for hardware. Seal edges of doors, edges of cutouts, and mortises after fitting and machining.
  - 1. Clearances: Provide **1/8 inch (3.2 mm)** at heads, jambs, and between pairs of doors. Provide **1/8 inch (3.2 mm)** from bottom of door to top of decorative floor finish or covering unless otherwise indicated. Where threshold is shown or scheduled, provide **1/4 inch (6.4 mm)** from bottom of door to top of threshold unless otherwise indicated.
    - a. Comply with NFPA 80 for fire-rated doors.
  - 2. Bevel non-fire-rated doors **1/8 inch in 2 inches (3-1/2 degrees)** at lock and hinge edges.
  - 3. Bevel fire-rated doors **1/8 inch in 2 inches (3-1/2 degrees)** at lock edge; trim stiles and rails only to extent permitted by labeling agency.
- D. Factory-Fitted Doors: Align in frames for uniform clearance at each edge.
- E. Factory-Finished Doors: Restore finish before installation if fitting or machining is required at Project site.

### 3.3 ADJUSTING

- A. Operation: Rehang or replace doors that do not swing or operate freely.
- B. Finished Doors: Replace doors that are damaged or that do not comply with requirements. Doors may be repaired or refinished if Work complies with requirements and shows no evidence of repair or refinishing.

END OF SECTION 081416

## SECTION 084113 - ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

## A. Section Includes:

1. Interior storefront framing.
2. Storefront framing for punched openings.
3. Interior manual-swing entrance doors and door-frame units.

## B. Related Requirements:

1. Section 084126 "All-Glass Entrances and Storefronts" for systems without aluminum support framing.

## 1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

## 1.4 ACTION SUBMITTALS

## A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

## B. Shop Drawings: For aluminum-framed entrances and storefronts. Include plans, elevations, sections, full-size details, and attachments to other work.

1. Include details of provisions for assembly expansion and contraction and for draining moisture occurring within the assembly to the exterior.
2. Include full-size isometric details of each vertical-to-horizontal intersection of aluminum-framed entrances and storefronts, showing the following:
  - a. Joinery, including concealed welds.
  - b. Anchorage.
  - c. Expansion provisions.
  - d. Glazing.
  - e. Flashing and drainage.
3. Show connection to and continuity with adjacent thermal, weather, air, and vapor barriers.

- C. Delegated-Design Submittal: For aluminum-framed entrances and storefronts indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: For aluminum-framed entrances and storefronts, for tests performed by manufacturer and witnessed by a qualified testing agency.
- B. Sample Warranties: For special warranties.

#### 1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For aluminum-framed entrances and storefronts to include in maintenance manuals.

#### 1.7 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.
- B. Testing Agency Qualifications: Qualified according to ASTM E 699 for testing indicated.
- C. Product Options: Information on Drawings and in Specifications establishes requirements for aesthetic effects and performance characteristics of assemblies. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction.
  - 1. Do not change intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If changes are proposed, submit comprehensive explanatory data to Architect for review.

#### 1.8 WARRANTY

- A. Special Warranty: Installer agrees to repair or replace components of aluminum-framed entrances and storefronts that do not comply with requirements or that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Structural failures including, but not limited to, excessive deflection.
    - b. Noise or vibration created by wind and thermal and structural movements.
    - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
    - d. Water penetration through fixed glazing and framing areas.
    - e. Failure of operating components.
  - 2. Warranty Period: Two years from date of Substantial Completion.
- B. Special Finish Warranty: Standard form in which manufacturer agrees to repair finishes or replace aluminum that shows evidence of deterioration of factory-applied finishes within specified warranty period.
  - 1. Deterioration includes, but is not limited to, the following:
    - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
    - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
    - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.

2. Warranty Period: 10 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design aluminum-framed entrances and storefronts.
- B. General Performance: Comply with performance requirements specified, as determined by testing of aluminum-framed entrances and storefronts representing those indicated for this Project without failure due to defective manufacture, fabrication, installation, or other defects in construction.
  1. Aluminum-framed entrances and storefronts shall withstand movements of supporting structure including, but not limited to, story drift, twist, column shortening, long-term creep, and deflection from uniformly distributed and concentrated live loads.
  2. Failure also includes the following:
    - a. Thermal stresses transferring to building structure.
    - b. Glass breakage.
    - c. Noise or vibration created by wind and thermal and structural movements.
    - d. Loosening or weakening of fasteners, attachments, and other components.
    - e. Failure of operating units.
- C. Seismic Performance: Aluminum-framed entrances and storefronts shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
  1. Seismic Drift Causing Glass Fallout: Complying with criteria for passing based on building occupancy type when tested according to AAMA 501.6 at design displacement and 1.5 times the design displacement.
  2. Vertical Interstory Movement: Complying with criteria for passing based on building occupancy type when tested according to AAMA 501.7 at design displacement and 1.5 times the design displacement.
- D. Noise Reduction: Test according to ASTM E 90, with ratings determined by ASTM E 1332, as follows.
  1. Outdoor-Indoor Transmission Class: Minimum 30.
- E. Thermal Movements: Allow for thermal movements resulting from ambient and surface temperature changes:
  1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.
  2. Thermal Cycling: No buckling; stress on glass; sealant failure; excess stress on framing, anchors, and fasteners; or reduction of performance when tested according to AAMA 501.5.
    - a. Interior Ambient-Air Temperature: 75 deg F (24 deg C).

### 2.2 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  1. EFCO
  2. Kawneer
  3. Traco

## 2.3 FRAMING

- A. Framing Members: Manufacturer's extruded- or formed-aluminum framing members of thickness required and reinforced as required to support imposed loads.
  - 1. Construction: Nonthermal.
  - 2. Glazing System: Retained mechanically with gaskets on four sides.
  - 3. Glazing Plane: Front.
  - 4. Finish: Clear anodic finish.
  - 5. Fabrication Method: Field-fabricated stick system.
- B. Backer Plates: Manufacturer's standard, continuous backer plates for framing members, if not integral, where framing abuts adjacent construction.
- C. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.
- D. Materials:
  - 1. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
    - a. Sheet and Plate: **ASTM B 209 (ASTM B 209M)**.
    - b. Extruded Bars, Rods, Profiles, and Tubes: **ASTM B 221 (ASTM B 221M)**.
    - c. Extruded Structural Pipe and Tubes: ASTM B 429/B 429M.
    - d. Structural Profiles: ASTM B 308/B 308M.

## 2.4 ENTRANCE DOOR SYSTEMS

- A. Entrance Doors: Manufacturer's standard glazed entrance doors for manual-swing operation.
  - 1. Door Construction: **2-inch (50.8-mm)** overall thickness, with minimum **0.188-inch-(4.8-mm-)** thick, extruded-aluminum tubular rail and stile members. Mechanically fasten corners with reinforcing brackets that are deeply penetrated and fillet welded or that incorporate concealed tie rods.
  - 2. Door Design: Wide stile; **5-inch (127-mm)** nominal width.
  - 3. Glazing Stops and Gaskets: Beveled, snap-on, extruded-aluminum stops and preformed gaskets.

## 2.5 ENTRANCE DOOR HARDWARE

- A. Entrance Door Hardware: Hardware not specified in this Section is specified in Section 087100 "Door Hardware."

## 2.6 GLAZING

- A. Glazing: Comply with Section 088000 "Glazing."
- B. Glazing Gaskets: Manufacturer's standard sealed-corner pressure-glazing system of black, resilient elastomeric glazing gaskets, setting blocks, and shims or spacers.
- C. Glazing Sealants: As recommended by manufacturer.

## 2.7 ACCESSORIES

- A. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials.
  - 1. Use self-locking devices where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration.
  - 2. Reinforce members as required to receive fastener threads.
  - 3. Use exposed fasteners with countersunk Phillips screw heads, finished to match framing system.
- B. Anchors: Three-way adjustable anchors with minimum adjustment of **1 inch (25.4 mm)** that accommodate fabrication and installation tolerances in material and finish compatible with adjoining materials and recommended by manufacturer.
  - 1. Concrete and Masonry Inserts: Hot-dip galvanized cast-iron, malleable-iron, or steel inserts complying with ASTM A 123/A 123M or ASTM A 153/A 153M requirements.

## 2.8 FABRICATION

- A. Form or extrude aluminum shapes before finishing.
- B. Weld in concealed locations to greatest extent possible to minimize distortion or discoloration of finish. Remove weld spatter and welding oxides from exposed surfaces by descaling or grinding.
- C. Fabricate components that, when assembled, have the following characteristics:
  - 1. Profiles that are sharp, straight, and free of defects or deformations.
  - 2. Accurately fitted joints with ends coped or mitered.
  - 3. Physical and thermal isolation of glazing from framing members.
  - 4. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
  - 5. Provisions for field replacement of glazing from exterior.
  - 6. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.
- D. Mechanically Glazed Framing Members: Fabricate for flush glazing without projecting stops.
- E. Structural-Sealant-Glazed Framing Members: Include accommodations for using temporary support device to retain glazing in place while structural sealant cures.
- F. Storefront Framing: Fabricate components for assembly using shear-block system.
- G. Entrance Door Frames: Reinforce as required to support loads imposed by door operation and for installing entrance door hardware.
  - 1. At interior doors, provide silencers at stops to prevent metal-to-metal contact. Install three silencers on strike jamb of single-door frames and two silencers on head of frames for pairs of doors.
- H. Entrance Doors: Reinforce doors as required for installing entrance door hardware.
- I. Entrance Door Hardware Installation: Factory install entrance door hardware to the greatest extent possible. Cut, drill, and tap for factory-installed entrance door hardware before applying finishes.

- J. After fabrication, clearly mark components to identify their locations in Project according to Shop Drawings.

## 2.9 ALUMINUM FINISHES

- A. Clear Anodic Finish: AAMA 611, AA-M12C22A41, Class I, 0.018 mm or thicker.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Prepare surfaces that are in contact with structural sealant according to sealant manufacturer's written instructions to ensure compatibility and adhesion. Preparation includes, but is not limited to, cleaning and priming surfaces.

### 3.3 INSTALLATION

#### A. General:

1. Comply with manufacturer's written instructions.
2. Do not install damaged components.
3. Fit joints to produce hairline joints free of burrs and distortion.
4. Rigidly secure nonmovement joints.
5. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration and to prevent impeding movement of moving joints.
6. Seal perimeter and other joints watertight unless otherwise indicated.

#### B. Metal Protection:

1. Where aluminum is in contact with dissimilar metals, protect against galvanic action by painting contact surfaces with materials recommended by manufacturer for this purpose or by installing nonconductive spacers.
2. Where aluminum is in contact with concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.

- C. Set continuous sill members and flashing in full sealant bed as specified in Section 079200 "Joint Sealants" to produce weathertight installation.

- D. Install components plumb and true in alignment with established lines and grades.

- E. Install operable units level and plumb, securely anchored, and without distortion. Adjust weather-stripping contact and hardware movement to produce proper operation.

- F. Install glazing as specified in Section 088000 "Glazing."

- G. Entrance Doors: Install doors to produce smooth operation and tight fit at contact points.

1. Exterior Doors: Install to produce weathertight enclosure and tight fit at weather stripping.

2. Field-Installed Entrance Door Hardware: Install surface-mounted entrance door hardware according to entrance door hardware manufacturers' written instructions using concealed fasteners to greatest extent possible.

### 3.4 ERECTION TOLERANCES

- A. Erection Tolerances: Install aluminum-framed entrances and storefronts to comply with the following maximum tolerances:

1. Plumb: **1/8 inch in 10 feet (3.2 mm in 3 m); 1/4 inch in 40 feet (6.35 mm in 12.2 m).**
2. Level: **1/8 inch in 20 feet (3.2 mm in 6 m); 1/4 inch in 40 feet (6.35 mm in 12.2 m).**
3. Alignment:
  - a. Where surfaces abut in line or are separated by reveal or protruding element up to **1/2 inch (12.7 mm)** wide, limit offset from true alignment to **1/16 inch (1.6 mm)**.
  - b. Where surfaces are separated by reveal or protruding element from **1/2 to 1 inch (12.7 to 25.4 mm)** wide, limit offset from true alignment to **1/8 inch (3.2 mm)**.
  - c. Where surfaces are separated by reveal or protruding element of **1 inch (25.4 mm)** wide or more, limit offset from true alignment to **1/4 inch (6 mm)**.
4. Location: Limit variation from plane to **1/8 inch in 12 feet (3.2 mm in 3.6 m); 1/2 inch (12.7 mm)** over total length.

END OF SECTION 084113



## SECTION 087100 – DOOR HARDWARE

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SECTION INCLUDES

- A. Furnish and deliver all finish hardware necessary for all doors, also hardware as specified herein and as enumerated in hardware sets and as indicated and required by actual conditions at the building. The hardware shall include the furnishing of all necessary screws, bolts, expansion shields, drop plates, and all other devices necessary for the proper application of the hardware.

## 1.3 RELATED SECTIONS

- A. Division 06 - Wood, Plastics, and Composites
- B. Section 08 14 16 - Flush Wood Doors
- C. Section 08 41 13 - Aluminum-Framed Entrances and Storefronts
- D. Section 08 80 00 - Glazing
- E. Specific Omissions: Hardware for the following is specified or indicated elsewhere, unless specifically listed in the hardware sets:
  - 1. Windows.
  - 2. Cabinets of all kinds, including open wall shelving and locks.
  - 3. Signs, except as noted.
  - 4. Toilet accessories of all kinds including grab bars and coat hooks.
  - 5. Overhead doors (except cylinders where scheduled).
  - 6. Electro-magnetic door holders (wall mounted).

## 1.4 REFERENCES

- A. International Code Congress (ICC)/American National Standards Institute (ANSI):
  - 1. ICC/ANSI A117.1, Accessible and Usable Buildings and Facilities.
  - 2. ANSI/BHMA A156.1 – A156.24 – Standards for Hardware and Specialties.
- B. National Fire Protection Association (NFPA):
  - 1. NFPA 80 - Standard for Fire Doors and Fire Windows
  - 2. NFPA 101 - Life Safety Code
  - 3. NFPA 105 - Smoke and Draft Control Door Assemblies
- C. Underwriters Laboratories, Inc. (UL):
  - 1. UL 10C - Positive Pressure Test of Fire Door Assemblies

2. UL 1784 - Air Leakage Tests of Door Assemblies
  3. UL 305 - Panic Hardware
- D. Applicable state and local building codes.
- E. Accessibility
1. ADA - Americans with Disabilities Act
  2. ICC / ANSI A117.1 - Accessible and Usable Buildings and Facilities
- F. Door and Hardware Institute (DHI):
1. Sequence and Format for the Hardware Schedule.
  2. Recommended Locations for Builders Hardware

### 1.5 SUBMITTALS

- A. Submit under provisions of Section 01 33 00.
- B. Product Data: Include manufacturers' technical product data for each item of door hardware, installation instructions, maintenance of operating parts and finish, and other information necessary to show compliance with requirements.
- C. Final Hardware Schedule Content: Based on hardware indicated, organize schedule into "hardware sets" indicating complete designations of every item required for each door or opening. Include the following information:
1. Type, style, function, size, and finish of each hardware item.
  2. Name and manufacturer of each item.
  3. Fastenings and other pertinent information.
  4. Location of each hardware set cross-referenced to indications on Drawings.
  5. Explanation of all abbreviations, symbols, and codes contained in schedule.
  6. Mounting locations for hardware.
  7. Mounting type for closers.
  8. Door and frame sizes and materials.
  9. Name and phone number for the local manufacturer's representative for each product.
- D. Key Schedule: After a keying meeting between representatives of the Owner, Architect, and the hardware supplier, provide a keying schedule, listing the levels of keying, as well as an explanation of the key system's function, the key symbols used, and the door numbers controlled. This schedule can be submitted as a part of the hardware schedule or as a separate schedule.
- E. Samples: If requested by the Architect, submit samples of each type of exposed hardware unit in finish indicated and tagged with full description for coordination with schedule.
1. Samples will be returned to the supplier in like-new condition. Units that are acceptable may, after final check of operations, be incorporated in the Work, within limitations of key coordination requirements.
- F. Templates: After final approval of the hardware schedule, provide templates for doors, frames, and other work specified to be factory prepared for the installation of door hardware.
- G. Operations and Maintenance Data: Provide in accordance with Section 01 78 23 and include the following:
1. Complete information on care, maintenance, and adjustment; data on repair and replacement parts, and information on preservation of finishes.

2. Catalog pages for each product.
3. Name, address, and phone number of local representative for each manufacturer.
4. Parts list for each product.
5. Copy of final approved hardware schedule, edited to reflect "As installed."
6. Copy of final keying schedule.
7. One (1) complete set of special tools required for maintenance and adjustment of hardware, including changing of cylinders.
8. Copy of warranties including appropriate reference numbers for manufacturers to identify the project.

#### 1.6 QUALITY ASSURANCE

- A. Substitutions: Submit substitutions in accordance with Division 01.
- B. Supplier Qualifications: A recognized architectural hardware supplier, with warehousing facilities in the Project's vicinity, that has a record of successful in-service performance for supplying door hardware similar in quantity, type, and quality to that indicated for this Project and that employs an accredited Architectural Hardware Consultant (AHC), who is available to Owner, Architect, and Contractor, at reasonable times during the course of the Work for consultation.
- C. Product Single Source Responsibility: Obtain each type of hardware (latch and locksets, hinges, closers, etc.) from a single manufacturer.
- D. Supplier Single Source Responsibility: Procure hardware for all doors from a single supplier.
- E. Fire-Rated Openings: Provide door hardware for fire-rated openings that complies with NFPA 80 and requirements of authorities having jurisdiction. Provide only items of door hardware that are listed and are identical to products tested by Underwriters Laboratories, Warnock Hersey, Factory Mutual, or other testing and inspecting organization acceptable to the authorities having jurisdiction for use on types and sizes of doors indicated in compliance with requirements of fire-rated door and door frame labels.

#### 1.7 DELIVERY, STORAGE AND HANDLING

- A. Tag each item or package separately with identification related to final hardware schedule, and include basic installation instructions with each item or package.
- B. Each article of hardware shall be individually packaged in manufacturer's original packaging.
- C. Contractor will provide secure lock-up for door hardware delivered to the Project, but not yet installed. Control handling and installation of hardware items so that completion of the Work will not be delayed by hardware losses both before and after installation.
- D. Items damaged in shipment shall be replaced promptly and with proper material and paid for by whomever did the damage or caused the damage to occur.
- E. All the hardware shall be handled at this project in a manner to avoid damage, marring or scratching. Any irregularities that occur to the hardware after it has been delivered to the project shall be corrected, replaced or repaired by the Contractor at their expense. All hardware items shall be protected against malfunction due to paint, solvent, cleanser or any chemical agent.
- F. No direct shipments will be allowed unless approved by the Contractor.

## 1.8 WARRANTY

- A. Starting date for warranty periods to be date of manufacture of that hardware item.
- B. No liability is to be assumed where damage or faulty operation is due to improper installation, improper usage or abuse.
- C. Provide guarantee from hardware supplier as follows:
  - 1. Hinges: Life of the building.
  - 2. Closers: Ten (10) years
  - 3. Locksets: Life of the building.
  - 4. All other Hardware: One (1) year.
- D. Products judged to be defective during the warranty period shall be replaced or repaired in accordance with the manufacturer's warranty, at no additional cost to the Owner.

## 1.9 MAINTENANCE

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.

## PART 2 - PRODUCTS

## 2.1 MANUFACTURERS

- A. Approval of manufacturers other than those listed shall be in accordance with Paragraph 1.6A.
- B. Note that even though an acceptable substitute manufacturer may be listed, the product must provide all the functions and features of the specified product or it will not be approved.
- C. Hand of Door: Drawings show direction of slide, swing, or hand of each door leaf. Furnish each item of hardware for proper installation and operation of door movement as shown.
- D. Where the exact types of hardware specified are not adaptable to the finished shape or size of the members requiring hardware, furnish suitable types having as nearly as possible the same operation and quality as the type specified, subject to Architect's approval.

## 2.2 MATERIALS

- A. Fasteners:
  - 1. Provide hardware manufactured to conform to published templates, generally prepared for machine screw installation.
  - 2. Furnish screws for installation with each hardware item. Finish exposed (exposed under any condition) screws to match hardware finish or, if exposed in surfaces of other work, to match finish of this other work as closely as possible including "prepared for paint" surfaces to receive painted finish.
  - 3. Provide concealed fasteners for hardware units that are exposed when door is closed except to the extent that no standard units of type specified are available with concealed fasteners. Do not use

thru-bolts for installation where bolt head or nut on opposite face is exposed in other work unless their use is the only means of reinforcing the work adequately to fasten the hardware securely.

4. All hardware shall be installed with the fasteners provided by the hardware manufacturer.

### 2.3 HINGES

- A. Provide five-knuckle, concealed bearing hinges of type, material, and height as outlined in the following guide for this specification:
- B. 1-3/4 inch thick doors, up to and including 36 inches wide:
  1. Exterior: standard weight, stainless steel, 4-1/2 inches high
  2. Interior: standard weight, steel, 4-1/2 inches high
- C. 1-3/4 inch thick doors over 36 inches wide:
  1. Exterior: heavy weight, stainless steel, 5 inches high
  2. Interior: heavy weight, steel, 5 inches high
- D. 2 inches or thicker doors:
  1. Exterior: heavy weight, stainless steel, 5 inches high
  2. Interior: heavy weight, steel, 5 inches high
- E. Provide three hinges per door leaf for doors 90 inches or less in height, and one additional hinge for each 30 inches of additional door height.
- F. Hinge Pins: Except as otherwise indicated, provide hinge pins as follows:
  1. Steel Hinges: Steel pins
  2. Non-Ferrous Hinges: Stainless steel pins
  3. Out-Swinging Exterior Doors: Non-removable pins
  4. Out-Swinging Interior Lockable Doors: Non-removable pins
  5. Interior Non-lockable Doors: Non-rising pins
- G. The width of hinges shall be 4-1/2 inches at 1-3/4 inch thick doors, and 5 inches at 2 inches or thicker doors. Adjust hinge width as required for door, frame, and/or wall conditions to allow proper degree of opening.
- H. Provide hinges with electrified option where specified. Provide with sufficient number and gage of concealed wires to accommodate electric function of specified hardware. Locate electric hinge at second hinge from bottom or nearest to the electrified locking component.
- I. Provide mortar guard for each electrified hinge specified, unless specified in hollow metal frame specification.
- J. Acceptable manufacturers and/or products: Stanley CB series, Hager AB series, and McKinney TCA/T4CA series.

## 2.4 FLUSH BOLTS

- A. Provide automatic and manual flush bolts with forged bronze face plates, extruded brass levers, and with wrought brass guides and strikes. Provide 12 inch steel or brass rods at doors up to 90 inches in height. Top rods at manual flush bolts for doors over 90 inches in height shall be increased by 6 inches for each additional 6 inches of door height. Provide dust-proof strikes at each bottom flush bolt.
- B. Acceptable manufacturers and/or products: Don-Jo Mfg., Rockwood, Burns.

## 2.5 MORTISE LOCKS

- A. Provide mortise locks that comply with ANSI A156.13, Series 1000, BHMA Grade 1 Operational and Grade 2 Security and are ULC listed, and appear in BHMA's "Directory of Certified Locks & Latches".
- B. Locks shall have stamped steel case with steel or brass parts, and levers constructed of forged or cast brass, bronze or stainless steel construction.
- C. Lever design shall be as Best 3R.
- D. Provide function numbers and descriptions indicated at the end of this Section.
- E. Lock throw shall comply with testing requirements for length of bolts to comply with labeled fire door requirements, and as follows:
  - 1. Mortise Locks: Minimum 3/4-inch latch bolt throw.
  - 2. Mortise Locks & Latches shall have an anti-friction, 3/4-inch throw latch bolt with anti-friction piece made of self-lubricated stainless steel. Latch bolt with plastic insert and three-piece latch bolt are unacceptable on this project.
  - 3. Mortise Locks & Latches shall have levers to be operated with a roller bearing spindle hub mechanism.
- F. Acceptable manufacturers and/or products: Stanley Best 45H series, Allegion Schlage L9000 series, and ASSA Abloy Corbin ML2000 series.

## 2.6 DOOR CLOSERS

- A. Provide door closers certified to ANSI/BHMA A156.4 Grade 1 requirements by a BHMA certified independent testing laboratory. Door closers shall have fully hydraulic, full rack and pinion action with a high strength cast iron or aluminum cylinder. Cylinder body shall be 1-1/2 inch diameter.
- B. Provide hydraulic fluid requiring no seasonal closer adjustment. Fluid shall be fireproof and shall pass the requirements of the UL10C "positive pressure" fire test.
- C. Spring power shall be continuously adjustable over the full range of closer sizes, and allow for reduced opening force as required by accessibility codes and standards. Closers shall have separate adjustment for latch speed, general speed, and backcheck.
- D. Provide closers with heavy-duty forged forearms for parallel arm closers.
- E. Closers shall not incorporate Pressure Relief Valve (PRV) technology.

- F. Provide special templates, drop plates, mounting brackets, or adapters for arms as required for details, overhead stops, and other finish hardware items interfering with closer mounting.
- G. Mount closers on room side of corridor doors, inside of exterior doors, and stair side of stairway doors from corridors. Closers shall not be visible in corridors, lobbies and other public spaces unless approved by Architect.
- H. Door closers meeting this specification: Stanley QDC100 series, Allegion LCN 4040XP Series, and ASSA Abloy Norton PR7500 Series.

## 2.7 PROTECTION PLATES

- A. Provide kick plates, and mop plates, minimum of 0.050 inch thick as scheduled. Furnish with machine or wood screws, finished to match plates. Sizes of plates shall be as follows:
  - 1. Kick Plates – 8 inches high x 2 inches less width of door on single doors, 1 inch less width of door on pairs
  - 2. Mop Plates – 4 inches high x 2 inches less width of door on single doors, 1 inch less width of door on pairs
- B. Acceptable manufacturers and/or products: Don-Jo Mfg., Burns, Rockwood.

## 2.8 DOOR STOPS

- A. Provide door stops for all doors in accordance with the following requirements:
  - 1. Provide wall stops wherever possible. Provide convex type where mortise type locks are used and concave type where cylindrical type locks are used.
  - 2. Where wall stops cannot be used, provide dome type floor stops of the proper height.
  - 3. At any opening where a wall or floor stop cannot be used, a medium duty surface mounted overhead stop shall be used.
- B. Acceptable manufacturers and/or products: Don-Jo Mfg., Burns, Rockwood.

## 2.9 THRESHOLDS, SEALS, DOOR SWEEPS, AUTOMATIC DOOR BOTTOMS, AND GASKETING

- A. Provide thresholds, weatherstripping (including door sweeps, seals, astragals) and gasketing systems (including smoke, sound, and light) as specified and per architectural details. Match finish of other items as closely as possible. Size of thresholds shall be as follows:
  - 1. Exterior Saddle Thresholds – 1/2 inch high x jamb width x door width
  - 2. Interior Saddle Thresholds – 1/4 inch high x jamb width x door width
  - 3. Bumper Seal Thresholds – 1/2 inch high x 5 inches wide x door width

- B. Provide door sweeps, seals, astragals, and auto door bottoms only of type where resilient or flexible seal strip is easily replaceable and readily available.
- C. Acceptable manufacturers and/or products: Reese, National Guard, Zero.

#### 2.10 SILENCERS

- A. Provide "Push-in" type silencers for each hollow metal or wood frame. Provide three for each single frame and two for each pair frame. Omit where gasketing is specified or required by code.
- B. Acceptable manufacturers and/or products: Don-Jo Mfg., Burns, Rockwood.

#### 2.11 FINISHES

- A. With the exception of items listed below, the finish of hardware items shall be US26D - satin chrome or US32D - satin stainless steel.
- B. Exceptions are as follows:
  - 1. Closers: Painted finish to match hardware.
  - 2. Thresholds: Mill finish aluminum.
  - 3. Gasketing & Sweeps: Clear, Clear anodized aluminum.

#### 2.12 CYLINDERS AND KEYING

- A. Provide permanent cores keyed to to a new Best Cormax grand master key system and conforming to the following requirements:
- B. Provide construction cores with construction master keying for use during construction. The Owner or Owner's security agent shall install permanent keyed cores upon completion of the project. The temporary construction cores are to be returned to the hardware supplier.
- C. Provide removable/interchangeable permanent cores keyed to Owner's requirements.
- D. The qualified factory representative for the manufacturer of the cores and cylinders, shall meet with Owner and Architect to review keying requirements and lock functions prior to ordering finish hardware.
- E. Provide keys as follows
  - 1. Three key blanks per lock and/or cylinder.
  - 2. Two construction core control keys.
  - 3. Six construction master keys for each type (Contractor is to provide one set of construction keys to Architect)
- F. Deliver all key blanks from the factory or authorized distributor directly to the Owner in sealed containers, return receipt requested. Failure to comply with these requirements may be cause to require replacement of all or any part of the keying system that was compromised at no additional cost to the Owner.
- G. Visual Key Control:
  - 1. Keys shall be stamped with their respective key set number and stamped "DO NOT DUPLICATE".



2. Grand master and master keys shall be stamped with their respective key set letters.
3. Do not stamp any keys with the factory key change number.
4. Do not stamp any cores with key set on face (front) of Core. Stamp on back or side of cores so not to be visible when core is in cylinder.

- H. Deliver grand master keys, master keys, change keys, and/or key blanks from the factory or authorized distributor directly to the Owner in sealed containers, return receipt requested. Failure to comply with these requirements may be cause to require replacement of all or any part of the keying system that was compromised at no additional cost to the Owner.

## 2.13 KEY CONTROL SYSTEM

- A. Provide a key control system, including envelopes, labels, tags with self-locking key clips, receipt forms, 3-way visible card index, temporary markers, permanent markers, and standard metal cabinet, all as recommended by system manufacturer, with capacity for 150% of the number of locks required for the Project.
1. Provide complete cross index system set up by the hardware supplier, and place keys on markers and hooks in the cabinet as determined by the final key schedule.
  2. Provide hinged-panel type cabinet for wall mounting.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Prior to installation of any hardware, examine doors, frames, walls and related items for conditions that would prevent proper installation of finish hardware. Correct defects prior to proceeding with installation.
- B. Pre-Installation Conference: Prior to the installation of hardware, manufacturer's representatives for locksets, closers, and exit devices shall arrange and hold a jobsite meeting to instruct the installing contractor's personnel on the proper installation of their respective products. A letter of compliance, indicating when the meeting was held and who was in attendance, shall be sent to Architect and Owner.

### 3.2 INSTALLATION

- A. Hardware shall be installed by qualified tradesmen skilled in application of commercial grade hardware. For technical assistance if necessary, installers may contact manufacturer's representative for the item in question, as listed in the hardware schedule.
- B. Mount hardware units at heights indicated in "Recommended Locations for Builders Hardware for Standard Steel Doors and Frames" by the Door and Hardware Institute.
- C. Install each hardware item in compliance with the manufacturer's instructions and recommendations, using only the fasteners provided by the manufacturer.
- D. Do not install surface mounted items until finishes have been completed on the substrate. Protect installed hardware during painting.

- E. Set units level, plumb and true to line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.
- F. Operating parts shall move freely and smoothly without binding, sticking, or excessive clearance.
- G. Set thresholds for exterior doors in full bed of butyl rubber or polyisobutylene mastic sealant complying with requirements specified in Section 07 92 00.

### 3.3 ADJUSTING, CLEANING AND DEMONSTRATING

- A. Adjust and check each operating item of hardware and each door, to insure proper operation or function of every unit. Replace units that cannot be adjusted to operate freely and smoothly.
- B. Where door hardware is installed more than one (1) month prior to acceptance or occupancy of a space or area, return to the installation during the week prior to acceptance or occupancy and make a final check and adjustment of hardware items in such space or area. Clean operating items as necessary to restore proper function and finish of hardware and doors. Adjust door control devices to compensate for final operation of heating and ventilating equipment.
- C. Clean adjacent surfaces soiled by hardware installation. Remove bulk trash from the building, clean up any dust/debris caused by the installation of hardware.
- D. Instruct Owner's personnel in the proper adjustment, lubrication, and maintenance of door hardware and hardware finishes.

### 3.4 FIELD QUALITY CONTROL

- A. At completion of the project, a qualified factory representative for the manufacturers of locksets, closers, and exit devices shall inspect installations of their products. After the inspections, a letter shall be sent to the Architect reporting on conditions, verifying that their respective products have been properly installed and adjusted.
- B. Six-Month Adjustment: Approximately six months after the date of Substantial Completion, the installer, accompanied by representatives of the manufacturers of latchsets and locksets, door control devices, and of other major hardware suppliers, shall return to the Project to perform the following work:
  1. Examine and re-adjust each item of door hardware as necessary to restore function of doors and hardware to comply with specified requirements.
  2. Consult with and instruct Owner's personnel in recommended additions to the maintenance procedures.
  3. Replace hardware items that have deteriorated or failed due to faulty design, materials, or installation of hardware units.
  4. Prepare a written report of current and predictable problems (of substantial nature) in the performance of the hardware.

### 3.5 PROTECTION

- A. Provide for the proper protection of items of hardware until Owner accepts the project as complete. Damaged or disfigured hardware shall be replaced or repaired by the responsible party.

## 3.6 HARDWARE SCHEDULE

- A. Provide hardware for each door to comply with requirements of hardware set numbers indicated in door schedule, and in the following schedule of hardware sets.
- B. It is intended that the following schedule includes all items of finish hardware necessary to complete the work. If a discrepancy is found in the schedule, such as a missing item, improper hardware for a frame, door or fire codes, the preamble will be the deciding document.
- C. All exterior doors and doors with card readers will have door contacts, specified elsewhere, for monitoring.
- D. Door Schedule

Door #	Set #
D213	1
D214A	1
D214B	1
D215	1
D216	3
D217A	1
D217B	1
D218	1
D219	1
D221	1
D222	1
D223	1
D225	4
D226	1
D233	2
D234	2

- E. Hardware sets:

## SET #1 - SINGLE WITH OFFICE LOCK

3 Hinges	CB179 SERIES AS SPECIFIED	US26D	ST
1 Office Lock	45H-7AT3R	626	BE
1 Door Stop	1407/1442 AS REQUIRED	626	DJ
3 Door Silencer	1608	GRAY	DJ

## SET #2 - SINGLE WITH PRIVACY SET X INSWING

3 Hinges	CB179 SERIES AS SPECIFIED	US26D	ST
1 Privacy Set	45H-0L3R	626	BE
1 Door Closer	QDC111	689	SH
1 Kick Plate	90 10" X 2" LDW	630	DJ
1 Door Stop	1407/1442 AS REQUIRED	626	DJ
3 Door Silencer	1608	GRAY	DJ

## SET #47 - PAIR WITH INTRUDER LOCK/SOUND GASKET.

6 Hinges	CB179 SERIES AS SPECIFIED	US26D	ST
2 Flush Bolt	1555	626	DJ
1 Intruder Lock	45H-7IND3R 7/8"LTC VIN	626	BE
1 Door Closer	QDC111	689	SH
2 Kick Plate	90 10" X 1" LDW	630	DJ
2 Door Stop	1407/1442 AS REQUIRED	626	DJ
2 Door Silencer	1608	GRAY	DJ

NOTE: \*\*PROVIDE CLOSER AT ACTIVE LEAF ONLY\*\*

## SET #4 - SINGLE WITH STOREROOM LOCK X INSWING

3 Hinges	CB179 SERIES AS SPECIFIED	US26D	ST
1 Storeroom Function	45H-7D3R	626	BE
1 Door Closer	QDC111	689	SH
1 Kick Plate	90 10" X 2" LDW	630	DJ
1 Door Stop	1407/1442 AS REQUIRED	626	DJ
3 Door Silencer	1608	GRAY	DJ

END OF SECTION

## SECTION 088000 - GLAZING

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section includes:
  - 1. Glass for doors and storefront framing.
  - 2. Glazing sealants and accessories.

## 1.3 DEFINITIONS

- A. Glass Manufacturers: Firms that produce primary glass, fabricated glass, or both, as defined in referenced glazing publications.
- B. Glass Thicknesses: Indicated by thickness designations in millimeters according to ASTM C 1036.
- C. IBC: International Building Code.
- D. Interspace: Space between lites of an insulating-glass unit.

## 1.4 COORDINATION

- A. Coordinate glazing channel dimensions to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances.

## 1.5 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  - 2. Review temporary protection requirements for glazing during and after installation.

## 1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Glass Samples: For each type of glass product; 12 inches (300 mm) square.

- C. Glazing Schedule: List glass types and thicknesses for each size opening and location. Use same designations indicated on Drawings.

#### 1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Certificates: For glass.
- C. Preconstruction adhesion and compatibility test report.

#### 1.8 QUALITY ASSURANCE

- A. Manufacturer Qualifications for Insulating-Glass Units with Sputter-Coated, Low-E Coatings: A qualified insulating-glass manufacturer who is approved and certified by coated-glass manufacturer.
- B. Installer Qualifications: A qualified installer who employs glass installers for this Project who are certified under the National Glass Association's Certified Glass Installer Program.
- C. Glass Testing Agency Qualifications: A qualified independent testing agency accredited according to the NFRC CAP 1 Certification Agency Program.

#### 1.9 DELIVERY, STORAGE, AND HANDLING

- A. Protect glazing materials according to manufacturer's written instructions. Prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.

#### 1.10 FIELD CONDITIONS

- A. Environmental Limitations: Do not proceed with glazing when ambient and substrate temperature conditions are outside limits permitted by glazing material manufacturers and when glazing channel substrates are wet from rain, frost, condensation, or other causes.

#### 1.11 WARRANTY

- A. Manufacturer's Special Warranty for Laminated Glass: Manufacturer agrees to replace laminated-glass units that deteriorate within specified warranty period. Deterioration of laminated glass is defined as defects developed from normal use that are not attributed to glass breakage or to maintaining and cleaning laminated glass contrary to manufacturer's written instructions. Defects include edge separation, delamination materially obstructing vision through glass, and blemishes exceeding those allowed by referenced laminated-glass standard.
  - 1. Warranty Period: 10 years from date of Substantial Completion.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Source Limitations for Glass: Obtain from single source from single manufacturer for each glass type.
  - 1. Obtain tinted glass from single source from single manufacturer.
  - 2. Obtain reflective-coated glass from single source from single manufacturer.
- B. Source Limitations for Glazing Accessories: Obtain from single source from single manufacturer for each product and installation method.

## 2.2 PERFORMANCE REQUIREMENTS

- A. General: Installed glazing systems shall withstand normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to the following: defective manufacture, fabrication, or installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.
- B. Safety Glazing: Where safety glazing is indicated, provide glazing that complies with 16 CFR 1201, Category II.
- C. Thermal and Optical Performance Properties: Provide glass with performance properties specified, as indicated in manufacturer's published test data, based on procedures indicated below:
  - 1. For monolithic-glass lites, properties are based on units with lites of thickness indicated.
  - 2. For laminated-glass lites, properties are based on products of construction indicated.
  - 3. U-Factors: Center-of-glazing values, according to NFRC 100 and based on LBL's WINDOW 5.2 computer program, expressed as  $\text{Btu/sq. ft.} \times \text{h} \times \text{deg F}$  ( $\text{W/sq. m} \times \text{K}$ ).
  - 4. Solar Heat-Gain Coefficient and Visible Transmittance: Center-of-glazing values, according to NFRC 200 and based on LBL's WINDOW 5.2 computer program.
  - 5. Visible Reflectance: Center-of-glazing values, according to NFRC 300.

## 2.3 GLASS PRODUCTS, GENERAL

- A. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below unless more stringent requirements are indicated. See these publications for glazing terms not otherwise defined in this Section or in referenced standards.
  - 1. GANA Publications: "Laminated Glazing Reference Manual" and "Glazing Manual."
  - 2. IGMA Publication for Insulating Glass: SIGMA TM-3000, "North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial and Residential Use."
- B. Safety Glazing Labeling: Where safety glazing is indicated, permanently mark glazing with certification label of, the SGCC or another certification agency acceptable to authorities having jurisdiction. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.
- C. Thickness: Where glass thickness is indicated, it is a minimum. Provide glass that complies with performance requirements and is not less than the thickness indicated.
  - 1. Minimum Glass Thickness: 6 mm.
- D. Strength: Where annealed float glass is indicated, provide annealed float glass, heat-strengthened float glass, or fully tempered float glass as needed to comply with "Performance Requirements" Article. Where heat-strengthened float glass is indicated, provide heat-strengthened float glass or fully tempered float glass as needed to comply with "Performance Requirements" Article. Where fully tempered float glass is indicated, provide fully tempered float glass.

## 2.4 GLASS PRODUCTS

- A. Fully Tempered Float Glass: ASTM C 1048, Kind FT (fully tempered), Condition A (uncoated) unless otherwise indicated, Type I, Class 1 (clear) or Class 2 (tinted) as indicated, Quality-Q3.

1. Fabrication Process: By horizontal (roller-hearth) process with roll-wave distortion parallel to bottom edge of glass as installed unless otherwise indicated.

## 2.5 LAMINATED GLASS

- A. Laminated Glass: ASTM C 1172. Use materials that have a proven record of no tendency to bubble, discolor, or lose physical and mechanical properties after fabrication and installation.
  1. Construction: Laminate glass with polyvinyl butyral interlayer,, to comply with interlayer manufacturer's written instructions.
  2. Interlayer Thickness: Provide thickness not less than that indicated and as needed to comply with requirements.
  3. Interlayer Color: Clear unless otherwise indicated.

## 2.6 MISCELLANEOUS GLAZING MATERIALS

- A. General: Provide products of material, size, and shape complying with referenced glazing standard, with requirements of manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.
- B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.

## 2.7 FABRICATION OF GLAZING UNITS

- A. Fabricate glazing units in sizes required to fit openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing publications, to comply with system performance requirements.
  1. Allow for thermal movements from ambient and surface temperature changes acting on glass framing members and glazing components.
    - a. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.
  - B. Clean-cut or flat-grind vertical edges of butt-glazed monolithic lites to produce square edges with slight chamfers at junctions of edges and faces.
  - C. Grind smooth and polish exposed glass edges and corners.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine framing, glazing channels, and stops, with Installer present, for compliance with the following:
  1. Manufacturing and installation tolerances, including those for size, squareness, and offsets at corners.
  2. Presence and functioning of weep systems.
  3. Minimum required face and edge clearances.
  4. Effective sealing between joints of glass-framing members.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.



### 3.2 PREPARATION

- A. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to substrates.
- B. Examine glazing units to locate exterior and interior surfaces. Label or mark units as needed so that exterior and interior surfaces are readily identifiable. Do not use materials that leave visible marks in the completed Work.

### 3.3 GLAZING, GENERAL

- A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
- B. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass includes glass with edge damage or other imperfections that, when installed, could weaken glass, impair performance, or impair appearance.
- C. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.
- D. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
- E. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.
- F. Set glass lites with proper orientation so that coatings face exterior or interior as specified.
- G. Where wedge-shaped gaskets are driven into one side of channel to pressurize sealant or gasket on opposite side, provide adequate anchorage so gasket cannot walk out when installation is subjected to movement.
- H. Square cut wedge-shaped gaskets at corners and install gaskets in a manner recommended by gasket manufacturer to prevent corners from pulling away; seal corner joints and butt joints with sealant recommended by gasket manufacturer.

### 3.4 GASKET GLAZING (DRY)

- A. Cut compression gaskets to lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.
- B. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.
- C. Installation with Drive-in Wedge Gaskets: Center glass lites in openings on setting blocks, and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.
- D. Installation with Pressure-Glazing Stops: Center glass lites in openings on setting blocks, and press firmly against soft compression gasket. Install dense compression gaskets and pressure-glazing stops, applying pressure uniformly to compression gaskets. Compress gaskets to produce a weathertight seal without

developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.

- E. Install gaskets so they protrude past face of glazing stops.

### 3.5 CLEANING AND PROTECTION

- A. Immediately after installation remove nonpermanent labels and clean surfaces.
- B. Protect glass from contact with contaminating substances resulting from construction operations. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains.
  - 1. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended in writing by glass manufacturer. Remove and replace glass that cannot be cleaned without damage to coatings.
- C. Remove and replace glass that is damaged during construction period.
- D. Wash glass on both exposed surfaces not more than four days before date scheduled for inspections that establish date of Substantial Completion. Wash glass as recommended in writing by glass manufacturer.

### 3.6 MONOLITHIC GLASS SCHEDULE

- A. Glass Type [GL-1]: Clear fully tempered float glass.
  - 1. Basis-of-Design Manufacturer: PPG.
  - 2. Minimum Thickness: 6 mm.
  - 3. Safety glazing required.
  - 4. Location: Door vision panels.

### 3.7 LAMINATED GLASS SCHEDULE

- A. Glass Type [GL-2]: Clear laminated glass with two plies of fully tempered float glass.
  - 1. Basis-of-Design Manufacturer: PPG.
  - 2. Minimum Thickness of Each Glass Ply: 6 mm.
  - 3. Interlayer Thickness: 0.060 inch (1.52 mm).
  - 4. Safety glazing required.
  - 5. Location: Storefront systems.

END OF SECTION 088000

## SECTION 092216 - NON-STRUCTURAL METAL FRAMING

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section Includes:
  - 1. Non-load-bearing steel framing systems for interior gypsum board assemblies.
  - 2. Suspension systems for interior gypsum ceilings, soffits, and grid systems.

## 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

## 1.4 INFORMATIONAL SUBMITTALS

- A. Evaluation Reports: For dimpled steel studs and runners, from ICC-ES.

## PART 2 - PRODUCTS

## 2.1 FRAMING SYSTEMS

- A. Framing Members, General: Comply with ASTM C 754 for conditions indicated.
  - 1. Steel Sheet Components: Comply with ASTM C 645 requirements for metal unless otherwise indicated.
  - 2. Protective Coating: ASTM A 653/A 653M, G40 (Z120), hot-dip galvanized unless otherwise indicated.
- B. Studs and Runners: ASTM C 645.
  - 1. Steel Studs and Runners:
    - a. Minimum Base-Metal Thickness: 0.018 inch (0.45 mm).
    - b. Depth: As indicated on Drawings.

## 2.2 SUSPENSION SYSTEMS

- A. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.062-inch- (1.59-mm-) diameter wire, or double strand of 0.048-inch- (1.21-mm-) diameter wire.

- B. Hanger Attachments to Concrete:
  - 1. Anchors: Fabricated from corrosion-resistant materials with holes or loops for attaching wire hangers and capable of sustaining, without failure, a load equal to 5 times that imposed by construction as determined by testing according to ASTM E 488 by an independent testing agency.
    - a. Type: Postinstalled, expansion anchor.
- C. Wire Hangers: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.16 inch (4.12 mm) in diameter.
- D. Flat Hangers: Steel sheet, 1 by 3/16 inch (25 by 5 mm) by length indicated.

### 2.3 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards.
  - 1. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.
- B. Isolation Strip at Exterior Walls: Provide the following:
  - 1. Foam Gasket: Adhesive-backed, closed-cell vinyl foam strips that allow fastener penetration without foam displacement, 1/8 inch (3.2 mm) thick, in width to suit steel stud size.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Suspended Assemblies: Coordinate installation of suspension systems with installation of overhead structure to ensure that inserts and other provisions for anchorages to building structure have been installed to receive hangers at spacing required to support the Work and that hangers will develop their full strength.
  - 1. Furnish concrete inserts and other devices indicated to other trades for installation in advance of time needed for coordination and construction.

### 3.3 INSTALLATION, GENERAL

- A. Installation Standard: ASTM C 754.

1. Gypsum Plaster Assemblies: Also comply with requirements in ASTM C 841 that apply to framing installation.
  2. Portland Cement Plaster Assemblies: Also comply with requirements in ASTM C 1063 that apply to framing installation.
  3. Gypsum Veneer Plaster Assemblies: Also comply with requirements in ASTM C 844 that apply to framing installation.
  4. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.
- B. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.
- C. Install bracing at terminations in assemblies.
- D. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

### 3.4 INSTALLING FRAMED ASSEMBLIES

- A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
1. Single-Layer Application: **16 inches (406 mm)** o.c. unless otherwise indicated.
- B. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.
- C. Install tracks (runners) at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts penetrating partitions above ceiling.
1. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install runner track section (for cripple studs) at head and secure to jamb studs.
    - a. Install two studs at each jamb unless otherwise indicated.
    - b. Extend jamb studs through suspended ceilings and attach to underside of overhead structure.
  2. Sound-Rated Partitions: Install framing to comply with sound-rated assembly indicated.
- D. Direct Furring:
1. Screw to wood framing.
  2. Attach to concrete or masonry with stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced **24 inches (610 mm)** o.c.
- E. Installation Tolerance: Install each framing member so fastening surfaces vary not more than **1/8 inch (3 mm)** from the plane formed by faces of adjacent framing.

### 3.5 INSTALLING SUSPENSION SYSTEMS

- A. Install suspension system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.

1. Hangers: 48 inches (1219 mm) o.c.
- B. Isolate suspension systems from building structure where they abut or are penetrated by building structure to prevent transfer of loading imposed by structural movement.
- C. Suspend hangers from building structure as follows:
1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or suspension system.
    - a. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
  2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with locations of hangers required to support standard suspension system members, install supplemental suspension members and hangers in the form of trapezes or equivalent devices.
    - a. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced installation standards.
  3. Wire Hangers: Secure by looping and wire tying, either directly to structures or to inserts, eye screws, or other devices and fasteners that are secure and appropriate for substrate, and in a manner that will not cause hangers to deteriorate or otherwise fail.
  4. Flat Hangers: Secure to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices and fasteners that are secure and appropriate for structure and hanger, and in a manner that will not cause hangers to deteriorate or otherwise fail.
  5. Do not attach hangers to steel roof deck.
  6. Do not attach hangers to permanent metal forms. Furnish cast-in-place hanger inserts that extend through forms.
  7. Do not attach hangers to rolled-in hanger tabs of composite steel floor deck.
  8. Do not connect or suspend steel framing from ducts, pipes, or conduit.
- D. Seismic Bracing: Sway-brace suspension systems with hangers used for support.
- E. Installation Tolerances: Install suspension systems that are level to within 1/8 inch in 12 feet (3 mm in 3.6 m) measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

END OF SECTION 092216

## SECTION 092900 - GYPSUM BOARD

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section Includes:

- 1. Interior gypsum board.

- B. Related Requirements:

- 1. Section 092216 "Non-Structural Metal Framing" for non-structural framing and suspension systems that support gypsum board panels.

## 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

## 1.4 DELIVERY, STORAGE AND HANDLING

- A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

## 1.5 FIELD CONDITIONS

- A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written recommendations, whichever are more stringent.
- B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.
- C. Do not install panels that are wet, those that are moisture damaged, and those that are mold damaged.
  - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

## PART 2 - PRODUCTS

## 2.1 PERFORMANCE REQUIREMENTS

- A. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

## 2.2 GYPSUM BOARD, GENERAL

- A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

## 2.3 INTERIOR GYPSUM BOARD

- A. Gypsum Wallboard: ASTM C 1396/C 1396M.
  - 1. Thickness: 5/8 inch (12.7 mm).
  - 2. Long Edges: Tapered.
- B. Gypsum Ceiling Board: ASTM C 1396/C 1396M.
  - 1. Thickness: 5/8 inch (12.7 mm).
  - 2. Long Edges: Tapered.
- C. Abuse-Resistant Gypsum Board: ASTM C 1629/C 1629M, Level 2.
  - 1. Core: 5/8 inch (15.9 mm), Type X.
  - 2. Long Edges: Tapered.
  - 3. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.

## 2.4 TRIM ACCESSORIES

- A. Interior Trim: ASTM C 1047.
  - 1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized steel sheet.
  - 2. Shapes:
    - a. Cornerbead.
    - b. U-Bead: J-shaped; exposed short flange does not receive joint compound.
    - c. Expansion (control) joint.

## 2.5 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475/C 475M.
- B. Joint Tape:
  - 1. Interior Gypsum Board: Paper.



- C. Joint Compound for Interior Gypsum Board: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.
  - 1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
  - 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.
    - a. Use setting-type compound for installing paper-faced metal trim accessories.
  - 3. Fill Coat: For second coat, use setting-type, sandable topping compound.
  - 4. Finish Coat: For third coat, use setting-type, sandable topping compound.

## 2.6 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.
- B. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
  - 1. Use screws complying with ASTM C 954 for fastening panels to steel members from **0.033 to 0.112 inch (0.84 to 2.84 mm)** thick.
  - 2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.
- C. Sound Attenuation Blankets: ASTM C 665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.
  - 1. Fire-Resistance-Rated Assemblies: Comply with mineral-fiber requirements of assembly.
- D. Acoustical Joint Sealant: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas and substrates including welded hollow-metal frames and framing, with Installer present, for compliance with requirements and other conditions affecting performance.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 APPLYING AND FINISHING PANELS, GENERAL

- A. Comply with ASTM C 840.
- B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.

- C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than **1/16 inch (1.5 mm)** of open space between panels. Do not force into place.
- D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- E. Form control and expansion joints with space between edges of adjoining gypsum panels.
- F. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.
  - 1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than **8 sq. ft. (0.7 sq. m)** in area.
  - 2. Fit gypsum panels around ducts, pipes, and conduits.
  - 3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow **1/4- to 3/8-inch-(6.4- to 9.5-mm-)**wide joints to install sealant.
- G. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments, except floors. Provide **1/4- to 1/2-inch-(6.4- to 12.7-mm-)**wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- H. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.
- I. Wood Framing: Install gypsum panels over wood framing, with floating internal corner construction. Do not attach gypsum panels across the flat grain of wide-dimension lumber, including floor joists and headers. Float gypsum panels over these members or provide control joints to counteract wood shrinkage.
- J. STC-Rated Assemblies: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written recommendations for locating edge trim and closing off sound-flanking paths around or through assemblies, including sealing partitions above acoustical ceilings.
- K. Install sound attenuation blankets before installing gypsum panels unless blankets are readily installed after panels have been installed on one side.

### 3.3 APPLYING INTERIOR GYPSUM BOARD

- A. Install interior gypsum board in the following locations:
  - 1. Wallboard Type: Vertical surfaces unless otherwise indicated.
  - 2. Ceiling Type: Ceiling surfaces.
  - 3. Abuse-Resistant Type: As indicated on Drawings.
- B. Single-Layer Application:
  - 1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing unless otherwise indicated.

2. On partitions/walls, apply gypsum panels horizontally (perpendicular to framing) unless otherwise indicated or required by fire-resistance-rated or acoustical assembly, and minimize end joints.
  - a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
3. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

### 3.4 INSTALLING TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Interior Trim: Install in the following locations:
  1. Cornerbead: Use at outside corners.
  2. U-Bead: Use at exposed panel edges.

### 3.5 FINISHING GYPSUM BOARD

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints, rounded or beveled edges, and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:
  1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
  2. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.
    - a. Primer and its application to surfaces are specified in Section 099123 "Interior Painting."

### 3.6 PROTECTION

- A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
- B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
  1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 092900

## SECTION 096513 - RESILIENT BASE AND ACCESSORIES

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section Includes:

1. Resilient base
2. Resilient molding accessories.

- B. Related Sections:

1. Section 096516 "Resilient Sheet Flooring" for resilient sheet floor coverings.
2. Section 096519 "Resilient Tile Flooring" for resilient floor tile.
3. Section 096566 "Resilient Athletic Flooring" for resilient floor coverings for use in athletic-activity or support areas.
4. Division 01 Section "Sustainable Design Requirements."

## 1.3 ACTION SUBMITTALS

- A. Samples for Verification: For each type of product indicated, in manufacturer's standard-size Samples but not less than 12 inches long, of each resilient product color, texture, and pattern required.

## 1.4 MATERIALS MAINTENANCE SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Furnish not less than 10 linear feet for every 500 linear feet or fraction thereof, of each type, color, pattern, and size of resilient product installed.

## 1.5 CONNECTICUT HIGH PERFORMANCE BUILDING REQUIREMENTS

- A. All contractors shall be required to implement practices and procedures to meet the Connecticut High Performance Building standards. This project, requires specific goals as outlined in Section 018113 – Sustainable Design Requirements. The contractor shall ensure that the requirements relating to these goals are implemented to the fullest extent. Substitutions, or other changes to the work proposed by the Contractor or their Subcontractor, shall not be allowed if such changes alter the compliance goals.

## 1.6 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: As determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.
  - 1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.

## 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F or more than 90 deg F.

## 1.8 PROJECT CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 65 deg F or more than 85 deg F, in spaces to receive resilient products during the following time periods:
  - 1. 48 hours before installation.
  - 2. During installation.
  - 3. 48 hours after installation.
- B. Until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 65 deg F or more than 85 deg F.
- C. Install resilient products after other finishing operations, including painting, have been completed.

## 1.9 CONNECTICUT HIGH PERFORMANCE BUILDING REQUIREMENTS

- A. The Owner requires the Contractor to implement practices and procedures to meet the project's environmental performance goals, which include complying with CTHPB standards. Specific project goals that may impact this area outline in specification section 018113 – Sustainable Design Requirements. The Contractor shall ensure that the requirements related to these goals, as defined in the sections below, are implemented to the fullest extent. Substitution, or other changes to the work proposed by the Contractor or their Subcontractors, shall not be allowed if such changes compromise the aforementioned environmental compliance goals.

## PART 2 - PRODUCTS

### 2.1 RESILIENT BASE

- A. Resilient Base:
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. **Johnsonite (Basis of Design) RB-1**
- B. Resilient Base Standard: ASTM F 1861.

1. Material Requirement: Thermoplastic Rubber
  2. Manufacturing Method: Group I (solid, homogeneous).
  3. Style: Millwork Wallbase
- C. Minimum Thickness: 1/8" (3.175mm).
- D. Height: 4 inches or 6 inches (As indicated on Drawings.)
- E. Lengths: coils in manufacturer's standard length.
- F. Outside Corners: Preformed.
- G. Inside Corners: Preformed.
- H. Finish: As selected by Architect from manufacturer's full range.
- I. Colors and Patterns: As selected by Architect from full range of industry colors.

## 2.2 RESILIENT MOLDING ACCESSORY

- A. Resilient Molding Accessory:
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Burke Mercer Flooring Products; Division of Burke Industries, Inc.
    - b. Johnsonite.
    - c. Roppe Corporation, USA.
- B. Description: Cap for cove resilient floor covering, Carpet edge for glue-down applications, Nosing for carpet, Nosing for resilient floor covering, Reducer strip for resilient floor covering, Joiner for tile and carpet and Transition strips.
- C. Material: Rubber.
- D. Profile and Dimensions: Wheeled Traffic Transitions
- E. Colors and Patterns: As indicated on Finish Legend

## 2.3 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation provided or approved by manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.
1. Adhesives shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24), except that adhesive for rubber stair treads shall have a VOC content of 60 g/L or less.

- a. Cove Base Adhesives: Not more than 50 g/L.
  - b. Rubber Floor Adhesives: Not more than 60 g/L.
- C. Stair-Tread-Nose Filler: Two-part epoxy compound recommended by resilient tread manufacturer to fill nosing substrates that do not conform to tread contours.
- D. Metal Edge Strips: Extruded aluminum with mill finish of width shown, of height required to protect exposed edges of tiles, and in maximum available lengths to minimize running joints.
- E. Floor Polish: Provide protective liquid floor polish products as recommended by resilient stair tread manufacturer.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Concrete Substrates for Resilient Stair Treads and Accessories: Prepare according to ASTM F 710.
  - 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
  - 2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
  - 3. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer.
  - 4. Moisture Testing: Perform tests recommended by manufacturer and as follows. Proceed with installation only after substrates pass testing.
    - a. Perform anhydrous calcium chloride test, ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. in 24 hours.
    - b. Perform relative humidity test using in situ probes, ASTM F 2170. Proceed with installation only after substrates have maximum 75 percent relative humidity level measurement.
- C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- D. Do not install resilient products until they are same temperature as the space where they are to be installed.

1. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- E. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

### 3.3 RESILIENT BASE INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.
- G. Preformed Corners: Install preformed corners before installing straight pieces.

### 3.4 RESILIENT ACCESSORY INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient accessories.
- B. Resilient Stair Accessories:
1. Use stair-tread-nose filler to fill nosing substrates that do not conform to tread contours.
  2. Tightly adhere to substrates throughout length of each piece.
  3. For treads installed as separate, equal-length units, install to produce a flush joint between units.
- C. Resilient Molding Accessories: Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at edges of carpet and resilient floor covering that would otherwise be exposed.

### 3.5 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protection of resilient products.
- B. Perform the following operations immediately after completing resilient product installation:
1. Remove adhesive and other blemishes from exposed surfaces.
  2. Sweep and vacuum surfaces thoroughly.
  3. Damp-mop surfaces to remove marks and soil.
- C. Protect resilient products from marks, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.



- D. Cover resilient products until Substantial Completion.

END OF SECTION 096513

## SECTION 096519 - RESILIENT TILE FLOORING

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section Includes:

1. Resilient Recycled Vinyl floor planks.
2. Rubber floor tile.
3. Vinyl Enhanced Tile

- B. Related Sections:

1. Section 096513 "Resilient Base and Accessories" for resilient base, reducer strips, and other accessories installed with resilient floor coverings.
2. Section 096516 "Resilient Sheet Flooring" for resilient sheet floor Coverings.
3. Section 096566 "Resilient Athletic Flooring" for resilient floor coverings for use in athletic-activity or support areas.
4. Division 01 Section "Sustainable Design Requirements."

## 1.3 ACTION SUBMITTALS

- A. Samples for Verification: Full-size units of each color and pattern of floor tile required.

## 1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For each type of floor tile to include in maintenance manuals.

## 1.5 MATERIALS MAINTENANCE SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Floor Planks: Furnish 1 box for every 50 boxes or fraction thereof, of each type, color, and pattern of floor tile installed.

## 1.6 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: As determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.

1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store floor tile and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F or more than 90 deg F. Store floor tiles on flat surfaces.

#### 1.8 PROJECT CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 95 deg F, in spaces to receive floor tile during the following time periods:
  1. 48 hours before installation.
  2. During installation.
  3. 48 hours after installation.
- B. Until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F or more than 95 deg F.
- C. Close spaces to traffic during floor tile installation.
- D. Close spaces to traffic for 48 hours after floor tile installation.
- E. Install floor tile after other finishing operations, including painting, have been completed.

#### 1.9 CONNECTICUT HIGH PERFORMANCE BUILDING REQUIREMENTS

- A. The Owner requires the Contractor to implement practices and procedures to meet the project's environmental performance goals, which include complying with CTHPB standards. Specific project goals that may impact this area outline in specification section 018113 – Sustainable Design Requirements. The Contractor shall ensure that the requirements related to these goals, as defined in the sections below, are implemented to the fullest extent. Substitution, or other changes to the work proposed by the Contractor or their Subcontractors, shall not be allowed if such changes compromise the aforementioned environmental compliance goals.

### PART 2 - PRODUCTS

#### 2.1 RESILIENT VINYL FLOOR TILE FOR HEAVY COMMERCIAL USE

- A. Products: Subject to compliance with requirements, provide the following:
- B. **LVT-1**
  1. **Manufacturer: Armstrong Natural Creations. Style: Driftwood Grey. (Basis of Design)**
    - a. Tile Standard: ASTM F 1700.
    - b. Classification: 20 Mill, Type 1, Grade 1. Embossed, UV commercial grade wear layer over print design.
    - c. Overall Thickness: .160" (4.0mm.)
    - d. Wear Layer: .020" (0.5 mm)

- e. Plank Size: 4" X 36".
  - f. Seaming Method: Standard
2. Test Data:
    - a. Critical Radiant Flux (Flammability): Meets ASTM D 648-03, Class 1
    - b. Smoke Generation: ASTM E 662, 450 or less
    - c. Chemical Resistance: Meets or exceeds ASTM F 925
    - d. Dimensional Stability: Exceeds ASTM F 2199
    - e. 10 Year limited commercial warranty
  3. Accessories:
    - a. Adhesives: Adhesives as recommended by flooring manufacturer to suit material and substrate conditions.
    - b. Concrete Slab Primer: Non-staining type as recommended by flooring manufacturer.
    - c. Patching, Leveling, Underlayment: Mastic Latex Type equivalent to Camps latex underlayment.
  4. Installation:
    - a. I-Set Installation System, see manufacturer's instructions.

### C. VCT-1

1. **Manufacturer: Armstrong Standard Excelon Style: Imperial Texture, Blue Dreams 57508 (Basis of Design)**
  - a. Tile Standard: ASTM F 1066
  - b. Overall Thickness: 1/8"
  - c. Wear Layer: 1/8"
  - d. Tile Size: 12" x 12"
2. Test Data:
  - a. Critical Radiant Flux (Flammability): Meets ASTM E 648, Class 1
  - b. Smoke Generation: Meets ASTM E 662, 450 or less
  - c. Chemical Resistance: Meets or exceeds ASTM F 925
  - d. Dimensional Stability: Exceeds ASTM F 2199
  - e. 5 Year limited commercial warranty
3. Accessories:
  - a. Adhesives: Adhesives as recommended by flooring manufacturer to suit material and substrate conditions.
  - b. Concrete Slab Primer: Non-staining type as recommended by flooring manufacturer.
  - c. Patching, Leveling, Underlayment: Mastic Latex Type equivalent to Camps latex underlayment.
4. Installation:
  - a. See manufacturer's instructions.

## 2.2 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation provided or approved by manufacturer for applications indicated.
- B. I-Set Installation System
- C. Floor Polish: Not required

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of floor tile.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Concrete Substrates: Prepare according to ASTM F 710.
  - 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
  - 2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
  - 3. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.
  - 4. Moisture Testing: Perform tests recommended by manufacturer and as follows. Proceed with installation only after substrates pass testing.
    - a. Perform anhydrous calcium chloride test, ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. in 24 hours.
    - b. Perform relative humidity test using in situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum 75% relative humidity level measurement.
- C. Access Flooring Panels: Remove protective film of oil or other coating using method recommended by access flooring manufacturer.
- D. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- E. Do not install floor tiles until they are same temperature as space where they are to be installed.
  - 1. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- F. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

### 3.3 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protection of floor tile.
- B. Perform the following operations immediately after completing floor tile installation:

1. Remove adhesive and other blemishes from exposed surfaces.
  2. Sweep and vacuum surfaces thoroughly.
  3. Damp-mop surfaces to remove marks and soil.
- C. Protect floor tile products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Floor Polish: None Required.
- E. Cover floor tile until Substantial Completion.

END OF SECTION 096519

## SECTION 096813 - TILE CARPETING

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section includes modular, tufted carpet tile.
- B. Related Requirements:
  - 1. Section 096513 "Resilient Base and Accessories" for resilient wall base and accessories installed with carpet tile.
  - 2. Section 096816 "Sheet Carpeting."
  - 3. Division 01 Section "Sustainable Design Requirements."

## 1.3 ACTION SUBMITTALS

- A. Samples: For each of the following products and for each color and texture required. Label each Sample with manufacturer's name, material description, color, pattern, and designation indicated on Drawings and in schedules.
  - 1. Carpet Tile: Full-size Sample.
  - 2. Exposed Edge, Transition, and Other Accessory Stripping: 12-inch- long Samples.

## 1.4 INFORMATIONAL SUBMITTALS

- A. Sample Warranty: For special warranty.

## 1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For carpet tiles to include in maintenance manuals. Include the following:
  - 1. Methods for maintaining carpet tile, including cleaning and stain-removal products and procedures and manufacturer's recommended maintenance schedule.
  - 2. Precautions for cleaning materials and methods that could be detrimental to carpet tile.

## 1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Carpet Tile: Full-size units equal to 5 percent of amount installed for each type indicated, but not less than 10 sq. yd..

## 1.7 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who is certified by the International Certified Floorcovering Installers Association at the Master II certification level.

## 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Comply with CRI 104.

## 1.9 FIELD CONDITIONS

- A. Comply with CRI 104 for temperature, humidity, and ventilation limitations.
- B. Environmental Limitations: Do not deliver or install carpet tiles until spaces are enclosed and weathertight, wet work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at occupancy levels during the remainder of the construction period.
- C. Do not install carpet tiles over concrete slabs until slabs have cured and are sufficiently dry to bond with adhesive and concrete slabs have pH range recommended by carpet tile manufacturer.
- D. Where demountable partitions or other items are indicated for installation on top of carpet tiles, install carpet tiles before installing these items.

## PART 2 - PRODUCTS

## 2.1 CARPET TILE / C-1

- A. Basis-of-Design Product: Subject to compliance with requirements, provide **Basis of Design - Mannington Commercial** or comparable product by one of the following:
  - 1. Tandus Flooring
  - 2. Interface Flooring
- B. Color: As selected by Architect from manufacturer's full range. / See finish legend
- C. Pattern: As selected by Architect from manufacturer's full range. / See finish legend
- D. Fiber Content: Invista Antron Lumena, Hollow Filament Nylon
- E. Pile Characteristic: Enhanced Textured Loop
- F. Gage: 1/10 inch
- G. Tufted Weight: 20 oz./sq. yd. for finished carpet tile.
- H. Primary Backing/Backcoating: 100% Synthetic
- I. Size: 24" x 24"
- J. Applied Soil-Resistance Treatment: Manufacturer's standard material / Duratech



## 2.2 INSTALLATION ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided or recommended by carpet tile manufacturer.
- B. Adhesives: Water-resistant, mildew-resistant, nonstaining, pressure-sensitive type to suit products and subfloor conditions indicated, that complies with flammability requirements for installed carpet tile and is recommended by carpet tile manufacturer for releasable installation.
  - 1. Adhesives shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- C. Metal Edge/Transition Strips: Extruded aluminum with mill finish of profile and width shown, of height required to protect exposed edge of carpet, and of maximum lengths to minimize running joints.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet tile performance. Examine carpet tile for type, color, pattern, and potential defects.
- B. Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710 and the following:
  - 1. Slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials that may interfere with adhesive bond. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by carpet tile manufacturer.
  - 2. Subfloor finishes comply with requirements specified in Section 033000 "Cast-in-Place Concrete" for slabs receiving carpet tile.
  - 3. Subfloors are free of cracks, ridges, depressions, scale, and foreign deposits.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. General: Comply with CRI 104, Section 6.2, "Site Conditions; Floor Preparation," and with carpet tile manufacturer's written installation instructions for preparing substrates indicated to receive carpet tile installation.
- B. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions 1/8 inch wide or wider and protrusions more than 1/32 inch unless more stringent requirements are required by manufacturer's written instructions.
- C. Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by carpet tile manufacturer.

- D. Clean metal substrates of grease, oil, soil and rust, and prime if directed by adhesive manufacturer. Rough sand painted metal surfaces and remove loose paint. Sand aluminum surfaces, to remove metal oxides, immediately before applying adhesive.
- E. Broom and vacuum clean substrates to be covered immediately before installing carpet tile.

### 3.3 INSTALLATION

- A. General: Comply with CRI 104, Section 14, "Carpet Modules," and with carpet tile manufacturer's written installation instructions.
- B. Installation Method: Peel & Stick; install carpet tiles without adhesive.
- C. Maintain dye lot integrity. Do not mix dye lots in same area.
- D. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet tile manufacturer.
- E. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on finish flooring as marked on subfloor. Use nonpermanent, nonstaining marking device.
- G. Install pattern parallel to walls and borders.

### 3.4 CLEANING AND PROTECTION

- A. Perform the following operations immediately after installing carpet tile:
  - 1. Remove excess adhesive, seam sealer, and other surface blemishes using cleaner recommended by carpet tile manufacturer.
  - 2. Remove yarns that protrude from carpet tile surface.
  - 3. Vacuum carpet tile using commercial machine with face-beater element.
- B. Protect installed carpet tile to comply with CRI 104, Section 16, "Protecting Indoor Installations."
- C. Protect carpet tile against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet tile manufacturer.

END OF SECTION 096813

## SECTION 099123 - INTERIOR PAINTING

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## SUMMARY

- B. Section includes surface preparation and the application of paint systems on the following interior substrates:
  - 1. Concrete masonry units (CMU).
  - 2. Gypsum board.
- C. Related Requirements:
  - 1. Section 017419 Construction Waste Management and Disposal.
  - 2. Section 015010 Temporary Environmental Controls.

## 1.2 DEFINITIONS

- A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- B. Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- C. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- D. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
- E. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.
- F. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
- G. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

## 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples for Initial Selection: For each type of topcoat product.

- C. Product List: For each product indicated, include the following:
1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
  2. Printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.
  3. VOC content.

#### 1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
1. Paint: 5 percent, but not less than 1 gal. of each material and color applied.

#### 1.5 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
    1. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft..
    2. Other Items: Architect will designate items or areas required.
  2. Final approval of color selections will be based on mockups.
    1. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.
  3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
1. Maintain containers in clean condition, free of foreign materials and residue.
  2. Remove rags and waste from storage areas daily.

#### 1.7 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.

- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Sherwin-Williams Company.
  - 2. Benjamin Moore & Co.
  - 3. ICI Paints.
- B. Products: Subject to compliance with requirements, provide product listed in other Part 2 articles for the paint category indicated.

### 2.2 PAINT, GENERAL

- A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."
- B. Material Compatibility:
  - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- A. VOC Content: Products shall comply with VOC limits of authorities having jurisdiction and, for interior paints and coatings applied at Project site, the following VOC limits, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24). Paints must be GreenGuard Certified or Equal.
  - 1. Flat Paints and Coatings: 50 g/L.
  - 2. Nonflat Paints and Coatings: 150 g/L.
  - 3. Dry-Fog Coatings: 400 g/L.
  - 4. Primers, Sealers, and Undercoaters: 200 g/L.
  - 5. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
  - 6. Zinc-Rich Industrial Maintenance Primers: 340 g/L.
  - 7. Pretreatment Wash Primers: 420 g/L.
  - 8. Floor Coatings: 100 g/L.
  - 9. Shellacs, Clear: 730 g/L.
  - 10. Shellacs, Pigmented: 550 g/L.
- B. Colors: As indicated in a color schedule.
  - 1. 20 percent of surface area will be painted with deep tones.

## 2.3 BLOCK FILLERS

- A. Block Filler, Latex, Interior/Exterior: MPI #4.
  - 1. Sherwin Williams, Prep Rite or equal.

## 2.4 PRIMERS/SEALERS

- A. Primer Sealer, Interior, Institutional Low Odor/VOC: MPI #149.

## 2.5 METAL PRIMERS

- A. Primer, Rust-Inhibitive, Water Based: MPI #107.
- B. Primer, Quick Dry, for Aluminum: MPI #95.

## 2.6 WATER-BASED PAINTS

- A. Latex, Interior, Flat, (Gloss Level 1): MPI #53.
  - 1. Sherwin Williams, Pro Mar 200 Zero VOC's or equal.
- B. Latex, Interior, (Gloss Level 2): MPI #44.
  - 1. Sherwin Williams, Pro Mar 200 Zero VOC's or equal.
- C. Latex, Interior, (Gloss Level 3): MPI #52.
  - 1. Sherwin Williams, Pro Green 200 or equal.
- D. Latex, Interior, (Gloss Level 4): MPI #43.
  - 1. Sherwin Williams, Pro Mar 200 Zero VOC's or equal.
- E. Latex, Interior, Semi-Gloss, (Gloss Level 5): MPI #54.
  - 1. Sherwin Williams, Pro Green 200 or equal.
- F. Latex, Interior, Gloss, (Gloss Level 6, except minimum gloss of 65 units at 60 degrees): MPI #114.
  - 1. Sherwin Williams, Pro Industrial or equal.
- G. Latex, Interior, Institutional Low Odor/VOC, Flat (Gloss Level 1): MPI #143.
  - 1. Sherwin Williams, Pro Mar 200 Zero VOC's or equal.
- H. Latex, Interior, Institutional Low Odor/VOC, (Gloss Level 2): MPI #144.
  - 1. Sherwin Williams, Pro Mar 200 Zero VOC's or equal.
- I. Latex, Interior, Institutional Low Odor/VOC, (Gloss Level 3): MPI #145.
  - 1. Sherwin Williams, Pro Mar 200 Zero VOC's or equal.
- J. Latex, Interior, Institutional Low Odor/VOC, Semi-Gloss (Gloss Level 5): MPI #147.
  - 1. Sherwin Williams, Pro Industrial or equal.
- K. Pre-Catalyzed Water-based Epoxy, 113.01, K46-150, Sherwin Williams Pro Industrial, MPI # 115.
  - 1. Sherwin Williams, Pro Industrial or equal.

## 2.7 SOURCE QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:
1. Owner will engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
  2. Testing agency will perform tests for compliance with product requirements.
  3. Owner may direct Contractor to stop applying coatings if test results show materials being used do not comply with product requirements. Contractor shall remove non-complying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
1. Masonry (Clay and CMU): 12 percent.
  2. Wood: 15 percent.
  3. Gypsum Board: 12 percent.
- C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- D. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- E. Proceed with coating application only after unsatisfactory conditions have been corrected.
1. Application of coating indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceed that permitted in manufacturer's written instructions.
- E. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer but not less than the following:
  1. SSPC-SP 2, "Hand Tool Cleaning."
  2. SSPC-SP 3, "Power Tool Cleaning."
  3. SSPC-SP 7/NACE No. 4, "Brush-off Blast Cleaning."
  4. SSPC-SP 11, "Power Tool Cleaning to Bare Metal."
- F. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- G. Aluminum Substrates: Remove loose surface oxidation.

### 3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
  1. Use applicators and techniques suited for paint and substrate indicated.
  2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
  3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
  4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
  5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
  1. Paint the following work where exposed in equipment rooms:
    1. Equipment, including panel boards.
  2. Paint the following work where exposed in occupied spaces:



1. Other items as directed by Architect.
3. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.

### 3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
  1. Contractor shall touch up and restore painted surfaces damaged by testing.
  2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

### 3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

### 3.6 INTERIOR PAINTING SCHEDULE

- A. CMU Substrates:
  1. Institutional Low-Odor/VOC Latex System:
    1. Block Filler: Block filler, latex, interior/exterior, MPI #4.
    2. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
    3. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 3), MPI #145.
    4. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (Gloss Level 5), MPI #147.
- B. Gypsum Board Substrates:
  1. Institutional Low-Odor/VOC Latex System:
    1. Prime Coat: Primer sealer, interior, institutional low odor/VOC, MPI #149.
    2. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
    3. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 3), MPI #145.
    4. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (Gloss Level 5), MPI #147.

END OF SECTION 099123

## SECTION 101419 - DIMENSIONAL LETTER SIGNAGE

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section Includes:
  - 1. Fabricated channel dimensional characters.

## 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For dimensional letter signs.
  - 1. Include fabrication and installation details and attachments to other work.
  - 2. Show sign mounting heights, locations of supplementary supports to be provided by others, and accessories.
  - 3. Show message list, typestyles, graphic elements, and layout for each sign.
- C. Samples for Initial Selection: For each type of sign assembly, exposed component, and exposed finish.
  - 1. Include representative Samples of available typestyles and graphic symbols.
- D. Sign Schedule: Use same designations specified or indicated on Drawings or in a sign schedule.

## 1.4 INFORMATIONAL SUBMITTALS

- A. Sample Warranty: For special warranty.

## 1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For signs to include in maintenance manuals.

## 1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.

## 1.7 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:
  - a. Deterioration of finishes beyond normal weathering.
  - b. Separation or delamination of sheet materials and components.
2. Warranty Period: Five years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 DIMENSIONAL CHARACTERS

- A. Fabricated Channel Characters: Metal face and side returns, formed free from warp and distortion; with uniform faces, sharp corners, and precisely formed lines and profiles; internally braced for stability and for securing fasteners; and as follows.
  1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  2. Character Material: Sheet or plate aluminum.
  3. Material Thickness: Manufacturer's standard for size and design of character.
  4. Character Height: 10".
  5. Character Depth: 1".
  6. Finishes: Brushed.
    - a. Overcoat: Clear organic coating.
  7. Mounting: Manufacturer's standard for size and design of character.
    - a. Hold characters at manufacturer's recommended distance from wall surface.

### 2.2 DIMENSIONAL CHARACTER MATERIALS

- A. Aluminum Sheet and Plate: **ASTM B 209 (ASTM B 209M)**, alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated.
- B. Aluminum Extrusions: **ASTM B 221 (ASTM B 221M)**, alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated.
- C. Paints and Coatings for Sheet Materials: Inks, dyes, and paints that are recommended by manufacturer for optimum adherence to surface and are UV and water resistant for colors and exposure indicated.

### 2.3 ACCESSORIES

- A. Fasteners and Anchors: Manufacturer's standard as required for secure anchorage of signage, noncorrosive and compatible with each material joined, and complying with the following:
  1. Use concealed fasteners and anchors unless indicated to be exposed.

### 2.4 FABRICATION

- A. General: Provide manufacturer's standard sign assemblies according to requirements indicated.
  1. Preassemble signs and assemblies in the shop to greatest extent possible. Disassemble signs and assemblies only as necessary for shipping and handling limitations. Clearly mark units for reassembly and installation; apply markings in locations concealed from view after final assembly.

2. Mill joints to a tight, hairline fit. Form assemblies and joints exposed to weather to resist water penetration and retention.
3. Comply with AWS for recommended practices in welding and brazing. Provide welds and brazes behind finished surfaces without distorting or discoloring exposed side. Clean exposed welded and brazed connections of flux, and dress exposed and contact surfaces.
4. Conceal connections if possible; otherwise, locate connections where they are inconspicuous.
5. Internally brace signs for stability and for securing fasteners.
6. Provide rebates, lugs, and brackets necessary to assemble components and to attach to existing work. Drill and tap for required fasteners. Use concealed fasteners where possible; use exposed fasteners that match sign finish.

## 2.5 GENERAL FINISH REQUIREMENTS

- A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- C. Organic, Anodic, and Chemically Produced Finishes: Apply to formed metal after fabrication but before applying contrasting polished finishes on raised features unless otherwise indicated.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of signage work.
- B. Verify that sign-support surfaces are within tolerances to accommodate signs without gaps or irregularities between backs of signs and support surfaces unless otherwise indicated.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. General: Install signs using mounting methods indicated and according to manufacturer's written instructions.
  1. Install signs level, plumb, true to line, and at locations and heights indicated, with sign surfaces free of distortion and other defects in appearance.
  2. Before installation, verify that sign surfaces are clean and free of materials or debris that would impair installation.
  3. Corrosion Protection: Coat concealed surfaces of exterior aluminum in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.

### 3.3 ADJUSTING AND CLEANING

- A. Remove and replace damaged or deformed characters and signs that do not comply with specified requirements. Replace characters with damaged or deteriorated finishes or components that cannot be successfully repaired by finish touchup or similar minor repair procedures.
- B. Remove temporary protective coverings and strippable films as signs are installed.
- C. On completion of installation, clean exposed surfaces of signs according to manufacturer's written instructions, and touch up minor nicks and abrasions in finish. Maintain signs in a clean condition during construction and protect from damage until acceptance by Owner.

END OF SECTION 101419

## SECTION 131010 - BULLET RESISTANT PARTITIONS AND EQUIPMENT

## PART 1 GENERAL

## 1.1 SECTION INCLUDES

- A. Bullet Resistant Transaction Windows.

## 1.2 RELATED SECTIONS

- A. Section 06 10 00 - Rough Carpentry.
- B. Section 08 70 00 - Hardware.
- C. Section 08 81 00 - Glass.

## 1.3 REFERENCES

- A. ASTM A 666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate and Flat Bar.
- B. ASTM B 209/B 209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- C. NIJ Standard 0108.01 - (National Institute of Justice) Standard for Ballistic Resistant Protective Materials.
- D. Underwriters Laboratories: UL 752 - Standard for Bullet Resisting Equipment.

## 1.4 PERFORMANCE REQUIREMENTS

- A. Design, fabricate and install all partition materials specified in this section to meet or exceed the requirements of UL 752.

## 1.5 SUBMITTALS

- A. Submit under provisions of Section 01 30 00.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
  - 1. Preparation instructions and recommendations.
  - 2. Storage and handling requirements and recommendations.
  - 3. Installation methods.
- C. Shop Drawings: Submit Manufacturer approved shop drawings detailing plan, section and elevation views as necessary to ensure proper field installation procedures. Coordinate locations with those listed in the Contract Drawings.
- D. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.
- E. Verification Samples: For each finish product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.

## 1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: All primary products specified in this section will be supplied by a single manufacturer with a minimum of ten (10) years experience.

- B. Installer Qualifications: All products listed in this section are to be installed by a single installer with a minimum of five (5) years demonstrated experience in installing products of the same type and scope as specified.
- C. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
  - 1. Finish areas designated by Architect.
  - 2. Do not proceed with remaining work until workmanship, color, and sheen are approved by Architect.
  - 3. Refinish mock-up area as required to produce acceptable work.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store and dispose of hazardous materials, and materials contaminated by hazardous materials, in accordance with requirements of local authorities having jurisdiction.

#### 1.8 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

#### 1.9 WARRANTY

- A. At project closeout, provide to Owner or Owners Representative an executed copy of the manufacturer's standard limited warranty against manufacturing defect, outlining its terms, conditions, and exclusions from coverage.

### PART 2 PRODUCTS

#### 2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Total Security Solutions, which is located at: 170 National Park Dr.; Fowlerville, MI 48836; Tel: 517-223-7807; Fax: 517-223-0805; Email:[request info \(info@tssbulletproof.com\)](mailto:info@tssbulletproof.com); Web:[www.tssbulletproof.com](http://www.tssbulletproof.com)
- B. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00.

#### 2.2 BULLET RESISTANT TRANSACTION MODULES

- A. Construction:
  - 1. Model: Interior - Natural Voice Transmission (NVR).
  - 2. Rating: UL 752 Level 1.
  - 3. Frame: Aluminum tube and fixed glazing channel. Glazing is wrapped with anodized aluminum channels.
  - 4. Counter Construction: Stainless Steel, No. 4 Brushed Finish.
  - 5. Deal Tray: Stainless steel - recessed.
- B. Glazing: As specified in Article 2.2 of this section. Meets Underwriters Laboratories Standard 752 for bullet resistance and/or tested by H.P. White Laboratory for specified bullet resistance.
  - 1. Glazing Type: Laminated polycarbonate.
- C. Voice Transmission:
  - 1. System Type: MK-2.

### PART 3 EXECUTION



## 3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

## 3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

## 3.3 INSTALLATION

- A. Install in accordance with manufacturer's instructions.

## 3.4 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

## **ATTACHMENT A-2**

Project plans, specifications, drawings, supplemental conditions, consisting of drawings prepared by Architect Friar Associates Inc., entitled Crosby High School Main Office Renovation dated December 21, 2016, issued for bid February 27, 2017 (R1.1-R1.3A, A1.1-A12.1A, E1.1B-E3.1 and M1.1B-M2.2) consisting of 33 pages. (Attached hereto.)

# CROSBY HIGH SCHOOL

300 PIERPONT ROAD

WATERBURY, CT 06705

MAIN OFFICE RENOVATION

DECEMBER 21, 2016

## ARCHITECT

FRIAR ASSOCIATES INC.  
281 FARMINGTON AVENUE  
FARMINGTON, CONNECTICUT 06032

SUPERINTENDENT OF SCHOOLS  
DR. KATHLEEN M. OUELLETTE

MAYOR  
NEIL O'LEARY

## MECHANICAL & ELECTRICAL ENGINEER

FRIAR ASSOCIATES II, LLC  
281 FARMINGTON AVENUE  
FARMINGTON, CT.

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THOMAS VAN STONE SR.

## INDEX OF DRAWINGS

### COVER SHEET

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R1.2 WALL TYPES, U.L. RATINGS & CODE INFORMATION  
R1.3B BASE BID EGRESS PLAN  
R1.3A ALTERNATE EGRESS PLAN

### ARCHITECTURAL

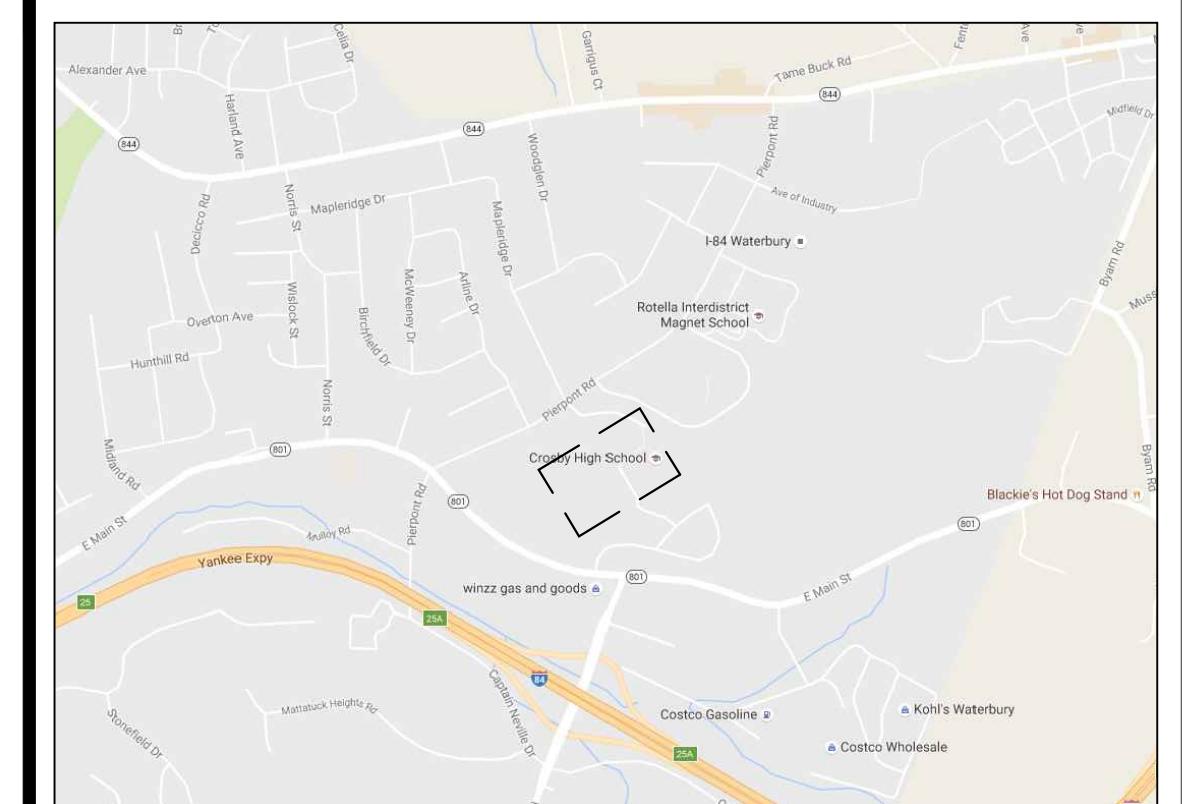
A1.1 DEMOLITION FLOOR PLAN - MAIN OFFICE - SECOND FLOOR  
A1.2B BASE BID FLOOR PLAN - MAIN OFFICE - SECOND FLOOR  
A1.2A ALTERNATE FLOOR PLAN - MAIN OFFICE - SECOND FLOOR  
A5.1 WALL SECTIONS & DETAILS  
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A8.1 DOOR ELEVATIONS, DETAILS & SCHEDULE  
A8.2 WINDOW ELEVATIONS, DETAILS & SCHEDULE  
A9.1B BASE BID REFLECTED CEILING PLAN  
A9.1A ALTERNATE REFLECTED CEILING PLAN  
A10.1 INTERIOR ELEVATIONS  
A11.1 CASEWORK ELEVATIONS  
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A12.1B BASE BID FINISH PLAN  
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### ELECTRICAL

E1.1B BASE BID ELECTRICAL LIGHTING FLOOR PLAN  
E1.2B BASE BID ELECTRICAL POWER FLOOR PLANS  
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E1.2A ALTERNATE ELECTRICAL POWER FLOOR PLANS  
E2.1 ELECTRICAL RISER DIAGRAMS & SCHEDULES  
E2.2 ELECTRICAL DETAILS  
E3.1 ELECTRICAL SPECIFICATION

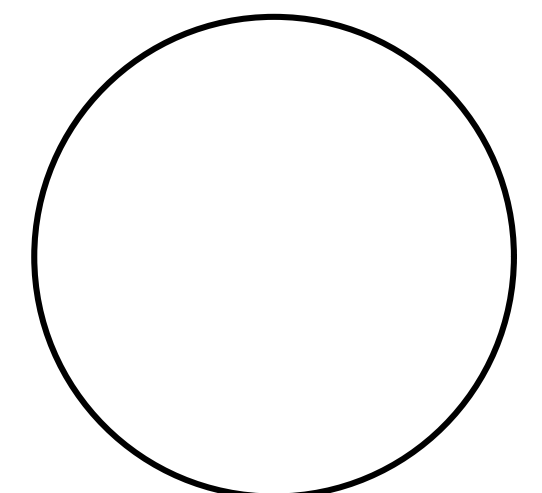
### MECHANICAL

M1.1B BASE BID MECHANICAL DEMOLITION FLOOR PLANS  
M1.2B BASE BID MECHANICAL NEW WORK FLOOR PLANS  
M1.1A ALTERNATE MECHANICAL/ PLUMBING DEMOLITION FLOOR PLANS  
M1.2A ALTERNATE MECHANICAL NEW WORK FLOOR PLANS  
M2.1 MECHANICAL SPECIFICATION  
M2.2 MECHANICAL SPECIFICATION



SITE LOCATION MAP

SET NUMBER



# MOUNTING HEIGHTS

## ELECTRICAL MOUNTING HEIGHTS

ALL MOUNTING HEIGHTS TO BE COORDINATED WITH BLOCK COURSING AS OCCURS. CONSULT ARCHITECT IF EXISTING CONDITIONS DIFFER.  
ALL DIMENSIONS ARE TO THE CENTER OF THE DEVICE UNLESS OTHERWISE NOTED. SEE ELECTRICAL DRAWINGS FOR TYPES AND LOCATIONS.

RECEPTACLES: 18" A.F.F. (AT LOCATIONS ABOVE CASEWORK, MOUNT BOTTOM OF RECEPTACLE AT 2" ABOVE BACKSPASH. AT LOCATIONS BELOW CASEWORK, MOUNT AT 24" A.F.F.)

WIREMOLD: 24" A.F.F. (AT LOCATIONS ABOVE CASEWORK, MOUNT BOTTOM OF WIREMOLD AT 2" ABOVE BACKSPASH)

EXTERIOR RECEPTACLES: 24" A.F.F. (20" A.F.F.)

SWITCHES: 48" A.F.F.

BOILER EMERGENCY SWITCHES : 60" A.F.F.

DATA / PHONE OUTLETS: 18" A.F.F.

TV OUTLETS: 18" A.F.F. OR 18" BELOW FINISHED CEILING\*  
\* FIELD VERIFY CEILING HEIGHTS WITH COORDINATION DRAWINGS

WALL PHONE: 48" A.F.F. TO CENTER OF EARPIECE

SECURITY KEYPAD: 48" A.F.F.

MICROPHONE WALL JACK : 18" A.F.F.

FIRE ALARM PULL STATION: 48" A.F.F.

FIRE ALARM VISUAL/AUDIO INDICATING UNITS: 6"-8" TO BOTTOM OF UNIT

AREA OF REFUGE CALL STATION: 48" A.F.F.

EMERGENCY SHUT-OFF SWITCH / PUSH BUTTON: 48" A.F.F.

EMERGENCY CALL SWITCH: 36" A.F.F.

EMERGENCY CALL BELL / LIGHT: +/- 7'-6" A.F.F., CENTER ABOVE DOOR

WALL MOUNTED EXIT SIGNS: 7'-6" A.F.F.

WALL MOUNTED CLOCKS AND SPEAKERS: +/- 7'-6" A.F.F.

# NOTES

## CONSTRUCTION NOTES

- ALL WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH ALL NATIONAL, STATE AND LOCAL CODES AND ORDINANCES.
- DO NOT SCALE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATION OF DIMENSIONS FROM THE ARCHITECT BEFORE CONTINUING WITH CONSTRUCTION.
- CONTRACT DRAWINGS MAY VARY FROM ACTUAL FIELD CONDITIONS. CONTRACTOR SHALL CORRECT DIMENSIONS OF ALL MATERIALS TO CARRY OUT THE INTENT OF THE CONTRACT DRAWINGS. VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS IN FIELD BEFORE ORDERING ANY MATERIALS. CONTRACTOR SHALL NOTIFY ARCHITECT PROMPTLY OF ANY CRITICAL DISCREPANCIES BEFORE PROCEEDING WITH WORK.
- ALL NEW WORK SHALL BE IMPLEMENTED SO AS TO PROVIDE A SMOOTH AND CONTINUOUS SURFACE WITH ALL EXISTING CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK NECESSARY TO ACHIEVE THIS REQUIREMENT, EVEN THOUGH PROCEDURES ARE NOT DETAILED FOR EACH SPECIFIC CONDITION OR COMBINATION OF CONDITIONS. QUALITY OF WORKMANSHIP, MATERIALS AND FINISHES SHALL BE EQUAL TO THE LEVEL ESTABLISHED FOR SIMILAR CONSTRUCTION, EXCEPT WHERE EXISTING APPEARANCE IS TO BE MATCHED TO ACHIEVE CONTINUITY.
- CUTTING AND PATCHING SHALL BE THE RESPONSIBILITY OF THE TRADE WHOSE WORK RESULTS IN THE NEED FOR CUTTING AND PATCHING UNLESS A SPECIFIC CONTRACTOR IS CALLED OUT ON THE DRAWINGS. ALL HOLES LEFT BY REMOVING MECHANICAL, PLUMBING AND ELECTRICAL EQUIPMENT, ETC. SHALL BE PATCHED.
- UNLESS OTHERWISE NOTED OR DIMENSIONED, NEW PARTITIONS SHALL BE CENTERED ON BUILDING COLUMN GRID OR WINDOW MULLIONS.
- CONTRACTOR SHALL PROVIDE WOOD BLOCKING AT WALLS AS REQUIRED TO SUPPORT PIPING, CABINETS TV BRACKETS AND RELATED ITEMS.
- WHERE REQUIRED, SEISMIC BRACING SHALL BE PROVIDED AT SUSPENDED CEILINGS. SEE 1/R1.2.
- ALL EGRESS DOORS SHALL BE NON-LOCKING IN DIRECTION OF TRAVEL.
- ALL PARTITIONS ARE TO EXTEND TO UNDERSIDE OF DECK ABOVE.

## DEMOLITION NOTES

- ALL WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH ALL NATIONAL, STATE, LOCAL CODES & ORDINANCES.
- THE DEMOLITION PLANS ARE DIAGRAMMATIC AND INTENDED TO HOW THE GENERAL EXTENT OF THE WORK ONLY. THE CONTRACTOR SHALL INCLUDE ALL DEMOLITION WORK REQUIRED TO ACCOMPLISH THE INTENT OF THE PLANS AND SPECIFICATIONS.
- ALL DEMOLISHED ITEMS SHALL BE REMOVED FROM BUILDING / SITE UNLESS NOTED OTHERWISE. COORDINATE WITH OWNER FOR DELIVERY OF ITEMS NOTED TO REMAIN OWNERS PROPERTY. THE PROJECT SITE / BUILDING SHALL BE CLEANED OF DEBRIS ON A DAILY BASIS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR SHORING AND SUPPORT (TEMPORARY OR PERMANENT) FOR ALL PORTIONS OF CONSTRUCTION DURING DEMOLITION AND CONSTRUCTION.
- ALL ABANDONED MECHANICAL / ELECTRICAL / PLUMBING LINES SHALL BE CAPPED OFF BEHIND FINISHES, UNLESS NOTED OTHERWISE. REFER TO MECHANICAL / ELECTRICAL / PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION.
- CONTRACTOR SHALL SAWCUT ALL MASONRY OR CONCRETE OPENINGS INDICATED. MASONRY SHALL BE TOOTHED IN AND / OR RETURNED TO FINISHED OPENING.
- ALL OPENINGS WHERE EXISTING CONSTRUCTION HAS BEEN REMOVED, AND WHICH ARE NOT NOTED TO REMAIN, SHALL BE FILLED AND / OR PATCHED TO MATCH THE ADJACENT EXISTING OR NEW FINISH, INCLUDING ANY FIRE RATINGS REQUIRED.
- ALL AREAS OF FLOORS, WALLS AND CEILINGS DISTURBED BY DEMOLITION SHALL BE FILLED, PATCHED OR OTHERWISE REFINISHED TO MATCH EXISTING OR NEW FINISH AS DESIGNATED, INCLUDING ALL REQUIRED RATINGS.
- CONTRACTOR MUST VERIFY LOCATIONS OF ALL EXISTING STRUCTURAL, MECHANICAL, PLUMBING & ELECTRICAL ELEMENTS PRIOR TO START OF DEMOLITION.

## GENERAL NOTES

- DIMENSION CRITERIA
  - FROM FACE OF METAL STUD TO FACE OF METAL STUD.
  - FROM FACE OF METAL STUD TO FACE OF CONCRETE MASONRY UNIT.
  - FROM FACE OF CONCRETE MASONRY UNIT TO FACE OF CONCRETE MASONRY UNIT.
- REFER TO SHEET R1.2 FOR WALL TYPES.

# SYMBOLS LEGEND

## ARCHITECTURAL SYMBOLS

BUILDING SECTION		SECTION NUMBER
WALL SECTION		SECTION NUMBER
COLUMN CENTERLINE		NUMBERS - (VERT.) LETTERS - (HORIZ.)
DETAIL DESIGNATION, PLAN DETAIL, LARGE SCALE PLANS		DETAIL NUMBER SHEET NUMBER
INTERIOR ELEVATIONS		ELEVATION NUMBER SHEET NUMBER
CASEWORK ELEVATIONS		ELEVATION NUMBER
CEILING DESIGNATION		CEILING TYPE (LETTER) CEILING HEIGHT (NUMBER)
ROOM NUMBER		NUMBER
DOOR NUMBER		NUMBER/TYPE
WINDOW DESIGNATION		LETTER/TYPE
DEMOLITION TAG		NUMBER
WALL TYPES		NUMBER
PHOTO LOCATION		PHOTO NUMBER
REVISION NUMBER		NUMBER
DATUM / ELEVATION / LEVEL LINE		
EXISTING CONSTRUCTION TO REMAIN		
NEW STUD CONSTRUCTION		
NEW CONCRETE BLOCK		
NEW FACE BRICK		
SOFFITS / OVERHANG ABOVE		
AREA OF REFUGE WHEELCHAIR SPACE ACCESS. CLEAR FLOOR SPACE ASSEMBLY WHEELCHAIR SEAT 30"x48" CLEAR FLOOR SPACE		
ACCESSIBLE ELEMENT		

## ARCHITECTURAL MATERIALS

ACOUSTICAL TILE		PLASTER	
ALUMINUM		PLYWOOD (SMALL)	
BATT INSULATION		RIGID INSULATION	
BITUMINOUS		ROUGH WOOD (CONTINUOUS)	
BRASS OR BRONZE		ROUGH WOOD (INTERRUPTED)	
CARPET		RUBBLE	
CAST STONE		SHEATHING INSUL.	
CERAMIC TILE		SLATE, FLAGGING, SOAPSTONE	
C.M.U.		STEEL	
CONCRETE		STRUCTURAL CLAY	
EARTH		STRUCT. GLAZED FACING TILE	
FACE BRICK		TERRA-COTTA	
FACE GRAIN		TERRAZZO	
FINISHED WOOD			
FIRE BRICK		<b>ELEVATIONS</b>	
GLASS BLOCK		BRICK	
GLAZED BRICK (CALL OUT)		CONCRETE BLOCK	
GLAZING		CERAMIC TILE	
GRAVEL		GLASS	
GYP-SUM BOARD		METAL PANEL CORRUGATED	
MARBLE		SLATE, FLAGGING, SOAPSTONE	
METAL LATH		SHINGLES	
METAL (SMALL)		FLAT METAL PANEL	

# ABBREVIATIONS

ABOVE FINISH FLOOR	A.F.F.	MASONRY	MAS.
AC	A.C.	MASONRY OPENING	M.O.
ACOUSTIC TILE	A.C.T.	MATERIAL	MATL.
AIR CONDITIONING	A.C.	MAXIMUM	MAX.
AIR HANDLING UNIT	A.H.U.	MECHANICAL	MECH.
ALTERNATE	ALT.	METAL	MET.
ALUMINUM	ALUM.	MEZZANINE	MEZZ.
ANCHOR, ANCHORAGE	ANCH.	MINIMUM	MIN.
ANCHOR BOLTS	AB	MISCELLANEOUS	MISC.
ANGLE	ANG.		
ANODIZED	ANOD.	OFFICE	OFF.
APPROX.	APPR.	ON CENTER	O.C.
ARCHITECTURAL / ARCHITECT	ARCH.	OPPOSITE HAND	O.H.
ASBESTOS	ASB.	OPENING	OPG.
ASPHALT	ASPH.	OUTSIDE DIAMETER	O.D.
ASSEMBLY ASSISTANT	ASSY.		
AT	AT		
AUTOMATIC	AUTO.	PAINTED	PTD.
		PAIR	PR.
BEAM	BM.	PAPER TOWEL DISPENSER	P.T.D.
BEARING	BRG.	PERPENDICULAR	PERP.
BETWEEN	BET.	PLASTER	PLAS.
BEVEL / BEVELED	BEV.	PLASTIC LAMINATE	P.LAM.
BITUMINOUS	BIT.	PLATE	PL.
BLOCK	BLK.	PLUMBING	PLMB.
BLOCKING BOARD	BLKG.	PLYWOOD	PLYWD.
BOARD	BD.	PRECAST	P.C.
BOTTOM OF	B/O	PREFABRICATED	PREFAB.
BOTTOM BUILDING	BOTT.	PROJECT, PROJECTION	PROJ.
BUILT-UP ROOF	BLDG. B.U.R.	POINT	PT.
CABINET	CAB.	QUANTITY	QTY.
CABINET UNIT HEATER	C.U.H.	QUARRY TILE	Q.T.
CAPACITY	CAP.		
CEILING	CLG.	RADIUS	RAD.
CEILING HEIGHT	CLG. HGT.	RAIN WATER LEADER	RWL.
CEMENT	CEM.	RECEIVING	RECV.
CENTER	CTR.	REFRIGERATOR	REF.
CENTERLINE	CL	REINFORCED / REINFORCING	REINF.
CERAMIC	C.BD.	REQUIRED	REQD.
CHALKBOARD	CH.	REVISION, REVISED	REV.
CHANNEL	CH.	RISER	R.
CLOSET	CLOS.	ROOF DRAIN	R.D.
COLUMN	COL.	ROOM	RM.
CONFERENCE	CONF.		
CONTROL OR			
CONSTRUCTION JOINT	C.J.	SANITARY NAPKIN DISPENSER	S.N.D.
CONTINUOUS	CONT.	SANITARY NAPKIN RECEPTACLE	S.N.R.
CONTRACTOR	CONTR.	SCHEDULE	SCHED.
CORRIDOR	CORR.	SCUPPER	SC.
COURSE / COURSES	COS.	SECTION	SECT.
		SEISMIC JOINT	S.S.J.
DAMP-PROOFING	DAMP.	SERVICE SINK	S.S.
DEGREE	DEG.	SHEET	SHT.
DEMOLITION	DEMO.	SIMILAR	SIM.
DEPARTMENT	DEPT.	SOAP DISPENSER	S.D.
DETAIL	DET.	SOUND TRANSMISSION CLASS	S.T.C.
DIAMETER	DIA.	SPECIFICATIONS	SPEC.
DIMENSION	DIM.	SPLASH BLOCK	S.B.
DISTANCE	DIST.	SQUARE	SQ.
DOOR	DR.	SQUARE INCH (S)	SQ.IN.
DOUBLE	DBL.	SQUARE YARD (S)	SQ.YD.
DOUBLE HUNG	D.H.	SQUARE FEET (FOOT)	S.F.
DOWN	DN.	STAINLESS STEEL	ST. STL.
DOWNSPOUT	D.S.	STANDARD	STD.
DRAWING	DWG.	STEEL	STL.
DRINKING FOUNTAIN	D.F.	STORAGE	STOR.
		STRUCTURAL	STRUCT.
EACH	EA.	STRUCTURAL GLAZED FACING TILE	SGFT.
ELECTRIC / ELECTRICAL	ELEC.	STRUCTURAL STEEL	STRUCT. STL.
ELEVATION	EWC.	SUSPEND, SUSPENSION	SUSP.
ELEVATOR	ELEV.	SURFACE	SURF.
EXISTING FIRE EXTINGUISHER	EXFE.	SYSTEM	SYS.
EMERGENCY	EMG.		
EQUAL	EQ.		
EQUIPMENT	EQUIP.		
EXISTING	EXIST.	TACKBOARD	T.BD.
EXISTING TO REMAIN	ETR.	TELEPHONE	TEL.
EXPANSION	EXP.	TEMPERATURE/TEMPORARY	TEMP.
EXPANSION JOINT	E.J.	TONGUE & GROOVE	T & G
EXTERIOR	EXT.	THRESHOLD	THLD.
EXTERIOR INSULATION		THICK	THK.
FINISH SYSTEM	EFS.	TILE	TLT.
		TOILET	T/O
		TOP OF	T/O
EQUIPMENT	EQUIP.	TREAD	T.
EXISTING	EXIST.	TYPICAL	TYP.
EXISTING TO REMAIN	ETR.		
EXPANSION	EXP.	UNDERWRITER'S LABORATORIES	U.L.
EXPANSION JOINT	E.J.	UNIT HEATER	U.H.
		UNIT VENTILATOR	U.V.
FEET, FOOT	FT.	UNLESS NOTED OTHERWISE	U.N.O.
FINISH, FINISHED	FIN.	URINAL	UR.
FIRE DAMPER	FD.		
FIRE EXTINGUISHER	FE.		
FIRE RETARDANT	FR.	VENT THRU ROOF	V.T.R.
FIREPROOFING	FRFRG.	VERIFY IN FIELD	V.I.F.
FIXTURE	FIXT.	VERTICAL	VERT.
FLASHING	FLASH.	VINYL ASBESTOS TILE	V.A.T.
FLOOR	FL.	VINYL COMPOSITION TILE	V.C.T.
FLOOR DRAIN	FD.		
FLOOR FINISH	FLR. FIN.	WATER CLOSET	W.C.
FOOTING.	FTG.	WATERPROOFING	W.P.
FOUNDATION	FDN.	WELDED WIRE FABRIC	W.W.F.
FURNISH / FURNISHED	FURN.	WEIGHT	WT.
FURRED / FURRING	FURR.	WHITE BOARD	WBD.
		WOOD	W/
		WOOD	W/D.
GAUGE	GA.		
GALVANIZED	GALV.		
GYP-SUM BOARD	GYP.BD.		
HANDRAIL	HR.		
HANDICAPPED	H.C.		
HEIGHT	HGT.		
HIGH POINT	HP.		
HOLLOW METAL	HR.		
HORIZONTAL	HORIZ.		
HOSE BIB	HB.		
INCH OR INCHES	IN. OR "		
INCLUDE / INCLUDING	INCL.		
INFORMATION	INFO.		
INSIDE DIAMETER	I.D.		
INSULATION	INSUL.		
INTERIOR	INT.		
JOINT	JT.		
KICKPLATE	KP.		
LABORATORY	LAB.		
LAVATORY	LAV.		
LIGHTING	LTG.		
MACHINE	MACH.		
MAINTENANCE	MAINT.		
MANUFACTURER	MFR.		
MARKER BOARD	MBD.		

DATE:	12-21-2016
DRAWN BY:	AAF
SCALE:	NTS
REVIEWED BY:	NJM
PROJECT NO.	2016-051A

REVISIONS	DESCRIPTION
NO.	DATE
1	01-24-2017
	CHANGE TO LUXURY VINYL TILE MATERIAL

# REFERENCE SHEET

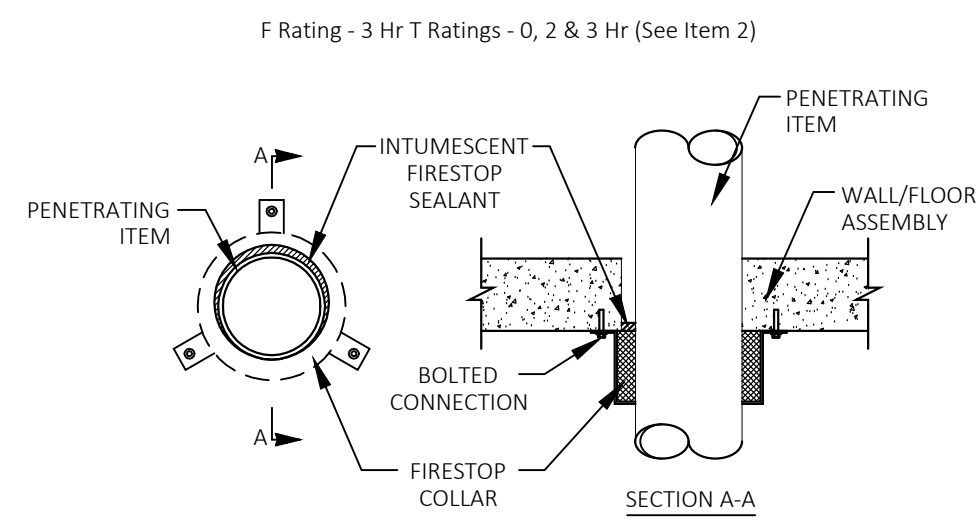
RENOVATIONS  
**CROSBY HIGH SCHOOL  
MAIN OFFICE**  
300 PIERPOINT ROAD  
WATERBURY, CT 06705

ARCHITECT'S SEAL

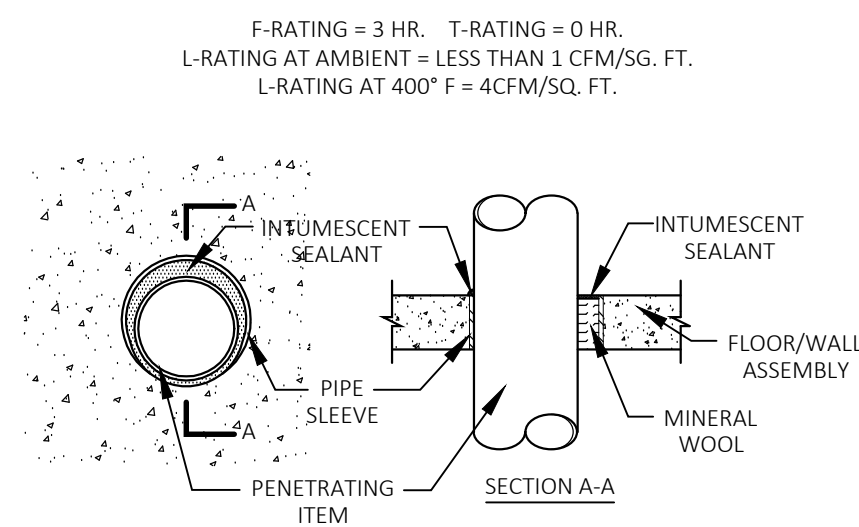


SHEET NO.  
**R1.1**

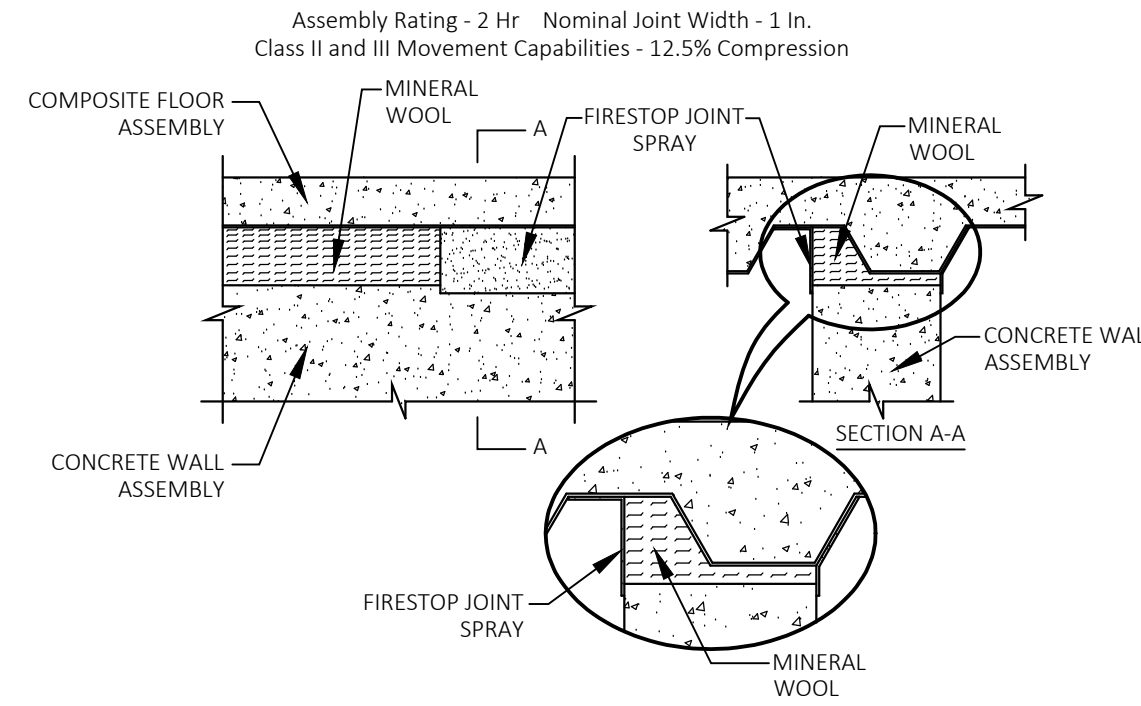
## UL RATED DETAILS



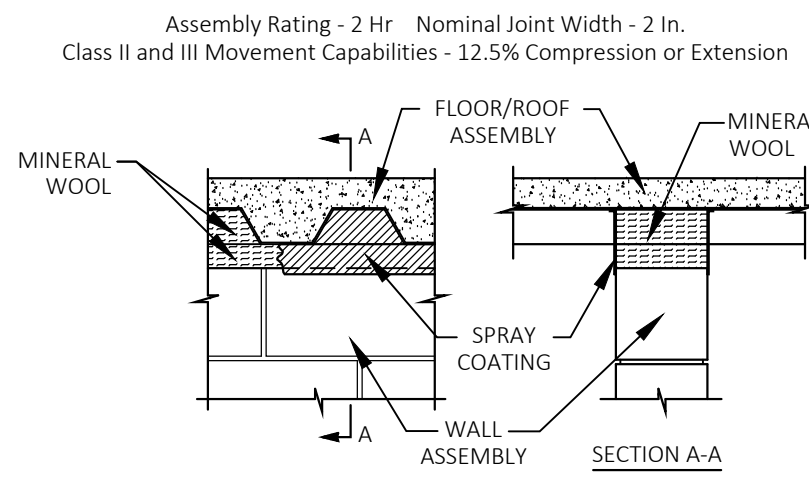
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**PLASTIC PIPE THROUGH CONCRETE CONC. FLOOR/WALL**



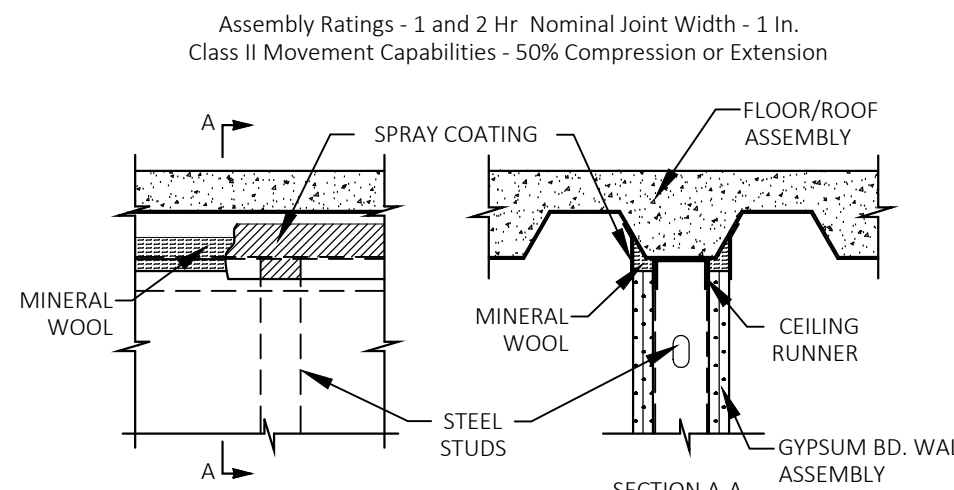
System No: C-AI-1226  
**METAL PIPE THROUGH A SLEEVE IN CONC. FLOOR/WALL**



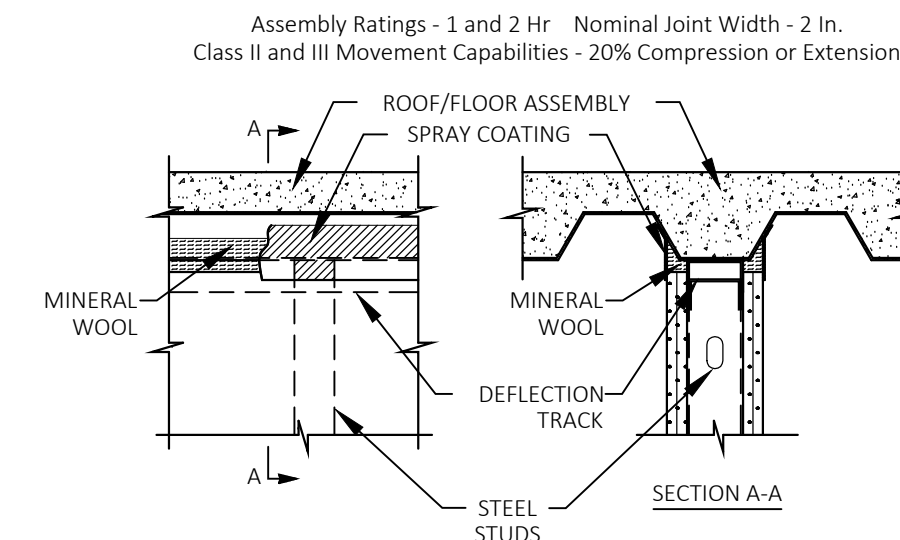
System No: HW-D-0181  
**TOP OF WALL JOINT 2HR CONCRETE/BLOCK WALL ASSEMBLY**



System No: HW-D-0098  
**TOP OF WALL JOINT 2HR CONCRETE/BLOCK WALL ASSEMBLY**

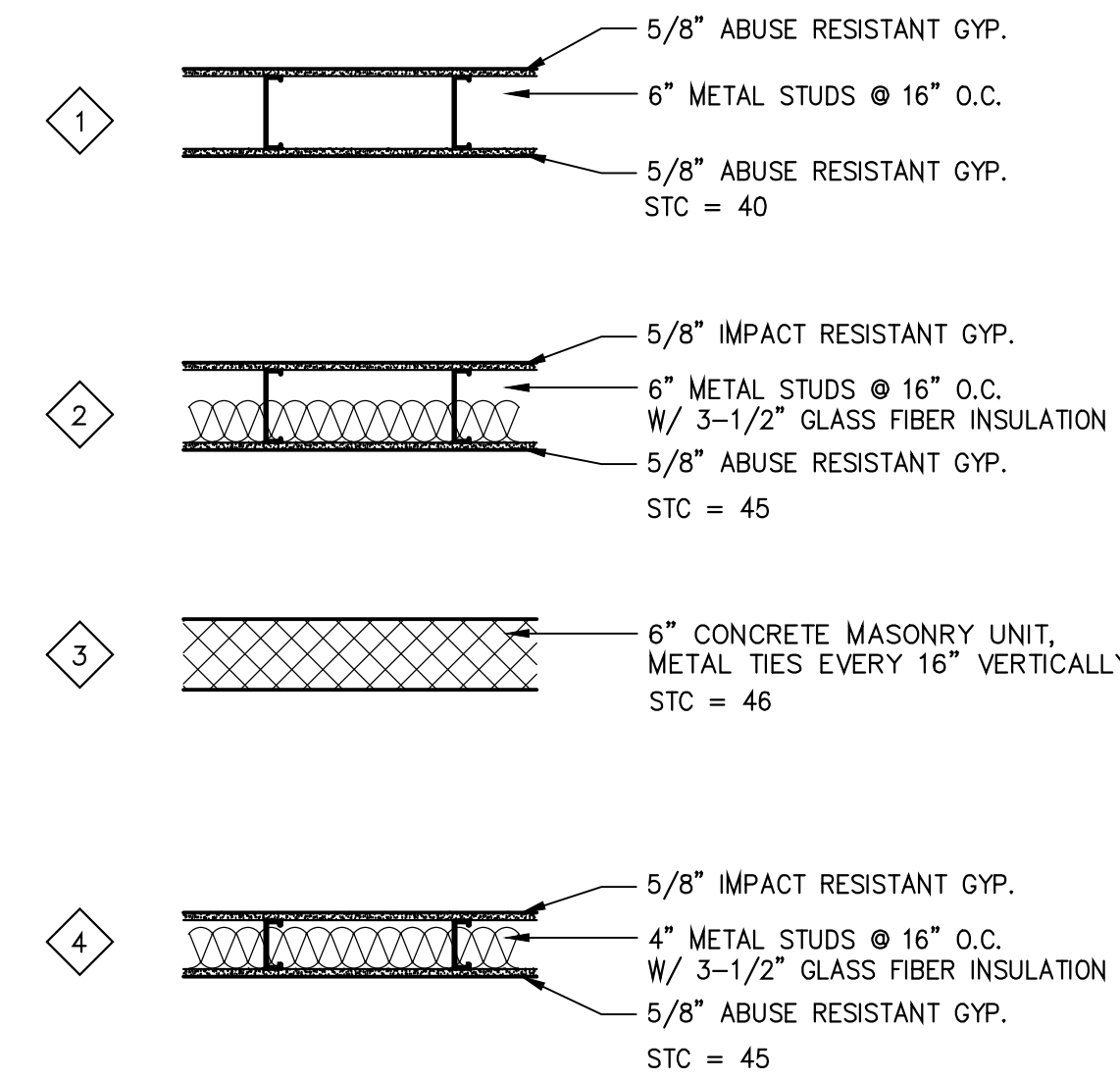


System No: HW-D-0049  
**TOP OF WALL JOINT 1 OR 2HR GYPSUM WALL ASSEMBLY**

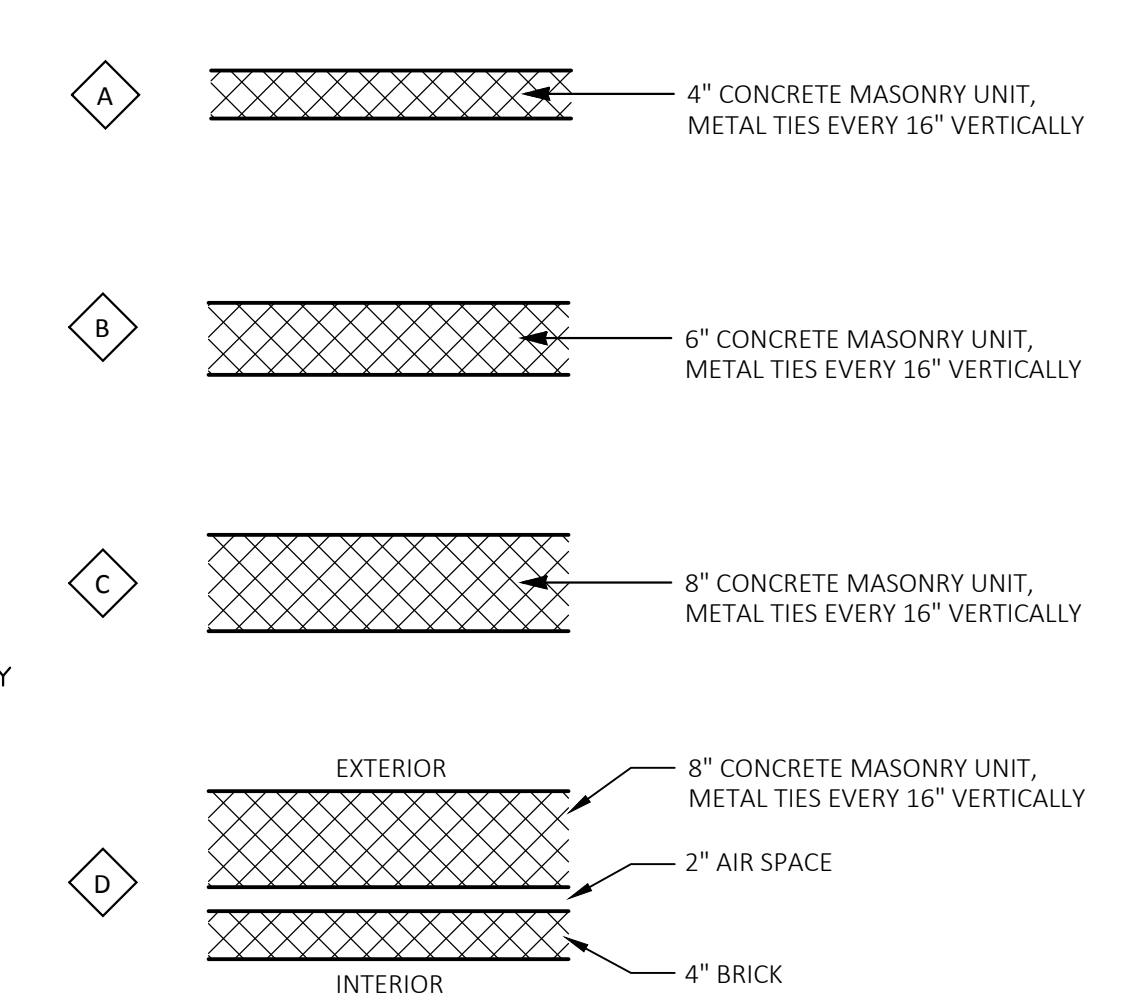


System No: HW-D-0089  
**TOP OF WALL JOINT 1 OR 2HR GYPSUM WALL ASSEMBLY**

## NEW WALL TYPES

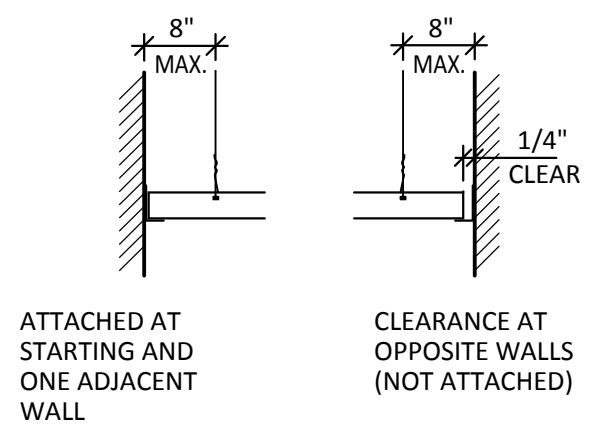


## EXISTING WALL TYPES

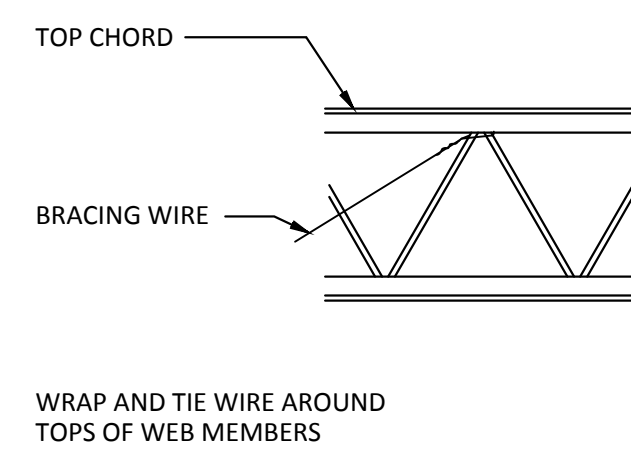


## CODE INFORMATION

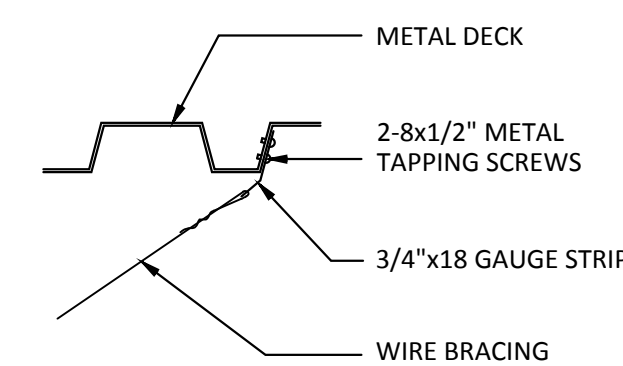
Date of Original Construction	FEBRUARY 9, 1972	Renovation	2016
1. GROUP CLASSIFICATION (Primary)			E
(Incidental)			X
2. CONSTRUCTION TYPE (Chapter 6)			2-A
Actual Type Provided: (existing)		(new)	2-A
3. BUILDING HEIGHT (Chapter 5)			3 - 65FT
Allowable Height (story/feet)			3 - 35
Actual Height (story/feet)			3
4. BUILDING AREA (Chapter 5)			
Building Area: (each floor)			
(First)	Existing Construction		130,454 s.f.
	New Construction		0 s.f.
	Total Floor		130,454 s.f.
(Second)	Existing Construction		136,897 s.f.
	New Construction		0 s.f.
	Total Floor		136,897 s.f.
(Third)	Existing Construction		89,192 s.f.
	New Construction		0 s.f.
	Total Floor		89,192 s.f.
	Total Building		356,543 s.f.
8. FIRE-RESISTANCE RATED REQUIREMENTS FOR BUILDING ELEMENTS (Table 601)			
1) Structural frame: including columns, girders, trusses			1 Hr(s)
2) Bearing Walls:			
Exterior			1 Hr(s)
Interior			1 Hr(s)
3) Nonbearing walls and partitions (Exterior)			1 Hr(s)
4) Nonbearing walls and partitions (Interior)			0 Hr(s)
5) Floor Construction (including supporting beams and joists)			1 Hr(s)
6) Roof Construction, (including supporting beams and joists)			1 Hr(s)
11. ACCESSIBLE BUILDING	X	Designated	
		Non-designated	
12. MINIMUM PLUMBING FIXTURE COUNT (IPC Chapter 4)			
BASED ON OCCUPANT LOADS: ( E xxx p.), ( A-2 xxx p.), ( A-3 xxx p.), ( A-4 xxx p.)			
EDUCATIONAL - E	Number Required	Number Provided	
Water Closets	28	91	
Lavatories	28	76	
Showers	-	-	
Drinking Fountains	-	-	
Service Sinks	-	-	
13. SPRINKLER PROTECTION	X	Entire Building	
		Limited Area	
14. CODES TO WHICH THIS PROJECT WAS DESIGNED		Dated:	
State Building Code w/Supplement & IBC		2012	
State Fire Code w/Supplement & IFC		2012	
State Health Code		2002 w/current amendment	
OSHA		Current	
Section 504		1973 w/current amendment	
ADA		2010	
Other		-	
15. THRESHOLD BUILDING CONDITIONS	X	Yes	No
16. BUILDING AREAS FOR GRANT CALCULATIONS (ENTIRE FACILITY)			
EXISTING UNRENOVATED CONSTRUCTION			354,546
EXISTING RENOVATED CONSTRUCTION			1,997
EXISTING BEING DEMOLISHED			0
TOTAL EXISTING CONSTRUCTION			356,543
TOTAL NEW CONSTRUCTION			0
TOTAL FACILITY			356,543



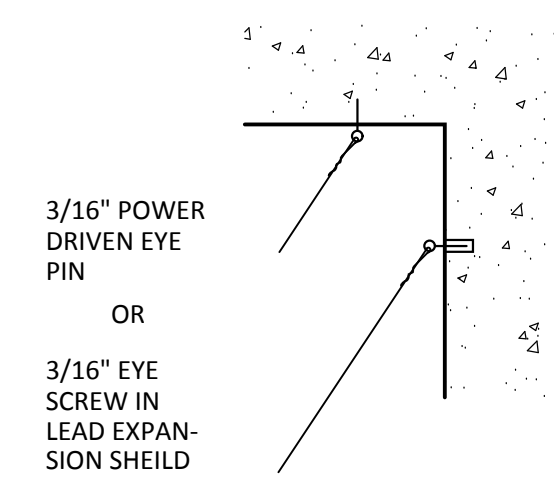
**RUNNERS AT WALLS**



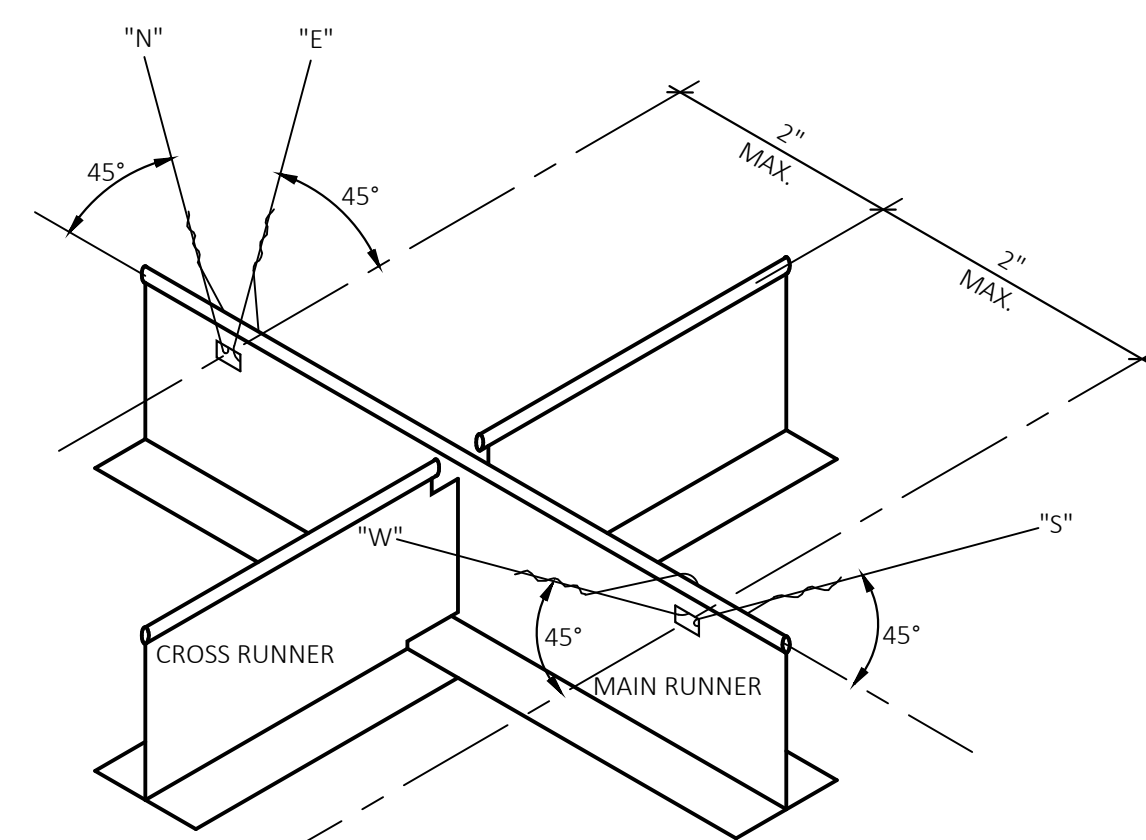
**BRACE AT OPEN WEB JOIST**



**BRACE AT METAL DECK**



**BRACE AT EXISTING CONCRETE**



### NOTES:

- #12 GAUGE WIRE BRACING IN PLANE OF EACH RUNNER. VERTICAL ANGLE = 45°
- HANGER WIRES "N" AND "S" ARE IN THE SAME VERTICAL PLANE AS THE MAIN RUNNER. HANGER WIRES "E" AND "W" ARE IN THE VERTICAL PLANE PERPENDICULAR TO THE MAIN RUNNER.

## 1 TYPICAL SEISMIC BRACING DETAILS

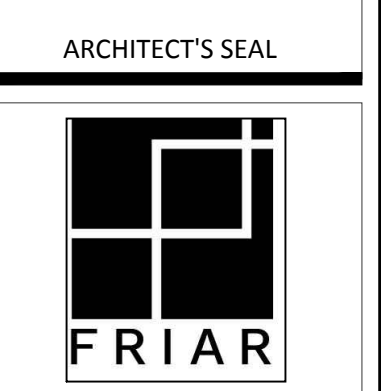
NOT TO SCALE

DATE:	12-21-2016
DRAWN BY:	AAF
SCALE:	NTS
REVIEWED BY:	NJM
PROJECT NO.	2016-051A

NO.	DATE	DESCRIPTION
1	01-24-2017	CHANGE TO LUXURY VINYL TILE MATERIAL

# WALL TYPES, UL RATINGS & CODE INFORMATION

RENOVATIONS  
**CROSBY HIGH SCHOOL MAIN OFFICE**  
300 PIERPOINT ROAD  
WATERBURY, CT 06705



281 Farmington Avenue  
Farmington, CT 06032

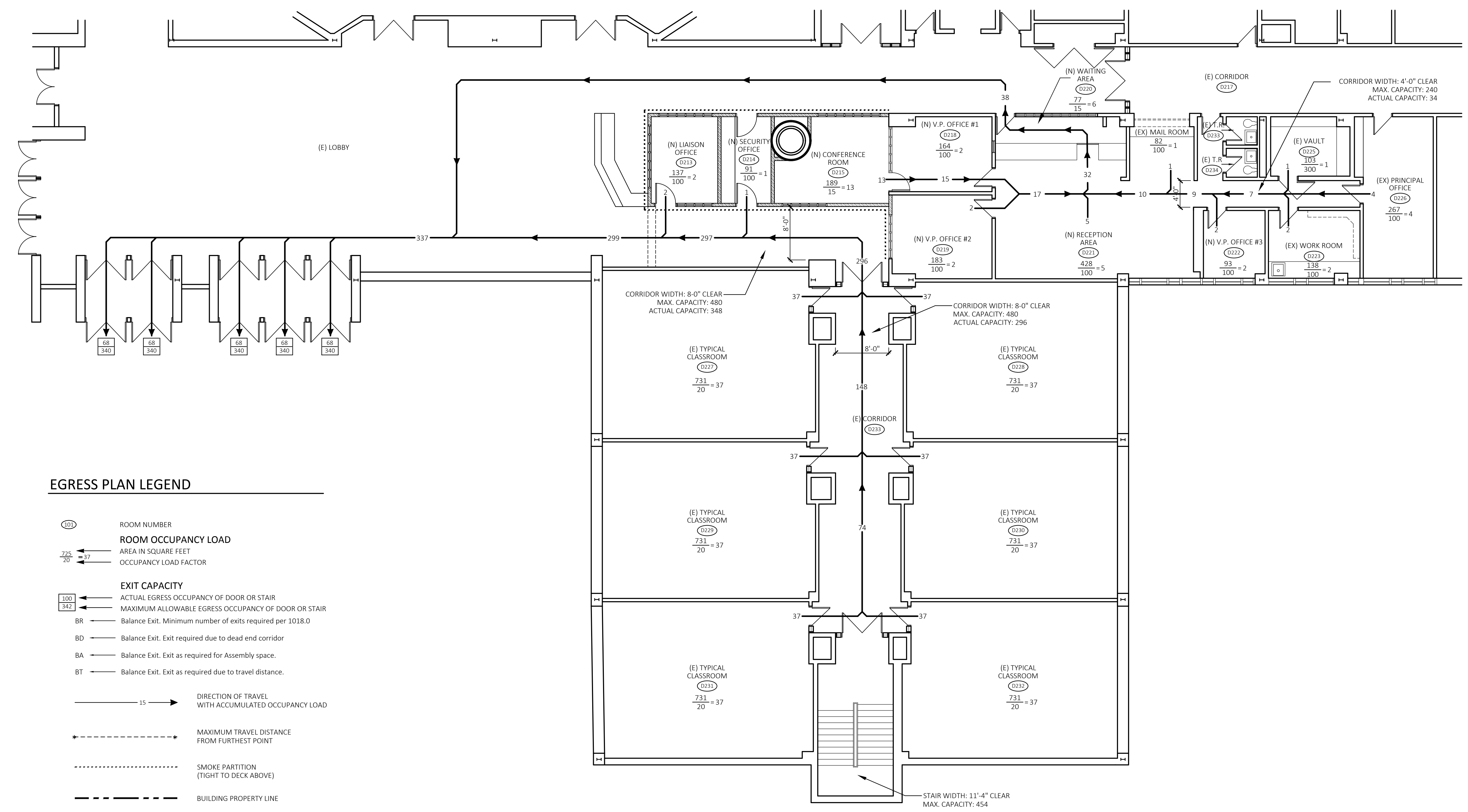
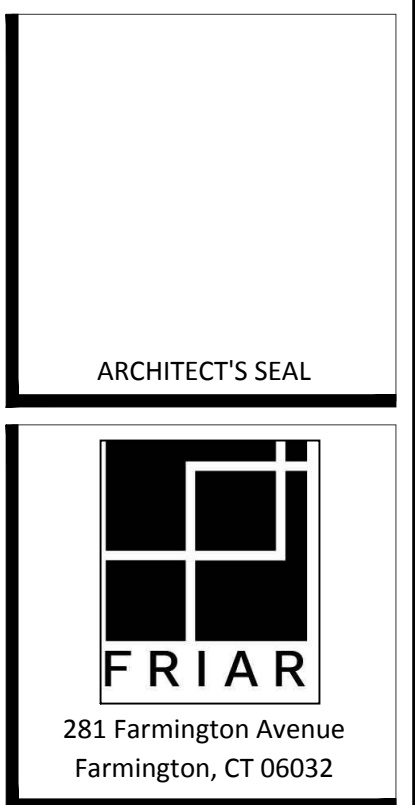
SHEET NO.  
**R1.2**

NO.	DATE	DESCRIPTION
1	01-24-2017	CHANGE TO LUXURY VINYL TILE MATERIAL

# BASE BID EGRESS PLAN MAIN OFFICE

RENOVATIONS  
**CROSBY HIGH SCHOOL  
 MAIN OFFICE**  
 300 PIERPOINT ROAD  
 WATERBURY, CT 06705

ARCHITECT'S SEAL



### EGRESS PLAN LEGEND

- 101 ROOM NUMBER
- ROOM OCCUPANCY LOAD**
- $\frac{725}{20} = 37$  AREA IN SQUARE FEET
- $\frac{725}{20} = 37$  OCCUPANCY LOAD FACTOR
- EXIT CAPACITY**
- $\frac{100}{342}$  ACTUAL EGRESS OCCUPANCY OF DOOR OR STAIR
- $\frac{100}{342}$  MAXIMUM ALLOWABLE EGRESS OCCUPANCY OF DOOR OR STAIR
- BR Balance Exit. Minimum number of exits required per 1018.0
- BD Balance Exit. Exit required due to dead end corridor
- BA Balance Exit. Exit as required for Assembly space.
- BT Balance Exit. Exit as required due to travel distance.
- 15 → DIRECTION OF TRAVEL WITH ACCUMULATED OCCUPANCY LOAD
- \* - - - - - MAXIMUM TRAVEL DISTANCE FROM FURTHEST POINT
- - - - - SMOKE PARTITION (TIGHT TO DECK ABOVE)
- - - - - BUILDING PROPERTY LINE
- - - - - 1 HOUR RATED WALL (TIGHT TO DECK ABOVE)
- - - - - 2 HOUR RATED WALL (TIGHT TO DECK ABOVE)

### NOTES:

1. A VALUE OF 0.2 INCHES OF WIDTH PER OCCUPANT HAS BEEN USED TO CALCULATE DOOR AND CORRIDOR EGRESS CAPACITY. IN ALL CASES, THE ACTUAL CLEAR OPENING OF THE DOOR AND ACTUAL CLEAR WIDTH OF CORRIDOR IS USED.
2. A VALUE OF 0.3 INCHES OF WIDTH PER OCCUPANT HAS BEEN USED TO CALCULATE STAIRWAY EGRESS CAPACITY. IN ALL CASES, THE ACTUAL CLEAR WIDTH BETWEEN HAND-RAILS IS USED.
3. (E) PLACED IN FRONT OF THE ROOM NAME MEANS EXISTING ROOM.
4. (N) PLACED IN FRONT OF THE ROOM NAME MEANS NEW ROOM.

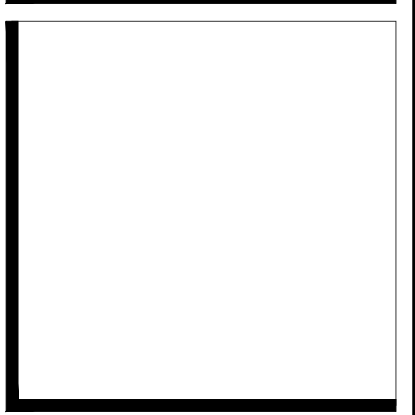
## BASE BID EGRESS PLAN - MAIN OFFICE

SCALE: 1/16"=1'-0"

NO.	DATE	DESCRIPTION
1	01-24-2017	CHANGE TO LUXURY VINYL TILE MATERIAL

# ALTERNATE EGRESS PLAN MAIN OFFICE

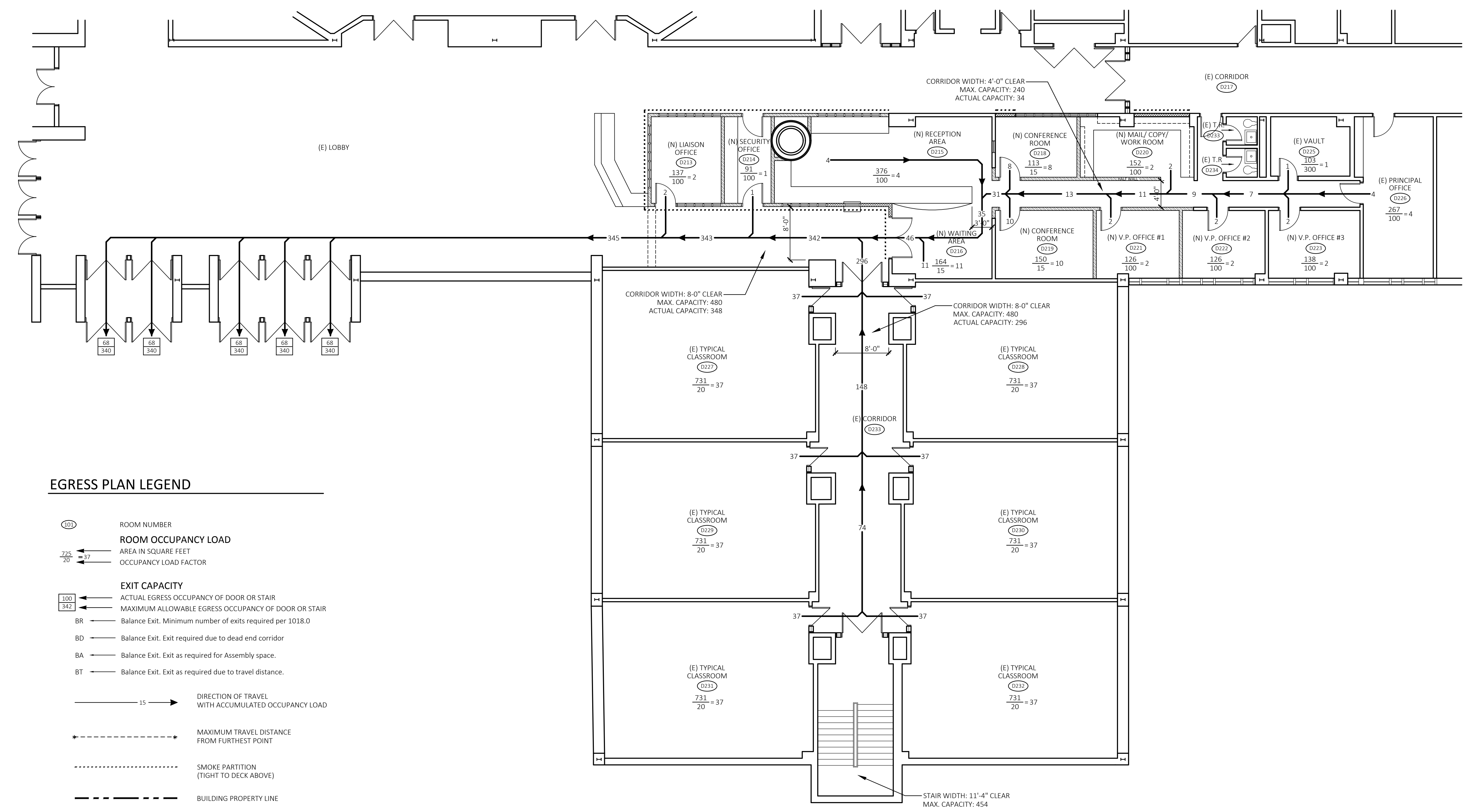
RENOVATIONS  
 CROSBY HIGH SCHOOL  
 MAIN OFFICE  
 300 PIERPOINT ROAD  
 WATERBURY, CT 06705



ARCHITECT'S SEAL



SHEET NO.  
**R1.3A**



### EGRESS PLAN LEGEND

- 101 ROOM NUMBER
- ROOM OCCUPANCY LOAD**
- $\frac{725}{20} = 37$  AREA IN SQUARE FEET
- $\frac{725}{20} = 37$  OCCUPANCY LOAD FACTOR
- EXIT CAPACITY**
- $\frac{100}{342}$  ACTUAL EGRESS OCCUPANCY OF DOOR OR STAIR
- $\frac{100}{342}$  MAXIMUM ALLOWABLE EGRESS OCCUPANCY OF DOOR OR STAIR
- BR Balance Exit. Minimum number of exits required per 1018.0
- BD Balance Exit. Exit required due to dead end corridor
- BA Balance Exit. Exit as required for Assembly space.
- BT Balance Exit. Exit as required due to travel distance.
- $\rightarrow 15$  DIRECTION OF TRAVEL WITH ACCUMULATED OCCUPANCY LOAD
- $\rightarrow$  MAXIMUM TRAVEL DISTANCE FROM FURTHEST POINT
- ..... SMOKE PARTITION (TIGHT TO DECK ABOVE)
- BUILDING PROPERTY LINE
- 1 HOUR RATED WALL (TIGHT TO DECK ABOVE)
- 2 HOUR RATED WALL (TIGHT TO DECK ABOVE)

### NOTES:

1. A VALUE OF 0.2 INCHES OF WIDTH PER OCCUPANT HAS BEEN USED TO CALCULATE DOOR AND CORRIDOR EGRESS CAPACITY. IN ALL CASES, THE ACTUAL CLEAR OPENING OF THE DOOR AND ACTUAL CLEAR WIDTH OF CORRIDOR IS USED.
2. A VALUE OF 0.3 INCHES OF WIDTH PER OCCUPANT HAS BEEN USED TO CALCULATE STAIRWAY EGRESS CAPACITY. IN ALL CASES, THE ACTUAL CLEAR WIDTH BETWEEN HAND-RAILS IS USED.
3. (E) PLACED IN FRONT OF THE ROOM NAME MEANS EXISTING ROOM.
4. (N) PLACED IN FRONT OF THE ROOM NAME MEANS NEW ROOM.

## ALTERNATE EGRESS PLAN - MAIN OFFICE

SCALE: 1/16"=1'-0"

DEMOLITION NOTES	
D-1	REMOVE EXISTING DOOR AND FRAME.
D-2	REMOVE EXISTING INTERIOR PARTITION.
D-3	REMOVE EXISTING CASEWORK. (REF. GEN. DEMO NOTE 18)
D-4	REMOVE EXISTING WINDOW SYSTEM/ CURTAIN WALL SYSTEM.
D-5	REMOVE EXISTING PLUMBING FIXTURES - REF. PLUMBING DWGS/ SPECS.
D-6	REMOVE EXISTING FINISH FLOOR MATERIAL AND BASE.
D-7	REMOVE EXISTING MAILBOX

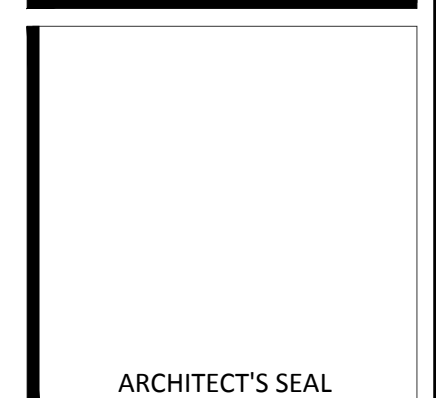
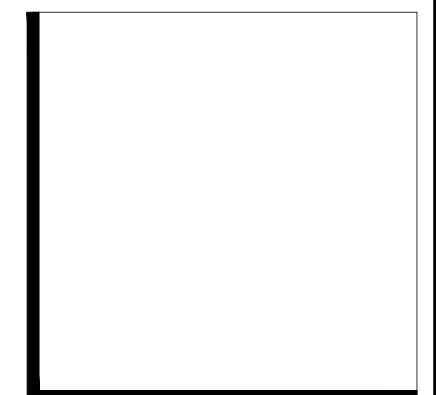
GENERAL DEMOLITION NOTES	
1.	ANY DEMOLITION WORK THAT IS REQUIRED FOR THE INSTALLATION OF NEW WORK THAT IS NOT SPECIFICALLY NOTED ON THIS PLAN SHALL BE THE RESPONSIBILITY OF THE DEMOLITION CONTRACTOR.
2.	DEMOLISHED MATERIAL SHALL BE CONSIDERED TO BE THE PROPERTY OF THE CONTRACTOR AND SHALL BE COMPLETELY REMOVED FROM THE JOB SITE.
3.	SHUT OFF, CAP AND OTHERWISE PROTECT EXISTING PUBLIC UTILITY LINES IN ACCORDANCE WITH THE REQUIREMENTS OF THE PUBLIC AGENCY HAVING JURISDICTION.
4.	COMPLETELY REMOVE ITEMS SCHEDULED TO BE SO DEMOLISHED AND REMOVE, LEAVING SURFACES CLEAN, SOLID AND READY TO RECEIVE NEW MATERIAL.
5.	USE MEANS NECESSARY TO PREVENT DUST FROM BECOMING A NUISANCE.
6.	THIS DRAWING DOES NOT DEPICT THE FULL EXTENT OF DEMOLITION. ADDITIONAL ITEMS SCHEDULED FOR DEMOLITION MAY BE FOUND ON OTHER DRAWINGS. GENERAL CONTRACTOR IS RESPONSIBLE FOR THE COORDINATION OF THIS WORK WITH ALL PARTIES INVOLVED.
7.	ALL WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH ALL NATIONAL, STATE, LOCAL CODES & ORDINANCES.
8.	AT THE START OF DEMOLITION, ALL REMAINING FURNITURE TO BE REMOVED BY THE GENERAL CONTRACTOR.
9.	DEMOLITION CONTRACTOR MUST VERIFY LOCATIONS OF ALL EXISTING STRUCTURAL, MECHANICAL, PLUMBING & ELECTRICAL ELEMENTS PRIOR TO START OF DEMOLITION.
10.	REMOVE ALL INTERIOR WALLS SHOWN DOTTED, ALONG WITH ALL ASSOCIATED TACK BOARDS, CHALK BOARDS, MARKER BOARDS, ETC. EXERCISE CAUTION SO AS NOT TO DISTURB OR DAMAGE ADJACENT SURFACES SCHEDULED TO REMAIN.
11.	REMOVE ALL PLUMBING FIXTURES INCLUDING SINKS, WATER CLOSETS, URINALS, SLOP SINKS AND DRINKING FOUNTAINS WITHIN DEMOLITION AREAS. REMOVE ALL PLUMBING LINES TO THE MAIN AND REPAIR MAIN. REFER TO PLUMBING DEMOLITION DRAWINGS FOR RELATED INFORMATION.
12.	REMOVE ALL DOORS AND DOOR FRAMES SHOWN IN FULLY DEMOLISHED PARTITION ONLY, UNLESS NOTED OTHERWISE.
13.	REMOVE ALL RADIATION UNITS, H.V.A.C. RUNS MECHANICAL UNITS, ETC. REFER TO MECHANICAL DEMOLITION DRAWINGS FOR RELATED INFORMATION.
14.	REMOVE ALL ELECTRICAL LIGHTING FIXTURES, ELECTRICAL RUNS, ASSOCIATED DEVICES & ELECTRICAL PANELS. REFER TO ELECTRICAL DEMOLITION DRAWINGS FOR RELATED INFORMATION.
15.	REMOVE ALL FLOOR FINISHES, ADHESIVES, MASTICS & MORTAR ECT. DOWN TO FINISH CONCRETE FLOORS SCHEDULED TO REMAIN. TREAT EXISTING CONCRETE SLAB SCARIFICATION TREATMENT & CEMENTITIOUS UNDERLAYMENT PROCEDURES. COORDINATE WORK WITH HAZARDOUS MATERIALS BUILDING INSPECTION REPORT. PREP FLOORS TO RECEIVE NEW FINISHES.
16.	ALL EXISTING LAY IN CEILING PANELS TO BE REMOVED & RECYCLED REMOVE & STORE AS PER SPECIFICATIONS FOR PICK UP & RECYCLING.
17.	REMOVE ALL CEILING GRIDS, GYPSUM CEILING AND SUSPENSION SYSTEMS AT ALL AREAS WHERE NEW CEILINGS ARE SCHEDULED. REFER TO REFLECTED CEILING DEMO PLANS FOR EXISTING CONDITIONS.
18.	REMOVE ALL EXISTING BUILT-IN MILLWORK INCLUDING SINKS, ASSOCIATED PLUMBING & ELECTRICAL BACK TO SOURCE OR PANEL AS REQUIRED. REFER TO MEP DEMO DWGS.
19.	THE DEMOLITION PLANS ARE DIAGRAMMATIC AND INTENDED TO SHOW THE GENERAL EXTENT OF THE WORK ONLY.
20.	THE CONTRACTOR SHALL INCLUDE ALL DEMOLITION WORK REQUIRED TO ACCOMPLISH THE INTENT OF THE PLANS AND SPECIFICATIONS.
21.	THE CONTRACTOR SHALL INCLUDE ALL DEMOLITION WORK REQUIRED TO ACCOMPLISH THE INTENT OF THE PLANS AND SPECIFICATIONS.
22.	ALL DEMOLISHED ITEMS SHALL BE REMOVED FROM BUILDING/ SITE UNLESS OTHERWISE NOTED. COORDINATE WITH OWNER FOR DELIVERY OF ITEMS NOTED TO REMAIN OWNERS PROPERTY. THE PROJECT SITE/ BUILDING SHALL BE CLEANED OF DEBRIS ON A DAILY BASIS. GENERAL CONTRACTOR WILL COORDINATE AND INSTRUCT WHICH ITEMS ARE TO REMAIN. SECURE, STORE & PROTECT ITEMS.
23.	CONTRACTOR SHALL BE RESPONSIBLE FOR SHORING AND SUPPORT (TEMPORARY OR PERMANENT) FOR ALL PORTIONS OF CONSTRUCTION DURING DEMOLITION AND CONSTRUCTION.
24.	ALL ABANDONED MECHANICAL/ ELECTRICAL/ PLUMBING LINES SHALL BE REMOVED TO THE MAIN SOURCE CAPPED OFF BEHIND FINISHES, UNLESS OTHERWISE NOTED. REFER TO MECHANICAL/ ELECTRICAL/ PLUMBING DRAWINGS FOR ADDITIONAL DEMO INFORMATION.
25.	SAWCUT ALL MASONRY OR CONCRETE OPENINGS INDICATED. MASONRY SHALL BE TOOTHED IN AND / OR RETURNED TO FINISHED OPENING ALL OPENINGS WHERE EXISTING CONSTRUCTION HAS BEEN REMOVED, AND WHICH ARE NOT NOTED TO REMAIN, SHALL BE FILLED AND / OR PATCHED TO MATCH THE ADJACENT EXISTING OR NEW FINISH, INCLUDING ANY FIRE RATINGS REQUIRED.
26.	ALL AREAS OF FLOORS, WALLS AND CEILINGS DISTURBED BY DEMOLITION SHALL BE FILLED, PATCHED OR OTHERWISE REFINISHED TO MATCH EXISTING AS DESIGNATED, INCLUDING ALL REQUIRED RATINGS.
27.	CONTRACTOR MUST VERIFY LOCATIONS OF ALL EXISTING STRUCTURAL, MECHANICAL PLUMBING & ELECTRICAL ELEMENTS PRIOR TO START OF DEMOLITION.
28.	COORDINATE DEMOLITION EFFORTS WITH HAZARDOUS BUILDING MATERIALS INSPECTION REPORT & DRAWINGS TO DEFINE THE SCOPE OF HAZARDOUS MATERIALS ABATEMENT & REMEDIATION.
29.	EXISTING CONDITIONS SHALL BE STUDIED BY GENERAL CONTRACTOR PRIOR TO BIDDING TO FAMILIARIZE THEMSELVES WITH THE BUILDING

DATE:	12-21-2016
DRAWN BY:	AAF
SCALE:	3/16" = 1'-0"
REVIEWED BY:	NJM
PROJECT NO.	2016-051A

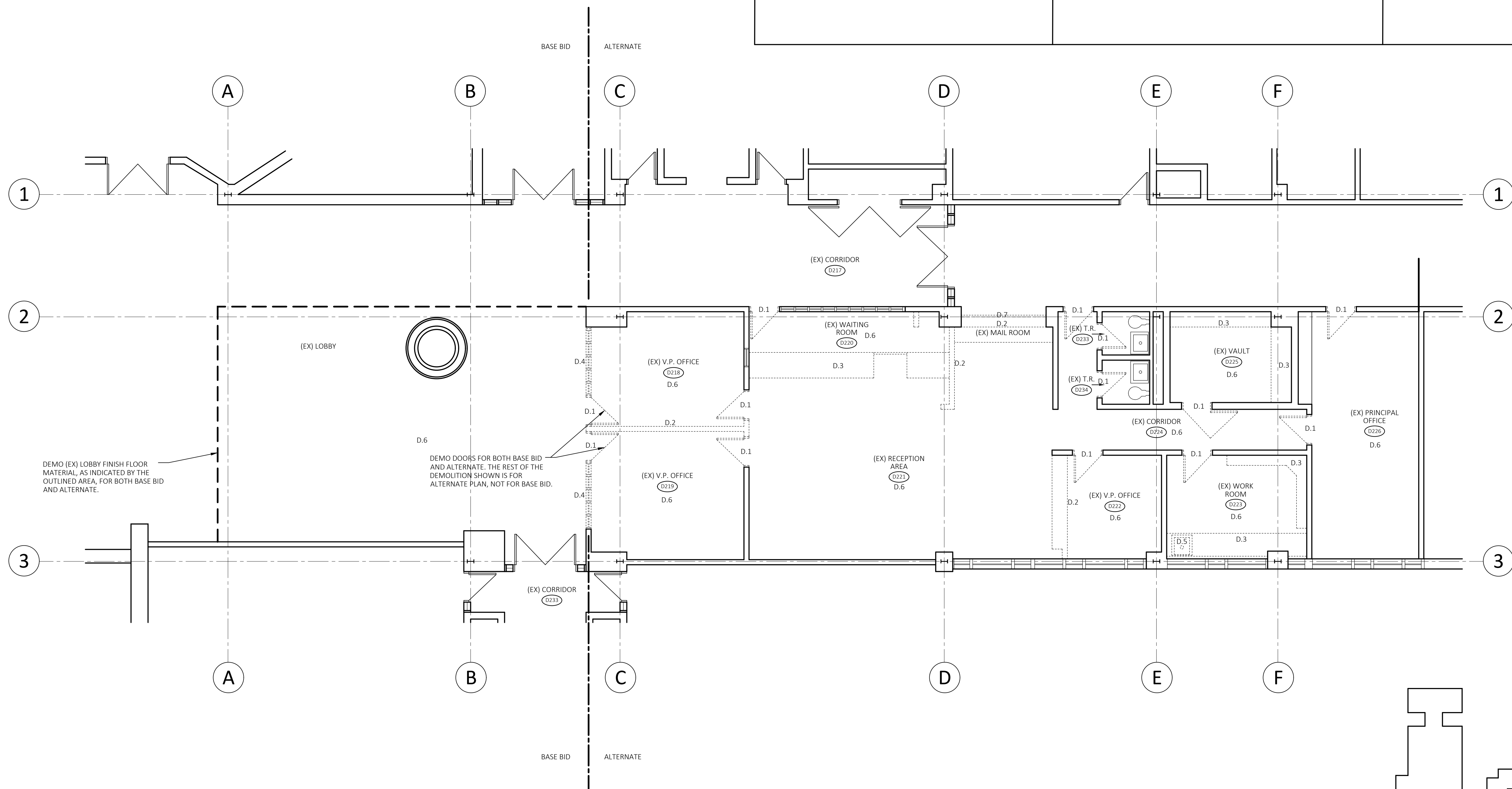
REVISIONS		
NO.	DATE	DESCRIPTION
1	01-24-2017	CHANGE TO LUXURY VINYL TILE MATERIAL

# DEMOLITION FLOOR PLAN MAIN OFFICE

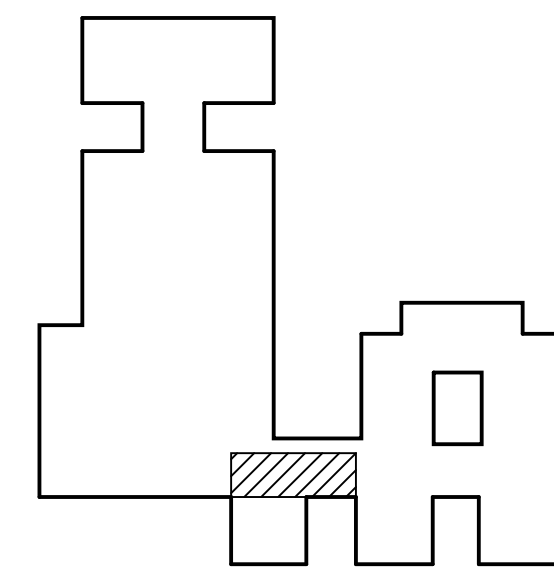
RENOVATIONS  
CROSBY HIGH SCHOOL  
MAIN OFFICE  
300 PIERPOINT ROAD  
WATERBURY, CT 06705



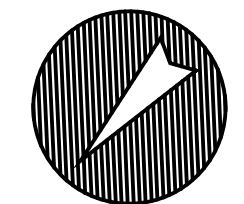
SHEET NO.  
**A1.1**



**DEMOLITION FLOOR PLAN  
MAIN OFFICE - SECOND FLOOR**  
SCALE: 3/16"=1'-0"



KEY PLAN





DATE: 12-21-2016  
 DRAWN BY: AAF  
 SCALE: 3/16" = 1'-0"  
 REVIEWED BY: NIM  
 PROJECT NO. 2016-051A

NO.	DATE	DESCRIPTION
1	01-24-2017	CHANGE TO LUXURY VINYL TILE MATERIAL

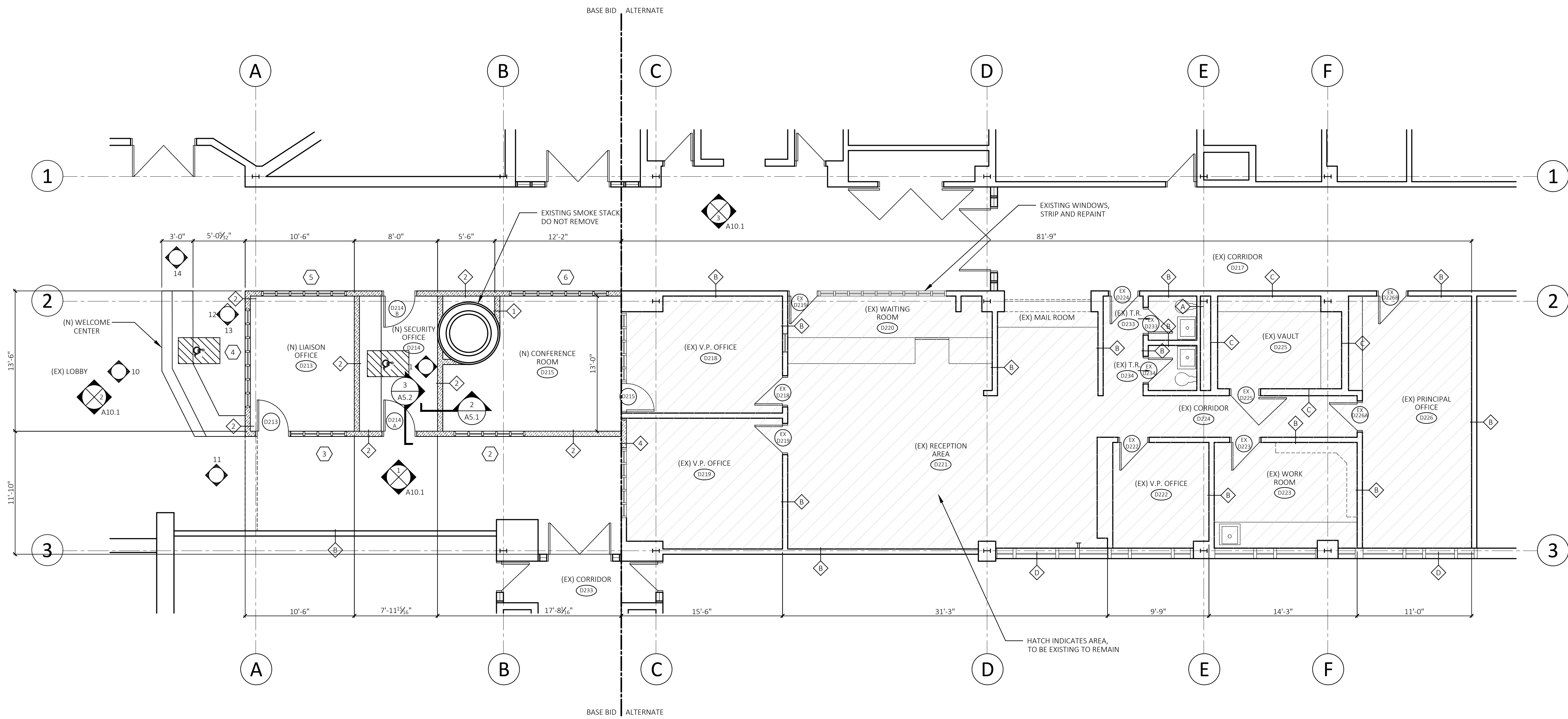
**BASE BID FLOOR PLAN**  
**MAIN OFFICE**

RENOVATIONS  
**CROSBY HIGH SCHOOL**  
**MAIN OFFICE**  
 300 PIERPONT ROAD  
 WATERBURY, CT 06705

ARCHITECT'S SEAL



SHEET NO.  
**A1.2B**

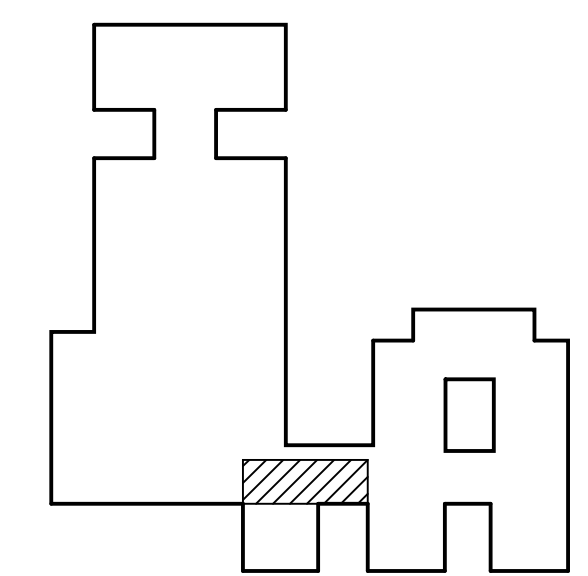


**BASE BID FLOOR PLAN**  
**MAIN OFFICE - SECOND FLOOR**

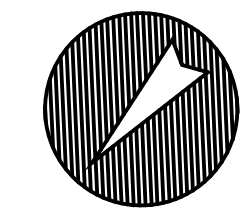
SCALE: 3/16" = 1'-0"

CASEWORK LEGEND

◊ CASEWORK ELEVATIONS #1-14 LOCATED ON SHEET A11.1



KEY PLAN



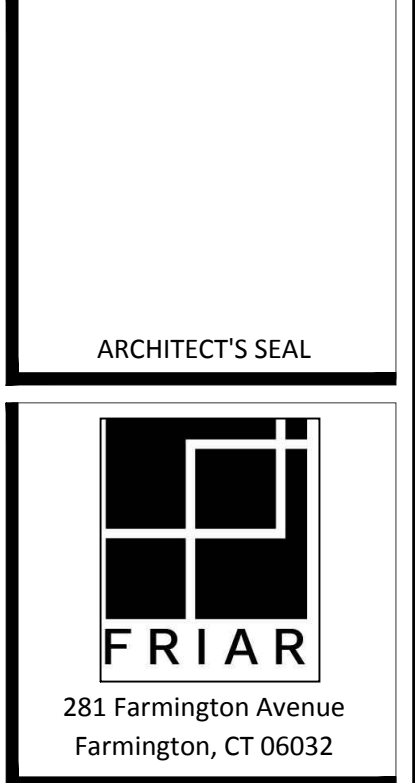
DATE: 12-21-2016  
 DRAWN BY: AAF  
 SCALE: 3/16" = 1'-0"  
 REVIEWED BY: NIM  
 PROJECT NO. 2016-051A

NO.	DATE	DESCRIPTION
1	01-24-2017	CHANGE TO LUXURY VINYL TILE MATERIAL

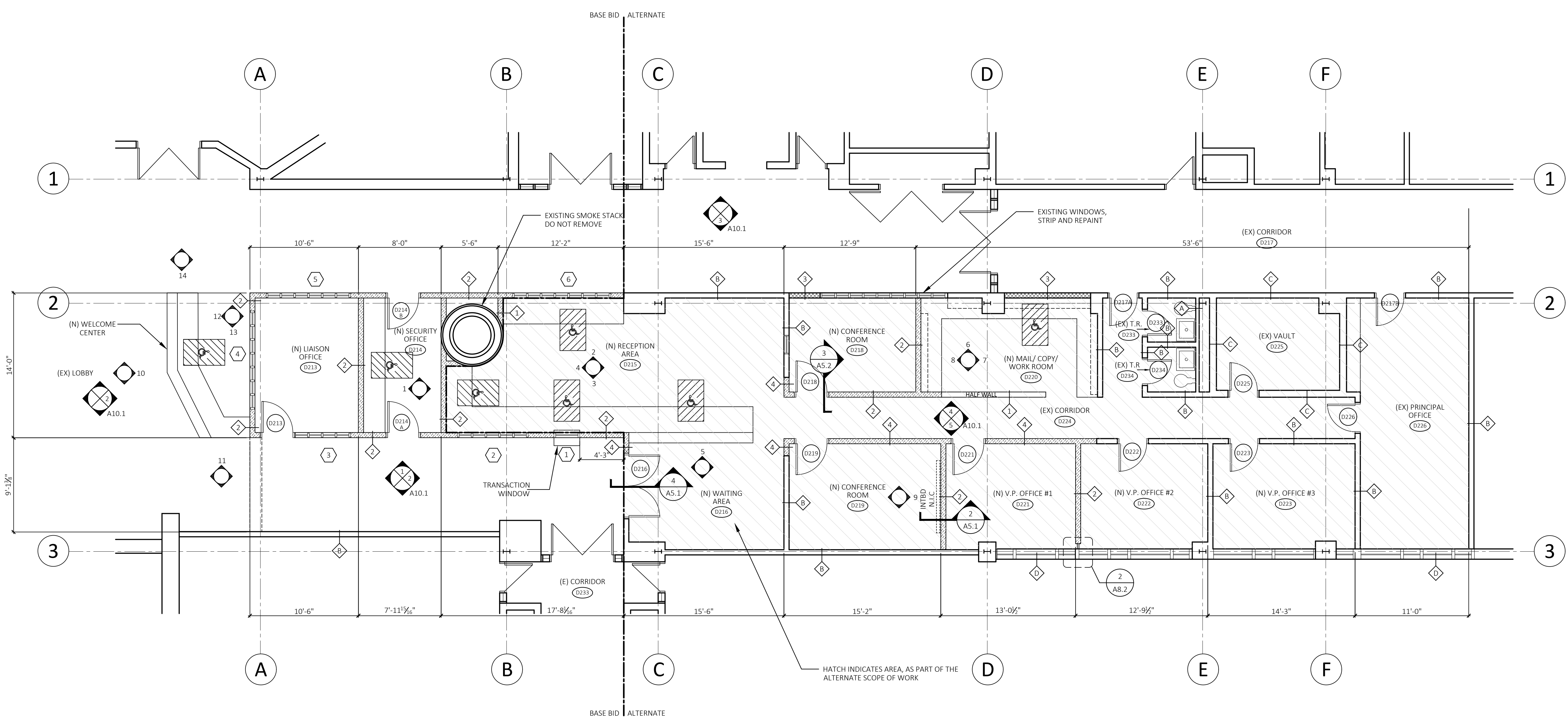
**ALTERNATE FLOOR PLAN**  
**MAIN OFFICE**

RENOVATIONS  
**CROSBY HIGH SCHOOL**  
**MAIN OFFICE**  
 300 PIERPOINT ROAD  
 WATERBURY, CT 06705

ARCHITECT'S SEAL



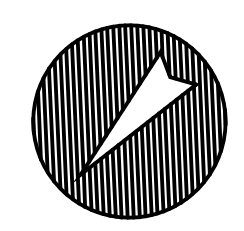
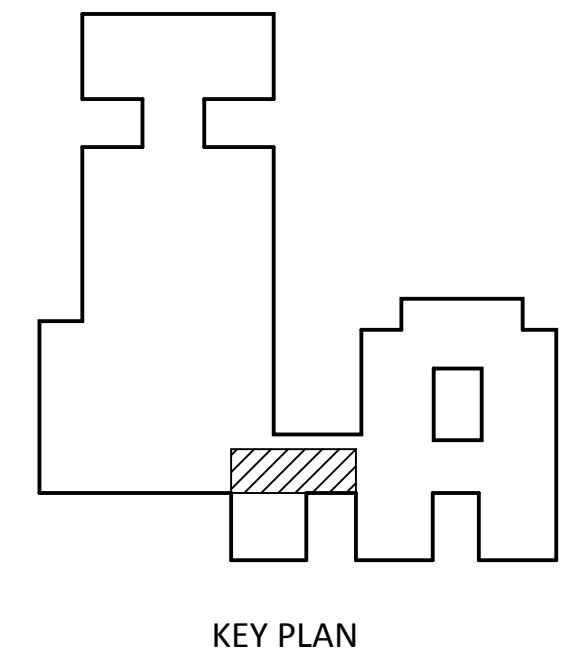
SHEET NO.  
**A1.2A**



**ALTERNATE FLOOR PLAN**  
**MAIN OFFICE - SECOND FLOOR**

SCALE: 3/16" = 1'-0"

CASEWORK LEGEND  
 ◊ CASEWORK ELEVATIONS #1-14 LOCATED ON SHEET A11.1



DATE: 12-21-2016  
 DRAWN BY: AAF  
 SCALE: AS NOTED  
 REVIEWED BY: NIM  
 PROJECT NO. 2016-051A

NO.	DATE	DESCRIPTION
1	01-24-2017	CHANGE TO LUXURY VINYL TILE MATERIAL

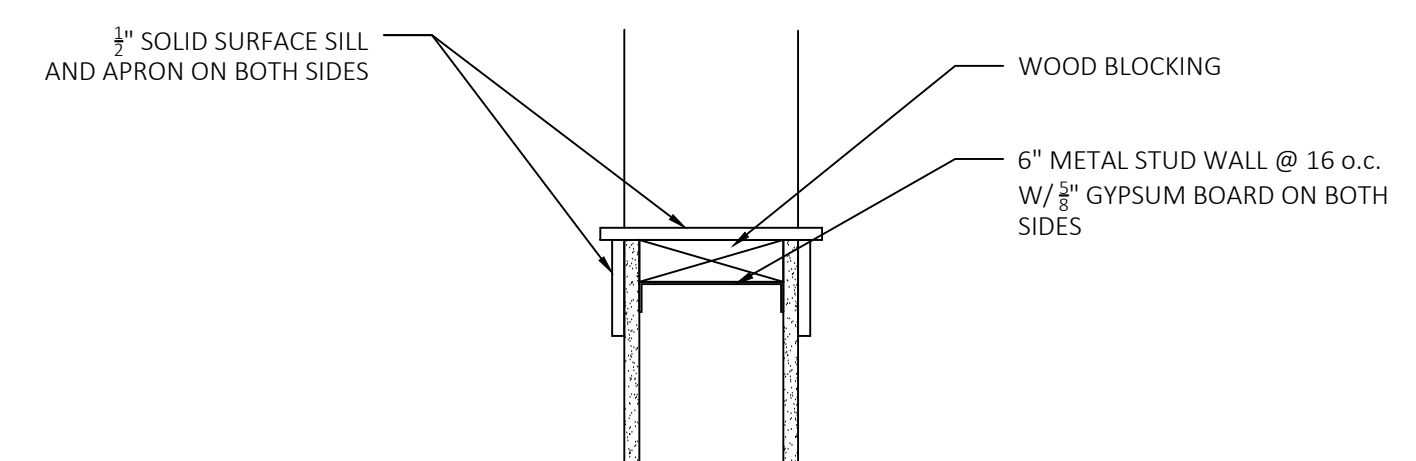
# WALL SECTIONS & DETAILS

RENOVATIONS  
**CROSBY HIGH SCHOOL  
 MAIN OFFICE**  
 300 PIERPONT ROAD  
 WATERBURY, CT 06705

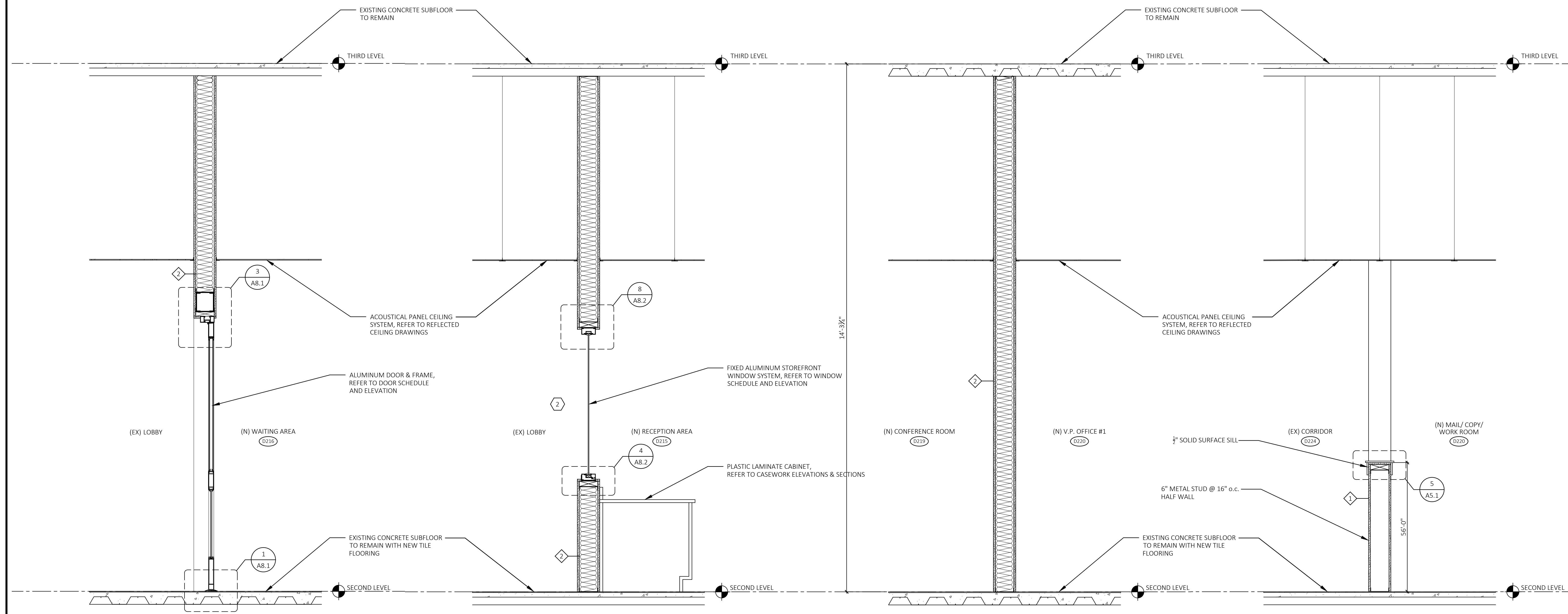
ARCHITECT'S SEAL



SHEET NO.  
**A5.1**



**5 SILL DETAIL**  
 SCALE: 1-1/2"=1'-0"



**4 WALL SECTION**  
 SCALE: 3/4"=1'-0"

**3 WALL SECTION**  
 SCALE: 3/4"=1'-0"

**2 WALL SECTION**  
 SCALE: 3/4"=1'-0"

**1 WALL SECTION**  
 SCALE: 3/4"=1'-0"

DATE: 12-21-2016  
 DRAWN BY: AAF  
 SCALE: 3/4" = 1'-0"  
 REVIEWED BY: NIM  
 PROJECT NO. 2016-051A

NO.	DATE	DESCRIPTION
1	01-24-2017	CHANGE TO LUXURY VINYL TILE MATERIAL

# WALL SECTIONS

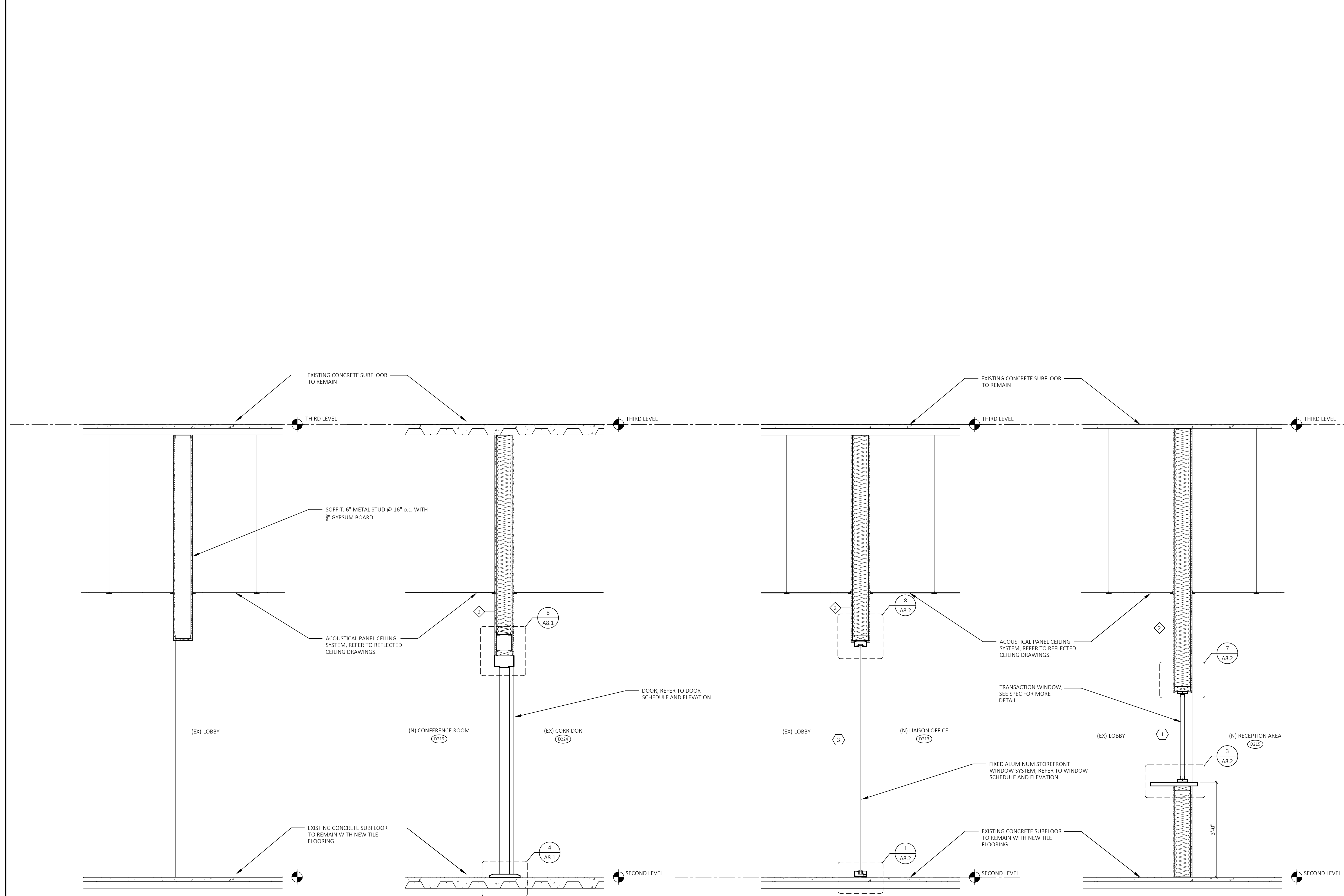
RENOVATIONS  
**CROSBY HIGH SCHOOL  
 MAIN OFFICE**  
 300 PIERPONT ROAD  
 WATERBURY, CT 06705

ARCHITECT'S SEAL

ARCHITECT'S SEAL



SHEET NO.  
**A5.2**



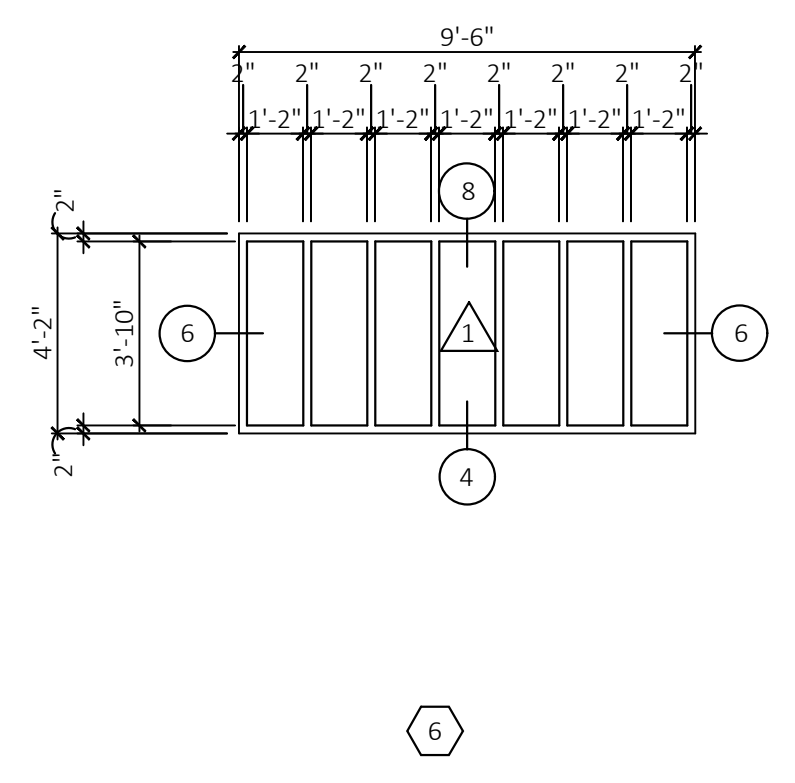
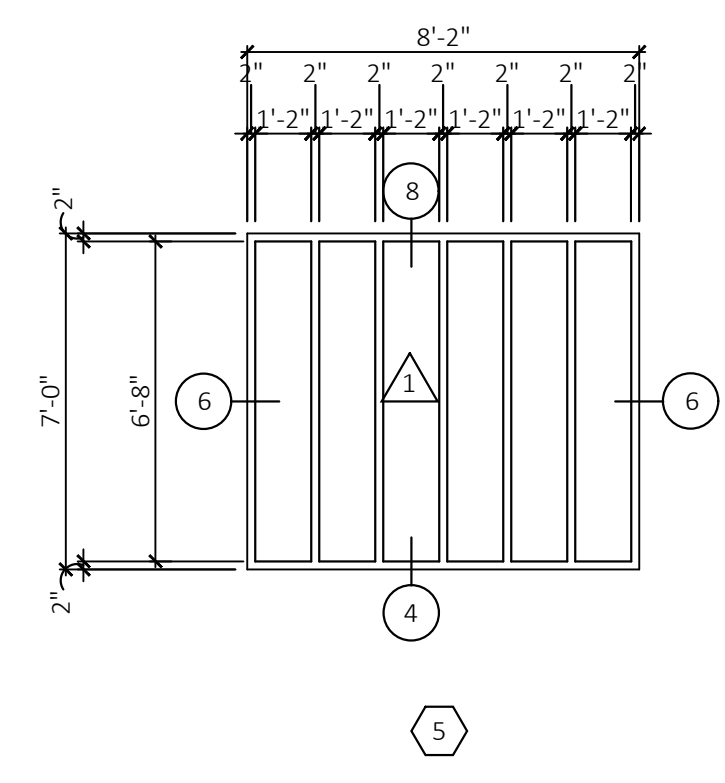
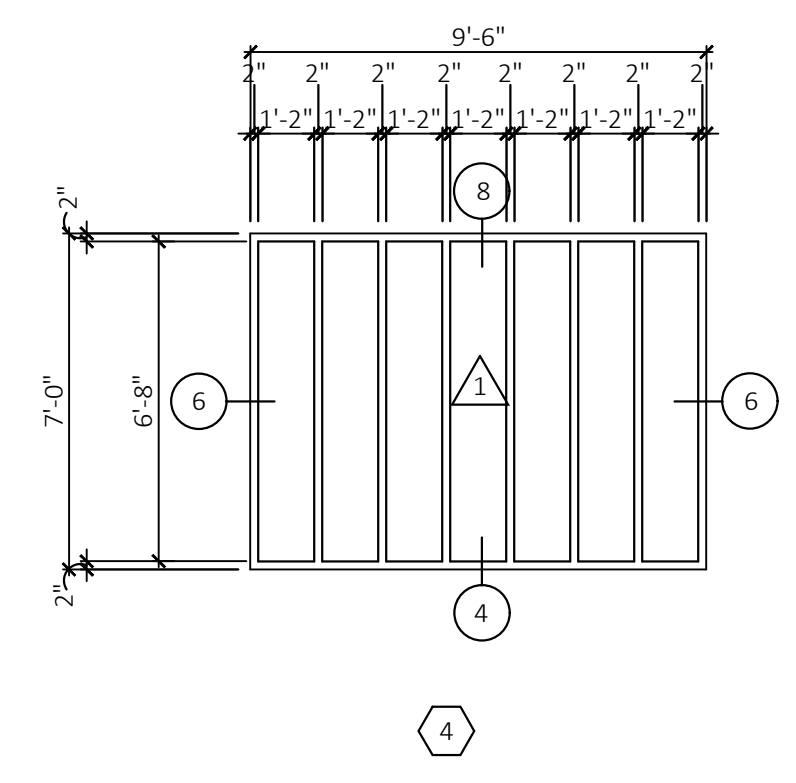
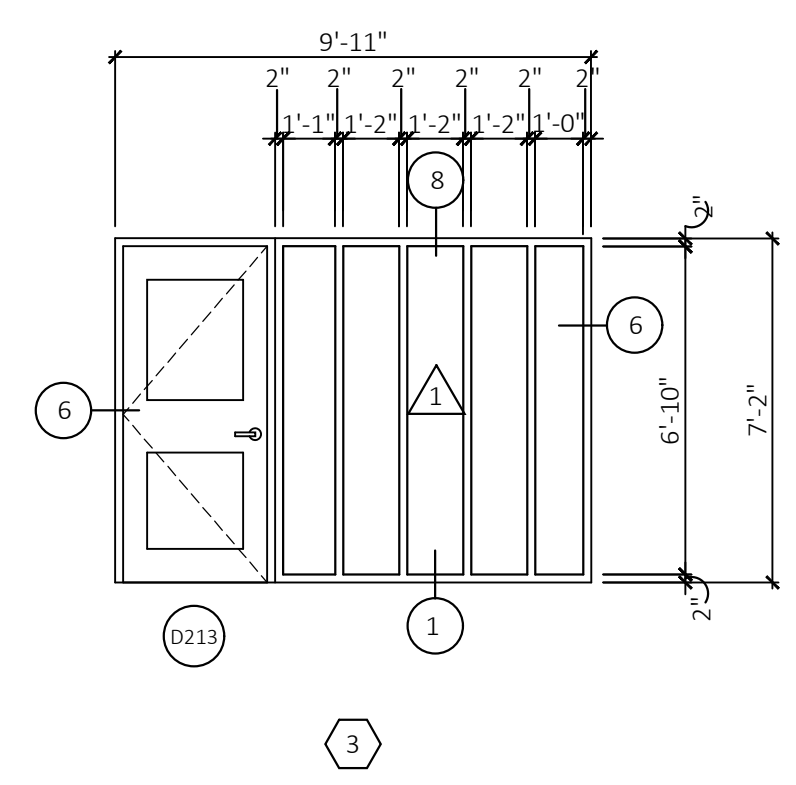
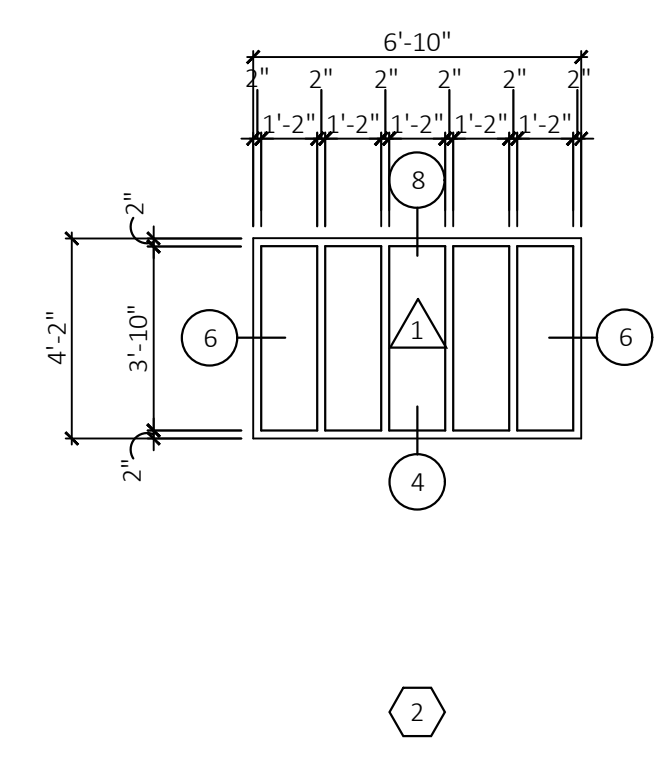
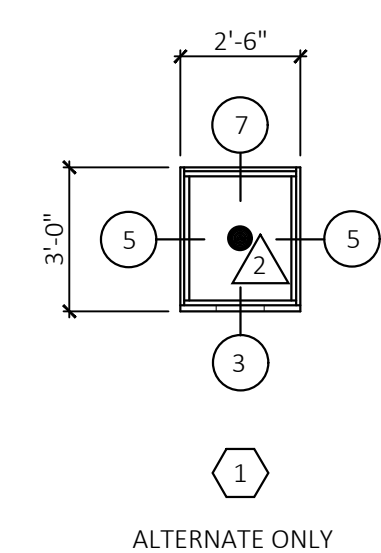
**4** WALL SECTION  
 SCALE: 3/4"=1'-0"

**3** WALL SECTION  
 SCALE: 3/4"=1'-0"

**2** WALL SECTION  
 SCALE: 3/4"=1'-0"

**1** WALL SECTION  
 SCALE: 3/4"=1'-0"





WINDOW TYPE SCHEDULE					
ELEV. TAG #	FRAME	HEAD	JAMB	SILL	GLASS TYPE
1	ALUM. CHANNEL	7	5	3	2
2	4 1/2" DEEP ALUM.	8	6	4	1
3	4 1/2" DEEP ALUM.	8	6	1	1
4	4 1/2" DEEP ALUM.	8	6	4	1
5	4 1/2" DEEP ALUM.	8	6	4	1
6	4 1/2" DEEP ALUM.	8	6	4	1

GLASS SCHEDULE	
TYPE 1	1/4" FULLY TEMPERED
TYPE 2	1/4" UNCOATED ACRYLIC

INDICATES GLASS TYPE

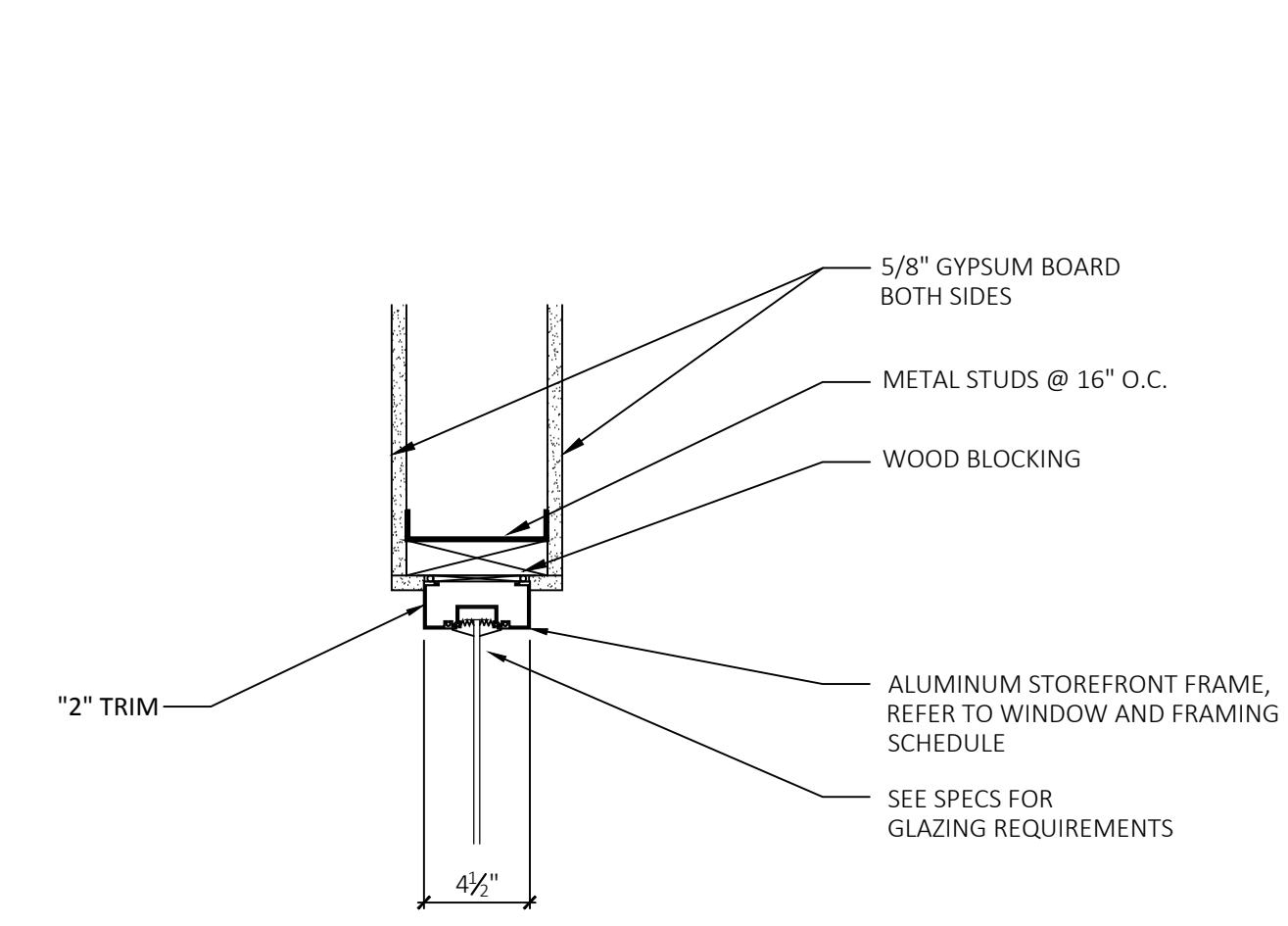
WINDOW SCHEDULE NOTE:  
 1. ALTERNATE, WINDOW # 3 - PROVIDE HOLLOW METAL WINDOW FRAMES IN LIEU OF ALUMINUM STOREFRONT SYSTEM.

DATE: 12-21-2016  
 DRAWN BY: AAF  
 SCALE: AS NOTED  
 REVIEWED BY: NIM  
 PROJECT NO. 2016-051A

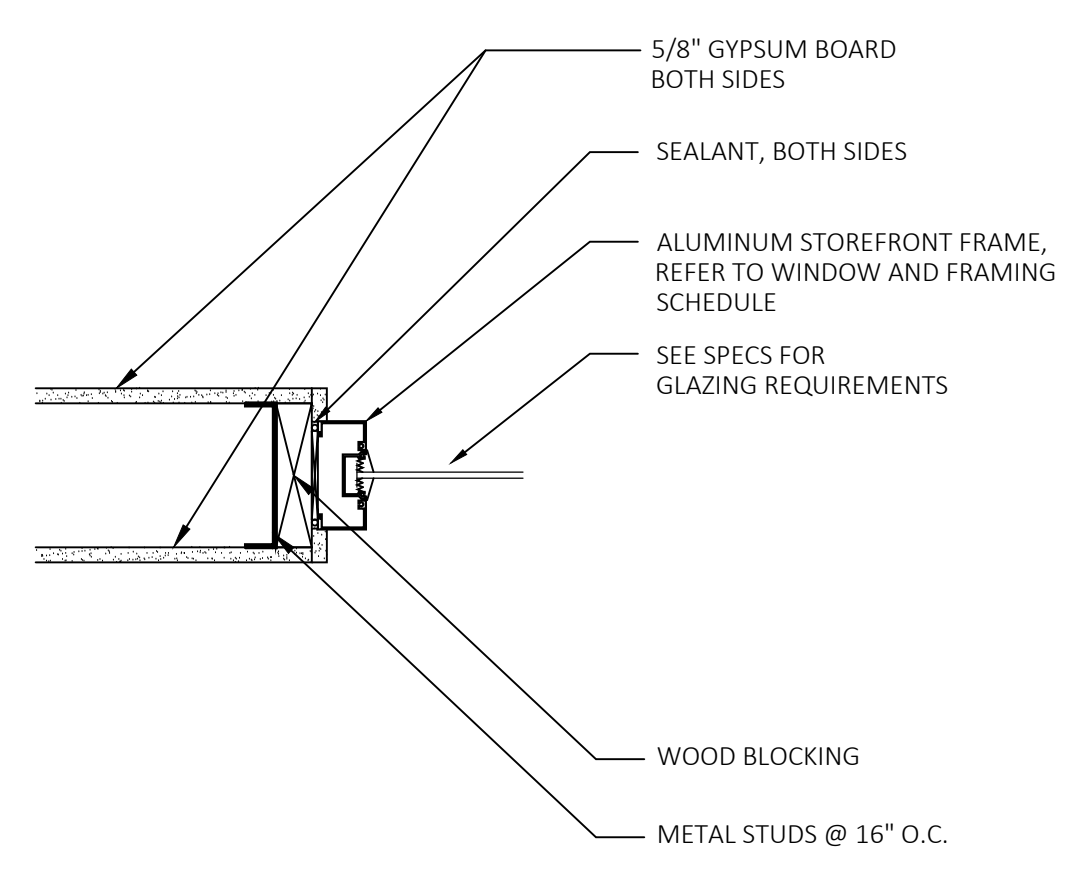
REVISIONS	
NO.	DESCRIPTION
1	CHANGE TO LUXURY VINYL TILE MATERIAL

# WINDOW ELEVATIONS, DETAILS & SCHEDULE

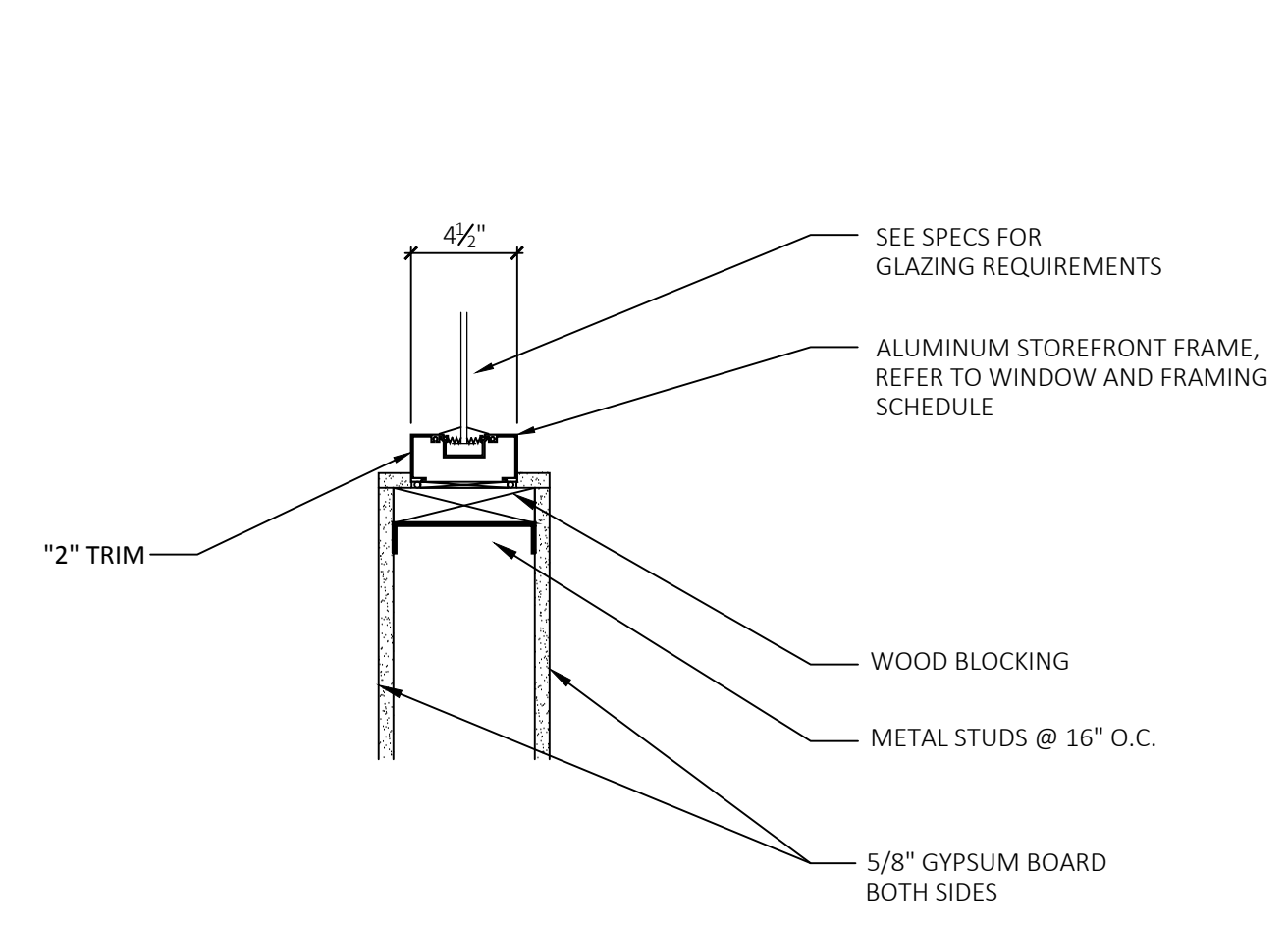
RENOVATIONS  
**CROSBY HIGH SCHOOL  
 MAIN OFFICE**  
 300 PIERPOINT ROAD  
 WATERBURY, CT 06705



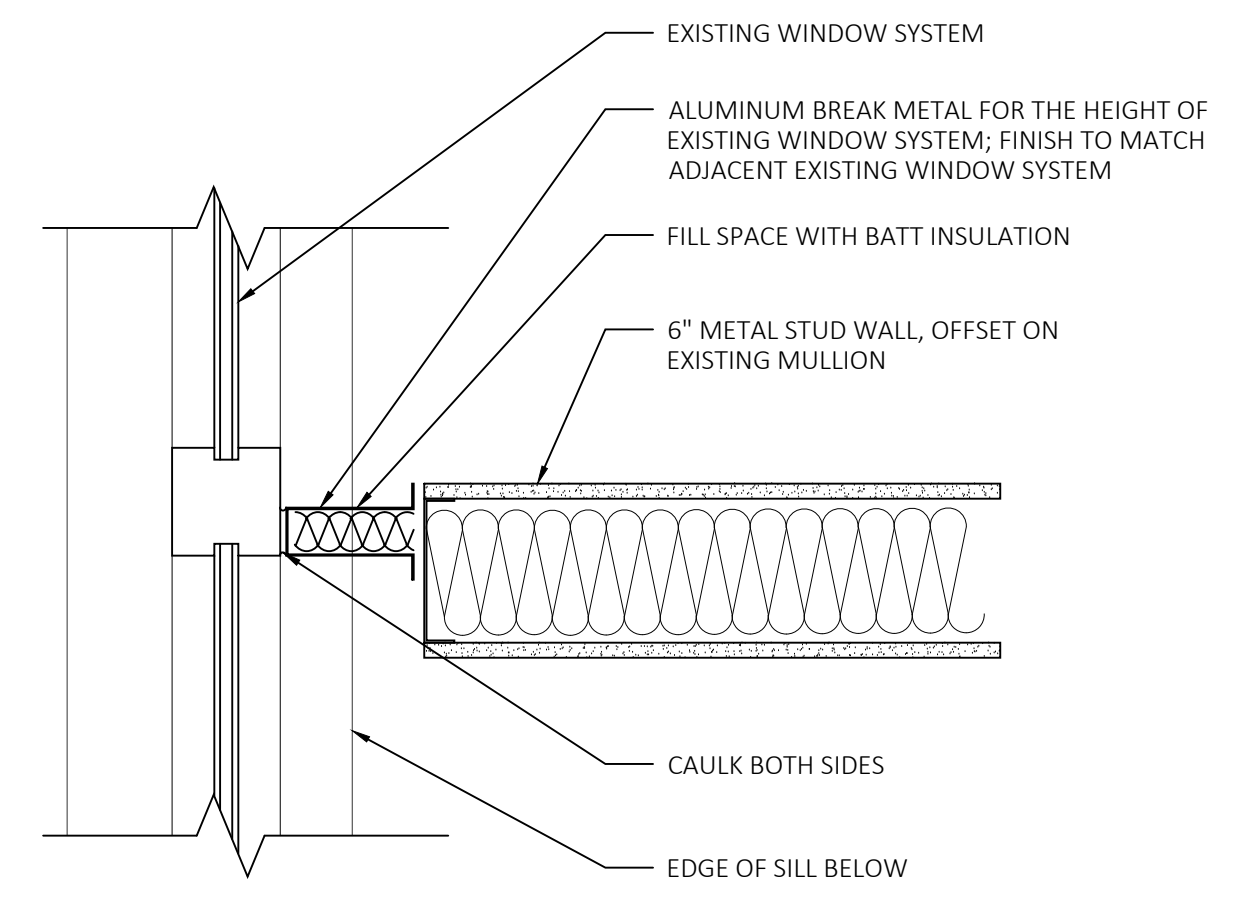
**8 HEAD DETAIL**  
 SCALE: 1-1/2"=1'-0"



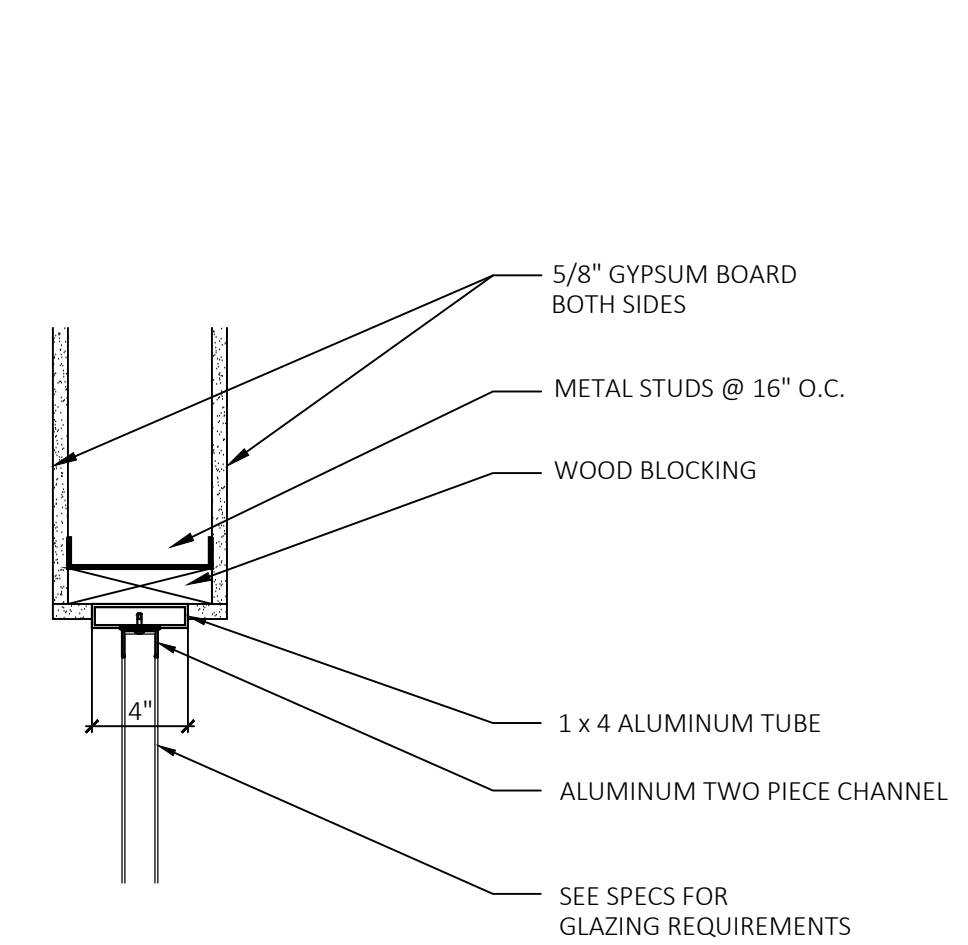
**6 JAMB DETAIL**  
 SCALE: 1-1/2"=1'-0"



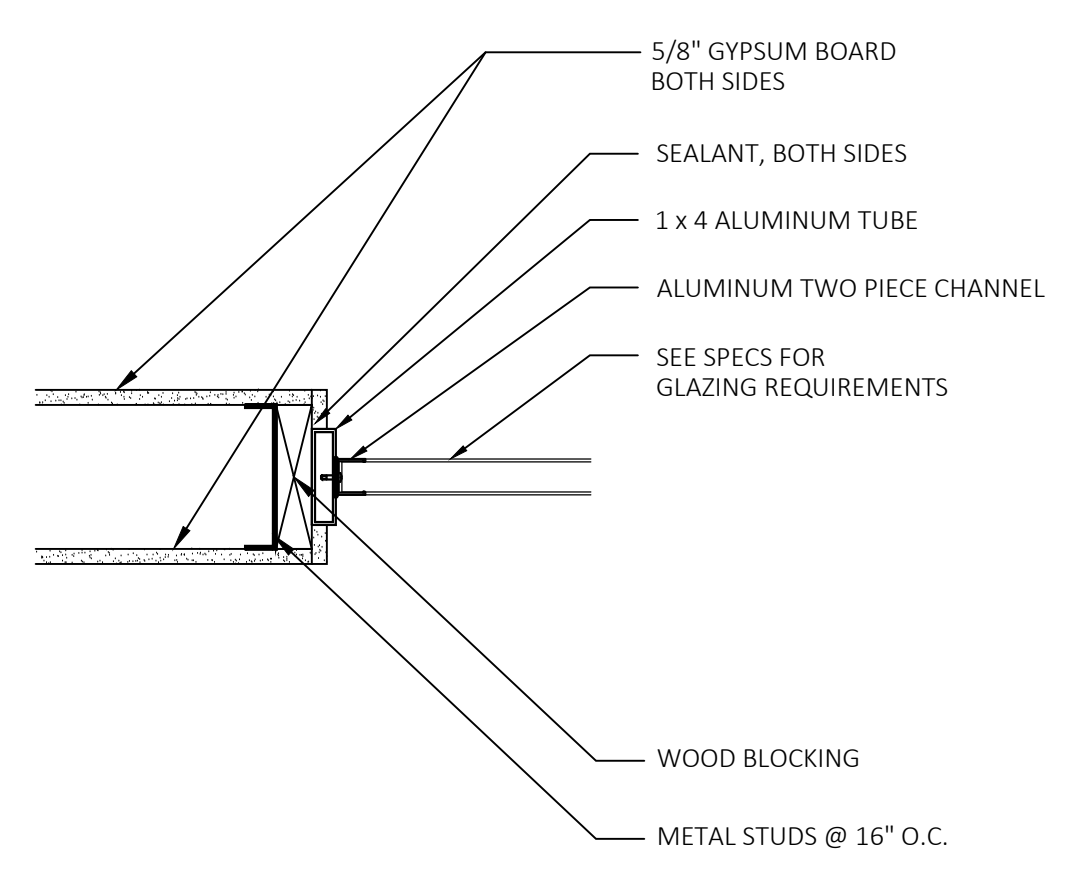
**4 SILL DETAIL**  
 SCALE: 1-1/2"=1'-0"



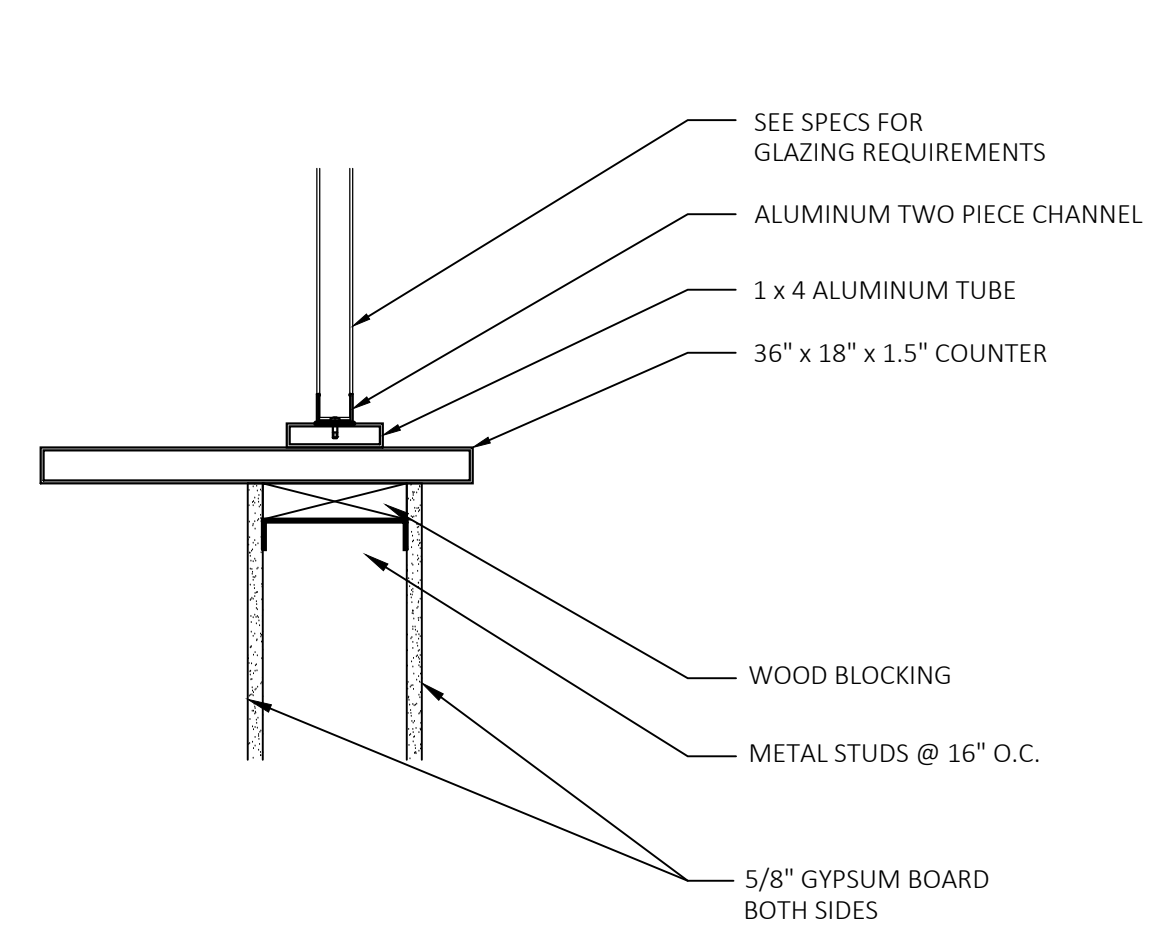
**2 MULLION DETAIL**  
 SCALE: 1-1/2"=1'-0"



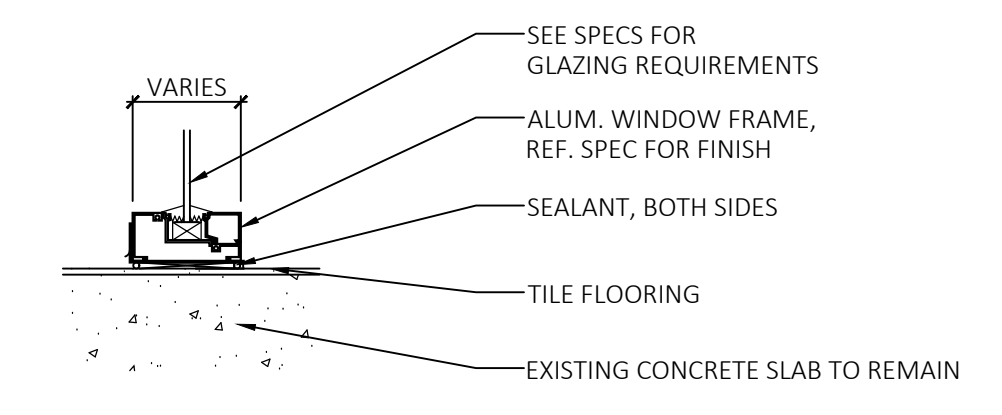
**7 HEAD DETAIL**  
 SCALE: 1-1/2"=1'-0"



**5 JAMB DETAIL**  
 SCALE: 1-1/2"=1'-0"



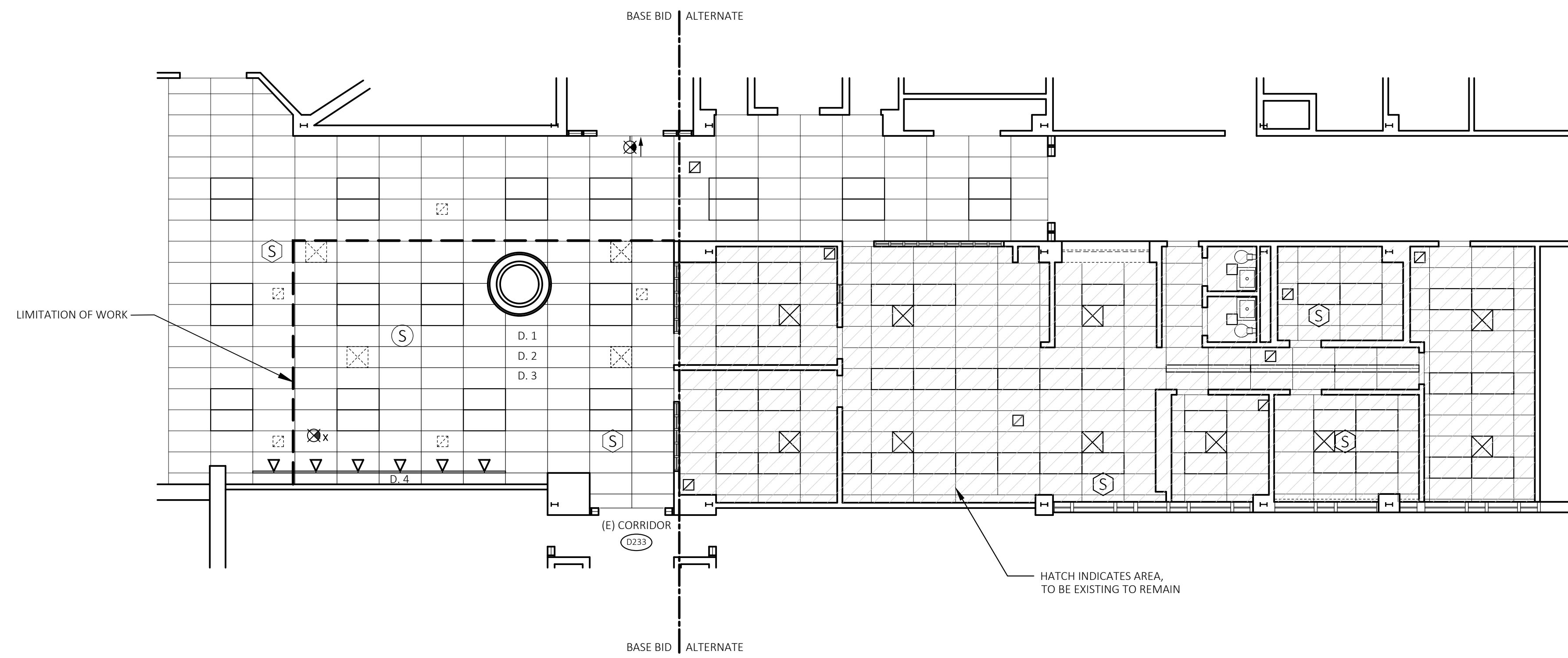
**3 SILL DETAIL**  
 SCALE: 1-1/2"=1'-0"



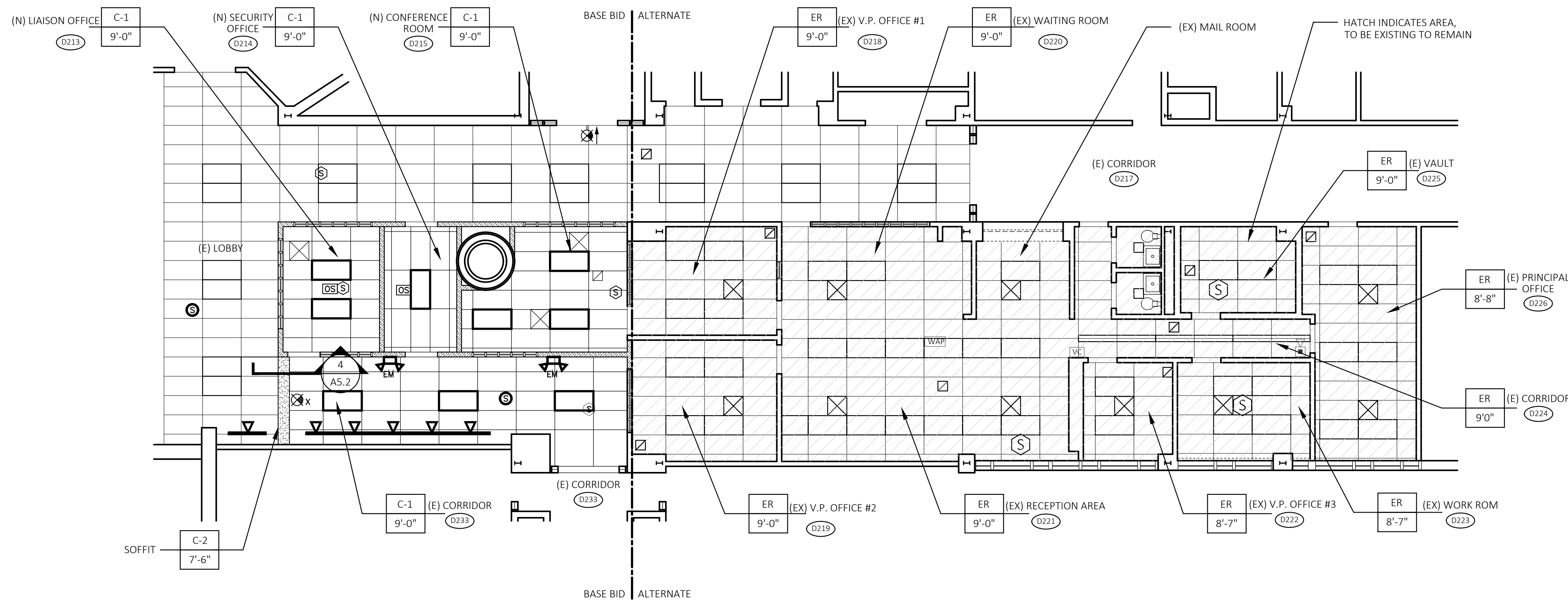
**1 SILL DETAIL**  
 SCALE: 1-1/2"=1'-0"

ARCHITECT'S SEAL  
  
 281 Farmington Avenue  
 Farmington, CT 06032

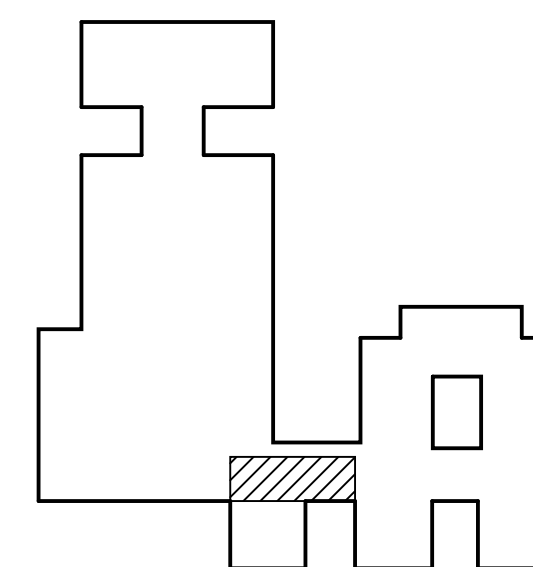
SHEET NO.  
**A8.2**



**DEMOLITION REFLECTED CEILING PLAN**  
SCALE: 1/8"=1'-0"



**BASE BID REFLECTED CEILING PLAN**  
SCALE: 1/8"=1'-0"



KEY PLAN

**REFLECTED CEILING LEGEND**

C-X	CEILING TYPE AND HEIGHT SYMBOL -
X'-X"	CEILING TYPE
X'-X"	CEILING HEIGHT
[Symbol]	NEW, EXISTING OR RELOCATED RECESSED 2 X 4 LIGHT FIXTURE. REFER TO ELEC. DWGS.
[Symbol]	NEW, EXISTING OR RELOCATED RECESSED 2 X 2 LIGHT FIXTURE. REFER TO ELEC. DWGS.
[Symbol]	NEW, EXISTING OR RELOCATED LIGHT FIXTURE. REFER TO ELEC. DWGS.
[Symbol]	NEW, EXISTING OR RELOCATED TRACK OR LIGHT FIXTURE. REFER TO ELEC. DWGS.
[Symbol]	NEW, EXISTING OR RELOCATED PENDANT SPECIALTY LIGHT FIXTURE. REFER TO ELEC. DWGS.
[Symbol]	SUPPLY DIFFUSER. REFER TO MECHANICAL DRAWINGS FOR TYPES AND SIZES.
[Symbol]	RETURN DIFFUSER. REFER TO MECHANICAL DRAWINGS FOR TYPES AND SIZES.
CUH	CABINET UNIT HEATER
[Symbol]	SPRINKLER HEAD
[Symbol]	SPEAKER RELOCATED
[Symbol]	SMOKE DETECTOR RELOCATED
[Symbol]	HEAT DETECTOR RELOCATED
[Symbol]	EXIT SIGN WITH DIRECTIONAL CHEVRON, AS REQ'D. SEE ELEC. DWGS. FOR SPECIFIC TYPES.

**CEILING DEMOLITION NOTES**

- D-1 REMOVE CEILING TILES AND GRID.
- D-2 REMOVE LIGHTING FIXTURES. REFER TO ELECTRICAL DWGS.
- D-3 RELOCATE SUPPLY AND RETURN DIFFUSERS, REFER TO MECHANICAL DWGS.
- D-4 REMOVE AND REPLACE TRACK LIGHTING. REFER TO ELECTRICAL DWGS.

**CEILING TYPE SCHEDULE**

- NOTE: NOT ALL CEILING TYPES ARE USED. SEE PLANS & SPECIFICATIONS.
- C-1 NEW SUSPENDED ACOUSTICAL PANEL IN GRID
  - C-2 NEW PAINTED GYPSUM BOARD, PAINT P-1
  - ER EXISTING TO REMAIN

**GENERAL NOTES**

- A THIS PLAN INDICATES DIRECTIONAL LAYOUT OF CEILING GRIDS. REFER TO CEILING TYPE SCHEDULE.
- B IN ALL AREAS OF NEW & EXISTING SUSPENDED ACOUSTICAL CEILINGS, THE SPRINKLER LINES SHALL BE INSTALLED CONCEALED. REFER TO FIRE PROTECTION DRAWINGS FOR SPRINKLER HEAD LOCATIONS AND RELATED INFORMATION.
- C REFER TO ELECTRICAL DRAWINGS FOR LIGHTING FIXTURE TYPES, REQUIRED WORK AND FOR OTHER CEILING MOUNTED EQUIPMENT NOT INDICATED ON THESE DRAWINGS.
- D REFER TO MECHANICAL DRAWINGS FOR DIFFUSER TYPES, REQUIRED WORK AND FOR OTHER CEILING MOUNTED EQUIPMENT NOT INDICATED ON THESE DRAWINGS.
- E REFER TO DETAIL 1/R1.2 FOR SEISMIC BRACING DETAILS FOR NEW SUSPENDED CEILINGS.
- F CUT NEW CEILING TILES AS REQUIRED FOR INSTALLATION AROUND NEW OR EXISTING VENT PIPING, EXHAUST DUCTS, SPRINKLER HEADS, CONDUIT, ETC.

NOTE: FIELD VERIFY ALL CEILING HEIGHTS PRIOR TO INSTALLATION OF NEW GRIDS. COORDINATE WITH INSTALLATION OF NEW LIGHTING FIXTURES, SPRINKLER PIPING, DUCTWORK AND EXISTING STRUCTURE. NOTIFY ARCHITECT OF ANY CONFLICTS PRIOR TO INSTALLING NEW GRID.

**GENERAL DEMOLITION NOTES**

1. SHUT OFF, CAP AND OTHERWISE PROTECT EXISTING PUBLIC UTILITY LINES IN ACCORDANCE WITH THE REQUIREMENTS OF THE PUBLIC AGENCY HAVING JURISDICTION.
2. REMOVE ALL RADIATION UNITS, H.V.A.C. RUNS, MECHANICAL UNITS, ETC. REFER TO MECHANICAL DEMOLITION DRAWINGS FOR RELATED INFORMATION.
3. REMOVE ALL ELECTRICAL LIGHTING FIXTURES, ELECTRICAL RUNS, ASSOCIATED DEVICES & ELECTRICAL PANELS. REFER TO ELECTRICAL DEMOLITION DRAWINGS FOR RELATED INFORMATION.
4. ALL EXISTING LAY IN CEILING PANELS TO BE REMOVED & RECYCLED. REMOVE & STORE AS PER SPECIFICATIONS FOR PICK UP & RECYCLE.
5. REMOVE ALL CEILING GRIDS, GYPSUM CEILINGS AND SUSPENSION SYSTEMS AT ALL AREAS WHERE NEW CEILINGS ARE SCHEDULED. REFER TO REFLECTED CEILING DEMO PLANS FOR EXISTING CONDITIONS.
6. REMOVE ALL EXISTING BUILT-IN MILLWORK INCLUDING SINKS, ASSOCIATED PLUMBING & ELECTRICAL BACK TO SOURCE OF PANEL AS REQ'D. REFER TO MEP DEMO DWGS.
7. NO ELECTRICAL, TECHNOLOGY WIRING OR PNEUMATIC LINES ARE TO BE ABANDONED IN PLACE.

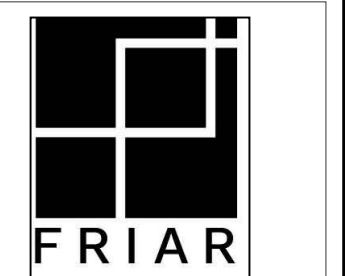
DATE:	12-21-2016
DRAWN BY:	AAF
SCALE:	1/8"=1'-0"
REVIEWED BY:	NJM
PROJECT NO.	2016-051A

NO.	DATE	DESCRIPTION
1	01-24-2017	CHANGE TO LUXURY VINYL TILE MATERIAL

**BASE BID REFLECTED CEILING PLAN**

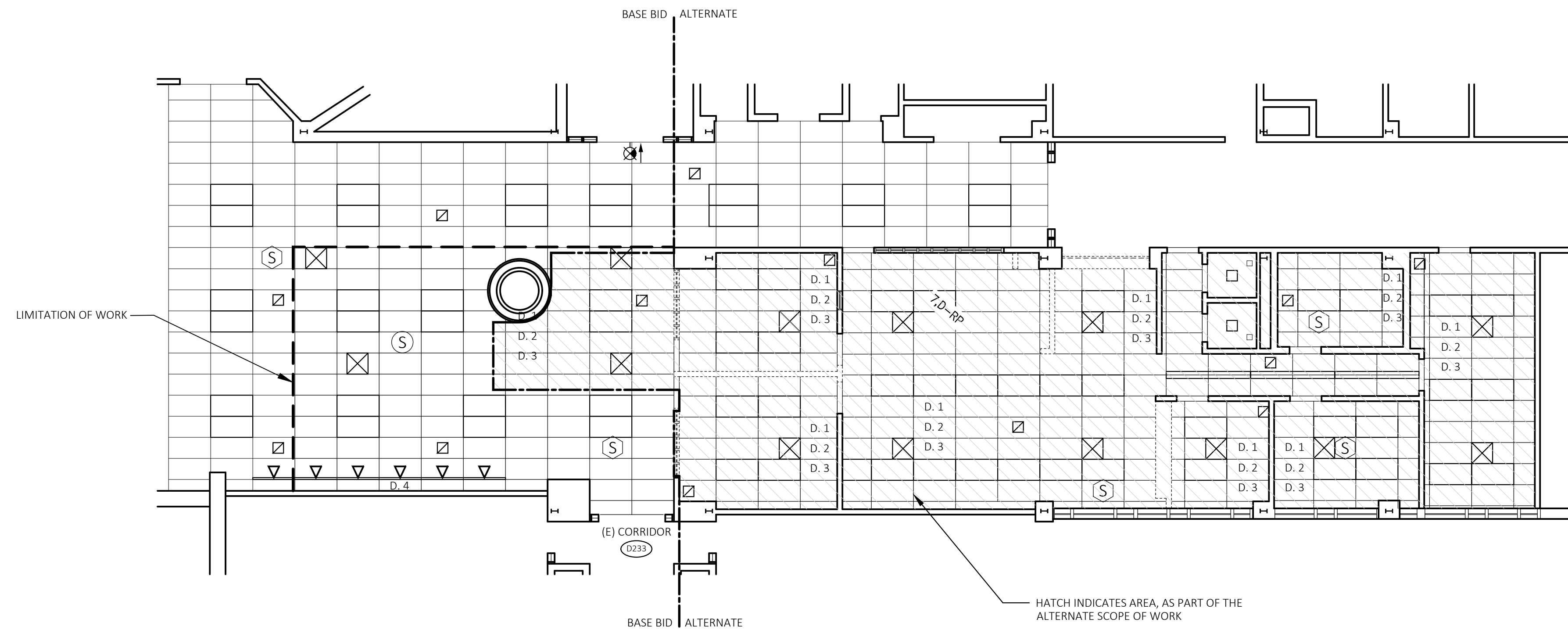
RENOVATIONS  
**CROSBY HIGH SCHOOL  
MAIN OFFICE**  
300 PIERPOINT ROAD  
WATERBURY, CT 06705

ARCHITECT'S SEAL

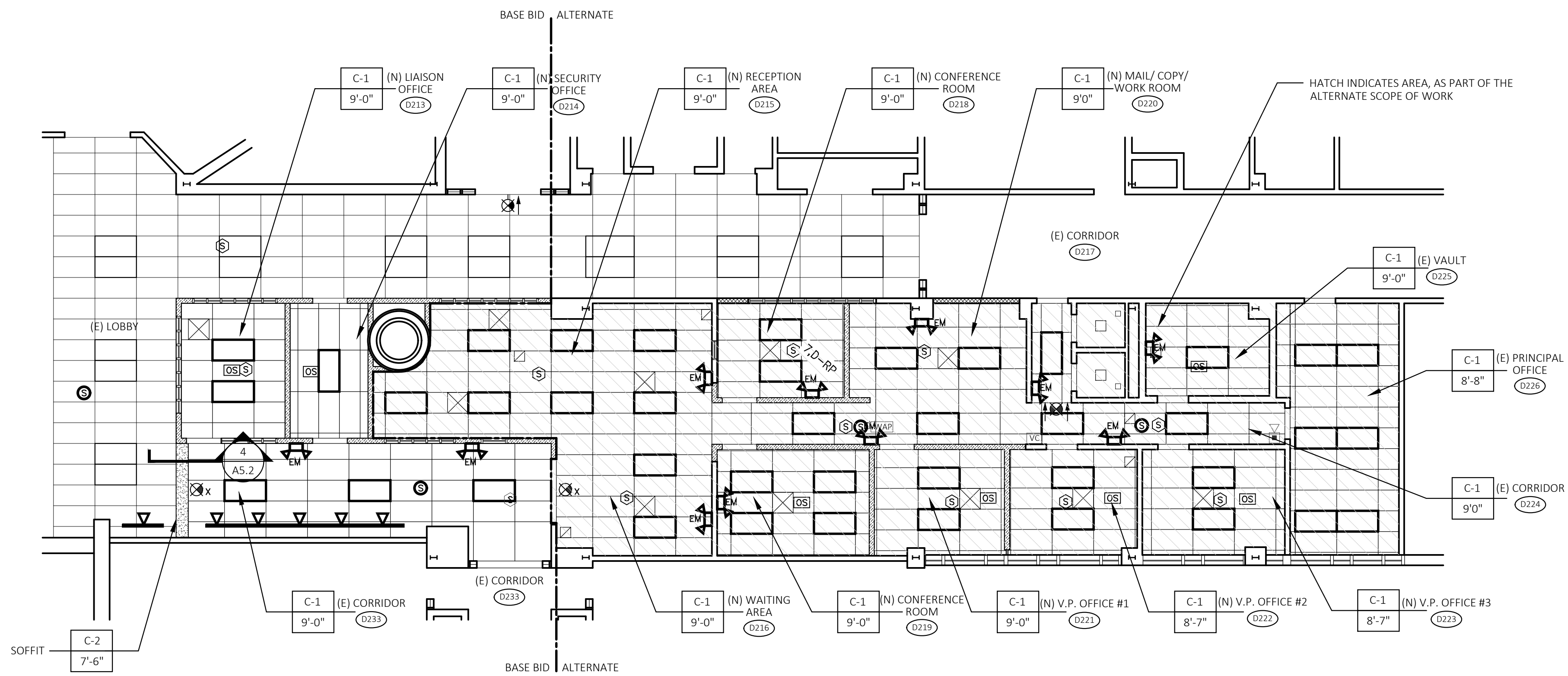


281 Farmington Avenue  
Farmington, CT 06032

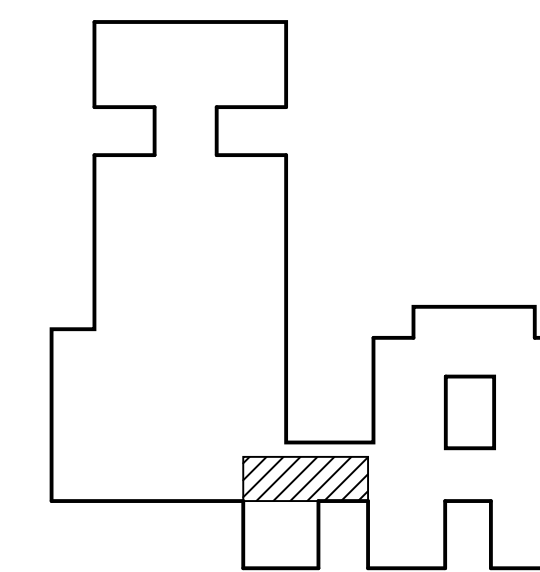
SHEET NO.  
**A9.1B**



**DEMOLITION REFLECTED CEILING PLAN**  
SCALE: 1/8"=1'-0"



**ALTERNATE REFLECTED CEILING PLAN**  
SCALE: 1/8"=1'-0"



KEY PLAN

**REFLECTED CEILING LEGEND**

C-X	CEILING TYPE AND HEIGHT SYMBOL -
X'-X"	CEILING TYPE
X'-X"	CEILING HEIGHT
[Symbol]	NEW, EXISTING OR RELOCATED RECESSED 2 X 4 LIGHT FIXTURE. REFER TO ELEC. DWGS.
[Symbol]	NEW, EXISTING OR RELOCATED RECESSED 2 X 2 LIGHT FIXTURE. REFER TO ELEC. DWGS.
[Symbol]	NEW, EXISTING OR RELOCATED LIGHT FIXTURE. REFER TO ELEC. DWGS.
[Symbol]	NEW, EXISTING OR RELOCATED TRACK OR LIGHT FIXTURE. REFER TO ELEC. DWGS.
[Symbol]	NEW, EXISTING OR RELOCATED PENDANT SPECIALTY LIGHT FIXTURE. REFER TO ELEC. DWGS.
[Symbol]	SUPPLY DIFFUSER. REFER TO MECHANICAL DRAWINGS FOR TYPES AND SIZES.
[Symbol]	RETURN DIFFUSER. REFER TO MECHANICAL DRAWINGS FOR TYPES AND SIZES.
CUH	CABINET UNIT HEATER
[Symbol]	SPRINKLER HEAD
(S)	SPEAKER RELOCATED
(S)	SMOKE DETECTOR RELOCATED
(H)	HEAT DETECTOR RELOCATED
[Symbol]	EXIT SIGN WITH DIRECTIONAL CHEVRON, AS REQ'D. SEE ELEC. DWGS. FOR SPECIFIC TYPES.

**CEILING DEMOLITION NOTES**

- D-1 REMOVE CEILING TILES AND GRID.
- D-2 REMOVE LIGHTING FIXTURES. REFER TO ELECTRICAL DWGS.
- D-3 RELOCATE SUPPLY AND RETURN DIFFUSERS, REFER TO MECHANICAL DWGS.
- D-4 REMOVE AND REPLACE TRACK LIGHTING. REFER TO ELECTRICAL DWGS.

**CEILING TYPE SCHEDULE**

- NOTE: NOT ALL CEILING TYPES ARE USED. SEE PLANS & SPECIFICATIONS.
- C-1 NEW SUSPENDED ACOUSTICAL PANEL IN GRID
  - C-2 NEW PAINTED GYPSUM BOARD, PAINT P-1

**GENERAL NOTES**

- A THIS PLAN INDICATES DIRECTIONAL LAYOUT OF CEILING GRIDS. REFER TO CEILING TYPE SCHEDULE.
- B IN ALL AREAS OF NEW & EXISTING SUSPENDED ACOUSTICAL CEILINGS, THE SPRINKLER LINES SHALL BE INSTALLED CONCEALED. REFER TO FIRE PROTECTION DRAWINGS FOR SPRINKLER HEAD LOCATIONS AND RELATED INFORMATION.
- C REFER TO ELECTRICAL DRAWINGS FOR LIGHTING FIXTURE TYPES, REQUIRED WORK AND FOR OTHER CEILING MOUNTED EQUIPMENT NOT INDICATED ON THESE DRAWINGS.
- D REFER TO MECHANICAL DRAWINGS FOR DIFFUSER TYPES, REQUIRED WORK AND FOR OTHER CEILING MOUNTED EQUIPMENT NOT INDICATED ON THESE DRAWINGS.
- E REFER TO DETAIL 1/R1.2 FOR SEISMIC BRACING DETAILS FOR NEW SUSPENDED CEILINGS.
- F CUT NEW CEILING TILES AS REQUIRED FOR INSTALLATION AROUND NEW OR EXISTING VENT PIPING, EXHAUST DUCTS, SPRINKLER HEADS, CONDUIT, ETC.

NOTE: FIELD VERIFY ALL CEILING HEIGHTS PRIOR TO INSTALLATION OF NEW GRIDS. COORDINATE WITH INSTALLATION OF NEW LIGHTING FIXTURES, SPRINKLER PIPING, DUCTWORK AND EXISTING STRUCTURE. NOTIFY ARCHITECT OF ANY CONFLICTS PRIOR TO INSTALLING NEW GRID.

**GENERAL DEMOLITION NOTES**

1. SHUT OFF, CAP AND OTHERWISE PROTECT EXISTING PUBLIC UTILITY LINES IN ACCORDANCE WITH THE REQUIREMENTS OF THE PUBLIC AGENCY HAVING JURISDICTION.
2. REMOVE ALL RADIATION UNITS, H.V.A.C. RUNS, MECHANICAL UNITS, ETC. REFER TO MECHANICAL DEMOLITION DRAWINGS FOR RELATED INFORMATION.
3. REMOVE ALL ELECTRICAL LIGHTING FIXTURES, ELECTRICAL RUNS, ASSOCIATED DEVICES & ELECTRICAL PANELS. REFER TO ELECTRICAL DEMOLITION DRAWINGS FOR RELATED INFORMATION.
4. ALL EXISTING LAY IN CEILING PANELS TO BE REMOVED & RECYCLED. REMOVE & STORE AS PER SPECIFICATIONS FOR PICK UP & RECYCLE.
5. REMOVE ALL CEILING GRIDS, GYPSUM CEILINGS AND SUSPENSION SYSTEMS AT ALL AREAS WHERE NEW CEILINGS ARE SCHEDULED. REFER TO REFLECTED CEILING DEMO PLANS FOR EXISTING CONDITIONS.
6. REMOVE ALL EXISTING BUILT-IN MILLWORK INCLUDING SINKS, ASSOCIATED PLUMBING & ELECTRICAL BACK TO SOURCE OF PANEL AS REQ'D. REFER TO MEP DEMO DWGS.
7. NO ELECTRICAL, TECHNOLOGY WIRING OR PNEUMATIC LINES ARE TO BE ABANDONED IN PLACE.

DATE:	12-21-2016
DRAWN BY:	AAF
SCALE:	1/8" = 1'-0"
REVIEWED BY:	NJM
PROJECT NO.	2016-051A

NO.	DATE	DESCRIPTION
1	01-24-2017	CHANGE TO LUXURY VINYL TILE MATERIAL

**ALTERNATE REFLECTED CEILING PLAN**

RENOVATIONS  
**CROSBY HIGH SCHOOL  
MAIN OFFICE**  
300 PIERPOINT ROAD  
WATERBURY, CT 06705

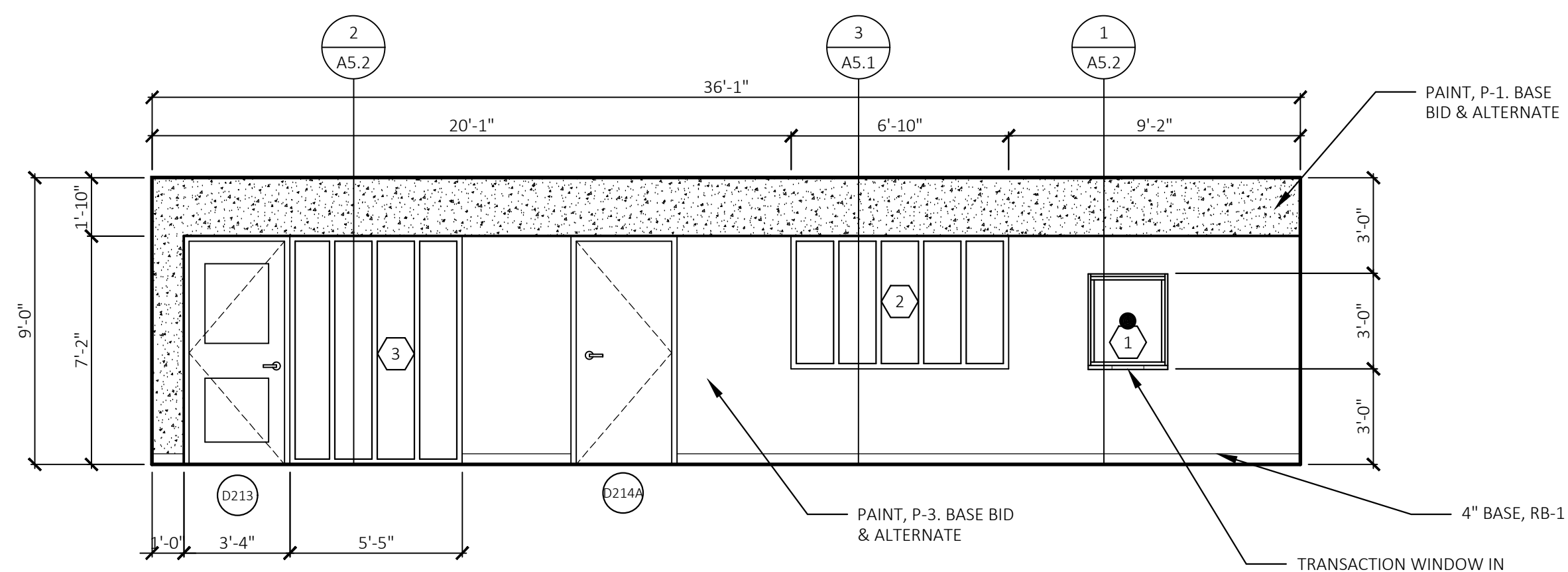
ARCHITECT'S SEAL



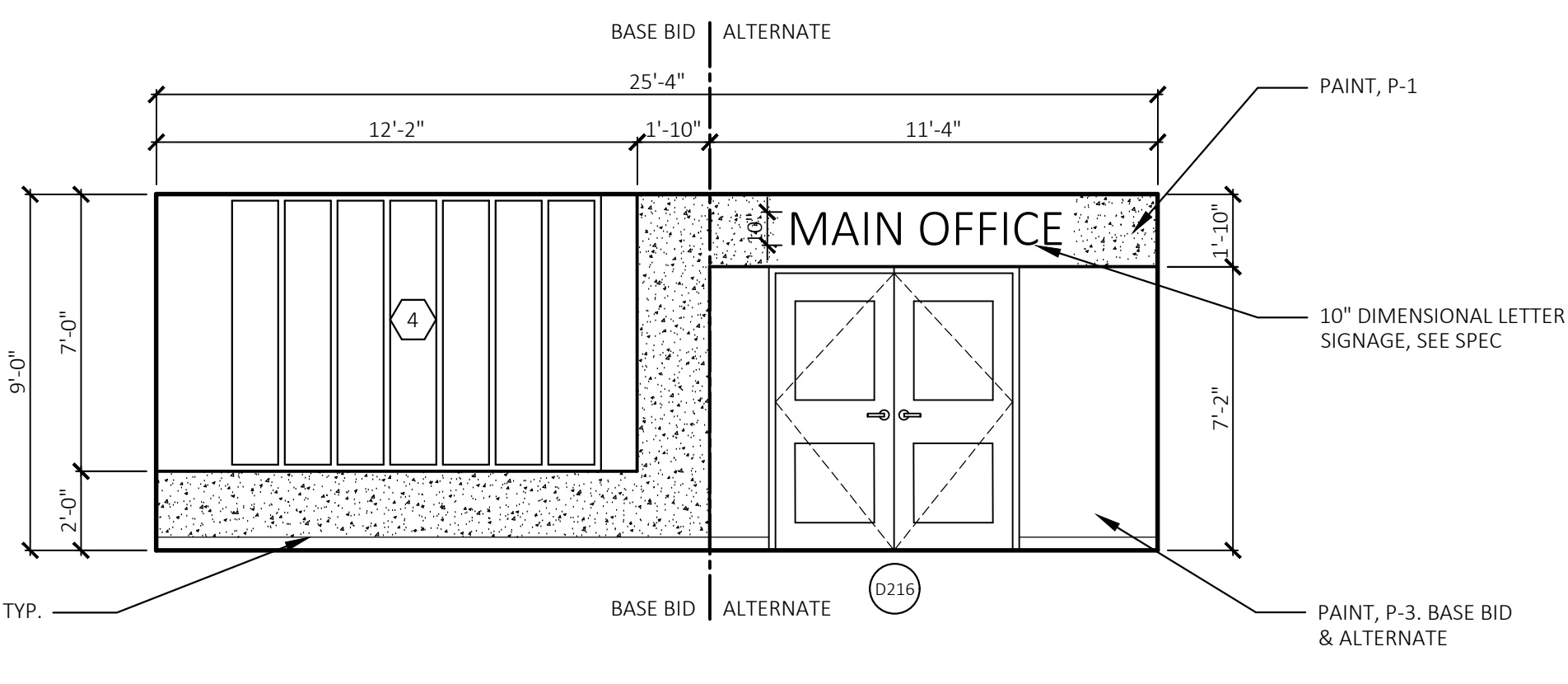
281 Farmington Avenue  
Farmington, CT 06032

**SHEET NO.  
A9.1A**

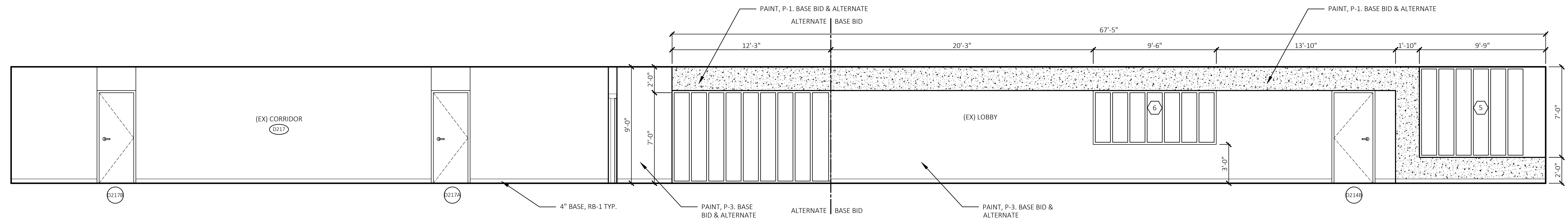




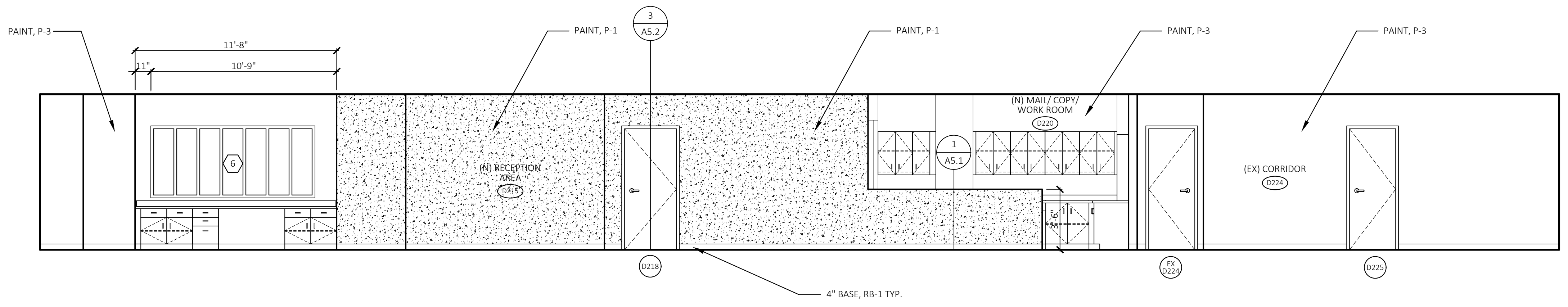
1 LOBBY - NORTH  
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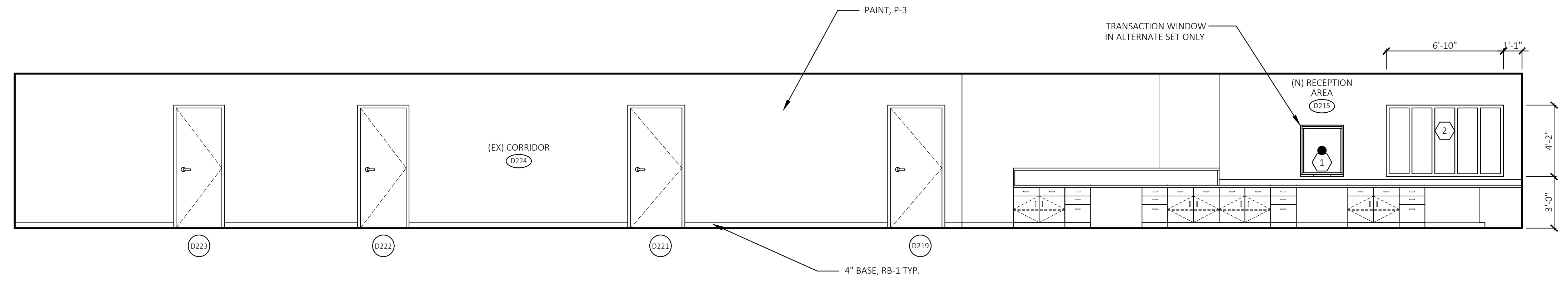
2 LOBBY - EAST  
SCALE: 1/4"=1'-0"



3 LOBBY & CORRIDOR D217 - SOUTH  
SCALE: 1/4"=1'-0"



4 CORRIDOR - D224 NORTH  
SCALE: 1/4"=1'-0"



5 CORRIDOR - D224 & RECEPTION AREA - D215 - SOUTH  
SCALE: 1/4"=1'-0"

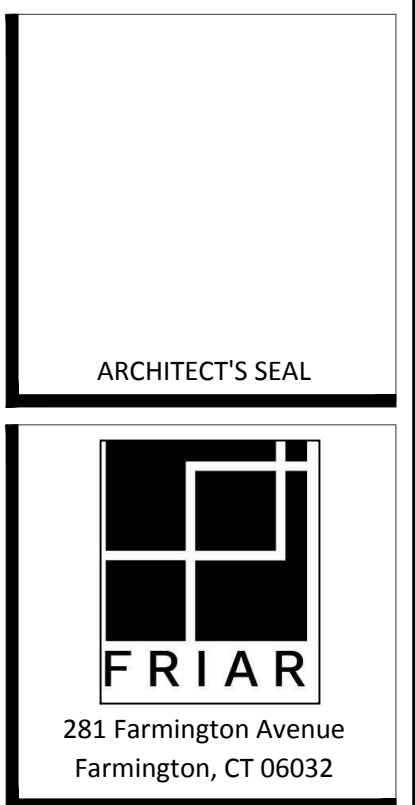
DATE: 12-21-2016  
DRAWN BY: AAF  
SCALE: 1/4"=1'-0"  
REVIEWED BY: NIM  
PROJECT NO. 2016-051A

NO.	DATE	DESCRIPTION
1	01-24-2017	CHANGE TO LUXURY VINYL TILE MATERIAL

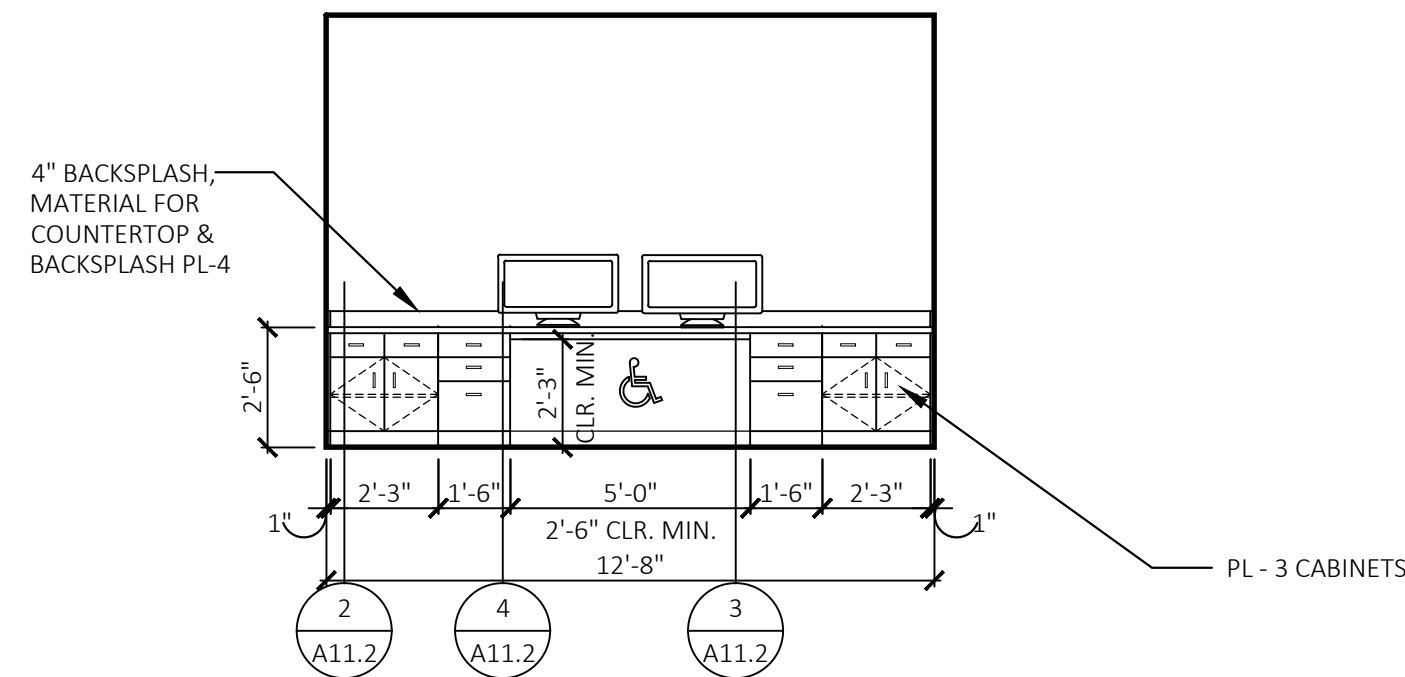
# INTERIOR ELEVATIONS

RENOVATIONS  
**CROSBY HIGH SCHOOL  
MAIN OFFICE**  
300 PIERPOINT ROAD  
WATERBURY, CT 06705

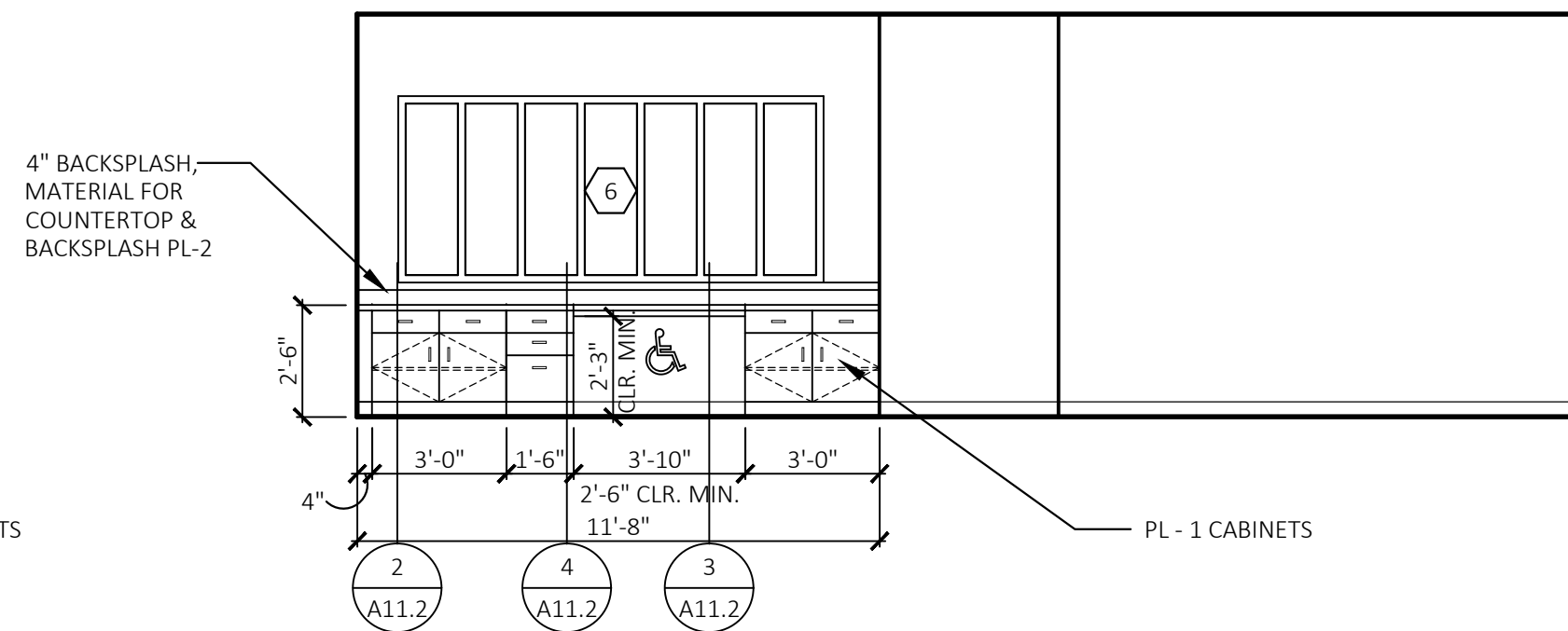
ARCHITECT'S SEAL



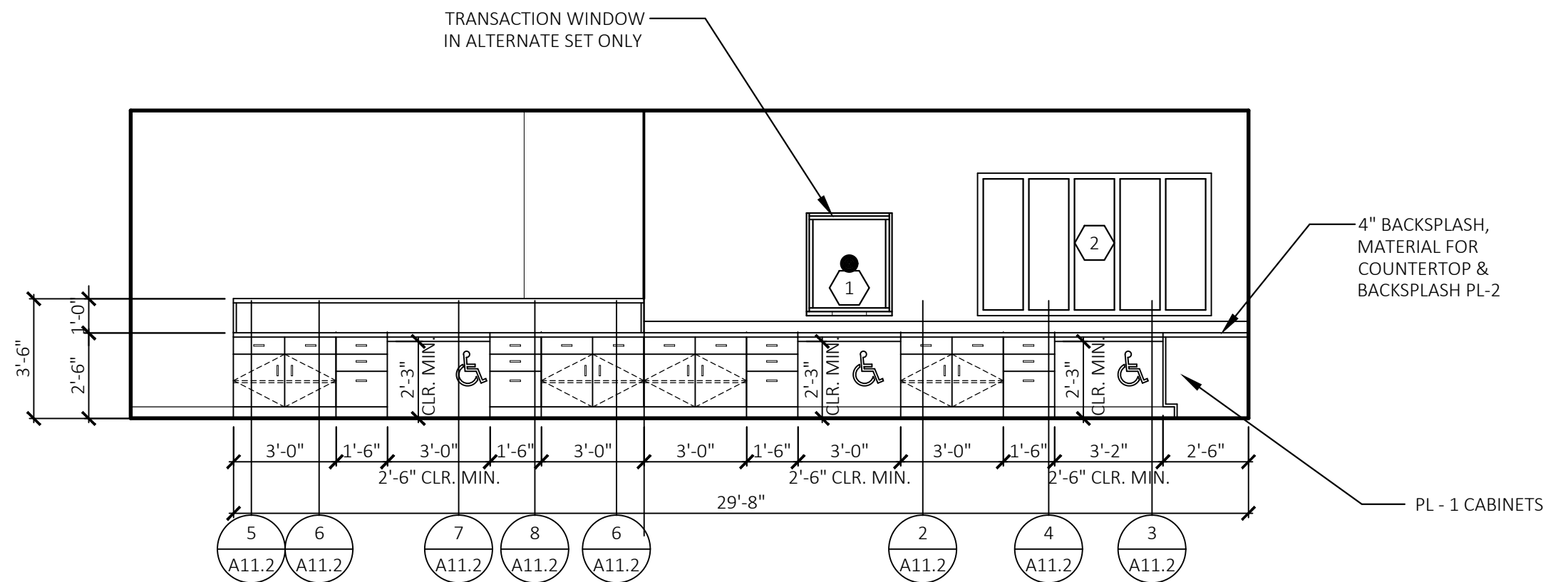
SHEET NO.  
**A10.1**



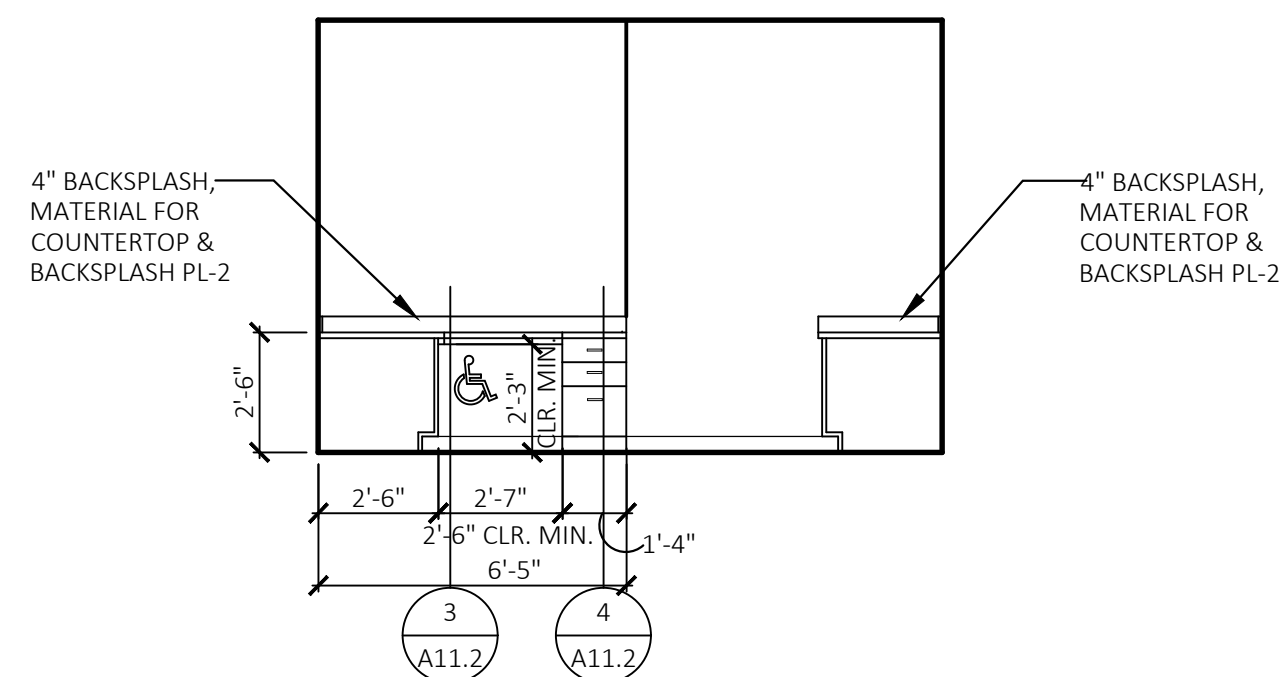
**1 SECURITY OFFICE - D214 - EAST**  
SCALE: 1/4"=1'-0"



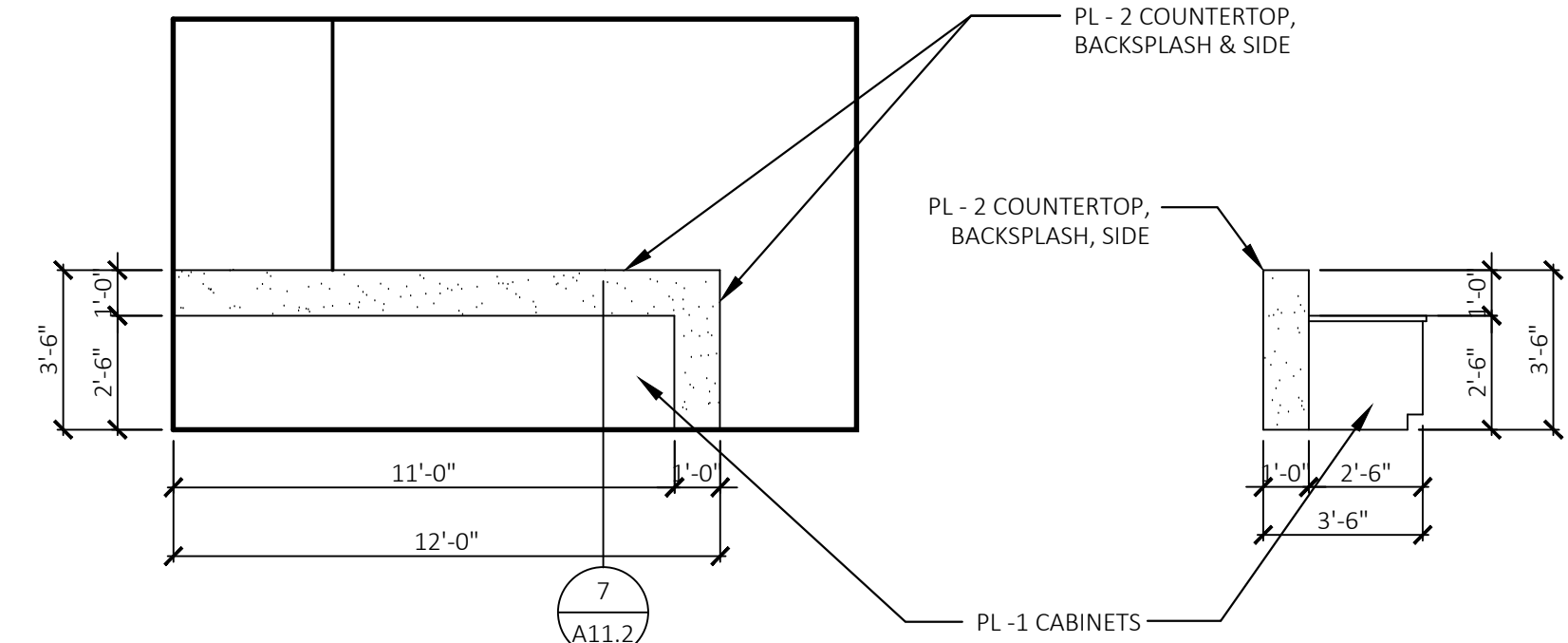
**2 RECEPTION AREA - D215 - SOUTH**  
SCALE: 1/4"=1'-0"



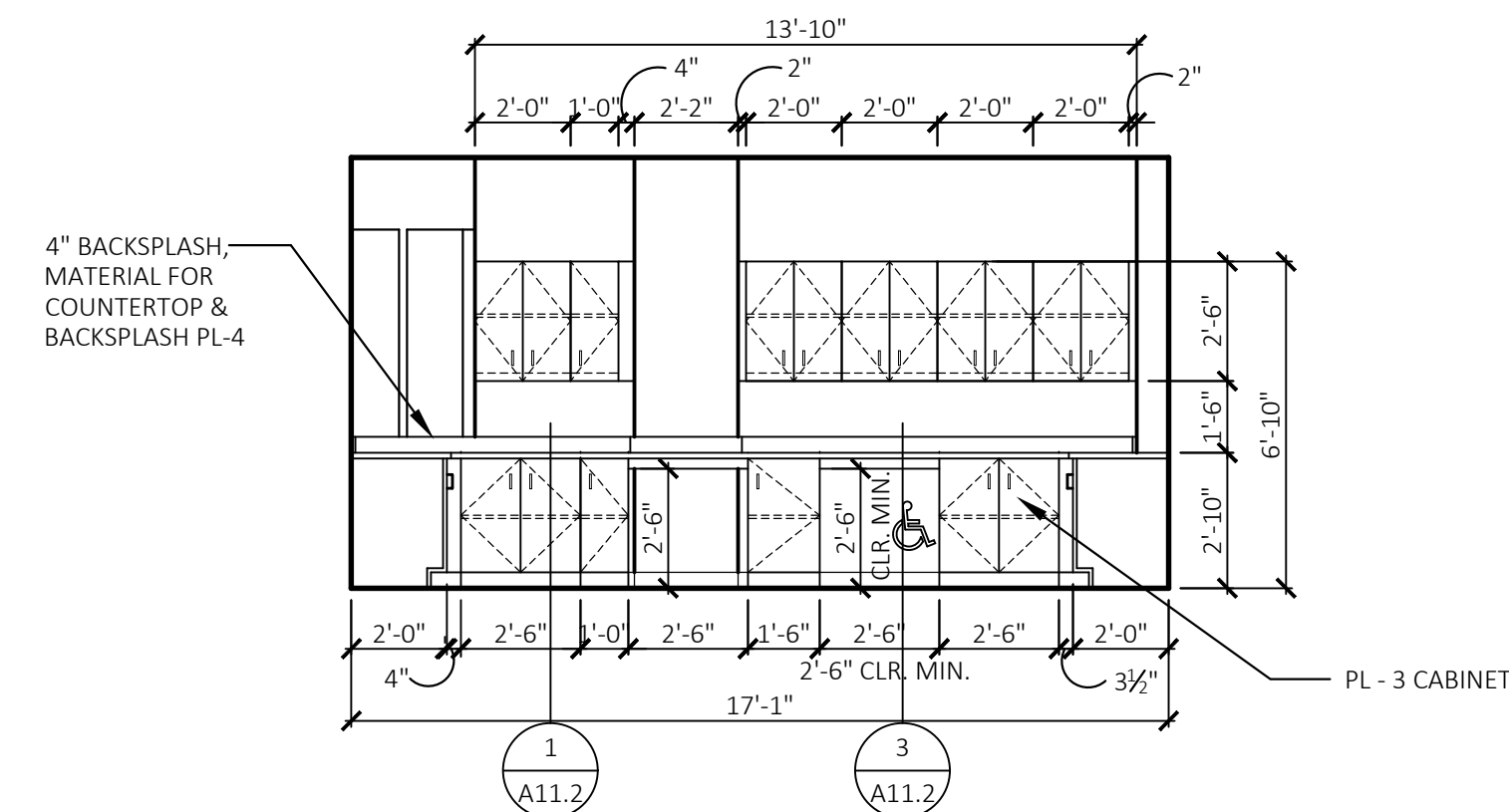
**3 RECEPTION AREA - D215 - NORTH**  
SCALE: 1/4"=1'-0"



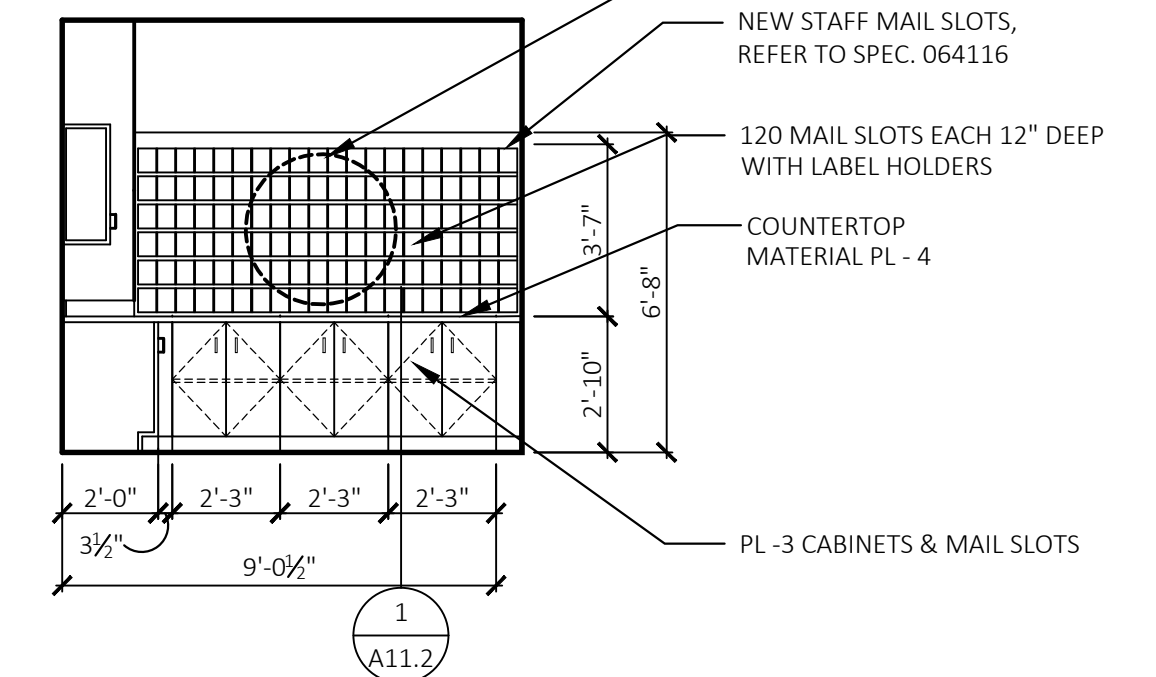
**4 RECEPTION AREA - D215 - EAST**  
SCALE: 1/4"=1'-0"



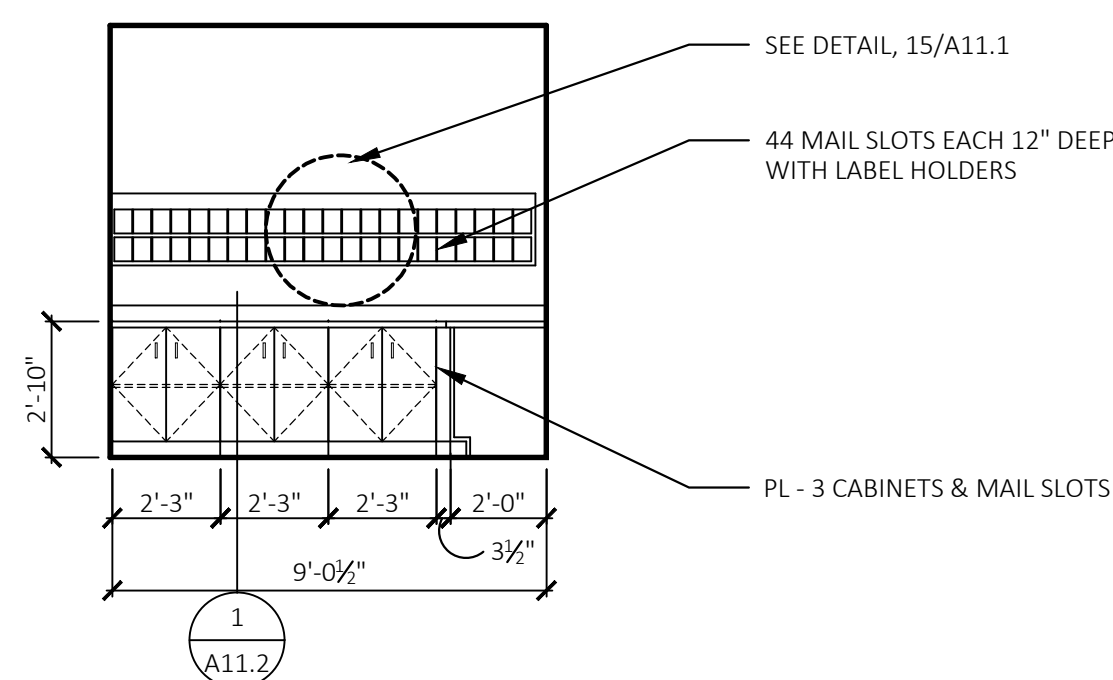
**5 WAITING ROOM - D216 - NORTH & SIDE**  
SCALE: 1/4"=1'-0"



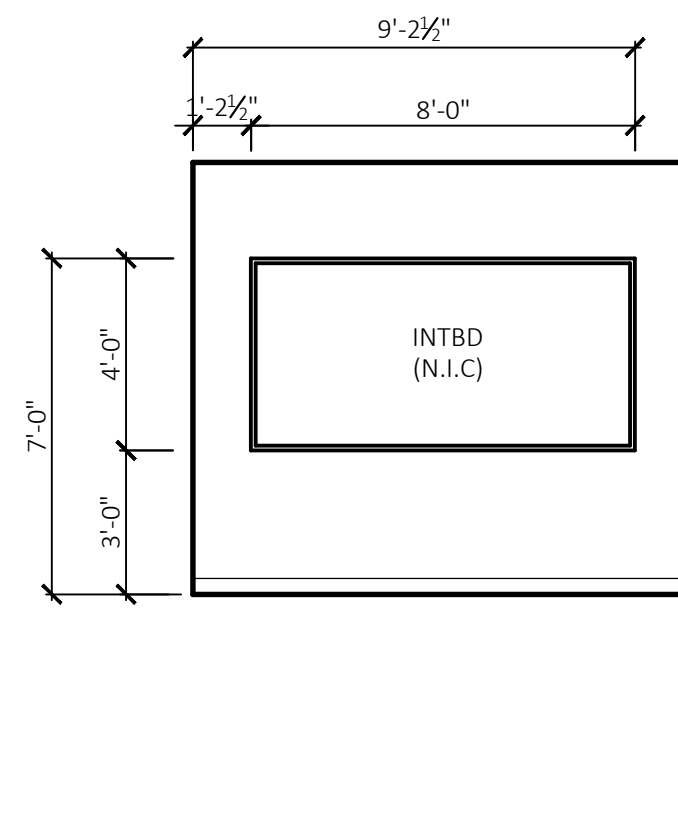
**6 MAIL/ COPY/ WORK ROOM - D220 - SOUTH**  
SCALE: 1/4"=1'-0"



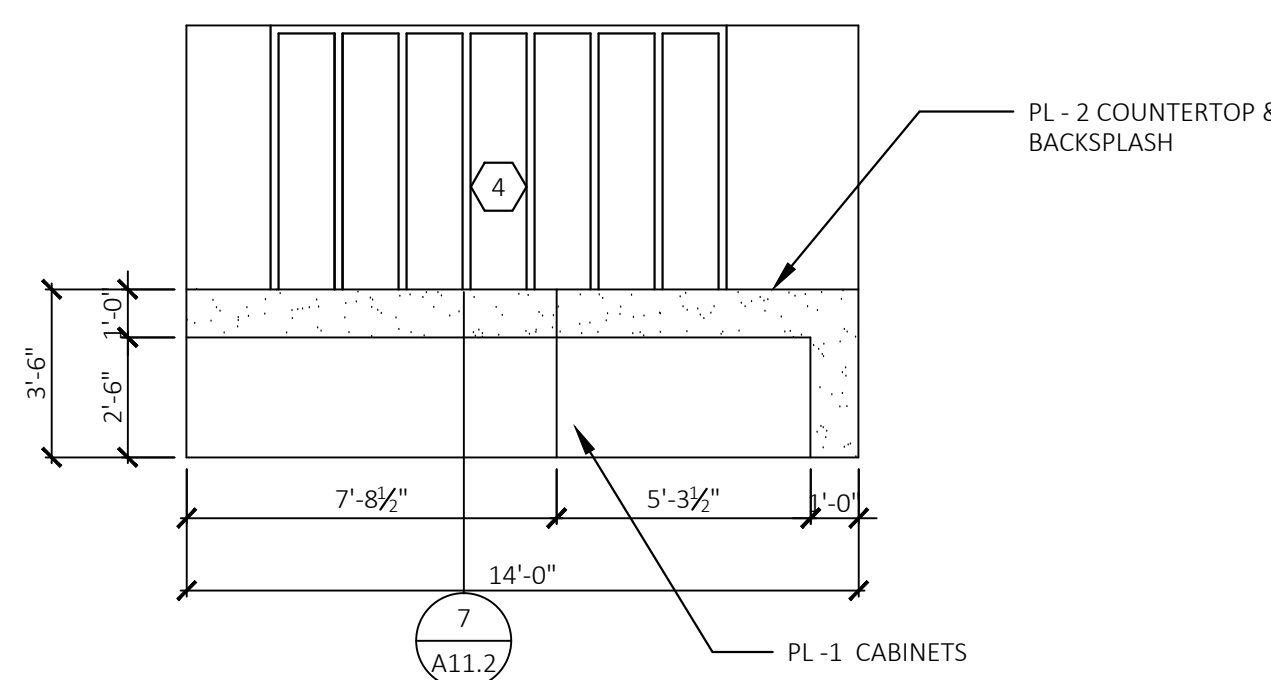
**7 MAIL/ COPY/ WORK ROOM - D220 - WEST**  
SCALE: 1/4"=1'-0"



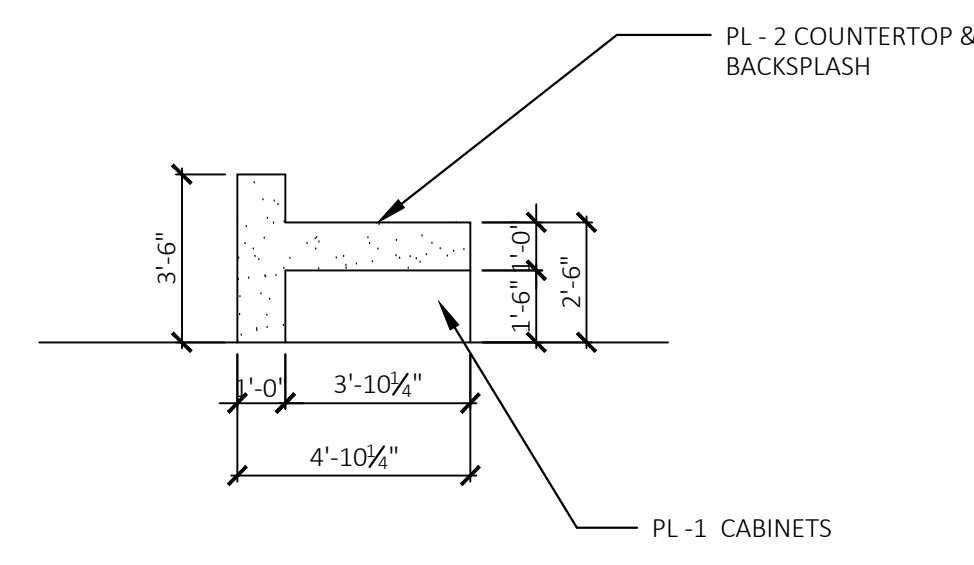
**8 MAIL/ COPY/ WORK ROOM - D220 - EAST**  
SCALE: 1/4"=1'-0"



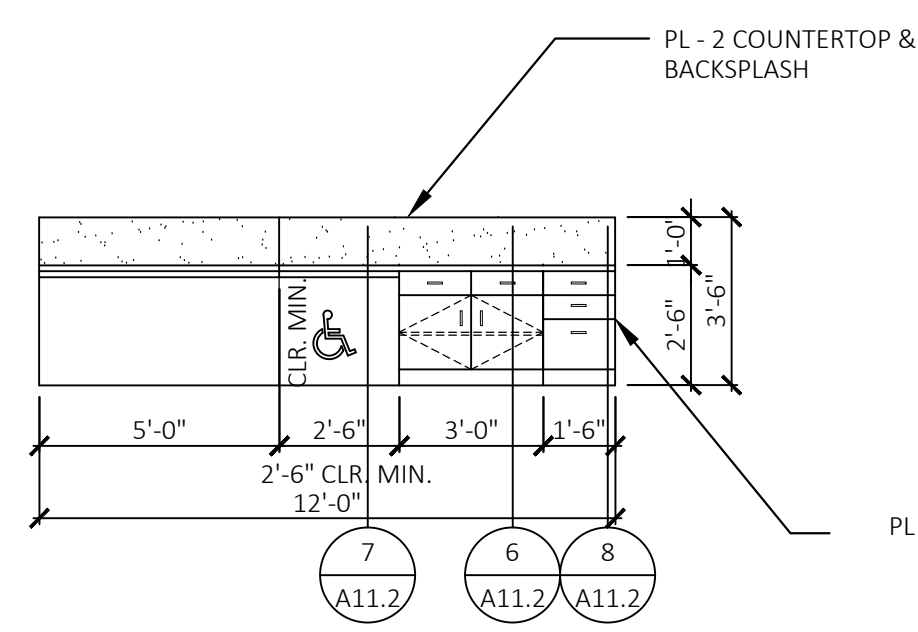
**9 CONFERENCE ROOM - D219 - WEST**  
SCALE: 1/4"=1'-0"



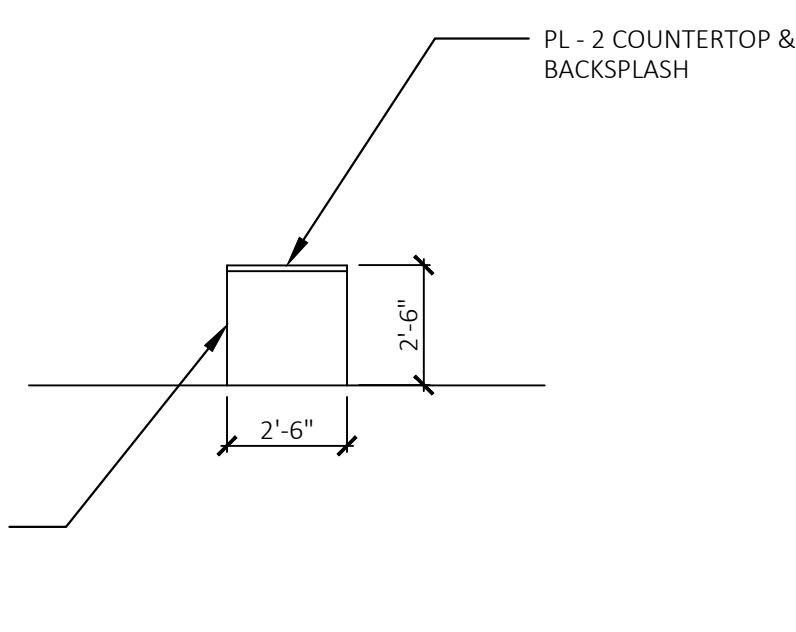
**10 WELCOME DESK - FRONT**  
SCALE: 1/4"=1'-0"



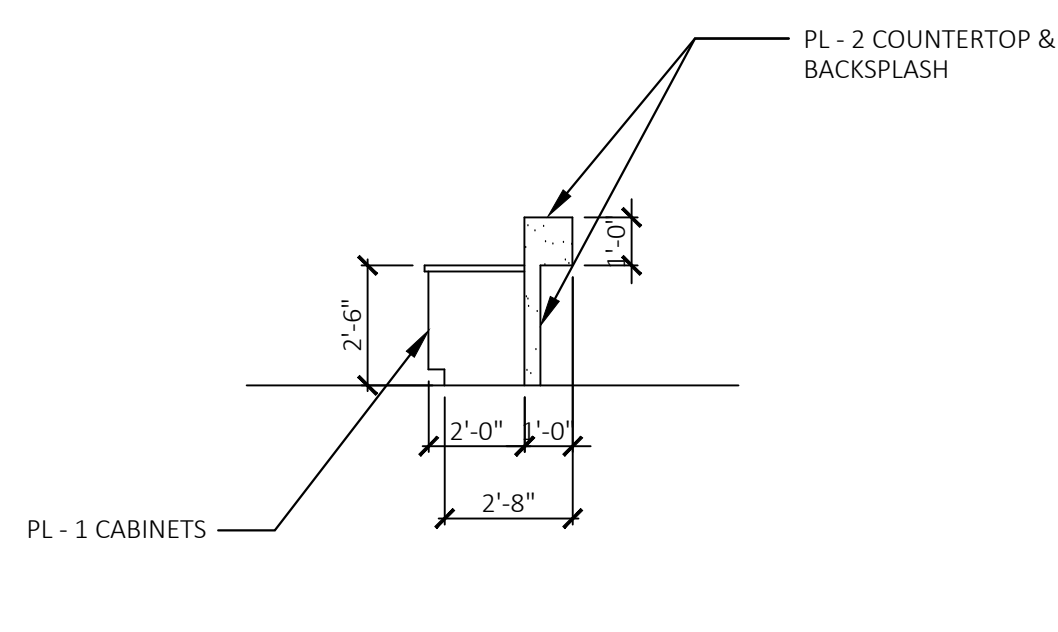
**11 WELCOME DESK - SIDE**  
SCALE: 1/4"=1'-0"



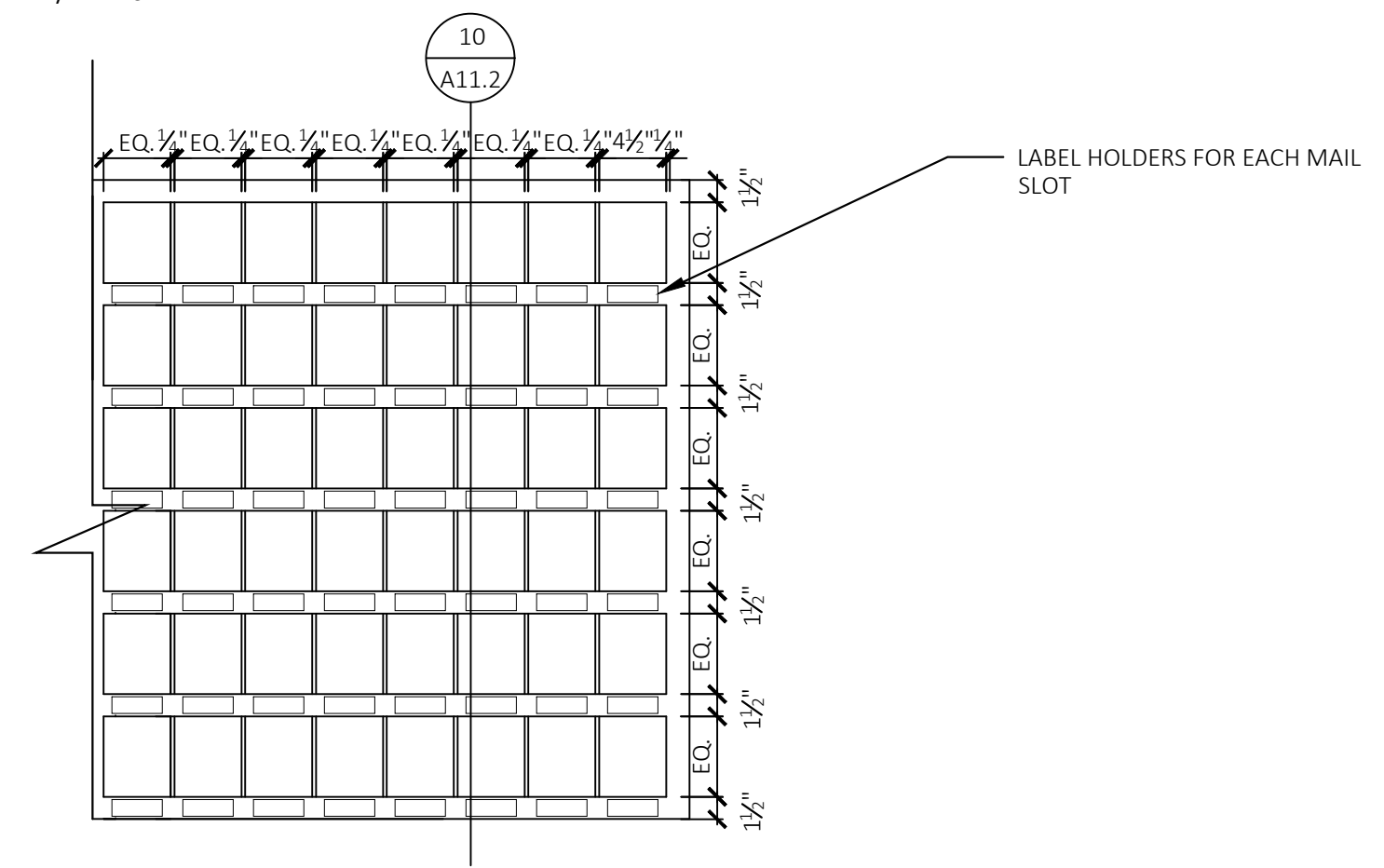
**12 WELCOME DESK - BACK & SIDE**  
SCALE: 1/4"=1'-0"



**13 WELCOME DESK - SIDE**  
SCALE: 1/4"=1'-0"



**14 WELCOME DESK - SIDE**  
SCALE: 1/4"=1'-0"



**15 MAIL SLOT ELEVATION**  
SCALE: 1/4"=1'-0"

DATE: 12-21-2016  
DRAWN BY: AAF  
SCALE: 1/4"=1'-0"  
REVIEWED BY: NIM  
PROJECT NO. 2016-051A

NO.	DATE	DESCRIPTION
1	01-24-2017	CHANGE TO LUXURY VINYL TILE MATERIAL

# CASEWORK ELEVATIONS

RENOVATIONS  
**CROSBY HIGH SCHOOL  
MAIN OFFICE**  
300 PIERPOINT ROAD  
WATERBURY, CT 06705

ARCHITECT'S SEAL



281 Farmington Avenue  
Farmington, CT 06032

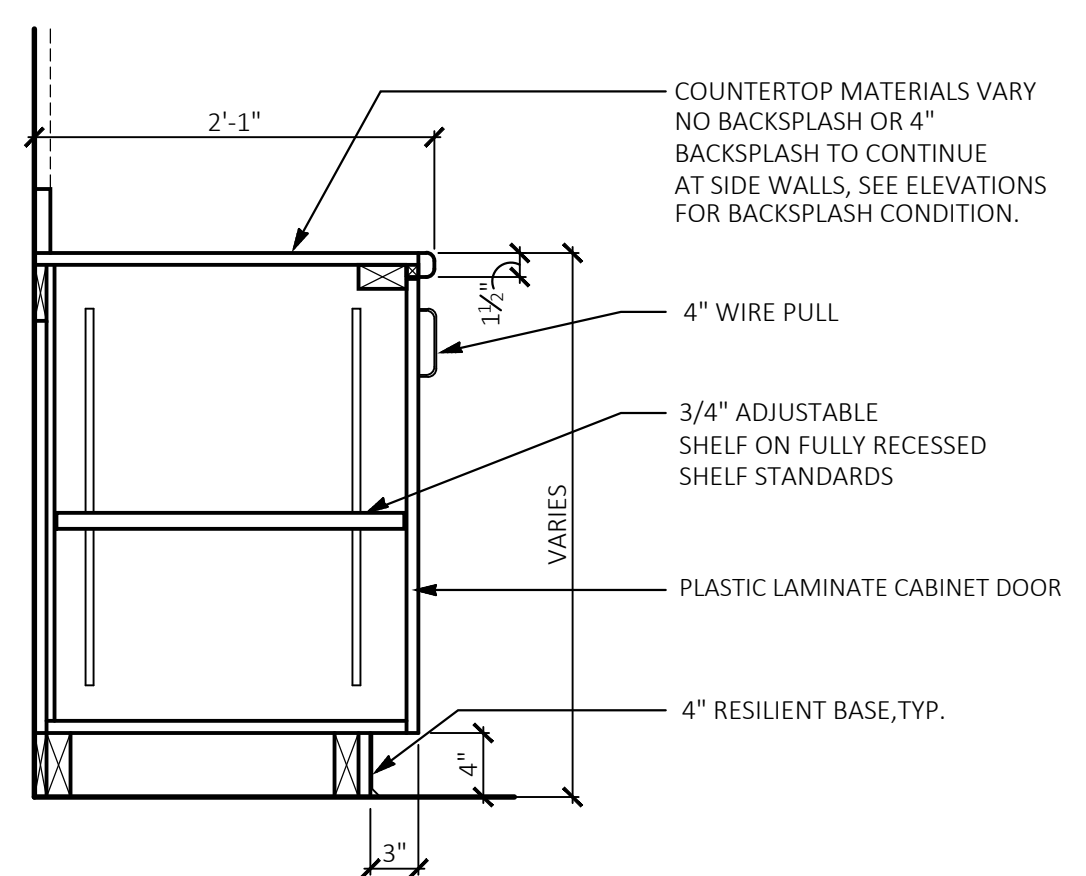
SHEET NO.  
**A11.1**

REVISIONS	
NO.	DESCRIPTION
1	CHANGE TO LUXURY VINYL TILE MATERIAL

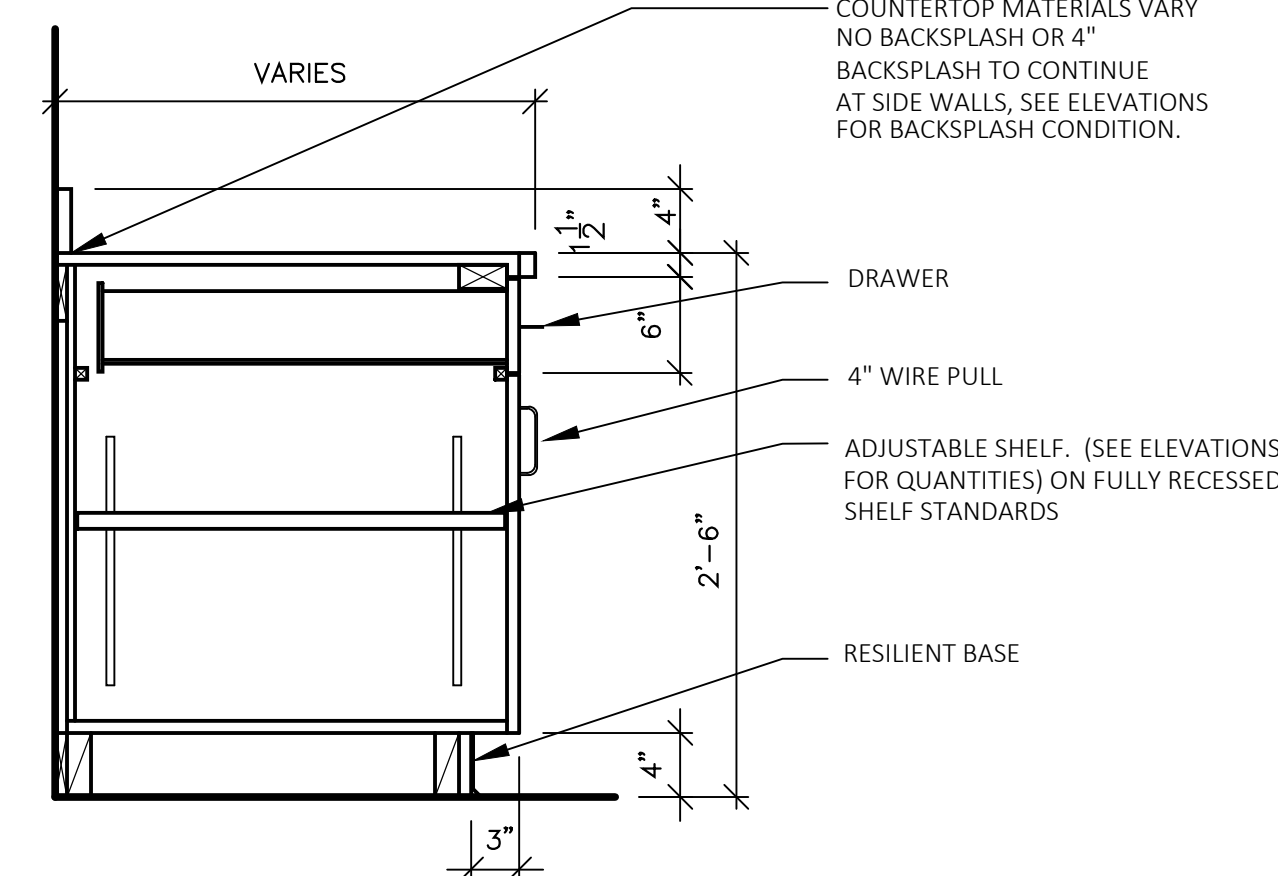
CASEWORK  
 SECTIONS

RENOVATIONS  
 CROSBY HIGH SCHOOL  
 MAIN OFFICE  
 300 PIERPOINT ROAD  
 WATERBURY, CT 06705

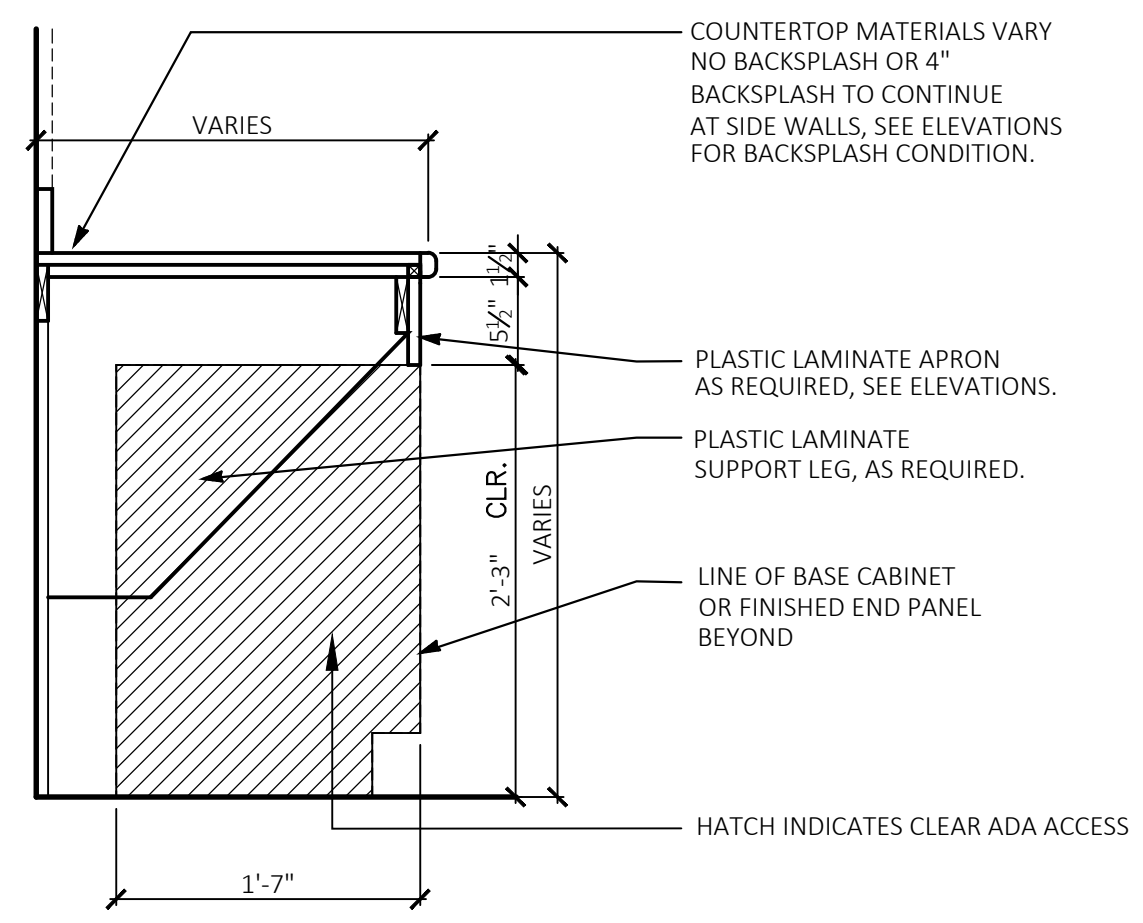
ARCHITECT'S SEAL



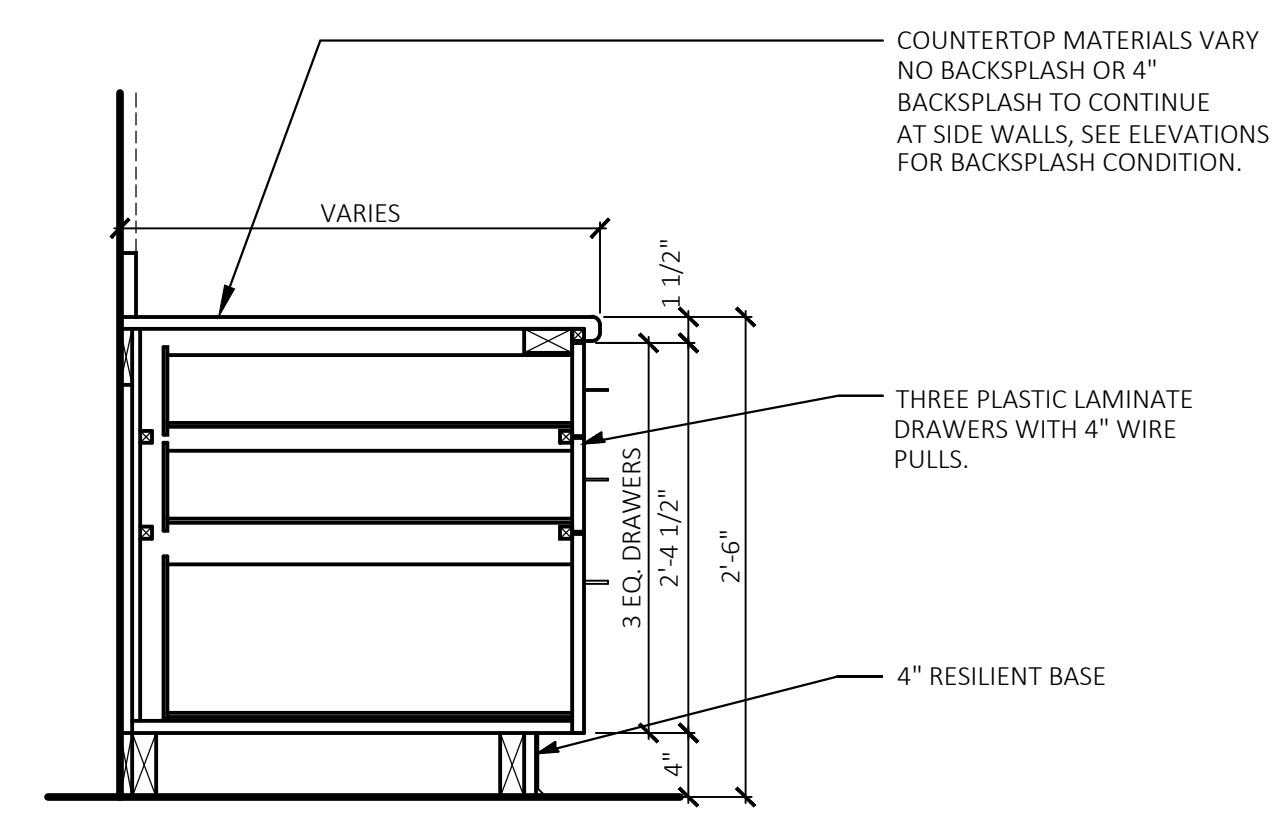
1 BASE CABINET  
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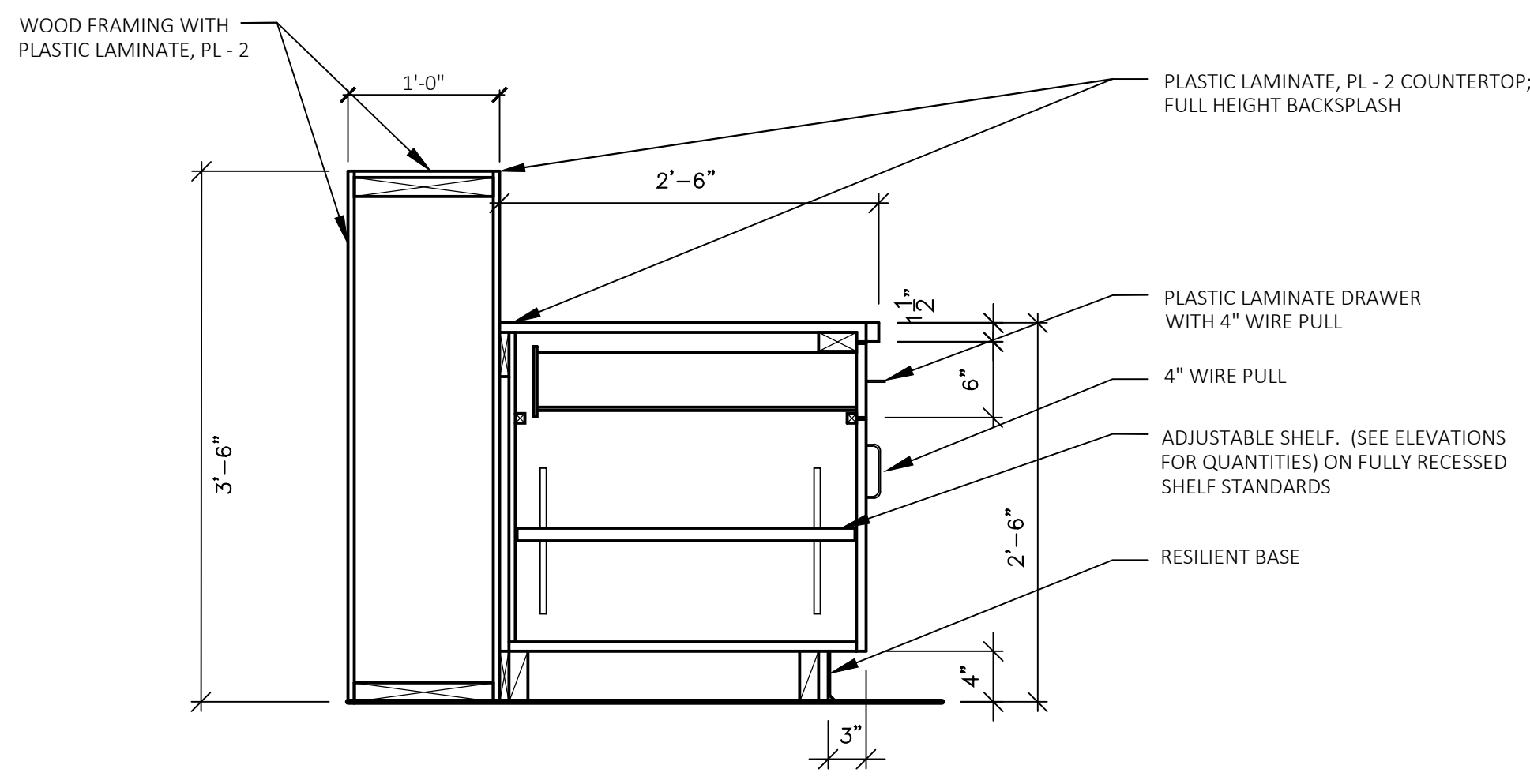
2 BASE CABINET W/ 1 DRAWER  
 SCALE: 1" = 1'-0"



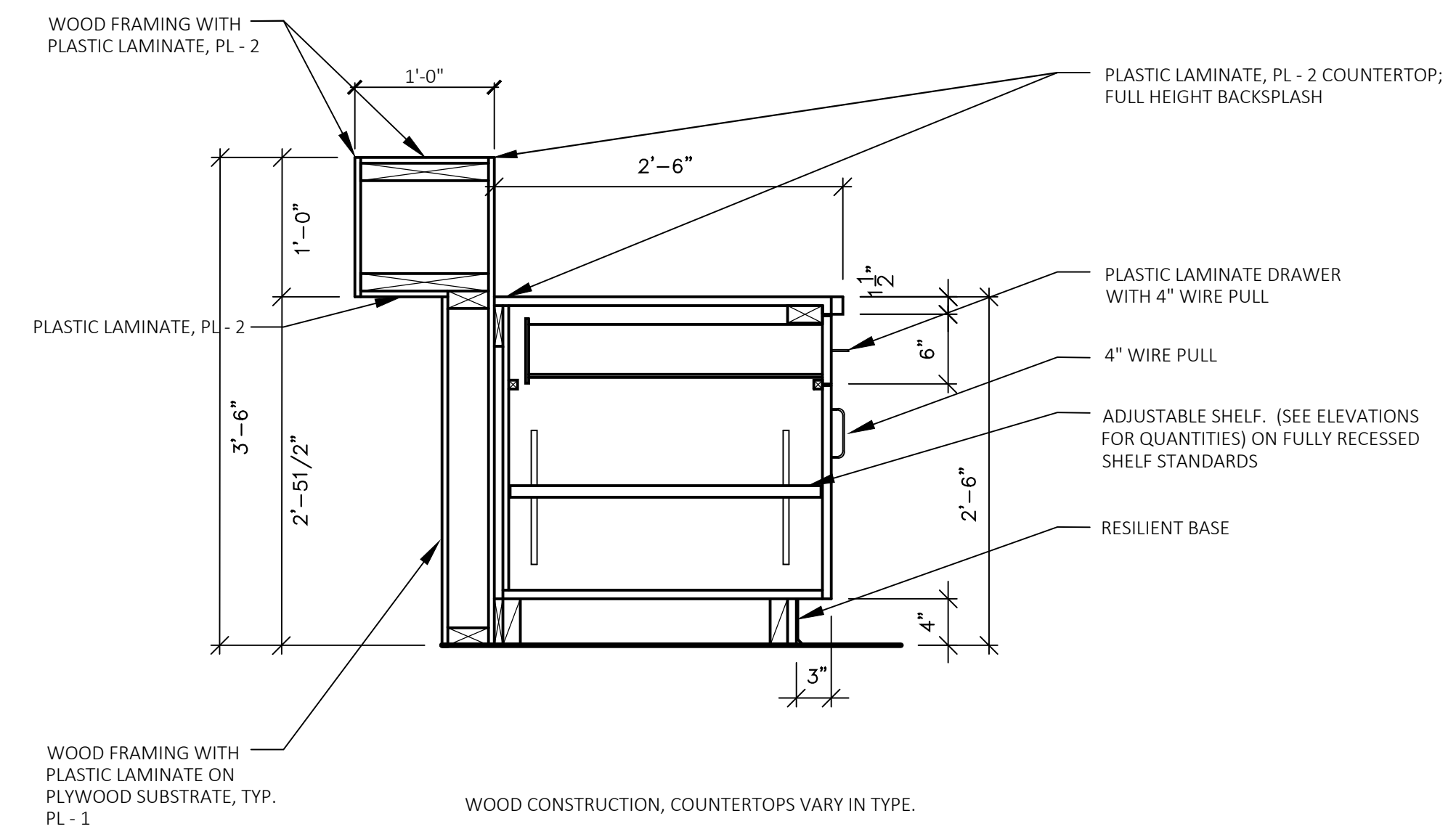
3 HC. ACCESS COUNTER  
 SCALE: 1" = 1'-0"



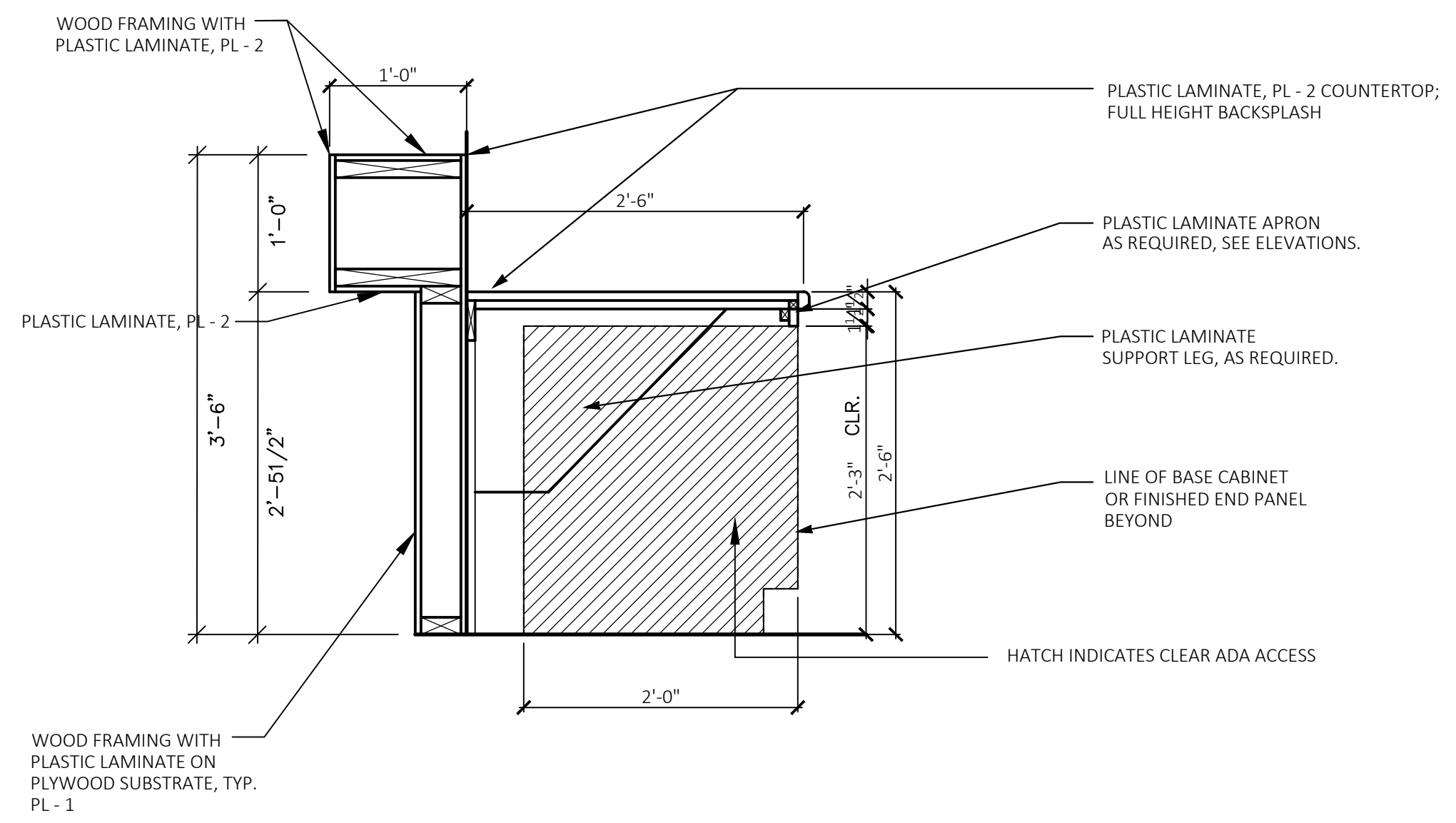
4 BASE CABINET - THREE DRAWERS  
 SCALE: 1" = 1'-0"



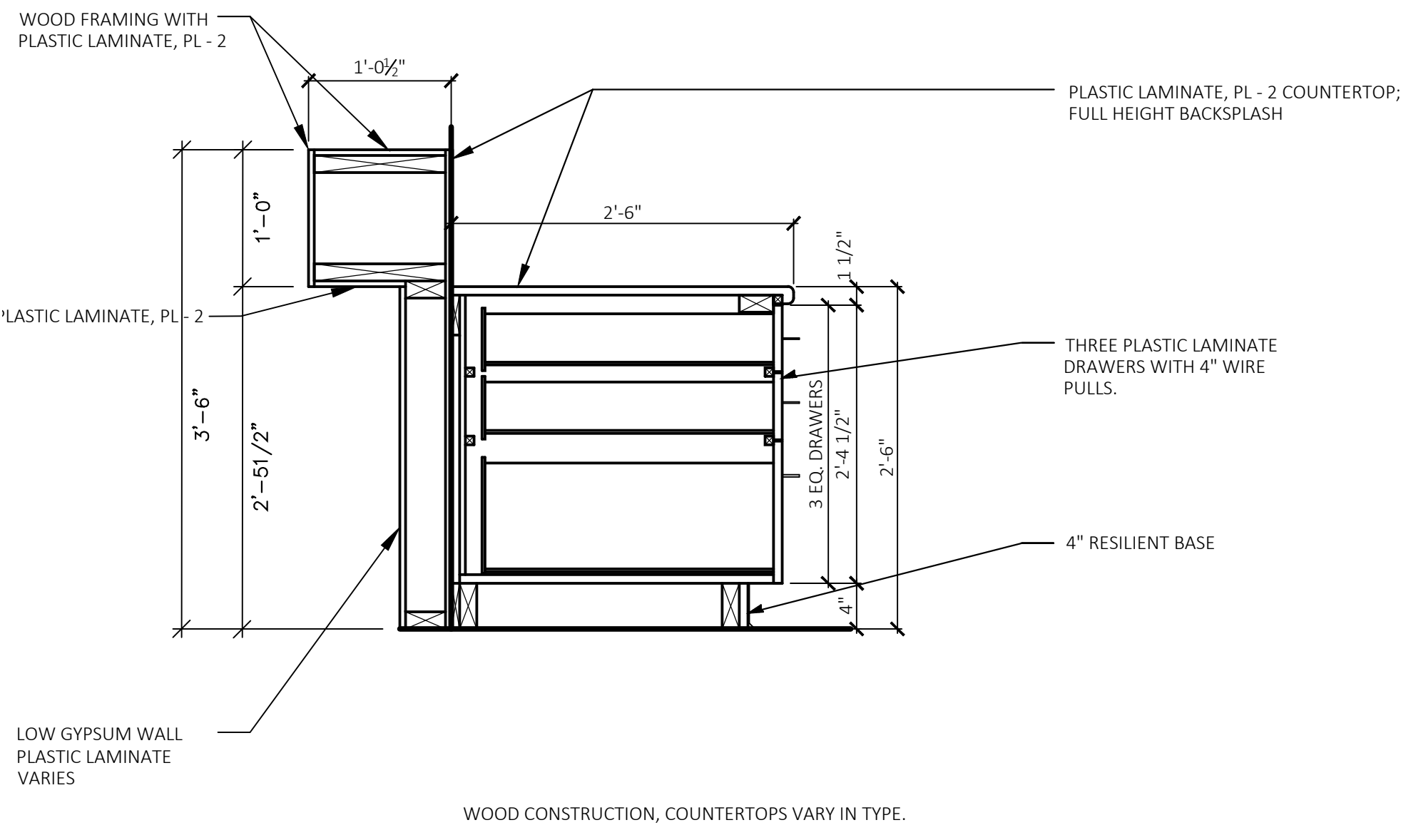
5 RECEPTION BASE CABINET W/ 1 DRAWER  
 SCALE: 1" = 1'-0"



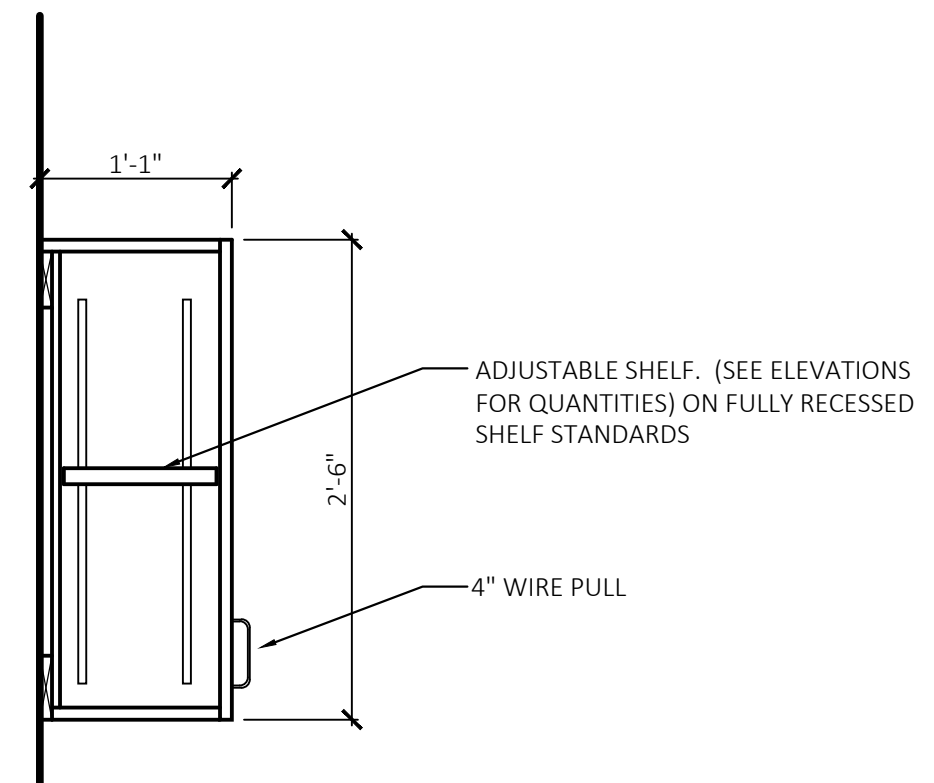
6 RECEPTION BASE CABINET W/ 1 DRAWER  
 SCALE: 1" = 1'-0"



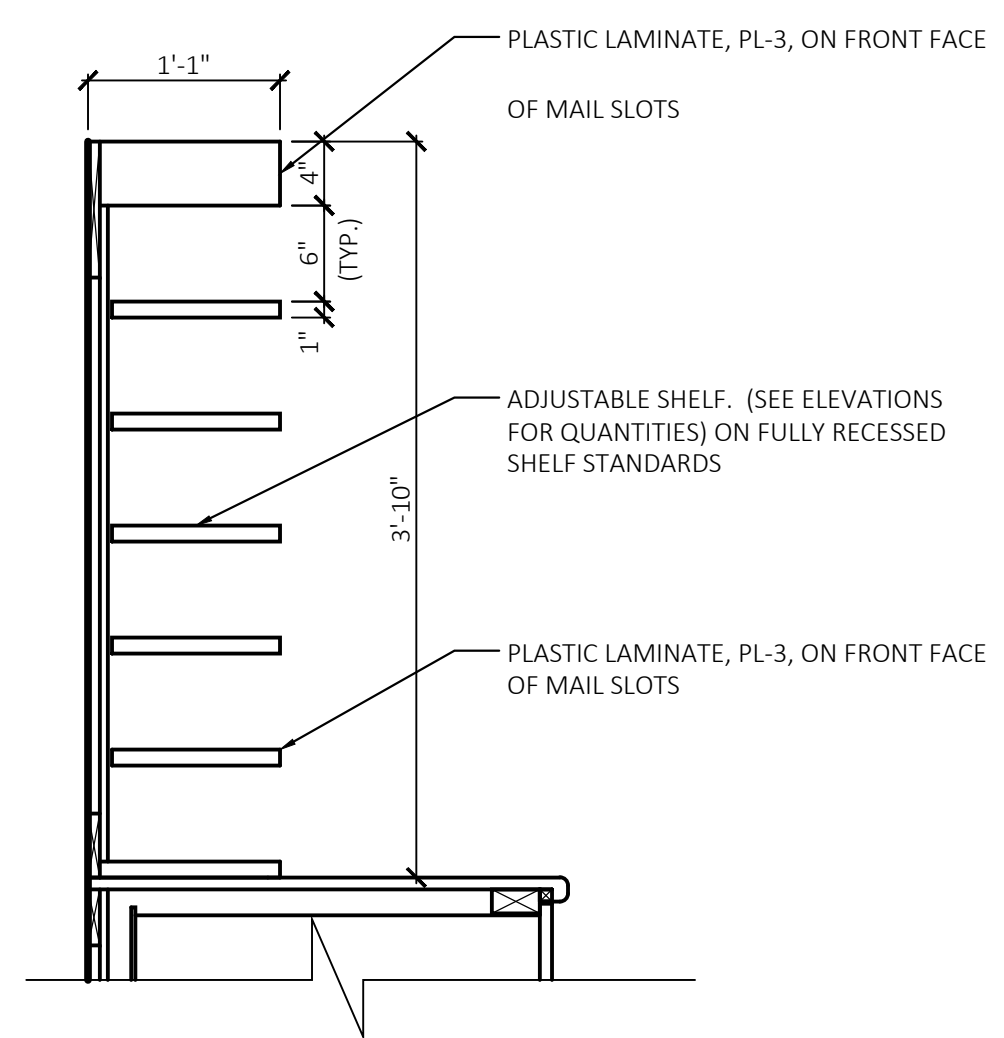
7 RECEPTION HC. ACCESS COUNTER  
 SCALE: 1" = 1'-0"



8 RECEPTION BASE CABINET - THREE DRAWERS  
 SCALE: 1" = 1'-0"



9 UPPER CABINET  
 SCALE: 1" = 1'-0"



10 MAIL SLOTS  
 SCALE: 1" = 1'-0"

# FINISH SCHEDULE

ROOM NUMBER AREA DESIGNATION	ROOM OR AREA NAME	FLOOR				WALL				CABINETS				MISCELLANEOUS				REMARKS		
						NORTH	SOUTH	EAST	WEST	COUNTER / BACKSPLASH	BASE / TALL CABINETS	UPPER CABINETS		DOOR FRAMES	TACKBOARDS	MARKERBOARDS	TOILET PARTITIONS		WINDOW TREATMENT	
D213	LIAISON	C-1	RB-1	P-3	P-3	P-3	P-3													BASE BID & ALTERNATE
D214	SECURITY OFFICE	LVT-1	RB-1	P-3	P-3	P-3	P-3			PL-4	PL-3									BASE BID & ALTERNATE
D215	CONFERENCE ROOM	C-1	RB-1	P-3	P-3	P-3	P-3													BASE BID
D215	RECEPTION AREA	LVT-1	RB-1	P-1	P-3	P-3	P-3			PL-2	PL-1									ALTERNATE
D216	WAITING AREA	LVT-1	RB-1	-	P-3	P-3	P-3													ALTERNATE
D218	CONFERENCE ROOM	C-1	RB-1	P-3	P-3	P-3	P-3													ALTERNATE
D219	CONFERENCE ROOM	C-1	RB-1	P-3	P-3	P-3	P-3													ALTERNATE
D220	MAIL/ COPY/ WORK ROOM	LVT-1	RB-1	P-3	P-3	P-3	P-3			PL-4	PL-3	PL-3								ALTERNATE
D221	V.P. OFFICE #1	C-1	RB-1	P-3	P-3	P-3	P-3													ALTERNATE
D222	V.P. OFFICE #2	C-1	RB-1	P-3	P-3	P-3	P-3													ALTERNATE
D223	V.P. OFFICE #3	C-1	RB-1	P-3	P-3	P-3	P-3													ALTERNATE
D224	CORRIDOR	LVT-1	RB-1	P-1,P-3	P-3	P-3	P-3													ALTERNATE
D225	VAULT	LVT-1	RB-1	P-3	P-3	P-3	P-3													ALTERNATE
D226	PRINCIPAL OFFICE	C-1	RB-1	P-3	P-3	P-3	P-3													ALTERNATE
	LOBBY	-	RB-1	P-3	P-3	P-3	-													BASE BID & ALTERNATE

DATE: 12-21-2016  
 DRAWN BY: AAF  
 SCALE: NTS  
 REVIEWED BY: NIM  
 PROJECT NO. 2016-051A

NO.	DATE	DESCRIPTION
1	01-24-2017	CHANGE TO LUXURY VINYL TILE MATERIAL

## FINISH SCHEDULE & LEGEND

### ABBREVIATIONS

- AWP - ACOUSTICAL WALL PANEL
- BB - BULLETIN BOARD
- BC - BASE CABINET
- C - CARPET (TILE AND/OR BROADLOOM)
- CBD - CHAULK BOARD
- CT - CERAMIC FLOOR TILE
- CTB - CERAMIC TILE BASE
- CTR - COUNTER
- CWT - CERAMIC WALL TILE
- DC - DISPLAY CASE
- EM - ENTRY MAT
- EP - EPOXY PAINT
- ER - EPOXY RESIN FLOORING
- ET - EPOXY TERRAZZO
- GT - GROUT
- HB - HORIZONTAL BLINDS
- L - LINOLEUM
- LS - LINOLEUM SHEET FLOORING
- LT - LINOLEUM TILE
- MBD - MARKER BOARD
- MCIC - MULTI-COLORED INTERIOR COATING
- MP - METAL PANEL
- MS - MOTORISED SHADE
- P - PAINT
- PJS - PROJECTION SCREEN
- PL - PLASTIC LAMINATE
- RB - RESILIENT BASE
- RF - RESILIENT FLOORING
- RE - RUBBER FLOORING
- RT - RESILIENT TILE
- RT - RUBBER TILE
- SDT - STATIC DISAPATIVE TILE
- SS - SOLID SURFACE
- SV - SHEET VINYL FLOORING
- TB - TACK BOARD
- TBD - TACK BOARD
- TF - TERRAZZO FLOORING
- TS - TACK STRIP
- UC - UPPER (WALL) CABINET
- VB - VERTICAL BLINDS
- VB - VINYL BASE
- VCT - VINYL COMPOSITION TILE
- VF - VINYL FLOORING
- VT - VINYL TILE
- VVC - VINYL WALL COVERING
- WB - WALL BASE
- WC - WALK-OFF CARPET
- WC - WALL COVERING
- WD - WOOD
- WM - WALK-OFF MAT
- WO - WALK-OFF CARPET/MAT
- WP - WALL PADDING/PROTECTION
- WS - WINDOW SHADE

### LEGEND

#### FLOORING

- CARPET TILE**
- C-1 MANNINGTON COMMERCIAL VARIATION 4 WIRED 24"x24"
- VINYL COMPOSITION TILE**
- VCT-1 MANUFACTURER: ARMSTRONG COMMERCIAL FLOORING STYLE: STANDARD EXCELO - IMPERIAL TEXTURE COLOR: BLUE DREAMS 57508 SIZE: 12"x12"
- LUXURY VINYL TILE**
- LVT-1 MANUFACTURER: ARMSTRONG COMMERCIAL STYLE: NATURAL CREATIONS - ARBORART COLOR: AVILA OAK - VIENNA SMOKE (NA193) SIZE: 4"x36" FINISH: DIAMOND

#### BASE

- RUBBER BASE**
- RB-1 JOHNSONITE SLATE - 4"

#### WALLS

- PAINTS**
- P-1 MANUFACTURER: SHERWIN WILLIAMS COLOR: DAFFODIL SW 6901 FINISH: EGGSHELL (ACCENT)
- P-2 MANUFACTURER: SHERWIN WILLIAMS COLOR: HONORABLE BLUE SW 6811 FINISH: (DOOR FRAME) SEMI GLOSS
- P-3 MANUFACTURER: SHERWIN WILLIAMS COLOR: DIVINE WHITE SW 6105 FINISH: EGGSHELL

#### MISC.

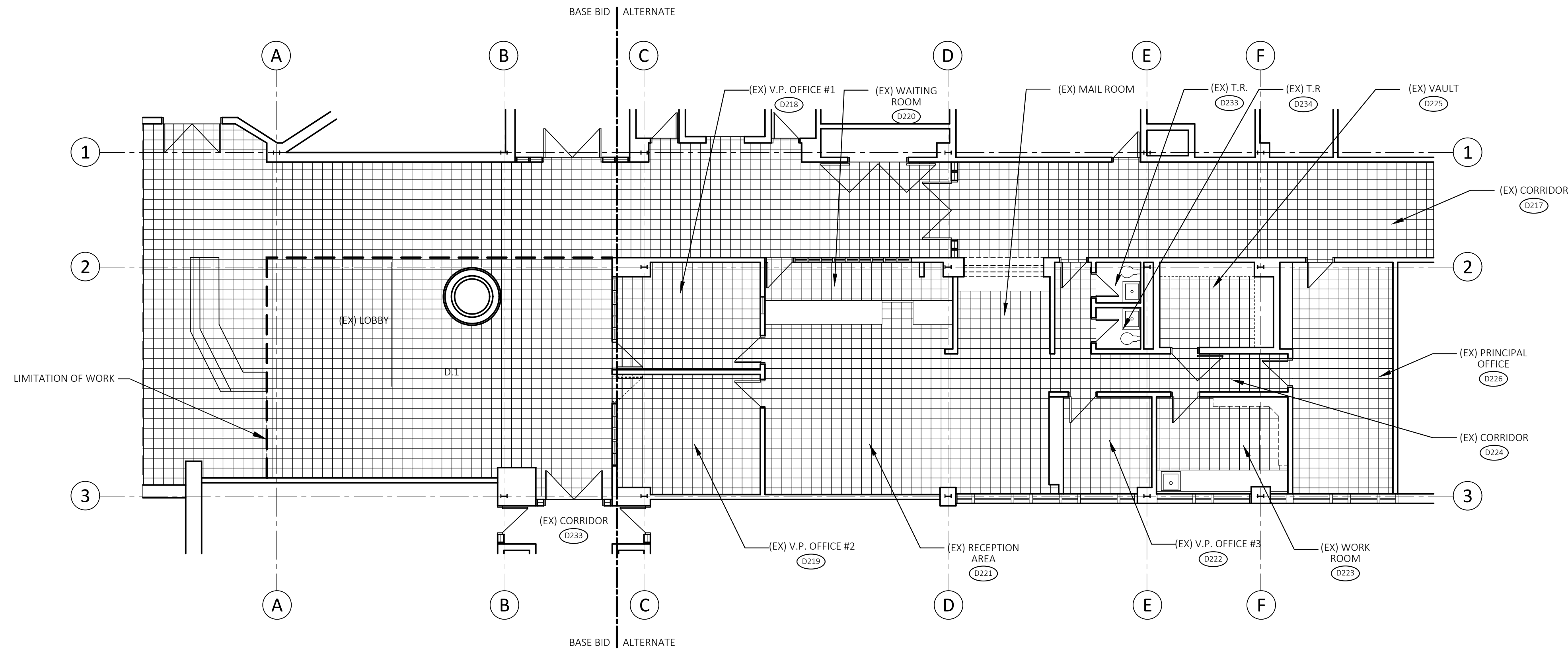
- PLASTIC LAMINATE**
- PL-1 MANUFACTURER: LAB DESIGNS COLOR: NUTMEG TESSERACT PT075 FINISH: MATTE (CABINET)
- PL-2 MANUFACTURER: LAB DESIGNS COLOR: YELLOW FABRIQUE PY200 FINISH: MATTE (COUNTERTOP & BACKSPLASH)
- PL-3 MANUFACTURER: PIONITE COLOR: ANIGRE WX041-SD FINISH: SUEDE TEXTURE (CABINET)
- PL-4 MANUFACTURER: PIONITE COLOR: TROPICAL GETAWAY AV110-SD FINISH: SUEDE TEXTURE (COUNTERTOP & BACKSPLASH)

RENOVATIONS  
**CROSBY HIGH SCHOOL  
 MAIN OFFICE**  
 300 PIERPOINT ROAD  
 WATERBURY, CT 06705

ARCHITECT'S SEAL

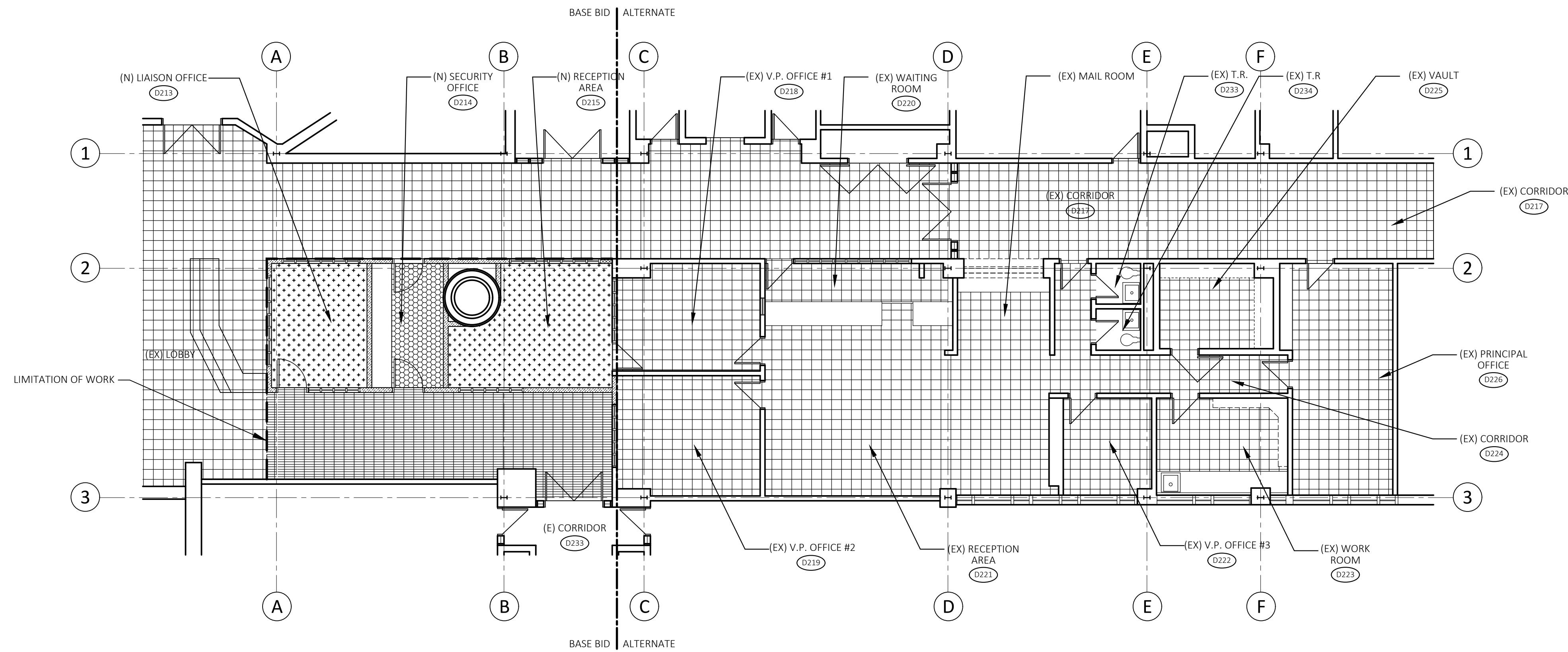


SHEET NO.  
**A12.0**



**DEMOLITION FINISH PLAN - MAIN OFFICE**

SCALE: 1/8"=1'-0"



**BASE BID FINISH PLAN - MAIN OFFICE**

SCALE: 1/8"=1'-0"

**DEMOLITION NOTES:**

D-1 REMOVE EXISTING FINISH FLOOR MATERIAL AND BASE.

**FLOOR FINISH LEGEND:**

-  NEW CARPET
-  EXISTING TO REMAIN VINYL COMPOSITION TILE
-  NEW LUXURY VINYL TILE
-  NEW VINYL COMPOSITION TILE TO MATCH EXISTING

**FLOOR FINISH NOTES:**

1. REFER TO FINISH SCHEDULE SHEETS FOR COLOR DESIGNATIONS.
2. ALL FLOOR FINISHES TO EXTEND TO MEET WALL AND/OR BASE OF CASEWORK.
3. FINISH PLAN SHOULD BE USED IN CONJUNCTION WITH FINISH SCHEDULE. SHOULD THERE BE ANY DISCREPANCY BETWEEN INFORMATION GIVEN ON THE FINISH/COLOR SCHEDULE AND ANY OTHER DRAWINGS IN THE SET, THE HIGHER QUALITY FINISH SHALL BE PROVIDED.

DATE: 12-21-2016  
 DRAWN BY: AAF  
 SCALE: 1/8" = 1'-0"  
 REVIEWED BY: NIM  
 PROJECT NO. 2016-051A

NO.	DATE	DESCRIPTION
1	01-24-2017	CHANGE TO LUXURY VINYL TILE MATERIAL

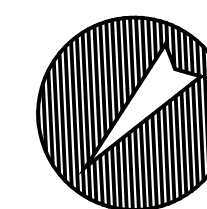
**BASE BID FINISH PLAN**

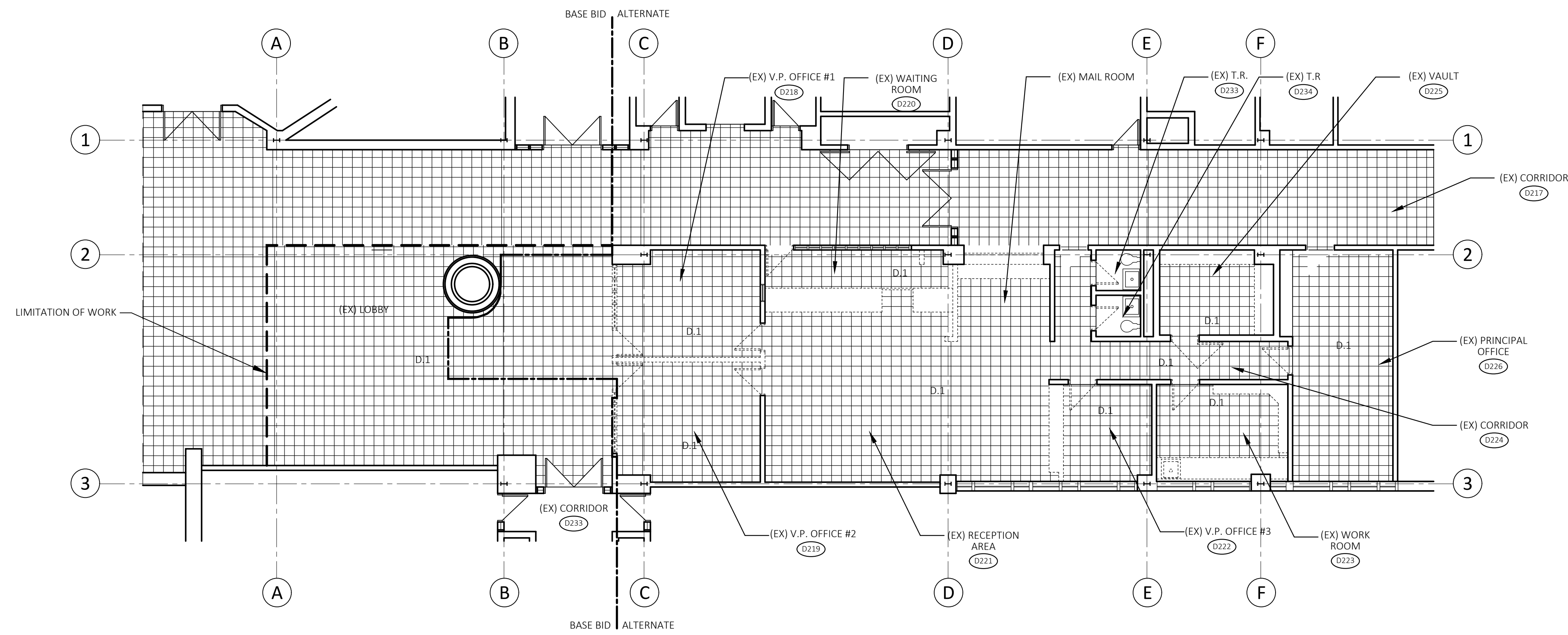
RENOVATIONS  
**CROSBY HIGH SCHOOL  
 MAIN OFFICE**  
 300 PIERPOINT ROAD  
 WATERBURY, CT 06705

ARCHITECT'S SEAL



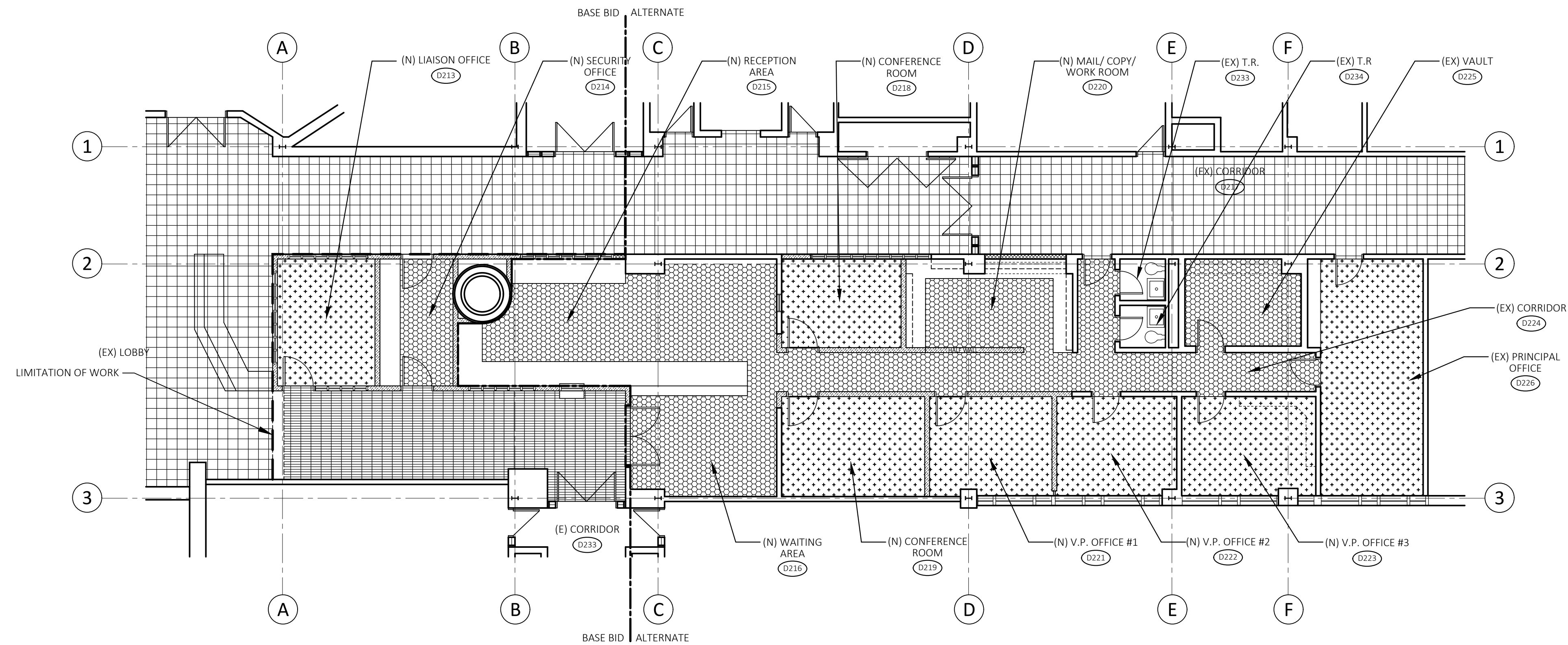
SHEET NO.  
**A12.1B**





**DEMOLITION FINISH PLAN - MAIN OFFICE**

SCALE: 1/8"=1'-0"



**ALTERNATE FINISH PLAN - MAIN OFFICE**

SCALE: 1/8"=1'-0"

**DEMOLITION NOTES:**

D-1 REMOVE EXISTING FINISH FLOOR MATERIAL AND BASE.

**FLOOR FINISH LEGEND:**

-  NEW CARPET
-  EXISTING TO REMAIN VINYL COMPOSITION TILE
-  NEW LUXURY VINYL TILE
-  NEW VINYL COMPOSITION TILE TO MATCH EXISTING

**FLOOR FINISH NOTES:**

1. REFER TO FINISH SCHEDULE SHEETS FOR COLOR DESIGNATIONS.
2. ALL FLOOR FINISHES TO EXTEND TO MEET WALL AND/OR BASE OF CASEWORK.
3. FINISH PLAN SHOULD BE USED IN CONJUNCTION WITH FINISH SCHEDULE. SHOULD THERE BE ANY DISCREPANCY BETWEEN INFORMATION GIVEN ON THE FINISH/COLOR SCHEDULE AND ANY OTHER DRAWINGS IN THE SET, THE HIGHER QUALITY FINISH SHALL BE PROVIDED.


DATE: 12-21-2016  
 DRAWN BY: AAF  
 SCALE: 1/8" = 1'-0"  
 REVIEWED BY: NIM  
 PROJECT NO. 2016-051A

NO.	DATE	DESCRIPTION
1	01-24-2017	CHANGE TO LUXURY VINYL TILE MATERIAL

**ALTERNATE FINISH PLAN**

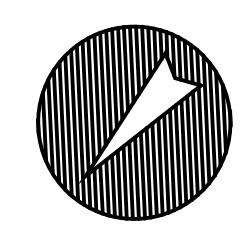
RENOVATIONS  
**CROSBY HIGH SCHOOL  
 MAIN OFFICE**  
 300 PIERPOINT ROAD  
 WATERBURY, CT 06705

ARCHITECT'S SEAL

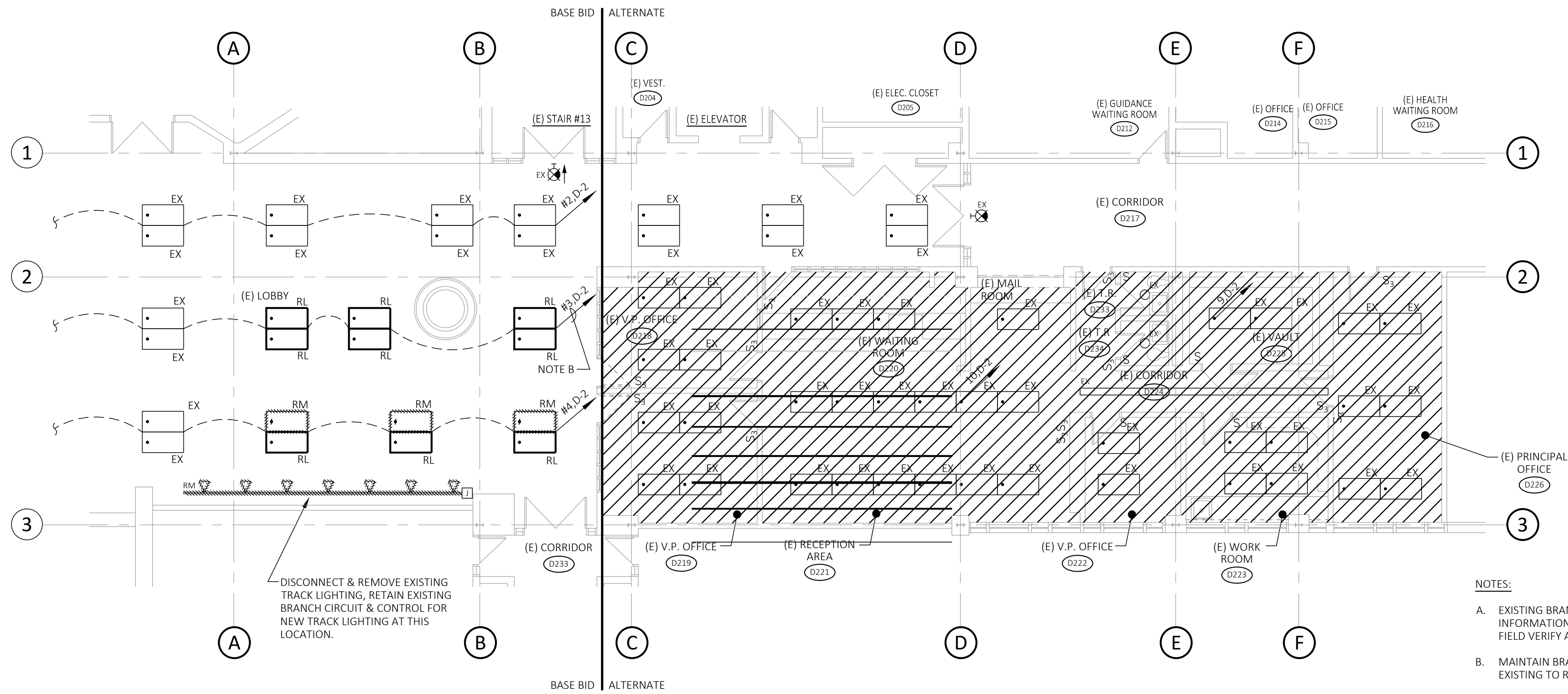


281 Farmington Avenue  
 Farmington, CT 06032

SHEET NO.  
**A12.1A**



PLOT DATE: Feb 17, 2017 - 10:30am, jmarrenzona

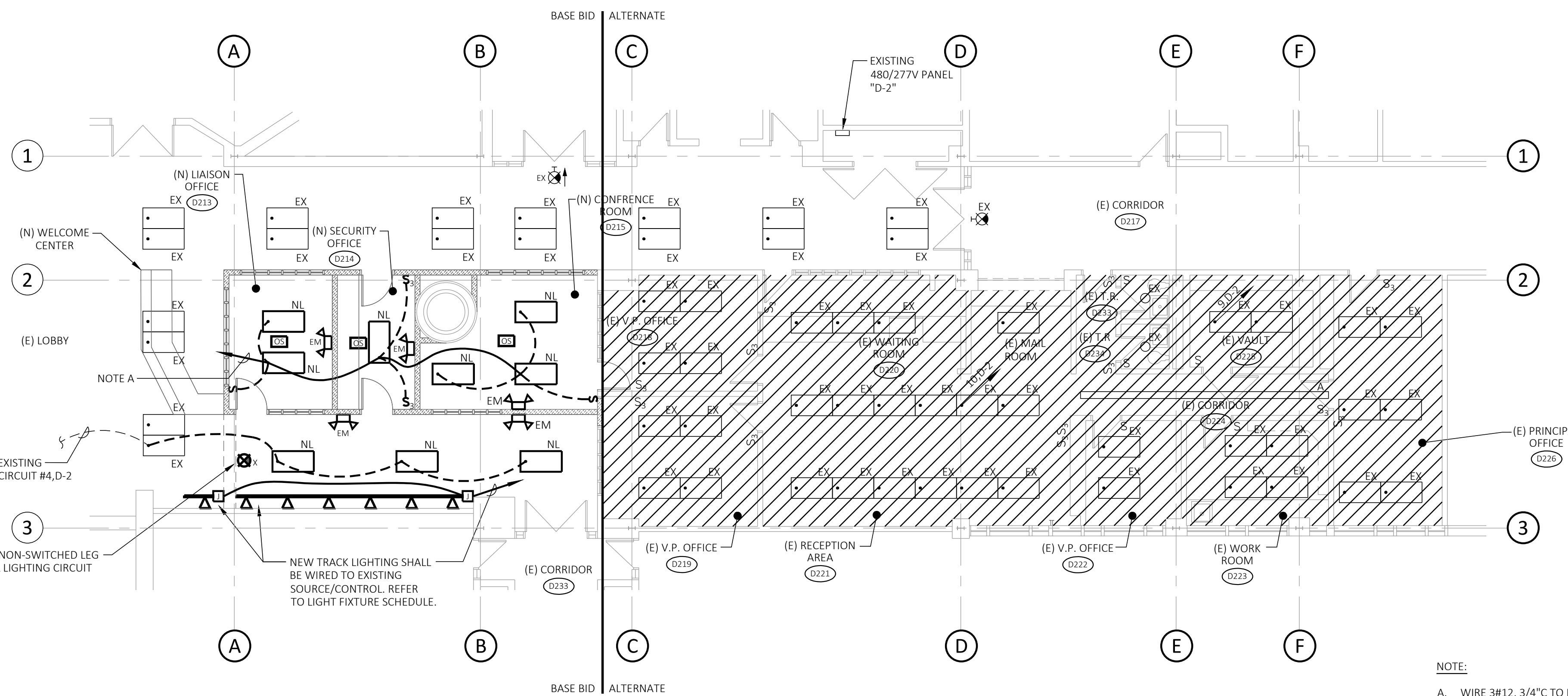


**LIGHTING DEMOLITION FLOOR PLAN - BASE BID**

SCALE: 1/8"=1'-0"

**NOTES:**

- A. EXISTING BRANCH CIRCUITS SHOWN FOR INFORMATIONAL PURPOSE, CONTRACTOR SHALL FIELD VERIFY ACCURATE CIRCUIT DESIGNATIONS.
- B. MAINTAIN BRANCH CIRCUIT TO LOBBY LIGHTING EXISTING TO REMAIN.



**LIGHTING PROPOSED FLOOR PLAN - BASE BID**

SCALE: 1/8"=1'-0"

**NOTE:**

- A. WIRE 3#12, 3/4" TO EXISTING LOBBY BRANCH CIRCUIT (NON SWITCHED LEG) #3, D-2; CONFIRM CIRCUIT AND PANEL IN FIELD.

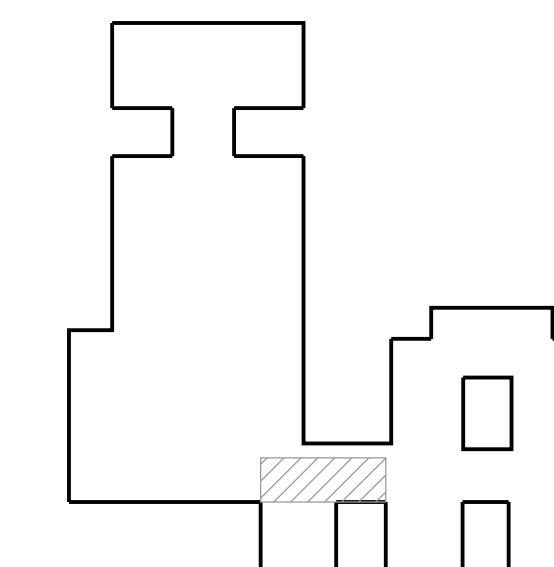
LEGEND	
SYMBOL	DESCRIPTION
X,Y,Z	HOME RUN PANEL AND CIRCUIT DESIGNATION AS SHOWN ON PLANS. HOME RUN SHALL BE FROM FIRST ELECTRICAL DEVICE BACKBOX IN CIRCUIT TO ELECTRICAL PANEL
---	BRANCH CIRCUIT POWER WIRING
---	BRANCH CIRCUIT SWITCHED WIRING
S	SINGLE-POLE SWITCH
S <sub>3</sub>	3-WAY SWITCH
S <sub>4</sub>	4-WAY SWITCH
⊘	SWITCH TO BE REMOVED
⊘ RM	CEILING MOUNTED OCCUPANCY SENSOR
⊘ EX	EXISTING LIGHT FIXTURE TO BE REMOVED
⊘ RL	EXISTING LIGHT FIXTURE TO BE REMAIN
⊘ NL	EXISTING LIGHT FIXTURE TO BE RELOCATED
⊘	EXISTING LIGHT FIXTURE IN NEW LOCATION
⊘	DOUBLE FACED CEILING OR WALL-MOUNTED, EXIT SIGN WITH EMERGENCY BATTERY BACK UP AND DIRECTIONAL CHEVRONS AS INDICATED ON PLANS
⊘	SINGLE FACED CEILING OR WALL-MOUNTED EXIT SIGN WITH EMERGENCY BATTERY BACK UP AND DIRECTIONAL CHEVRONS AS INDICATED ON PLANS
⊘	EXIST. SINGLE FACED CEILING OR WALL-MOUNTED EXIT SIGN TO REMAIN
⊘	CEILING OR WALL-MOUNTED, SELF-CONTAINED EMERGENCY LIGHT UNIT; FIXTURE SHALL MONITOR LIGHTING CIRCUIT IN AREA

**NOTES:**

- ALL EQUIPMENT SCHEDULED TO BE REMOVED SHALL BECOME THE PROPERTY OF THE OWNER AND SHALL EITHER BE STORED ON-SITE OR PROPERLY DISPOSED OF BY THE CONTRACTOR PER THE OWNER'S DIRECTION.
- CONTRACTOR SHALL COORDINATE ALL REQUIRED ELECTRICAL SHUTDOWNS WITH OWNER PRIOR TO COMMENCING WORK.
- WHERE REMOVAL OR RELOCATION OF AN ELECTRICAL DEVICE INTERRUPTS EXISTING CIRCUIT CONTINUITY, CONTRACTOR SHALL MAINTAIN CIRCUIT CONTINUITY TO ALL EQUIPMENT OR DEVICES THAT ARE TO REMAIN.
- CONTRACTOR SHALL EXTEND WIRING AND CONDUIT AS REQUIRED TO ALL ELECTRICAL DEVICES RELOCATED AS PART OF DEMOLITION WORK, UNLESS NOTED OTHERWISE.
- CONTRACTOR SHALL REMOVE ALL EXISTING WIRING AND CONDUIT LOCATED ABOVE CEILING AND IN WALLS THAT ARE NOT TO BE REUSED. ALL WIRING AND CONDUIT TO BE REMOVED SHALL BE REMOVED IN ITS ENTIRETY BACK TO SOURCE PANEL. REMOVE ALL ASSOCIATED MOUNTING HARDWARE. WHERE REMOVAL OR RELOCATION OF EXISTING CONDUIT PASSES THROUGH EXISTING WALLS, THE OPENINGS SHALL BE SEALED AND PAINTED TO MATCH THE EXISTING SURROUNDING AREA. SEAL ALL ELECTRICAL PENETRATIONS THROUGH FIRE RATED PARTITIONS. ALL WIRING EXISTING TO REMAIN ABOVE ACCESSIBLE CEILING IN AREA OF WORK SHALL BE PROPERLY SUPPORTED.
- EXISTING WIRING SHALL NOT BE REUSED.
- ALL EXISTING FIXTURES, RECEPTACLES, SWITCHES AND OTHER RELATED ELECTRICAL DEVICES SCHEDULED TO BE REMOVED, SHALL BE FIELD VERIFIED FOR EXACT QUANTITY.
- REMOVE ALL ELECTRICAL DEVICES AND/OR EQUIPMENT LOCATED IN WALLS OR CEILINGS BEING DEMOLISHED. WIRING OR DEVICES THAT HAVE BEEN DISCONNECTED SHALL NOT BE ABANDONED IN PLACE UNLESS NOTED OTHERWISE.
- CONTRACTOR SHALL COORDINATE WITH ALL OTHER TRADES FOR DISCONNECTION OF ANY EQUIPMENT BEING REMOVED BY OTHERS. CONTRACTOR SHALL REMOVE ALL WIRING AND CONDUIT BACK TO SOURCE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND PROPERLY DISPOSE OF ALL ELECTRICAL EQUIPMENT, LIGHT FIXTURES, WIRE, CONDUIT AND ASSOCIATED HARDWARE FROM THE SITE NOT DESIRED BY THE OWNER.
- DRAWING DOES NOT INDICATE ALL ELECTRICAL OR OTHER TRADE EQUIPMENT TO BE REMOVED. CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH ALL EXISTING CONDITIONS AND EQUIPMENT PRIOR TO BID.
- EQUIPMENT, WIRING, CONDUIT, ETC. SHALL NOT BE ABANDONED IN-PLACE UNLESS NOTED OTHERWISE. EXISTING RACEWAYS REUSED UNDER THIS RENOVATION WORK SHALL HAVE EXISTING BRANCH WIRING REMOVED.
- EQUIPMENT SCHEDULED FOR RE-USE SHALL BE CAREFULLY REMOVED AS NOTED. ELECTRICAL CONTRACTOR SHALL REPLACE EXISTING EQUIPMENT SCHEDULED TO BE REUSED THAT MAY BECOME DAMAGED DUE TO REMOVAL AT NO COST TO OWNER.

**GENERAL LIGHTING NOTES:**

- EXIT LIGHTS AND EMERGENCY BALLASTS SHALL BE WIRED TO NON-SWITCHED LEG OF LOCAL LIGHTING CIRCUIT SERVING SAME AREA.
- ALL FIXTURES SHALL BE SUPPORTED INDEPENDENT OF FINISHED CEILING AND SEISMICALLY BRACED PER CONNECTICUT BUILDING CODE. REFER TO SPECIFICATIONS AND DETAIL ON DRAWING E2.1 FOR ADDITIONAL INFORMATION.
- REFER TO ARCHITECTURAL REFLECTED CEILING PLAN FOR EXACT LOCATION OF FIXTURES.
- ALL HOMERUNS SHALL BE 2 #12, 1 #12G, 3/4" TO 20A-1P CB IN PANEL DESIGNATED UNLESS OTHERWISE NOTED.



KEY PLAN

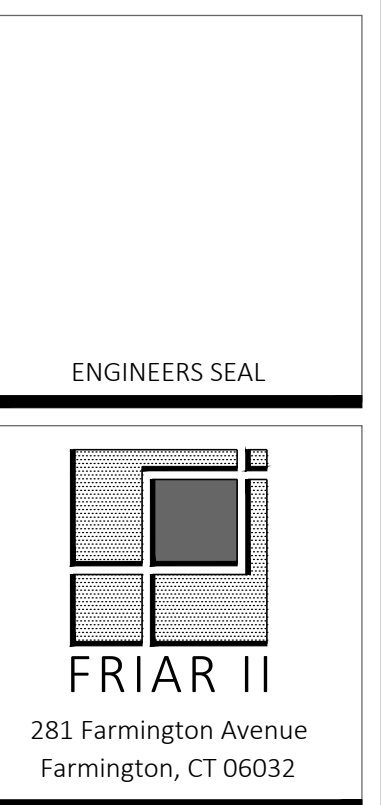
DATE: 12.21.2016  
 DRAWN BY: GMR  
 SCALE: 1/8"=1'-0"  
 REVIEWED BY: BAD  
 PROJECT NO. 2016-051A

REVISIONS	
NO.	DESCRIPTION

**BASE BID ELECTRICAL LIGHTING FLOOR PLAN**

**RENOVATIONS**  
**CROSBY HIGH SCHOOL**  
**MAIN OFFICE**  
 300 PIERPOINT ROAD  
 WATERBURY, CT 06705

ENGINEERS SEAL

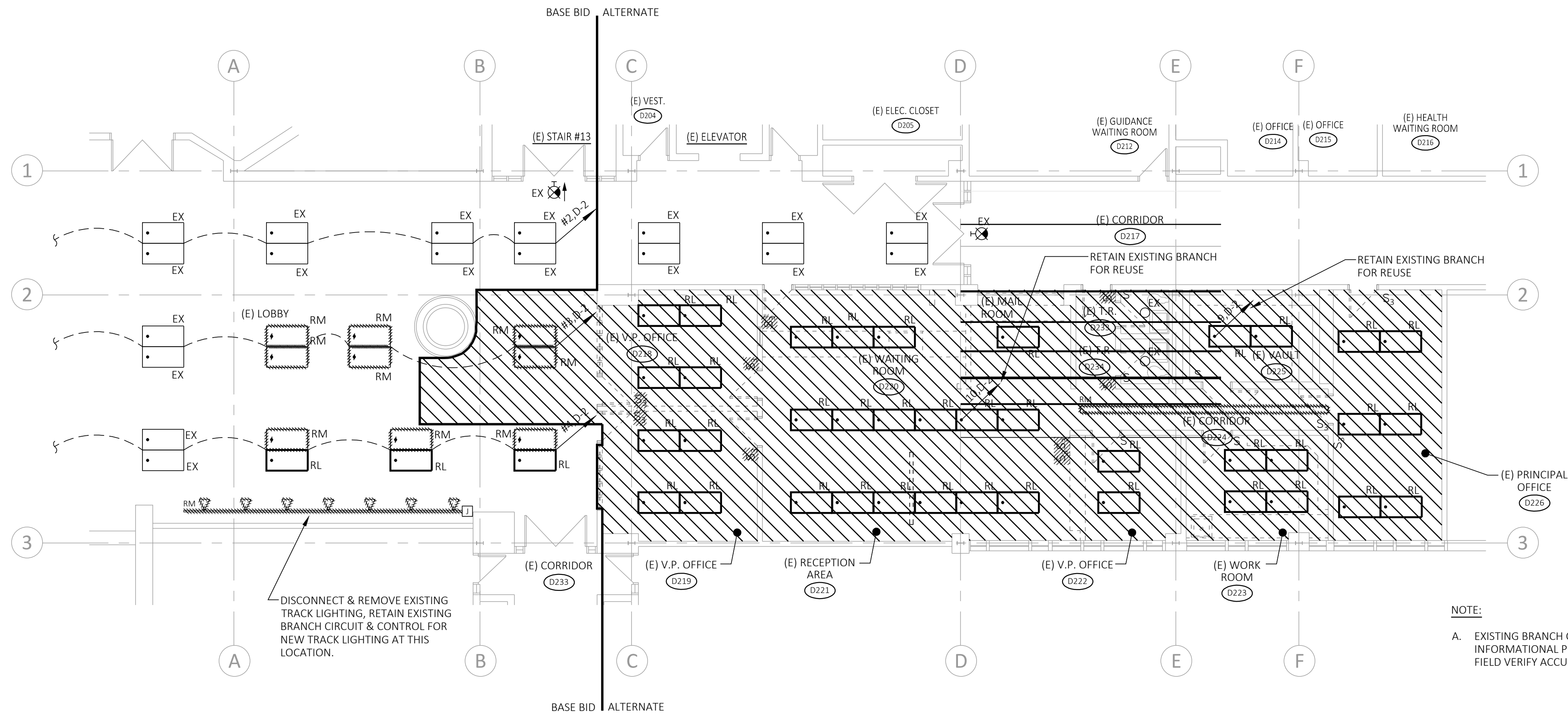


SHEET NO.  
**E1.1B**



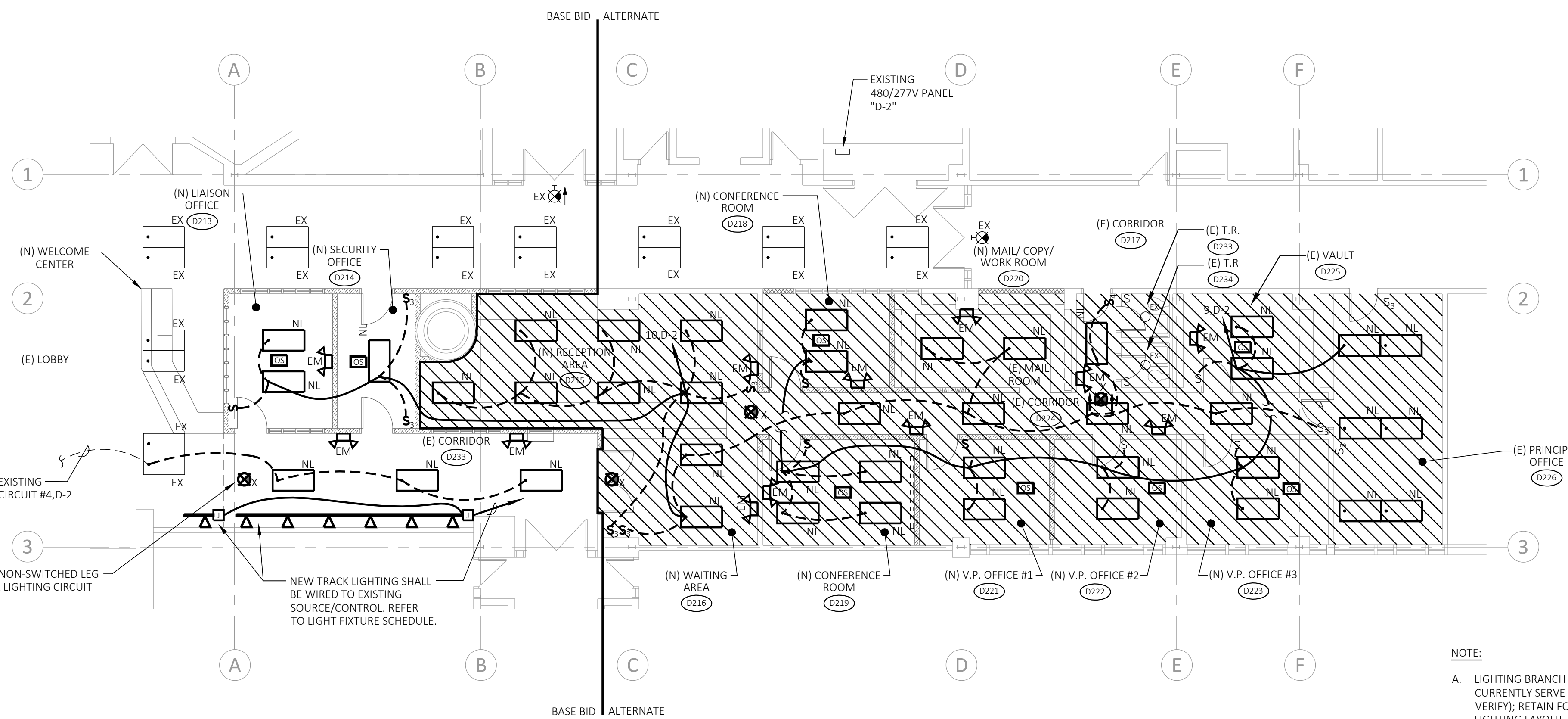


PLOT DATE: Feb 17, 2017 - 10:29am, jmarenzona



### LIGHTING DEMOLITION FLOOR PLAN - ALTERNATE

SCALE: 1/8"=1'-0"



### LIGHTING PROPOSED FLOOR PLAN - ALTERNATE

SCALE: 1/8"=1'-0"

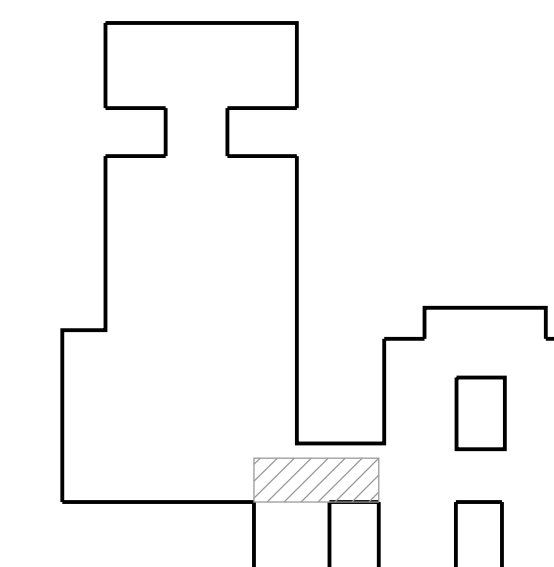
LEGEND	
SYMBOL	DESCRIPTION
X,Y,Z	HOME RUN PANEL AND CIRCUIT DESIGNATION AS SHOWN ON PLANS. HOME RUN SHALL BE FROM FIRST ELECTRICAL DEVICE BACKBOX IN CIRCUIT TO ELECTRICAL PANEL
—	BRANCH CIRCUIT POWER WIRING
- - -	BRANCH CIRCUIT SWITCHED WIRING
S	SINGLE-POLE SWITCH
S <sub>3</sub>	3-WAY SWITCH
S <sub>4</sub>	4-WAY SWITCH
⊘	SWITCH TO BE REMOVED
⊘	CEILING MOUNTED OCCUPANCY SENSOR
⊘	EXISTING LIGHT FIXTURE TO BE REMOVED
⊘	EXISTING LIGHT FIXTURE TO BE REMAIN
⊘	EXISTING LIGHT FIXTURE TO BE RELOCATED
⊘	EXISTING LIGHT FIXTURE IN NEW LOCATION
⊘	DOUBLE FACED CEILING OR WALL-MOUNTED, EXIT SIGN WITH EMERGENCY BATTERY BACK UP AND DIRECTIONAL CHEVRONS AS INDICATED ON PLANS
⊘	SINGLE FACED CEILING OR WALL-MOUNTED EXIT SIGN WITH EMERGENCY BATTERY BACK UP AND DIRECTIONAL CHEVRONS AS INDICATED ON PLANS
⊘	EXIST. SINGLE FACED CEILING OR WALL-MOUNTED EXIT SIGN TO REMAIN
⊘	CEILING OR WALL-MOUNTED, SELF-CONTAINED EMERGENCY LIGHT UNIT, FIXTURE SHALL MONITOR LIGHTING CIRCUIT IN AREA

#### NOTES:

- ALL EQUIPMENT SCHEDULED TO BE REMOVED SHALL BECOME THE PROPERTY OF THE OWNER AND SHALL EITHER BE STORED ON-SITE OR PROPERLY DISPOSED OF BY THE CONTRACTOR PER THE OWNER'S DIRECTION.
- CONTRACTOR SHALL COORDINATE ALL REQUIRED ELECTRICAL SHUTDOWNS WITH OWNER PRIOR TO COMMENCING WORK.
- WHERE REMOVAL OR RELOCATION OF AN ELECTRICAL DEVICE INTERRUPTS EXISTING CIRCUIT CONTINUITY, CONTRACTOR SHALL MAINTAIN CIRCUIT CONTINUITY TO ALL EQUIPMENT OR DEVICES THAT ARE TO REMAIN.
- CONTRACTOR SHALL EXTEND WIRING AND CONDUIT AS REQUIRED TO ALL ELECTRICAL DEVICES RELOCATED AS PART OF DEMOLITION WORK, UNLESS NOTED OTHERWISE.
- CONTRACTOR SHALL REMOVE ALL EXISTING WIRING AND CONDUIT LOCATED ABOVE CEILING AND IN WALLS THAT ARE NOT TO BE REUSED. ALL WIRING AND CONDUIT TO BE REMOVED SHALL BE REMOVED IN ITS ENTIRETY BACK TO SOURCE PANEL. REMOVE ALL ASSOCIATED MOUNTING HARDWARE. WHERE REMOVAL OR RELOCATION OF EXISTING CONDUIT PASSES THROUGH EXISTING WALLS, THE OPENINGS SHALL BE SEALED AND PAINTED TO MATCH THE EXISTING SURROUNDING AREA. SEAL ALL ELECTRICAL PENETRATIONS THROUGH FIRE RATED PARTITIONS. ALL WIRING EXISTING TO REMAIN ABOVE ACCESSIBLE CEILING IN AREA OF WORK SHALL BE PROPERLY SUPPORTED.
- EXISTING WIRING SHALL NOT BE REUSED.
- ALL EXISTING FIXTURES, RECEPTACLES, SWITCHES AND OTHER RELATED ELECTRICAL DEVICES SCHEDULED TO BE REMOVED, SHALL BE FIELD VERIFIED FOR EXACT QUANTITY.
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- EQUIPMENT SCHEDULED FOR RE-USE SHALL BE CAREFULLY REMOVED AS NOTED. ELECTRICAL CONTRACTOR SHALL REPLACE EXISTING EQUIPMENT SCHEDULED TO BE REUSED THAT MAY BECOME DAMAGED DUE TO REMOVAL AT NO COST TO OWNER.

#### GENERAL LIGHTING NOTES:

- EXIT LIGHTS AND EMERGENCY BALLASTS SHALL BE WIRED TO NON-SWITCHED LEG OF LOCAL LIGHTING CIRCUIT SERVING SAME AREA.
- ALL FIXTURES SHALL BE SUPPORTED INDEPENDENT OF FINISHED CEILING AND SEISMICALLY BRACED PER CONNECTICUT BUILDING CODE. REFER TO SPECIFICATIONS AND DETAIL ON DRAWING E2.1 FOR ADDITIONAL INFORMATION.
- REFER TO ARCHITECTURAL REFLECTED CEILING PLAN FOR EXACT LOCATION OF FIXTURES.
- ALL HOMERUNS SHALL BE 2 #12, 1 #12G, 3/4" TO 20A-1P CB IN PANEL DESIGNATED UNLESS OTHERWISE NOTED.



KEY PLAN

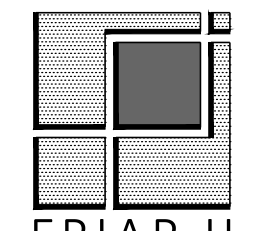
DATE:	12.21.2016
DRAWN BY:	GMR
SCALE:	1/8"=1'-0"
REVIEWED BY:	BAD
PROJECT NO.:	2016-051A

REVISIONS	
NO.	DESCRIPTION

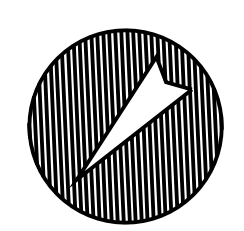
**ALTERNATE ELECTRICAL**  
**LIGHTING FLOOR PLAN**

RENOVATIONS  
**CROSBY HIGH SCHOOL**  
**MAIN OFFICE**  
 300 PIERPOINT ROAD  
 WATERBURY, CT 06705

ENGINEERS SEAL

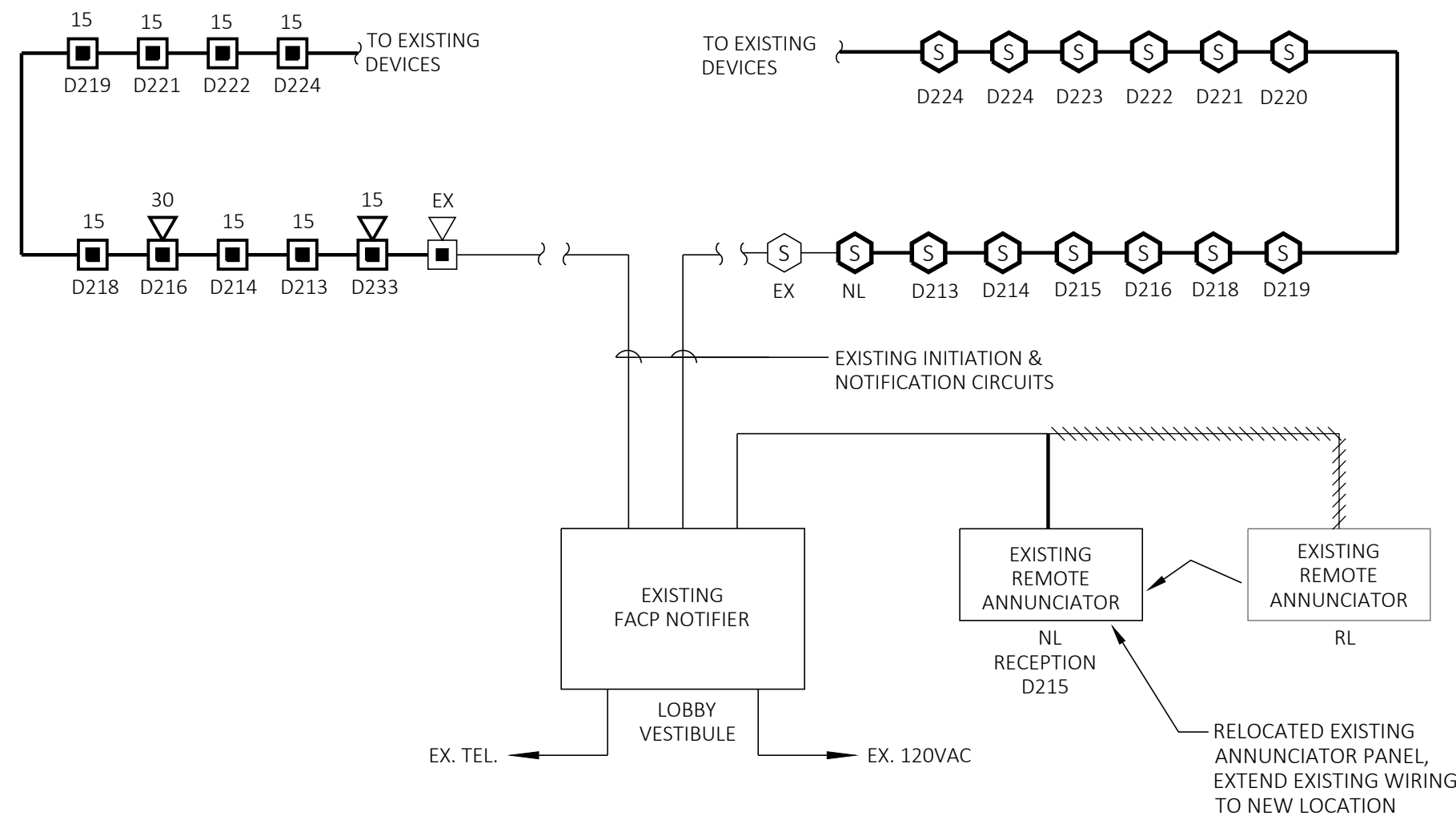
  
**FRIAR II**  
 281 Farmington Avenue  
 Farmington, CT 06032

SHEET NO.  
**E1.1A**





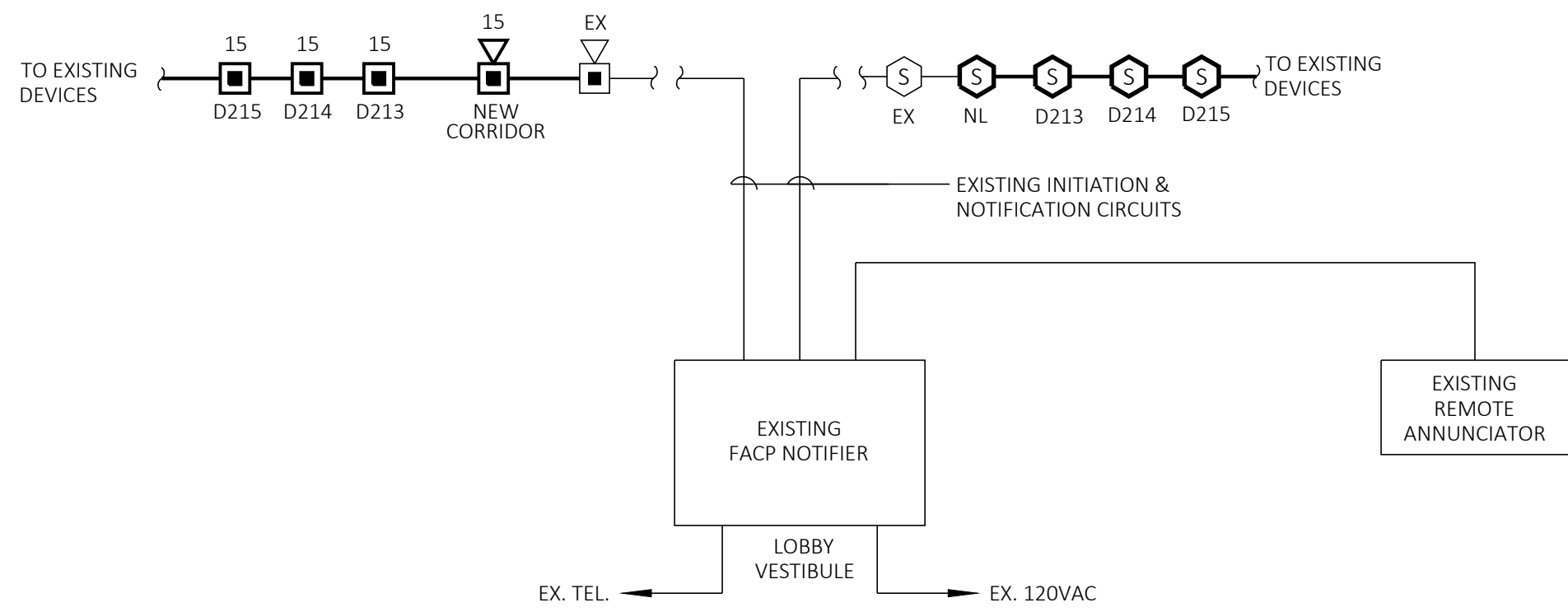
PLOT DATE: Feb 17, 2017 - 10:32am, jmorenzano



- NOTES:
- REFER TO FLOOR PLAN FOR DEVICE LOCATIONS AND QUANTITIES.
  - ALL FIRE ALARM STROBES SHALL SYNCHRONIZED.
  - FIRE ALARM TYPE MC CABLE SHALL BE ACCEPTABLE IN CONCEALED LOCATIONS. PROVIDE 3/4" EMT CONDUIT WHERE RUN EXPOSED IN UNFINISHED SPACES AND PROVIDE SURFACE NM RACEWAY WHERE RUN EXPOSED IN FINISHED SPACES ON EXISTING WALLS.
  - ALL WIRING SHALL BE PER MANUFACTURER'S REQUIREMENTS.
  - PROVIDE ALL SYSTEM PROGRAMMING AND TESTING FOR COMPLETE AND FUNCTIONAL SYSTEM.
  - PROVIDE ADDITIONAL POWER AND BATTERY PANELS AS REQUIRED FOR ADDITIONAL STROBE DEVICES.
  - ALL NEW DEVICES SHALL BE COMPATIBLE WITH EXISTING NOTIFIER SYSTEM AND SHALL MATCH EXISTING FIRE ALARM DEVICE FINISHES.

### 3 PARTIAL FIRE ALARM RISER DIAGRAM - ALTERNATE

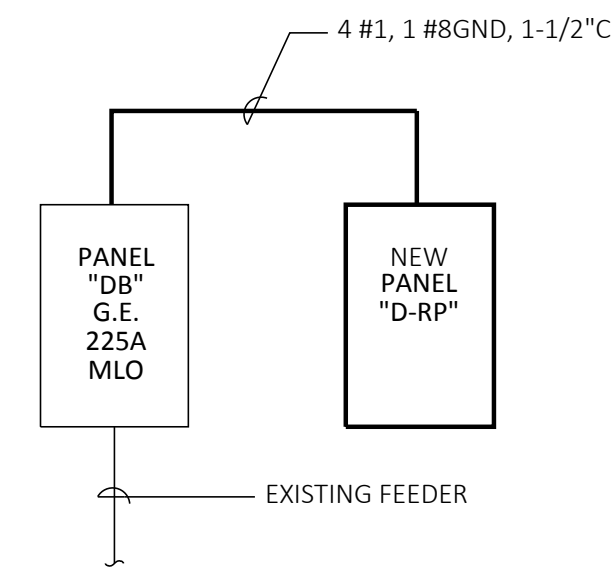
SCALE: NONE



- NOTES:
- REFER TO FLOOR PLAN FOR DEVICE LOCATIONS AND QUANTITIES.
  - ALL FIRE ALARM STROBES SHALL SYNCHRONIZED.
  - FIRE ALARM TYPE MC CABLE SHALL BE ACCEPTABLE IN CONCEALED LOCATIONS. PROVIDE 3/4" EMT CONDUIT WHERE RUN EXPOSED IN UNFINISHED SPACES AND PROVIDE SURFACE NM RACEWAY WHERE RUN EXPOSED IN FINISHED SPACES ON EXISTING WALLS.
  - ALL WIRING SHALL BE PER MANUFACTURER'S REQUIREMENTS.
  - PROVIDE ALL SYSTEM PROGRAMMING AND TESTING FOR COMPLETE AND FUNCTIONAL SYSTEM.
  - PROVIDE ADDITIONAL POWER AND BATTERY PANELS AS REQUIRED FOR ADDITIONAL STROBE DEVICES.
  - ALL NEW DEVICES SHALL BE COMPATIBLE WITH EXISTING NOTIFIER SYSTEM AND SHALL MATCH EXISTING FIRE ALARM DEVICE FINISHES.

### 4 PARTIAL FIRE ALARM RISER DIAGRAM - BASE BID

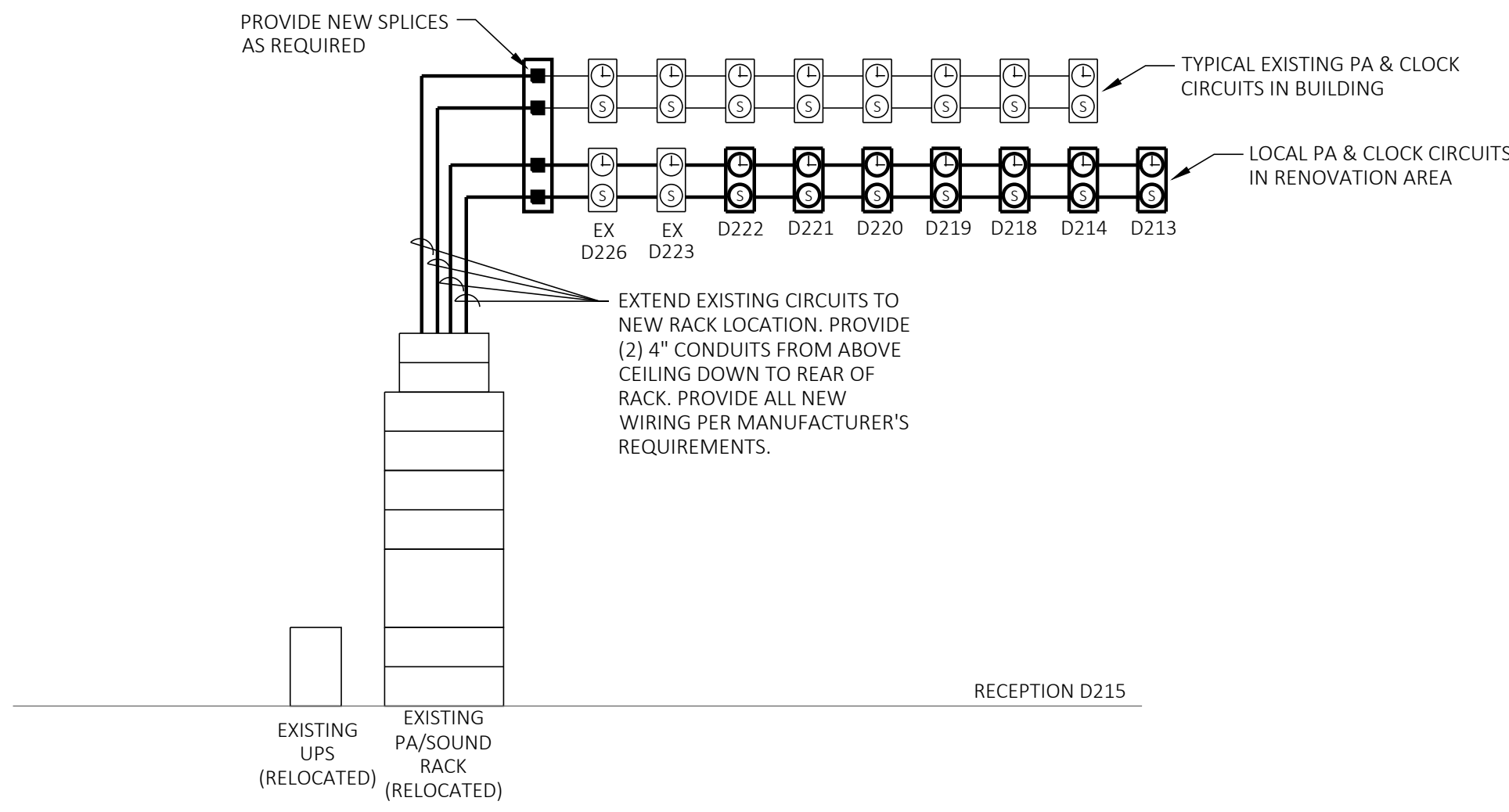
SCALE: NONE



- NOTES:
- DISCONNECT & REMOVE (3) 20A/1P CIRCUIT BREAKERS IN EXISTING PANEL (EXISTING GE 208/120V 3Ø, 4W 225A MLO PANEL). PROVIDE (1) NEW 100A/3P CIRCUIT BREAKER TO FEED PANEL "D-RP". (USE G.E. TYPE TQ CIRCUIT BREAKER). RE-FEED (3) 20A/1P BRANCH CIRCUITS FROM NEW PANEL "D-RP".

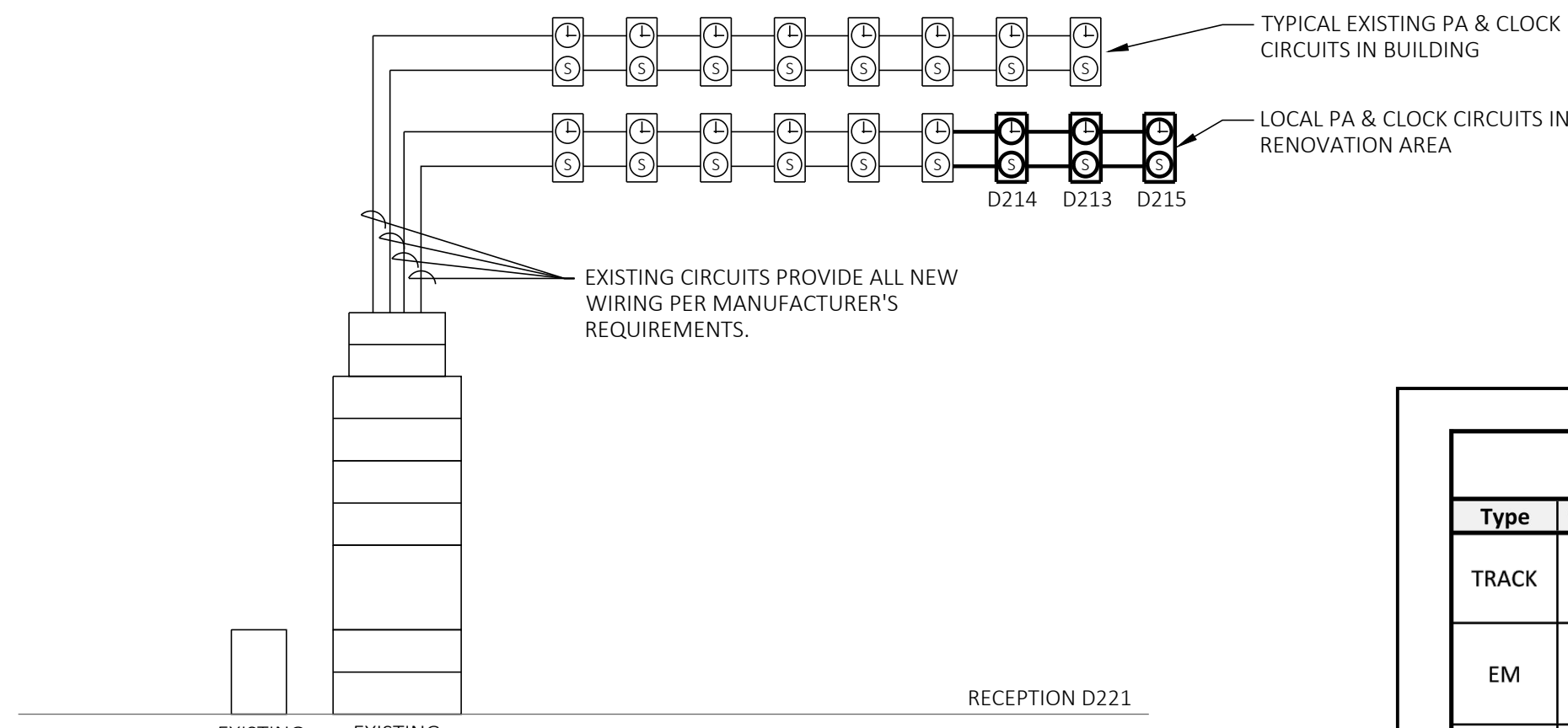
### 5 PARTIAL ELECTRICAL RISER DIAGRAM

SCALE: NONE



### 1 PARTIAL PA/CLOCK SYSTEM DIAGRAM - ALTERNATE

SCALE: NONE



### 2 PARTIAL PA/CLOCK SYSTEM DIAGRAM - BASE BID

SCALE: NONE

### BASE BID

Panel: D-RP				Location: CROSBY HIGH SCHOOL-WATERBURY			
Amperage/Mains: 100 MLO				Mounting: FLUSH			
Voltage / Phase: 208/120V 3Ø; 4W; G.				Feeder: 4#1,1#8G, 1-1/2" C			
AIC: 10K				Isolated Ground NO			

CIRCUIT BREAKER	AMP	POLES	LOAD DESCRIPTION	LTG			MISC			MISC			LOAD DESCRIPTION	CIRCUIT BREAKER	AMP	POLES
				KVA	KVA	KVA	A	B	C	KVA	KVA	KVA				
1	20	1	RECEPTACLES	0.0	1.1		1.8				0.7	0.0	RECEPTACLES	20	1	2
3	20	1	RECEPTACLES	0.0	0.4		0.7				0.4	0.0	RECEPTACLES	20	1	4
5	20	1	RECEPTACLES	0.0	0.7					0.7	0.0	0.0	SPARE	20	1	6
7	20	1	SPARE	0.0	0.0		0.0				0.0	0.0	SPARE	20	1	8
9	20	1	SPARE	0.0	0.0					0.0	0.0	0.0	SPARE	20	1	10
11	20	1	SPARE	0.0	0.0					0.0	0.0	0.0	SPARE	20	1	12
13	20	1	SPARE	0.0	0.0		0.0				0.0	0.0	SPARE	20	1	14
15	20	1	SPARE	0.0	0.0					0.0	0.0	0.0	SPARE	20	1	16
17	20	1	SPARE	0.0	0.0					0.0	0.0	0.0	SPARE	20	1	18
19	20	1	SPARE	0.0	0.0		0.0				0.0	0.0	SPARE	20	1	20
21	20	1	SPARE	0.0	0.0					0.0	0.0	0.0	SPARE	20	1	22
23	20	1	SPARE	0.0	0.0		0.0				0.0	0.0	SPARE	20	1	24
25	20	1	SPARE	0.0	0.0					0.0	0.0	0.0	SPARE	20	1	26
27	20	1	SPARE	0.0	0.0					0.0	0.0	0.0	SPARE	20	1	28
29	20	1	SPARE	0.0	0.0					0.0	0.0	0.0	SPARE	20	1	30
Connected (kVA):				0.0	2.2	0.0	1.8	0.7	0.7	0.0	1.1	0.0				
Demand * (kVA):				0.0	3.2	0.0										

Total Connected Load (kVA):	3.2	Total Connected Load (A):	9.0
Total Demand Load * (kVA):	3.2	Total Demand * Load (A):	9.0
connected load per Ø = (total load/3):	1.1	125% of Total Demand (A):	11.2
demand load per Ø = (total load/3):	1.1		

\* Demand Factor:  
Lighting loads: 100%  
Receptacle loads, 10kVA or less: 100%  
Receptacle loads, over 10kVA: 50%  
Miscellaneous loads: 100%

### ALTERNATE

Panel: D-RP				Location: CROSBY HIGH SCHOOL-WATERBURY			
Amperage/Mains: 100 MLO				Mounting: FLUSH			
Voltage / Phase: 208/120V 3Ø; 4W; G.				Feeder: 4#1,1#8G, 1-1/2" C			
AIC: 10K				Isolated Ground NO			

CIRCUIT BREAKER	AMP	POLES	LOAD DESCRIPTION	LTG			MISC			MISC			LOAD DESCRIPTION	CIRCUIT BREAKER	AMP	POLES	
				KVA	KVA	KVA	A	B	C	KVA	KVA	KVA					
1	20	1	RECEPTACLES	0.0	1.1		1.6				0.5	0.0	RECEPTACLES	20	1	2	
3	20	1	RECEPTACLES	0.0	0.4		0.7				0.4	0.0	RECEPTACLES	20	1	4	
5	20	1	RECEPTACLES	0.0	0.7					1.4	0.7	0.0	RECEPTACLES	20	1	6	
7	20	1	RECEPTACLES	0.0	0.7		1.8				1.1	0.0	COPIER	20	1	8	
9	20	1	RECEPTACLES	0.0	0.9					1.4		0.5	0.0	RECEPTACLES	20	1	10
11	20	1	RECEPTACLES	0.0	0.5					0.9	0.4	0.0	RECEPTACLES	20	1	12	
13	20	1	RECEPTACLES	0.0	0.2		0.2				0.0	0.0	SPARE	20	1	14	
15	20	1	SPARE	0.0	0.0					0.0		0.0	SPARE	20	1	16	
17	20	1	SPARE	0.0	0.0					0.0	0.0	0.0	SPARE	20	1	18	
19	20	1	SPARE	0.0	0.0		0.0				0.0	0.0	SPARE	20	1	20	
21	20	1	SPARE	0.0	0.0					0.0	0.0	0.0	SPARE	20	1	22	
23	20	1	SPARE	0.0	0.0		0.0				0.0	0.0	SPARE	20	1	24	
25	20	1	SPARE	0.0	0.0					0.0	0.0	0.0	SPARE	20	1	26	
27	20	1	SPARE	0.0	0.0					0.0	0.0	0.0	SPARE	20	1	28	
29	20	1	SPARE	0.0	0.0					0.0	0.0	0.0	SPARE	20	1	30	
Connected (kVA):				0.0	4.5	0.0	3.6	2.2	2.3	0.0	3.6	0.0					
Demand * (kVA):				0.0	8.1	0.0											

Total Connected Load (kVA):	8.1	Total Connected Load (A):	22.5
Total Demand Load * (kVA):	8.1	Total Demand * Load (A):	22.5
connected load per Ø = (total load/3):	2.7	125% of Total Demand (A):	28.1
demand load per Ø = (total load/3):	2.7		

\* Demand Factor:  
Lighting loads: 100%  
Receptacle loads, 10kVA or less: 100%  
Receptacle loads, over 10kVA: 50%  
Miscellaneous loads: 100%

### LIGHTING FIXTURE SCHEDULE

Type	Voltage	Lamp/QTY	Description	Manufacturer	Inputwatts	Catalog Number
TRACK	VIF	LED 3500K	TRACK LIGHTING SYSTEM - 1 CIRCUIT WITH ALL MOUNTING HARDWARE, FITTINGS, ETC	JUNO	27	JUNO TRACK MASTER AVANT GARDE 27W CONIX LED T263LG2-35-F-WH
EM	UNV	WITH UNIT	WALL MOUNTED OR SUSPENDED DUAL HEAD EMERGENCY LIGHT FIXTURE.	DUAL LITE	10	#L22D-I OR ACCEPTABLE EQUIVALENT
X	UNV	LED	UNIVERSAL MOUNT EXIT SIGN. G.C. TO VERIFY MOUNTING REQUIRED & CHEVRON DIRECTION PRIOR TO ORDER. WIRE TO LIGHTING CIRCUIT	DUAL LITE	3	#LXRWEI OR ACCEPTABLE EQUIVALENT

\*\* REFER TO FLOOR PLAN DRAWINGS FOR LOCATIONS AND QUANTITIES OF FIXTURES

DATE: 12.21.2016  
DRAWN BY: GNR  
SCALE: 1/8"=1'-0"  
REVIEWED BY: BLD  
PROJECT NO. 2016-051A

NO.	DATE	DESCRIPTION

## ELECTRICAL RISER DIAGRAMS & SCHEDULES

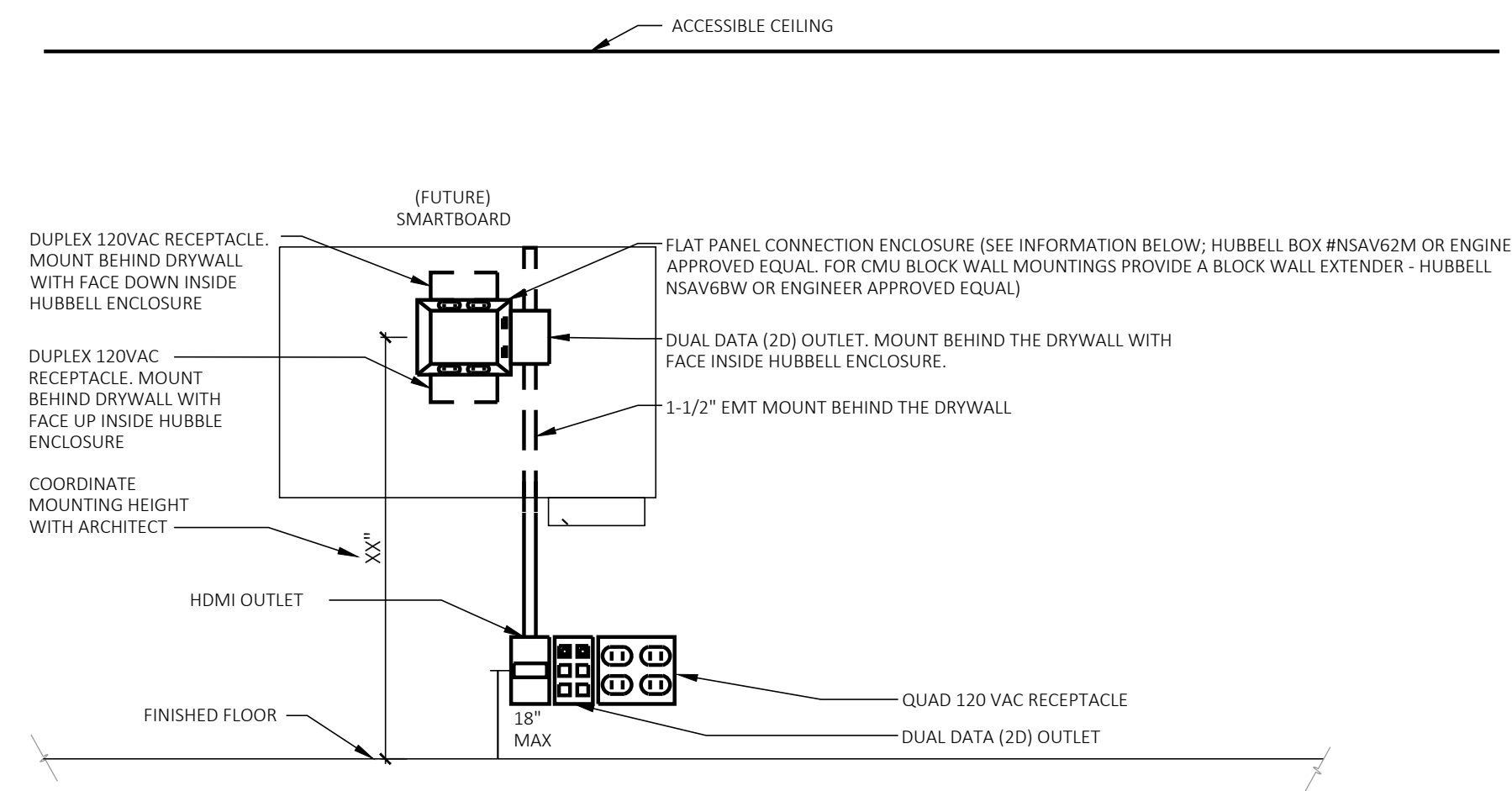
RENOVATIONS  
CROSBY HIGH SCHOOL  
MAIN OFFICE  
300 PIERPOINT ROAD  
WATERBURY, CT 06705

ENGINEERS SEAL

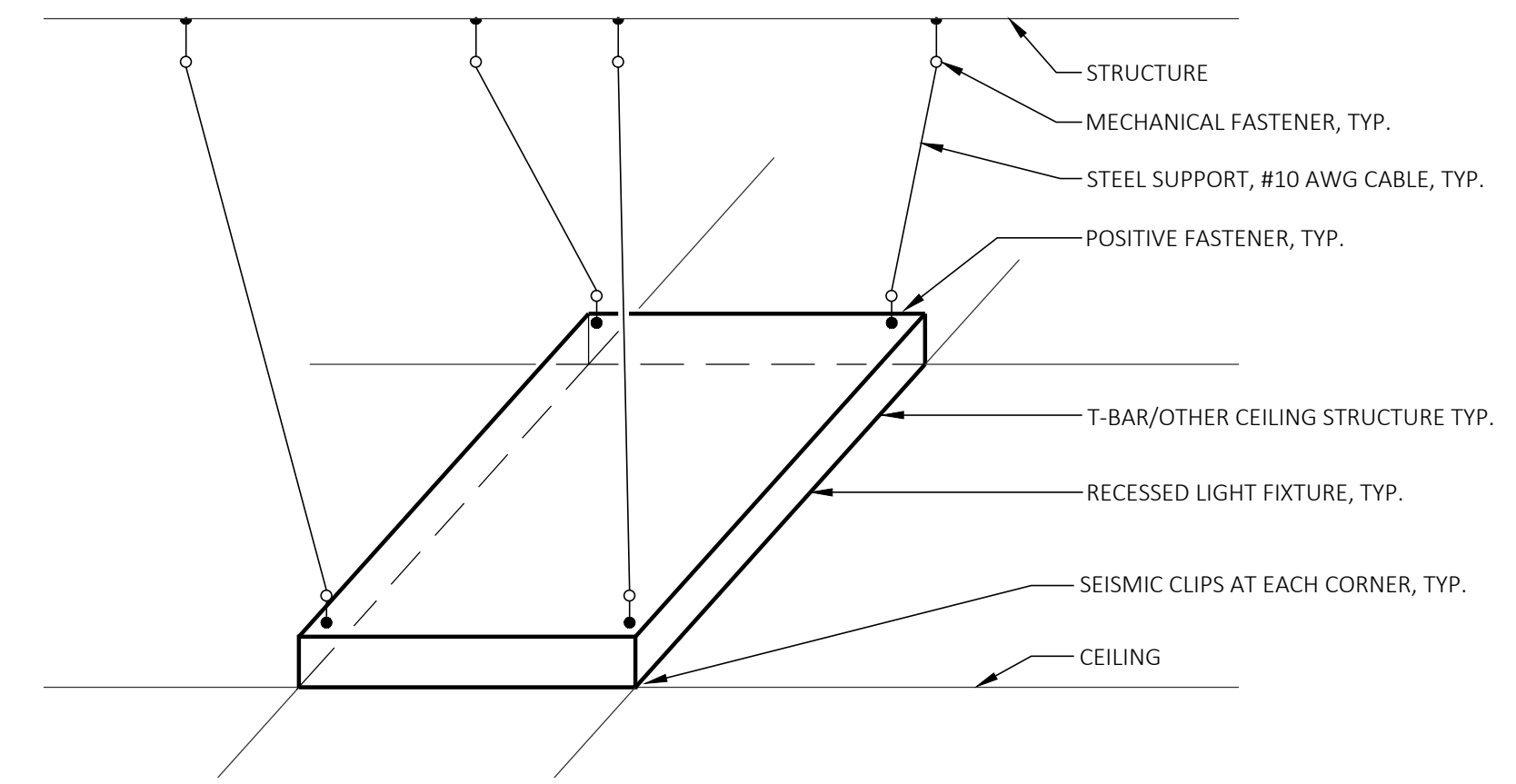


SHEET NO.  
E2.1

PLOT DATE: Feb 17, 2017 - 10:33am, jmorenzano



**3 SMARTBOARD ELEVATION (TYPICAL) - ALTERNATE**  
SCALE: NONE

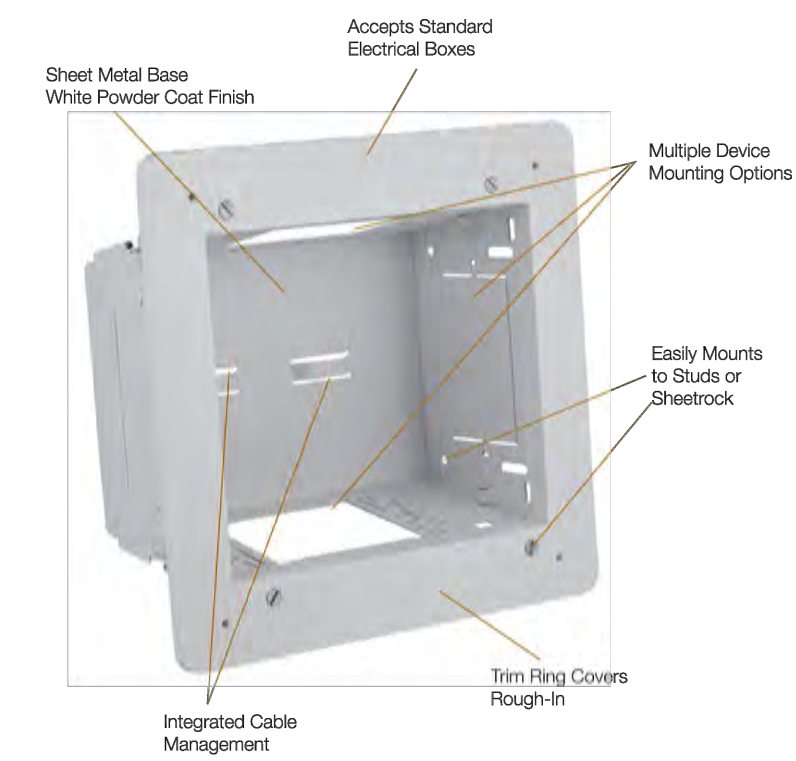


**1 TYPICAL INDEPENDENT LIGHTING FIXTURE SUPPORT DETAIL**  
SCALE: NONE

**HUBBELL WIRING SYSTEMS** Power, Data and A/V Delivery

- HUBBELL Advantage**
- High density delivery of power, data, and A/V.
  - Stud or sheetrock mounting flexibility.
  - Steel construction for residential MDU and commercial applications.
  - Easily reconfigured to adapt to new applications.

**netSELECT Flat Panel Connection Enclosure**



- FEATURES**
- 2-Gang enclosure with 2 additional 3-Unit Hubbell STATION™ A/V Mounting locations.
  - Stud or sheetrock mounting integrated into the enclosure. No need for extra hardware.
  - ABS trim ring quickly cleans up sheetrock rough-in.
  - Aesthetically pleasing and durable white powder coated steel base.
  - Optional screw on cover reduces tampering and protects connections.

Hubbell's netSELECT® FPTV connection enclosure delivers high-density connectivity and power in the wall. In-wall connections allow flat panel displays and interactive "smart" boards to sit flush without dangling cords. It quickly installs to studs or sheetrock without additional components or hardware.

The enclosure is designed to accommodate large bend radii associated with current cable types such as HDMI, DVI, RG6/UQ, and VGA. The base is constructed from 18ga. cold rolled steel, which provides toughness and meets requirements for high-rise residential and commercial construction. The white powder coat finish provides durability and an appearance that blends into the wall.

- SPECIFICATIONS**
- Mechanical
    - 18ga. cold rolled steel base
    - White powder coat finish
    - High impact ABS trim ring

- APPLICATIONS**
- Interactive Whiteboards
  - Flat Panel Displays
  - Home Theater
  - Information Displays
  - Small Wireless AP's
  - Multimedia Workstations

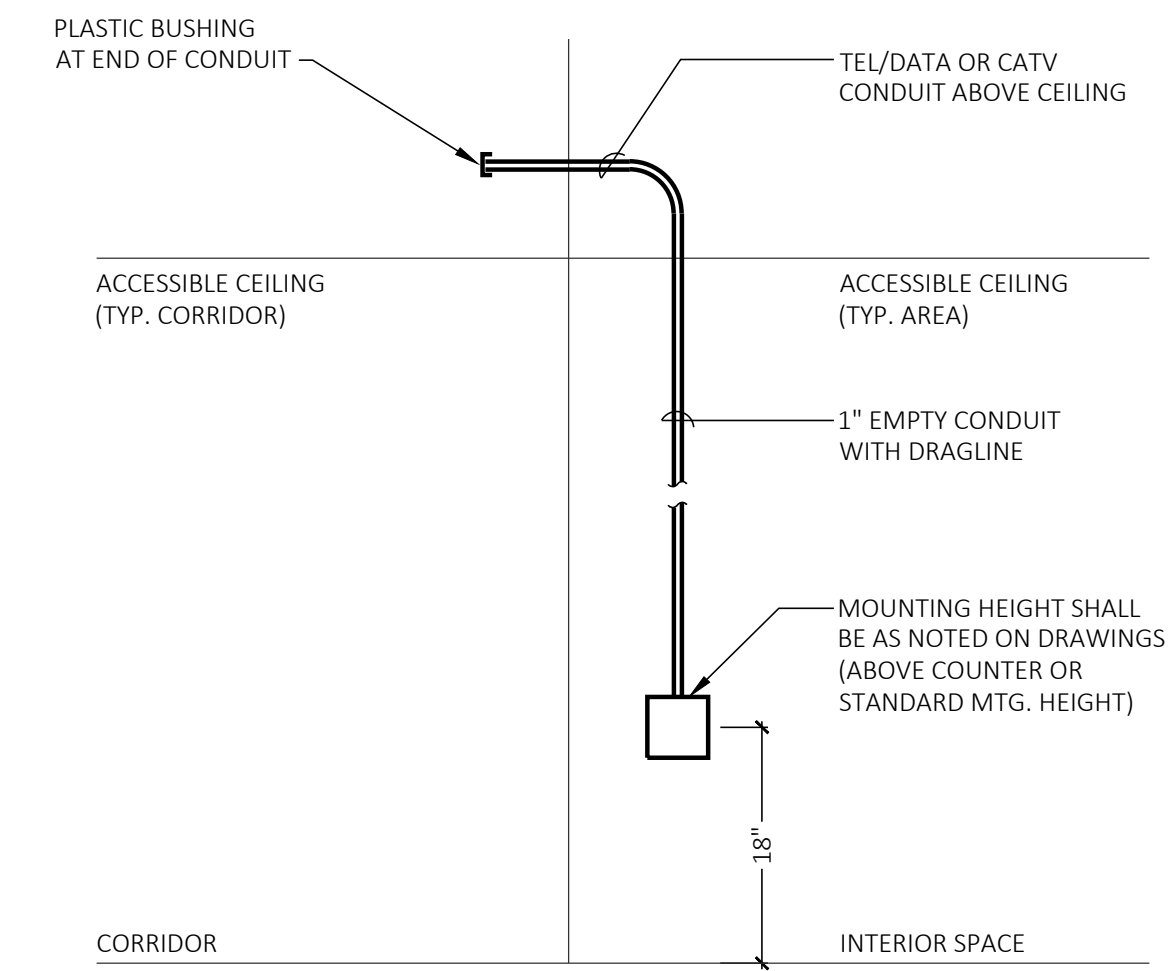
- STANDARDS/LISTINGS/VERIFICATIONS**
- cULus 1863 listed
  - UL V0 flame rating on ABS trim ring



[www.hubbell-wiring.com](http://www.hubbell-wiring.com) / [www.hubbell-premise.com](http://www.hubbell-premise.com)

PROVIDE HUBBELL ENCLOSURE OR ACCEPTABLE EQUIVALENT

**3a SMARTBOARD CONNECTION ENCLOSURE - ALTERNATE**  
SCALE: NONE



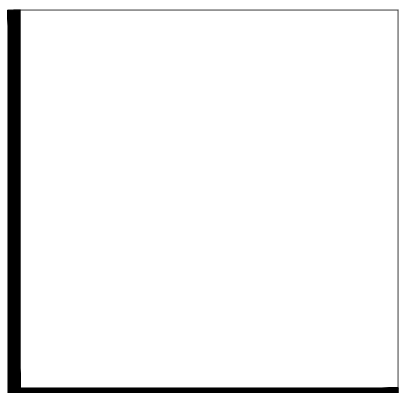
**2 TELE/DATA OR CATV OUTLET & CONDUIT DETAIL TYP. OF FINISHED CEILING AREA**  
SCALE: NONE

DATE:	12.21.2016
DRAWN BY:	GNB
SCALE:	1/8"=1'-0"
REVIEWED BY:	BLD
PROJECT NO.	2016-051A

NO.	DATE	DESCRIPTION

**ELECTRICAL DETAILS**

RENOVATIONS  
**CROSBY HIGH SCHOOL MAIN OFFICE**  
300 PIERPONT ROAD  
WATERBURY, CT 06705



ENGINEERS SEAL



SHEET NO.  
**E2.2**

PROJECT SPECIFICATIONS

PART 1 - GENERAL

1.1 GENERAL

- A. Architect's General Conditions are a part of this Division. All work shall be done in strict accordance with all applicable Codes and Regulations of local and State Agencies, Owner's insurance underwriter, IRI or FM, local Fire Marshal and utility companies. This Contractor shall bear the cost of all fees, permits, licenses and taxes and any utility company charges in connection with the work. All equipment installed shall be UL listed.
- B. Contractor shall allow that work may need to be accomplished under premium time and must be coordinated with the Owner.

1.2 SCOPE

- A. Demolition:
  1. The Contractor shall reference architectural, mechanical and electrical plans and remove or relocate existing mechanical and electrical materials as shown or which exist on walls and partitions being removed. Additionally, the Contractor shall remove all electrical feeds to existing furniture partitions to be removed. Removal of wiring that is no longer in service shall be complete back to source. Existing conduit may be reused when in suitable condition. Wiring for branch circuits shall not be reused unless otherwise noted. Circuits that remain shall be left in operating condition.
  2. The Contractor shall remove all unused telephone and data cables complete form outlet to patch panel.
  3. Existing electrical materials shall NOT be reused unless so indicated on the Drawings. Existing flush-mounted boxes in good condition may be reused if located as shown for new boxes on Drawings. Flush-mounted boxes not being reused shall be covered with suitable cover plates, surface boxes and raceways shall be removed as required.
  4. All materials removed under these divisions and not scheduled for reuse or requested by the Owner, shall be properly disposed of off site meeting all applicable regulations of local State Agencies.
- B. New Work:
  1. Provide complete electrical lighting, power, fire alarm and special systems as indicated on the Contract Drawings. Electrical systems shall be complete in all respects, tested, approved and ready for operation.
  2. Provide all electrical work necessary to power Owner-supplied equipment. Provide all receptacles, power wiring, core drills, etc., necessary for a complete installation.
  3. Maintain existing receptacles on existing walls to remain, where indicated, reconnect circuits that are interrupted.
- C. Work by Others:
  1. Other Trade Contractors and Owner's equipment vendors shall install all motors for equipment provided under their trade work contracts; motors shall be ready for wiring by the Contractor. Other Trade Contractors and Owner's equipment vendors shall furnish and deliver to the Contractor wiring diagrams for all electrically operated equipment. Other trade Contractors shall furnish relays and control equipment to the Contractor who shall install and wire these devices. The Contractor shall provide motor starters and disconnect switches.
  2. The Contractor shall provide chases, openings, cutting, patching, painting and finish work.
  3. The Contractor shall install all access doors where required; for access to electrical systems.

1.3 SHOP DRAWING SUBMITTALS

- A. Submit shop drawings on equipment and materials, in sextuplet (6 copies), to the Architect for approval. The Drawings shall include ratings, performance information, operating data and wiring diagrams. The Contractor shall assume full responsibility for work performed or equipment supplied that is not in agreement with approved shop drawings.
- B. The following list of electrical items must be submitted by Contractor for approval:
  1. Panelboards.
  2. Circuit Breakers.
  3. Safety Switches.
  4. Starters.
  5. Wiring devices and plates.
  6. Lighting fixtures (submit samples as requested).
  7. Fire alarm system components.
- C. Submit for record an itemized list detailing electrical systems and components to be seismically restrained and associated seismic restraint system to be used.

1.4 RECORD DRAWINGS

- A. Neatly and accurately record all changes to Contract Documents on record set of drawings furnished by the General Contractor. These record "as-built" drawings shall include locations of specific items as listed in the various specification DIVISIONS. Upon project completion, these record drawings shall be turned over to the Engineer.

1.5 DEFINITIONS

- A. As used on Contract Drawings, the term "to provide" shall mean "to furnish", install and connect completely in the specified or approved manner the item or material described.

1.6 GUARANTEE

- A. Materials, equipment and workmanship shall have standard warranty against defects in material and workmanship. Failures due to defective or improper material, equipment, workmanship or design shall be made good, forthwith, by and at the expense of the Contractor, including damage done to areas, materials and other systems resulting from such failures. Guarantee period shall extend for one year from the Date of Acceptance.

1.7 INSPECTION

- A. Contract Drawings are diagrammatic and do NOT show every required fitting, etc. The Contractors shall examine the architectural and MEP Drawing and Specifications to determine the scope of work and familiarize themselves with existing site conditions prior to submitting a bid, and shall include all equipment and accessories necessary for complete and operational systems.

1.8 ARRANGEMENT OF WORK

- A. Work shall be coordinated between trades to prevent interference. Work shall present a neat coordinated appearance. Install work as necessary to provide maximum possible headroom, adequate clearance and ready access for inspection, operation, safe maintenance and repair and Code conformance. Where space appears inadequate, consult the Architect before proceeding with installation.

1.9 WORKMANSHIP

- A. Equipment and materials shall be new, of first quality, selected and arranged to fit properly into spaces indicated. Install equipment and materials in accordance with manufacturer's recommendations.

1.10 COORDINATION WITH OWNER

- A. Work shall be scheduled with the Owner. Interruptions in Owner's access to the site shall be subject to Owner limitations of date and duration.

1.11 OPERATION OF SERVICES AND UTILITIES

- A. Shutdown of existing services and utilities shall, without exception, be coordinated with the proper utility and with the Owner as to date, time of day, and duration before any service is interrupted. Notify the Owner of estimated duration of shutdown period at least ten days in advance of proposed shutdown.

1.12 PROTECTION

- A. Close open ends of work with temporary covers or plugs during construction to prevent entry of foreign material. Protect existing property, equipment and finishes from damage. Repair, to original condition, existing property that has been damaged during execution of the work.

1.13 CLEANING

- A. Work site must be kept clean. Rubbish, debris and leftover or excess materials shall be removed daily.

1.14 LUBRICATION

- A. No equipment shall be operated for temporary service or testing without proper lubrication. Items requiring lubrication shall be left freshly and fully lubricated at time of substantial completion. Furnish Owner with one complete new set of any special lubrication devices required for servicing, e.g., grease guns, fittings and adapters.

1.15 PAINTING

- A. Equipment and materials shall have standard manufacturer's finish except where otherwise noted.

1.16 CUTTING AND PATCHING

- A. Cutting and patching to be performed by Contractor. Painting of finished surfaces after patching shall be as specified by Architect or shall match adjacent finishes.

1.17 WATERPROOFING

- A. Provide necessary sleeves, caulking and flashing required to make openings waterproof.

1.18 FIREPROOFING

- A. At closing of each working day, provide temporary firestopping in every opening cut between floors and through fire-rated partitions. Permanent firestops shall be provided around sleeves and at other permanent openings through fire-rated partitions and floors, as required. Materials used for firestopping shall be Class A "Incombustible" with firestopping capabilities equal to that of adjacent construction.

1.19 BASES AND SUPPORTS

- A. Provide necessary supports, pads, bases and piers for equipment. Equipment shall be securely attached to building structure in acceptable manner in compliance with BOCA 1113 Seismic Code. Attachments shall be of strong and durable nature, as determined by the Owner.

1.20 SEISMIC REQUIREMENTS

- A. Submit six (6) copies of a final inspection report which includes: Sealed certification by a Structural Engineer with P.E. registration in the State of Connecticut.
  1. Engineer has reviewed the project.
  2. Engineer has approved the use of the devices for the particular applications.
  3. The devices satisfy specification- and Code-mandated seismic criteria.
- B. Refer to individual Divisions for specific requirements.

1.21 ACCESS

- A. Provide adequately sized access doors, for access to concealed equipment and components requiring servicing or inspection. Doors shall have fire ratings equal to construction in which they are located.

1.22 TESTS

- A. Perform tests required by the Owner, legal authorities and agencies. Each piece of equipment, including motors and controls, shall be operated continuously for minimum one-hour test. Correct all defects appearing during tests, and repeat tests until no defects are disclosed. Final tests shall be made in the Owner's presence.

1.23 SYSTEMS OPERATION AND MAINTENANCE

- A. Upon completion of the work and at a time designated by the Engineer, the Contractor shall furnish (3) instruction manuals including data, warranties, etc., and shall instruct the Owner or his representative as to the arrangement, location and operation of all equipment and systems furnished and installed under the Mechanical and Electrical Contract.

1.24 PERMITS, LAWS, ORDINANCES, CODES AND STANDARDS

- A. Obtain and pay for permits, inspections, licenses and certificates required. Work of this Contract shall meet State Building Code, State Fire Safety Code and other laws, rules and regulations of local, State and Federal authorities; National Fire Protection Association #13, 1999 Edition; National Fire Protection Association #90A and #90B; National Fire Protection Association #99, Latest Edition; International Mechanical Code, 1996 Edition and International Plumbing Code, 1997 Edition; National Electrical Code, 1999 Edition. Equipment, materials and components listed UL Product Directories, shall bear UL labels.

1.25 FILTERS AND STRAINERS

- A. Any equipment which operates with filters or strainers shall have filters and strainers installed at all time.

1.26 INSURANCE

- A. Furnish insurance certificates required by the Owner.

PART 2 - PRODUCTS

2.1 WIRE, CABLE AND RACEWAY

- A. Rigid galvanized steel conduit (RGS) shall be used for all exterior wiring and where subject to dampness, except as noted below or as specifically noted on the Drawing.
- B. Electrical Metallic Tubing (EMT) shall be used for feeders run above ground in dry areas, and all exposed branch circuit wiring.
- C. EMT or RGS shall be used for all circuit homeruns.
- D. Flexible Metallic Conduit (FMC) or liquid-tight flexible metallic conduit (LFMC) shall be used for connections to vibrating equipment.
  1. Grey/tan Type LA liquid-tight flexible metal conduit (LFMC) shall be used for final connections to vibrating equipment and to furniture partitions from underfloor duct activation fittings.
- E. Type (MC) metal-clad cable may be used for branch wiring to light fixtures, receptacles and switches. Wherever (MC) cable is used for light fixture wiring, leave sufficient slack for future removal or servicing of fixtures in finished ceilings. The (MC) cable shall be UL listed, 600V, 90 degree C rated, metal clad with THHN insulation and green insulated ground wire. All cables shall be rigidly supported from the building structure at least 4" O.C. and within 12" from every fitting and shall run in lines parallel or perpendicular to building structure members. Cable shall not rest on the ceiling structure. Type (MC) cable shall not be used for homeruns. Type AC armored cable or NM type cable shall not be permitted on the job.
- F. Minimum sizes shall be as follows:
  1. Conduit and EMT: 3/4" unless otherwise noted.
  2. Flexible Metal Conduit: 1/2".
  3. Wireway: 4" x 4".
- G. Wiring that must be run along the surface of the existing walls shall be run in Wiremold #500 surface metal raceway, Wiremold #2100 surface metal raceway or as otherwise specified on the drawings.
- H. Wire #10 and smaller shall be solid conductor with THWN/THHN insulation, Size #8 and larger shall be stranded conductors with XHHW insulation. Minimum size wire for light and power circuits shall be #12 AWG. The Contractor shall include an individual code sized green insulated ground conductor for all circuits; the use of the conduit system or cable covering as the sole means of grounding will not be permitted.
- I. Common neutrals shall not be used for receptacle circuits, unless otherwise noted on plans. When used, common neutral conductor ampere rating shall be double the phase conductor rating.
- J. All conduit and wiring shall be run concealed inside walls where possible. Exposed conduits and surface raceway where allowed shall be run neatly in lines parallel or perpendicular to building walls.
- K. All splices for #10 or smaller shall be made with "Scotchlok" spring connectors or equal. Splices for #8 or larger shall be made with UL approved compression connectors.
- L. Provide nylon pull lines for all empty conduits.

2.2 PANELBOARDS

- A. Panelboards shall be by Square D, General Electric, Cutler-Hammer or equal. Refer to Contract Drawings for requirements on special ratings.
- B. Panelboard shall have mains and branches as scheduled. Unless otherwise noted, breakers shall be fully rated interrupting rating as noted on plans. Panelboards shall be as follows:
  1. 120/208V lighting and small panelboards shall be Square D "NQOD" or equal with minimum 10,000 AIC rating.
  2. 120/208V distribution power panelboard shall be Square D "I Line" or equal with minimum 10,000 AIC ratings.
  3. 480/277V lighting and power panelboards shall be Square D "NEHB" or "I Line", as appropriate with minimum 14,000 AIC rating.
- C. Panelboards shall confirm to standards of NEMA PB-1. Panelboards shall have distribution phase bussing throughout. Unless noted otherwise, panels shall be flush-mounted and main lugs shall be at top or bottom. Panels shall include ground bus.
- D. Each cabinet shall have hinged locking metal door and card holder for directory. All locks shall be fitted to same key. Panelboards card directories shall be completely filled out (typewritten) upon completion of project.
- E. Cover trims for panelboards shall be hinged to box with full height semi-concealed piano hinges and be fastened to box lip with screws. Trim clamps may only be used on opening part of trim. Trim door shall also be hinged. Trim shall be UL labeled.
- F. Circuit breakers shall be bolt-on type.

2.4 SWITCHES, RECEPTACLES AND PLATES

- A. Switches and receptacles shall be as manufactured by Hubbell, Arrow-Hart, Leviton or Pass and Seymour and equivalent to the following specification grades, with color matching Building Standard:
  1. Single-pole switches shall be Hubbell #1221.
  2. 3-way switches shall be Hubbell #1223.
  3. Momentary contact switches shall be single-pole, double-throw equivalent to Hubbell #1557.
  4. Duplex grounding type receptacles shall be 20 Ampere Hubbell #5362.
  5. Ground fault type receptacles shall be Hubbell #GF5362 feed-through receptacles.
  6. Occupancy sensor switches shall be Sensor Switch #WSD-PDT motion and sound dual technology line voltage wallbox type rated to control up to 600 Watts at 277 VAC. Units shall have adjustable light level and off-time.
- B. Provide wall plates equal to building standard on all switches and receptacles. When no standard exists provide specification grade stainless steel (Type 302).
- C. Where there are multiple devices in one location, devices shall be ganged under one cover plate. All wall switches shall be flush mounted, where applicable.
  1. Receptacles shall be mounted 18 inches above finished floor with U ground up unless otherwise indicated.
  2. Wall switches shall be mounted 48 inches above finished floor, on strike side of door, unless otherwise indicated.

2.5 LIGHTING FIXTURES

- A. The Contractor shall furnish and install all lighting equipment as shown on the drawings and specified on drawings complete with lamps ready for operation.
- B. All existing lighting fixtures to remain in the construction area shall be re-lamped with new lamps to match building standard for type and color and clean all reflecting surfaces, diffusers and louvers.
- C. All lamps for fluorescent fixtures shall be T-8 type, 3500 degree K color unless otherwise indicated. Lamps shall be Philips, General Electric or Osram/Sylvania.
- D. Existing fixtures in the space shall be reused where noted on the Drawings. The fixtures shall be disconnected, removed and stored by the Contractor and then be cleaned and relamped prior to reinstallation. The Contractor shall document, in writing, any damage noted on the fixtures prior to removing them and submit a copy to the General Contractor and the Engineer. The Contractor shall be held responsible for damage caused by work under this project.
- E. Fixtures not noted as being reused will be turned over to the Building Owner, or disposed of per the Owner's direction during construction.

F. Installation of lighting fixtures:

- 1. Fixtures shall be securely attached to the building structure by mechanical means and by safety wire. Provide box-mounted studs and additional structural supports as required. Provide four safety wires per fixture. Each safety wire shall be capable of supporting four times the weight of the fixture. Safety wire shall be adjusted to be in slack tension.

2.6 COMMUNICATIONS

- A. The contractor shall furnish and install all communications devices and wiring shown on drawings and specified herein.
- B. Final connections to Owner's communications networks shall be provided by Owner's Telecommunications staff.
- C. Voice cable shall be Category 3, 8/C, plenum rated, fluorescent white jacket, Anixter #CMP-00420SAP-301 or equal.
- D. Data cable shall be Category 6, 8/C, plenum rated, fluorescent white jacket, Anixter #CMP-00420LAN-604 or equal.
- E. Each outlet's configuration shall be as follows:

- 1. One double, data jacket module, Category 5 Anixter certified Level 6, 45" exit data; Ortronics Series II, T568B, with Ortronics #OR-40325100 (green) data icon for each data jack and two double voice jack modules. Category 5, 180X exit voice jack; Ortronics Series II, T568B with Ortronics #OR-40324200 (yellow) phone icon for each voice jack.
- 2. Acceptable manufactures shall be Ortronics or Anixter.

- F. All voice and data cables shall utilize a support structure to include use J-Hooks in all major corridor areas where concealed, otherwise install in raceway. If cable trays are not used, supports should be anchored every 4-6 feet via threaded rods or Beam clamps. Penetrations through fire walls must include the appropriate size sleeve and be fire stopped. Low voltage cables shall not be tie-wrapped or secured to other electrical mediums, conduit or pipes and shall maintain separation from other systems.

2.7 FIRE ALARM

- A. Fire alarm notification and initiation components shall be compatible with existing building systems. Provide additional amplifiers, etc. required to power additional devices required to comply with A.D.A. All devices and mounting heights shall conform to currently A.D.A. standards. Strobe units shall be Xenon strobe type and shall be synchronized.
- B. Contractor is responsible to verify existing fire alarm capacity for new devices and provide any appurtenances required to handle additional devices.
- C. contractor shall provide all system programming and testing in accordance with NFPA 72 and AHJ.

2.8 SEISMIC RESTRAINT

- A. Provide seismic bracing and restraint on wiring systems where conduit or cable tray is supported by hangers longer than 12" measured from bottom of supporting structure to top of conduit or cable tray.
- B. Restraints shall be as follows:
  1. Light fixtures; fixtures shall be securely attached to the building structure by mechanical means and by safety wire. Provide box-mounted studs and additional structural supports as required. Provide two safety wires per fixture. Each safety wire shall be capable of supporting four times the weight of the fixture. Safety wire shall be adjusted to be in slack tension.
  2. Panelboards; Mason Industries Type PB.
  3. Conduits, 2 1/2" and larger; Mason Industries Type SCB/SSB, conduit racks/cable tray; Mason Industries Type SCB/SSB.
  4. Certified seismic anchor bolt: M.I. Type SAB.
  5. Certified seismic anchor stud: M.I. Type SAB.
  6. Bolt isolation washer bushing: M.I. Type HG.
  7. Seismic cable brace anchor and assembly: M.I. Type SLB.
  8. Seismic cable brace hook anchor assembly: M.I. Type SCBH.
  9. Seismic solid brace swivel anchor assembly: M.I. Type SSB.

2.9 CIRCUIT BREAKERS

- A. All new circuit breakers shall match existing in style, manufacturer and interrupting rating for panel in which they are being installed, unless noted otherwise.

PART 3 - EXECUTION

3.1 LOAD BALANCE

- A. The Contractor shall balance the loads on the three phases in the electrical panelboard in which he does work insofar as physically possible, and report each panel loading to the Engineer.

3.2 GENERAL WIRING TESTS

- A. At the time of final inspection and test, all wiring and connections throughout the renovation areas must be completed, devices and equipment properly operated, lighting fixtures installed, and power and lighting circuit and control wiring clearly identified with approved tags ready for acceptance. Each system shall test free from short circuit and grounds.
- B. Insulation resistance for low voltage cables and wiring shall be performed at 1000 Volt D.C. for one-half (1/2) minute. When insulation resistance must be determined, switchboards, panelboards, fuse holders, switches and overcurrent devices shall be in place, and the insulation resistance when tested at 500 Volts D.C. shall be no less than 100,000 ohms for #14 and #12 wire and 250,000 ohms for #10 wire and larger.

3.3 OPERATIONAL TESTS

- A. Each piece of electrical equipment, including lighting fixtures, shall be operated continuously for minimum test period of one hour.
- B. Demonstrate by operating equipment that circuits and devices are in good operating condition. Each item of control equipment shall be operated minimum of five times. Demonstration shall be performed after wiring tests.

3.4 FIRE ALARM SYSTEM INSTALLATION AND TESTING

- A. Fire alarm wiring shall be run in EMT; devices shall be securely affixed to building surfaces.
- B. Junction boxes, pull boxes, outlet boxes and covers in the fire alarm raceway system shall be painted red.
- C. Test every device and operation, including test by simulation of trouble, in presence of the Owner and the Architect. Notify the Owner, the Architect and interested parties of test 72 hours in advance.
- D. The system as described shall be installed, tested and delivered to the Owner in fully operational and first-class condition. The system shall include all required hardware, raceways interconnecting wiring and software to accomplish the requirements of this Contract. The fire alarm equipment supplier will have had ten (10) years previous experience with facility operations and requirements.

3.5 LABELING

- A. Label all new disconnects and panelboards, in a manner acceptable to the Architect. Provide updated panel schedules in all panelboards within the scope of work.
- B. All manufacturer's nameplates shall be kept clean and free of paint.
- C. Data/communications wiring done under this Contract shall be recorded on cable management drawings. Each outlet shall be assigned a number which shall be keyed to its punchdown location.

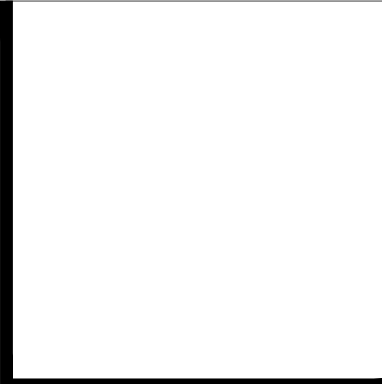
END OF SECTION

DATE: 12.21.2016  
 DRAWN BY: GNR  
 SCALE: 1/8"=1'-0"  
 REVIEWED BY: BAO  
 PROJECT NO. 2016-051A

NO.	DATE	DESCRIPTION

ELECTRICAL SPECIFICATION

RENOVATIONS  
 CROSBY HIGH SCHOOL  
 MAIN OFFICE  
 300 PIERPOINT ROAD  
 WATERBURY, CT 06705

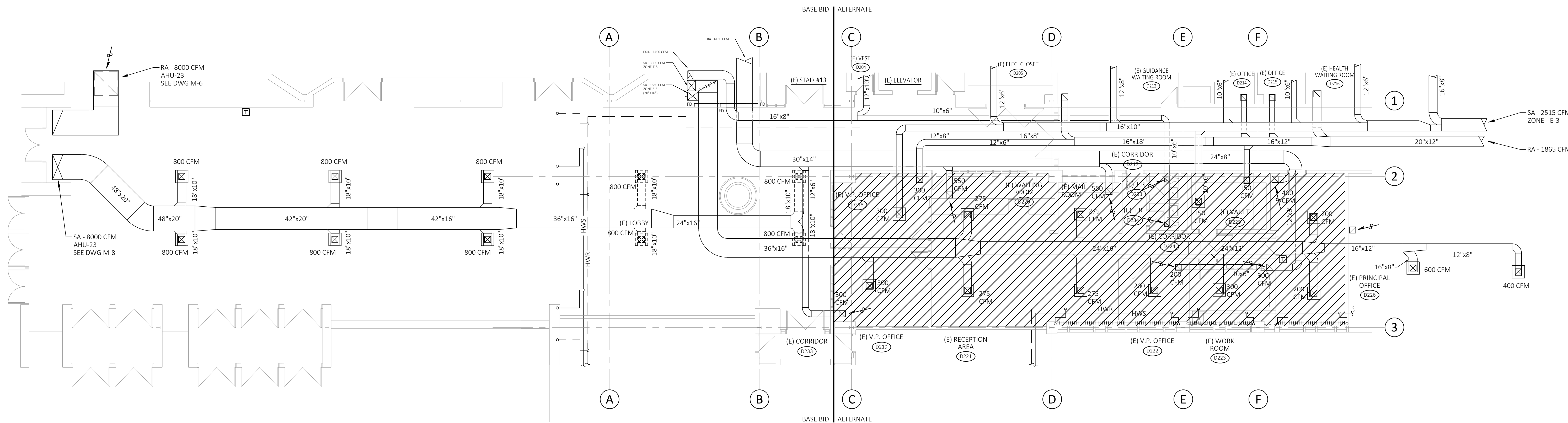


ENGINEERS SEAL

FRIAR II  
 281 Farmington Avenue  
 Farmington, CT 06032

SHEET NO.  
**E3.1**

PLOT DATE: Feb 17, 2017 - 10:35am, jmarenzona



**MECHANICAL DEMOLITION FLOOR PLAN - BASE BID**

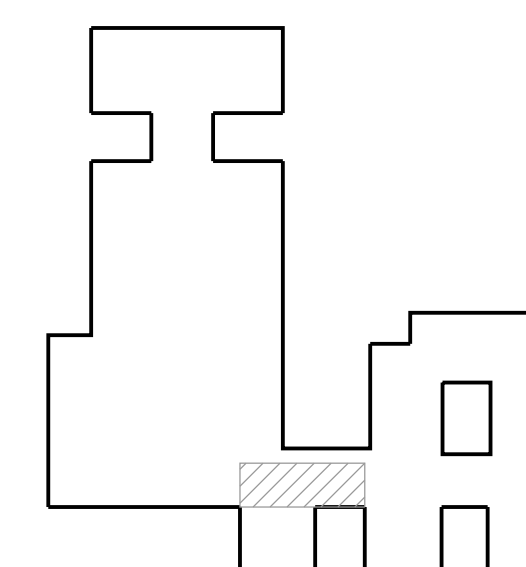
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**MECHANICAL LEGEND**

- CONNECT TO EXISTING
- DIFFUSER-SUPPLY
- GRILLE-RETURN
- GRILLE-EXHAUST
- DIFFUSER/GRILLE CALLOUT
- RETURN AIR FLOW
- (VD) VOLUME DAMPER
- BALL VALVE

**MECHANICAL NOTES**

1. THE CONTRACTOR FOR THIS DIVISION OF WORK IS REQUIRED TO READ THE SPECIFICATIONS AND REVIEW DRAWINGS FOR ALL DIVISIONS OF WORK AND IS RESPONSIBLE FOR THE COORDINATION OF THIS WORK AND THE WORK OF ALL HIS/HER SUBCONTRACTORS WITH A COMPLETE SET OF BID DOCUMENTS.
2. THE CONTRACTOR SHALL PROVIDE ALL MATERIALS, EQUIPMENT, AND LABOR REQUIRED TO INSTALL A COMPLETE SYSTEM AS INDICATED ON THE DRAWINGS, AS SPECIFIED, AND AS REQUIRED BY STATE AND LOCAL BUILDING CODES.
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7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FINAL CONNECTIONS TO THE BASE BUILDING SYSTEM AS APPLICABLE. COORDINATE ALL SYSTEMS IN FIELD.
8. NO FIBERGLASS DUCTBOARD ALLOWED.
9. COORDINATE DIFFUSER AND GRILLE LOCATIONS WITH ARCHITECTURAL CEILING PLAN, LIGHTING, AND FIRE PROTECTION PLANS.
10. CONTRACTOR SHALL CLEAN AND SERVICE ANY REMAINING EXISTING DUCTWORK AND FINNED TUBE RADIATION TO ASSURE PROPER WORKING ORDER.
11. CONTRACTOR SHALL REBALANCE ALL DUCTWORK WITH CFMS AS INDICATED ON NEW PLAN.
12. REMOVE ALL EXISTING DIFFUSERS AND GRILLES, CLEAN AND REPAINT.



KEY PLAN

DATE:	12.21.2016
DRAWN BY:	GMR
SCALE:	1/8"=1'-0"
REVIEWED BY:	REJ
PROJECT NO.	2016-051A

NO.	DATE	DESCRIPTION

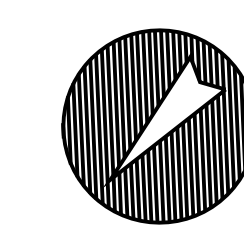
**BASE BID MECHANICAL  
DEMOLITION FLOOR PLANS**

**RENOVATIONS  
CROSBY HIGH SCHOOL  
MAIN OFFICE**  
300 PIERPOINT ROAD  
WATERBURY, CT 06705

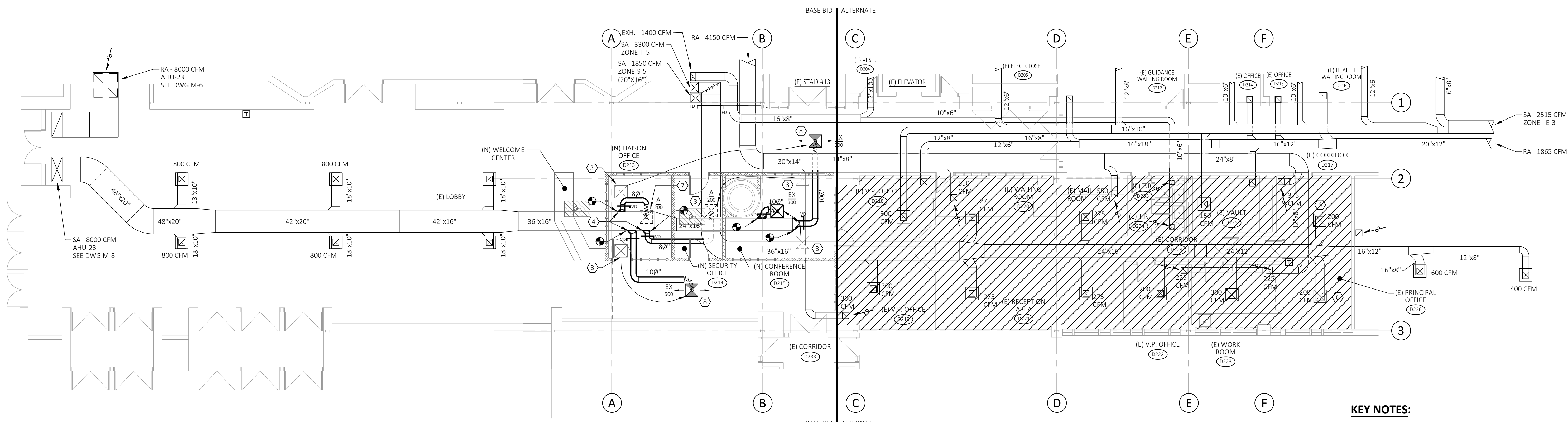
ENGINEERS SEAL

**FRIAR II**  
281 Farmington Avenue  
Farmington, CT 06032

SHEET NO.  
**M1.1B**



PLOT DATE: Feb 17, 2017 - 10:36am, jmarenzona

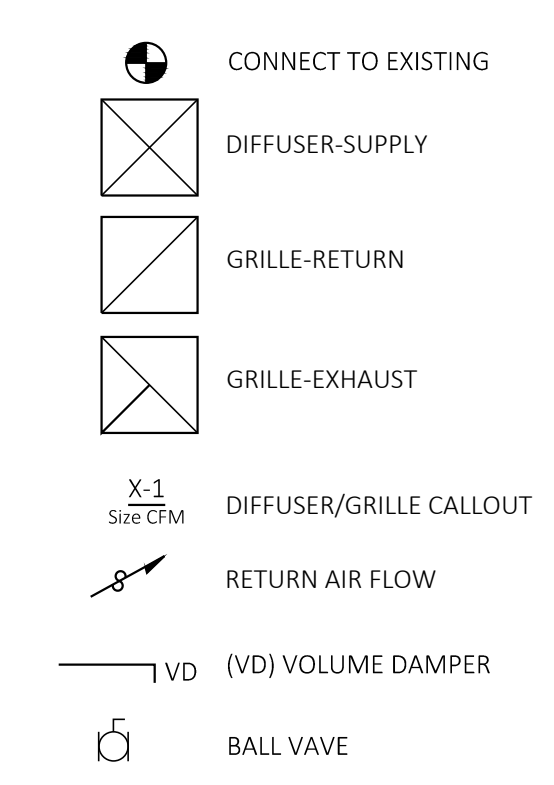


**MECHANICAL NEW DUCTWORK FLOOR PLAN - BASE BID**

SCALE: 1/8"=1'-0"

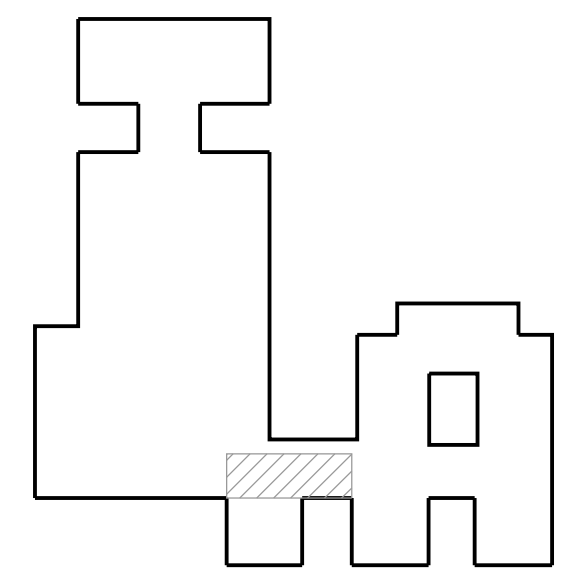
- KEY NOTES:**
- ① - EXTEND EXISTING DUCT BRANCH AS SHOWN, MATCH EXISTING SIZE.
  - ② - NEW RETURN AIR DUCT BRANCH & NEW DIFFUSER.
  - ③ - RELOCATE EXISTING DIFFUSER.
  - ④ - NEW SUPPLY AIR DUCT BRANCH & NEW DIFFUSER.
  - ⑤ - EXISTING TEMP. SENSOR SHALL REMAIN.
  - ⑥ - EXISTING DUCT BRANCH MAIN.
  - ⑦ - NEW DIFFUSER. (TITUS OMNI, 24"x24", WHITE)
  - ⑧ - ADD 2-WAY SECTORIZING BAFFLE TO EXISTING DIFFUSER.

**MECHANICAL LEGEND**



**MECHANICAL NOTES**

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KEY PLAN

DATE:	12.21.2016
DRAWN BY:	GMR
SCALE:	1/8"=1'-0"
REVIEWED BY:	REJ
PROJECT NO.:	2016-051A

NO.	DATE	DESCRIPTION

**BASE BID MECHANICAL**

**NEW WORK FLOOR PLANS**

RENOVATIONS

**CROSBY HIGH SCHOOL**

**MAIN OFFICE**

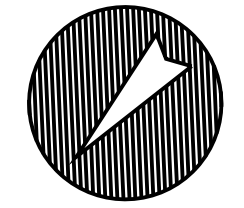
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WATERBURY, CT 06705

ENGINEERS SEAL

**FRIAR II**

281 Farmington Avenue  
Farmington, CT 06032

SHEET NO.  
**M1.2B**



NO.	DATE	DESCRIPTION

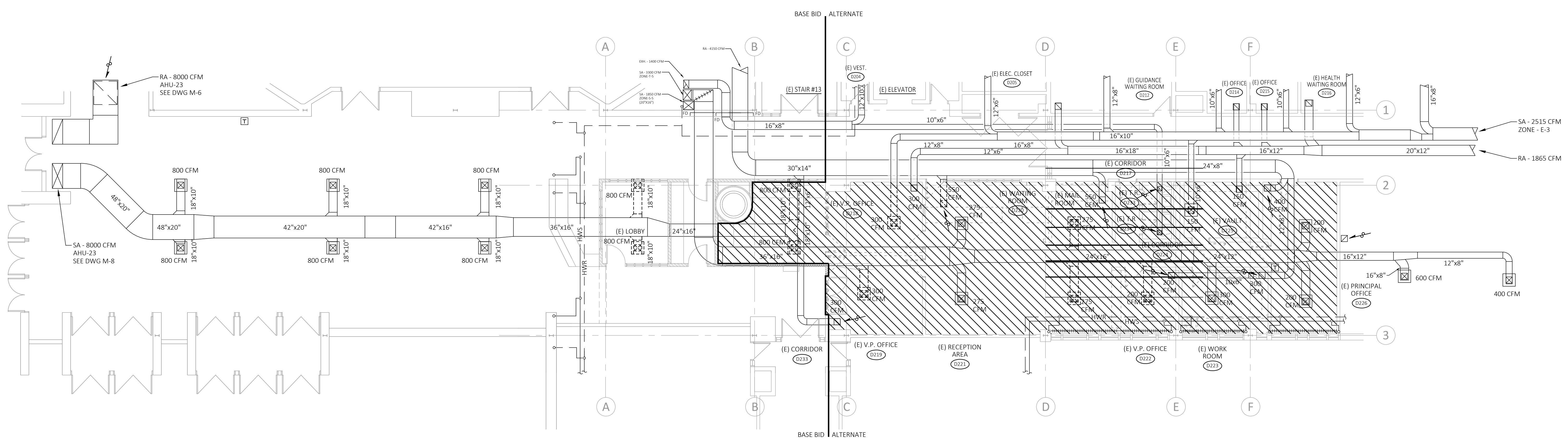
**ALT. MECHANICAL/PLUMBING  
 DEMOLITION FLOOR PLANS**

**RENOVATIONS  
 CROSBY HIGH SCHOOL  
 MAIN OFFICE  
 300 PIERPOINT ROAD  
 WATERBURY, CT 06705**

ENGINEERS SEAL

**FRIAR II**  
 281 Farmington Avenue  
 Farmington, CT 06032

SHEET NO.  
**M1.1A**



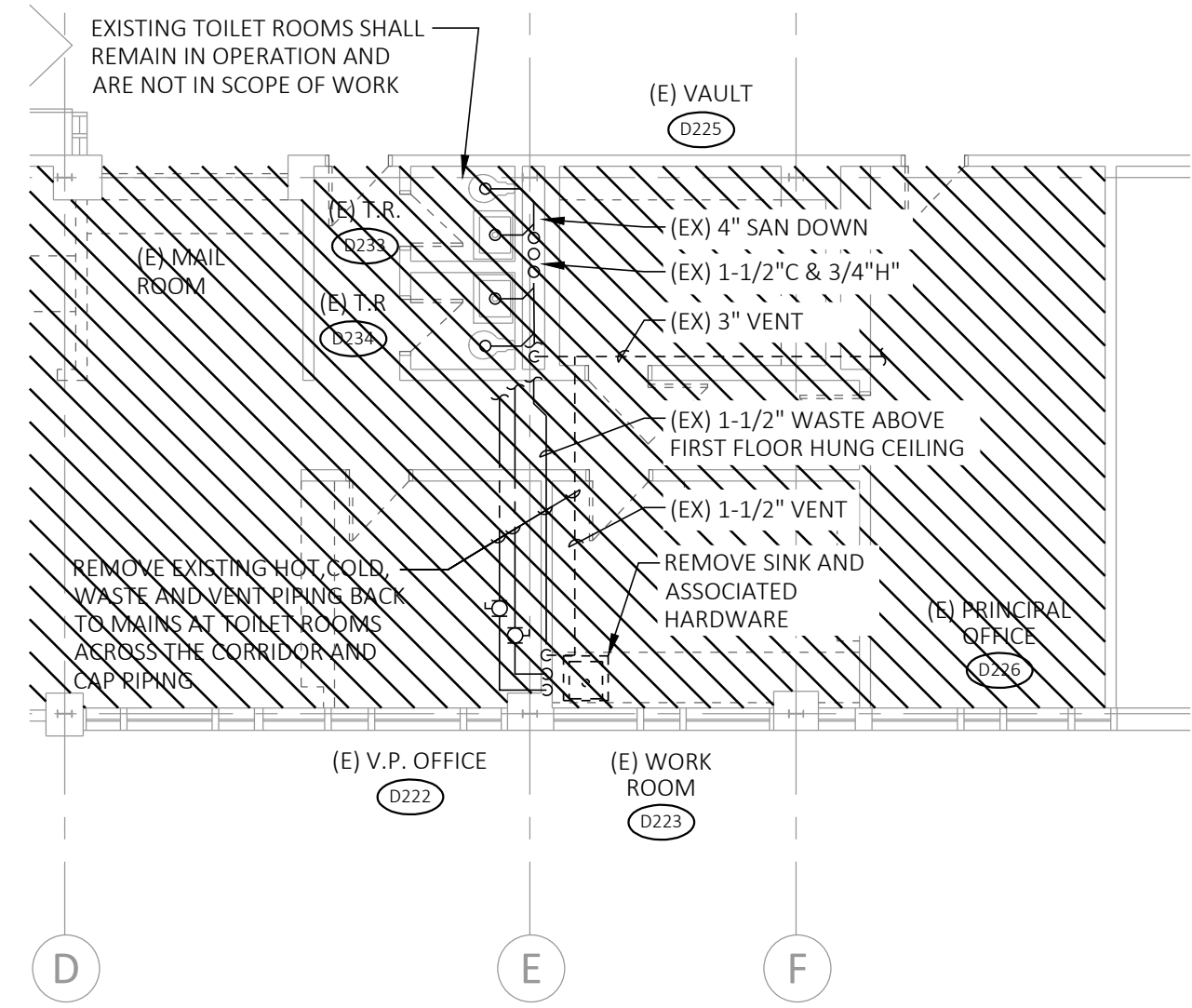
**MECHANICAL DEMOLITION FLOOR PLAN - ALTERNATE**  
 SCALE: 1/8"=1'-0"

**MECHANICAL LEGEND**

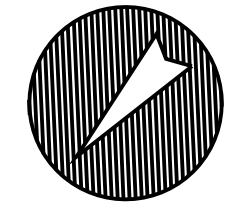
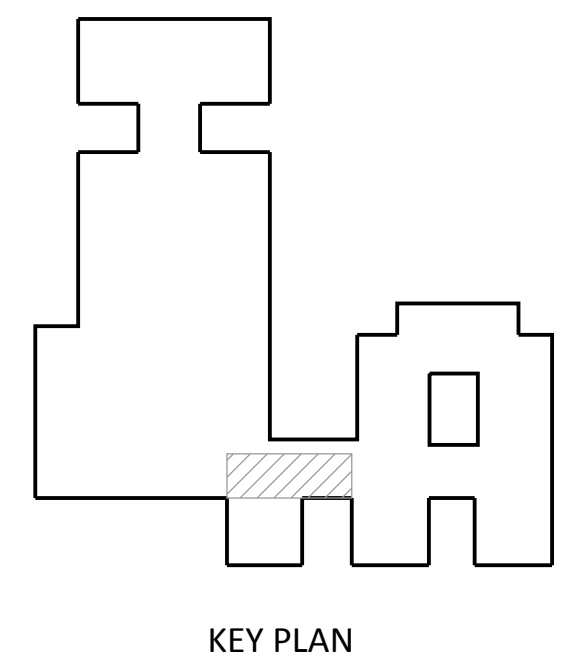
- CONNECT TO EXISTING
- DIFFUSER-SUPPLY
- GRILLE-RETURN
- GRILLE-EXHAUST
- X-1  
500 CFM  
DIFFUSER/GRILLE CALLOUT
- RETURN AIR FLOW
- VD (VD) VOLUME DAMPER
- BALL VALVE

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12. REMOVE ALL EXISTING DIFFUSERS AND GRILLES. CLEAN AND REPAINT.



**PLUMBING DEMOLITION FLOOR PLAN - ALTERNATE**  
 SCALE: 1/8"=1'-0"





PLOT DATE: Feb 17, 2017 - 10:35am. jmarrenzom

DATE: 12.21.2016  
DRAWN BY: GNR  
SCALE: 1/8"=1'-0"  
REVIEWED BY: REJ  
PROJECT NO. 2016-051A

NO.	DATE	DESCRIPTION

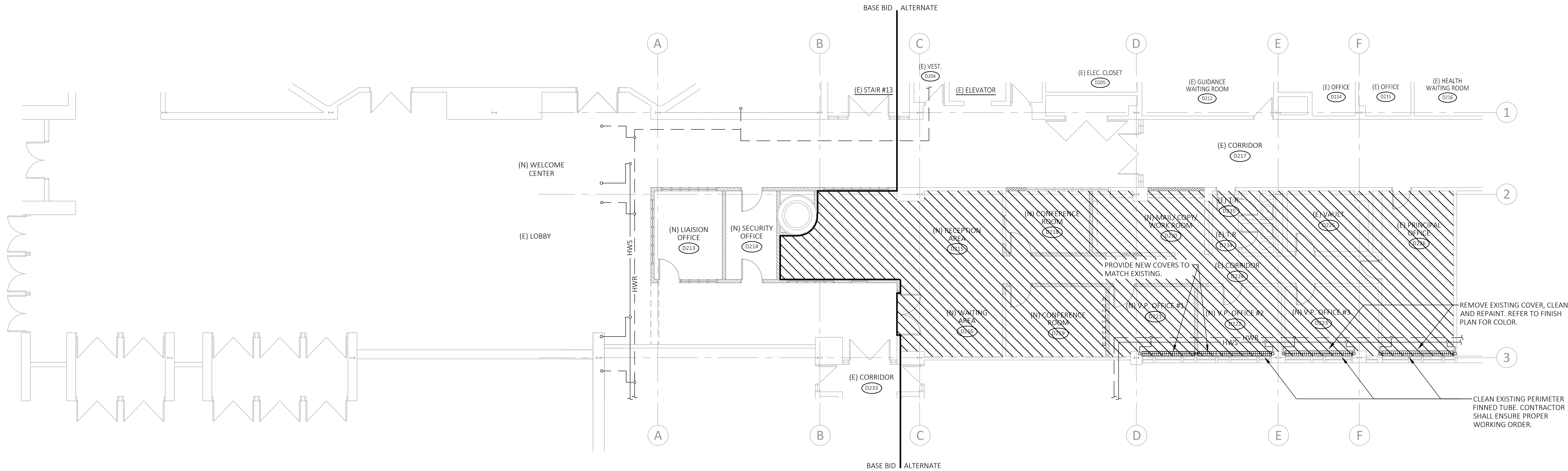
**ALTERNATE MECHANICAL  
NEW WORK FLOOR PLANS**

RENOVATIONS  
**CROSBY HIGH SCHOOL  
MAIN OFFICE**  
300 PIERPOINT ROAD  
WATERBURY, CT 06705

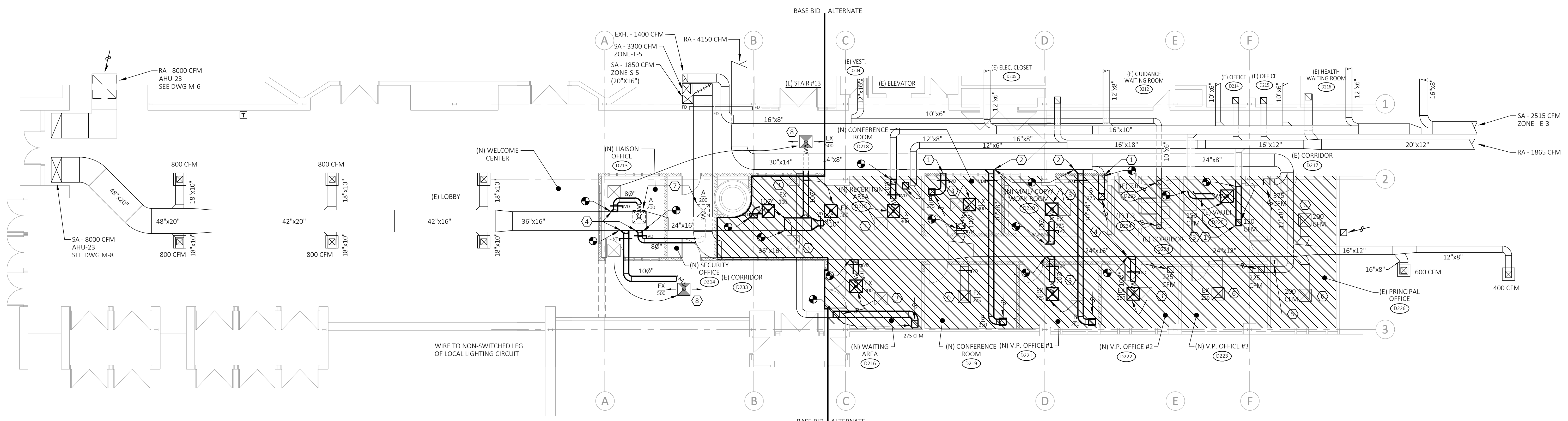
ENGINEERS SEAL

FRIAR II  
281 Farmington Avenue  
Farmington, CT 06032

SHEET NO.  
**M1.2A**

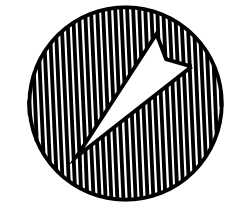
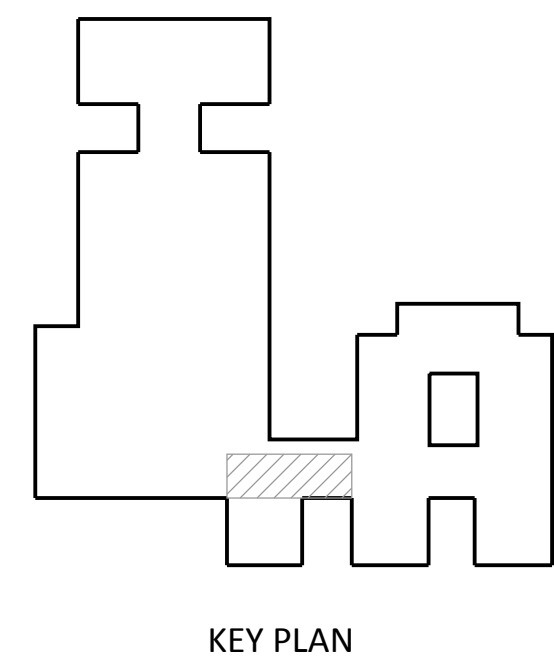


**MECHANICAL NEW PIPING FLOOR PLAN - ALTERNATE**  
SCALE: 1/8"=1'-0"



**MECHANICAL NEW DUCTWORK FLOOR PLAN - ALTERNATE**  
SCALE: 1/8"=1'-0"

- KEY NOTES:**
- 1 - EXTEND EXISTING DUCT BRANCH AS SHOWN, MATCH EXISTING SIZE.
  - 2 - NEW RETURN AIR DUCT BRANCH & NEW DIFFUSER.
  - 3 - RELOCATE EXISTING DIFFUSER.
  - 4 - NEW SUPPLY AIR DUCT BRANCH & NEW DIFFUSER.
  - 5 - EXISTING TEMP. SENSOR SHALL REMAIN.
  - 6 - EXISTING DUCT BRANCH MAIN.
  - 7 - NEW DIFFUSER.
  - 8 - ADD 2-WAY SECTORIZING BAFFLE TO EXISTING DIFFUSER.



SECTION 230130.51 - HVAC AIR-DISTRIBUTION SYSTEM CLEANING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes cleaning HVAC air-distribution equipment, ducts, plenums, and system components.

1.3 DEFINITIONS

- A. ASCS: Air systems cleaning specialist.
B. NADCA: National Air Duct Cleaners Association.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine HVAC air-distribution equipment, ducts, plenums, and system components to determine appropriate methods, tools, and equipment required for performance of the Work.
B. Perform "Project Evaluation and Recommendation" according to NADCA ACR 2006.
C. Prepare written report listing conditions detrimental to performance of the Work.
D. Proceed with work only after unsatisfactory conditions have been corrected.

3.2 CLEANING

- A. Comply with NADCA ACR 2006.
B. Remove visible surface contaminants and deposits from within the HVAC system.
C. Systems and Components to Be Cleaned:
1. Air devices for supply and return air.
2. Ductwork:
a. Supply-air ducts, including turning vanes, to the air-handling unit.
b. Return-air ducts to the air-handling unit.
c. Exhaust-air ducts.
D. Collect debris removed during cleaning. Ensure that debris is not dispersed outside the HVAC system during the cleaning process.

E. Particulate Collection:

- 1. For particulate collection equipment, include adequate filtration to contain debris removed. Locate equipment downwind and away from all air intakes and other points of entry into the building.

F. Control odors and mist vapors during the cleaning and restoration process.

- G. Mark the position of manual volume dampers and air-directional mechanical devices inside the system prior to cleaning. Restore them to their marked position on completion of cleaning.

- H. System components shall be cleaned so that all HVAC system components are visibly clean. On completion, all components must be returned to those settings recorded just prior to cleaning operations.

I. Clean all air-distribution devices, registers, grilles, and diffusers.

- J. Clean visible surface contamination deposits according to NADCA ACR 2006 and the following:

- 1. Clean air-handling units, airstream surfaces, components, condensate collectors, and drains.
2. Ensure that a suitable operative drainage system is in place prior to beginning wash-down procedures.
3. Clean evaporator coils, reheat coils, and other airstream components.

K. Duct Systems:

- 1. Create service openings in the HVAC system as necessary to accommodate cleaning.
2. Mechanically clean duct systems specified to remove all visible contaminants so that the systems are capable of passing the HVAC System Cleanliness Tests (see NADCA ACR 2006).

- L. Debris removed from the HVAC system shall be disposed of according to applicable Federal, state, and local requirements.

M. Mechanical Cleaning Methodology:

- 1. Source-Removal Cleaning Methods: The HVAC system shall be cleaned using source-removal mechanical cleaning methods designed to extract contaminants from within the HVAC system and to safely remove these contaminants from the facility. No cleaning method, or combination of methods, shall be used that could potentially damage components of the HVAC system or negatively alter the integrity of the system.
a. Use continuously operating vacuum-collection devices to keep each section being cleaned under negative pressure.
b. Cleaning methods that require mechanical agitation devices to dislodge debris that is adhered to interior surfaces of HVAC system components shall be equipped to safely remove these devices. Cleaning methods shall not damage the integrity of HVAC system components or damage porous surface materials such as duct and plenum liners.

3.3 RESTORATION

- A. Restore and repair HVAC air-distribution equipment, ducts, plenums, and components according to NADCA ACR 2006, "Restoration and Repair of Mechanical Systems" Section.
B. Replace damaged insulation according to Section 230713 "Duct Insulation."
C. Ensure that closures do not hinder or alter airflow.
D. New closure materials, including insulation, shall match opened materials and shall have removable closure panels fitted with gaskets and fasteners.

END OF SECTION 230130.51

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TESTING, ADJUSTING, AND BALANCING FOR HVAC230593

SECTION 230593 - TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
1. Balancing Air Systems:

- a. Dual-duct systems.

1.3 DEFINITIONS

- A. AABC: Associated Air Balance Council.
B. NEBB: National Environmental Balancing Bureau.
C. TAB: Testing, adjusting, and balancing.
D. TABB: Testing, Adjusting, and Balancing Bureau.
E. TAB Specialist: An entity engaged to perform TAB Work.

1.4 INFORMATIONAL SUBMITTALS

- A. Certified TAB reports.

1.5 QUALITY ASSURANCE

- A. TAB Contractor Qualifications: Engage a TAB entity certified by AABC, NEBB, or TABB.
1. TAB Field Supervisor: Employee of the TAB contractor and certified by AABC, NEBB, or TABB.
2. TAB Technician: Employee of the TAB contractor and who is certified by AABC, NEBB, or TABB as a TAB technician.
B. Certify TAB field data reports and perform the following:
1. Review field data reports to validate accuracy of data and to prepare certified TAB reports.
2. Certify that the TAB team complied with the approved TAB plan and the procedures specified and referenced in this Specification.

- C. TAB Report Forms: Use standard TAB contractor's forms approved by Architect.

- D. Instrumentation Type, Quantity, Accuracy, and Calibration: As described in ASHRAE 111, Section 5, "Instrumentation."

1.6 PROJECT CONDITIONS

- A. Full Owner Occupancy: Owner will occupy the site and existing building during entire TAB period. Cooperate with Owner during TAB operations to minimize conflicts with Owner's operations.
B. Partial Owner Occupancy: Owner may occupy completed areas of building before Substantial Completion. Cooperate with Owner during TAB operations to minimize conflicts with Owner's operations.

1.7 COORDINATION

- A. Notice: Provide seven days' advance notice for each test. Include scheduled test dates and times.
B. Perform TAB after leakage and pressure tests on air distribution systems have been satisfactorily completed.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine the Contract Documents to become familiar with Project requirements and to discover conditions in systems' designs that may preclude proper TAB of systems and equipment.

- B. Examine systems for installed balancing devices, such as test ports, gage cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers. Verify that locations of these balancing devices are accessible.

- C. Examine the approved submittals for HVAC systems and equipment.

- D. Examine design data including HVAC system descriptions, statements of design assumptions for environmental conditions and systems' output, and statements of philosophies and assumptions about HVAC system and equipment controls.

- E. Examine ceiling plenums and underfloor air plenums used for supply, return, or relief air to verify that they meet the leakage class of connected ducts as specified in Section 233113 "Metal Ducts" and are properly separated from adjacent areas. Verify that penetrations in plenum walls are sealed and fire-stopped if required.

- F. Examine system and equipment installations and verify that field quality-control testing, cleaning, and adjusting specified in individual Sections have been performed.

- G. Examine test reports specified in individual system and equipment Sections.

- H. Report deficiencies discovered before and during performance of TAB procedures. Observe and record system reactions to changes in conditions. Record default set points if different from indicated values.

3.2 GENERAL PROCEDURES FOR TESTING AND BALANCING

- A. Perform testing and balancing procedures on each system according to the procedures contained in AABC's "National Standards for Total System Balance" and in this Section.

- B. Cut insulation, ducts, pipes, and equipment cabinets for installation of test probes to the minimum extent necessary for TAB procedures.

- 1. After testing and balancing, patch probe holes in ducts with same material and thickness as used to construct ducts.
2. After testing and balancing, install test ports and duct access doors that comply with requirements in Section 233300 "Air Duct Accessories."
3. Install and join new insulation that matches removed materials. Restore insulation, coverings, vapor barrier, and finish according to Section 230713 "Duct Insulation," Section 230716 "HVAC Equipment Insulation," and Section 230719 "HVAC Piping Insulation."

- C. Mark equipment and balancing devices, including damper-control positions, valve position indicators, fan-speed-control levers, and similar controls and devices, with paint or other suitable, permanent identification material to show final settings.

- D. Take and report testing and balancing measurements in inch-pound (IP) units.

3.3 GENERAL PROCEDURES FOR BALANCING AIR SYSTEMS

- A. Prepare test reports for both fans and outlets. Obtain manufacturer's outlet factors and recommended testing procedures. Crosscheck the summation of required outlet volumes with required fan volumes.

- B. Prepare schematic diagrams of systems' "as-built" duct layouts.

- C. For variable-air-volume systems, develop a plan to simulate diversity.

- D. Determine the best locations in main and branch ducts for accurate duct-airflow measurements.

- E. Check airflow patterns from the outdoor-air louvers and dampers and the return- and exhaust-air dampers through the supply-fan discharge and mixing dampers.

- F. Locate start-stop and disconnect switches, electrical interlocks, and motor starters.

- G. Verify that motor starters are equipped with properly sized thermal protection.

- H. Check dampers for proper position to achieve desired airflow path.

- I. Check for airflow blockages.

- J. Check condensate drains for proper connections and functioning.

- K. Check for proper sealing of air-handling-unit components.

- L. Verify that air duct system is sealed as specified in Section 233113 "Metal Ducts."

3.4 PROCEDURES FOR DUAL-DUCT SYSTEMS

- A. Verify that the cooling coil is capable of full-system airflow, and set mixing boxes at full-cold airflow position for fan volume.

- B. Measure static pressure in both hot and cold ducts at the end of the longest duct run to determine that sufficient static pressure exists to operate controls of mixing boxes and to overcome resistance in the ducts and outlets downstream from mixing boxes.

- 1. If insufficient static pressure exists, increase airflow at the fan.

C. Test and adjust the constant-volume mixing boxes as follows:

- 1. Verify both hot and cold operations by adjusting the thermostat and observing changes in air temperature and volume.
2. Verify sufficient inlet static pressure before making volume adjustments.
3. Adjust mixing boxes to indicated airflows within specified tolerances. Measure airflow by Pitot-tube traverse readings or by measuring static pressure at mixing-box taps if provided by mixing-box manufacturer.

- D. Do not overpressurize ducts.

- E. Remeasure static pressure in both hot and cold ducts at the end of the longest duct run to determine that sufficient static pressure exists to operate controls of mixing boxes and to overcome resistance in the ducts and outlets downstream from mixing boxes.

- F. Adjust variable-air-volume, dual-duct systems in the same way as constant-volume, dual-duct systems; adjust maximum- and minimum-airflow setting of each mixing box.

- G. Before performing testing and balancing of existing systems, inspect existing equipment that is to remain and be reused to verify that existing equipment has been cleaned and refurbished. Verify the following:

- 1. New filters are installed.
2. Coils are clean and fins combed.
3. Drain pans are clean.
4. Fans are clean.
5. Bearings and other parts are properly lubricated.
6. Deficiencies noted in the preconstruction report are corrected.

- H. Perform testing and balancing of existing systems to the extent that existing systems are affected by the renovation work.

- 1. Compare the indicated airflow of the renovated work to the measured fan airflows, and determine the new fan speed and the face velocity of filters and coils.
2. Verify that the indicated airflows of the renovated work result in filter and coil face velocities and fan speeds that are within the acceptable limits defined by equipment manufacturer.
3. If calculations increase or decrease the air flow rates and water flow rates by more than 5 percent, make equipment adjustments to achieve the calculated rates. If increase or decrease is 5 percent or less, equipment adjustments are not required.
4. Balance each air outlet.

3.5 TOLERANCES

- A. Set HVAC system's air flow rates and water flow rates within the following tolerances:

- 1. Supply, Return, and Exhaust Fans and Equipment with Fans: Plus or minus 10 percent.
2. Air Outlets and Inlets: Plus or minus 10 percent.

3.6 REPORTING

- A. Initial Construction-Phase Report: Based on examination of the Contract Documents as specified in "Examination" Article, prepare a report on the adequacy of design for systems' balancing devices. Recommend changes and additions to systems' balancing devices to facilitate proper performance measuring and balancing. Recommend changes and additions to HVAC systems and general construction to allow access for performance measuring and balancing devices.

3.7 FINAL REPORT

- A. General: Prepare a certified written report; tabulate and divide the report into separate sections for tested systems and balanced systems.

- 1. Include a certification sheet at the front of the report's binder, signed and sealed by the certified testing and balancing engineer.

- 2. Include a list of instruments used for procedures, along with proof of calibration.

- B. Final Report Contents: In addition to certified field-report data, include the following:

- 1. Fan curves.
2. Manufacturers' test data.
3. Field test reports prepared by system and equipment installers.
4. Other information relative to equipment performance; do not include Shop Drawings and product data.
C. General Report Data: In addition to form titles and entries, include the following data:
1. Title page.
2. Name and address of the TAB contractor.
3. Project name.
4. Project location.
5. Architect's name and address.
6. Engineer's name and address.
7. Contractor's name and address.
8. Report date.
9. Signature of TAB supervisor who certifies the report.
10. Table of Contents with the total number of pages defined for each section of the report. Number each page in the report.
11. Summary of contents including the following:
a. Indicated versus final performance.
b. Notable characteristics of systems.
c. Description of system operation sequence if it varies from the Contract Documents.

- 12. Nomenclature sheets for each item of equipment.

- 13. Data for terminal units, including manufacturer's name, type, size, and fittings.

- 14. Notes to explain why certain final data in the body of reports vary from indicated values.

- 15. Test conditions for fans and pump performance forms including the following:

- a. Settings for outdoor-, return-, and exhaust-air dampers.
b. Conditions of filters.
c. Cooling coil, wet- and dry-bulb conditions.
d. Face and bypass damper settings at coils.
e. Fan drive settings including settings and percentage of maximum pitch diameter.
f. Inlet vane settings for variable-air-volume systems.
g. Settings for supply-air, static-pressure controller.
h. Other system operating conditions that affect performance.

D. Air-Terminal-Device Reports:

- 1. Unit Data:
a. System and air-handling unit identification.
b. Location and zone.
c. Apparatus used for test.

- d. Area served.

- e. Make.
f. Number from system diagram.
g. Type and model number.
h. Size.

- i. Effective area in sq. ft. (sq. m).

2. Test Data (Indicated and Actual Values):

- a. Air flow rate in cfm (L/s).
b. Air velocity in fpm (m/s).
c. Preliminary air flow rate as needed in cfm (L/s).
d. Preliminary velocity as needed in fpm (m/s).
e. Final air flow rate in cfm (L/s).
f. Final velocity in fpm (m/s).
g. Space temperature in deg F (deg C).

3.8 INSPECTIONS

A. Initial Inspection:

- 1. After testing and balancing are complete, operate each system and randomly check measurements to verify that the system is operating according to the final test and balance readings documented in the final report.
2. Check the following for each system:
a. Measure airflow of at least 10 percent of air outlets.
b. Measure room temperature at each thermostat/temperature sensor. Compare the reading to the set point.
c. Verify that balancing devices are marked with final balance position.
d. Note deviations from the Contract Documents in the final report.

B. Final Inspection:

- 1. After initial inspection is complete and documentation by random checks verifies that testing and balancing are complete and accurately documented in the final report, request that a final inspection be made by Architect.
2. The TAB contractor's test and balance engineer shall conduct the inspection in the presence of Architect.
3. Architect shall randomly select measurements, documented in the final report, to be rechecked. Rechecking shall be limited to either 10 percent of the total measurements recorded or the extent of measurements that can be accomplished in a normal 8-hour business day.
4. If rechecks yield measurements that differ from the measurements documented in the final report by more than the tolerances allowed, the measurements shall be noted as "FAILED."

- 5. If the number of "FAILED" measurements is greater than 10 percent of the total measurements checked during the final inspection, the testing and balancing shall be considered incomplete and shall be rejected.

- C. TAB Work will be considered defective if it does not pass final inspections. If TAB Work fails, proceed as follows:

- 1. Recheck all measurements and make adjustments. Revise the final report and balancing device settings to include all changes; resubmit the final report and request a second final inspection.
2. If the second final inspection also fails, Owner may contract the services of another TAB contractor to complete TAB Work according to the Contract Documents and deduct the cost of the services from the original TAB contractor's final payment.

D. Prepare test and inspection reports.

3.9 ADDITIONAL TESTS

- A. Within 90 days of completing TAB, perform additional TAB to verify that balanced conditions are being maintained throughout and to correct unusual conditions.

- B. Seasonal Periods: If initial TAB procedures were not performed during near-peak summer and winter conditions, perform additional TAB during near-peak summer and winter conditions.

END OF SECTION 230593

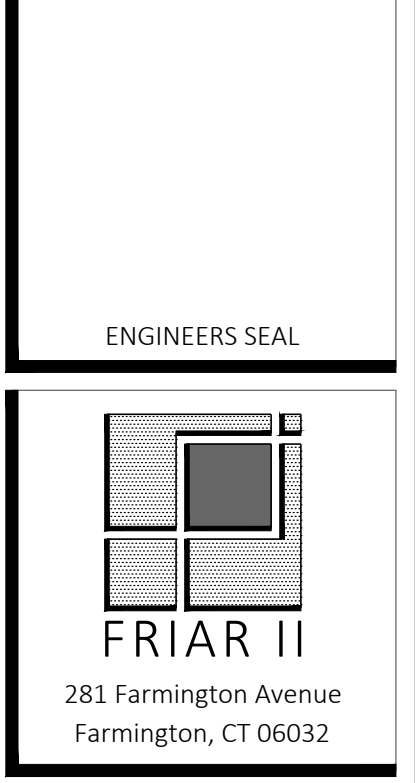
DATE: 12.21.2016
DRAWN BY: GNR
SCALE: 1/8"=1'-0"
REVIEWED BY: REJ
PROJECT NO. 2016-051A

REVISIONS
NO. DATE DESCRIPTION

MECHANICAL SPECIFICATION

RENOVATIONS
CROSBY HIGH SCHOOL
MAIN OFFICE
300 PIERPONT ROAD
WATERBURY, CT 06705

ENGINEERS SEAL



SHEET NO. M2.1

SECTION 230713 - DUCT INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes insulating the following duct services:
  1. Indoor, concealed supply and outdoor air.
- B. Related Sections:

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include thermal conductivity, water-vapor permeance thickness, and jackets (both factory- and field-applied if any).

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Skilled mechanics who have successfully completed an apprenticeship program or another craft training program certified by the Department of Labor, Bureau of Apprenticeship and Training.
- B. Surface-Burning Characteristics: For insulation and related materials, as determined by testing identical products according to ASTM E 84, by a testing agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing agency.
  1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.
  2. Insulation Installed Outdoors: Flame-spread index of 75 or less, and smoke-developed index of 150 or less.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Packaging: Insulation material containers shall be marked by manufacturer with appropriate ASTM standard designation, type and grade, and maximum use temperature.

1.6 COORDINATION

- A. Coordinate sizes and locations of supports, hangers, and insulation shields specified in Section 230529 "Hangers and Supports for HVAC Piping and Equipment."
- B. Coordinate clearance requirements with duct installer for duct insulation application. Before preparing ductwork Shop Drawings, establish and maintain clearance requirements for installation of insulation and field-applied jackets and finishes and for space required for maintenance.
- C. Coordinate installation and testing of heat tracing.

1.7 SCHEDULING

- A. Schedule insulation application after pressure testing systems and, where required, after installing and testing heat tracing. Insulation application may begin on segments that have satisfactory test results.
- B. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

PART 2 - PRODUCTS

2.1 INSULATION MATERIALS

- A. Comply with requirements in "Duct Insulation Schedule, General," "Indoor Duct and Plenum Insulation Schedule," and "Aboveground, Outdoor Duct and Plenum Insulation Schedule" articles for where insulating materials shall be applied.
- B. Products shall not contain asbestos, lead, mercury, or mercury compounds.
- C. Products that come in contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871.
- D. Insulation materials for use on austenitic stainless steel shall be qualified as acceptable according to ASTM C 795.
- E. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.
- F. Mineral-Fiber Blanket Insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 553, Type II and ASTM C 1290, Type I. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.

2.2 ADHESIVES

- A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated unless otherwise indicated.
- B. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.
  1. For indoor applications, adhesive shall have a VOC content of 80 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2.3 MASTICS

- A. Materials shall be compatible with insulation materials, jackets, and substrates; comply with MIL-PRF-19565C, Type II.
  1. For indoor applications, use mastics that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- B. Vapor-Barrier Mastic: Water based; suitable for indoor use on below ambient services.
  1. Water-Vapor Permeance: ASTM E 96/E 96M, Procedure B, 0.013 perm (0.009 metric perm) at 43-mil (1.09-mm) dry film thickness.
  2. Service Temperature Range: Minus 20 to plus 180 deg F (Minus 29 to plus 82 deg C).
  3. Solids Content: ASTM D 1644, 58 percent by volume and 70 percent by weight.
  4. Color: White.

2.4 SECUREMENTS

- A. Bands:
  1. Stainless Steel: ASTM A 167 or ASTM A 240/A 240M, Type 304; 0.015 inch (0.38 mm) thick, 1/2 inch (13 mm) wide with wing seal or closed seal.
  2. Springs: Twin spring set constructed of stainless steel with ends flat and slotted to accept metal bands. Spring size determined by manufacturer for application.

B. Insulation Pins and Hangers:

- 1. Capacitor-Discharge-Weld Pins: Copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.106-inch-(2.6-mm)-diameter shank, length to suit depth of insulation indicated.
- 2. Cupped-Head, Capacitor-Discharge-Weld Pins: Copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.106-inch-(2.6-mm)-diameter shank, length to suit depth of insulation indicated with integral 1-1/2-inch (38-mm) galvanized carbon-steel washer.
- 3. Metal, Adhesively Attached, Perforated-Base Insulation Hangers: Baseplate welded to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:
  - a. Baseplate: Perforated, galvanized carbon-steel sheet, 0.030 inch (0.76 mm) thick by 2 inches (50 mm) square.
  - b. Spindle: Copper- or zinc-coated, low-carbon steel, fully annealed,

0.106-inch-(2.6-mm)-diameter shank, length to suit depth of insulation indicated.

- c. Adhesive: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.

4. Nonmetal, Adhesively Attached, Perforated-Base Insulation Hangers: Baseplate fastened to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:

- a. Baseplate: Perforated, nylon sheet, 0.030 inch (0.76 mm) thick by 1-1/2 inches (38 mm) in diameter.
- b. Spindle: Nylon, 0.106-inch-(2.6-mm)-diameter shank, length to suit depth of insulation indicated, up to 2-1/2 inches (63 mm).
- c. Adhesive: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.

5. Self-Sticking-Base Insulation Hangers: Baseplate welded to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:

- a. Baseplate: Galvanized carbon-steel sheet, 0.030 inch (0.76 mm) thick by 2 inches (50 mm) square.
- b. Spindle: Copper- or zinc-coated, low-carbon steel, fully annealed, 0.106-inch-(2.6-mm)-diameter shank, length to suit depth of insulation indicated.
- c. Adhesive-backed base with a peel-off protective cover.

6. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch-(0.41-mm)-thick, galvanized-steel sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches (38 mm) in diameter.

7. Nonmetal Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch-(0.41-mm)-thick nylon sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches (38 mm) in diameter.

C. Staples: Outward-clinching insulation staples, nominal 3/4-inch-(19-mm)-wide, stainless steel or Monel.

D. Wire: 0.080-inch (2.0-mm) nickel-copper alloy.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of insulation application.
  1. Verify that systems to be insulated have been tested and are free of defects.
  2. Verify that surfaces to be insulated are clean and dry.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.

3.3 GENERAL INSTALLATION REQUIREMENTS

- A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of ducts and fittings.
- B. Install insulation materials, vapor barriers or retarders, jackets, and thicknesses required for each item of duct system as specified in insulation system schedules.
- C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.
- D. Install insulation with longitudinal seams at top and bottom of horizontal runs.
- E. Install multiple layers of insulation with longitudinal and end seams staggered.
- F. Keep insulation materials dry during application and finishing.
- G. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.
- H. Install insulation with least number of joints practical.

I. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.

J. Install insulation continuously through hangers and around anchor attachments.

K. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.

L. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.

J. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.

K. Install insulation with factory-applied jackets as follows:

- 1. Draw jacket tight and smooth.
- 2. Cover circumferential joints with 3-inch-(75-mm)-wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches (100 mm) o.c.
- 3. Overlap jacket longitudinal seams at least 1-1/2 inches (38 mm). Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 2 inches (50 mm) o.c.
  - a. For below ambient services, apply vapor-barrier mastic over staples.
- 4. Cover joints and seams with tape, according to insulation material manufacturer's written instructions, to maintain vapor seal.
- 5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to duct flanges and fittings.

L. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.

M. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.

N. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches (100 mm) beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.

3.4 INSTALLATION OF MINERAL-FIBER INSULATION

A. Blanket Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.

- 1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 100 percent coverage of duct and plenum surfaces.
- 2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions.
- 3. Install either capacitor-discharge-weld pins and speed washers or cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:
  - a. On duct sides with dimensions 18 inches (450 mm) and smaller, place pins along longitudinal centerline of duct. Space 3 inches (75 mm) maximum from

insulation end joints, and 16 inches (400 mm) o.c.

- b. On duct sides with dimensions larger than 18 inches (450 mm), place pins 16 inches (400 mm) o.c. each way, and 3 inches (75 mm) maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.

c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.

d. Do not overcompress insulation during installation.

e. Impale insulation over pins and attach speed washers.

f. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.

4. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches (50 mm) from one edge and one end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch (13-mm) outward-clinching staples, 1 inch (25 mm) o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.

a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.

b. Install vapor stops for ductwork and plenums operating below 50 deg F (10 deg C) at 18-foot (5.5-m) intervals. Vapor stops shall consist of vapor-barrier mastic applied in a Z-shaped pattern over insulation face, along butt end of insulation, and over the surface. Cover insulation face and surface to be insulated a width equal to two times the insulation thickness, but not less than 3 inches (75 mm).

5. Overlap unfaced blankets a minimum of 2 inches (50 mm) on longitudinal seams and end joints. At end joints, secure with steel bands spaced a maximum of 18 inches (450 mm) o.c.

6. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.

7. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch-(150-mm)-wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches (150 mm) o.c.

3.5 FINISHES

A. Insulation with ASI, Glass-Cloth, or Other Paintable Jacket Material: Paint jacket with paint system identified below and as specified in Section 09113 "Exterior Painting" and Section 09123 "Interior Painting."

1. Flat Acrylic Finish: Two finish coats over a primer that is compatible with jacket material and finish coat paint. Add fungicidal agent to render fabric mildew proof.
 a. Finish Coat Material: Interior, flat, latex-emulsion size.

B. Flexible Elastomeric Thermal Insulation: After adhesive has fully cured, apply two coats of insulation manufacturer's recommended protective coating.

C. Color: Final color as selected by Architect. Vary first and second coats to allow visual inspection of the completed Work.

D. Do not field paint aluminum or stainless-steel jackets.

3.6 DUCT INSULATION SCHEDULE, GENERAL

A. Plenums and Ducts Requiring Insulation:

- 1. Indoor, concealed supply and outdoor air.

B. Items Not Insulated:

- 1. Factory-insulated flexible ducts.

3.7 INDOOR DUCT AND PLENUM INSULATION SCHEDULE

A. Concealed, round and flat-oval, supply-air duct insulation shall be the following:

- 1. Mineral-Fiber Blanket: 1-1/2 inches (38 mm) nominal density.

B. Concealed, rectangular, supply-air duct insulation shall be the following:

- 1. Mineral-Fiber Blanket: 1-1/2 inches (38 mm) nominal density.

END OF SECTION 230713

SECTION 233113 - METAL DUCTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

- 1. Single-wall rectangular ducts and fittings.
- 2. Sheet metal materials.
- 3. Hangers and supports.

B. Related Sections:

1.3 PERFORMANCE REQUIREMENTS

A. Delegated Duct Design: Duct construction, including sheet metal thicknesses, seam and joint construction, reinforcements, and hangers and supports, shall comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" and performance requirements and design criteria indicated in "Duct Schedule" Article.

B. Structural Performance: Duct hangers and supports [and seismic restraints] shall withstand the effects of gravity [and seismic] loads and stresses within limits and under conditions described in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" SMACNA's "Seismic Restraint Manual: Guidelines for Mechanical Systems."

- 1. Seismic Hazard Level A: Seismic force to weight ratio, 0.48.
- 2. Seismic Hazard Level B: Seismic force to weight ratio, 0.30.
- 3. Seismic Hazard Level C: Seismic force to weight ratio, 0.15.

1.4 QUALITY ASSURANCE

PART 2 - PRODUCTS

2.1 SINGLE-WALL RECTANGULAR DUCTS AND FITTINGS

A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" based on indicated static-pressure class unless otherwise indicated.

B. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-1, "Rectangular Duct/Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

C. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-2, "Rectangular Duct/Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

D. Elbows, Transitions, Offsets, Branch Connections, and Other Duct Construction: Select types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 4, "Fittings and Other Construction," for static-pressure class,

applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

2.2 SHEET METAL MATERIALS

A. General Material Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.

B. Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.

- 1. Galvanized Coating Designation: G60 (Z180).
- 2. Finishes for Surfaces Exposed to View: Mill phosphatized.

C. Reinforcement Shapes and Plates: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.

1. Where black- and galvanized-steel shapes and plates are used to reinforce aluminum ducts, isolate the different metals with butyl rubber, neoprene, or EPDM gasket materials.

D. Tie Rods: Galvanized steel, 1/4-inch (6-mm) minimum diameter for lengths 36 inches (900 mm) or less; 3/8-inch (10-mm) minimum diameter for lengths longer than 36 inches (900 mm).

2.3 HANGERS AND SUPPORTS

A. Hanger Rods for Noncorrosive Environments: Cadmium-plated steel rods and nuts.

B. Hanger Rods for Corrosive Environments: Electrogalvanized, all-thread rods or galvanized rods with threads painted with zinc-chromate primer after installation.

C. Strap and Rod Sizes: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1 (Table 5-1M), "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct."

D. Steel Cables for Galvanized-Steel Ducts: Galvanized steel complying with ASTM A 603.

E. Steel Cables for Stainless-Steel Ducts: Stainless steel complying with ASTM A 492.

F. Steel Cable End Connections: Cadmium-plated steel assemblies with brackets, swivel, and bolts designed for duct hanger service; with an automatic-locking and clamping device.

G. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.

H. Trapeze and Riser Supports:

- 1. Supports for Galvanized-Steel Ducts: Galvanized-steel shapes and plates.
- 2. Supports for Stainless-Steel Ducts: Stainless-steel shapes and plates.
- 3. Supports for Aluminum Ducts: Aluminum or galvanized steel coated with zinc chromate.

PART 3 - EXECUTION

3.1 DUCT INSTALLATION

A. Drawing plans, schematics, and diagrams indicate general location and arrangement of duct system. Indicated duct locations, configurations, and arrangements were used to size ducts and calculate friction loss for air-handling equipment sizing and for other design considerations. Install duct systems as indicated unless deviations to layout are approved on Shop Drawings and Coordination Drawings.

B. Install ducts according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" unless otherwise indicated.

C. Install ducts with fewest possible joints.

D. Install factory- or shop-fabricated fittings for changes in direction, size, and shape and for branch connections.

E. Unless otherwise indicated, install ducts vertically and horizontally, and parallel and perpendicular to building lines.

F. Install ducts close to walls, overhead construction, columns, and other structural and permanent enclosure elements of building.

G. Install ducts with a clearance of 1 inch (25 mm), plus allowance for insulation thickness.

H. Route ducts to avoid passing through transformer vaults and electrical equipment rooms and enclosures.

I. Where ducts pass through non-fire-rated interior partitions and exterior walls and are exposed to view, cover the opening between the partition and duct or duct insulation with sheet metal flanges of same metal thickness as the duct. Overlap openings on four sides by at least 1-1/2 inches (38 mm).

J. Where ducts pass through fire-rated interior partitions and exterior walls, install fire dampers. Comply with requirements in Section 233300 "Air Duct Accessories" for fire and smoke dampers.

K. Protect duct interiors from moisture, construction debris and dust, and other foreign materials. Comply with SMACNA's "IAQ Guidelines for Occupied Buildings Under Construction," Appendix G, "Duct Cleanliness for New Construction Guidelines."

3.2 INSTALLATION OF EXPOSED DUCTWORK

A. Protect ducts exposed in finished spaces from being dented, scratched, or damaged.

B. Trim duct sealants flush with metal. Create a smooth and uniform exposed bead. Do not use two-part tape sealing system.

C. Grind welds to provide smooth surface free of burrs, sharp edges, and weld spatter. When welding stainless steel with a No. 3 or 4 finish, grind the welds flush, polish the exposed welds, and treat the welds to remove discoloration caused by welding.

D. Maintain consistency, symmetry, and uniformity in the arrangement and fabrication of fittings, hangers and supports, duct accessories, and air outlets.

E. Repair or replace damaged sections and finished work that does not comply with these requirements.

3.3 DUCT SEALING

A. Seal ducts for duct static-pressure, seal classes, and leakage classes specified in "Duct Schedule" Article according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

B. Seal ducts for duct static-pressure, seal classes, and leakage classes specified in "Duct Schedule" Article according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

C. Hanger Spacing: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1 (Table 5-1M), "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct," for maximum hanger spacing; install hangers and supports within 24 inches (610 mm) of each elbow and within 48 inches (1200 mm) of each branch intersection.

D. Hangers Exposed to View: Threaded rod and angle or channel supports.

E. Support vertical ducts with steel angles or channel secured to the sides of the duct with welds, bolts, sheet metal screws, or blind rivets; support at each floor and at a maximum intervals of 16 feet (5 m).

F. Install upper attachments to structures. Select and size upper attachments with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

F. Branch Configuration:

1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-6, "Branch Connection."

- a. Rectangular Main to Rectangular Branch: 45-degree entry.
- b. Rectangular Main to Round Branch: Spin in.

2. Round and Flat Oval: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-5, "90 Degree Tees and Laterals," and Figure 3-6, "Conical Tees." Saddle taps are permitted in existing duct.

- a. Velocity 1000 fpm (5 m/s) or Lower: 90-degree tap.
- b. Velocity 1000 to 1500 fpm (5 to 7.6 m/s): Conical tap.
- c. Velocity 1500 fpm (7.6 m/s) or Higher: 45-degree lateral.

END OF SECTION 233113

SECTION 233300 - AIR DUCT ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

### **ATTACHMENT A-3**

Contractor's Response/Bid Form to City of Waterbury Invitation to Bid Number 5726, dated -  
March 27, 2017, consisting of 19 pages. (Attached hereto.)

THE CITY OF WATERBURY

CROSBY HIGH SCHOOL – MAIN OFFICE RENOVATION

SECTION 00300

ADDENDUM ACKNOWLEDGEMENT FORM

NOTE: The Bidder is to complete, sign and date this form. The completed form shall be submitted with the BID FORM in accordance with ARTICLE 6 of the INSTRUCTIONS TO BIDDERS.

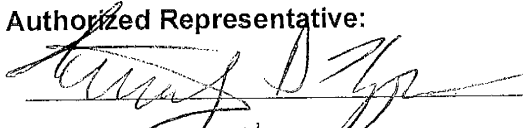
The undersigned, as Bidder's Authorized Representative, acknowledges receipt of the following Addenda and that the modifications to the Bid Documents noted therein have been considered and all costs related thereto are included in the Bid Prices:

Addendum # <u>1</u>	Dated Issued <u>3/13/17</u>
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____

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Business Name of Bidder: John L Simpson Co Inc  
(Print or Type)

By Bidder's Authorized Representative:

Signature:   
Name: Timothy Keegan  
(Print or Type)  
Title: President  
(Print or Type)  
Date: 3/17/17  
(Print or Type)

END OF SECTION

**THE CITY OF WATERBURY**  
**CROSBY HIGH SCHOOL – MAIN OFFICE RENOVATION**  
**SECTION 00400**

Date: 3/17/17

Mr. Rocco Orso  
Director of Purchasing  
City of Waterbury  
235 Grand Street  
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with the Invitation to Bid, the Undersigned:

John L Simpson Co Inc  
(Print or Type Business Name of Bidder)

having carefully examined all the Bid Documents, together with all Addenda, as acknowledged on the Addendum Acknowledgment Form, and having informed itself fully in regard to all conditions pertaining to the providing of the specified Bid Items and the place where the Work, Services and/or Items are to be delivered, constructed, installed and/or performed; and that with this representation, the undersigned makes this Bid.

Further, the undersigned proposes to provide the specified Bid Items, to perform all Services and/or to furnish all equipment, labor and materials, etc. and to complete the Work in its entirety in the manner and under the conditions required by the Bid Documents at the prices listed as follows:

**[Bid Items set out on following page]**

**BID ITEMS**

BID ITEM	AMOUNT BID IN WORDS	AMOUNT BID IN NUMBERS
1.0	Base Bid <i>One Hundred Fourteen Thousand Nine Hundred Forty Three</i> Lump Sum	\$ <u>114,943</u> .00
2.0	Allowance for Changes; 10% of Bid Item 1.0 <i>Eleven Thousand Four Hundred Ninety Four</i> ALLOWANCE	\$ <u>11,494</u> .00
<b>TOTAL BID PRICE ITEMS 1.0 – 2.0 (in words)</b> <i>One Hundred Twenty Six Thousand Four Hundred Thirty Seven</i>		\$ <u>126,437</u> .00

**MANDATORY ALTERNATES**

The Undersigned further proposes and agrees that should the following alternate or alternates be accepted and included in this Contract, the amount of base bid, as heretofore stated, shall be increased by stated alternate amount. All materials and workmanship shall be in strict accordance with original specifications and drawings.

The Contract requirements shall be an integral part of the alternates. The base bid shall include all work shown on the drawings and specifications irrespective of any items included in the alternative. The alternate is subject to acceptance or rejection by the Owner without affecting the price of the base bid. Contractors shall perform all work required to complete execution of the accepted alternate. The amount of the alternate price shall include the cost of any and all modifications made necessary by the Owner's acceptance and all Contractor's expenses including overhead and profit. The bidding Trade Contractor shall state the amount of the alternate listed below. No response to the alternates will be interpreted as no change in cost.

**Base Bid Alternates**

Base Bid Alternate No.	Description	Amount
1	Alternate 1 Base Bid Area: Eliminate All Signage for Base Bid Area.	<del>Add</del> /Deduct \$ <u>1600.00</u>
2	Alternate 2 Base Bid Area: Eliminate Specification Section 064116 and All Casework for Base Bid Area.	<del>Add</del> /Deduct \$ <u>12,000.00</u>
3	Alternate 3 Base Bid Area: Provide Hollow Metal in lieu of Aluminum for Doors/Frames/Windows for Base Bid Area.	<del>Add</del> /Deduct \$ <u>900.00</u>
<b>Identify either "add" or "deduct" by crossing out word that does not apply.</b>		

**Alternate**

Alternate No.	Description	Total
1A	Alternate Work Area: All work listed under as shown on the plans	Add/ <del>Estimate</del> \$264,200.00
Identify either "add" or "deduct" by crossing out word that does not apply.		

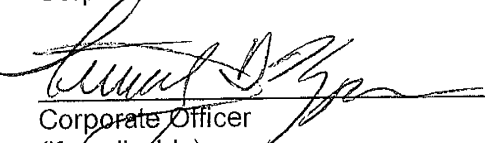
In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL BID PRICE.

The undersigned also agrees that the quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work.

The undersigned hereby certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

06-1024812  
 Social Security Number  
 or Federal Identification Number

Signature of Individual or  
 Corporate Name:

  
 Corporate Officer  
 (if applicable)

Notice of acceptance should be mailed, telegraphed or delivered to the (undersigned Bidder at the following address):

John W. Simpson Co., Inc.  
 (Name)

By: Timothy KEEGAN - President  
 (Title)

43 Huntington Rd  
 (Business Address)

Bridgeport, Ct. 06608  
 (City, State, Zip Code)

Date: 3/27/17

Note: If the Bidder is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.



**CITY OF WATERBURY  
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2017)  
Persons or Entities Conducting Business with the City**

**I. Outstanding Purchase Orders of Contracts with the City**

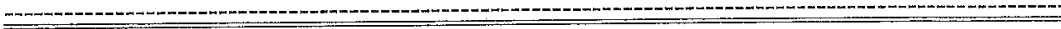
**A. Contracts**

No Contracts with the City



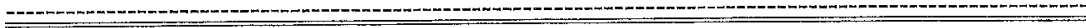
(Service or Commodity Covered by Contract)

(Term of Contract)



(Service or Commodity Covered by Contract)

(Term of Contract)



(Service or Commodity Covered by Contract)

(Term of Contract)

**CITY OF WATERBURY  
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2011)  
Persons or Entities Conducting Business with the City**

**B. Purchase Order(s).**

No Purchase Order(s) with the City



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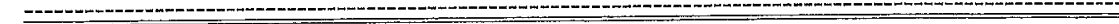
(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

**CITY OF WATERBURY  
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2017)  
Persons or Entities Conducting Business with the City**

**II. Financial Interest Disclosure**

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

**No Officials, Employees or Board and Commission Members with  
Financial Interest**



(Name of Official)

(Position with City)

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

Interest Held By:

Self  Spouse  Joint  Child

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(Name of Official)

(Position with City)

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

Interest Held By:

Self  Spouse  Joint  Child

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

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

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

I have read and agree to the above certification.

John L Simpson Co Inc  
(Name of Company, if applicable)

[Signature]  
Signature of Individual or Authorized Signatory

3/17/17  
Date

Timothy Heegan President  
Print or Type Name and Title (if applicable)

DELIVERED | By Mail  Hand-Delivered

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

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

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Connecticut

ss.: Bridgeport

County of Fairfield

Timothy Keegan, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or president** of John C. Simpson Co Inc (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

Organization Name	Address	Type of Ownership
1 None		
2		
3		
4		

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

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

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

	Name	Title	DOB	Stock %
1	Tim Keegan	President	4/25/61	100
2				
3				
4				

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

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

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

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

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

**For Partnership/Sole Proprietor**

In presence of:

Witness

Name of Partnership/Business

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

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

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

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

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

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

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

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

**Certification**

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

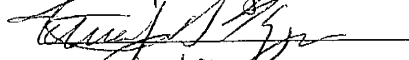
Full Legal Name and address of Recipient, Vendor, or Contractor:

John L Simpson Co Inc  
43 Huntington Rd  
Bridgeport CT 06608

Print Name and Title of Authorized Representative:

Timothy Keegan

Signature of Authorized Representative:



Date: 3/17/17



**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-81j(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

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**INSTRUCTIONS AND OTHER INFORMATION**

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

**1) Definition of Small Contractor**

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

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

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

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

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

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

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

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

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

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

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

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

**MATERIAL MOVING WORKERS:** The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

**PRODUCTION WORKERS:** The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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**BIDDER CONTRACT COMPLIANCE MONITORING REPORT**

**PART I - Bidder Information**

<p>Company Name <u>John L Simpson Co Inc</u>                  Street Address <u>93 Huntington Road</u>                  City &amp; State <u>Bridgewater Ct 06608</u>                  Chief Executive <u>Timothy Keegan</u></p>	<p>Bidder Federal Employer Identification Number <u>061024812</u>                  Or                  Social Security Number _____</p>
<p>Major Business Activity (brief description)  <u>Renovations and new construction</u></p>	<p>Bidder Identification (response optional/definitions on page 1)</p> <p>-Bidder is a small contractor. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>                  -Bidder is a minority business enterprise Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>                  (If yes, check ownership category)                  Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Iberian Peninsula <input type="checkbox"/> Individual(s) with a Physical Disability <input type="checkbox"/>                  Female <input type="checkbox"/></p>
<p>Bidder Parent Company (If any) <u>N/A</u></p>	<p>-Bidder is certified as above by State of CT Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
<p>Other Locations in Ct. (If any) <u>N/A</u></p>	

**PART II - Bidder Nondiscrimination Policies and Procedures**

<p>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 &amp; 4a-60a Conn. Gen. Stat.? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
<p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
<p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>9. Does your company have a mandatory retirement age for all employees? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
<p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input checked="" type="checkbox"/></p>
<p>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input checked="" type="checkbox"/></p>
<p>6. Does your company have a collective bargaining agreement with workers? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>                  6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>                  6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>12. Does your company have a written affirmative action Plan? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>                  If no, please explain.</p>
<p>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>                  If yes, give name and phone number.  <u>TS Keegan 203-337-0196</u></p>

Part III - Bidder Subcontracting Practices

I. Will the work of this contract include subcontractors or suppliers? Yes  No

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

STC Building and Property Management

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

Yes  No

PART IV - Bidder Employment Information

Date:

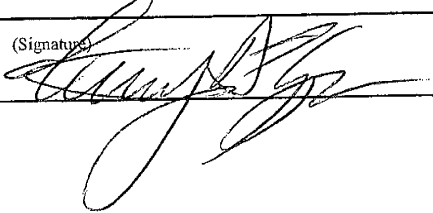
JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management	1	1									
Business & Financial Ops	1	1									
Marketing & Sales	1	1									
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support	1		1								
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction	1	1									
Installation, Maintenance & Repair	1					1					
Material Moving Workers											
Production Occupations											
TOTALS ABOVE	6										
Total One Year Ago	6										
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

\*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source	(X)		
State Employment Service	X		10%	X	Work Experience	Please see following page(s)
Private Employment Agencies	X		10%	X	Ability to Speak or Write English	
Schools and Colleges		X			Written Tests	
Newspaper Advertisement		X			High School Diploma	
Walk Ins	X		20%		College Degree	
Present Employees	X		40%	X	Union Membership	
Labor Organizations	X		10%	X	Personal Recommendation	
Minority/Community Organizations	X		10%		Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature) 	(Title) PRESIDENT	(Date Signed) 3/20/17	(Telephone) 203-395-2794
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SECTION 1: POLICY STATEMENTS  
**JOHN L. SIMPSON CO., INC. SBE**  
GENERAL CONTRACTOR  
(AA / EOE)

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43 Huntington Road / Bridgeport, CT 06608 / Telephone (203) 333-0146/ Fax (203) 333-5607

**AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYMENT  
STATEMENT**

It is the policy and practice of John L. Simpson Co., Inc to assure that no person will be discriminated against, or be denied the benefit of any activity, program, or employment policies which will afford equal opportunity employment to all qualified persons without regard to age, ancestry, color, marital status (including civil union status), national origin, race, religious creed, sex, sexual orientation, mental retardation, learning disability, present or past history of mental disorder, mental disability, or physical disability including, but not limited to, blindness, unless it is shown that such disability prevents performance of the work involved.

This policy and practice applies to all persons, particularly those who are members of the protected classes identified as being Black, Hispanic, and others such as Asian, Native American, etc., and Women and Persons with Disabilities. John L. Simpson Co., Inc. will implement, monitor, and enforce this *Affirmative Action/Equal Opportunity Employment Policy Statement* and program in conjunction with all applicable Federal and State laws, regulations, and executive orders.

In order to implement our Affirmative Action/Equal Opportunity Employment Program, John L. Simpson Co., Inc. will develop written strategies and plans to correct any deficiencies identified. Furthermore, this policy statement, as well as the Labor and Antidiscrimination Poster shall be posted and otherwise made known to all workers to the company's home office, each satellite office, and at each job site. Managers and supervisory staff will be advised of their responsibilities to ensure the success of this program.

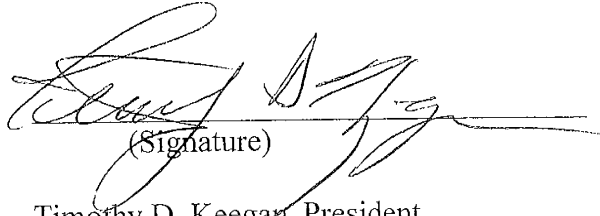
Ultimate responsibility of the Affirmative Action/Equal Opportunity Employment Program will be with the Company President, Timothy Keegan. The day-to-day duties for the plan will be coordinated by Timothy Keegan Jr., who is hereby designated as the Affirmative Action/Equal Opportunity Officer for John L. Simpson Co., Inc.

I have expressly advised Timothy Keegan Jr. of his legal responsibilities as John L. Simpson Co., Inc.'s Affirmative Action/Equal Opportunity Employment Officer pursuant to the Contract Compliance Regulations Section 46a-68j-27(4).

This Set-Aside Plan has my total support and John L. Simpson Co., Inc. pledges its best good faith efforts to achieve the objectives of this Set-Aside Plan. I expect each manager, supervisor, and employee of this Company to aid in the implementation of this program and be accountable for complying with the objectives of this Set-Aside Plan.

3/20/17

Date



(Signature)

Timothy D. Keegan, President

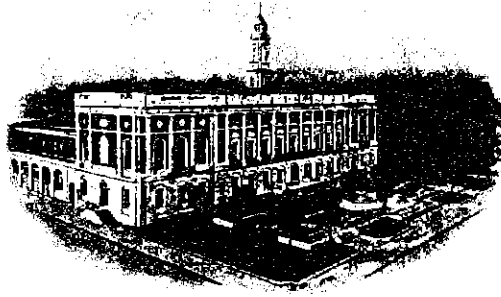
Printed Name and Printed Title of Person Signing

**ATTACHMENT A-4**

Addendum Number 1 to City of Waterbury Invitation to Bid Number 5726, dated March 13, 2017, consisting of 11 pages. (Attached hereto.)



ROCCO ORSO  
PURCHASING DIRECTOR



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT  
ADDENDUM NO. 1

Date: March 13, 2017  
ITB #: 5726  
Project: Crosby High School Main Office Renovation

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**I. BIDDER QUESTIONS**

1. Question: Does this project include any electronic security, access control, CCTV, related items and or the demolition of same? Are there, or will there be any additional plans or specs issued, that will depict any of the above?

Answer: No, all demo and new electrical work will be shown on the electrical drawings.

2. Question: Where can I find the Bidder's list for this project?

Answer: A sign-in sheet from the Pre Bid Conference is attached to this addendum.

3. Question: Confirm City waiving Building Permit Fees

Answer: Building Permit Fees are waived by the City of Waterbury

4. Question: Confirm no existing Hazardous or City will remove

Answer: Hazardous material removal is not part of this bid.

5. Question: Confirm Alt 1a is an ADD Alt

Answer: Alternate 1A is expected to be an ADD

6. Question: Is there a separate alternate for providing hollow metal instead of aluminum for only Window #3? Referring to the window schedule note on drawing A8.2

Answer: The window note is referring to Base Bid Alternate #3 listed on the Bid Form (section 00400) to provide hollow metal in lieu of aluminum for all the new windows, not just window #3.

7. Question: Can you clarify the window types for rooms D218 and D219?

Answer: Windows in rooms D218 & D219 in the Base Bid are existing to remain.

8. Question: Is there a spec for the ceiling tile? Does not appear to be noted in drawings or manual.

Answer: Specification 095113 is attached to this addendum.

9. Question: On sheet A1.1, the demo note for "remove existing door and frame" is noted for all doors, however on A8.1, the door schedule notes that doors D217A, D217B, D222, D223, D225, D226, D233, and D234 are to be new doors in existing frames. Please clarify.

Answer: The door schedule is correct. Doors listed in this question will be new doors in existing frames. These doors are only new in Alternate Bid

10. Question: Do you have a specific bid bond form for us to use? Can we use the AIA 310 form? Do you have a specific payment and performance bond form?

Answer: There is no specific bond form. AIA 310 can be used.

11. Question: Is this project subject to City Good Jobs Hiring Ordinance?

Answer: The Waterbury Good Jobs Ordinance covers projects of \$500,000 or greater. The project is however subject to State CHRO Requirements.

12. Question: What is the height from above ceiling to underside of deck?

Answer: A brief field investigation was conducted during the pre-bid conference and the underside of deck above was at least 3' above the finished ceiling.

**II. ATTACHMENTS TO ADDENDUM NO.1**

1. Section 095113 ACOUSTICAL PANEL CEILINGS (6 pages)
2. 3/6/17 ITB #5726 Pre Bid Conference Sign In Sheet (2 pages)

**END OF ADDENDUM NO. 1**

Thanks,

Rocco Orso  
Director of Purchasing

## SECTION 095113 - ACOUSTICAL PANEL CEILINGS

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section includes acoustical panels and exposed suspension systems for ceilings.

## 1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

## 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified, 6 inches (150 mm) in size.

## 1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Reflected ceiling plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
  - 1. Suspended ceiling components.
  - 2. Structural members to which suspension systems will be attached.
  - 3. Size and location of initial access modules for acoustical panels.
  - 4. Items penetrating finished ceiling including the following:
    - a. Lighting fixtures.
    - b. Air outlets and inlets.
    - c. Speakers.
    - d. Sprinklers.
    - e. Access panels.
  - 5. Perimeter moldings.
- B. Product Test Reports: For each acoustical panel ceiling, for tests performed by manufacturer and witnessed by a qualified testing agency.
- C. Evaluation Reports: For each acoustical panel ceiling suspension system and anchor and fastener type, from ICC-ES.

## 1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For finishes to include in maintenance manuals.

## 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver acoustical panels, suspension-system components, and accessories to Project site in original, unopened packages and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.
- B. Before installing acoustical panels, permit them to reach room temperature and a stabilized moisture content.
- C. Handle acoustical panels carefully to avoid chipping edges or damaging units in any way.

## 1.8 FIELD CONDITIONS

- A. Environmental Limitations: Do not install acoustical panel ceilings until spaces are enclosed and weatherproof, wet work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
  - 1. Pressurized Plenums: Operate ventilation system for not less than 48 hours before beginning acoustical panel ceiling installation.

## PART 2 - PRODUCTS

## 2.1 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Acoustical ceiling shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
- B. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
  - 1. Flame-Spread Index: Comply with ASTM E 1264 for Class A materials.
  - 2. Smoke-Developed Index: 450 or less.

## 2.2 ACOUSTICAL PANELS, GENERAL

- A. Source Limitations:
  - 1. Acoustical Ceiling Panel: Obtain each type from single source from single manufacturer.
  - 2. Suspension System: Obtain each type from single source from single manufacturer.
- B. Source Limitations: Obtain each type of acoustical ceiling panel and supporting suspension system from single source from single manufacturer.
- C. Glass-Fiber-Based Panels: Made with binder containing no urea formaldehyde.
- D. Acoustical Panel Standard: Provide manufacturer's standard panels of configuration indicated that comply with ASTM E 1264 classifications as designated by types, patterns, acoustical ratings, and light reflectances unless otherwise indicated.

1. Mounting Method for Measuring NRC: Type E-400; plenum mounting in which face of test specimen is 15-3/4 inches (400 mm) away from test surface according to ASTM E 795.
- E. Acoustical Panel Colors and Patterns: Match appearance characteristics indicated for each product type.
1. Where appearance characteristics of acoustical panels are indicated by referencing pattern designations in ASTM E 1264 and not manufacturers' proprietary product designations, provide products selected by Architect from each manufacturer's full range that comply with requirements indicated for type, pattern, color, light reflectance, acoustical performance, edge detail, and size.

### 2.3 ACOUSTICAL PANELS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
1. Basis of Design Product: **Armstrong World Industries, Inc.; Optima #1462.**
    - a. Type and Form: Type XII, glass-fiber base with membrane-faced overlay; Form 2.
    - b. Pattern: E (lightly textured).
    - c. Color: White.
    - d. LR: Not less than 0.90.
    - e. Edge/Joint Detail: Square.
    - f. Thickness: 1 inch.
    - g. Modular Size: 24 by 48 inches.
    - h. Humidity / Sag Resistance: HumiGuard Plus.
- B. Broad Spectrum Antimicrobial Fungicide and Bactericide Treatment: Provide acoustical panels treated with manufacturer's standard antimicrobial formulation that inhibits fungus, mold, mildew, and gram-positive and gram-negative bacteria and showing no mold, mildew, or bacterial growth when tested according to ASTM D 3273 and evaluated according to ASTM D 3274 or ASTM G 21.

### 2.4 METAL SUSPENSION SYSTEMS, GENERAL

- A. Metal Suspension-System Standard: Provide manufacturer's standard direct-hung metal suspension systems of types, structural classifications, and finishes indicated that comply with applicable requirements in ASTM C 635/C 635M.
- B. Attachment Devices: Size for five times the design load indicated in ASTM C 635/C 635M, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.
- C. Wire Hangers, Braces, and Ties: Provide wires complying with the following requirements:
1. Zinc-Coated, Carbon-Steel Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper.
  2. Size: Select wire diameter so its stress at three times hanger design load (ASTM C 635/C 635M, Table 1, "Direct Hung") will be less than yield stress of wire, but provide not less than 0.106-inch- (2.69-mm-) diameter wire.
- D. Hanger Rods: Mild steel, zinc coated or protected with rust-inhibitive paint.
- E. Seismic Stabilizer Bars: Manufacturer's standard perimeter stabilizers designed to accommodate seismic forces.
- F. Seismic Struts: Manufacturer's standard compression struts designed to accommodate seismic forces.
- G. Seismic Clips: Manufacturer's standard seismic clips designed and spaced to secure acoustical panels in place.

- H. Hold-Down Clips: Provide manufacturer's standard hold-down clips spaced 24 inches (610 mm) o.c. on all cross tees.

## 2.5 METAL SUSPENSION SYSTEM

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Basis of Design Product: Armstrong; Prelude XL.
- B. Wide-Face, Capped, Double-Web, Hot-Dip Galvanized, G60 (Z180), Steel Suspension System: Main and cross runners roll formed from cold-rolled steel sheet; hot-dip galvanized according to ASTM A 653/A 653M, G60 (Z180) coating designation; with prefinished, cold-rolled, 15/16-inch-(24-mm)-wide aluminum caps on flanges.
  - 1. Face Design: Flat, flush.
  - 2. Face Finish: Painted white.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, including structural framing to which acoustical panel ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage and with requirements for installation tolerances and other conditions affecting performance of acoustical panel ceilings.
- B. Examine acoustical panels before installation. Reject acoustical panels that are wet, moisture damaged, or mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders, and comply with layout shown on reflected ceiling plans.

### 3.3 INSTALLATION

- A. General: Install acoustical panel ceilings to comply with ASTM C 636/C 636M and seismic design requirements indicated, according to manufacturer's written instructions and CISCA's "Ceiling Systems Handbook."
- B. Suspend ceiling hangers from building's structural members and as follows:
  - 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structure or of ceiling suspension system.
  - 2. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
  - 3. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers at spacings required to support standard suspension-system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices.

4. Secure wire hangers to ceiling-suspension members and to supports above with a minimum of three tight turns. Connect hangers directly either to structures or to inserts, eye screws, or other devices that are secure and appropriate for substrate and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.
  5. Secure flat, angle, channel, and rod hangers to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices that are secure and appropriate for both the structure to which hangers are attached and the type of hanger involved. Install hangers in a manner that will not cause them to deteriorate or fail due to age, corrosion, or elevated temperatures.
  6. When steel framing does not permit installation of hanger wires at spacing required, install carrying channels or other supplemental support for attachment of hanger wires.
  7. Do not attach hangers to steel deck tabs.
  8. Do not attach hangers to steel roof deck. Attach hangers to structural members.
  9. Space hangers not more than 48 inches (1200 mm) o.c. along each member supported directly from hangers unless otherwise indicated; provide hangers not more than 8 inches (200 mm) from ends of each member.
  10. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards and publications.
- C. Secure bracing wires to ceiling suspension members and to supports with a minimum of four tight turns. Suspend bracing from building's structural members as required for hangers, without attaching to permanent metal forms, steel deck, or steel deck tabs. Fasten bracing wires into concrete with cast-in-place or postinstalled anchors.
- D. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels.
1. Apply acoustical sealant in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.
  2. Screw attach moldings to substrate at intervals not more than 16 inches (400 mm) o.c. and not more than 3 inches (75 mm) from ends, leveling with ceiling suspension system to a tolerance of 1/8 inch in 12 feet (3.2 mm in 3.6 m). Miter corners accurately and connect securely.
  3. Do not use exposed fasteners, including pop rivets, on moldings and trim.
- E. Install suspension-system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.
- F. Install acoustical panels with undamaged edges and fit accurately into suspension-system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide a neat, precise fit.
1. Arrange directionally patterned acoustical panels as follows:
    - a. As indicated on reflected ceiling plans.
  2. For square-edged panels, install panels with edges fully hidden from view by flanges of suspension-system runners and moldings.
  3. For reveal-edged panels on suspension-system runners, install panels with bottom of reveal in firm contact with top surface of runner flanges.
  4. For reveal-edged panels on suspension-system members with box-shaped flanges, install panels with reveal surfaces in firm contact with suspension-system surfaces and panel faces flush with bottom face of runners.
  5. Paint cut edges of panel remaining exposed after installation; match color of exposed panel surfaces using coating recommended in writing for this purpose by acoustical panel manufacturer.
  6. Install hold-down clips in areas indicated, in areas required by authorities having jurisdiction, and for fire-resistance ratings; space as recommended by panel manufacturer's written instructions unless otherwise indicated.



3.4 CLEANING




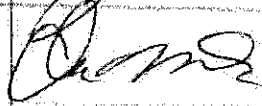
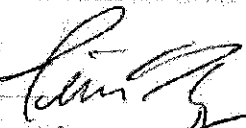
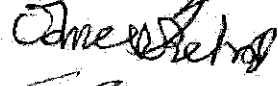
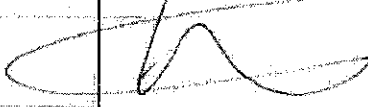

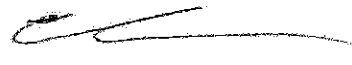

- A. Clean exposed surfaces of acoustical panel ceilings, including trim, edge moldings, and suspension-system members. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage. Remove and replace ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION 095113

BID #5726 CROSBY MAIN OFFICE

MARCH 6, 2017 - 2:30 pm - CROSBY H.S.

NAME:	COMPANY	SIGN/INITIALS
Frank Citrini	Danielli's LLC Renovator & e OTI.NET 860 982-1915	FR
Boss Time	General Builders, LLC generalbuildersllcesnet.net	RT
Lloyd Brink	Newington Electric lloydnewingtonelectric.com 860-667-1948	LB
<del>CO-TRAVELER</del>	<del>RICHARDS Corp - PRE-ED</del>	<del>[Signature]</del>
Roel Legaspi	Nosal Builders Inc. 85 Fieldstone Court, Unit 1 Cheshire, CT 06410 (203) 439-9320	[Signature]
JOHN ROSA	J.A ROSA CONST. LLC 17 TOWN LINE RD WOLCOTT, CT 06716 203-879-3495 - jete@jarosa.com	JR
PETER MOSSA	NORTHEAST BUILDING Group 98 SOUTH TURPILE RD. WILTING FORD CT. P.MOSSA@TRUESDUECOS.COM 203-815-0639	PM
Archie Santos	TPC Systems - Fire + Security 203-343-8008	AS

NAME	COMPANY	SIGN/INITIAL
STEPHEN POIRIER	THE NASI GROUP STEVE@THENASIGROUP.COM	
ERIL WHITTENBUR	MASTER LOCATORS MELWOOD CONTRACTORS OFFICE	
JAMES LEMMI	MELWOOD CONTRACTORS MELWOOD CONTRACTORS.COM	
Dan McLevy	Diversity Construction Group estimating@diversitycg.com	
TIM KEEGAN	John L Simpson Co., Inc	
Tanner Behboudi	LLC RE-TECH	
Kaz Behboudi	RE-TECH	KS
Jesh Mahowitz	SKA SKA	
Elvis Plisner	ENCO Environmental elvis@encoct.com	
Eljah Amendola	Trinity Electric Inc eljah.amendola@trinityei.com	
DAVE MACKENZIE	STANDARD DEMOLITION ESTIMATORS@DEMOLITIONSERVICES.COM	

#14a

## Community Relations

1250(b)

### School Visitors Regulations

Waterbury Public Schools, in an effort to encourage visitors to its schools while at the same time maintaining the students' and staffs' safety, privacy and security, and minimizing disruptions to educational programming, sets forth the following procedure to be followed for school visitors.

1. Any visitor who is not a District or City employee on official business, a State or Federal employee on official business, Board of Education Commissioner, or a student enrolled in the school, will be termed a "visitor" under Board Policy and is subject to the procedures set forth below. A visitor does not include those who attend a scheduled activity open to the general public.
2. Any visitor, as defined above, who wishes to visit a school building, and /or observe any student program, must obtain prior approval from the principal or other designated administrator, at least twenty-four (24) hours prior to the visit. Requests to observe a class shall be granted, unless such request(s) would be disruptive to the educational process.
3. All visitors must directly report to the Main Office upon arrival, provide identification which will be kept by school staff during the visit (along with a photocopy to be kept in the student's cumulative file), and sign in where designated. Identification will be issued to the visitor which must be displayed at all times during the visit.
4. All visitors must provide to the principal or duly authorized administrator the reason for their visit, where the visit will take place and the anticipated length of the visit. Visitor meetings must take place in an administrative area designated by the principal or his/her designee unless otherwise agreed to by the principal or duly authorized administrator.
5. In the discretion of the principal or duly authorized administrator, any visitor may be required to submit to a background check and a sexual offender registry check in order to gain access into the school.
6. An escort for the visitor may be required by the principal or duly authorized administrator.
- ~~7. No visitor, except a law enforcement officer duly authorized by the Waterbury Police Department, is allowed to bring a weapon of any kind into any school in the District or on school grounds.~~
7. No visitor, except a law enforcement officer duly authorized by the Waterbury Police Department, and/or designated under State Statute 53a-217b (as amended by P.A. 16-55) is allowed to bring a weapon of any kind into any school in the District or on school grounds. Legal ref: 53a-217b Possession of a weapon on school grounds: Class D felony (as amended by P.A. 16-55).
8. In order to safeguard student privacy rights, no videotaping, photography or use of recording devices or electronic equipment including phones, is allowed by the visitor

**Food Service Personnel – Code of Conduct**

The City of Waterbury Code of Ordinances, Chapter 39: Ethics and Conflicts of Interest, is expected to be followed by all persons who are engaged in the award and administration of contracts supported by the Child Nutrition Program (CNP) funds. These programs include the National School Lunch Program, School Breakfast Program, Child and Adult Care Food Program, and Summer Food Service Program.



Legal Reference:

- Connecticut General Statutes
- 10-215 Lunches, breakfasts and other feeding programs for public school children and employees.
- 10-215a Nonpublic school and nonprofit agency participation in feeding programs.
- 10-215b Duties of State Board of Education re feeding programs.
- 10-216 Payment of expenses.
- State Board of Education Regulations
- 10-215b-1 School lunch and nutrition programs.
- 10-215b-11 Requirement for meals.
- 10-215b-12 Reimbursement payments. (including free and reduced price meals)
- Child Nutrition and WIC Reauthorization Act of 2004, 42 U.S.C. Section 1751.
- School Lunch and Breakfast Programs 42 U.S.C. Section 1751 et seq.
- National Food Service Programs, Title 7 Code of Federal Regulations, 7 CFR Part 210, Part 220, Part 215, Part 245.
- 42 U.S.C. Sec. 1758(h)/7 CFR Sect 210.13, 220.7 (School Food Safety Inspections).
- Federal Register (74 Fed. Reg. 66213) amending federal regulations (7 CFR Part 210 and 220).
- P.L. 111-296 Healthy, Hunger-Free Kids Act of 2010 (HHFKA), 42 U.S.C. 1751
- 7 CFR Parts 210 & 220 – Nutrition Standards in the National School Lunch & School Breakfast Programs.
- Nondiscrimination on the Basis of Handicap in Programs or Activities
- Title 7 Chapter 11 of the Code of Federal Regulation Federal Management Circular A- 102, Attachment 0 FNS Instruction 796-1 Revision 2.
- 2 CFR 200.318 General Procurement Standards

Policy adopted by the Waterbury Board of Education on  
**DRAFT – new required policy**

## Food Service Charging Policy

The goal of the food service program is to provide students with nutritious and healthy foods through the districts food services program that will enhance learning. The school nutrition program is an essential part of the education system and by providing good tasting, nutritious meals in pleasant surroundings; we are helping to teach students the value of good nutrition.

The Department of Food Service, through its participation in Community Eligibility Provision, provides that all Waterbury students are eligible for free meals, and only pay for snacks or additional meals, which cannot be charged.

### Legal Reference:

Connecticut General Statutes

10-215 Lunches, breakfasts and other feeding programs for public school children and employees.

10-215a Nonpublic school and nonprofit agency participation in feeding programs.

10-215b Duties of State Board of Education re feeding programs.

State Board of Education Regulations

State of Connecticut, Bureau of Health/Nutrition, Family Services and Adult Education Operational Memorandum No. 4-17, "Guidance on Unpaid Meal Charges and Collection of Delinquent Meal Payments," Nov. 2, 2016

Operational Memorandum #19-10, State of Connecticut, Bureau of Health/Nutrition, Family Services and Adult Education "Unallowable Charges to No-profit School Food Service Accounts and the Serving of Meals to No-paying Full and Reduced Price Students"

National School Lunch Program and School Breakfast Program; Competitive Foods. (7 CFR Parts 210 and 220, Federal Register, Vol 45 No. 20, Tuesday, January 29, 1980, pp 6758-6772

### USDA Guidance:

- SP 46-2016, "Unpaid Meal Charges: Local Meal Charge Policies"
- SP 47-2016, "Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payment"
- SP 57-2016 "Unpaid Meal Charges: Guidance and Q and A"
- SP 58-2016 "2016 Edition: Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation's Schools"

Recruitment and Selection

The Board desires the Superintendent to develop and maintain a recruitment program designed to attract and hold the best possible personnel who are "highly qualified" as defined by federal law in the District's schools. Beginning in school year 2006-07 all District teachers teaching a core academic subject area, as defined in the No Child Left Behind Act, must be determined to be "highly qualified."

The school district recognizes the heterogeneity of the people who live in the school district and believes that this characteristic should have an important bearing on all aspects of the school district's activities.

The Board of Education believes it is especially important that this heterogeneity of population be recognized in the recruitment and assignment of personnel.

To this end, the Board of Education shall develop and implement a written plan for minority staff recruitment. The administration is directed to make a serious effort to see that the recruitment procedures of the district produce a total staff representative of the total population of the district and that the assignment procedures of the district bring to each school staff members representative of the population represented by the student membership in each local school.

The schools shall engage in fair and sound personnel practices in the appointment of all district employees. The administration shall be responsible for establishing recruitment, selection and appointment procedures.

The Superintendent shall insure that the District is in compliance with the provisions of Title I and the No Child Left Behind Act. Manuals and handbooks shall comply with federal law as to the qualifications for instructional personnel. Notice of professional qualifications shall be provided to parents/guardians of students in Title I schools and staffing pattern reviews as required by law shall be conducted annually.

**Hiring of Retired Teachers**

A **retired** teacher receiving benefits from the Teachers Retirement System (TRS) may be reemployed by the Board for up to one full school year in a position (1) designated by the Commissioner of Education as a subject shortage area, or (2) at a school located in a priority school district for the school year in which the teacher is being employed. Such employment may be for up to one full school year. Such reemployment may be extended for an additional school year, provided the Board (a) submits a written request for approval to the Teachers' Retirement Board, (b) certifies that no qualified candidates are available prior to the reemployment of such teacher and (c) indicates the type of assignment to be performed, the anticipated date of rehire and the expected duration of the assignment.

The salary of such teacher shall be fixed at an amount at least equal to that paid other teachers in the District with similar training and experience for the same type of service. Upon Board approval of such employment, the retired teacher shall be eligible for the same health insurance benefits provided to active teachers employed by the District. No retirement benefits shall be paid during this period of reemployment.

Recruitment and Selection, continued

Except as indicated below, and in the first paragraph in this section, a certified educator receiving retirement benefits from the Teachers Retirement System (TRS) may not be employed in a certified position receiving compensation paid out of public money appropriated for school purposes except that such educator may be employed in such a position and receive no more than forty-five percent of the maximum salary level for the assigned position. Any certified educator who receives in excess of such amount shall reimburse the Board for the amount of such excess.

Commencing July 1, 2016, to June 30, 2018, the exemption from the limitation on the compensation of a reemployed certified educator apply to an educator who (A) is receiving retirement benefits from TRS based on thirty-four or more years of credited service, (B) is reemployed in a district designated as an alliance district (pursuant to C.G.S. 10-262u), and (C) was serving in the district on July 1, 2015.

On and after July 1, 2016, a certified educator receiving retirement benefits from the system may be employed and receive compensation, health insurance benefits, and other employment benefits provided to active teachers employed by such school system provided such teacher does not receive a retirement income during such employment. Payment of such teacher's retirement income shall resume on the first day of the month following the termination of such employment.

Legal Reference: Connecticut General Statutes

- 10-151 Employment of teachers. Notice and hearing on termination of contract (as amended by P.A. 12-116 An Act Concerning Educational Reform)
- 10-153 Discrimination on account of marital status.
- 10-183v Reemployment of teachers, as amended by P.A. 10-111, An Act Concerning Education Reform in Connecticut and P.A. 16-91, An Act Making Changes to the Teachers' Retirement System.
- 10-220 Duties of Boards of Education.
- 31-126 Unfair Employment Practices.
- 46a-60 Discriminatory employment practices prohibited.
- Title IV Equal Employment Opportunities.
- 20 U.S.C. Section 1119 No Child Left Behind Act.
- 34 C.F.R. 200.55 Federal Regulations.
- P.L. 114-95 Every Student Succeeds Act, S.1177-55, 56

Policy adopted by the Waterbury Board of Education on December 20, 2012 and  
revised on **DRAFT**



**Security Check/Fingerprinting – Criminal History Record Information (CHRI) (Proper Access, Use and Dissemination Procedures)**

**Purpose**

The Board of Education's (Board) intent of this policy is to ensure the protection of the Criminal Justice Information (CJI) and its subset of Criminal History Record Information (CHRI) until the information is purged or destroyed in accordance with applicable record retention rules.

This policy is based upon the FBI's Criminal Justice Information Services (CJIS) Security Policy. The Board considers the FBI CJIS Security Policy as the minimum standard. This Board policy may augment, or increase the standards, but shall not detract from the CJIS Security Policy standards.

**Scope**

This policy applies to any electronic or physical media containing FBI CJI while being stored, accessed or physically moved from a secure location within the District. This policy applies to any authorized person who accesses, stores, and/or transports electronic or physical media.

**Criminal Justice Information (CJI) and Criminal History Record Information (CHRI)**

CJI refers to all of the FBI CJIS provided data necessary for law enforcement and civil agencies to perform their missions including, but not limited to biometric, identity history, biographic, property, and case/incident history data.

CHRI is a subset of CJI and for the purposes of this policy is considered interchangeable. Due to its comparatively sensitive nature, additional controls are required for the access, use and dissemination of CHRI. In addition to the dissemination restrictions outlined below, Title 28, Part 20, Code of Federal Regulations (CFR), defines CHRI and provides the regulatory guidance for dissemination of CHRI.

**Proper Access, Use, and Dissemination of CHRI**

Information obtained from the Interstate Identification Index (III) is considered CHRI. Rules governing the access, use, and dissemination of CHRI are found in Title 28, Part 20, CFR. The III shall be accessed only for an authorized purpose.

Further, CHRI shall only be used for an authorized purpose consistent with the purpose for which III was accessed. Dissemination to another agency is authorized if (a) the other agency is an Authorized Recipient of such information and is being serviced by the accessing agency, or (b) the other agency is performing noncriminal justice administrative functions on behalf of the authorized recipient and the outsourcing of said functions has been approved by appropriate CJIS Systems Agency (CSA) or State Identification Bureau (SIB) officials with applicable agreements in place.

**Personnel Security Screening**

Access to CJI and/or CHRI is restricted to authorized personnel. Authorized personnel is defined as an individual or group of individuals, appropriately vetted through a national fingerprint-based record check and granted access to CJI data. Agencies, including school districts, located within states with legislation authorizing or requiring civil fingerprint-based background checks for personnel with access to CHRI for the purposes of licensing or employment shall submit a fingerprint-based record check within 30 days of employment or assignment on all personnel

**Security Check/Fingerprinting – Criminal History Record Information (CHRI) (Proper Access, Use and Dissemination Procedures), continued**

with those who have direct access to CJI, those who have direct responsibility to configure and maintain computer systems and networks with direct access to CJI, and any persons with access to physically secure locations or controlled areas containing CJI.

**Security Awareness Training**

Basic security awareness training is required, within six months of initial assignment, and biennially thereafter, for all personnel with access to CJI.

**Physical Security**

A “physically secure location” is a facility or an area, room, or group of rooms within a facility with sufficient physical and personnel security controls to protect the FBI CJI and associated information systems. The perimeter of the physically secure location shall be prominently posted and separated from non-secure locations by physical controls.

Only authorized personnel shall access physically secure non-public locations. The District will maintain a current list of authorized personnel. All physical access points into the District’s secure areas will be authorized before granting access. The District will implement access controls and monitor physically secure areas to protect all transmission and display mediums of CJI. Authorized personnel will take necessary steps to prevent and protect the District from physical, logical and electronic breaches.

**Media Protection**

Controls shall be in place to protect electronic and physical media containing CJI while at rest, stored, or actively being accessed. “Electronic media” includes memory devices in laptops and computers (hard drives) and any removable, transportable digital memory media, such as magnetic tape or disk, backup medium, optical disk, flash drives, external hard drives, or digital memory card. “Physical media” includes printed documents and imagery that contain CJI.

The District shall securely store electronic and physical media within physically secure locations or controlled areas. The District restricts access to electronic and physical media to authorized individuals. If physical and personnel restrictions are not feasible then the data shall be encrypted per Section 5.10.1.2.

**Media Transport**

Controls shall protect electronic and physical media containing CJI while in transport (physically moved from one location to another) to prevent inadvertent or inappropriate disclosure and use. The District shall protect and control electronic and physical media during transport outside of controlled areas and restrict the activities associated with transport of such media to authorized personnel.

**Media Sanitization and Disposal**

When no longer usable, hard drives, diskettes, tape cartridges, CDs, ribbons, hard copies, print-outs, and other similar items used to process, store and/or transmit FBI CJI shall be properly disposed of in accordance with measures established by the District.

**Security Check/Fingerprinting – Criminal History Record Information (CHRI) (Proper Access, Use and Dissemination Procedures), continued**

One of the following methods shall dispose of physical media (printouts and other physical media):

1. Shredding using District issued shredders;
2. Placed in locked shredding bins for private contractor to come on-site and shred, witnessed by District personnel throughout the entire process;
3. Incineration using District incinerators or witnessed by District personnel onsite at District or at contractor incineration site, if conducted by non-authorized personnel.

Electronic media (hard-drives, tape cartridge, CDs, printer ribbons, flash drives, printer and copier hard-drives, etc.) shall be disposed of by one of the following District methods:

1. *Overwriting* (at least 3 times) – an effective method of clearing data from magnetic media. Overwriting uses a program to write (1's, 0's, or a combination of both) onto the location of the media where the file to be sanitized is located.
2. *Degaussing* – a method to magnetically erase data from magnetic media. Two types of degaussing exist: strong magnets and electric degausses. Common magnets are weak and shall not be used to degauss magnetic media.
3. *Destruction* – a method of destroying magnetic media. Destruction of magnetic media is to physically dismantle by methods of crushing, disassembling, etc., ensuring that the platters have been physically destroyed so that no data can be pulled.

IT systems that have been used to process, store, or transmit FBI CJI and/or sensitive and classified information shall not be released from the District's control until the equipment has been sanitized and all stored information has been cleared using one of the above methods.

**Account Management**

The District shall manage information system accounts, including establishing, activating, modifying, reviewing, disabling, and removing accounts. The District shall validate information system accounts at least annually and shall document the validation process.

All accounts shall be reviewed at least annually by the designated CJIS point of contact (POC) or his/her designee to ensure that access and account privileges are commensurate with job functions, need-to-know, and employment status on systems that contain Criminal Justice Information. The POC may also conduct periodic reviews.

**Remote Access**

The District shall authorize, monitor, and control all methods of remote access to the information systems that can access, process, transmit, and/or store FBI CJI. Remote access is any temporary access to the District's information system by a user (or an information system) communicating temporarily through an external, non-District controlled network (e.g., the Internet).

The District shall employ automated mechanisms to facilitate the monitoring and control of remote access methods. The District shall control all remote accesses through managed access control points. The District may permit remote access for privileged functions only for compelling operational needs, but shall document the rationale for such access in the security plan for the information system.

**Security Check/Fingerprinting – Criminal History Record Information (CHRI) (Proper Access, Use and Dissemination Procedures), continued**

Utilizing publicly accessible computers to access, process, store or transmit CJI is prohibited. Publicly accessible computers include but are not limited to hotel business center computers, convention center computers, public library computers, public kiosk computers, etc.

**Personally Owned Information Systems**

A personally owned information system is not authorized to access, process, store or transmit CJI unless the District has established and documented the specific terms and conditions for personally owned information system usage. A personal device includes any portable technology like camera, USB flash drives, USB thumb drives, DVDs, CDs, air cards and mobile wireless devices such as Androids, Blackberry OS, Apple iOS, Windows Mobile, Symbian, tablets, laptops or any personal desktop computer.

**Reporting Information Security Events**

The District shall promptly report incident information to appropriate authorities to include the state CSA or SIB's Information Security Officer (ISO). Information security events and weaknesses associated with information systems shall be communicated to allow for timely corrective action to be taken. Formal event reporting and escalation procedures shall be in place. Wherever feasible, the District shall employ automated mechanisms to assist in the reporting of security incidents. All employees, contractors and third party users shall be made aware of the procedures for reporting the different types of event and weakness that might have an impact on the security of agency assets and are required to report any information security events and weaknesses as quickly as possible to the designated point of contact.

**Policy Violation/Misuse Notification**

Violation of any of the requirements contained in this CJIS Security Policy or Title 28, Part 20, CFR, by any authorized personnel will result in suitable disciplinary action, up to and including loss of access privileges, civil and criminal prosecution and/or termination.

Likewise, violation of any of the requirements contained in the CJIS Security Policy or Title 28, Part 20, CFR, by any visitor can result in similar disciplinary action against the sponsoring employee, and can result in termination of services with any associated consulting organization or prosecution in the case of criminal activity.

**Legal Reference:**

- Connecticut General Statutes
- 10-221d Criminal history records checks of school personnel. Fingerprinting. Termination or dismissed. (as amended by PA 01-173, PA 04-181 and June 19 Special Session, PA 09-1, PA 11-93 and PA 16-67)
- 29-17a Criminal history checks. Procedure. Fees.
- PA 16-67 An Act Concerning the Disclosure of Certain Education Personnel Records
- Criminal Justice Information Services (CJIS) Security Policy, Version 5.4, U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Division, October 6, 2015.
- CJIS Security Policy
- Title 28 C.F.R. Part 20

**Discipline/Student Conduct Policy*****STUDENT CONDUCT***

It is a privilege to be a part of the Waterbury School System. We expect all students to observe the basic rules for maintaining order and decorum while in the educational environment. The adherence to the rules and expectations will encourage the development of good citizenship skills throughout the lives of our students. The Waterbury School System will provide opportunities for all students to maximize their skills and talents in an atmosphere where teaching and learning flourish under the never-wavering belief that all students can be exemplary. The articles and behavioral expectations are set forth for all members of the Waterbury School System.

**These expectations include:**

- Norms, values, and expectations that support people feeling socially, emotionally, physically and intellectually safe
- Members of the school community are engaged and respected
- Students, families and educators work together to develop, live and contribute to a shared school vision
- Educators model and nurture attitudes that emphasize the benefits and satisfaction gained from learning
- Each person contributes to the operations of the school and the care of its social, emotional, intellectual and physical environment

*National School Climate Standards*

The Waterbury Public School System is committed to providing the best possible education in the best possible environment for all of its students in an effort to fulfill this commitment, the Waterbury Public Schools have integrated the Positive Behavioral Interventions and Support (PBIS) program as a framework to further develop positive school climates and positive relationships throughout the district. PBIS reinforces the National School Climate Standards.

The Board of Education supports the utilization of progressive discipline approach that utilizes a continuum of interventions, supports and consequences that address inappropriate student behavior and to build upon strategies that promote positive behaviors and in the case of inappropriate behavior, disciplinary measures shall be applied within a framework that shifts the focus from one that is solely punitive to a focus that is both corrective and supportive. Progressive discipline must take into account the individual needs of the student by showing sensitivity to diversity, cultural needs, and special education needs.

The development of good discipline practices is the concern of all persons involved in the education of youth. To this end, thoughtful and patient effort is required in order to reach pupils in a way which will help and guide them in achieving self-discipline. Such measures may involve, but are not limited to interventions, restorative measures, removal, suspension, or expulsion. Whatever measure is employed, it must always be fair, dignified, and consistent.

Inquiries and complaints concerning the applicability of the aforementioned laws and regulations may be referred to:

## Discipline/Student Conduct Policy, continued

### Legal Reference:

#### Connecticut General Statutes

4-177 through 4-180. Contested Cases. Notice. Record.

10-233a through 10-233f Suspension, removal and expulsion of students, as amended by PA 95-304, PA 96-244, PA 98-139, PA 07-66, PA 07-122, PA 08-160, PA 09-82, PA 09-6 (September Special Session), PA 10-111, PA 14-229 and PA 15-96

21a-240(9) Definitions.

53a-3 Definitions.

PA 94-221 An Act Concerning School Discipline and Security.

PA 95-304 An Act Concerning, School Safety

PA 15-96 An Act Concerning Out-of-School Suspensions and Expulsions for Students in Preschool and Grades Kindergarten to Two

GOALS 2000: Educate America Act, Pub. L. 103-227.

18 U.S.C. 921 Definitions.

Title III - Amendments to the Individuals with Disabilities Act Sec. 314

Elementary and Secondary Schools Act of 1968, as amended by the Gun Free Schools Act of 1994

PL 105-17 The Individuals with Disabilities Act, Amendments of 1997

20 U.S.C. Section 7114, No Child Left Behind Act

Policy adopted by the Waterbury Board of Education on July 26, 2012, revised on December 18, 2014,  
revised on November 18, 2015, revised on May 5, 2016, and revised on **DRAFT**

#14g

## Homeless Students Policy

Children who meet the Federal definition of “homeless” will be provided a free and appropriate public education in the same manner as all other students of the District and will not be stigmatized or segregated on the basis of their status as homeless. No homeless student will be denied enrollment based on lack of proof of residency **or due to barriers such as fines, fees and absences.** No Board policy, administrative guideline, or practice will be interpreted or applied in such a way as to inhibit the enrollment, attendance, or school success of homeless children.

Homeless students will be provided services comparable to other students in the District in compliance with federal and state law. **Access to District programs include public preschool programs administered by the District.**

The Superintendent will appoint a Liaison for Homeless Children who will perform the duties as assigned by the Superintendent **and detailed in the administrative regulation accompanying this policy.** Additionally, the Liaison will coordinate and collaborate with the State Coordinator for the Education of Homeless Children and Youth as well as with community and school personnel responsible for the provision of education and related services to homeless children and youths.

The school district of residence is responsible to determine the placement which is in the best interest of the child or youth, and shall give consideration to a request made by the parents, the youth, or other representative of the homeless student regarding school selection. If it is not in the best interest of the child to stay in the school of origin, the school district must give to the parent of the homeless student or the unaccompanied youth in writing reasons for not allowing the student to remain in the school of origin. In addition, the appeal process must be clearly explained and defined. The school of origin is the school that the child or youth attended when permanently housed or the school in which the child was last enrolled. The school district of residence is the school district in which the student resided prior to becoming homeless.

(cf. 5118.1(b) – Homeless Students Regulations)  
(cf. 5118.1/Appendix A – Dispute Resolution Form)

Legal Reference:

Connecticut General Statutes

- 10-253(e) School privileges for children in certain placements, non-resident children and children in temporary shelters.
- 17a-101 Protection of children from abuse. Reports required of certain professional persons. When child may be removed from surrounding without court order.
- 17a-102 Report of danger of abuse.
- 17a-103 Reports by others.
- 17a-106 Cooperation in relation to prevention, identification and treatment of child abuse and neglect.
- 46b-120 Definitions.
- McKinney-Vento Homeless Assistance Act, (PL 107-110-Sec 1032) 42 U.S.C. §11431-11435, as amended by the ESSA, P.L. 114-95  
Federal Register: McKinney-Vento Education for Homeless Children and Youths Program, Vol. 81, No. 52, 3/17/2016.
- Federal Family Educational Rights and Privacy Act of 1974 (section 438 of the General Education Provisions Act, as amended, added by section 513 of P.L. 93-568, codified at 20 U.S.C. 1232g.)
- Dept. of Educ. 34 C.F.R. Part 99 (May 9, 1980 45 FR 30802) regs. Implementing FERPA enacted as part of 438 of General Educ. Provisions Act (20 U.S.C. 1232g) parent and student privacy and other rights with respect to educational records, as amended 11/21/96, and Final Rule 34 CFR Part 99, December 9, 2008, December 2, 2011.

Policy adopted by the Waterbury Board of Education on September 6, 2012, revised on June 4, 2015 and revised on **DRAFT**



#14h

Revised

5/35

**Students****POLICY**

For the purpose of determining high school athletic eligibility, the following shall be considered "additional" to those required by the CIAC Board of Control (Appendix B)

**Student-Athlete Eligibility Checklist – High School**

1. ( ) Enrolled in **no less than** four full-time courses (CIAC Rule 1.B.).
2. ( ) Passing in **no less than** four full-time courses (CIAC Rule 1.B.).
3. ( ) Maintained a **numeric grade average of 70 or higher OR a 1.67 GPA** during the marking period preceding and during the student's participation (see conversion table attached). Changes in a student's academic eligibility status commence on the date of district report card distribution. **Exception: Grade 9 Fall Sports only.**
4. ( ) **Fall Sports:** Earned **no less than** four credits toward graduation in the preceding school year (CIAC Rule 1.A.).
5. ( ) Is an enrolled student in the school for which playing (CIAC Rule II.A.).
6. ( ) Has never dropped out of school (CIAC Rule II.A.).
7. ( ) Has not changed schools without parents moving to another school district or school service area (CIAC Rule II.C. - see exceptions).
8. ( ) Has not attended more than eight (8) consecutive semesters or four (4) consecutive years of school after entering grade nine (CIAC Rule II.B. and specific exceptions as stated therein apply).\*
9. ( ) Has not turned **20 years of age during the season in which he/she is playing (end of season date is state finals)** (CIAC Rule II.B.).
10. ( ) Has not played or practiced a sport with another team during the high school season for the same sport (CIAC Rule II.E.).
11. ( ) Has not been on more than one school team in the same season nor represented more than one school in the same season at the same time (CIAC Rule II.D.).
12. ( ) Has not received a salary or personal economic gain for playing the sport or competed under an assumed name (CIAC Rule II.F.).
13. ( ) Is not a member of a school team of the opposite gender (boy on a girl's team) (CIAC Rule IV.F.).
14. ( ) Has not been recruited to attend **his/her** high school for athletic purposes (CIAC Rule IV.C.).
15. ( ) Is a foreign exchange student registered with the Council on Standards for International Educational Travel (CSIET) (CIAC Rule II.C.4).
16. ( ) Is complying with all additional CIAC and school athletic regulations.
17. ( ) Every athlete who participates in any tryout, practice, or contest must first be determined physically fit through an annual, written pre-participation medical evaluation conducted by a licensed medical professional. The Waterbury Public Schools **provides** opportunities to lessen the financial impact to families of student/athletes **requiring** this service.

\* A student has eight (8) consecutive semesters or four (4) consecutive years of eligibility from the date of entry into the ninth grade to be eligible for interscholastic competition. Date of entry is defined as the first date of enrollment as a grade 9 student taking four (4) or more high school subjects. (1) Students who are not eligible or elect to not participate do not preserve additional semesters for use at a later time. That is, there is no fifth year of eligibility per se.

*NOTE: The use of this checklist does not absolve the athlete of the responsibility of checking eligibility against the complete rules and regulations contained in the document entitled "Rules of Eligibility and Control for Boys and Girls High School Athletics in Connecticut", effective **July 1, 2016**.*

STUDENTS MUST NOT DETERMINE THEIR ELIGIBILITY. THIS IS THE RESPONSIBILITY OF THE SCHOOL. This checklist is for the coach, athletic director, principal, assistant principal, guidance counselor or athlete to enable him/her to become aware of the CIAC **and WPS** rules of eligibility.



**WATERBURY PUBLIC SCHOOLS**  
**DEPARTMENT OF HEALTH AND PHYSICAL EDUCATION**

*Joseph R. Gorman – Supervisor* (203) 574-6061 email: [jgorman@waterburyk12.ct.us](mailto:jgorman@waterburyk12.ct.us)

**GPA Conversion Scale for Athletic Eligibility**

This table is utilized for the sole purpose of determining eligibility for students to Participate in *Waterbury High School Athletics*

**(Based on Academic Core Scale)**

Grade	GPA	Grade	GPA	Grade	GPA	Grade	GPA
100	4.33	89	3.33	79	2.33	69	1.33
99	4.33	88	3.33	78	2.33	68	1.33
98	4.33	87	3.33	77	2.33	67	1.33
97	4.0	86	3.0	76	2.0	66	1.0
96	4.0	85	3.0	75	2.0	65	1.0
95	4.0	84	3.0	74	2.0		
94	4.0	83	3.0	73	2.0		
93	3.67	82	2.67	72	1.67		
92	3.67	81	2.67	71	1.67		
91	3.67	80	2.67	70	1.67		
90	3.67						

\*all grades rounded off to the nearest **one hundredth**

**Eligibility Calculations – Examples**

*In order to be eligible to play, a given student must maintain a **minimum 1.67** Grade Point Average (GPA) and/or a **70+ numeric average** in the marking period immediately preceding, and during, the student's participation. Changes to a student's academic eligibility status commence on the date of district report card distribution.\**

**Example #1**

**KHS Student X**

	#	GPA
Algebra I	73	2.0
World Civ. I	81	2.67
English I	62	0.0
Spanish I	71	2.0
Earth Science	55	0.0
Art I	87	3.33
Health & Cond.	82	2.67

Total 511 12.67  
 Average 73.0\* 1.81\*

\*Eligible to play by virtue of **70.0 + avg. and 1.81 GPA**

**Example #2**

**WHS Student Y**

	#	GPA
Geometry	72	1.67
US History	81	2.67
English II	60	0.0
Chemistry	25	0.0
Keyboarding	81	2.67
Art II	81	2.67
Concert Band	81	2.67

Total 481 12.35  
 Average 68.7 1.76\*

\*Eligible to play by virtue of **1.76 GPA**

**Example #3**

**WCA Student Z**

	#	GPA
Algebra II	70	1.67
US History	80	2.67
English III	60	0.0
Biology	70	1.67
Italian II	55	0.0
Marketing	80	2.67
Chorus	70	1.67

Total 485 10.35  
 Average 69.3\* 1.48\*

\*Ineligible to play by virtue of substandard GPA **and** <70.0 avg.

\* Exception to academic eligibility requirement: Grade 9 Fall Sports only.

*In the event that a student is deemed academically ineligible to play, coaches may elect, at their discretion, to require the student-athlete to continue to attend and/or participate in practices with the team while ineligible to compete in game play. Coaches may elect to accommodate a student in such a manner for up to one (1) full marking period, maximum. Changes to a student's academic eligibility status will be determined for all students on the date that report cards are distributed or on the fourteenth calendar day following the end of the marking period, whichever comes first, per CIAC Board of Control policy.*

Summer School passing grades may be used to satisfy the four (4) passing subject areas pursuant to CIAC regulation 1.B.

Equivalent passing grades for any/all summer school courses shall be computed as the equivalent of a seventy (70) and commensurate 1.67 GPA solely for the purpose of determining athletic eligibility.

Equivalent passing grades for any/all district-approved online courses shall be computed as the actual numeric grade earned online, and the corresponding GPA conversion calculation awarded the student for the purposes of determining athletic eligibility.

Enforcement of compliance with the policy subsequent to July 1, 2016 is a directive from the Superintendent that is backed by her full authority.

Non-compliance with the policy is subject to disciplinary action(s) from the Superintendent, and may also be subject to a full range of CIAC sanctions, including forfeiture, suspension and fines as enumerated in the "Rules of Eligibility and Control for Boys and Girls High School Athletics in Connecticut", effective July 1, 2006.

#### Unified Sports

For the purposes of determining the eligibility of either a student with intellectual disabilities AND their non-disabled partners, the WPS High School academic eligibility provisions will NOT apply – the sole considerations for partnering disabled and non-disabled peers will be those articulated by the CIAC Board of Control (appendix A) and those determined, in the best collective judgement of the school faculty and staff, regarding the overall suitability of such personalized partnerships on a sport-by-sport basis.

#### CIAC Eligibility Checklist for participation in Unified Sports:

- General Statement of Eligibility – Every person with intellectual disabilities who is at least five years of age is eligible to participate in Unified Sports.
- A student who has a special education identification of intellectually disabled can participate in the CIAC-sanctioned Unified Sports program prior to reaching his/her 22nd birthday. This student must be enrolled in a CAS-CIAC member school with a documented individual educational program approved by the pupil placement team at such school.
- The minimum age requirement for participation in Unified Sports is five (5) years of age.
- Degree of Disability – Participation in Unified Sports training and competition is open to all persons with intellectual disabilities who meet the age requirement of this Section, regardless of the level or degree of that person's disability, and whether or not that person also has other mental or physical disabilities, so long as that person registers to participate in Unified Sports as required by these General Rules.
- Identifying Persons with Intellectual Disabilities – A person is considered to have intellectual disabilities for purposes of determining his or her eligibility to participate in Unified Sports if that person satisfies any one of the following requirements:
  - The person has been identified by an agency or professional as having intellectual disabilities as determined by their localities; or
  - The person has a cognitive delay, as determined by standardized measures such as intelligent quotient or "IQ" testing or other measures which are generally accepted within the professional community in that accredited program's nation as being a reliable measurement of the existence of a cognitive delay; or
  - The person has a closely related developmental disability. A "closely related developmental disability" means having functional limitations in both general learning (such as IQ) and in adaptive skills (such as in recreation, work, independent living, self-direction, or self-care). However, persons whose functional limitations are based solely on

a physical, behavioral, or emotional disability, or a specific learning or sensory disability, are not eligible to participate as Special Olympic athletes, but may be eligible to volunteer for Unified Sports.

### UNIFIED PARTNER ELIGIBILITY

#### **Definition**

Special Olympics Unified Sports is a program that combines approximately equal numbers of Special Olympics athletes and athletes without intellectual disabilities (partners) on sports teams for training and competition. Age and ability matching of athletes and partners is specifically defined on a sport-by-sport basis.

#### **Partner Eligibility**

Though the above definition allows for partners with disabilities other than intellectual disabilities, Unified Sports was developed to provide Special Olympics athletes with the choice of a sports program that brings about meaningful inclusion with their non-disabled peers.

The spirit of Unified Sports intends to introduce opportunities to those Special Partners who do not qualify/play at a varsity or junior varsity level to participate on a Unified Sports team. However, Unified Sports programs would be remiss if we did not allow all non-intellectually disabled (ID) students to qualify as Special Partners. Further options would allow a Special Partner to participate on a Unified Sports team as a practice only partner, assistant coach, or a one-on-one aide. A varsity or junior varsity athlete may compete as a Special Partner in any Unified Sports sport season that is a different sport season than the varsity or junior varsity athlete is qualified in.

Adopted by the Board of Education on 12/18/06 and revised on 02/26/07 and 04/30/07 - effective 07/01/07

**and**



***Students***

**POLICY**

**Student-Athlete Eligibility Checklist - Middle School**

1. ( ) Passing in no less than **five combined Academic and Unified Arts** courses.
2. ( ) Maintained a numerical average of 70.0 or higher **OR** a **1.67** GPA during the marking period preceding and during the student's participation (see conversion table attached). Changes in a student's academic eligibility status commence on the date of district report card distribution.
3. ( ) Is an enrolled student in the school for which playing, or within its district while attending a public school of choice.
4. ( ) Has not changed schools without parents moving within the district or school service area.
5. ( ) Has not played more than two (2) seasons of the same sport after entering grade eight.
6. ( ) Has not turned 16 years of age before July 1 **preceding the** school year.
7. ( ) Has not been on more than one school team in the same season nor represented more than one school during the same season at the same time.
8. ( ) Has not received a salary or personal economic gain for playing the sport or competed under an assumed name.
9. ( ) Has not been recruited to attend this middle school solely for athletic purposes.
10. ( ) Is complying with all additional school rules and regulations.
11. ( ) Every athlete who participates in any tryout, practice, or contest must first be determined physically fit through an annual, written pre-participation medical evaluation conducted by a licensed medical professional. The Waterbury Public Schools **provides** opportunities to lessen the financial impact to families of student/athletes **requiring** this service.

**STUDENTS MUST NOT DETERMINE THEIR ELIGIBILITY. THIS IS THE RESPONSIBILITY OF THE SCHOOL. This checklist is for the Coach, Athletic Director, Building Principal, House Principal, and/or Guidance Counselor to enable him/her to become aware of the rules of eligibility.**

  
**WATERBURY PUBLIC SCHOOLS**  
**DEPARTMENT OF HEALTH AND PHYSICAL EDUCATION**

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**GPA Conversion Scale for Athletic Eligibility**

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Grade	GPA		Grade	GPA		Grade	GPA		Grade	GPA
100	4.33		89	3.33		79	2.33		69	1.33
99	4.33		88	3.33		78	2.33		68	1.33
98	4.33		87	3.33		77	2.33		67	1.33
97	4.0		86	3.0		76	2.0		66	1.0
96	4.0		85	3.0		75	2.0		65	1.0
95	4.0		84	3.0		74	2.0			
94	4.0		83	3.0		73	2.0			
93	3.67		82	2.67		72	1.67			
92	3.67		81	2.67		71	1.67			
91	3.67		80	2.67		70	1.67			
90	3.67									

\*all grades rounded off to the nearest **one hundredth**

**Eligibility Calculations – Examples**

**#1: WSMS Student X**

	<u>N</u>	<u>GPA</u>
Math	73	2.0
Social Studies	81	2.67
Language Arts	66	1.0
Reading	66	1.0
Science	50	0.0
Art	73	2.0
Phys Ed.	92	3.67
Life Mgmt.	50	0.0
General Music	80	2.67
Numeracy	70	1.67

Total            701    **16.68**  
Average          70.1\*    **1.67\***

\*Eligible to play by passing  
5+ classes, 70+ average **AND**  
1.67 GPA

**#2: NEMS Student Y**

	<u>N</u>	<u>GPA</u>
Math	70	1.67
Social Studies	81	2.67
Language Arts	71	1.67
Reading	81	2.67
Science	41	0.0
Art	91	3.67
Phys. Ed.	70	1.67
Life Mgmt.	80	2.67
Chorus	65	1.67
Numeracy	46	0.0

Total            696    **18.36**  
Average          69.6    **1.84\***

\*Eligible to play by passing  
5+ classes **AND** 1.84 GPA  
only

**#3: WMS Student Z**

	<u>N</u>	<u>GPA</u>
Math	60	0.0
Social Studies	82	2.67
Language Arts	60	0.0
Reading	71	1.67
Science	45	0.0
Art	74	2.0
Phys. Ed.	83	2.67
Life Mgmt.	68	1.33
Band	82	2.67
Numeracy	65	1.0

Total            688    **14.01**  
Average          **68.8**    **1.40**

**INELIGIBLE TO PLAY**  
**Did pass 5 classes, but earned**  
**<70 avg. and < 1.67 GPA**

*In the event that a student is deemed academically ineligible to play, coaches may elect, at their discretion, to require the student-athlete to continue to attend and/or participate in practices with the team while ineligible to compete in game play. Coaches may elect to accommodate a student in such a manner for up to one (1) full marking period, maximum. **Changes to a student's academic eligibility status will be determined for all students on the date that report cards are distributed or on the fourteenth calendar day following the end of the marking period, whichever comes first, per CIAC Board of Control policy.***

Summer School passing grades may be used to satisfy the five (5) passing subject areas pursuant to CIAC regulation 1.B.

**Equivalent passing grades for any/all summer school courses shall be computed as the equivalent of a seventy (70) and commensurate 1.67 GPA solely for the purpose of determining athletic eligibility.**

Equivalent passing grades for any/all district-approved online courses shall be computed as the actual numeric grade earned online, and the corresponding GPA conversion calculation awarded the student for the purposes of determining athletic eligibility.

Enforcement of compliance with the policy subsequent to July 1, 2016 is a directive from the Superintendent that is backed by her full authority.

#### Unified Sports

**For the purposes of determining the eligibility of either a student with intellectual disabilities AND their non-disabled partners, the WPS Middle School academic eligibility provisions will NOT apply – the sole considerations for partnering disabled and non-disabled peers will be those articulated by the CIAC Board of Control (appendix A) and those determined, in the best collective judgement of the school faculty and staff, regarding the overall suitability of such personalized partnerships on a sport-by-sport basis.**

#### CIAC Eligibility Checklist for participation in Unified Sports:

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- A student who has a special education identification of intellectually disabled can participate in the CIAC-sanctioned Unified Sports program prior to reaching his/her 22nd birthday. This student must be enrolled in a CAS-CIAC member school with a documented individual educational program approved by the pupil placement team at such school.**
- The minimum age requirement for participation in Unified Sports is five (5) years of age.**
- Degree of Disability – Participation in Unified Sports training and competition is open to all persons with intellectual disabilities who meet the age requirement of this Section, regardless of the level or degree of that person's disability, and whether or not that person also has other mental or physical disabilities, so long as that person registers to participate in Unified Sports as required by these General Rules.**
- Identifying Persons with Intellectual Disabilities – A person is considered to have intellectual disabilities for purposes of determining his or her eligibility to participate in Unified Sports if that person satisfies any one of the following requirements:**
  - The person has been identified by an agency or professional as having intellectual disabilities as determined by their localities; or**
  - The person has a cognitive delay, as determined by standardized measures such as intelligent quotient or "IQ" testing or other measures which are generally accepted within the professional community in that accredited program's nation as being a reliable measurement of the existence of a cognitive delay; or**
  - The person has a closely related developmental disability. A "closely related developmental disability" means having functional limitations in both general learning (such as IQ) and in adaptive skills (such as in recreation, work, independent living, self-direction, or self-care). However, persons whose functional limitations are based solely on a physical, behavioral, or emotional disability, or a specific learning or sensory disability, are not eligible to participate as Special Olympic athletes, but may be eligible to volunteer for Unified Sports.**

## UNIFIED PARTNER ELIGIBILITY

### **Definition**

Special Olympics Unified Sports is a program that combines approximately equal numbers of Special Olympics athletes and athletes without intellectual disabilities (partners) on sports teams for training and competition. Age and ability matching of athletes and partners is specifically defined on a sport-by-sport basis.

### **Partner Eligibility**

Though the above definition allows for partners with disabilities other than intellectual disabilities, Unified Sports was developed to provide Special Olympics athletes with the choice of a sports program that brings about meaningful inclusion with their non-disabled peers.

The spirit of Unified Sports intends to introduce opportunities to those Special Partners who do not qualify/play at a varsity or junior varsity level to participate on a Unified Sports team. However, Unified Sports programs would be remiss if we did not allow all non-intellectually disabled (ID) students to qualify as Special Partners. Further options would allow a Special Partner to participate on a Unified Sports team as a practice only partner, assistant coach, or a one-on-one aide. A varsity or junior varsity athlete may compete as a Special Partner in any Unified Sports sport season that is a different sport season than the varsity or junior varsity athlete is qualified in.

Adopted by the Board of Education on December 18, 2006 to become effective July 1, 2007  
corrections/clarifications made 04/30/09

**Administration of Medications Policy, continued**

5. provide appropriate follow-up to ensure the administration of medication plan results in desired student outcomes.
  6. provide consultation by telephone. In the absence of the School Nurse, the School Medical Advisor, or Nursing Administrator may provide this consultation.
- (b) Implementation of policies and procedures regarding receipt, storage, and administration of medications.
  - (c) Periodic review of all documentation pertaining to the administration of medications for students.
  - (d) Work site observation of medication administration by authorized school personnel to ensure competency.
  - (e) Periodic review as needed with authorized school personnel regarding the needs of any student receiving medication.

**Administration of Anti-Epileptic Medications to Students**

With the written authorization of a student's parent/guardian, and pursuant to the written order of a physician, a school nurse (and a school medical advisor, if any), shall select and provide general supervision to a qualified school employee, who voluntarily agrees to serve as a qualified school employee, to administer anti-epileptic medication, including by rectal syringe, to a specific student with a medically diagnosed epileptic condition that requires prompt treatment in accordance with the student's individual seizure action plan. Such authorization is limited to situations when the school nurse is absent or unavailable. No qualified school employee shall administer such medication unless he/she annually completes the training program developed by the State Department of Education, in consultation with the School Nurse Advisory Council.

In addition the school nurse (and school medical advisor, if any), shall attest, in writing, that such qualified school employee has completed the required training. The qualified school employee shall also receive monthly reviews by the school nurse to confirm his/her competency to administer anti-epileptic medication. For purposes of the administration of anti-epileptic medication, a "qualified school employee" means a principal, teacher, licensed athletic trainer, licensed physical or occupational therapist employed by the District, coach or school paraprofessional.

**Coaches and Licensed Trainers**

During intramural and interscholastic athletic events, a coach or licensed athletic trainer may administer medication for select students for whom self-administration plans are not viable options as determined by the school nurse for (1) inhalant medications prescribed to treat respiratory conditions; (2) medication administered with a cartridge injector for students with a medically diagnosed allergic condition which may require prompt treatment to protect the student against serious harm or death and (3) glucagon injections, provided the following requirements have been met.



Administration of Medications Policy, continued

- (aa) "Supervision" means the overseeing of the process of medication administration in a school.
- (bb) "Teacher" means a professional employee below the rank of superintendent, employed by a Board of Education in a position requiring a certificate issued by the State Board of Education in accordance with Section 10-151, Connecticut General Statutes; or, employed as a teacher by the parochial /private school system.

Legal Reference:

Connecticut General Statutes

10-206 Health Assessment

10-212 School nurses and nurse practitioners. Administration of medications by parents or guardians on school grounds. Criminal history; records check.

10-212a Administration of medications in schools. (as amended by PA 99-2, and June Special Session and PA 03-211, PA 04-181, PA 07-241, PA 07-252, PA 09-155, PA 12-198, PA 14-176 and PA 15-215)

10-220j Blood glucose self-testing by children. Guidelines. (as amended by PA 12-198)

19a-900 Use of cartridge injector by staff member of before- or after-school program, day camp or day care facility.

21a-240 Definitions

29-17a Criminal history checks. Procedure. Fees.

52-557b Immunity from liability for emergency medical assistance first aid or medication by injection. School personnel not required to administer or render. (as amended by PA 05-144, An Act Concerning the Emergency Use of Cartridge Injectors)

Connecticut Regulations of State Agencies 10-212a-1 through 10-212a-10, inclusive, as amended.

Code of Federal Regulations: Title 21 Part 1307.2

20-12d Medical functions performed by physician assistants. Prescription authority.

20-94a Licensure as advanced practice registered nurse.

PA 07-241 An Act Concerning Minor Changes to the Education Statutes.

29-17a Criminal history checks. Procedure. Fees.

Policy adopted by the Waterbury Board of Education on September 6, 2012,  
revised on November 6, 2014, October 15, 2015, and **DRAFT**

#14j

Reporting of Child Abuse and Neglect, continued

The Board will not employ an individual who was terminated or resigned, if he or she (1) failed to report the suspicion of such crimes when required to do so or (2) intentionally and unreasonably interfered with or prevented a mandated reporter from carrying out this obligation or conspired or attempted to do so. This applies whether or not an allegation of abuse, neglect or sexual assault has been substantiated.

Legal Reference: Connecticut General Statutes

- 10-220a Inservice training. Professional development committees. Institutes for educators. Cooperating teacher program, regulations (as amended by PA 11-93)
- 10-221d Criminal history records check of school personnel. Fingerprinting. Termination or dismissal (as amended by PA 11-93)
- 17a-28 Definitions. Confidentiality of and access to records; exceptions. Procedure for aggrieved persons. Regulations (as amended by PA 11-93 and PA 14-186)
- 17a-101 Protection of children from abuse. Reports required of certain professional persons. When child may be removed from surroundings without court order. (as amended by PA 96-246, PA 00-220, PA 02-106, PA 03-168, PA 09-242, PA 11-93 and PA 15-205)
- 17a-101a Report of abuse or neglect by mandated reporters. (as amended by PA 02-106, PA 11-93, and PA 15-205)
- 17a-102 Report of danger of abuse. (as amended by PA 02-106)
- 17a-106 Cooperation in relation to prevention, identification and treatment of child abuse/neglect. 10-151 Teacher Tenure Act.
- P.A. 11-93 An Act Concerning the Response of School Districts and the Departments of Education and Children and Families to Reports of Child Abuse and Neglect and the Identification of Foster Children in a School District.
- P.A. 15-205 An Act Protecting School Children.
- P.A. 14-186 An Act Concerning the Department of Children and Families and the Protection of Children.

## Instruction

6153(a)

### Field Trip Policy

The Waterbury Board of Education believes that well planned field trips are an extension of the instructional program and serve to make classroom instruction more meaningful and encourages schools to extend student learning through field trips. These planned field trips are especially enriching because our students may not otherwise have the opportunity for educational trips. In light of this premise, it is important to note that when schools plan a trip, consideration must be given to students who may not be able to afford payment for the trip. A concerted effort must be made to include all students through either fundraising payment efforts or soliciting donations. This concept should be paramount when trips are planned so that no student is excluded.

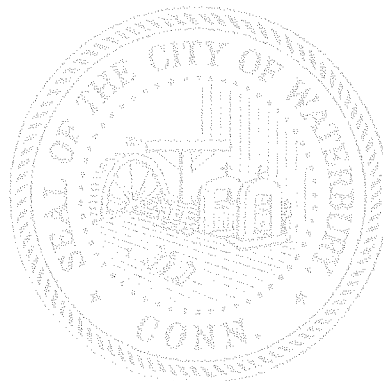
The development of such trips by its professional staff is encouraged provided it meets the criteria in items 1 through 12, as follows:

1. Each school building must establish a field trip committee to review all field trip requests to ascertain whether all of the criteria established for field trips are addressed.
2. A typed request for a field trip ("Request for Field Trip" form (dated \_\_\_\_\_) revised 05/17/12), along with a list of students attending, must be submitted to the Superintendent of Schools at least three (3) weeks prior to the date of the field trip for all in-state field trips and five (5) weeks for all out-of-state, **out-of-country**, and/or overnight field trips. Out-of-state and/or overnight field trips require **approval by the Chief Academic Officer** Board of Education approval; ~~therefore, the teacher making the request must be in attendance at the Board of Education Workshop when the field trip is on the agenda.~~ **Out-of-country field trips require Board of Education approval; therefore, the teacher making the request must be in attendance at the Board of Education Workshop when the field trip is on the agenda**
3. The field trip must be directly related to the curriculum at the particular grade level and the relationship must be stated in the purpose of the field trip, with a clear explanation for items 8 – 13 on the "Request for Field Trip" form.
4. Transportation carriers must have current Public Utilities Commission Permit to transport school children and drivers must be PUC licensed.

The Office of the School Business Administrator **Chief Financial Officer** shall maintain an official listing of transportation carriers with current PUC approval.

The principal requesting the field trip permission shall have the responsibility to insure that transportation carriers are included in the Business Office approved list.

Although not encouraged, if a private vehicle is used to transport students, the staff member involved must have the City of Waterbury included on their liability insurance coverage as named insured for this specific field trip in the amount of \$100,000.00/\$300,000.00.



## Field Trip Policy continued

5. The teacher shall accompany the class. In the event the nature of the trip requires additional supervision, said additional supervision shall be provided. There shall be one adult chaperone for every ten (10) students. At least fifty-percent (50%) of the chaperones must be someone other than a classroom teacher so as to avoid disruption to the classroom learning process.  
**Chaperones will be vetted according to Board of Education Policy.**
6. Except for an unusual film offering approved by the Superintendent, field trips to view commercial film productions shall not be approved.
7. Before submission to the Superintendent, the principal shall approve each field trip with approval by the school nurse as to students' medications and/or special accommodations.
8. Definite arrangements or reservations for field trips are contingent upon final approval. Teachers must check in advance on the status of the field trip request through their principal instead of assuming the trip has been approved.
9. The last day for all field trips **for the current academic year closes upon notice from the Superintendent of Schools** ~~10 days before the last day of school. Due to snow days, the last day will change accordingly.~~
10. Written parental permission must be obtained for each pupil prior to the field trip on the approved form ~~(Appendix #8-B)~~.
11. Field trip requests (including special events, i.e. proms) involving unusual circumstances including times or days other than regular school hours and days, may require specific permission of the Superintendent and the Board of Education.
12. Final approval of all field trips will be at the discretion of the Superintendent.

Field Trip RegulationsI. CLASSIFICATION OF FIELD TRIPS

- A. A field trip which is within the state and the normal school day will be granted or denied by the Superintendent of Schools or designee.
- B. ~~A field trip which will take students out of the state or which have students away from home overnight must be recommended by the Committee on School Activities and approved by the Board of Education. The teacher requesting and out-of-state and/or overnight field trip must be in attendance at the Board of Education Workshop when the field trip is on the agenda.~~  
**Board of Education approval shall be obtained before any plans or arrangements are made including collecting or committing any funds.**

A field trip which will take students out of the country must be recommended by the Committee on School Activities and approved by the Board of Education. The teacher requesting and out-of-country field trip must be in attendance at the Board of Education Workshop when the field trip is on the agenda. **Board of Education approval shall be obtained before any plans or arrangements are made including collecting or committing any funds.**

- C. Regardless of the destination of the field trip, if any funds are to be raised, a detailed explanation must be submitted on the request form. Additionally, if pertinent, an accounting of all expenditures and receipts for field trips must be submitted to the Office of the Superintendent of Schools within one month from the completion of the trip. If not done, further requests may be denied.

II. REQUESTS

- A. All requests for field trips must be submitted on the "Request for Field Trip" Form (\_\_\_\_\_ 05/17/12 revision). The form must be typed, fully completed, and a clear explanation (items 8 - 13) on how the field trip aligns with the curriculum must be listed.
- B. Field trip requests for within the state must be submitted to the Superintendent or designee at least three (3) weeks prior to the date of the field trip.
- C. Field trip requests for out-of-state and/or overnight must be submitted to the Superintendent or designee at least five (5) weeks prior to the date of the

field trip and approved by the Chief Academic Officer then will be forwarded to the Board of Education for their approval.

- D. Field trip requests for out-of-country must be submitted to the Superintendent or designee at least five (5) weeks prior to the date of the field trip and approved by the Chief Academic Officer. The Chief Academic Officer will then forward it to the Board of Education for their approval.

III. **MEDICATION ADMINISTRATION FOR FIELD TRIPS**

- A. All field trips requests must be signed off by the building nurse within the specified timelines. In addition to the nurse's approval, all names of students who require medication and/or special accommodations must be highlighted on the list of students attending.



Field Trip Regulations continued

- B. Medications will be administered to students who participate in field trips only with a signed medication authorization by the student's physician, parent/guardian permission, and medical advisor authorization.
- C. Teachers may administer medication after completion of medication training (within one year) provided by the school nurse or the parent/guardian of the student may administer medication.
- D. In the event the teacher or parent/guardian cannot provide medication to the student, the student will not participate in the field trip unless a written communication is received from the parent/guardian indicating the student may participate in the field trip without the prescribed medication. (This procedure will apply only to situations deemed "safe" by the school nurse/medical advisor). **See Exhibit #8-C.**
- E. If the parent/guardian insists on medication and attendance on field trip – the school system is obligated to develop a plan.
- F. **Day Trip:** Following notification to the school nurse of anticipated field trip, the students receiving medication during school hours will be identified by the school nurse who will confer with the classroom teacher to arrange for "pick-up" of necessary medication(s) and to formalize the administration procedure.
- G. **Extended Trip:** The above procedure with the exception of required "trip pack" preparation by a licensed pharmacist. (The school nurse can only provide a one day supply.)





# WATERBURY Public Schools

*Today's Students, Tomorrow's Leaders*

CENTRAL OFFICE: RECEIVED STAMP/INITIALED

## FIELD TRIP REQUEST FAX/EMAIL COVER SHEET

School Name:
Your Name:
Today's Date:
Date/s of Field Trip:
In State <input type="checkbox"/> Out of State <input type="checkbox"/> Out of Country <input type="checkbox"/>
Number of students:
Number of chaperones:
Nurse's Signature: <input type="checkbox"/>
Principal's Signature: <input type="checkbox"/>
Number of Pages Attached:

# REQUEST FOR FIELD TRIP

ALL FIELD TRIP FORMS MUST BE FAXED (203-574-8010) OR  
EMAILED TO THE SCHOOL'S INSTRUCTIONAL LEADERSHIP DIRECTOR.

ALL FIELD TRIPS REQUEST MUST INCLUDE THE APPROPRIATE COVER SHEET

OUT OF STATE or OUT OF COUNTRY – MUST BE RECEIVED FIVE (5) WEEKS PRIOR TO TRIP

IN STATE – MUST BE RECEIVED THREE (3) WEEKS PRIOR TO TRIP

*This request must be approved prior to collecting or committing  
any funds such as down payments or making definite arrangements.*

Date Submitted: \_\_\_\_\_ Name of Travel Agency (if applicable): \_\_\_\_\_

1) Requested by: \_\_\_\_\_  
Name of Staff Member School Grade level/Subject

2) How many students? \_\_\_\_\_

3) Name of destination/attraction: \_\_\_\_\_

4) City/State of destination: \_\_\_\_\_

5) Departure: \_\_\_\_\_  
Day Date Time

6) Return: \_\_\_\_\_  
Day Date Time

7) Is school in session during this field trip? \_\_\_\_\_

8) Transportation: Type/name of Approved PUC Carrier

9) What unit in the curriculum does this field trip support?

10) What are the Common Core State Standards this field trip supports?

11) What are the guiding questions from the curriculum this field trip will answer?

12) What expected performances will be taught by this field trip? (For out-of-state field trips the final assessment must be attached)

13) How will you assess the learning that results from this field trip?

14) Explain what educational value this field trip offers the students:

15) Name(s) and phone number(s) of person(s) responsible for organizing this trip:

Name	Phone Number	Name	Phone Number
1		5.	
2.		6.	
3		7.	

16) Name(s) of person(s) supervising students. **NOTE: One (1) chaperone for every ten (10) students.**

Teacher(s) as chaperones:
Aides(s) as chaperones:
Parent(s) as chaperones:

17) How is this trip financed: (If it's fund raising activities, list the fund raising activities. If it's a grant, give title and number of the grant, student contributions, etc.)

18) What is the approximate cost per pupil for this trip?

19) Is any student excluded from attending this trip? Yes  No  If yes, explain why:

20) What is the approximate cost all chaperones?

21) How many substitutes are necessary?  (If none specify)

Teacher	Subject/Grade	Teacher	Subject/Grade
1.		4.	
2.		5.	
3.		6.	

22) The medication(s) and/or procedure(s), as prescribed by the student(s) physician, will be provided while participating in the field trip

Yes  No

\_\_\_\_\_  
Signature of School Nurse Date

23) This field trip request meets the needs of the BOE policy? Yes  No

Is this field trip recommended? Yes  No

Arrangements for students(s) medial needs have been made Yes  No

\_\_\_\_\_  
Signature of School Principal Date

**CENTRAL OFFICE RESPONSE**

24) This field trip request has been reviewed and approved at the Superintendent's level

This field trip request has been reviewed and **IS NOT** approved

\_\_\_\_\_  
Signature of Superintendent/Designee/ILD Date

25) This field trip request is for an out-of-state or overnight field trip and was approved/denied by the Chief Academic Officer

\_\_\_\_\_  
Signature of Chief Academic Officer Date

26) This field trip request required Board of Education action for out-of-country and was approved/denied by the Board of Education during its meeting of \_\_\_\_\_

\_\_\_\_\_  
Signature of BOE/Designee Date

**A copy of this request, when approved, will be returned to the School Principal.**

#15

COMMITTEE ON SCHOOL FACILITIES & GROUNDS

WORKSHOP: Thursday, June 8, 2017 (Maloney)  
BOARD MEETING: Thursday, June 15, 2017

TO THE BOARD OF EDUCATION  
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommend approval of the use of school facilities, at no charge, by the following school organizations and/or City departments:

<b>GROUP</b>	<b>FACILITIES AND DATES/TIMES</b>
Human Resources Mary Ann Bunnell	Kennedy café: Wed., June 28 <sup>th</sup> 9:30-1:30 pm (paraprofessional exam)
Richard Crane	Crosby turf field: 6/27-8/17 5:00-8:30pm (physical conditioning for school athletes)
Lt. Robillard Wtby.Fire Dept.	Kennedy classrooms: Tues., June 27 <sup>th</sup> 8am – 4:30pm (training sessions-drug and alcohol policy )
V. Balsamo	Crosby café: Wed., June 21 <sup>st</sup> 4-8 pm (set-up & procession)
N. Grubbs	Sprague gym: Wed., Aug. 23 <sup>rd</sup> 8am-3pm (CPR/First Aid training)
Blue Collar Union	Kennedy café: Wed., July 12 <sup>th</sup> 10am-12pm (Steward Training)
PTSO	WAMS café: Thurs., June 22 <sup>nd</sup> 4-6A.M. (Grads Breakfast)

Approved:

\_\_\_\_\_  
John Theriault

\_\_\_\_\_  
Kathleen M. Ouellette, Ed. D.  
Superintendent of Schools

*Book*

JUN - 1 2017

SCHOOL PERSONNEL USE ONLY

DATE: June 1, 2017

TO: SCHOOL BUSINESS OFFICE  
FROM: Mary Ann Bunnell

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

NAME OF SCHOOL REQUESTED: Kennedy High School

Auditorium     Gymnasium     Swimming Pool     Café/Rooms

DATES REQUESTED: Wed, June 28, 2017  
FROM: 9:30 (am/pm) TO: 1:30 (am/pm)

FOR THE FOLLOWING PURPOSES:

Paraprofessional Exam #2139  
Exam time: 11 to 1 p.m.  
# Candidates - up to 75  
Need podium, microphone & table with 2 chairs outside door.  
Also need fans.

Mary Ann Bunnell  
APPLICANT

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

SCHOOL PERSONNEL USE ONLY

MAY 26 2017

DATE: 5/26/2017

TO: SCHOOL BUSINESS OFFICE

FROM: Richard Crane

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

NAME OF SCHOOL REQUESTED: Crosby high school track and field

*Track and field only*

- Auditorium
- Gymnasium
- Swimming Pool
- Café/Rooms

DATES REQUESTED: 6/27 to August 17. Tuesday's and Thursday's

FROM: 5 pm\_\_ am/pm      TO: 6:30 pm\_ am/pm

FOR THE FOLLOWING PURPOSES:

Physical conditioning for athletes \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Richard Crane

\_\_\_\_\_  
APPLICANT

Please note the following provisions:

*dyak*

SCHOOL PERSONNEL USE ONLY

MAY 26 2017

DATE: May 26<sup>th</sup>, 2017

TO: SCHOOL BUSINESS OFFICE

FROM: Lt. Rylie Robillard, WFD (Bureau of Instruction and Training)

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

NAME OF SCHOOL REQUESTED: Kennedy High School

Auditorium       Gymnasium       Swimming Pool       Café/Rooms

DATES REQUESTED: Tuesday June 27<sup>th</sup>, 2017

FROM: 0800 a.m.      TO: 1630 p.m.

*4:30 pm*

FOR THE FOLLOWING PURPOSES: Training session of members in drug and alcohol policy. One large classroom is sufficient (approx. 24 students per session, 3 sessions during day)

Lt. Rylie Robillard  
APPLICANT

\*\*\*\*\*  
Please note the following provisions:

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



*Book*

MAY 26 2017

SCHOOL PERSONNEL USE ONLY

DATE: 5/25/17

TO: SCHOOL BUSINESS OFFICE

FROM: Vincenz J. Balsamo

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

NAME OF SCHOOL REQUESTED: Rotella

Auditorium     Gymnasium     Swimming Pool     Café/Rooms

DATES REQUESTED: 6/21/17

FROM: 4 am/pm TO: 8 am/pm

FOR THE FOLLOWING PURPOSES:

CAS Graduation setup/procession

\*Please have a microphone available for use in the cafe.\*

Vincenz  
APPLICANT

Please note the following provisions:

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

MAY 26 2017

*Book*

SCHOOL PERSONNEL USE ONLY

DATE: 5/17/17

TO: SCHOOL BUSINESS OFFICE  
FROM: Nadine Grubbs X-8024

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: 8/23/17 (Wednesday)  
FROM: 8:00 am/pm    TO: 3:00 am/pm  
a.m.    p.m.

FOR THE FOLLOWING PURPOSES:

CPR / First Aid Training  
7 hrs. - full day.  
\* (Confirmed w/ Mrs. Batewell  
(Principal) JH  
APPLICANT

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

*Book*

JUN - 2 2017

SCHOOL PERSONNEL USE ONLY

DATE: 6-2-17

TO: SCHOOL BUSINESS OFFICE

FROM: Blue Collar Union

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

NAME OF SCHOOL REQUESTED: Kennedy High

Auditorium     Gymnasium     Swimming Pool     Café/Rooms

DATES REQUESTED: July 12<sup>th</sup> 2017

FROM: 10 am/pm    TO: 2 am/pm

FOR THE FOLLOWING PURPOSES:

Steward Training

*Reg Mendez*  
APPLICANT

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

Please give form to Nicole Steck

MAY 26 2017

SCHOOL PERSONNEL USE ONLY

DATE: 5/24/17

TO: SCHOOL BUSINESS OFFICE

FROM: PTSO WAMS

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

NAME OF SCHOOL REQUESTED: Waterbury Arts Magnet

Auditorium     Gymnasium     Swimming Pool     Café/Rooms

DATES REQUESTED: Thursday 22<sup>nd</sup> June

FROM: 4 am/pm    TO: 6 am/pm

FOR THE FOLLOWING PURPOSES:

GRAD NIGHT BREAKFAST  
Tables and chairs needed  
Coffee pot - needed

[Signature]  
APPLICANT

Please note the following provisions:

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

#16

# COMMITTEE ON SCHOOL FACILITIES & GROUNDS

**WORKSHOP:** Thursday, June 9, 2017 (Maloney)

**BOARD MEETING:** Thursday, June 15, 2017

**TO THE BOARD OF EDUCATION  
WATERBURY, CONNECTICUT**

**LADIES AND GENTLEMEN:**

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommends approval of the use of school facilities by groups and organizations, subject to fees and insurance as required.

**GROUP** FACILITIES AND DATES/TIMES

Taft Pointe Condo Assoc.                      Tinker café: Mon., June 19<sup>th</sup> 6-8pm (condo meeting)  
K. Smith

REQUESTING WAIVERS:

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

Waterbury Patriots	Crosby gym: Mon.to Fri. July 17 <sup>th</sup> –July 21 <sup>st</sup> and
T. Inabinett	Mon. to Thurs. July 24 <sup>th</sup> -27 <sup>th</sup> 6:00-8:00pm (clinic)
UCONN/Regan	Regan all purpose rm.: July 20, Aug. 3 5-8 pm and Aug.17 6-9pm
Kim Williams	(family garden nights) and during July & Aug. 8am-3pm students will water the outdoor garden.
Hoops 4 Life	Kennedy gym: 6/28-8/17/17 (or until WSMS gym available) 4:30-9pm
D. Fryer	various weekdays (summer basketball program) Reed gym: 6/28-9/20/17 various weekdays 4:00-8:00pm (summer basketball program)
Rivera Memorial Foundation	Duggan gym: July, 2017 – June, 2018 Mon.,Wed.,Fri.
Matthew Ocasio	4:00-9:00 pm ((basketball sports program)
Wtby. Patriots	Crosby football field: Sat., July 29 <sup>th</sup> 8am-1pm
T. Inabinett	(coaches clinic)

**MONIES COLLECTED TO DATE:**

**\$ 101,276.75**

**Approved:**

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**John Theriault**

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**Kathleen M. Ouellette, Ed. D.**  
**Superintendent of Schools**

**These activities are completed and have been billed:**

Yeshiva Chaba  
Holy Cross  
Dancers, Inc.

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT  
SCHOOL BUSINESS OFFICE  
238 GRAND ST., WATERBURY, CT 06702  
USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

MAY 8 0 2017

APPLICANT Taft Pointe Condominium NAME OF ORGANIZATION Taft Pointe Condo.

ADDRESS 413 East St #2 Plainville CT 06062 TELEPHONE # 860 803 9160  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Tinker elem. DATES 6/19/17 ROOM(S) Cafeteria

OPENING TIME 8 am CLOSING TIME 8 pm PURPOSE Mtg.

ADMISSION (if any) — CHARGE TO BE DEVOTED TO —

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 25 CHILDREN —

SIGNATURE OF APPLICANT [Signature] DATE 5/30/17

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

Karina Smith 800 803 9160 413 East Street Suite 2 Plainville

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. [Initials] (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR

RENTAL FEES: \$10/HR - RM.

MISCELLANEOUS FEES: —

SECURITY DEPOSIT \$ 1500 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. 597-3462
- 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 \_\_\_\_\_ 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.

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT  
SCHOOL BUSINESS OFFICE  
376 GRAND ST., WATERBURY, CT 06702  
USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT# MAY 22 2017

APPLICANT Terry Incabinett NAME OF ORGANIZATION Waterbury Patriots Youth Football & Cheer Assn

ADDRESS 388 Perkins Ave Waterbury CT 06704 TELEPHONE # 203-982-6444  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Crosby DATES See Attached ROOM(S) Gymnasium

OPENING TIME 6pm CLOSING TIME 8pm PURPOSE Cheer Clinic

ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO N/A

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 10 CHILDREN 60

SIGNATURE OF APPLICANT [Signature] DATE 5/22/17

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

Morgan Bell / Christa Cook

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. [Initials] (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ [Circled] INSURANCE COVERAGE [Circled] 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.

July 17 - 21  
July 24 - 27  
6-8pm



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 #

JUN - 1 2017

APPLICANT Kimberly Williams NAME OF ORGANIZATION VCONI/ Regan

ADDRESS 2780 N. Main Waterbury CT 06704 TELEPHONE # 203 574 8187  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Regan DATES July/August 2017 ROOM(S) outdoor garden

OPENING TIME 8am CLOSING TIME 3pm PURPOSE water plants

ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2 CHILDREN 2

SIGNATURE OF APPLICANT K Williams DATE 5/16/17

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:  
Kimberly Williams 2780 No. Main Waterbury CT 06704 (203) 206-6699

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)

Non Profit Waiver Request

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE  YES  NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE \_\_\_\_\_ SCHOOL BUSINESS OFFICE \_\_\_\_\_

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

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 # JUN - 1 2017

*Bo*

APPLICANT Kim Williams NAME OF ORGANIZATION Regan / I CONN  
 ADDRESS 2780 North Main Waterbury CT 06704 TELEPHONE # 203-574-8187  
(street) (city) (state) (zip code)  
 SCHOOL REQUESTED Regan DATES July 20, Aug 3, 2017 ROOM(S) kitchen/garden  
 OPENING TIME 5:00pm CLOSING TIME 8:00pm PURPOSE family night's  
 ADMISSION (if any) none CHARGE TO BE DEVOTED TO none  
 APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 25 CHILDREN 50  
 SIGNATURE OF APPLICANT [Signature] DATE \_\_\_\_\_

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:  
Kim Williams RES 2780 N. Main Waterbury CT 06704 203-206-6699  
 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: non profit waiver requested  
 RENTAL FEES: " " " "  
 MISCELLANEOUS FEES: " " " "

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE  YES  NO

PLEASE READ THE FOLLOWING CAREFULLY

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- A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION ( IF APPLICABLE)
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*5-8 pm*

APPROVAL DATE \_\_\_\_\_ SCHOOL BUSINESS OFFICE \_\_\_\_\_

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

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

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 # JUN - 1 2017

APPLICANT Kimberly Williams NAME OF ORGANIZATION UCONNJ/ Regan  
ADDRESS 2780 N. Main Waterbury CT 06704 (street) (city) (state) (zip code) TELEPHONE # 203.574.8187  
SCHOOL REQUESTED Regan DATES Aug 17 2017 ROOM(S) outdoor garden + 1 room all purpose  
OPENING TIME 6pm CLOSING TIME 9pm PURPOSE Family Garden Night  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 30-50 CHILDREN 20-10  
SIGNATURE OF APPLICANT [Signature] DATE 5/16/17

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: Kimberly Williams 2780 N. Main Waterbury CT 06704 (203)201-6699  
In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. [Signature] (PLEASE INITIAL)

Non-Profit Waiver Requested

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_  
RENTAL FEES: \_\_\_\_\_  
MISCELLANEOUS FEES: \_\_\_\_\_  
SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE  YES  NO

PLEASE READ THE FOLLOWING CAREFULLY

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6-9pm

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.

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# MAY - 1 2017

APPLICANT Doreen Fryer NAME OF ORGANIZATION Hoops4Life, Inc.  
ADDRESS 232 N. Elm St Wtrby Ct 06702 TELEPHONE # (203) 575-4340  
(street) (city) (state) (zip code) (203) 232-4578  
SCHOOL REQUESTED Kennedy DATES please see Attachment ROOM(S) Gym  
OPENING TIME 4:30p CLOSING TIME 9:15pm PURPOSE Basketball game  
ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO N/A  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 20 CHILDREN 25  
SIGNATURE OF APPLICANT Doreen Fryer DATE May 1 2017

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: (203)  
Doreen Fryer 31 Rosengarten Dr / Doreen Parker 64 Ridgeway St 525-6073  
In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. DP (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_  
RENTAL FEES: \_\_\_\_\_  
MISCELLANEOUS FEES: \_\_\_\_\_  
SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE Yes YES \_\_\_\_\_ NO \_\_\_\_\_

PLEASE READ THE FOLLOWING CAREFULLY  
OK

- APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.
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- IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.
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APPROVAL DATE \_\_\_\_\_ SCHOOL BUSINESS OFFICE \_\_\_\_\_

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

SCHOOL/ROOMS REQUESTED: Kennedy High School

DATE(S): 6/28 6/29 6/30 7/5 7/6

TIMES: 4:30 p - 7p

DATE(S): 7/16 7/11 7/12 7/13 7/17

TIMES: 4:30 p - 9p

DATE(S): 7/18 7/19 7/20 7/24 7/25

TIMES: 4:30 p - 9p

DATE(S): 7/26 7/27 7/31 8/1 8/2 8/3

TIMES: 4:30 p - 9p

DATE(S): 8/7 8/8 8/9 8/10 8/14 8/15

TIMES: 4:30 - 9p

DATE(S): 8/16 8/17 9/5 9/6 9/7 9/11  
9/12

TIMES: 4:30 - 9p

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# MAY - 1 2017

APPLICANT Deneen Fryer NAME OF ORGANIZATION HOOPS4life, Inc.  
ADDRESS 232 N. Elm St Wtby Ct 06702 TELEPHONE # (203) 575-4340  
(street) (city) (state) (zip code) 232-4578  
SCHOOL REQUESTED Johnathon Reed School DATES Please see Attachment ROOM(S) Gym  
OPENING TIME 4:00p CLOSING TIME 8:30pm PURPOSE Basketball games  
ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO N/A  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 20 CHILDREN 40  
SIGNATURE OF APPLICANT Deneen Fryer DATE May 1-2017

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

Deneen Fryer 31 Rosenzarten Dr. DAREX1 Parker 6e Ridgeway St (203) 525-6072

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. DP (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE  YES  NO

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APPROVAL DATE \_\_\_\_\_ SCHOOL BUSINESS OFFICE

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

SCHOOL/ROOMS REQUESTED: Johnathon Reed School

DATE(S): 6/28 6/29 6/30 7/5 7/6  
DATE(S): 7/10 7/11 7/12 7/13 7/17  
DATE(S): 7/18 7/19 7/20 7/24 7/25  
DATE(S): 7/26 7/27 7/31 8/1 8/2 8/3  
DATE(S): 8/7 8/8 8/9 8/10 8/14 8/15 8/16  
DATE(S): 8/17 9/5 9/6 9/7 9/11 9/12  
9/13 9/14 9/18 9/19 9/20

TIMES: 4:30p - 9p  
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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# JUN - 6 2017

APPLICANT MATTHEW OCASIO NAME OF ORGANIZATION RIVERA MEMORIAL FOUNDATION  
ADDRESS 186 CHEERY ST (street) WBCT, CT (city) 06702 (state) 06702 (zip code) TELEPHONE # (203) 509-9873

SCHOOL REQUESTED DOGGAN DATES JULY 1<sup>ST</sup> / JUNE 30<sup>TH</sup> ROOM(S) GYMNASIUM  
OPENING TIME 4:00 PM CLOSING TIME 9:00 PM PURPOSE SPORTS PROGRAM (BASKETBALL)  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 1-5 CHILDREN 10-20

SIGNATURE OF APPLICANT M. OCASIO DATE JUNE 06<sup>TH</sup> 2017

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

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. NO (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE  YES  NO

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APPROVAL DATE \_\_\_\_\_ SCHOOL BUSINESS OFFICE

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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 Terry Trabinett NAME OF ORGANIZATION Waterbury Patriots Youth Football & Cheer Association  
ADDRESS 388 Perkins Ave (street) Waterbury (city) CT (state) 06704 (zip code) TELEPHONE # 203-982-6442  
SCHOOL REQUESTED Crosby DATES July 29<sup>th</sup> ROOM(S) Football Field ~~ONLY~~  
OPENING TIME 8am CLOSING TIME 1pm PURPOSE Soccer Coaches Clinic  
ADMISSION (if any) 10\$ CHARGE TO BE DEVOTED TO Waterbury Patriots Football & Cheerleading  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 100 CHILDREN —  
SIGNATURE OF APPLICANT [Signature] DATE 5/22/10

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

Hence Bond / Terry Trabinett / Bill Wright

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. [Signature] Waterbury Patriots (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ 0 INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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APPROVAL DATE \_\_\_\_\_

SCHOOL BUSINESS OFFICE

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Saturday  
July 29